

## TENDER DOCUMENT

FOR

EMPANELMENT OF

**-5- DIGITAL MARKETING AGENCIES**

Reference No.: BCC: MKTG: EMP\_DMAGNC:110:186 Dt 03.02.2018

Issued by: Bank of Baroda, Marketing & Corp. Comm. Dept, Baroda Sun Tower,  
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## 1. IMPORTANT DATES

|    |  |  |
|----|--|--|
| 1  | Date of commencement of Bidding Process (Posting of Tender document on Web Site / Publication of Tender) | 03.02.2018   |
| 2  | Last date and time for receipt of written queries for clarification from bidders                         | 16.02.2018 upto 02.00 p.m.   |
| 3  | Pre-Bid Meeting  | 17.02.2018 at 03.00 p.m.   |
| 4  | Last Date and Time for Bid Submission  | 26.02.2018 upto 02.00 p.m.   |
| 5  | Date and Time of Technical Bid Opening   | Representatives of bidders may be present during opening of Technical Bid. However Technical Bids would be opened even in the absence of any or all of the bidders representatives. Place of opening of bids :<br>Date & Time: 26.02.2018 at 03.30 p.m.<br>Baroda Sun Tower<br>C-34, G Block,<br>Bandra Kurla Complex,<br>Bandra (E), Mumbai 051 |
| 6  | Date for presentation  | Will be advised to shortlisted bidders separately  |
| 7  | Date of Commercial Bid Opening   |  |
| 8  | Address for communication (Bank)   | General Manager, Bank of Baroda, (Marketing, Corp. Comm. & WMS), 6th Floor, Baroda Sun Tower, C-34, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 051<br>Email: <a href="mailto:social.media@bankofbaroda.co.in">social.media@bankofbaroda.co.in</a>   |
| 9  | Application money  | Rs 5,000/- (Rupees Five Thousand Only)   |
| 10 | Earnest money deposit (EMD)  | Rs 5,00,000/- (Rupees Five Lacs Only)  |

## **2. 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. This document does not constitute nor should it be interpreted as an offer from the Bank to engage agency on record for digital services.

- 2.1 This document is meant to provide information only and upon the express understanding that the recipients will use it only for the purpose set out herein.
- 2.2 Bank reserves right of deviation or change in this document. Whenever any change, amendment, alteration or deletion in the terms of RFP document is warranted it will be notified on Bank's website
- 2.3 While this document has been prepared in good faith, neither the Bank nor any of its officers or employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.
- 2.4 This document constitutes no form of commitment on the part of the Bank.

## **3. DEFINITIONS**

- 3.1 "Agency", "Firm", "Company", "Bidder" means any entity or person or associations of persons who submit their proposals for providing Services to Bank of Baroda in accordance with this RFP.
- 3.2 "Assignment / job" means the work to be performed by selected Digital Agency pursuant to the Contract.
- 3.3 'Bank' means 'Bank of Baroda'.
- 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).
- 3.5 "RFP" means this Request for Proposal issued by Bank for the appointment of Digital Agency
- 3.6 Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.
- 3.7 Proposal or Bid means the bidder's written reply or submission in response to this RFP.

#### **4. CONFIDENTIALITY**

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.

#### **5. PROPOSAL**

5.1 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.

5.2 Related Parties - In the following circumstances, Bank will have sole discretion to reject the Proposal / response or accept the Proposal / response with some conditions stipulated by Bank.

- Proposal / Response submitted by holding company and its subsidiary.
- Proposal / Responses submitted by two or more companies having common Director/s.
- Proposal / Responses submitted by two or more partnership firms / LLPs having common partners.
- Proposal / Responses submitted by two or more companies having the same group of promoters / management.
- Any other proposal / response in the sole discretion of the Bank is in the nature of multiple bids.

5.3 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.

#### **6. OVERVIEW**

6.1 Bank of Baroda is the largest PSU Bank in terms of profit in India with a network of more than 5500+ branches and 10000+ ATMs spread across India. The Bank has presence in 24 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retails Customers. Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking, etc. To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models.

6.2 Bank of Baroda is an iconic and hugely trusted brand. In its effort to strengthen customer affinity and enhance customer experiences, Bank has won many accolades of national and international repute for its products, services, technology and also as brand. Bank of Baroda has in the recent past innovated a slew of digital offerings targeted not just at

the youth, but across the demographic spectrum, both in rural and urban India. With such innovations and improvements, Bank aspires to give an impetus to its marketing efforts to develop a highly favorable brand perception from what it is today, in the process, endeavor to become the preferred choice of customers when it comes to fulfilling their needs. To that end, Bank now seeks to appoint a highly regarded and well recognized digital agency.

6.3 For the above stated purpose, Bank of Baroda invites proposals from reputed and qualified digital agency for rendering the services as mentioned herein.

6.4 The Proposal will be the basis for a formally signed Contract with the selected digital agency.

6.5 Agencies shall bear all costs associated with the preparation and submission of their proposals. Bank is not bound to accept any or all proposals, and reserves the right to annul the selection process without assigning any reason(s), at any stage of the RFP process without incurring any liability or obligations on the Bank. Bank also reserves the right to re-issue the RFP, if the Bank decides so.

6.6 Bank of Baroda may in its sole discretion, but without being under any obligation to do so, update, amend, clarify or supplement the information in this RFP document. Bank also reserves the right to not shortlist or appoint any particular or all agency (ies) without assigning any reasons, whatsoever.

## **7. PURPOSE OF APPOINTMENT**

Bank of Baroda invites sealed applications from Eligible Digital Agencies / Digital Marketing Agencies for empanelment as Bank's Digital Marketing Agencies at the Corporate Level for enabling its Digital Marketing & Communication activities and initiatives for a period of three (3) years, subject to annual performance review. Bank proposes to empanel -5- (FIVE) Digital Marketing Agencies and these Digital Marketing Agencies shall be responsible for all Digital Marketing Communication across various media.

## **8. ELIGIBILITY CRITERIA**

Reputed agencies meeting the following minimum criteria as on the date of RFP are eligible to apply. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluations.

8.1 Annual Turnover: The Agency's minimum Gross Annual Turnover for last 3 consecutive financial years i.e. F.Y.2014-15, 2015-16 and 2016-17 should be at **least Rs. 5 Crores** in each FY year as per audited balance sheets. (The clients can be based out of India or overseas). (Standalone Turnover of the company applying for the selection will only be reckoned, not of the group company or subsidiaries)

- 8.2 Recognition in the form of industry acclaimed awards specific to Digital Marketing campaigns would be an added advantage
- 8.3 The Agency should have a minimum experience of at least 5 years in Digital Marketing and preferably experience in the BFSI sector which should include areas such as: Digital Media Planning & Buying, Content Creation, Analytics and other areas of Digital Marketing. Testimonials, if available, from customers across the last 10 years of operation if provided would be an added advantage
- 8.4 The Agency should have accomplished major campaigns of minimum Rs 50.00 lacs and above during each of the last 3 financial years for a single product/service/brand.
- 8.5 The Agency should have a full-fledged office in Mumbai and shall allocate a dedicated team (separate from any other BFSI brands the agency may be managing) to execute digital media campaigns across all digital platforms. The agency will be required to furnish the list of personnel who will be assigned to service the Bank of Baroda account along with a brief profile of their /career experiences. The agency may also require deploying additional resources on site for a task related to Digital Marketing at no additional cost.
- 8.6 The Agency should currently be a **Google Premier** partner in India. Agency should have at least 5 resources who are Google Certified Analytics Professional and Google Certified AdWords Professional.
- 8.7 The Agency's ability to plan and buy digital media platforms including Digital Media Planning & Buying services for overseas markets.
- 8.8 The Agency shall not have been blacklisted / debarred by any Central / State Government/Public or Private Sector Undertakings or any related bodies of the digital media industry. No complaint should be pending with Government or its agencies. Affidavit, in this regard, should be submitted.
- 8.9 The Agency shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required.
- 8.10 The Agency should be a full-service agency offering digital agency services across not just conventional digital media, but also new/emerging media in the digital arena,
- 8.11 The Agency is expected to examine all instructions, terms and specifications of this document. Failure to furnish all information required as per this document or submission of the bids not substantially responsive to this document in every respect will be at the agency's risk and may result in rejection of the bid.
- 8.12 The Agency will enclose necessary documents and declaration for the above mentioned eligibility criteria along with application. Bank shall verify the same.



