

REQUEST FOR EMPANELMENT OF DIGITAL COLLECTIONS AGENCY

देय राशि की वसूली के लिए डिजिटल एजेंसी को पैनल में शामिल
करने के प्रस्ताव हेतु अनुरोध

Bank of Baroda
Baroda Corporate Centre
Receivables Management Department
C-26, G-Block
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

RECEIVABLES MANAGEMENT DEPT
RFE Reference: BCC: RECMGMNT: 115:06

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1. IMPORTANT DATES

1	Date of commencement of Bidding Process (Posting of Tender document on Website / Publication of Tender)	28.09.2022
2	Last date and time for receipt of written queries for clarification from bidders over mail	05.10.22 upto 02.00 p.m.
3	Pre-Bid Meeting	06.10.22 at 03.00 p.m.
4	Last Date and Time for Bid Submission	20.10.2022 upto 03.00 p.m.
5	Date and Time of Technical Bid Opening	<p>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. Date & Time: 20.10.2022 at 4.30 p.m. Place of opening of bids :</p> <p>Bank of Baroda Baroda Corporate Centre Receivables Management Dept C-26, G-Block Bandra Kurla ComplexBandra (East) Mumbai - 400 051</p>
6	Date for presentation	Will be advised to shortlisted bidders separately
7	Date of Commercial Bid Opening	
8	Address for communication (Bank)	<p>Head - Receivables management Retail, MSME and Agri Bank of Baroda Baroda Corporate Centre Receivables Management Dept Department C-26, G-Block Bandra Kurla ComplexBandra (East) Mumbai - 400 051 Email IDs</p>

		head.receiveablesmgmt.bcc@bankofbaroda.co.in Receivables_Mumbai3@bankofbaroda.com
9	Independent External Auditor	<p>1. Shri Harishwar Dayal H-2 Lawyers Colony, Bypass Road Agra 282005 (U p)</p> <p>2. Contact Number 9756844414</p> <p>3. Email ID – dayalagra@gmail.com</p> <p>4. Postal Address H-2 Lawyers Colony, Bypass Road Agra 282005 (U p)</p>
10	Application money	Rs 5,000/- (Rupees Five Thousand Only)
11	Earnest money deposit (EMD)	Rs 5,00,000/- (Rupees Five Lacs Only)

Model Clauses for Tenders as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure (Annexure H)

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

Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose *beneficial owner* is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or

-
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The *beneficial owner* for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company; b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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 agency/bidder 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.

All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the selected bidder or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the selected bidder irrevocably agrees and undertakes and ensures that the selected bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the selected bidder of its obligations hereunder.

The selected bidder shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of the selected bidder obligation under this Agreement. The selected bidder shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

The selected bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable, the selected bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by selected bidder or its affiliates.

The selected bidder shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries and these requirements have been fully complied with.

The selected bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by BOB under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing any of its obligations under this Agreement.

It shall be the incumbent duty of the selected bidder to undertake not to disclose any business related information of BOB to any third person and the selected bidder shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the selected bidder nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of BOB.

However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:

- Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- Prior to the disclosure by BOB was known to or in the possession of the selected bidder at the time of disclosure;
- Was disclosed or parted with the prior consent of BOB;

- Was acquired by the selected bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

The selected bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit. Notwithstanding above BOB shall take all the reasonable care to protect all the confidential information of consultant while performing of the services.

The provisions of this Clause shall survive the termination of contractual agreement

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 one of the largest PSU Bank in India with a network of more than 8400+ branches and 12000+ ATMs spread across India. The Bank has presence in 21 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 favourable brand perception from what it is today, in the process, endeavour 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 collection agencies for rendering the services as mentioned herein.

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

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 for empanelment as Bank's Digital collection agencies at the corporate level for enabling its Receivables Management Dept for collection in Loan accounts through Digital Modes and Communication activities. Bank proposes to empanel these Digital Collection Agencies and these agencies shall be responsible for Digital interventions in collection activities across various digital modes.

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.2018-19, 2019-20 and 2020-21 should be at **least Rs. 5 Crores** in each FY year as per audited balance sheets. For Startups (as defined by Department of Industrial Policy and Promotion), **Gross Annual Turnover** for last 1 year should be at **least Rs. 1 Crore** as per audited balance sheet. Startups should provide certificate from competent authority for the same.

