

**REQUEST FOR PROPOSAL(RFP)
FOR
EMPANELMENT OF PUBLIC RELATIONS AGENCY FOR
BANK OF BARODA**

Bid Number GEM/2024/B/5000801

Reference No: BCC: MKTG: EMP_PR AGNC:292 Dt. 31.05.2024

Issued by: Bank of Baroda, Marketing & Corporate Communication Dept, Baroda Sun Tower,
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EMPANELMENT OF PR AGENCY FOR BANK OF BARODA **FOR A PERIOD OF 3 YEARS**

Bank of Baroda invites sealed applications from eligible “Public Relations” agencies for Selection as Bank’s PR Agency.

Office of Issue: Marketing & Corporate Communication Department,
 Bank of Baroda, Baroda Sun Tower, 6th Floor
 C – 34, G Block,
 Bandra Kurla Complex, Bandra (East)
 Mumbai – 400 051.

1. IMPORTANT DATES:

1	Date of commencement of Bidding Process (Posting of Tender document on GeM Portal/ Publication of Tender) Bid Number GEM/2024/B/5000801	01.06.2024
2	Last date and time for receipt of written queries for clarification from bidders over mail	06.06.2024 up to 5.00 p.m.
3	Pre-Bid Meeting/Queries of bidders	<ul style="list-style-type: none"> • Pre bid meeting will be held online through Bank’s Online Meeting Platform (i.e., Microsoft Teams) on 10.06.2024 at 3.00 p.m. • Last date by which Bank shall give replies to all queries 13.06.2024 • Bidder to submit a maximum of -2- participant’s names, contact numbers, designations and e-mail IDs on corp.pr@bankofbaroda.com along with pre-bid clarification in Pre-bid query format in Annexure K. • Meeting invite Link will be sent by the Bank to bidder’s provided email IDs to join the Online Meeting as per the schedule mentioned above. • Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the Online Pre-bid meeting.
4	Last Date and Time for Bid Submission	24.06.2024 up to 3:00p.m. Mode: GeM Portal (Government e Marketplace)

5	Date and Time of Technical Bid Opening	Dt. 24.06.2024 at 3.30 PM Mode: Online on URL: GeM Portal(Government e Marketplace) 1. The meeting will be held online through Bank's Online Meeting Platform (i.e., Microsoft Teams) 2. Bidders are requested to send bid submission confirmation mail with their email address for attending online bid opening meeting on corp.pr@bankofbaroda.com after online submission of the Bid. Bid Number GEM/2024/B/5000801
6	Date of Commercial Bid Opening	Will be advised to shortlisted bidders separately.
7	Address for communication (Bank)	Dy. General Manager, Head (Marketing & Corp Comm), Bank of Baroda, 6th Floor, Baroda Sun Tower, C-34, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051 Email: corp.pr@bankofbaroda.com
8	Application Money (Nonrefundable) to be paid online	Rs 5000/- (Rupees Five Thousand Only)
9	Earnest Money Deposit (EMD) to be paid online or Bank Guarantee in favor of Bank of Baroda	Rs 5,00,000/- (Rupees Five Lakh Only)
10	RFP Coordinator/Contact No.	Mr Shivadeep Pandey– 022 66983156

2. DEFINITIONS:

- 2.1 “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.
- 2.2 “Assignment / job” means the work to be performed by selected PR Agency pursuant to the Contract.
- 2.3 ‘Bank’ means ‘Bank of Baroda’.
- 2.4 “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).
- 2.5 “RFP” means this Request for Proposal issued by Bank for the appointment of PR Agency
- 2.6 Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.
- 2.7 Proposal or Bid means the bidder’s written reply or submission in response to this RFP.

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the agency or any person acting on behalf of the agencies strictly adhere to the instructions given in the document and maintain confidentiality of information. The agency will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

3. OVERVIEW:

3.1 Founded on 20th July, 1908 by Sir Maharaja Sayajirao Gaekwad III, Bank of Baroda is one of India's leading commercial banks with a network of over 8000+ branches and 10000+ ATMs spread across the country. At 63.97% stake, it is majorly owned by the Government of India. The Bank serves its global customer base of ~165 million through over 70,000 touch points spread across 17 countries in five continents and through its various digital banking platforms, which provide all banking products and services in a seamless and hassle-free manner.

3.2 The Bank offers a wide range of products and services to Retail, Corporate, MSME, Agri and Government customers and serves customers across the spectrum from Financial Inclusion to High-Net-worth customers.

3.3 The Bank also aims to be at the forefront of the digital transformation sweeping across the banking sector and is forging ahead with cutting edge technologies and innovative new banking models.

3.4 In its continuous efforts to raise the profile of the Bank & its leadership, build credibility & trust amongst the Bank's key stakeholders and protect & enhance the company's reputation, the Bank aspires to give a further impetus to its PR efforts and is looking to appoint a qualified PR Agency with the appropriate/suitable expertise, capabilities, and team strength to manage the Bank's PR mandate.

3.5 For the above stated purpose, Bank of Baroda invites proposals from reputed and qualified PR agencies for rendering the services as mentioned in **“Scope of Work”(Point No 15)**.

3.5.1 The Proposal will be the basis for a formally signed Contract with the selected Public Relations agency.

3.5.2 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.

3.5.3 Bank also reserves the right to re-issue the RFP, if the Bank decides so.

3.5.4 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.

3.5.5 Bank also reserves the right to not shortlist or appoint any particular or all agency/ies without assigning any reasons, whatsoever.

4. CONTRACT PERIOD:

4.1 Bank of Baroda invites sealed applications from Eligible PR Agencies for selection/ appointment as Bank's PR Agency at the Corporate Level for a period of three (3) years, subject to satisfactory annual performance review, which may be extended further for a period of (2) years as per the discretion of the Bank. Bank proposes to appoint a PR Agency and this Agency shall be responsible for managing the Bank's Public Relations mandate across media.

4.2 The selection / appointment of the Agency shall be on Retainership Model and not on agency commission. The Agency shall be responsible for managing the Bank's PR mandate as per the defined in 'Scope of Work' (Point No 15).

5. Pre-Qualification for Submission of Bid:

Bidders satisfying the eligibility conditions (mentioned in Clause no 14) and General terms and conditions specified in this document and ready to provide the said "Services" in conformity with Scope of Work (stipulated in clause no15), may submit their bid through 'Government e Marketplace', GeM Portal on or before the time line stipulated in the [clause 1] Important Dates.

Bids submitted by any other means other than bid submission through 'GeM Portal' will not be accepted by the Bank. The detailed guidelines for submission details and E-tendering mentioned in Clause no.1 & Annexure 01.

6. Application Money:

A non-refundable Application Money of as mentioned in [1] Important Dates – "Application Money " must be deposited through RTGS (Real Time Gross Settlement) / NEFT. The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of "final online bid submission. The Bank may, at its discretion, reject any Bidder where application money has not been furnished with RFP response.

This non-refundable fee is to be submitted through electronic mode to the below mention account.

- ✓ **Account Number-29040400000417**
- ✓ **Account Name – Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS**

7. Bid Security (Earnest Money Deposit):

Bidders are required to give an earnest money deposit of an amount as mentioned in "[1] Important Dates" at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)" shall be paid through electronic mode or a Bank Guarantee (Annexure 06 – Bid Security Form) of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

- ✓ **Account Number-29040400000417**
- ✓ **Account Name – Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**

✓ IFSC- BARB0BANEAS.

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer.

7.1 The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

7.2 The amount of Earnest money deposited would be forfeited in the following scenarios:

7.2.1 In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.

7.2.2 In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or

7.2.3 Fail To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.

7.2.3 Fail To comply with any other condition precedent to signing the contract specified in the RFP documents.

7.3 Unsuccessful Bidder's - 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 Bidders.

8. Exemption for application money and EMD amount:

8.1 Exemption from submission of EMD and application money shall be given to bidders, who are Micro Small and Medium Enterprises (MSME) / Startups. The bidders who are MSME have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized 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 along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSME/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

8.2 Preference to make in India initiative.

"Bank of Baroda will abide by Govt. of India Public procurement (preference to Make in India) order P-45021/2/2017-B.E.-II Dated 15th June 2017 as applicable to encourage 'Make in India' and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification of 'Local content' where 'Local content' means the amount of value added in India as a percentage of total value in percentage.

9. Performance Guarantee:

- 9.1 The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in “Annexure G” to the extent of 5% of the Contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.
- 9.2 The guarantee should be that of a nationalized Bank or scheduled commercial bank only, other than Bank of Baroda.
- 9.3 In the event of non-performance of obligation or failure to meet the terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
- 9.4 The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 9.5 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder will be forfeited.

10. Compliance with Laws:

10.1 Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project.

10.2 Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within a reasonable time to the Bidder.

10.3 The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

11. Grievance Redressal and Dispute Resolution:

Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to Head (Marketing & PR), Bank of Baroda at dgm.marketing@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Head Marketing & PR
6th Floor, of Baroda, Baroda Sun Tower
C-34, G-Block, BKC, Mumbai-51

12. CONFIDENTIALITY:

12.1 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 as identified by the Bank, after completion of the selection process as detailed in this document.

12.2 This tender document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person/company. The Bank may update or revise the tender document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same obligation of confidentiality.

13. PROPOSAL:

13.1 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.

13.2 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.

13.2.1 Proposal/ Response submitted by holding company and its subsidiary.

13.2.2 Proposal/ Responses submitted by two or more companies having common director/s

13.2.3 Proposal/ Responses submitted by two or more partnership firms / LLPs having common partners.

13.2.4 Proposal/ Responses submitted by two or more companies having the same group of promoters / management.

13.2.5 Any other proposal/ response in the sole discretion of the Bank is in the nature multiple bids.

Note: Agency submitting the Proposal must comply with the criteria mentioned in this RFP. Noncompliance of any of the criteria will entail rejection of the offer summarily. Attested true photocopies of relevant documents/certificates should be submitted as proof of support of the claims made. The Bank reserves the right to verify/evaluate the claims made by the Agency/ices independently.

- 13.3 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.

Please note:

13.4 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.

13.4.1 “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.