## **9. SCOPE OF WORK:**

Bank of Baroda will require the services of the empanelled -5- Digital Marketing Agencies for the below mentioned broad categories of the work. The work shall be assigned to the Agencies on the basis of idea, quality, cost etc basis, however there is no commitment from Bank on the minimum quantum of work to be assigned to any of the empanelled agencies. The scope of work includes but is not limited to the following:

### **9.1 Overall Digital Marketing Strategy:**

The Empanelled Agencies shall be responsible for the overall Digital Marketing and Communication campaigns in the Digital Media platforms including below deliverables:

#### **9.1.1 Creating a roadmap pertaining to broad objectives of the bank**

Identifying core business objectives of different products and services and suggest on-going campaigns. Designing of campaign must be focused on objective viz. Branding awareness, Traffic, leads, sales, app. Downloads etc.

#### **9.1.2 Improving the effectiveness of Digital eco system in Bank**

Analyzing the existing digital eco system of Bank, finding the gaps (comparing with the peer BFSI companies), provide the solution to minimize the gaps and coordinate/help with IT team / vendors/ agencies to implement the suggestions.

#### **9.1.3 Designing and Execution of Digital Campaigns**

Designing of campaign based on the business requirement of Bank and implementing them effectively. Campaign may be in all possible digital mediums / formats e.g. Search, Social Media Campaigns, E-Mail Campaigns, Mobile etc.

### **9.2 Digital Media planning, buying & execution:**

#### **9.2.1 Digital Media Planning & Content Creation**

- a. Understanding of Bank's creative / content route and message
- b. Understanding the Bank's target audience
- c. Identification of suitable digital media properties. Media selection including platforms like Search, GDN, GSP, Yahoo Native, Video promotions on Youtube or any other channels, Programmatic Marketing across various channels etc.
- d. Planning the digital media by maximizing exposure among chosen target audience.
- e. Designing of creatives, landing pages, Regular HTMLs, Specialised coding for landing pages/micro site etc. Whenever needed.

#### **9.2.2 Digital MEDIA BUYING**

- a. Negotiating with digital media owners for media cost.

- b. Optimizing the digital media plan and making it cost effective.
- c. Scheduling the content / communication in various digital media properties
- d. Implementation, certification, archiving, billing etc.

### 9.3 Tools:

Designing tools such as calculators, animation films, mobile or web based application(s), flash presentation(s) etc.

### 9.4 Flowing new ideas and methods:

Agency should be well-positioned to take our brand through the uncharted waters of online digital marketing and interactive advertising. Agency needs to have a greater knowledge of the digital space in order to thrive. At the time of implementation of campaigns agency should be capable to use different and new ideas of 'Pull Interactions' for increase the engagement rather than traditional "Push Interactions" only. Agency should have strong presence in traditional marketing space and strong relations with media houses so that they can use PR medium also for making the campaign successful.

Agency must be capable to understand the Bank's customer behavior and plan the digital marketing strategies accordingly. Agency should also have the ability to measure the success of campaign and where it fell short and where they should be fine-tuned.

### 9.5 Efficiencies and control:

- a. Measuring reach/frequency, CPL/CPA for the digital campaigns.
- b. Optimizing the budgets to reach the targeted lead numbers.
- c. Ensuring high lead quality with appropriate media mix.
- d. Track all the campaigns with the tools such as Google Tag Manager, Google Analytics and other relevant mechanisms to track customer journey and improve User Interface to minimize drop outs. Assist Bank's IT team / vendors / agencies with the implementation of the relevant codes/functionalities on our various digital assets.
- e. Keep a complete track of all campaigns and submit post evaluation reports for each campaign and monitor campaign on day-to-day basis during campaigns to suggest alterations, if required.
- f. Time shall be the essence for all the projects which would be done by the appointed agency. The agency shall therefore fully abide by various time limits as prescribed for different assignments and the performance of the agency shall be judged as per

the adherence to such quality and time parameters as laid down for the respective work.

- g. The agency will have to keep a track of all campaigns, provide an update on Digital Marketing trends / activities of competition (with the use of platforms like Similar Web, Comscore, Google Analytics etc.) and provide analysis of the same on monthly basis. Reports such as Sentiment Analysis, Share of Voice to be provided along with actionable strategy.
- h. The agency will also be responsible to provide innovative ideas / concepts which can be executed as per requirements of the bank.
- i. Bank of Baroda reserves the right to negotiate and engage directly with the media concerned if circumstances require for the release of advertisement(s) digitally. If it happens the same will be informed to the appointed agency.

#### **9.6 Analytics in the Digital Space**

Agencies shall conduct or assist Bank in conducting comparative analysis as and when required by Bank on specific situations / problems / issues from time to time in the digital space. The Agencies should also proactively provide suggestions / feedback on the market trends and comparative study basis that. The Agencies shall assist Bank in building an Analytics ecosystem.

The above indicated works given in para nos. 9.0 are only illustrative and not exhaustive. Bank may (from time to time) request the Agencies to assist in various Digital marketing initiatives.

### **10. PERIOD OF SELECTION**

Bank proposes to empanel the Digital Marketing Agencies for a period of THREE years. The initial empanelment shall be for a period of -3- years, however, at the discretion of the Bank, the empanelment can be extended for a further period of -2- years, if services are found to be satisfactory and subject to performance review of the Agencies.

### **11. PERFORMANCE OF THE AGENCY**

Delivery and performance of the services shall be made by the Agencies in accordance with the time schedule specified by the Bank in its work order or request for digital requirement. It also covers Saturdays/Sundays and other holidays where the Bank may require services. In case the services are not made available in the stipulated delivery period, as indicated in the work order or request the Bank reserves the right either to short close / cancel the work

order or request and / or recover liquidated damage charges. The cancellation / short closing of the order shall be at the risk and responsibility of the agency.

Delay by the Agency in the performance of its delivery obligations, shall render the agency liable to imposition of penalty , and/or termination of the contract for default and/or any other action viz. black listing/ circulation in industry etc. as it may deem fit.

## **12. TRAINING**

Empanelled Agencies shall provide training for digital marketing strategies and updates to staff members of the Bank free of cost wherever required by the Bank. The Agencies in coordination with the Bank, on request from the Bank, from time to time shall specify the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training. The Agencies 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.

## **13. PAYMENT TERMS**

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

### **Digital Media Commission**

Charges will be paid to the Empanelled Digital Marketing Agencies for the Campaign released by the Bank in Digital media, as commission to the amount of digital media release.