8.2 Recognition in the form of industry acclaimed awards specific to digital intervention campaigns would be an added advantage

- 8.3 The Agency should have a **minimum experience of at least 3 years (For Startups, the minimum experience of at least 1 years)** in digital collection
- 8.4 The Agency should have a full-fledged office in Mumbai or any of the Metro cities and shall allocate a dedicated team (separate from any other brands the agency may be managing) to execute digital loan collection 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 collection at no additional cost.
- 8.5. The Agency, its partners or directors 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 Digital Collection Agencies for the below mentioned broad categories of the work. The work shall be assigned to the Agencies on the basis of various loan products, Areas, Zones etc., 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 Collection Strategy:

The empanelled agencies shall be responsible for the overall Digital Collection campaigns in the Digital platforms, designing of campaign based on the various loan products and areas./zones allotted to it by the bank and implementing them effectively. Campaign should be in all possible digital mediums / formats e.g. SMS, IVR, E-Mail Campaigns, Whats app, Voicebot and any new technology which may develop from time to time etc.

9.2 Digital Media planning, buying & execution:

9.2.1 Digital collection Planning & Content Creation

- a. Understanding of Bank's content route and message
- b. Understanding the Bank's target audience

- c. Identification of suitable digital mode, for the different loan products as per their specification and zones/regions allotted to them

9.3 Content Creation for the Digital Collection

Agency shall undertake content creation for the Bank for various campaigns, tasks assigned & other requirements basis the brief which will be whitelisted by our Corporate PR department for further implementation

9.4 Flowing new ideas and methods:

Agency must be capable to understand the Bank's customer behaviour and plan the digital collection 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 for the digital campaigns.
- b. Optimizing the budgets to reach the targeted lead numbers.
- c. Track all the campaigns and submit resolutions from time to time.
- d. 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.
- e. 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.
- f. The agency will have to keep a track of all campaigns, provide an update on the resolutions achieved and provide analysis of the same on monthly basis.
- g. The agency will also be responsible to provide innovative ideas / concepts which can be executed as per requirements of the bank.

9.7 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 collection system. 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.

9.8 Improving the effectiveness of Digital collection system in Bank

Analyzing the existing digital collection system of the Bank, finding the gaps (comparing with the peer BFSI companies), provide / recommend the solution to minimize the gaps and coordinate/help with IT team / vendors/ agencies to implement the suggestions. Recommend Tools / platforms for building the digital collection automation basis the already available systems in the Bank.

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 collection initiatives.

10. PERIOD OF SELECTION

Bank proposes to empanel the Digital Collection 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 -3- years, if services are found to be satisfactory and subject to performance review of the Agencies from time to time.

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. PAYMENT TERMS

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost quoted by the bidder in the price bid against such activity / item.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery shall be passed on to the Bank.

Also, the payments for each month / quarter (as applicable) will be made only after the acceptance of the relevant activities / deliverables for that month / quarter.

The fees payable by the Bank to Vendor shall be inclusive of all costs including service tax. The Bank shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source (“TDS”), as applicable.

The Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) Working Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.

Any objection / dispute to the amounts invoiced in the bill shall be raised by the Bank within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within thirty (30) Working Days of the settlement of such disputes.

All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the Vendor shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

The invoices for claiming the payment should be submitted along with the following documents:

- a) Acceptance signoff document
- b) SLA Adherence document
- c) Audit trail MIS

13. OTHER TERMS

- 13.1 Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
- 13.2 Agency shall not conduct any advertisement which violates copyrights, trademarks or other kind of rights of third party. In case any claim or suit filed for violation of such rights by the Agency, the Agency shall indemnify the Bank.
- 13.3 The Agency shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by the Bank in any litigation initiated by any third party.
- 13.4 The Agency shall implement the work assigned to it by the Bank on receiving written approval of its estimate submitted to the bank.
- 13.5 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.
- 13.6 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.

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 Collection 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.

14. SELECTION PROCEDURE

Bank will formulate an Evaluation 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 Collection 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 (Annexure 1) and Commercial Bid (Annexure 2) 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 Evaluation 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.