13.5 “Bidder from a country which shares a land border with India” for the purpose of this Order means: -

13.5.1 An entity incorporated, established, or registered in such a country; or

13.5.2 A subsidiary of an entity incorporated, established, or registered in such a country; or

13.5.3 An entity substantially controlled through entities incorporated, established, or registered in such a country; or

13.5.4 An entity whose *beneficial owner* is situated in such a country; or

13.5.5 An Indian (or other) agent of such an entity; or

13.5.6 A natural person who is a citizen of such a country; or

13.6 A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

13.7 The *beneficial owner* for the purpose of (13.5) above will be as under:

13.7.1 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.

c) 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

13.7.2 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.
- 13.8 Where no natural person is identified under (13.7) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- 13.9 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.
- 13.10 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 13.11 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.

14.ELIGIBILITY CRITERIA:

PR agencies meeting the following minimum eligibility criteria as on the date of the RFP are eligible to apply and are required to submit documents as per the table below. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluation.

Bidders have to submit the index page(Checklist Part 2) of the supporting documents while submitting response.

Sr. No.	Eligibility Criteria	Documents Required
1	The bidder must be a Company/LLP/Partnership Firm incorporated in India and registered under the Companies Act 1956/2013 or Limited Liability Partnership Act 2008 or Partnership Act 1932 as applicable and must have a full-fledged office in Mumbai.	Copy of Certificate of Incorporation / Registration along with Memorandum & Articles of Association and full address of the registered office & Local address details. [A copy of latest Landline MTNL phone bill / Electricity bill/ Registration with Shops and Establishment Dept. / Registered rent or lease agreement in the name of bidder.]
2	The agency must have minimum average turnover from PR services of Rs.10.00 crore during the last 3 years - 2021-22, 2022-23 and 2023-24 as per audited balance sheets. In case the Agency provides non-PR services also, the Fee Income from PR services only will be considered. Fee Income for PR activities should be certified by the Auditor. (Copy to be enclosed) Minimum annual turnover criteria of MSME firms is Rs. 3 Crore. There is no minimum criteria of Gross Annual Turnover for Start Ups.	Certified Copy of the Audited Balance Sheet along with Profit and Loss statement for FY 2021-22, FY 2022-23, and FY 2023-24.

	(Standalone Turnover of the company applying for the selection will only be taken into consideration, not of the group company or subsidiaries.)	
3.	The bidder should be a profit making company during any 2 out of the immediate three consecutive financial years (2021-22, 2022-23 & 2023-24) and should have a positive Net Worth of minimum Rs. 5 crores.	Statutory Auditor/ CA Certificate with Registration Number / Seal along with Certified copy of audited accounts (Balance Sheet along with Profit and Loss statement) as supporting documents.
4.	The agency should have been in existence in India for a minimum period of 7 years with a full-fledged office in Mumbai with state-of-the-art infrastructure and qualified manpower to provide quality and timely PR services within the scope of work.	<p>Copy of the certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.</p> <p>In case of proprietorship/ partnership firms, please submit copy of trade license and GST certificate/partnership deed.</p> <p>Work Order / Empanelment Letters – at least 1 each for the last 7 FYs. 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24 or earlier indicating that the Agency has been providing PR services for at least 7 Years.</p>
5.	The Bidder should have provided PR services to at least 5 large companies in the BFSI sector with an annual turnover of Rs 500 crore & above on a retainership basis for at least any 2 of the last 3 financial years - 2021-22, 2022-23 and 2023-24	<p>Undertaking from clients on the client's letterhead or Work Order / Empanelment Letter with following details for each reference to be provided:</p> <ol style="list-style-type: none"> 1. Name of the Organization 2. Name of the Official 3. Contact number of Official 4. E-mail Id of Official 5. Work executed clearly mentioning PR Services.
6.	The agency is required to furnish the list of personnel/dedicated client servicing team comprising a minimum of 6 team members (separate from any other BFSI brands the agency may be managing) who will be assigned to service the Bank of Baroda account, the team structure, along with a brief career profile of the team, including	<p>Letter by the authorized signatory giving details of the proposed Team, including designations & profile, for Bank of Baroda.</p> <p>Letter by the authorized signatory giving details of the other senior team members, including designations & profile.</p>

	<p>their designations, roles and BFSI experience.</p> <p>In addition to the client servicing team, the agency is required to share details on the other senior team members at the agency handling strategy, media relations, content writing and crisis communications who will work on the Bank of Baroda account from time to time as required.</p>	
7.	The Agency should have a proprietary tool/preferred partnership for Media Monitoring, Reporting and Analysis & Measurement (Please see details in the Scope of Work)	Copy of the order or Certificate as proof of partnership
8.	<p>The bidder should have their own full-fledged office in Mumbai with the proposed client servicing team being based in Mumbai. They should also have offices/resources to undertake work at the Bank's other 21 zones across the country. (Please see details in the Scope of Work)</p> <p>Preference will be given to agencies that have the most extensive network of their own offices,</p> <p>The local office/affiliate/resource should have the requisite skills including having strong media relationships with local media/ publications and the ability to organize and coordinate local events.</p>	A self-declaration on the agency's letterhead to be submitted
9.	The Agency should have the experience and capabilities to offer the full range of PR services, including, but not limited to, providing strategic PR counsel, media/stakeholder relations, content writing, reputational crisis management etc.	A self-declaration on the agency's letterhead to be submitted
10.	The Agency should not have been black listed/debarred by any Central/State Government/ Public or Private Sector Undertakings/Banks or any related bodies of the media industry and should not have been/be involved in any major litigation that may affect or compromise the delivery of services required. No complaint should be pending with Government or its agencies.	A self-declaration on the agency's letterhead to be submitted

11.	Testimonials from clients across the last 5 years of operation, if provided, would be an added advantage.	Testimonials on the clients' letterhead
12.	The signatory signing the bid on behalf of the bidder should be duly authorized by the Board of Directors / Partners of the bidder to sign the bid on their behalf.	A self-certificate letter / Board Resolution
13.	Scanned copy of this tender document, Addendum / corrigendum/ clarification (if any) issued by the Bank, duly signed and stamped on each page by the authorized signatory of the Agency as a mark of acceptance of all conditions of this RFP.	Scanned Signed Copy

Note: Bidder to submit supporting documents and clearly flag the same.

The Agency will enclose necessary documents and declaration for the above-mentioned eligibility criteria along with application. Bank shall verify the same.

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.

Eligibility criteria mentioned at Sr. No 2, 3 & 5 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:

- i. Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- ii. A bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at Serial No 2&3 in table above.
- iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

15.SCOPE OF WORK:

Bank of Baroda requires the services of a PR Agency for the below mentioned scope of work.

However, Bank is not obliged to employ all activities mentioned below or be limited only to the activities mentioned below. Bank has the discretion to change the scope of activities without having any commercial implication. The activities to be engaged will be based on

the Bank's discretion and payment will be made for those activities only. The scope of work includes but is not limited to the following:

15.1 Long-Term PR Strategy

Review and assess the Bank's current PR Plan and Positioning and provide a comprehensive and long-term PR Strategy with specific, actionable and measurable initiatives that will be reviewed periodically as per the Bank's requirement.

The aim is to be positioned and recognized amongst the Top Three -banks in India, across the public and private sector.

The overall objective is to increase positive brand sentiment, enhance the profile, recall & reach of the Bank & its key leadership team and shape perceptions amongst key stakeholders - customers, employees, media, investors/analysts, government, and the public at large. Further, managing crisis and issues and protecting the Bank's reputation is critical.

15.2 Media Relations

- Develop and maintain media relations with the Wires, Print, Electronic, Digital/Online, social media and any other emerging media to ensure adequate and positive coverage of the Bank in a sustainable manner.
- Update and maintain media lists relevant to the Bank.
- Develop and disseminate information on the Bank's latest initiatives on a national basis and locally across various media vehicles such as Wires, Print, Electronic, Digital/Online and other emerging modes of communications.
- Ensure maximum coverage and visibility for all media releases issued by the Bank.
- Pitch stories/ interviews with relevant media. Identify the right journalist/s and publication/s, develop the interview/story pitch, prepare a briefing document, organize/coordinate the interaction, post-interaction coordination and monitor coverage.
- Pitch and manage one-on-one interviews of authorized spokespersons of the Bank with identified media professionals relevant to the Bank in addition to organizing media events.
- Organize media conferences/ media briefings on financial results, new products/initiatives etc.
- Organize relationship building meetings with editors/ chief of bureaus/ correspondents of publications across cities for spokespersons.
- Participate in relevant industry stories.
- Identify media coverage opportunities in industry stories. Continuously monitor the media for placing appropriate PR messages in industry features.
- Interact with officials of the Bank from various departments once every quarter to create a communication calendar/ strategy based on known internal and external communication opportunities.

15.3 Content Writing:

- Research and develop PR content as per the brief shared by the Bank such as media releases, authored articles/contributory articles, features, emailers, award nominations etc.
- Provide translations of media releases, write-ups, articles in various languages as required.
- Draft expected questions, key messages, talking points, speeches etc.
- Define PR content strategy based on internal milestones & accomplishments, launches etc. and external and internal events.
- Work on storylines/narratives on evolving themes such as ESG/ Sustainability, Data Analytics, Financial Inclusion, CSR, Diversity/ HR Initiatives, Security, Digital Transformation etc.

15.4 Media Monitoring, Reporting & Analysis:

Agency to provide a dedicated Media Monitoring, Reporting & Analysis Tool/Licensed Tool which includes setup, implementation, training, onboarding and account support.

The tool should have the following capabilities:

- To aggregate content from various Print, Online and Television/Electronic Media.
- Real-time monitoring of news
- Bank of Baroda should be given full access to the database of news articles relevant to the Bank during the period of the contract. Bank users should be able to use the service from any location.
- The keywords and the setup should be customizable as per the Bank's requirement
- All the licensed APIs should be configured with the tool.
- Backup of the data should be stored and made available to the Bank; 7-10 years of news archival data should be available.
- Provide Smart tools such as mobile-friendly alerts, 24x7 access to a subscriber-based news portal, 24X7 monitoring capability, Mobile App for Android/ iOS, WhatsApp alerts and Smart Dashboards
- Implementation manager for training and onboarding. Relationship Manager and customer support for day-to-day queries.