Bank shall pay for the services of "Digital Agency" a commission charge and the same shall be termed as "Rate of Digital Media Commission".

**Digital Media Commission = (Rate of Digital Media Commission) in Percentage X (Gross Amount of Media Releases across Digital properties)**

Upon empanelment as Bank's Digital Marketing Agency, the above "Rate of Digital Media Commission" will be finalised as per the formula discussed under Para 19 (Evaluation Criteria).

Commission fee includes fee for taking brief from client, campaign ideas, submission of creative / content layouts, plans, strategy, supplying / pushing the content / files, preparing material for sending for various digital media, language translation and proof reading, Pre &

Post digital ad release surveys, archiving / storing used/unused content / creatives, submission of Analytics / Reports / MIS required by Bank etc.

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

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

#### **14. OTHER PROJECTS, ASSIGNMENTS & CHARGES**

The scope of work listed above is a brief list of activities to be undertaken by the empanelled digital marketing agencies depending on requirement of Bank. Apart from the scope of work, the Bank shall request the agencies for carrying out various other projects / works related to digital marketing and the allocation of these projects / works will be based on QCBS (Quality Cost Based Selection) where in empanelled agencies will be called for Technical/Creative presentation and financial bid with equal weightage to both the components.

#### **15. OTHER TERMS**

15.1 Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.

15.2 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.

15.3 The Agency shall implement the work assigned to it by the Bank on receiving written approval of its estimate submitted to the bank.

15.4 No other incentive other than commission fee shall be payable for digital marketing activity on any media.

15.5 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.

- 15.6 Bank reserves the right to exercise the discretion to pay, directly to any of the agency's vendors e.g; Photographer, Film production company etc. whose services would be utilized to implement any of Bank's campaigns or related work.
- 15.7 The agency will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. Bank will not be a party to any disputes arising out of copyright violation by the agency.
- 15.8 The agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP document. Bank may assist the agency in this regard, wherever possible.
- 15.9 The agency will at no time resort to plagiarism. Bank will not be a party to any dispute arising on account of plagiarism resorted to by the agency.

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

## **17. 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 Digital Marketing Agencies, negotiations (if any) on various terms and conditions, etc.

- All Proposals received will be scrutinized to assess their eligibility based on the eligibility criteria as mentioned under the heading Eligibility Criteria of this RFP. The proposals which do not meet the eligibility criteria will be rejected, forthwith, or at any stage of detection. (Note: Please submit the signed copies of the Technical Bid (Form A) and Financial Bid (Form B) in two separate sealed envelopes only which will be used as basis for the legally binding offer.)
- If deemed necessary Bank may seek clarifications on any aspect from the bidder(s). However that would not entitle the bidder(s) to change or cause any change in the substances of the bid already submitted.

- All eligible shortlisted agencies will be called for presentation before the Selection Committee. The date for presentation will be intimated to the short listed agencies by Email/Telephone.
- Bank will evaluate only those proposals, which meet the technical eligibility criteria as well as complete and responsive in all respects, for comparison and final selection.
- Bank will follow the two bid system i.e. Technical Bid and Financial Bid. The financial bids of only those agencies shall be opened who are found technically qualified and the qualified agencies shall be intimated by the authorized officer

## **18. TECHNICAL EVALUATION**

The process of evaluation is detailed hereunder:

18.1 All the bids (applications) will be evaluated based on “Eligibility Criteria” mentioned under Para No. 8.0. Bank will short-list those Agencies which are satisfying the eligibility criteria in all respects and declare the Agencies which are technically qualified for further evaluation.

18.2 The above short-listed Agencies will be advised to make a presentation to the Evaluation Committee Members on their capabilities, experiences, etc and showcase their work done for other clients. These Agencies will be given sufficient notice for this presentation. This presentation will include a strategy suggestion for the Bank of Baroda, outlining the Agency’s understanding of the bank. The broad (indicative) evaluation criteria for evaluating this presentation are as below:

| <b>Sr. No.</b> | <b>Criteria</b>  | <b>Max Marks</b>      | <b>Scoring Methodology</b>   |
|----------------|--|-----------------------|--|
| <b>A</b>       | <b>AGENCY PROFILE</b>  |                       |  |
| 1              | Years of Agency Experience in Digital Marketing                    | 10                    | Full marks (10) if experience is more than 15 Yrs<br>9 Marks if experience is more than 10 Years<br>8 Marks if Experience is more than 8 Years<br>7 Marks if Experience is more than 5 Years<br>5 Marks if Experience is 5 Years or less   |
| 2              | Quality of Client List and retention of clients.<br><br>(10 Marks) | BFSI Clients<br><br>5 | 1 to 2 Clients – 2 Marks (Min. 1 Clients retained for more than 3 years)<br>3 Clients – 3 (Min. 2 Clients retained for more than 3 years)<br>4 Clients – 4 (Min. 3 Clients retained for more than 3 years)<br>5 or More than 5 Clients – 5 (Min. 4 Clients retained for more than 3 years) |



|          |   |  |           |  |
|----------|---|--|-----------|--|
|          |   | Non-BFSI Clients   | 5         | 1 to 2 Clients – 2 Marks (Min. 1 Clients retained for more than 3 years)<br>3 Clients – 3 (Min. 2 Clients retained for more than 3 years)<br>4 Clients – 4 (Min. 3 Clients retained for more than 3 years)<br>5 or More than 5 Clients – 5 (Min. 4 Clients retained for more than 3 years) |
| 3        | Gross Annual Turnover (GAT)<br>(as defined in eligibility)    |  | 10        | Full Marks (5) if GAT is more than 25 Crores.<br>4 Marks if GAT is more than 20 Crores.<br>3 Marks if GAT r is more than 15 Crores.<br>2 Marks if GAT is more than 10 Crores.<br>1 Marks if GAT is more than 5 Crores.   |
|          | <b>Total (A)</b>  |  | <b>30</b> |  |
| <b>B</b> | <b>PRESENTATION PARAMETER - Digital Marketing</b>             |  |           |  |
| 5        | Past Performance & Credential                                 | Strategic Thinking<br>Innovations executed, if any, please specify by giving details.<br>Awards and Recognition to the Agency in the last 3 years (Industry Recognized)  | 20        | Subjective Evaluation  |
| 6        | Strategy Presentation for Bank of Baroda on Digital Marketing | Understanding of Present Position / Perception about Bank in the digital space.<br>Digital Communication Delivery Concepts.<br>Quality of Team working for Bank of Baroda.<br>Action plan / strategy proposed for the Bank to enhance its Digital presence & leverage the same for business. | 20        |  |
|          | <b>Total (B)</b>  |  | <b>40</b> |  |
|          | <b>GRAND TOATAL (A+B)</b>                                     |  | <b>70</b> |  |

18.3 The Agency needs to achieve a cut - off score of 70 % (i.e 70% of Total Technical Marks = Minimum 49 Marks) in this evaluation stage to be qualified for commercial bid opening. Only those Agencies who achieve the specified cut - off Technical Evaluation scores would be short-listed for Commercial Bid Evaluation and will be called "Qualified Agencies". In case one / none of the Agency score a minimum of 49 marks then the Agencies who have achieved the top 8 scores will qualify for the commercial evaluation stage. However, the Bank may at its discretion consider the next highest technical score.



