

Request for proposal for empanelment of Market Research Agency - Prebid queries

Reference No: BCC:MKTG:EMP_MRA:113:231 dated 17.06.2021

Sr.No.	Clause No.	Clause	Bidder's Query	Bank's Response
1			We are a registered MSME and request you to grant us exemption from turnover criteria and EMD of Rs.5.00 lakhs.	Exemption from turnover criteria – The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website EMD - The same is already elaborated in RFP document. Please refer to point no 20.9 on page no 20
2			I. Along with the empanelment documents, is bidder expected to submit any proposal in-line with the details highlighted under point 9? II. Is bidder expected to design and deliver the sample for each of the touchpoints and Geographies mentioned under point 9 and Annexure K? III. Is bidder expected to submit any commercial bids for the RFP?	No, there is no need to submit any formal proposal or any commercial bid whatsoever in response to the said RFP. The purpose of this RFP is solely focused on empanelment of MR for conducting various study/surveys across covering various Departments / products / services, etc. The scope of work mentioned under Point No. 9 of the said RFP is only indicative and not exhaustive.
3	1	Bank guarantee	Request BoB to share format of BG	This RFP is for empanelment of MR agencies. Whenever a project arrives, a separate closed RFP will be floated to select the service provider and BG will be shared with the service provider.
4	3.4	"Contract" means the agreement in a format approved by Bank, to be executed between Bank of Baroda and the selected/successful bidders as per this RFP for the services as per the terms and conditions approved by the Bank and in accordance with the Terms of Reference(TOR).	Will bank and Agency have an option to discuss Legal Terms of the contract as they have to be mutually agreed by the Parties	Bank is availing services from the Bidder and agreement will as be as per Bank's requirements and terms and conditions stipulated in the RFP/Tender. However, if required, Legal teams can be involved in the discussions.
5	11	Performance of the Agency	Liquidated Damages cannot be agreed to and penalty terms are too stringent and need to be maximum of 1 % per week, subject to maximum of 5% for that particular work. This will not apply if delay is due to the Client	As of now there is no change in the clause. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website
6	13	Bank shall make full payment only after satisfactory completion of study along with submission of all reports. Bank may however, at its sole discretion consider paying an advance - up to maximum of 50% of the value of the contract, to the Agency on request basis.		Specific query of the bidder is unclear for this particular point listed in Sr No 6
7	13	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.	Bidder cannot be responsible for any claims against the Bank by third party and it has to be limited to the particular work assigned.	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 for that particular work/project assigned to the Agency.
8	13	The agency shall fully indemnify, defend and hold Bank of Baroda harmless from and against all claims, liabilities, losses or damages, recoveries, proceedings, damages, actions, judgments, costs, charges and expenses which may be made or brought or commenced against Bank of Baroda or which Bank of Baroda may or may have to bear, pay or suffer directly or indirectly in connection with any breach of terms and conditions of contract by the agency or its agents, employees, officers or any matters arising upon or by virtues of the contract.	Indemnity if any needs to be covered in the Indemnity clause of the contract that will be entered into and it needs to be mutual and it has to be limited to the particular work assigned.	The agency shall fully indemnify, defend and hold Bank of Baroda harmless from and against all claims, liabilities, losses or damages, recoveries, proceedings, damages, actions, judgments, costs, charges and expenses which may be made or brought or commenced against Bank of Baroda or which Bank of Baroda may or may have to bear, pay or suffer directly or indirectly in connection with any breach of terms and conditions of contract by the agency or its agents, employees, officers or any matters arising upon or by virtues of the contract for that particular work assigned to the agency.
9	15.3	The Agency shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by the Bank in any litigation initiated by any third party.	Bidder cannot be responsible for any claims against the Bank by third party and it has to be limited to the particular work assigned.	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 for that particular work/project assigned to the Agency.
10	15.6	The Bank, may, at any time, by a written order given to an Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications. If any such change causes an increase or decrease in the cost of, or the time required for the execution of the work, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the work order shall accordingly be amended.	Any change in work order with relevant cost should be mutually agreed before change	It is understood that whenever any adjustment is done in an existing contract, it is mutually agreed upon.
11	15.7	Bank reserves the right to exercise the discretion to pay, directly to any of the agency's agency/bidders e.g.: Photographer, Film production company etc. whose services would be utilized to implement any of Study/Survey or related work.	It is a general practice in MR to work with freelancers, this cost is included in study cost and not provided separately	As of now there is no change in the clause. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website
12	20.9	The Earnest Money Deposit (EMD) for the application related to empanelment of Marketing Research Agency shall be Rs 5,00,000/- (Rupees Five lacs only) payable by Bank Guarantee, Demand Draft or Pay Order favoring "Bank of Baroda" payable at Mumbai is to be submitted along with the application Form (Technical Bid). In case of exemption from submission of EMD, the bidder may submit the relevant documents / certifications issued by suitable Authority.	Based on our experience with earlier project, contract may take more than a month and delay can be from both the parties. Hence Suggest to keep it flexible.	As of now there is no change in the clause. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website
13	20.9	Sign the Contract within 1 month of issue of purchase order / letter of intent.	Based on our experience with earlier project, contract may take more than a month and delay can be from both the parties. Hence Suggest to keep it flexible.	As of now there is no change in the clause. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website