The service provider should have the license and rights to provide the contents to Bank of Baroda and allow Bank of Baroda to further redistribute the contents internally.

15.5 Media Monitoring:

The Agency shall provide the Tool/Licensed Tool which should provide the following services to the Bank:

- National: Track mainline, business, regional and trade publications in English, Hindi and other regional languages across wires, print, online/digital and electronic/television media to monitor media coverage about the Bank, key competition, the BFSI industry and the larger economy on a day-to-day basis. It is desirable that the tool provides a wide coverage of publications.
- The monitoring should cover print media from all/as many of the zones that the Bank is present in as possible. The media monitoring tool should preferably also have the

capability to integrate coverage that originates from outside the cities monitored into the platform.

- For online news the tool must have unlimited keywords, ad-hoc searches and mentions. Bank should be able to browse unlimited topics/competitors or industry related searches for online news on the tool.
- The service provider should subscribe to all the leading newspapers/news websites that have paid content.
- International: Track international digital/online publications (mainline, business, regional & trade publication) to monitor media coverage about the Bank on a day-to-day basis any news to be included in the daily report.
- Regional Television: Have the capability to monitor regional channels, if required by the Bank.

15.6 Media Reporting:

- To submit a comprehensive monitoring report/custom newsletter on a daily basis every morning by 11am covering news on the Bank, peer banks and the Banking, Financial Services and Insurance (BFSI) Industry and the Economy. The format of the report/newsletter to be mutually agreed upon by the Bank and the agency.
- WhatsApp Updates: Share daily news updates (wires, print, online and TV) on the Bank on WhatsApp every morning (before 8am), in addition to key news on competition and industry. Real-time news updates to continue through the day.
- Share real-time news alerts from wires/print/online/electronic/social media for any adverse news coverage, track & receive alerts on emerging crises, critical issues and/or threats.
- Coverage Dossiers: A comprehensive and complete coverage dossier in a mutually agreed format to be prepared and submitted for every media release issued within a month after issuance. The Dossier to include coverage received in Wires, Print, Online, Television and Social Media platforms.
- The media monitoring tool should preferably have the capability to integrate coverage that originates from outside the cities monitored into the platform.
- Any other appropriate method of media reporting, as and when required, should be used.

15.7 Media Analysis & Measurement:

Prepare and submit a comprehensive PR Review report on a monthly, quarterly, and annual basis. The report should cover quantitative and qualitative analysis & measurement of the coverage received (of Bank of Baroda and its key competitors) across print, online/digital and electronic/TV media, including share of voice, key announcements/ initiatives/interviews undertaken during the period under consideration, industry events participated in, issues management (if any), competition update, the key takeaways and recommendations to enhance the Bank's PR positioning and sentiment towards the Bank.

To gain meaningful and actionable PR insights and to analyse effectiveness of the PR strategy, the qualitative analysis should provide high-level dashboards as MIS on the brand & its peers, including the following:

- Benchmarking Score - Based on an aggregate of Total mentions, potential reach and net tonality score.

- Visibility/Share of Voice/Reach/Engagement – Benchmark against competition, Breakup by print, online and television
- Sentiment Analysis across print, online and television: positive / negative/ neutral, understand what is driving brand sentiment.
- Competition Analysis
- Topics/ News Drivers for each brand
- Participation in industry stories – comparison with competition
- Exclusive vs industry stories for each brand
- Analysis by Publications
- Analysis by Journalists
- Analysis by Geographies/ Cities
- Benchmark Spokespersons/CEO analysis – visibility, prominence, who are they talking to, what are they talking about
- Missed opportunities.
- Executive Summary - with key highlights and key takeaways

The quantitative analysis should cover print coverage from all/as many of the zones that the Bank is present in as possible. The Qualitative Analysis should cover print coverage from the Top 8 metros.

15.8 Crisis Communication and Reputation Management:

- Prepare a proactive strategy for crisis communication and chalk out the key messages, communication plan and ensure effective implementation of the plan to minimize/contain adverse news coverage across media platforms.
- Timely/Real-time intimation to the Bank about any coverage that is detrimental to the interest of the Bank and advisory thereof to minimize/avoid any detrimental impact on the Bank/brand within a quick turnaround time.
- Ongoing tracking of mainline, business, regional and trade publications across wires, print, online/digital and electronic/TV media to monitor specific coverage and perceptions about the Bank on a day-to-day basis.
- During a crisis situation, the Agency to ensure that the leadership team, senior members and/or crisis communications specialists of the Agency are available 24/7 to provide counsel and effectively manage the issue.

15.9 Digital PR

- Create a coordinated and comprehensive brand strategy.
- Facilitate distribution of all media releases/ announcements to target online media.
- Build and maintain relationships with key content writers and emerging online/digital journalists.
- Engage with influencers/bloggers regularly to facilitate positive conversations about the bank and its products/services.
- Help in creating two-way conversations and authentic dialogue with readers, generating opportunities for brand interaction and customer engagement.

15.10 Digital Online Reputation Management

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

15.11 Speaking Opportunities

- Identify and pitch speaking opportunities at prominent industry forums for Bank's spokespersons/senior leaders.

15.12 Award Nominations

- Identify and share details on relevant & prominent award platforms in which the Bank can participate.
- Assist in preparing the content for the award nominations.

15.13 Event Management

- The Bank organizes a media meet and analyst meet to announce the Bank's Financial Results every quarter in a physical/ virtual format. The Agency to procure the services of a third-party vendor to provide event management services, schedule the Zoom meetings, provide audio & video recordings, live streaming services, transcription services and technical support and ensure the smooth conduct of the media and analyst meets. The Agency will be responsible for end-to-end coordination with the vendor.
- Help the Bank organize and conduct press conferences, investor/analyst meets & conference calls, corporate road shows etc.

15.14 Geographic Presence for Public Relations activities:

- Bank of Baroda has its Corporate Centre at G-Block, Bandra Kurla Complex, Bandra (E), Mumbai, which is the main controlling point for all its business units/ Establishments within India/Abroad. The Corporate Centre is supported by 22 different Zones situated in different parts of the country as mentioned below:
 1. Mumbai Zone – Mumbai
 2. New Delhi Zone – New Delhi
 3. Bengaluru Zone - Bengaluru & Mysore
 4. Mangaluru Zone – Mangaluru.
 5. Ahmedabad Zone – Ahmedabad
 6. Pune Zone – Maharashtra (excluding Mumbai), Pune & Goa
 7. Chennai Zone – Chennai, Coimbatore, Trichy, Madurai, Pondicherry
 8. Hyderabad Zone - Hyderabad, Vijayawada, and Vishakhapatnam
 9. Kolkata Zone - Kolkata
 10. Bhubaneswar Zone- Bhubaneswar, Ranchi
 11. Ernakulam Zone – Kochi
 12. Chandigarh Zone – Chandigarh
 13. Ludhiana Zone- Ludhiana

14. Lucknow Zone – Lucknow, Varanasi, Allahabad
15. Bareilly Zone – Bareilly, Meerut
16. Jaipur Zone - Jaipur
17. Patna Zone – Patna
18. Bhopal Zone – Bhopal. Indore, Jabalpur
19. Raipur Zone - Raipur
20. Guwahati Zone - Guwahati Zone
21. Baroda Zone – Vadodara, Surat
22. Rajkot Zone – Rajkot

The Agency must have a full-fledged office in Mumbai where the Bank's Corporate Office is located. Further, the Agency must have a strong presence at the Bank's 21 other Zonal locations situated across the country either preferably through their own offices or through representatives. Preference will be given to agencies with the most extensive office network. The agency should preferably have access to/ offices at overseas locations such as UAE, US, UK and South Africa. (A self-declaration on Agency's letter head to be submitted)

15.14.1 The Agency shall be advised to extend its services to Bank's domestic as well as international subsidiaries, JVs etc as well and the same shall be at an additional cost agreed mutually between the Subsidiary and the Agency. A separate agreement shall be signed between the Agency and the subsidiary in such cases.

15.15 Corporate Communications: Internal & External

- Design an annual communications plan based on long-term and short-term objectives, with month-wise/quarter-wise break-up of initiatives/activities, key messaging etc.
- Generate adequate earned media coverage across platforms for all strategic initiatives, announcements, new product launches etc.
- Develop and maintain annual PR & Events Calendar that will include scheduled economic, banking & other events that the Bank can participate in
- Provide media training to key personnel/authorized spokespersons of the Bank/PRO of the Bank at the Corporate Office or anywhere as may be desired by the Bank at regular intervals at agency's cost.
- Prepare a resource bank comprising spokespersons profiles, key messages & talking points, FAQs, photographs etc.
- The Agency to prepare a monthly update on the initiatives and activities undertaken during the month, as per the format shared by the Bank. The monthly update is to be shared by the 5th of the following month.
- A Performance Appraisal to be undertaken every quarter and on an annual basis. The Agency to share an appraisal format at the beginning of the engagement, which will be finalized in coordination with the Bank.
- Media audit/perception study to be conducted once a year nationally.
- Assist the Bank on a need basis in publishing House Journals/Magazines and other modes of internal communication.
- Assist the Bank in identifying internal communication opportunities.
- To devise methods and communication strategy for better investor and analyst relations.

15.16 Market Intelligence

- Provide information for business development and image/brand building.
- Update the client with intelligence on the media industry and key competition on a regular basis.

15.17 Key Deliverables

- Achieve positive earned media coverage for various business units of Bank of Baroda proactively.
- Minimize/contain adverse news coverage across media platforms.
- Provide consultancy on all aspects of the Bank's communication needs, with a special emphasis on issues that impact corporate reputation.

16. PERFORMANCE OF THE AGENCY:

16.1 The Agency agrees to deliver and perform the services in accordance with the time schedule specified by the Bank. It also covers Saturdays/Sundays and other holidays where the Bank may require the Agency's services. Bank shall not entertain any justification for not working on holidays if required by the Bank or in case of exigencies.

16.2 The Bank works on the 1st, 3rd and 5th Saturdays of every month and hence, these are normal working days for the Bank and the Agency.

16.3 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.

16.4 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.

16.5 A Performance Appraisal will be undertaken every month, quarter and annually. The Agency to share an appraisal format, which will be finalized in coordination with the Bank.