18.4 These “Qualified Agencies” will be considered further for “Techno-Commercial Evaluation”. The evaluation score given to these agencies will be taken for further consideration.

## 19. TECHNO-COMMERCIAL EVALUATION

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

This format requires the applicants to quote the “Rate of Digital Media Commission”

The Technical Evaluation Score & Rate of Digital Media Commission will be considered as parameter for techno-commercial evaluation.

The commercial bids of these “Qualified Agencies” will be opened in the presence of representatives of these agencies.

In order to give due importance to the technical strengths of Digital Agencies, it has been decided to give weightage to Technical Score & “Rate of Digital Media Commission”

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

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

LC = Lowest “Rate of Digital Media Commission” among the qualified Agencies.

C = Rate of Digital Media Commission quoted by each agency.

T = Technical Evaluation Score of each Agency.

HT = Highest Technical Evaluation Score among the “Qualified Agencies”

Wt = Weightage for Commercial evaluation = 30%

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

The following is an illustration of the above procedure:

| No | Service Provider | Technical Evaluation Score | Rate of Digital Media Commission | “Score” |
|----|------------------|----------------------------|----------------------------------|---------|
| 1  | XYZ Ltd          | 54                         | 2 %                              | 88.15   |
| 2  | ABC Ltd          | 58                         | 4 %                              | 77.46   |
| 3  | 123 Ltd          | 65                         | 3 %                              | 90.00   |

In the above example, 123 Ltd has scored the highest.

- Based on this “Score”, the agencies will be ranked. Agency scoring the highest “Score” is considered as L-1 and the “**Rate of Digital Media Commission**” quoted by this Agency will be treated as benchmark rate for **Digital Media Commission**.
- Since Bank is proposing to empanel FIVE Digital Agencies, Bank would invite the top FIVE agencies based on the above “Score” and seek the agencies to match the benchmark “Rate of Digital Media Commission”. Agencies agreeing to this arrangement will be considered for empanelment. In case, any of the agencies under consideration for empanelment has quoted the rate lower than the benchmark Rate of Digital Media Commission, then the lower rate quoted by them will only be the Rate of Digital Media Commission for that empanelled agency.
- The “Rate of Digital Media Commission” so computed and mutually agreed between the Bank and the respective Agency shall remain fixed during the entire period of contract as detailed in para no. 10.0 and shall not be subject to variation on any account.

## 20. **SUBMISSION OF BID**

Interested Agencies may submit the Sealed Bid as advised below:

**ONLY ONE ENVELOPE SHOULD BE SUBMITTED. THIS ENVELOPE WILL BE SUPER-SCRIBED AS “TENDER FOR EMPANELMENT OF DIGITAL MARKETING AGENCIES”**

The above envelope should contain the following **2 (TWO) sealed envelopes** as detailed below:

### 20.1 **SEALED ENVELOPE I**

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

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

- Technical bid as per the format – Annexure I

- Necessary documents as evidence in support of Eligibility Criteria as mentioned in Para 2.0
- A Corporate brochure of the agency
- Documentary evidence as per Annexure I, 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 Digital Marketing 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 GST Registration, latest Income Tax Return / PAN Card

## 20.2 SEALED ENVELOPE II

It should contain Commercial bid for **Digital Media Commission** as per Annexure II duly signed by authorized representative of Agency with company seal and superscribed as "**Tender for Empanelment of Digital Marketing Agency – Commercial Bid for Digital Media Commission**".

**20.3** Open envelopes or envelopes which are not sealed will not be accepted.

**20.4** Tender sent / submitted via courier / speed post shall not be accepted.

**20.5** Tender should be Hand – Delivered.

**20.6** Each bidder acknowledges and accepts that Bank of Baroda may, in its sole discretion, apply whatever criteria it deems appropriate in the selection, not limited to those selection criteria set out in this document.

**20.7** The bids shall contain no overwriting, except where necessary to correct errors made by the Agency officials and should be authenticated by the official who has signed the bid.

**20.8** An authorized representative of the Agency shall authenticate/sign all pages of the original bid proposal. The authorization of such a representative shall be in the form of a letter or in any other form demonstrating that the representative has been duly authorized to sign and submit the proposal and shall be enclosed to the Proposal.

**20.9** The signed proposal shall be marked "ORIGINAL". The agencies should adhere to all instructions and submit relevant documents which have been specified in the RFP. Submission of applications without complying with the instructions will result in their rejection. Please submit the signed copies of the Technical Bid and Financial Bid in 2 separate sealed envelopes only which will be used as basis for the legally binding offer. The bids should be accompanied by the documents specified in the Annexures to this RFP.

- 20.10** The Financial Bid should be quoted and presented in a separate sealed cover. Please highlight the Digital Media Commission fee and this should not include taxes separately. The Financial Bid should not include any conditions attached to it and any such conditional Financial Bid shall be liable for rejection. The Agency shall express the fee in Indian Rupees only.
- 20.11** The signed original bid be placed in a sealed envelope clearly marked “TECHNICAL.
- 20.12** Similarly, the signed original Financial/Commercial Bid shall be placed in a sealed envelope clearly marked “Financial Bid” followed by the name of the Assignment/job i.e. Bank of Baroda Digital Agency.
- 20.13** The Financial Bid shall contain the documents to be submitted in the standard formats given in Annexure II of this RFP Document.
- 20.14** The Earnest Money Deposit (EMD) for the application related to empanelment of Digital Marketing Agency shall be Rs 5,00,000/- (Rupees Five lacs only) payable by Demand Draft or Pay Order favoring “Bank of Baroda ” payable at Mumbai is to be submitted along with the application Form (Technical Bid)
- 20.15** The completed proposal (Technical Bid) to be submitted along with the requisite enclosures and demand draft of Rs. 5,000/- towards Non-refundable fee / cost of RFP (non-refundable) favoring “Bank of Baroda” payable in Mumbai.
- 20.16** Bank of Baroda shall not be responsible for misplacement, losing or premature opening, if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a cause for rejection of Proposal and no communication will be entertained in this regard.

The ONE ENVELOPE should be clearly marked “TENDER FOR EMPANELMENT OF DIGITAL MARKETING AGENCIES” and should be hand – delivered on or before , 2017, before 1:00 pm to

**The General Manager,  
Marketing, Corp. Communications & WMS,  
Bank of Baroda,  
6<sup>th</sup> Floor, Baroda Sun Tower, C-34- G Block,  
Bandra Kurla Complex, Bandra (E), Mumbai-400051**

**21. Bank of Baroda RESERVES THE RIGHT:**

- 21.1 To accept or reject any or all the proposals;
- 21.2 Cancel the RFP process at any time without assigning any reasons therefore, Re-issue the RFP, if cancelled

- 21.3 The appointed Agency will have to execute a contract with the Bank in the format approved by Bank of Baroda, which will be delivered to them upon their appointment.
- 21.4 The Agency or its personnel shall not disclose any confidential/vital information which are disclosed / provided to them during the course of briefing or any discussion or acquired by the agency to any third party without prior permission of Bank and such information will be kept confidential even after the termination/expiry of the agreement. The selected agency shall be required to sign a non-disclosure agreement with Bank of Baroda to this effect or undertake confidentiality obligation and this effect in the contract to be executed with Bank of Baroda.
- 21.5 The empanelment does not guarantee any minimum business.
- 21.6 Bank shall make every effort to issue instructions and approval in writing to the agency. However, if the same is conveyed verbally, the agency shall get it confirmed immediately from Bank of Baroda at the earliest in writing to avoid disputes.
- 21.7 The Agency is expected to be sincere and prompt in responding to the call of Bank. The execution of job is to be time bound and with all required information so as to avoid delay or duplication. The agency should be able to execute order at short notices and even on holidays.
- 21.8 The rates approved by Bank shall be treated as final. In case of any revision thereof for whatever reasons, the Agency shall intimate the same to Bank immediately and seek fresh approval.
- 21.9 Bank of Baroda reserves the right to invite agencies outside the empanelled agencies, in cases it is deemed fit to do so or if the empanelled agency is unable to meet the expectations of the bank.
- 21.10 Proposal must be strictly as per bid application (Form A and B) and photocopy of all required documents should be attached as duly marked/ numbered enclosures. A list of required documents that needs to be enclosed with bid application and their tag Nos. are given at the end of bid application/proposal and these should be arranged in this order only. All photocopies attached with bid application should be verified by the authorized signatories under his signature and agency's/company's seal.