14	20.9	<p>Successful Bidder – Bid security money deposit or bank guarantee will be discharged upon the agency/bidder furnishing the Service Level Agreement with the bank. The Bid security Money of the successful agency/bidder may be forfeited or the bank guarantee in lieu of Bid security money may be invoked by the Bank if the successful agency/bidder fails to furnish the Service Level Agreement within 30 days from the date of Bank placing the order for any reason whatsoever and / or the agency/bidder refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.</p>	<p>Based on our experience with earlier project, contract may take more than a month and delay can be from both the parties. Hence Suggest to keep it flexible.</p>	<p>As of now there is no change in the clause. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website</p>
15	Cancellation / Termination – Page 22	<p>Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Agency/bidder at least 30 days prior notice in writing.</p> <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. Delivery of the solution and performance of the services shall be made by the selected bidder in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP / Contract. Any delay in performing the obligation / defect in performance by the consultant may result in imposition of liquidated damages. If the selected bidder fails to perform services within the stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as penalty, a sum equivalent to 5% of the Annual Retainer Fee for delay by a fortnight or part thereof maximum up to 25% of Annual Retainer Fee. Once the maximum is reached, Bank of Baroda may consider termination of Contract pursuant to the conditions of contract. In the event Bank terminates the Contract in whole or in part, Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those not delivered by the selected bidder and the selected bidder shall be liable to the Bank for any excess costs for such similar systems or services. However, the selected bidder shall continue the performance of the contract to the extent not terminated.</p>	<p>In case of termination, Agency suggest bank to pay for work completion till the time of termination.</p> <p>In case of default by current Agency, if bank is forced to appoint another agency, current agency is liable to pay the bank/other agency and the amount will be restricted to payment made by bank to current Agency for that part of work under the contract. This point is not application in case of termination by convenience. The amount and work should be mutually agreed with Current Agency, Bank and Other Agency</p>	<p>As of now there is no change in the clause. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website</p>
16		<p>Indemnity The Agency/Bidder shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the Agency/Bidder with the assistance, information and authority reasonably necessary to perform the above.</p>	<p>Agency will not be liable to third party claims. The bank shall also be liable to pay litigation / any other cost incurred by the Agency.</p>	<p>As of now there is no change in the clause. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website</p>
17	-	<p>Force Majeure</p>	<p>In the event the contract is terminated due to force majeure the Bank shall be liable to pay for the actual cost incurred by the Agency. - Please also include Pandemic and Epidemic in Force Majeure.</p>	<p>The changes suggested/additions in Force Majeure Clause are accepted without changing other contents of the clause.</p>
18	-	<p>Service Level Agreement and NDA</p>	<p>Based on our experience with earlier project, contract may take more than a month and delay can be from both the parties. Hence Suggest to keep it flexible. - Let us know the value of stamp paper required</p>	<p>As of now there is no change in the clause. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website. Stamp paper value will be communicated with the empaneled Agency in due course.</p>
19		<p>Bank has the right to award the work to one agency or to more than one agency. Keeping in view of the quantum of sample, sample may be divided among the highest scorer (H1) and the second highest scorer (H2). Ratio of sample division among H1 and H2 will be 60:40 or 50:50. Work should be carried out at L1 rate.</p>	<p>Hope bank will decide this before initiating any work and would discuss it with both Agencies before distributing the sample. L1 should be commercially viable</p>	<p>As of now there is no change in the clause. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website</p>
20		<p>If H1 or H2 is not agreeable, the bank may decide to give 100% or split the work / activity between the qualified agencies.</p>		
21	No Liability Page 34	<p>Under no circumstances BOB shall be liable to the Agency/Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.</p>	<p>This need to be mutual and the liability of the Agency needs to be capped to the job value.</p>	<p>As of now there is no change in the clause. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website</p>
22		<p>Publicity</p>	<p>This needs to be mutual and any external circulation of the report/data from report submitted by the Agency will need to be expressly approved by the Agency.</p>	<p>As of now there is no change in the clause. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website</p>
23		<p>Ownership of Intellectual Property Rights</p>	<p>Except for pre-existing IPR logo etc, all the IPR related to the report will be transferred to the Bank once we receive all the payments</p>	<p>As of now there is no change in the clause. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website</p>
24		<p>Inspection of Records</p>	<p>Bank auditors will have to be third party auditors and will not get any access to physical infrastructure like IT systems or financial records or confidential information of third party & will be restricted to Bank's work only</p>	<p>As of now there is no change in the clause. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website</p>
25		<p>Interested Agencies may submit the Sealed Bid as advised below: ONLY ONE ENVELOPE SHOULD BE SUBMITTED. THIS ENVELOPE WILL BE SUPERSCRIBED AS "RFP FOR EMPANELMENT OF MARKET RESEARCH AGENCIES"</p>	<p>Due to the on-going pandemic, our company is still working from home. Submitting physical copies will be very difficult. Is it possible to submit all the documents via email with Digital Signatures wherever needed?</p>	<p>In case Digital Signatures are used, bidders need to establish: 1. The signature is issued by a licensed Certified Authority as per MCA. 2. Validity of the Digital Signature Certificate (DSC). Physical submission of documents is preferred.</p>
26	-		<p>The undertaking / authorized signatory should be given by the Client's with whom the core Team has worked?</p>	<p>Signatory Authority is from bidder's side</p>