15. 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:

Sr. No	Criteria	Max Marks	Scoring Methodology
A	AGENCY PROFILE		
1	Years of Agency Experience in Digital Collection	10	10 Marks if experience is more than 5 Yrs (For Startup 3 Yrs) 9 Marks if experience is more than 4 Yrs (For Startup 2 Yrs) 8 Marks if Experience is more than 3 Yrs (For Startup 2 Yrs) 5 Marks if Experience is 2 Yrs (For Startup 1 Yrs)
2	Quality of Client List and retention of clients. (10 Marks)	BFSI Clients 10	1 to 2 Clients – 2 Marks (Min. 1 Clients retained for more than 3 years) 3 Clients – 3 (Min. 2 Clients retained for more than 3 years) 4 Clients – 4 (Min. 3 Clients retained for more than 3 years) 5 or More than 5 Clients – 5 (Min. 4 Clients retained for more than 3 years)

		NonBFSI Clients	10	1 to 2 Clients – 2 Marks (Min. 1 Clients retained for more than 3 years) 3 Clients – 3 (Min. 2 Clients retained for more than 3 years) 4 Clients – 4 (Min. 3 Clients retained for more than 3 years) 5 or More than 5 Clients – 5 (Min. 4 Clients retained for more than 3 years)
3	Gross Annual Turnover(GAT) (as defined in eligibility)		10	Full Marks (5) if GAT is more than 15 Crores(For Startup 7 Cr) 4 Marks if GAT is more than 10 Crores (For Startup 5 Cr) 3 Marks if GAT is more than 5 Crores (For Startup 3 Cr) 1 Marks if GAT is more than 3 Crores (For Startup 1 Cr)
	Total (A)		40	
B	PRESENTATION PARAMETER - Digital Collection			
5	Past Performance & Credential	<ul style="list-style-type: none"> Strategic Thinking Innovations executed, if any, please specify by giving details. Awards and Recognition to the Agency in the last 3 years (Industry Recognized) 	15	Subjective Evaluation by the Committee
6	Recommendation on digital collection automation	<ul style="list-style-type: none"> Analyzing the best practices in the industry Recommending tools/process for Collection automation Showcase agency experience in this subject and experience of using/deploying such tools. 	5	
7	Strategy Presentation for Bank of Baroda on Digital collection	<ul style="list-style-type: none"> Understanding of Present Position / Perception about Bank in the digital space. Quality of Team working for Bank of Baroda. Presentation of sample campaigns including action plan / strategy, communication concept proposed for the Bank, leveraging digital channels/platforms for collection 	20	
	Total (B)		40	

	GRAND TOATAL (A+B)	80	
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18.3 The Agency needs to achieve a cut - off score of 70 % (i.e.70% of Total Technical Marks = Minimum 56 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 56 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.

16. 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 Intervention" for all modes of digital tools viz SMS, IVR, Email, Whatapp, Voice Bot, Chat Bot etc

The evaluation of the commercial bid will be on the basis of the internal evaluation by the committee.

The Technical Evaluation Score & Rate of Digital Interventions 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.

17. 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:

17.1 SEALED ENVELOPE I

It will contain the Technical bid for Empanelment of Digital Marketing Agencies as per format (Annexure 1) 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 1
- Necessary documents as evidence in support of Eligibility Criteria as mentioned in Para 8.0
- A Corporate brochure of the agency
- Documentary evidence as per Form A, 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 Collection 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

17.2 SEALED ENVELOPE II

It should contain Commercial bid for **Digital Collection** as per Annexure 2 duly signed by authorized representative of Agency with company seal and super-scribed as **“Tender for Empanelment of Digital collection Agency – Commercial Bid”**.

- 17.3 Open envelopes or envelopes which are not sealed will not be accepted.
- 17.4 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.
- 17.5 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.
- 17.6 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.
- 17.7 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.
- 17.8 The Financial Bid should be quoted and presented in a separate sealed cover. Please highlight the Digital Mode fees 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.

- 17.9 The signed original bid be placed in a sealed envelope clearly marked “TECHNICAL.
- 17.10 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.
- 17.11 The Financial Bid shall contain the documents to be submitted in the standard formats given in Annexure 2 of this RFP Document.
- 17.12 The Earnest Money Deposit (EMD) for the application related to empanelment of Digital Collection Agency shall be Rs 5,00,000/- (Rupees Five lacs only) payable by Bank Guarantee, Demand Draft or Pay Order favouring “Bank of Baroda ” payable at Mumbai is to be submitted along with the application Form (Technical Bid). In case of exemption from submission of EMD, the bidder may submit the relevant documents / certifications issued by suitable Authority.