## **22. CANCELLATION OF ORDER / TERMINATION OF CONTRACT**

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice. In following events Bank shall terminate this assignment or cancel any particular order if Vendor:

- breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or

- failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of sub standard materials/ services ;
- Delay in delivery / installation / commissioning of services.

This Tender or subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or

The other Party becomes the subject of a court order for its winding up.

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 Vendor at least 30 days prior notice in writing. 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.

### **23. SET OFF**

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to earmark set-off or adjust any amounts due to Bank under any of the clauses of this agreement for delay, failure or non performance of any condition, undertaking and commitment or for breach of any terms of this agreement.

This clause shall override all other clauses of this document and shall also survive the termination.

### **24. 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.

### **25. 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.

### **26. 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.

### **27. 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.



## **28. 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.

## **29. SUBCONTRACTS**

The Agency as and when required may subcontract the work provided with prior permission from the Bank. The Agency shall be solely responsible for the performance of sub contractors appointed by it.

## **30. SUBMISSION OF BIDS**

**Tender complete in all respects may be submitted ONLY IN PERSON to the General Manager (Mktg, Corp. Comm. & WMS), Bank of Baroda, Baroda Sun Tower, C – 34, G Block, Bandra Kurla Centre, Bandra (East), Mumbai – 400 051, on Bank’s working days from Monday to Friday: Time 10.00 am to 5.00 pm and 1st, 3rd and 5th Saturday :10.00 am to 5.00 pm. Tenders received after due date & time shall not be entertained. Tenders received by post or courier will also not be entertained.**

Bank of Baroda shall at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of Bank of Baroda and agency previously subject to the deadline will thereafter be subjected to the deadline as extended.

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

## **31. 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 email 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.

Agencies may request clarifications on any clause of the RFP documents by raising queries via email to [social.media@bankofbaroda.com](mailto:social.media@bankofbaroda.com) before the time and date stipulated for the said purpose. However, it may be noted that non-receipt of reply to the queries raised by an



interested entity shall not be accepted as a valid reason for non- submission of offer or delayed submission.

Bank may at its sole discretion, but without being under any obligations to do so, amend, update, clarify, modify or supplement the RFP by issuing an addendum/corrigendum/clarification in writing, which, if any, will be posted on the bank's website and shall be binding on all the concerned. To enable the bidders to take into account the impact of the amendments in their proposals, Bank may, at its sole discretion, extend the deadline for submission of proposals.

### **32. CLARIFICATION OF BID DOCUMENTS BY AGENCY**

A prospective Agency, requiring any clarification on the Bid Documents shall notify Bank of Baroda in writing or by E-MAIL at Bank of Baroda's mailing address indicated in the invitation of Bid at least 7 days prior to submission of the tender.

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

### **33. CLARIFICATION OF BIDS BY BANK**

To assist in the examination, evaluation and comparison of bids, Bank of Baroda may, at its discretion ask the Agency for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the Agency shall be entertained.

### **34. AMENDMENTS IN DOCUMENTS**

At any time, prior to the date of submission of Bids, Bank of Baroda may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective agency, modify bid documents by amendments.

The amendments shall be notified in Bank's website [www.bankofbaroda.co.in](http://www.bankofbaroda.co.in) and these amendments will be binding on the Agencies.

In order to afford prospective Agencies a reasonable time to take the amendment into account in preparing their bids, Bank of Baroda may, at its discretion, extend the deadline for the submission of bids suitably.

### **35. POWERS TO VARY OR OMIT WORK**

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by Bank.

The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidder shall carry out any such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. Any suggested variations if implemented, would, in the opinion of the finally selected bidder, , prevent them from fulfilling any of his obligations under the contract, the bidder shall notify the Bank thereof in writing with reasons for holding such opinion and Bank may instruct the successful bidder to make such other modified variation without prejudice to the contract.

The finally selected bidder shall carry out such variation and be bound by same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms the concerned bidder's instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable commercial implications.

Any agreed difference in cost occasioned by such variation may be added to or deducted from the value of the contract as the case may be.

In any case where the successful bidder has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidder involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

### **36. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

Bank of Baroda reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason

whatsoever and without thereby incurring any liability to the affected agency or agencies on the grounds of Bank of Baroda's action.

### **37. OPENING OF BIDS BY BANK OF BARODA**

Bank of Baroda shall open the Technical bid (Envelope I) in the presence of authorised representatives of the bidders and the Evaluation Committee will study the Technical bids.

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

### **38. AWARD OF SELECTION**

Bank of Baroda shall consider empanelment of Agencies, whose offer have been found technically, commercially and financially acceptable and evaluated as the most suitable by Bank of Baroda. Empanelled Agencies will have to enter into an agreement with Bank of Baroda as per terms and conditions in this tender document.

### **39. ASSIGNMENTS**

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

### **40. GENERAL CONDITIONS**

The general condition shall apply in contracts made by the Bank for availing the services of Selected Agency.

The selected Agency shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery / performance of the services from time to time. Agency shall be responsible for adhering to other industry norms applicable to their area of business.

### **41. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHT:**

All rights for reproduction, editing and future use of the creative layouts accepted for release and/or released by the bank shall be with Bank of Baroda unless otherwise stated explicitly

& agreed by Bank of Baroda at the time of accepting the layout. The agency shall indemnify Bank of Baroda against any third party claims of infringement of patent, copyright, trademark or industrial design, intellectual property rights arising from use of any design/model if any under the scope of contract including all legal and court costs and expenses, court awarded damages/compensation, out of pocket expenses etc incurred by Bank of Baroda.