27	Performance of the Agency	The para at the beginning of Page 11 states that the Bank may impose penalties, terminate the contract in case of delay in deliverables. One of the actions attached to this is black listing and circulation in industry. While most of these are fine consequences we have a concern with the point on circulation in industry. This is very arbitrary in nature and Bidder's reputation should not be maligned owing to an outcome of a commercial engagement between Bidder and the Bank. We would like for the consequences of delay to be specifically and clearly laid out.	Black listing and circulation in industry will be done as per bank's procedure / guidelines in this regard. Hence, the action is not arbitrary in nature.
28	Other Terms	If there is a third party claim which has arisen owing to actions which are solely attributable to the Bank, Bidder cannot be held liable for the same and shouldn't have to bear the costs. The current clause is very broad and one sided in nature. It is important to understand this on a case by case basis. We request for modification of the language accordingly.	As of now there is no change in the clause. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website
29	Indemnity	Bidder will take on liability only for direct damages. The current indemnity language is broad in nature and covers all liabilities. Please modify the same.	As of now there is no change in the clause. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website
30	Inspection of Records	To be clarified- inspection rights will be made available only to the regulatory authorities and not to the bank.	As of now there is no change in the clause. Bank may also need to appoint a third party auditor. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website
31	Visitorial Rights	This will only be provided to the regulator and we will be unable to provide it to the Bank. Please clarify this.	As of now there is no change in the clause. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website
32	Annexure J	There are separate SLAs, MSAs and NDAs signed with our Clients wherein we cannot disclose their name, contact details and project with value with any other entities. We can share the masked order copies highlighting the sample size, centres covered and type of study with you	Accepted
33	Performance of the Agency	penalty on our Organization: Ok to accept but upto 50% of project value is too high. Can we restrict that to 10% of the project value instead?	As of now there is no change in the clause. The suggestion/request will be evaluated by the Bank internally and any changes, if required, will be informed in the form of addendum by updating the tender section of the Bank's website
34	Payment Terms	The exposure/liability cannot exceed the value of the project. Not sure if the clause means the same. Can you please clarify	Query seems unclear as to exactly which clause of payment terms is being referred to.
35	Bank shall make full payment only after satisfactory completion of study along with submission of all reports. Bank may however, at its sole discretion consider paying an advance - of up to maximum of 50% of the value of the contract, to the Agency on request basis.	Not able to gather what exactly are the payment terms. Will the bank provide any advance or not or is payment fully upon delivery? The language is vague and says the bank at its discretion can give advance, but does not state based on what?	Bank will examine requirement for payment of advance based on the type of study, centres to be covered, etc and if demand for advance is found to be valid, may release upto maximum 50% advance to the value of the contract
36		As per annexure 1 it is mentioned to submit bank statements as account proof, but as per internal norms these information are confidential and we are not allowed to share the same. Kindly suggest an alternate document if we can share in place of bank statements.	As per the practice and compliance to internal guidelines of the Bank, 6 months Bank Statement is required from the bidders. It also helps assess the financial conduct of the bidder
37		EMD needs to be paid in what form? Does it needs to be paid while submitting the technical bid	EMD can be paid through Banker's cheque or online transfer. (Please share UTR and other details while submitting the tender documents). Details are as under: Bank and branch name: Bank of Baroda, Bandra Kurla Complex branch Account No: 2904040000417 Account Name: BCC OFFICE ADMIN AND SECURITY IFSC Code: BARB0BANEAS (Fifty character is Zero) Account type: Current