The earnest money deposit may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank:

1. If the Bidder withdraws its bid during the period of bid validity period specified by the Bidder on the Bid Form; or
 2. In case of the successful Bidder, if the Bidder fails to:
 - Sign the Contract within 1 month of issue of purchase order / letter of intent.
- 17.13 **Unsuccessful Bidder** - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Agency/bidders.
- 17.14 **Successful Bidder** – Bid security money deposit or bank guarantee will be discharged upon the agency/bidder furnishing the Service Level Agreement with the bank. The Bid security Money of the successful agency/bidder may be forfeited or the bank guarantee in lieu of Bid security money may be invoked by the Bank if the successful agency/bidder fails to furnish the Service Level Agreement within 30 days from the date of Bank placing the order for any reason whatsoever and / or the agency/bidder refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.

Exemption from submission of EMD and tender cost shall be given to bidders, who are Micro and Small Enterprises (MSE) and they are exempted from giving EMD may give Bid Security declaration (Annexure – I) in place of EMD. The bidder who are MSE has to submit necessary document issued by NSIC and the bidder who are startups has to be recognize by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of

submission of the tender documents. MSE/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

- 17.15 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.
- 17.16 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 COLLECTION AGENCIES and should be delivered on or before, 20.10.2022, before 3:00 p.m. to

The Head, Receivables Management Department – Retail Assets, MSME and Agri Loans, Bank of Baroda, 2nd Floor, Baroda Corporate Centre, C-26- G Block, Bandra Kurla Complex, Bandra (E), Mumbai-400051

17.17 Validity Period.

RFP Responses must remain valid and open for evaluation according to their terms for a period of at least 120 days from the last date of submission of responses. The Bank shall have the right at its sole and absolute discretion to continue the assignment with the Applicant/s for future requirement on the rates finalized in this processing for various items/activities as described in the Price Bid (to be submitted after appointment), or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, the Bank may solicit the Applicant/s consent to an extension of period of validity.

18. Bank of Baroda RESERVES THE RIGHT:

- 18.1 To accept or reject any or all the proposals;
- 18.2 Cancel the RFP process at any time without assigning any reasons therefore, Reissue the RFP, if cancelled
- 18.3 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.
- 18.4 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.
- 18.5** The empanelment does not guarantee any minimum business.
- 18.6** 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.
- 18.7** 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.
- 18.8** 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.
- 18.9** 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.
- 18.10** 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.

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 Agency:

- 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 Agency 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.
- Delay in commissioning of services.
- Breach of any data to outside agencies.

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 Agency/bidder 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.

Effect of termination

If bank terminate or cancel the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to Bidder, within thirty (30) days of such termination or expiry, of the following:

- All the undisputed fees outstanding till the date of termination;
- Upon the termination or expiry of this Tender and subsequent Agreement:
- The rights granted to Bidder shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Bidder shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

Publicity

Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

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.

ERRORS AND OMISSIONS

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

ACCEPTANCE OF TERMS

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

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.

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.

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.

SUBMISSION OF BIDS

Tender complete in all respects may be submitted ONLY IN PERSON to the Head, Receivables Management Department, Retail Assets, MSME and Agri Loans, Bank of Baroda, Baroda corporate Centre, C – 26, 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.

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 Receivables.Mumbai3@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.

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.

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.

AMENDMENTS IN DOCUMENTS

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

The amendments shall be notified in Bank's website www.bankofbaroda.in 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.

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.

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.

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. However, Technical Bids would be opened even in the absence of any or all of the bidders representatives and the Evaluation Committee will study the Technical bids.

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

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.

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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.

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.

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 Customer Data which is shared etc.
- 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.

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 Bank Guarantee, Demand Draft or Pay Order favouring “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.
- In case of exemption from submission of EMD, the bidder may submit the relevant documents / certifications issued by suitable Competent Authority along with duly filled Annexure I.

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.

Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract

INDEMNITY

The Agency/Bidder 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 Agency/bidder under this assignment; and/or
- Negligence or willful misconduct of the Agency/Bidder 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 Agency/Bidder, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Agency/Bidder 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 Agency/Bidder under this assignment; and/or

- breach of confidentiality obligations of the Agency/Bidder; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

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

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

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 **Agency/Bidder** under this assignment. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

SETTLEMENT OF DISPUTES

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

If the Bank project manager / director and agency/bidder project manager / director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the agency/bidder and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the agency/bidder and Bank, the Bank and the agency/bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Seat of Arbitration will be at Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. Judgment upon the award may be entered by any court

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having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

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.