16.6 Further, there will be a quarterly evaluation of the performance of the PR Agency by a Steering Committee of bank officials based on certain pre-determined parameters.

17. 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 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 PR services.

17.1 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.

17.2 Bank reserves the 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.

17.3 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 is disclaimed.

17.4 This document constitutes no form of commitment on the part of the Bank.

18. TERMINATION FOR DEFAULT:

18.1 The Bank shall have the option to terminate this agreement and/ or any particular order, in whole or in part by giving Agency at least 30 days prior notice in writing. In the event of any termination hereof, Bank of Baroda's sole responsibility with respect to the Agency professional fees, related expenses and chargeable service tax shall be restricted to only those professional fees, related expenses and chargeable service tax as incurred up to the effective date of termination as mentioned in the notice of termination.

18.2 In following events Bank shall terminate this agreement/contract or cancel any particular services if agency:

18.2.1 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

18.2.2 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

18.2.3 The progress regarding execution of the contract/ services rendered by the Agency is not as per the prescribed timeline and found to be unsatisfactory.

18.2.4 The Agency commits a breach of any of the terms and conditions of this contract.

18.2.5 Agency goes into liquidation voluntarily or otherwise.

18.2.6 An attachment is levied or continues to be levied for a period of 7 days upon effects of the contract.

18.2.7 If deductions of penalty exceed more than 10% of the total contract price.

18.3 During the agreement, if the Agency does not perform satisfactorily or delays execution of the contract, Bank of Baroda reserves the right to cancel the contract and to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Agency is bound to make good the additional expenditure, which the BANK may have to incur to carry out the bidding process for the selection of a new Firm and for execution of the balance of the contract. This clause is applicable if for any reason, the contract is terminated on the defaults mentioned above.

18.4 Bank reserves the right to recover any dues payable by the Agency from any amount outstanding to the credit of the Agency, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

18.5 It is hereby agreed and understood by the Parties that the provisions of this Clause shall not limit or restrict, nor shall they preclude any Party from pursuing such further and other legal actions, against the other Party for any breach or noncompliance of the terms of this Agreement.

18.6 In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents, or individuals.

18.7 Upon the termination or expiry of this Agreement the rights granted to the Agency shall immediately be terminated.

19. TRAINING:

19.1 The selected agency shall provide training for the media monitoring tool and PR strategies to staff members of the Bank free of cost wherever required by the Bank.

19.2 The agency, in coordination with the Bank, on request from the Bank, from time to time shall specify the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.

19.3 The agency shall provide all training material and documents. The conduct of training of Bank's personnel shall be at the Corporate Office or anywhere as may be desired by the Bank at agency's cost.

20. PAYMENT TERMS:

The commercial proposal for monthly retainership fees shall be quoted in the **“Commercial Bid” (Annexure 2)** by all the Applicant Agencies. The fees quoted shall be inclusive of all taxes.

20.1 The fee quoted shall be inclusive of all taxes. The commercial proposal shall not include any conditions attached to it and any such conditional commercial proposal shall be liable for rejection. The Agency shall express the fee in Indian Rupees only.

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

20.3 Payment of charges will be made on a monthly basis in arrears after receipt of the bill from the selected bidder subject to the verification of the service level reports with all necessary documents. Payment will be given by the bank on a monthly basis after deducting the Penalty (if any). **Note: Other than the specified line items, no other payment (like H/W, S/W, Third Party Utility, Tools, Licenses, Service or Support Charges, etc.) will be paid by the Bank.**

20.4 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.

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

20.6 No other incentive other than retainable fees shall be payable for PR activity, mentioned in the RFP document.

20.7 The Agency shall fully indemnify, defend and hold Bank harmless from and against all claims, liabilities, losses or damages, recoveries, proceedings, damages actions, judgments, costs, charges and expenses which may be made or brought or commenced against Bank or which Bank may or may have to bear, pay or suffer, directly or indirectly in connection with any breach of terms and conditions of contract by the agency or its agents, employees, officers or any matters arising upon or by virtues of the contract.

20.8 The Bank may, at any time, by a written order given to an Agency, make changes within the general scope of the contract related to terms & references, increasing / decreasing the scope, analysis or specifications. If any such change causes an increase or decrease in the cost of, or the time required for the execution of the work, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the work order shall accordingly be amended.

20.9 Charges shall be fixed for the entire contract period and there shall be no escalation due to fluctuation in taxes, foreign currency, or changes in duty structure or for any other reasons. However, the impact of fall in prices, taxes duties, services, inter-connect charges or any other external factors like downward movement of foreign exchange rate etc. would be passed on to the Bank suo moto.

20.10 If Performance Bank Guarantee is not submitted within the stipulated time, a penalty at the rate of 0.10% of the Total Contract Value per week subject to a maximum of 5 % of the contract value will be levied.

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

20.12 If any of the items/activities as mentioned in the commercial bid are not taken up by the Bank during the course of this assignment, the Bank shall not pay the professional fees quoted by the Agency in the Commercial Bid against such activity/item.

21.SUBSTITUTION OF PROJECT TEAM MEMBERS

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

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

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

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

22.OTHER PROJECTS, ASSIGNMENTS & CHARGES

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

23.OTHER TERMS

- 23.1 Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
- 23.2 The Agency shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by the Bank in any litigation initiated by any third party.
- 23.3 The Agency shall implement the work assigned to it by the Bank on receiving written approval of its estimate submitted to the bank.
- 23.4 No other incentive other than Monthly PR Retainership Fees shall be payable to the PR Agency
- 23.5 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.
- 23.6 Bank reserves the right to exercise the discretion to pay, directly to any of the agency's vendors e.g. Photographer, Translator, PR Affiliate, Film production company etc. whose services would be utilized to implement any of Bank's campaigns or related work.
- 23.7 The agency will be responsible for copyright issues concerning usage of images, footage, text material, etc. obtained through various sources. Bank will not be a party to any disputes arising out of copyright violation by the agency.

- 23.8 The agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP document. The bank may assist the agency in this regard, wherever possible.
- 23.9 The agency will at no time resort to plagiarism. The bank will not be a party to any dispute arising on account of plagiarism resorted to by the agency.

24.EVALUATION OF OFFERS

24.1 Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of PR Agency, not limited to those selection criteria set out in this tender document.

24.2 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.

24.3 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.

25.SELECTION PROCEDURE

Bank will formulate a committee(s) for making technical and commercial evaluation. This committee(s) will supervise the activities relating to evaluation of technical bids, opening of commercial bids, final selection of PR Agency, negotiations (if any) on various terms and conditions, etc.

25.1 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.

25.2 If deemed necessary the 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.

25.3 All eligible shortlisted agencies will be called for presentation before the Selection Committee. The date for the presentation will be intimated to the short listed agencies by Email/Telephone.

25.4 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.

25.5 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.

26.TECHNICAL EVALUATION

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

The process of evaluation is detailed hereunder:

26.1 All the bids (applications) will be evaluated based on “Eligibility Criteria” mentioned under Para No.14 Bank will short-list those Agencies which satisfy the eligibility criteria in all respects.

26.2 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 also include a strategy suggestion for Bank of Baroda, outlining the Agency’s understanding of the Bank and the industry. Agencies will be given sufficient notice for this presentation. The broad (indicative) evaluation criteria for evaluating this presentation are as below:

PART A

Sr	Criteria	Max marks	Scoring Methodology
1	Years of Experience in providing PR Services as on 31.03.2024	10	Full Marks (10 marks) – If experience more than 15 Years 7 Marks – If experience 10 to 15 Years. 5 Marks – If experience 7 to 10 Years
2	Total No. of Clients in the BFSI segment to whom the Bidder has provided PR services on a retainership basis in the previous three years – FY 2021-22, 2022-23 and 2023-24	5	Full Marks (5 marks) - if number of BFSI clients serviced is more than 10 3 marks if number of BFSI clients serviced is 7-10 2 marks if number of BFSI clients serviced is 5 - 7
2	No. of Clients in the BFSI segment that have been retained by the Bidder in the previous three years – FY 2021-22, 2022-23 and 2023-24	5	Full Marks (5 Marks) – if 9-10 Clients retained for more than 3 years 4 Marks – if 7-8 Clients retained for more than 3 years 3 Marks – if 5-6 Clients retained for more than 3 years 2 Marks – if 3-4 Clients retained for more than 3 years 1 Mark – if 1-2 Clients retained for more than 3 years
3	Average Annual Turnover from PR Services (in Rs.) for the last 3 years -- 2021-22, 2022-23 and 2023-24.	10	Full Marks (10 marks) – if average annual turnover Rs 30 crore & above 7 Marks – if average annual turnover Rs 20 crore to Rs 30 crore 5 Marks – if average annual turnover Rs 10 crore to Rs 20 crore

4	Network strength in India – Offices in cities where Bank of Baroda has its zonal offices in India (Chandigarh, New Delhi, Jaipur, Baroda, Ahmedabad, Rajkot, Hyderabad, Bhopal, Bangalore, Mangalore, Ernakulum, Patna, Lucknow, Bareilly, Kolkata, Pune, Mumbai, Chennai, Bhubaneswar, Raipur, Ludhiana, Guwahati)	20	<p>Full Marks (20) Having offices in over 15 cities where Bank of Baroda has its Zonal Offices</p> <p>10 marks: Having offices at 7/8 metro centers (Mumbai, New Delhi, Kolkata, Chennai, Bangalore, Hyderabad, Ahmedabad & Pune), and Covering -4- other Bank Zonal Office centers.</p> <p>5 marks: Having offices at 7/8 metro centres (Mumbai, New Delhi, Kolkata, Chennai, Bangalore, Hyderabad, Ahmedabad, and Pune).</p>
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PART B

5	Past Performance & Credentials	<ul style="list-style-type: none"> • Credentials of the Agency • Past Performance:- Case studies of past assignments for any two BFSI clients that involved innovative PR campaigns/ideas/execution and reputation & crisis management 	10	Subjective Evaluation
6	Strategy Presentation for Bank of Baroda	SWOT Analysis of the Bank's current PR efforts Strategy, Approach & Action Plan proposed for the Bank to enhance its PR presence & leverage the same for business.	20	
		Details of the Client Servicing & Media Team that will service the Bank of Baroda account. In addition, share details on the larger team at the agency handling strategy, media relations, content writing and crisis communications.	10	
		Details of the Media Monitoring, Reporting & Analysis Tool/Platform Proposed	10	
Total (B)			50	
TOTAL TECHNICAL MARKS = GRAND TOTAL (PART A+ PART B)			100	

- a. The Agency needs to achieve a cut - off score of 70 % (i.e. 70% of Total Technical Marks = Minimum 70 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 the case one / none of the Agency score a minimum of 70 marks then the Agencies who have achieved the top 3

- scores will qualify for the commercial evaluation stage. However, the Bank may at its discretion consider the next highest technical score.
- b. These “Qualified Agencies” will be considered further for “Techno-Commercial Evaluation”. The evaluation score given to these agencies will be taken for further consideration.