- The selected Agency at its own cost will defend or settle any claim against Bank of Baroda to the effect that the selected Agency infringed any Intellectual Property Rights, trade mark, copy right etc. of any person (including third party).
- In the event of any actions being contemplated or instituted against the Bank, for alleged infringement of any intellectual property right or other statutory or common law rights, the Bank reserves the right to cancel immediately its contract or part thereof yet to be undertaken and the Agency shall compensate / repay the Bank any of the commission already paid to the Agency or any other loss that might be incurred by the Bank.
- Bank of Baroda through its authorized officers shall have right to inspect the services regarding conduct of Digital Marketing services for the Bank. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the agency.
- Bank of Baroda reserves the right to disqualify such agencies who have a record of not meeting contractual obligations against earlier contracts entered into with Bank of Baroda.
- Bank of Baroda reserves the right to blacklist an agency for a suitable period in case the agency fails to honor its bid without sufficient grounds and circulate its names to IBA, RBI and other peer banks.
- The Selected Agency/Agencies shall ensure secrecy of Digital Marketing related brief, other data which is shared, its findings & recommendations etc.
- The selected Agency/ Agencies shall ensure proper typography and lay out for each advertisement so that minimum space will be spent as far as possible.
- In case Bank of Baroda desires the advertisement or other services to be published/ broadcasted in any other regional languages, translation of advertisement text from English to regional languages shall be done by the agency free of cost and vice versa.
- It shall be obligatory on the part of agency to share the sources of secondary data, primary data, Bank of Baroda interviews/questionnaires etc. and any other items, which are not proprietary property of the agency.
- Models / actors used for Bank of Baroda for campaigns, individual ads. etc. will be selected by the Bank.

#### **42. EARNEST MONEY DEPOSIT (EMD) & NON-REFUNDABLE COST OF RFP**

- The Earnest Money Deposit (EMD) for the application related to selection of Digital Marketing Agency shall be Rs 5,00,000/- (Rupees Five lacs only) payable by Demand Draft or Pay Order favoring “Bank of Baroda ” payable at Mumbai is to be submitted along with the application Form (Technical Bid) and is refundable only on the non-acceptance of the offer. Application submitted without EMD will not be entertained. The Earnest Money Deposit (EMD) of the successful Agency will be refunded after signing an agreement with the Bank. No interest is payable for the period EMD money is kept with the Bank. The bank guarantee should be issued by any scheduled commercial bank, other than Bank of Baroda. The EMD shall be forfeited in the event of withdrawal of bid during the period of bid validity or if the successful bidder fails to sign the contract in accordance with the terms and conditions and other requirements specified in RFP or any act of the bidder not in line with contract obligations.
- 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 Agencies shall not use the name of the Bank or its logo to promote their business without prior permission from Bank of Baroda.

#### **43. CONTACTING BANK OF BARODA**

No agency shall try to influence Bank of Baroda on any matter relating to their bid, from the time of the bid opening till the time the contract is awarded. Any effort by an agency to influence Bank of Baroda in bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

#### **44. INDEMNITY**

The Vendor 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, 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:

- Bank’s authorized / bona fide use of the Deliverables and /or the Services provided by Vendor under this assignment ; and/or
- Negligence or willful misconduct of the Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this assignment; and/or

- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub-contractors
- or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this assignment; and/or
- breach of confidentiality obligations of the Vendor; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

Bank shall notify the Vendor in writing as soon as practicably possible when the Bank becomes aware of the claim, and shall co-operate with the Vendor in the defense and settlement of the claims.

The Vendor shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the Vendor with the assistance, information and authority reasonably necessary to perform the above.

In the event of successful bidder not fulfilling 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.

#### **45. SETTLEMENT OF DISPUTES**

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 vendor, any disagreement or dispute arising between them under or in connection with the contract.

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

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the vendor and Bank, the Bank and the vendor 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. Arbitration will be carried out 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.

#### **46. GOVERNING LAWS**

This RFP and The subsequent contract shall be governed and construed and enforced in accordance with the laws of India. both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

#### **47. CONFLICT OF INTEREST**

Bank of Baroda requires that Agencies provide professional, objective and impartial services and at all times hold Bank's interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

Agencies shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Bank of Baroda, or that may reasonably be perceived as having this effect. If the Agencies fail to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Agencies during bidding process or the termination of its Agreement during execution of assignment. Employees of Bank of



Baroda shall not work as, for or be a part of the firm/company or Agency (ies). Similarly employees of the agency shall not have any right of employment in the Bank.

#### **48. SERVICE LEVEL AGREEMENT AND NON-DISCLOSURE AGREEMENT**

The selected vendor shall execute (a) empanelment agreement, which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected vendor shall execute the agreements within two months from the date of acceptance of letter of appointment or as intimated by the Bank. The all the expenses related to execution of the document such as The applicable stamp duty and registration charges if any shall be born by the vendor.

#### **49. BANK OF BARODA RESERVES THE RIGHT TO:**

- a) Reject any and all responses received in response to the RFP
- b) Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
- c) Extend the time for submission of all proposals
- d) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- e) Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- f) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- g) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- h) Change the time schedule of the RFP for inviting the bids or evaluation thereof
- i) Modify the quantity or any specifications related to eligibility or technicalities.
- j) no obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.



## **50. 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 BOB 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 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 BOB shall be liable to the Service Provider 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.

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.

## **51. COVENANTS OF THE SERVICE PROVIDER:**

It is duly incorporated, validly existing and in good standing under as per the laws

It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions of this assignment by vender and the performance of its obligations under this project are duly authorized and approved by all necessary action and no other action on the part of vender is necessary to authorize the execution, delivery and performance under an Agreement. The vendor shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this

Agreement. The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of Bank:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by Bank; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of Bank.

- shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel who are working in the premises of bank.
- shall not exercise any lien on any of the assets, documents, instruments or material belonging to BOB and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BOB.
- shall regularly provide updates to BOB with respect to the provision of the services and shall meet with the personnel designated by BOB to discuss and review its performance at such intervals as may be agreed between the Parties.
- shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- shall not violate any proprietary and intellectual property rights of BOB or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.



- shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as specified by bank from time to time.
- shall not work in a manner which, in the reasonable opinion of Bank , may be detrimental to the interests of BOB and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.

**General Manager**

**(Mktg, Corp. Comm. & WMS)**

**Bank of Baroda**

**6<sup>th</sup> Floor, Baroda Sun Tower**

**BKC, Mumbai.**

**Annexure I.**

**PARTICULARS FOR EMPANELMENT OF DIGITAL MARKETING AGENCIES TECHNICAL BID**

**(To be submitted by digital marketing agencies on their letter heads)**

The General Manager  
(Mktg, Corp. Comm. & WMS)  
Bank of Baroda  
Baroda Sun Tower  
C – 34, G Block,  
Bandra Kurla Complex,  
Bandra (East), Mumbai – 400 051.

Dear Sir/Madam,

We hereby offer to submit our request for empanelment of DIGITAL MARKETING AGENCY of the Bank of Baroda as per Tender Notice no. BCC: MKTG: EMP\_DMAGNC:110:186 Dt 03.02.2018 for “**Empanelment of DIGITAL MARKETNG AGENCIES**”. We unconditionally agree to abide by the Terms & Conditions specified therein.

As per the terms & conditions we have enclosed an Account Payee Demand Draft / Pay order of Rs.5,00,000/- (Rupees Five Lac Only) towards Earnest Money Deposit (EMD) & Rs 5,000/- (Rs Five thousand only) towards Non Refundable Cost of application fees in favour of Bank of Baroda payable at Mumbai .