FORCE MAJEURE

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Bidder shall hold consultations in an endeavor to find a solution to the problem.

Inspection of Records

All bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and

financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

Visitorial Rights

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank

Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to

discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank

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.

SERVICE LEVEL AGREEMENT AND NON-DISCLOSURE AGREEMENT

The selected agency/bidder 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 agency/bidder 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 agency/bidder.

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.

NO LIABILITY

All employees engaged by the Service Provider shall be in sole employment of the Agency/Bidder and the Agency/Bidder 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 Agency/Bidder as part of this Agreement. Under no circumstances BOB shall be liable to the Agency/Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

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.

19. COVENANTS OF THE AGENCY/BIDDER:

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 Agency/Bidder 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 Agency/Bidder is necessary to authorize the execution, delivery and performance under an Agreement. The Agency/Bidder 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 Agency/Bidder shall not substitute the key staff identified for the services mentioned in this Agreement. The Agency/Bidder 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 **Agency/Bidder** for any amount due or claimed to be due by the **Agency/Bidder** 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 **Agency/Bidder** as contemplated by this Agreement.

Head – Receivables Management Department, Retail , MSME and Agri Loans, Bank of Baroda, 2ndth Floor, Baroda Corporate Centre, Bandra Kurla Complex, Mumbai 400051.

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 Annexure 1 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-2 of Annexure 1)	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. 7 of proposal of Anx 1)	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. 10 of Anx 1)	IX
10	Details /description of work sample (mentioned at SN-12 of Anx 1)	X
11	Photocopy of certificates etc. in support of Industry recognition/	XI
12	Awards/Accolades won during last 3 years (mentioned at SN.14 of Anx 1)	
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 mentioning period of engagement.	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	Undertaking regarding applicability of restrictions on procurement (as per annexure – H)	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
23	Bid Security Declaration Form (If applicable) Annexure I	XXII
Other enclosures (as per the documents mentioned in Annexure 1) attached by the bidder to be marked accordingly		

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Annexure 1

PARTICULARS FOR EMPANELMENT OF DIGITAL COLLECTION AGENCIES

TECHNICAL BID

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

The RFP Coordinator –
Head – Receivables management Retail, MSME and Agri
Bank of Baroda
Baroda Corporate Centre Receivables Management Dept Department
C-26, G-Block
Bandra Kurla Complex Bandra (East)
Mumbai - 400 051

Dear Sir/Madam,

We hereby offer to submit our request for empanelment of Digital Collection Agencies of the Bank of Baroda as per Tender Notice no. **BCC: RECMGMNT: 115:06 dt 28.09.2022** for “**Empanelment of Digital Collection 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 (Details of Tel. Fax, Email)				
2	Constitution of the Agency/Firm (Proprietorship / Partnership / Joint venture or registered under Companies Act enclose necessary documentary proofs)				
3	Date of Establishment				
4		Particulars	2018-19	2019-20	2020-21

Financials of the Agency/firm for the last 3 years (mention amount in crores Rs.)	Turn over			
	Net profit			
	Net-worth			

5	Major campaigns handled for FIs during last three years (as per format given)	SN	Name of campaign	Media used	Amount	Name of client
6	Details regarding litigations Agency / Firm has	S	Other party of litigation / Dept./court	Agency/Firm status (Applicant /Respondent)	N	
		1				
		2				
		3				
7	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			
8	Name of Proprietor/Partners/Directors of the Agency/Firm					
9	Details of 3 key functional personnel of the Agency/Firm					
10	Present Banker of the Agency/Firm (attach statement of each account for last 6 months)	S.N.	Name of the Bank	Branch and address	Account number	
		1				
		2				
		3				
		4				
11	Employees Details	Employees		Nos	Work Exp in Digital Mktg	

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		Digital Marketing/Media Strategies		
		Digital Media Planner		
		Client services		
		Creative / content		
		Data Analytic		
12	Details of work sample if any			