27. TECHNO-COMMERCIAL EVALUATION

The bank, in this document, requests all the bidders to submit their “Commercial Bid” in the prescribed format as seen in Annexure 2.

27.1 This format requires the applicants to quote the “**Monthly PR Retainership Fees**”. The figures in Annexure 2 are taken for Total Cash Outflow calculation for arriving at L1. The payment will be made on pro rata and on a monthly basis.

Note: Bank is not obliged to employ all activities mentioned in Point 15. The activities to be engaged will be based on Bank’s discretion and payment will be made for those activities only.

27.2 The Technical Evaluation Score & Cost of PR Agency will be considered as parameter for techno-commercial evaluation.

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

27.4 In order to give due importance to the technical strengths of Agencies, it has been decided to give weightage to Technical Score & “Cost of PR Agency”

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

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

LC = Lowest Monthly PR Retainership Fees among the Qualified Agencies.

C = Monthly PR Retainership Fees quoted by each agency.

T = Technical Evaluation Score of each Agency.

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

Wt = Weightage for Commercial evaluation = 30

(100 – Wt) = Weightage for Technical evaluation = 70

The following is an illustration of the above procedure:

<u>No</u>	<u>Service Provider</u>	<u>Technical Evaluation Score</u>	<u>Cost of PR Agency</u>	<u>“Score”</u>
<u>1</u>	<u>XYZ Ltd</u>	<u>71</u>	<u>0.40 Cr</u>	<u>82.31</u>
<u>2</u>	<u>ABC Ltd</u>	<u>95</u>	<u>0.50 Cr</u>	<u>94</u>
<u>3</u>	<u>123 Ltd</u>	<u>82</u>	<u>0.60 Cr</u>	<u>80.42</u>

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

- Based on this “Score”, the agencies will be ranked. Agency scoring the highest “Score” is considered as S-1 and shall be considered by the Bank for selection subject to fulfillment of terms & conditions.
- Based on the S-1, the Cost of PR Agency so computed and mutually agreed between the Bank and the respective Agency shall remain fixed during the entire period of contract as detailed in point no 4 and shall not be subject to variation on any account.
- In case, S-1 Agency which is under consideration for selection is unable to accept the offer / refuses the offer / is not considered for selection due other reasons, S-2 / S-3 / S-4 in this sequence, shall be extended the offer of Bank’s PR Agency at the rate quoted by S-1.

28.Guideline for E-TENDERING

1. Guideline for E-TENDERING through GeM portal:

o Support Details for GeM Portal:

Support details of Online Portal facilitator	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436
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Downloading of Tender Document

28.1 The tender document is uploaded/released on GeM Portal. Tender documents and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender documents will not be sold/issued manually. Only those tenders shall be accepted for evaluation for which Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

28.2 Preparation & Submission of Bids

The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted “ONLINE” or by any other means shall be summarily rejected. No other form of submission shall be permitted.

28.3 Do’s and Don’ts for Bidder

28.3.1 Registration process for new Bidders should be completed within the first week of the release of the tender.

28.3.2 The GeM Portal is open for the upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of uploading bid documents well in advance.

28.3.3 Bidders have to prepare for submission of their bid documents online well in advance as the encrypt/upload process of a soft copy of the bid documents large in number to the portal may take longer time depending upon bidder’s infrastructure and connectivity.

28.3.4 To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the required documents 01 week in advance for timely online submission of bid.

28.6.5 Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents/ understanding the system should be taken up with GeM authorities well in advance.

- 28.3.6 Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by GeM authorities.
- 28.3.7 Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- 28.3.8 Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

29. OTHER TERMS AND CONDITIONS

29.1 SUBMISSION OF BIDS

Bidders satisfying the eligibility conditions and general terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work, may submit their bid through Bank’s e-tendering ‘GeM’ portal on or before the timeline stipulated in the Important Dates Point [1]. Bids submitted by any other means other than bid submission in e-tendering website will not be accepted by the Bank. The detailed guidelines for submission details and E-tendering are mentioned in the RFP.

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.

29.2 CLARIFICATIONS OF BIDS

Agencies may request clarifications on any clause of the RFP documents by raising queries via email to corp.pr@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.

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 2 days prior to Pre-bid Meeting 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 Pre-bid meeting of the Tender. Such queries (without identifying the source) will be clarified by Bank of Baroda and will be displayed on Bank’s website.

29.3 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.

30.Right to Reject Bids:

30.1 Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ Submitted by related parties.
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

30.2 Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the RFP
- ▶ Extend the time for submission of all proposals.
- ▶ Cancel the RFP at any stage, without assigning any reason whatsoever.
- ▶ Visit the place of work of the bidder.
- ▶ Conduct an audit of the services provided by the bidder.
- ▶ Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- ▶ Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

31.OPENING OF BIDS BY BANK OF BARODA

31.1 Bank of Baroda shall open the technical bid in the presence of authorized representatives of the bidders and the Evaluation Committee will study the Technical bids.

31.2 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.

32. 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.

33. EMD AMOUNT & NON REFUNDABLE COST of RFP

33.1 The Earnest Money Deposit (EMD) for the application related to selection of Public Relations Agency shall be Rs 5,00,000/- (Rupees Five lacs only) through Electronic Mode favoring "Bank of Baroda " payable at Mumbai is to be submitted along with the application Form (Technical Bid). Please share UTR and other details while submitting the tender documents in Annexure 5. Bank account details for depositing EMD are as under:

Bank and branch name: Bank of Baroda, Bandra Kurla Complex branch.

Account No: 29040400000417

Account Name: BCC OFFICE ADMIN AND SECURITY

IFSC Code: BARB0BANEAS (Fifth character is Zero)

Account type: Current

In case of exemption from submission of EMD, the bidder may submit the relevant documents / certifications issued by suitable Authority.

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

33.2.1 If the Bidder withdraws its bid during the period of bid validity period specified by the Bidder on the Bid Form; or

33.2.2 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.

33.3 Unsuccessful Bidder- Bid security money deposit or bank guarantee will be returned by the Bank within six weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Agency/bidders.

33.4 Successful Bidder- Bid security amount will be returned or bank guarantee will be discharged upon the agency/bidder after executing the Service Level Agreement with the bank and Submission of Performance Bank Guarantee as per SLA.

33.5 Exemption from submission of EMD 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 F) 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 recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD 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 RFP documents. MSE/Startups firms which are in the

process of obtaining NSIC certificate/ DIPP will not be considered for EMD and RFP cost exemption.

33.6 Non-refundable Cost of RFP / Transaction of RFP application fees (Rs. 5000/-) to be remitted separately in the same account as mentioned above. UTR details of the same to be furnished in Annexure 4

33.7 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.

34.PERFORMANCE BANK GUARANTEE

Successful bidder also has to furnish a Performance Bank Guarantee of **5%** of the total contract value issued by any reputed Scheduled Commercial Bank in India (other than Bank of Baroda) in favour of Bank of Baroda. The Guarantee shall be valid for the entire period of contract and 3 months thereafter. (Annexure G).

In case of extension of contract, the successful bidder has to extend the Bank guarantee for the extended period (exceeding three months of the contract) as per stipulation in the Service Level Agreement.

In case Agency fails to perform the contract, Bank shall invoke the Bank Performance Guarantee to recover penalty/ liquidated damages.

35. General Terms and conditions

35.1 The RFP document is not a recommendation; offer 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 Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

35.2 Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

35.3 For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.

35.4 Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively

- by the Recipient / Respondent.
- 35.5 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 35.6 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 RFP document and the meaning and impact of that information.
- 35.7 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 Bidder, not limited to those selection criteria set out in this RFP document.
- 35.8 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 35.9 Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.
- 35.10 Only one submission of response to RFP by each Respondent will be permitted.
- 35.11 The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 35.12 The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 35.13 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 35.14 The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- 35.15 All responses received after the due date/time as mentioned in "[Point no1] Important Dates. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. E procurement portal will not allow lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 35.16 The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[Point No 1] Important Dates - RFP Coordinator"
- 35.17 Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 35.18 All questions relating to the RFP, eligibility or otherwise, must be in writing and addressed to the addresses given in point [1] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be

- disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, to every reasonable question raised by the Respondents in the manner specified.
- 35.19 However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 35.20 Respondents should invariably provide details of their email address as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 35.21 The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 35.22 Bidder should submit their Eligibility Cum Technical and Commercial bids through online portal. The bidder must register for submission of their bid as specified in this document.
- 35.23 All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 35.24 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 35.25 The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by the Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 35.26 The bidders are required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 35.27 In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 35.28 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- 35.29 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same

- in case the Bidder has not quoted for the same.
- 35.30 All out of pocket expenses, traveling, boarding, and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim with the Bank for the same.
- 35.31 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 35.32 By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 35.33 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 35.34 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise, and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.
- 35.35 The bidder covenants and represents to the Bank the following:
- ▶ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
 - ▶ It has the corporate power and authority to enter into Agreements and perform its obligations there under.
- 35.36 The execution, delivery and performance under an Agreement by bidder:
- ▶ Will not violate or contravene any provision of its documents of incorporation.
 - ▶ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

- ▶ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent, or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.
- 35.37 The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- 35.38 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- 35.39 The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 35.40 Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank’s decision in the matter will be final.
- 35.41 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 35.42 No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
- 35.43 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no handwritten material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 35.44 Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 35.45 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 35.46 The Bidder shall perform its obligations under this Tender as an independent contractor and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder’s performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right,

power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

35.47 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

36. Abide with the universal human rights and banks Code of Ethics-

Successful Agency/Service Provider/Firm/ Bidder, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner>Policies/Codes> Our Code of Ethics.