Our brief profile is as under

| SN | Parameters  | Particulars/Description |                      |                 |                      |
|----|---|-------------------------|----------------------|-----------------|----------------------|
| 1  | Name & Address of the Agency/Firm<br><br>(Details of Tel. Fax, Email)   |                         |                      |                 |                      |
| 2  | Constitution of the Agency/Firm<br><br>(Proprietorship / Partnership / Joint venture or registered under Companies Act enclose necessary documentary proofs ) |                         |                      |                 |                      |
| 3  | Date of Establishment   |                         |                      |                 |                      |
| 4  | Details of Statutory registrations of the Agency/Firm   | SN                      | Registration for     | Registration No | Date of Registration |
|    |   | 1                       | PAN                  |                 |                      |
|    |   | 2                       | GST                  |                 |                      |
|    |   | 3                       | RoC                  |                 |                      |
|    |   | 4                       | Shop Establishment & |                 |                      |
| 5  | Other   |                         |                      |                 |                      |
| 5  | Name of Proprietor/Partners/ Directors of the Agency/Firm   |                         |                      |                 |                      |

| 6           | Details of 3 key functional personnel of the Agency/Firm   | Annexure F  |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
|-------------|--|---|---------------------|------------------------|--------------------------|--------------------------|-------------|---------|---------|---------|-----------|--|--|--|------------|--|--|--|-----------|--|--|--|
| 7           | Financials of the Agency/firm for the last 3 years<br>(mention amount in crores Rs.)                                       | <table border="1"> <thead> <tr> <th>Particulars</th> <th>2014-15</th> <th>2015-16</th> <th>2016-17</th> </tr> </thead> <tbody> <tr> <td>Turn over</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net profit</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net-worth</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> |                     |                        |                          |                          | Particulars | 2014-15 | 2015-16 | 2016-17 | Turn over |  |  |  | Net profit |  |  |  | Net-worth |  |  |  |
| Particulars | 2014-15  | 2015-16   | 2016-17             |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
| Turn over   |  |   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
| Net profit  |  |   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
| Net-worth   |  |   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
| 8           | Present Banker of the Agency/Firm<br><br>(attach statement of each account for last 6 months)                              | S.N.  | Name of the Bank    | Branch and address     | Account number           |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
|             |  | 1   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
|             |  | 2   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
|             |  | 3   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
|             |  | 4   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
| 9           | Employees Details  | Employees   |                     | Nos                    | Work Exp in Digital Mktg |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
|             |  | Digital Marketing/Media Strategies  |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
|             |  | Digital Media Planner   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
|             |  | Client services   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
|             |  | Creative / content  |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
|             |  | Data Analytic   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
| 10          | Details of work sample if any  |   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
| 11.         | Organisation chart<br>(Use separate sheet to create the chart)   |   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
| 11          | Industry recognitions, awards and accolades won during last three years. (attach copy of certificates as enclosure)        |   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
| 12          | List of the existing clients (as per format given) (contact details will be used for checking references)                  | SN  | Name of client/firm | Name of contact person | Phone                    | Empanelled/engaged since |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
|             |  |   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
|             |  |   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
| 13          | List of the clients acquired during last 3 years (as per format given) (contact details will be used for check references) | SN  | Name of client/firm | Name of contact person | Phone                    | Empanelled/engaged since |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
|             |  |   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
|             |  |   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
| 14          | List of the clients lost in last 3 years (contact details will be used for check references)                               | SN  | Name of client/firm | Name of contact person | Phone                    | Empanelled/engaged since |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
|             |  |   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |
|             |  |   |                     |                        |                          |                          |             |         |         |         |           |  |  |  |            |  |  |  |           |  |  |  |

|    |   |  |   |  |        |                |
|----|---|--|---|--|--------|----------------|
| 15 | Major campaigns handled for single products/services/brand involving spent of Rs. 50 lacs and above during last three years (as per format given) | SN   | Name of campaign                        | Media used                                 | Amount | Name of client |
|    |   |  |   |  |        |                |
|    |   |  |   |  |        |                |
| 16 | Details regarding litigations Agency / Firm has   | SN   | Other party of litigation / Dept./court | Agency/Firm status (Applicant /Respondent) |        |                |
|    |   | 1  |   |  |        |                |
|    |   | 2  |   |  |        |                |
|    |   | 3  |   |  |        |                |
| 17 | Tools used in day-to-day operations (mention all research, analytics, lead capture any other innovation tools used in daily operations)           |  |   |  |        |                |
| 18 | If Agency/ Firm is maintaining own website, its URL   |  |   |  |        |                |
| 19 | Provide past case studies in 15 slides where the agency has executed the mentioned details for any of their clients :                             | <ul style="list-style-type: none"> <li>• Expertise in search</li> <li>• Award winning Innovations in campaigns</li> <li>• Optimization of media budgets by drastically reducing CPL/CPA</li> <li>• Lead analysis and actions to improve lead quality</li> <li>• Integration with traditional and social media</li> <li>• Brand security measures</li> <li>• Content Strategy</li> <li>• Data Analytics</li> <li>• Viral marketing</li> </ul> |   |  |        |                |

We certify that the above particulars are correct and we understand and agree that if any statement is found to be false or not correct, Bank of Baroda reserves the right to remove us as appointed Design Agency, if appointed, with immediate effect and Bank's authority in this regard shall full, final and binding on us. We understand and agree that the empanelment does not obligate Bank in any manner. We also understand that Bank of Baroda has the right to cancel the name of the agency from the approved lists at its absolute discretion at any time during the term of the engagement.

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

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

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

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

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

**Seal of the firm and date**

**LIST OF ENCLOSURES TO BE ATTACHED WITH TECHNICAL BID APPLICATION**

[Form - A]

[To be marked as enclosure No...]

| SN   | Description of the documents to be attached  | To be with form A and marked as enclosure |
|--|--|---|
| 1  | Authorisation letter (as per format of Annexure-A)   | I   |
| 2  | Bid submission letter (as per format of Annexure-B)  | II  |
| 3  | Certificate of Registration of Agency/Firm   | III                                       |
| 4  | Documents related to constitution of Agency (Memorandum /Articles of association/ Partnership Deed etc. Mentioned at SN-3 of Form-A)                     | IV  |
| 5  | Address proof of Mumbai Office (latest landline MTNL/Electricity bill/Registration with Shop & establishment Dept./registered rent agreement/lease deed) | V   |
| 6  | Photocopy of statutory registrations (mentioned at SN. 4 of proposal of Anx I)   | VI  |
| 7  | Copy of Audited Balance sheet of Agency/firm for last 3 years  | VII                                       |
| 8  | Auditor's Certificate regarding financials (as per format of Annexure-C)   | VIII                                      |
| 9  | Statement of accounts (stated at SN. 8 of Anx I)   | IX  |
| 10   | Details /description of work sample (mentioned at SN-10 of Anx I)  | X   |
| 11   | Photocopy of certificates etc. in support of Industry recognition/   | XI  |
| 12   | Awards/Accolades won during last 3 years (mentioned at SN. 11 of Anx I)  |   |
| 13   | Declaration by Agency/Firm regarding overdue etc. (as per Annexure – D)  | XII                                       |
| 14   | Self-certified list of clients where Agency / Firm is presently engaged  | XIII                                      |
| 15   | Self-certified list of clients acquired by Agency/Firm during last 3 years   | XIV                                       |
| 16   | Organizational structure chart of the Agency/Firm  | XV  |
| 17   | Status regarding litigations Agency/Firm has (as per annexure –E )   | XVI                                       |
| 18   | Curriculum Vitae of core staff (as per annexure –F)  | XVII                                      |
| 19   | Photo copy of documents in support of professional qualification of core staff   | XVIII                                     |
| 20   | Format for seeking clarifications on RFP (as per annexure –G)  | XIX                                       |
| 21   | Application money (Rs 5,000/- (Rupees Five Thousand Only)  | XX  |
| 22   | Earnest money deposit (EMD) - Rs 5,00,000/- (Rupees Five Lacs Only)  | XXI                                       |
| Other enclosures attached by the bidder to be marked accordingly |  |   |