13	Organisation chart (Use separate sheet to create the chart)					
14	Industry recognitions, awards and accolades won during last three years.(attach copy of certificates as enclosure)					
15	List of the existing clients (contact details will be used for checking references) Please attached relevant Work Orders/PO/Letters or Email communication from clients confirming the same.	SN	Name of client/firm	Name of contact person	Phone	Empanelled/ engaged since
16	List of the clients acquired during last 3 years (contact details will be used for check references) Please attached relevant Work Orders/PO/Letters or Email communication from clients confirming the same.	SN	Name of client/firm	Name of contact person	Phone	Empanelled/ engaged since
17	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

		-		
18	Details regarding litigations Agency / Firm has	SN	Other party of litigation / Dept./court	Agency/Firm status (Applicant /Respondent)
		1		
		2		
		3		
19	Tools used in day-to-day operations (mention all research, analytics, lead capture any other innovation tools used in daily operations)			
20	If Agency/ Firm is maintaining own website, its URL			

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

Annexure 2

**PARTICULARS FOR EMPANELMENT OF DIGITAL COLLECTION
AGENCIES– COMMERCIAL BID
(To be submitted by digital collection agencies on their letter heads)**

The RFP Coordinator –
Head – Receivables management Retail, MSME and Agri
Bank of Baroda
Baroda Corporate Centre Receivables Management Dept Department
C-26, G-Block
Bandra Kurla Complex Bandra (East)
Mumbai - 400 051

Dear Sir/Madam,

We hereby submit our Commercial Bid for empanelment of Digital Collection Agency of the Bank of Baroda as per proposal reference no. **BCC: RECMGMNT: 115:06 dt 28.09.2022** for “**Empanelment of Digital Collection Agencies**”. We unconditionally agree to abide by the Terms & Conditions specified therein.

Sr.	Particulars	Details/Remarks / Charges
01.	Name and contact details of agency' head office.	
02.	The contact details of person authorized to make commitments to the Bank	
03	**Digital intervention fees	

** price should include one consolidated rate using all modes of digital interventions.

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

I/we certify that if appointed for 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:**

the firm and date _____ **Seal of**

Annexure - A

Authorisation to sign documents

*pertaining to bid submission against RFP No:..... for appointment of Digital Collection 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

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Annexure B

Bid Submission letter (on Agency's letter head)

The RFP Coordinator –
Head – Receivables management Retail, MSME and Agri
Bank of Baroda
Baroda Corporate Centre Receivables Management Dept Department
C-26, G-Block
Bandra Kurla Complex Bandra (East)
Mumbai - 400 051

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 what so ever.
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 agency/bidder or divide the work to more than one agency/bidder without assigning any reason or giving any explanation whatsoever , as per Bank's requirement.
6. Agency/bidder 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 there to.
8. This bid/proposal comprises of totalpages, andenclosures marked as enclosure-1 to enclosure-....

Yours faithfully,

Signature with date:

Name of authorized signatory:

Seal of agency/firm

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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:

Particulars	(Rs. In Crores)		
	2019-20	2020-21	2021-22
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 over dues 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:

Sign _____ 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

Annexure - H

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

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

To

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

Sir,

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

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

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

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is

from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

Further In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank. Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this.....by20

Yours faithfully,

Authorized Signatory Name:

Designation:

Agency/bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2.
3.
4.

Annexure - I

BID SECURITY DECLARATION FORM

Date:

RFP No:

To,

1. I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.

2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRS)2017 by Micro and Small Enterprises (MSES).

OR

2A. As per the tender / RFP no:..... floated for..... at para no:..... a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRS)2017 by Micro and Small Enterprises (MSES).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of..... (as per the OM dated 12/11/2020 they will be suspended or the time specified in the tender documents. Hence the said period may be mentioned herein) year from the date of notification if I am We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder, or (ii) thirty days after the expiration of the validity of my/our Bid.

5. I/We declare that am the authorised person of declaration for and on behalf of Letter of Authority for executing to make the declaration is enclosed.

Signed:

In the capacity of Name:

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

Dated on day of

Corporate Seal (where appropriate)

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

Annexure J

Independent External Monitor

- 1) The BOB has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri. Harishwar Dayal (email id: dayalagra@gmail.com) appointed competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential.
- 3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- 5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the BOB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by BOB .

Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the BOB, i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
4. Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
5. In the event of any contradiction between the Integrity Pact and tender/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the BOB)
(Office Seal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place: _____ Date: _____

Witness 1:

Witness 2:

(Name & Address)

(Name&Address)