The successful bidder shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labor Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct

37. Information Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to copyright laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

38. GENERAL CONDITIONS

- 38.1 The general condition shall apply in contracts made by the Bank for availing the services of the selected agency.
- 38.2 The selected Agency shall abide by all relevant rules and regulations of the Government 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 norms of Advertising Standards Council of India (ASCI). The Agency shall keep informed Bank of Baroda about any change in accreditation status of the agency with INS, Doordarshan, AIR etc.
- 38.3 All rights for reproduction, editing and future use of the Media releases 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 content. 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.
- 38.4 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, trademark, copy right etc. of any person (including third party).
- 38.5 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.
- 38.6 Bank of Baroda through its authorized officers shall have right to inspect the services regarding conduct of PR services for the Bank. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the agency.
- 38.7 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.
- 38.8 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.
- 38.9 The Selected agency shall ensure secrecy of PR-related brief, other data, which is shared, its findings & recommendations etc.
- 38.10 The selected agency/ agencies shall ensure proper typography and lay out for each release so that minimum space will be spent as far as possible.
- 38.11 In case Bank of Baroda desires the Media release or other services to be published/ broadcasted in any other regional languages, translation of the text from English to regional languages shall be done by the agency free of cost and vice versa.
- 38.12 It shall be obligatory on the part of the 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.
- 38.13 Models / actors used for Bank of Baroda for campaigns, individual ads. etc. will be selected by the Bank.
- 38.14 The selected Agency shall not use the name of the Bank or its logo to promote their business without prior permission from Bank of Baroda.

38.15 Bank of Baroda reserves the right to

38.5.1 accept or reject any or all the proposals.

38.5.2 Cancel the RFP process at any time without assigning any reasons therefore, Re-issue the RFP, if cancelled.

38.16 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.

38.17 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.

38.18 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.

38.19 The selection does not guarantee any minimum business.

38.20 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.

38.21 The Agency is expected to be sincere and prompt in responding to the call of Bank.

38.22 The execution of job is to be time bound and with all required information to avoid delay or duplication. The agency should be able to execute orders at short notices and even on holidays.

38.23 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.

38.24 Bank of Baroda reserves the right to invite agencies outside the empaneled agencies, in cases it is deemed fit to do so or if the empaneled agency is unable to meet the expectations of the bank.

38.25 Proposal must be strictly as per bid application Form 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.

38.26 Bank reserves the right to

38.26.1 Reject any and all responses received in response to the RFP

38.26.2 Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.

38.26.3 Extend the time for submission of all proposals.

38.26.4 Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)

38.26.5 Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.

38.26.6 Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.

- 38.26.7 Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- 38.26.8 Change the time schedule of the RFP for inviting the bids or evaluation thereof.
- 38.26.9 Modify the quantity or any specifications related to eligibility or technicalities.
- 38.27 Bank will be under 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.

39.PREVENTION OF CORRUPT AND FRAUDULENT PRACTICES:

39.1 As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the annexure 08 of this RFP.

39.2 Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:

39.3“Corrupt Practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND

39.4“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.

39.5The 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.

39.6The 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.

40.RIGHT TO AUDIT

- 40.1 The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank.
- 40.2 Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide

reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

40.3 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

40.4 Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

41. PENALTY/ 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:

41.1 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

41.2 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

41.3 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.

41.4 Supply of sub-standard services.

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

41.5 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.

41.6 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 selection / appointment continues for a period of twenty one (21) days;

41.7 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 at least 30 days prior notice in writing.

41.8 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.

41.9 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 agency may result in imposition of liquidated damages. If the selected bidder fails to perform services within the stipulated time schedule and not to the satisfaction of the Bank. 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.

42.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 or delay, failure or non-performance of any condition, undertaking and commitment or for breach of any terms of this agreement. This clause shall survive the termination.

43.POWERS TO VARY OR OMIT WORK

43.1 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.

43.2 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.

43.3 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.

43.4 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.

43.5 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.

44. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHT:

44.1 Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.

44.2 Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

44.3 Without prejudice to the above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

45. INDEMNITY

The Agency 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:

45.1 Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Agency under this assignment; and/or

45.2 Negligence or willful misconduct of the agency and/or its employees, agents, sub-contractors in performance of the obligations under this assignment; and/or

45.3 Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Agency, against the Bank; and/or

45.4 Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Agency to its employees, its agents, contractors, and sub-contractors. Or

45.5 Breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Agency under this assignment; and/or

45.6 Breach of confidentiality obligations of the Agency; and/or

45.7 Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights.

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

45.9 The Agency shall have sole control of the defense and all related settlement/ negotiations, and the Bank will provide the Agency 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 under this assignment. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

46. GOVERNING LAWS

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

47. CONFLICT OF INTEREST

47.1 Bank of Baroda requires that Agencies provide professional, objective and impartial services and at all times hold Bank's interest's 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.

47.2 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 the Bank comes to know about any such situation at any time, it may lead to the disqualification of the Agencies during bidding process or the termination of its Agreement during execution of assignment. Employees of Bank of Baroda shall not work as, for or be a part of the firm/company or Agency (ies). Similarly, employees of the agency shall not have any right of employment in the Bank.

48. SERVICE LEVEL AGREEMENT AND NON-DISCLOSURE AGREEMENT

48.1 The selected agency shall execute (a) selection 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 shall execute the agreements within two months from the date of acceptance of letter of selection / appointment or as intimated by the Bank. All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the agency.

48.2 By virtue of RFP process and its implementation thereof, the applicant may have access to the confidential information and data of the Bank and its customers.

48.3 That the applicant will maintain confidentiality of and shall not disclose to any third party. The applicant will also agree that its employees, agents, sub- contractors shall maintain confidentiality of the information.

48.4 That the applicant will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without the consent of the Bank.

48.5 That the applicant will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance.

48.6 Without limitation of the foregoing, the applicant shall use reasonable efforts to advise the Bank immediately in the event that the applicant learns or has reason to believe that any person who has had access to confidential information

has violated or intends to violate the terms of the Contract to be entered into between the Bank and the applicant, and will reasonably cooperate in seeking injunctive relieve against any such person.

48.7 That the applicant will strictly maintain the secrecy of Bank's data.

49.NO LIABILITY:

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

49.2 Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third-party software or modules supplied by the Service Provider as part of this Agreement. Under no circumstances Bank shall be liable to the Service Provider for direct, indirect, incidental, consequential, special, or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

49.3 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.

50.COVENANTS OF THE SERVICE PROVIDER:

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

50.2 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 the Firm 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 Firm is necessary to authorize the execution, delivery and performance under an Agreement. The agency shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

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

50.3.1 The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by Bank; or

50.3.2 The engagement or provision of the services by any particular employee is prejudicial to the interests of Bank.

- 50.3 The Service Provider 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.
- 50.4 The Service Provider 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.
- 50.5 The Service Provider 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.

- 50.6 The Service Provider shall not exercise any lien on any of the assets, documents, instruments, or material belonging to Bank in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from Bank.
- 50.7 The Service Provider shall regularly provide updates to Bank with respect to the provision of the services and shall meet with the personnel designated by Bank to discuss and review its performance at such intervals as may be agreed between the Parties.
- 50.8 The Service Provider 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.
- 50.9 The Service Provider shall not violate any proprietary and intellectual property rights of Bank or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- 50.10 The Service Provider shall ensure that the quality and standards of services to be delivered or rendered hereunder will be of the kind, quality and timeliness as specified by bank from time to time.
- 50.11 The Service Provider shall not work in a manner which, in the reasonable opinion of Bank, may be detrimental to the interests of Bank and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.

51. FORCE MAJEURE

51.1 The Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). Each party shall within a week inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

51.2 "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

52. SUBCONTRACTING:

52.1 As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract any part of the scope of work, for e.g. translation services or engaging a PR affiliate in locations where the bidder does not have a presence, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors as well as share credentials of the sub-contractor. Bank at its own discretion may permit or deny the same. The Bank will not be a party to the sub-contract and will not carry any liability.

52.2 In case subcontracting is permitted by the Bank, the contracting Agency will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting Agency is also responsible for ensuring that the sub-contractor complies with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall

provide subcontracting details to the Bank and if required, Bank may evaluate the same.

57.3 In case of certain services such as translation in other vernacular languages the agency must ensure that such translations capture the true meaning of the communication and are not a literal translation.

Head (Marketing & Public Relations)
Bank of Baroda
6th Floor, Baroda Sun Tower
BKC, Mumbai.

53. CHECKLIST

Part 2

Technical Bid envelope to contain the following (All the Documents should be digitally signed by authorized representative of bidder)

Section #	Section Heading	Proforma Given
1.	Technical Bid	Annexure 01
2.	Commercial Bid	Annexure 02
3.	Declaration/Undertaking by Bidder	Annexure 03
4.	Bid Fees/Application Money	Annexure 04
5.	Bid Security Letter	Annexure 05
6.	Bid Security Form(Proforma of Bank Guarantee in lieu of Earnest Money Deposit	Annexure 06
7.	Covering Letter from Bidder	Annexure 07
8.	Integrity Pact	Annexure 08
9.	Service Level Agreement&Non Disclosure Agreement	Annexure 09
10.	Authorization to sign documents	Annexure A
11.	Bid Submission Letter	Annexure B
12.	Experience Certificate of Agency	Annexure C
13.	Auditor's Certificate	Annexure D
14.	Declaration by Bidder	Annexure E

Section #	Section Heading	Proforma Given
15.	Declaration by Bidder for EMD Exemption	Annexure F
16.	Performance Bank Guarantee	Annexure G
17.	Status of Litigations	Annexure H
18.	Agency team for Bank	Annexure J
19.	Format for seeking clarifications	Annexure K
<p>Commercial Bid should be strictly as per Commercial bid format (Annexure-02). Any commercial bid submitted not in conformity with Annexure-02 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.</p>		

Annexure 1.

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

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

Dear Sir/Madam,

We hereby offer to submit our request for Selection of PR agency of Bank of Baroda as per Tender Notice no. **BCC: MKTG: EMP_PR AGNC:113:___ Dt. __29.05.2024** for “Selection of PR Agency”. We unconditionally agree to abide by the Terms & Conditions specified therein.