**Annexure II**

**PARTICULARS FOR EMPANELMENT OF DIGITAL MARKETING AGENCIES – COMMERCIAL BID – COMMISSION FOR CREATIVE**

**(To be submitted by digital marketing agencies on their letter heads)**

The General Manager  
(Mktg, Corp. Comm. & WMS)  
Bank of Baroda  
Baroda Sun Tower  
C – 34, G Block,  
Bandra Kurla Complex,  
Bandra (East), Mumbai – 400 051

Dear Sir/Madam,

We hereby submit our Commercial Bid for empanelment of DIGITAL MARKETING AGENCY of the Bank of Baroda as per proposal reference no. BCC: MKTG: EMP\_DMAGNC:110:186 Dt 03.02.2018. We unconditionally agree to abide by the Terms & Conditions specified therein.

| <b>Sr.</b> | <b>Particulars</b>   | <b>Details/Remarks / Charges</b> |
|------------|--|----------------------------------|
| 01.        | Name and contact details of agency' head office.   |                                  |
| 02.        | The contact details of person authorized to make commitments to the Bank                               |                                  |
| 03         | <b>**Digital Media Commission fee</b> as a % of Gross Media Releases Cost across various Digital Media |                                  |

\*\* The above commission fee / cost is excluding taxes & other relevant duties etc.

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

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

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

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

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

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

**Seal of the firm and date**



**Annexure - A**

Authorisation to sign documents

\*pertaining to bid submission against RFP No:..... for appointment of Digital Marketing Agency in Bank

[to be given on agency/firm/company letter head]

It is certified that Agency/firm M/s..... having its registered office at..... is submitting a bid proposal against RFP No:.....for appointment of digital agency in Bank of Baroda.

In connection with the above Shri..... working with the company as.....has been duly authorised to sign bid proposal documents or any other documents related to this bid submission.

Agency/firm is liable of the consequences arising by the act of signing bid documents by Shri.....

Signature :

Name of Signatory:

Designation :

Seal of Agency/firm/company

Date :

Place :

---

\* If agency is a company, certified copy of the extract of Company's Board Resolution to this effect shall be required

**Annexure - B**

Bid Submission letter (on Agency's letter head)

To,

The General Manager,  
Marketing & Corp. Comm. & WMS  
Bank of Baroda, Baroda Sun Tower  
C-34, G Block, Bandra Kurla Complex  
Bandra (E), Mumbai –400051

Sir,

**RFP NO:FOR APPOINTMENT OF DIGITAL AGENCY SUBMISSION OF BID**

We submit our Bid/Proposal herewith. In this connection, we understand that:

1. Bank is not bound to accept the lowest or any bid received by the Bank, and Bank may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. Bank may follow close or open bidding process as per requirement of the Bank.
3. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form.
4. If our Bid is accepted, we shall be jointly and severally responsible for the due performance of the contract
5. Bank may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever, as per Bank's requirement.
6. Vendor means the bidder who is decided and declared so after examination of commercial bids.
7. Bank can, on its sole discretion, conduct independent due diligence in respect of the information furnished in bid/proposal or any document(s) attached thereto.
8. This bid/proposal comprises of total .....pages, and .....enclosures marked as enclosure-1 to enclosure-....

Yours faithfully,

Signature with date:

Name of authorized signatory:

Seal of agency/firm

**Annexure-C**

[ON THE LETTER HEAD OF AUDITORS /CHARTERED ACCOUNTANTS]

**CERTIFICATE**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that M/s.  
..... having its Registered Office  
..... had achieved the following  
level of Turnover/Net profits/ Net worth in respect for the financial years mentioned hereunder  
:

(Rs. In Crores)

| Particulars            | 2014-15 | 2015-16 | 2016-17 |
|------------------------|---------|---------|---------|
| Gross Annual Turn over |         |         |         |
| Net profit             |         |         |         |
| Net-worth              |         |         |         |

The figures certified for the stated Financial Years are based on the Books of Account, Audited Balance Sheet of the Company and the records produced before us.

Signatures of Auditors / Chartered Accountants

Name:

Seal

Place:

Date:

**Annexure-D**

(On the letterhead of the Agency duly stamped and signed)

**DECLARATION-CUM-CERTIFICATE**

**TO WHOMSOEVER IT MAY CONCERN**

This is certify that this Agency has no overdues owing to any Agency/Central/State Government/Public Sector Undertakings/ Banks/RBI/IBA/any other Corporates/any regulatory authority or any other organization.

This is also certified that our Agency has not been backlisted by any Central/State Government/Public Sector Undertakings/ Banks/RBI/IBA/any other Corporates/any regulatory authority.

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending against, other than those mentioned in Annexure E attached to the bid/proposal, that may have an impact affecting or compromising the delivery of services required.

Signature of Authorized person:

Signed at \_\_\_\_\_ dated \_\_\_\_\_ by \_\_\_\_\_

Designation \_\_\_\_\_ for \_\_\_\_\_ Agency

Seal of Agency

**Annexure-E**

(On the letterhead of the Agency duly stamped and signed)

**STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER**

| SN | Other party to litigation | Case no | Status of bidder in litigation (Applicant / Respondent) | Briefs of litigation |
|----|---------------------------|---------|---|----------------------|
| 1  |                           |         |   |                      |
| 2  |                           |         |   |                      |
| 3  |                           |         |   |                      |
| 4  |                           |         |   |                      |

Signature of Authorized person:

Signed at \_\_\_\_\_ dated \_\_\_\_\_ by \_\_\_\_\_

Designation \_\_\_\_\_ for \_\_\_\_\_ Agency

Seal of Agency

**Annexure-F****CURRICULUM VITAE (CV) OF PROFESSIONAL STAFF TO BE ENGAGED WITH Bank of Baroda**

1. Name of Agency [Insert name of firm proposing the staff]:
  
2. Name of Staff [Insert full name]:
  
3. Proposed Position:
  
4. Nationality:
  
5. Education qualification [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
  
6. Membership of Professional Associations:
  
7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]:
  
8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
  
9. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment see format here below: dates of employment, name of employing organization, positions held.]:

From [Year]:                      To [Year]:

Employer:

Positions held:

10. Detailed Tasks Assigned

11. Work Undertaken that Best Illustrates capability to Handle Tasks Assigned

- a) List all tasks to be performed under this assignment
- b) Among the assignments in which the staffs have been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 10.]
  - (i) Name of assignment or project:
  - (ii) Year:
  - (iii) Location:
  - (iv) Client:
  - (v) Main project features:
  - (vi) Positions held:
  - (vii) Activities performed:

Note:

Use separate sheets for different projects. Please provide at least 3 such client references)

(Signature of Authorised Signatory)  
Name of the Authorised Signatory:  
Firm Name:



**Annexure-G**

(On the letterhead of the Agency duly stamped and signed)

**Format for seeking clarification /Pre-bid queries (in word document only)**

| SN | Page No. | Clause | Query |
|----|----------|--------|-------|
| 1  |          |        |       |
| 2  |          |        |       |
| 3  |          |        |       |

Signature of Authorized person:

Signed at \_\_\_\_\_ dated \_\_\_\_\_ by \_\_\_\_\_

Designation \_\_\_\_\_ for

\_\_\_\_\_ Agency Seal of Agency