As per the terms & conditions we have transferred online Rs.5,00,000/- (Rupees Five Lakh Only) towards Earnest Money Deposit (EMD) through RTGS/NEFT in the account number.....of Bank of Baroda at Mumbai.

Our brief profile is as under

Sr.	Particulars	Details/Remarks
01.	Name and contact details of Agency's head office	
02.	Contact details of Agency's Mumbai office	
03.	Contact details of Agency's other offices	
04.	Legal status of agencies (Proprietor/Partnership/Private Ltd. /Public Ltd.) Proof to be attached.	
05.	Year of establishment	
06.	Accreditation details	
07.	Name of Managing Director, Directors, top management / key personnel along with designation	
08.	The contact details of officials proposed for handling Bank of Baroda account (separate sheet may be enclosed with Bio-data and other details).	
09.	List of clients presently serving. (A comprehensive list of important clients, including those of Govt / PSU / BFSI Segment / MNC / Others).	

10.	List of banks served in last 3 years	
11.	Details of awards in Public Relations (reputed National/International) - attach copies of certificates.	
12.	Why do you think that you are suitable for empanelment with Bank of Baroda	
13.	<p>Infrastructure facility available with the agencies</p> <ul style="list-style-type: none"> ➤ Are you a full service agency or limited service agency? ➤ No. of persons working (separately for different offices) ➤ No. of members in PR team ➤ If the full-fledged office exists (Details) ➤ Language Translation facility ➤ Recording facilities ➤ Research/Analysis tools ➤ Working Days and hours. ➤ Any other 	
14.	<p>Financial details</p> <p>Total PR billing for the year</p> <ol style="list-style-type: none"> 1. 2021-22 2. 2022-23 3. 2023-24 <p>(Attach certified copy of audited balance sheet, P&L A/c. and income statement)</p>	
15.	PAN no. (Attach copy)	
16.	GST no. (Attach copy)	
17.	TAN No. (Attach copy)	
18.	Principal Banker & their Address	
19.	RTGS/NEFT Details-UTR Number, Bank	
20.	Any other information that the Agency would like to submit.	If needed, the agency can use separate sheets for explaining these points.

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

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

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

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

Seal of the firm and date

Annexure 2.

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

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

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

Dear Sir/Madam,

We hereby submit our Commercial Bid for Selection of PR agency of Bank of Baroda as per proposal reference no. **BCC: MKTG: EMP_PR AGNC:113:___ Dt. 29.05.2024** We unconditionally agree to abide by the Terms & Conditions specified therein.

Sr.	Particulars	Details/Remarks / Charges
01.	Name and contact details of Agency's head office.	
02.	Contact details of person authorized to make commitments to the Bank	
03.	Monthly Retainership Fees (Rs) A. Monthly Fees for PR activities B. Monthly Fees for Digital PR / Social Media	
	Total (Rs) [A+B]	

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

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

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

(Signature of the Authorized person) _____
Full name of the Authorized person: _____
Designation: _____
Seal of the firm and date

ANNEXURE - A

Authorization to sign documents

*pertaining to bid submission against RFP No:..... for selection / appointment of Public Relations Agency

[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 selection / appointment of PR Agency in Bank of Baroda.

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

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

Signature :

Name of Signatory:

Designation :

Seal of Agency/firm/company

Date :

Place :

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

ANNEXURE - B

Bid Submission letter (on Agency's letter head)

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

Date

Sir,

RFP NO: SELECTION OF PR AGENCY - SUBMISSION OF BID

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

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

Yours faithfully,

Signature with date:

Name of authorized signatory:

Seal of agency/firm

Annexure C

(On letterhead of the Agency duly stamped and signed)

Date:

TO WHOM SO EVER IT MAY CONCERN

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

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

(AUTHORISED SIGNATORY)
NAME:
DESIGNATION

ANNEXURE -D

[ON THE LETTER HEAD OF AUDITORS /CHARTERED ACCOUNTANTS]

CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

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

(Rs. In Crores)

Particulars	2021-22	2022-23	2023-24
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 –E DECLARATION

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

DECLARATION-CUM-CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

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

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

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

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

ANNEXURE F-Bid Security Declaration

Bid Security Declaration Form for EMD Exemption

Date:

RFP/Tender 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 authorized person of.....to make the declaration for and on behalf of..... Letter of Authority for executing to make the declaration is enclosed. Signed: (insert signature of person whose name and capacity are shown) In the capacity of (insert legal capacity of person signing the Bid Securing Declaration) Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on..... day of..... (insert date of signing) Corporate Seal (where appropriate)

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

ANNEXURE G - Performance Bank Guarantee Format

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

WHEREAS M/s _____ has undertaken in pursuance of the contract No. _____ dated _____ to, inter-alia, supply of _____ as per the contract document (herein after called "The Contract") dated _____.

AND whereas it has been stipulated by you in the said contract that M/s _____ shall furnish you with a performance bank guarantee by a scheduled commercial bank for a sum of Rs. _____ specified therein as security for compliance with the performance obligations in accordance with the contract.

AND whereas we have agreed to give you the guarantee on behalf of M/s _____

THEREFORE, we hereby affirm that we as guarantors are responsible to you, on behalf of M/s _____ up to a total of Rs. _____ and we undertake to pay you, upon your first written demand declaring M/s _____ to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sums specified therein.

This guarantee is valid until the _____ (date).

All rights and obligations arising from this guarantee shall be governed by the laws of the Republic of India.

Notwithstanding anything contained herein

- i. Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____ only).
- ii. This bank guarantee shall be valid up to _____ ; and
- iii. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

Place:

Date:

**ANNEXURE –H - STATUS OF LITIGATIONS PENDING
PERTAINING**

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

STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER

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

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

ANNEXURE -J Team for Bank

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 Authorized Signatory)
Name of the Authorized Signatory: Firm
Name:

ANNEXURE –K Format for seeking clarification.

(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 No.	Clause	Query
1				
2				
3				

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for

_____ Agency Seal of Agency

Annexure – 03**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.]”

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 fulfill 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. The 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 or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

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)

Annexure 04 – Bid Fees (Application Money) Letter

To,

Head-Marketing & Corp Comm
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP FOR PROCUREMENT OF -----.

We having our registered office at (herein after called the 'BIDDER') are offering Application Money Deposit as per details below for consideration of the bid of the above-mentioned Bidder.

Amount: Rs. _____ /- (Rupees _____ Only)

Mode: Online Transfer

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)

UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account: Bank of Baroda, Bank Account No. 29040400000417

Beneficiary Bank IFSC Code: BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion may reject the bid if the application money doesn't reflect in beneficiary account as per details furnished above.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 05 – Bid Security Letter

To,

Head (Marketing & Corp Comm)

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

Sir,

Sub: RFP FOR PROCUREMENT OF -----.

We having our registered office at (herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above-mentioned Bidder.

Amount: Rs. _____ /- (Rupees _____ Only)

Mode: Online Transfer/Bank Guarantee

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)/ /Bank Guarantee

UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account: Bank of Baroda, Bank Account No. 29040400000417

Beneficiary Bank IFSC Code: BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document

We having our registered office at (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

A/C Name:

A/C No. (Company account details):

IFSC Code:

Bank Name:

Bank Address:

The details mentioned above is treated as final & bank shall not be held responsible

for any wrong/failed transaction due to any discrepancy in above details.
Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Annexure 06- Bid Security Form

Pro forma for Bank Guarantee in lieu of EMD

To,

Date DD-MM-YYYY

Bank of Baroda

.....

Dear Sir,

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at India (hereinafter referred to as "the Agency") proposes to offer its response to RFP No.. #: (RFP details) (hereinafter called the "RFP")

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the AGENCY is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a Scheduled Commercial Bank in India in your favour to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as "BANK GUARANTEE")

AND WHEREAS the Agency has approached us, for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Agency and in consideration of the proposed RFP response to you, WE,.....having.....
... Office at....., India has agreed to issue the BANK GUARANTEE.

THEREFORE, WE,, through our local office at India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Agency . any of the terms and conditions contained in the RFP and in the event of the Agency commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the Agency of their obligations in terms of the RFP.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the AGENCY has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under

Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the AGENCY after expiry of the relative guarantee period of the RFP and after the AGENCY had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a “No Demand Certificate “provided always that the guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the AGENCY till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the AGENCY and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the AGENCY or any other forbearance, act or omission on your part or any indulgence by you to the AGENCY or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....(Rupees.....only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the AGENCY or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the AGENCY.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the AGENCY hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the AGENCY from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the AGENCY or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the AGENCY.
14. Notwithstanding anything contained herein above.
 - i) our liability under this Guarantee shall not exceed
Rs.....(Rupees.....only) ;
 - ii) this Bank Guarantee shall be valid up to and including the date and
 - iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
15. We have the power to issue this Bank Guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal & Address

**Annexure 07 – covering letter from
the Bidder**

To

Head Marketing & PR
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: RFP FOR -----.

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.
8. We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 08 – Integrity Pact

PRE CONTRACT INTEGRITY PACT **(TO BE STAMPED AS AN AGREEMENT)**

Between

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as “**Bank**”; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns);

And

....., a company incorporated under the (Indian) Companies Act, 1956 / 2013 and whose registered office is at _____ through its authorized representative Mr. _____ hereinafter referred to as “**Bidder**”, which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

Preamble

Bank is a one of the nationalized PSU Bank having its presence throughout India and _____ overseas territories. Bank is committed to fair and transparent procedure in appointing of its outsource service providers.

The Bank intends to appoint/ select , under laid down organizational procedures, contract/s for.....

Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

In order to achieve these goals, the Bank will appoint Independent External Monitors (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of Bank

(1) The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Bank, personally or through its family members, will in connection with the tender for, or the execution of a contract, demand ; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
- b. The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the

Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The Bank will make endeavor to exclude from the selection process all known prejudiced persons.
- (2) If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract
 - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
 - g. The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Bank is entitled to disqualify the Bidder(s) from the tender process or take action as per law in force

Section 4 - Compensation for Damages

- (1) If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Bidder(s) liquidated damages of the BID value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 - Equal treatment of all Bidders

- (1) In case of Sub-contracting, the Principal Bidder(s) shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Bank will enter into agreements with identical conditions as this one with all Bidders.
- (3) The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s) Subcontractor(s)

If the Bank obtains knowledge of conduct of a Bidder, or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Bank appoints 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/Contractors as confidential.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Bank including that provided by the bidder/ Contractor. The bidder/ Contractor 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) / Contractor(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 Bank 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 Bank and the Contractor. 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 Bank 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 Bank officials within 15 days from the date of reference or intimation to him by the Bank and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Bank 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.

Section 9 - Pact Duration

This Pact shall be effective from the date of its execution, and shall expires for the selected Contractor 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.

Section 10 Other provisions

- (1) This agreement is subject to Indian Law and court of Mumbai shall have exclusive jurisdiction to entertain any matter arising out of this pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) 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.
- (5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity Pact at _____ on _____

BANK	BIDDER
Name of the Officer:	Chief Executive Officer
Designation:	Department:
Date:	Date:
Place:	Place:
Witness	Witness
1. _____	1. _____

ANNEXURE - 09**SERVICE LEVEL AND NON DISCLOSURE AGREEMENT**

This Agreement is made in Mumbai this..... Day of 2024 by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “BOB” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

_____, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at _____ hereinafter referred to as “the Service Provider” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(BOB and the Service Provider hereinafter are individually referred to as “Party” and collectively as “Parties”)

WHEREAS

- Founded on 20th July, 1908 by Sir Maharaja Sayajirao Gaekwad III, Bank of Baroda is one of India’s leading commercial banks with a network of over 8000+ branches and 10000+ ATMs spread across the country. At 63.97% stake, it is majorly owned by the Government of India. The Bank serves its global customer base of ~165 million through over 70,000 touch points spread across 17 countries in five continents and through its various digital banking platforms, which provide all banking products and services in a seamless and hassle-free manner.
- The Bank offers a wide range of products and services to Retail, Corporate, MSME, Agri and Government customers and serves customers across the spectrum from Financial Inclusion to High Net worth customers.
- The Bank also aims to be at the forefront of the digital transformation sweeping across the banking sector and is forging ahead with cutting edge technologies and innovative new banking models.
- In its continuous efforts to raise the profile of the Bank & its leadership, build credibility & trust amongst the Bank’s key stakeholders and protect & enhance the company’s reputation, the Bank aspires to give a further impetus to its Public Relations(PR) efforts and is looking to appoint a qualified PR Agency with the appropriate/suitable expertise, capabilities and team strength to manage the Bank’s PR mandate.

In response to RFP issued on _____ Dated _____ by BOB, the Service Provider also submitted its offer and has represented that it is engaged in the business of Public Relations and services related to Public Relations, Media Relations, Media monitoring, Content writing, Media reporting & analysis, Media measurement, Crisis communication and Reputation Management, Digital PR, Digital online reputation Management, Speaking opportunities, Event Management, Award nominations, Corp Comm Internal & External, PAN India presence, Market intelligence. It further represented to BOB that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to BOB. Relying on representations of the Service Provider and other applicable criteria, the Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly BOB has issued a letter of intent dated _____ to the Service Provider.

It was a condition in the RFP that the Parties would enter into a Service Level and Non Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. DEFINITIONS

- 1.1 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.
- 1.2 “Assignment / job” means the work to be performed by selected PR Agency pursuant to the Contract.
- 1.3 ‘BOB’ means ‘Bank of Baroda’.
- 1.4 “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).
- 1.5 “RFP” means this Request for Proposal issued by Bank for the appointment of PR Agency
- 1.6 Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.
- 1.7
Proposal or Bid means the bidder’s written reply or submission in response to this RFP.

2. TERM

This Agreement shall come into force on (Date) and shall be in force and effect for a period of ____months, unless BOB terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

3: SCOPE OF SERVICE / DELIVERABLES AND SERVICE LEVELS

The Agency agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule 3.1 of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment.

3.1 SCOPE OF WORK

Bank of Baroda requires the services of a PR Agency for the below mentioned scope of work.

However, BOB is not obliged to employ all activities mentioned below or be limited only to the activities mentioned below. Bank has the discretion to change the scope of activities without having any commercial implication. The activities to be engaged will be based on the Bank's discretion and payment will be made for those activities only. The scope of work includes but is not limited to the following:

3.1.1 Long-Term PR Strategy

Review and assess the Bank's current PR Plan and Positioning and provide a comprehensive and long-term PR Strategy with specific, actionable and measurable initiatives that will be reviewed periodically as per the Bank's requirement. The aim is to be positioned and recognized amongst the Top Three banks in India, across the public and private sector.

The overall objective is to increase positive brand sentiment, enhance the profile, recall & reach of the Bank & its key leadership team and shape perceptions amongst key stakeholders - customers, employees, media, investors/analysts, government and the public at large. Further, managing crisis and issues and protecting the Bank's reputation is critical.

3.1.2 Media Relations

Develop and maintain media relations with the Wires, Print, Electronic, Digital/Online, Social Media and any other emerging media to ensure adequate and positive coverage of the Bank in a sustainable manner.

Update and maintain media lists relevant to the Bank.

- Develop and disseminate information on the Bank's latest initiatives on a national basis and locally across various media vehicles such as Wires, Print, Electronic, Digital/Online and other emerging modes of communications.

- Ensure maximum coverage and visibility for all media releases issued by the Bank.
- Pitch stories/ interviews with relevant media. Identify the right journalist/s and publication/s, develop the interview/story pitch, prepare a briefing document, organise/coordinate the interaction, post-interaction coordination and monitor coverage.
- Pitch and manage one-on-one interviews of authorised spokespersons of the Bank with identified media professionals relevant to the Bank in addition to organising media events.
- Organise media conferences/ media briefings on financial results, new products/initiatives etc
- Organise relationship building meetings with editors/ chief of bureaus/ correspondents of publications across cities for spokespersons.
- Participate in relevant industry stories.
- Identify media coverage opportunities in industry stories. Continuously monitor the media for placing appropriate PR messages in industry features.
- Interact with officials of the Bank from various departments once every quarter to create a communication calendar/ strategy based on known internal and external communication opportunities.

3.1.3 Content Writing:

- Research and develop PR content as per the brief shared by the Bank such as media releases, authored articles/contributory articles, features, emailers, award nominations etc
- Provide translations of media releases, write-ups, articles in various languages as required
- Draft expected questions, key messages, talking points, speeches etc
- Define PR content strategy based on internal milestones & accomplishments, launches etc and external and internal events
- Work on storylines/narratives on evolving themes such as ESG/ Sustainability, Data Analytics, Financial Inclusion, CSR, Diversity/ HR Initiatives, Security, Digital Transformation etc

3.1.4 Media Monitoring, Reporting & Analysis:

Agency to provide a dedicated Media Monitoring, Reporting & Analysis Tool/Licensed Tool which includes setup, implementation, training, onboarding and account support.

The tool should have the following capabilities:

- To aggregate content from various Print, Online and Television/Electronic Media.
- Real-time monitoring of news
- Bank of Baroda should be given full access to the database of news articles relevant to the Bank during the period of the contract. Bank users should be able to use the service from any location.
- The keywords and the setup should be customizable as per the Bank's requirement

- All the licensed APIs should be configured with the tool.
- Backup of the data should be stored and made available to the Bank; 7-10 years of news archival data should be available.
- Provide Smart tools such as mobile-friendly alerts, 24x7 access to a subscriber-based news portal, 24X7 monitoring capability, Mobile App for Android/ iOS, WhatsApp alerts and Smart Dashboards
- Implementation manager for training and onboarding. Relationship Manager and customer support for day-to-day queries.

The service provider should have the license and rights to provide the contents to Bank of Baroda and allow Bank of Baroda to further redistribute the contents internally.

3.1.5 Media Monitoring:

The Agency shall provide the Tool/Licensed Tool which should provide the following services to the Bank:

- National: Track mainline, business, regional and trade publications in English, Hindi and other regional languages across wires, print, online/digital and electronic/television media to monitor media coverage about the Bank, key competition, the BFSI industry and the larger economy on a day-to-day basis. It is desirable that the tool provides a wide coverage of publications.
- The monitoring should cover print media from all/as many of the zones that the Bank is present in as possible. The media monitoring tool should preferably also have the capability to integrate coverage that originates from outside the cities monitored into the platform.
- For online news the tool must have unlimited keywords, ad-hoc searches and mentions. Bank should be able to browse unlimited topics/competitors or industry related searches for online news on the tool.
- The service provider should subscribe to all the leading newspapers/news websites that have paid content.
- International: Track international digital/online publications (mainline, business, regional & trade publication) to monitor media coverage about the Bank on a day to day basis. Any news to be included in the daily report.
- Regional Television: Have the capability to monitor regional channels, if required by the Bank.

3.1.6 Media Reporting:

- To submit a comprehensive monitoring report/custom newsletter on a daily basis every morning by 11am covering news on the Bank, peer banks and the Banking, Financial Services and Insurance (BFSI) Industry and the Economy. The format of the report/newsletter to be mutually agreed upon by the Bank and the agency.
- WhatsApp Updates: Share daily news updates (wires, print, online and TV) on the Bank on Whatsapp every morning (before 8am), in addition to key news on competition and industry. Real-time news updates continue through the day.
- Share real-time news alerts from wires/print/online/electronic/social media for any adverse news coverage, track & receive alerts on emerging crises, critical issues and/or threats.

- Coverage Dossiers: A comprehensive and complete coverage dossier in a mutually agreed format to be prepared and submitted for every media release issued within a month after issuance. The Dossier to include coverage received in Wires, Print, Online, Television and Social Media platforms.
- The media monitoring tool should preferably have the capability to integrate coverage the originates from outside the cities monitored into the platform.
- Any other appropriate method of media reporting, as and when required, should be used.

3.1.7 Media Analysis & Measurement:

Prepare and submit a comprehensive PR Review report on a monthly, quarterly and annual basis. The report should cover quantitative and qualitative analysis & measurement of the coverage received (of Bank of Baroda and its key competitors) across print, online/digital and electronic/TV media, including share of voice, key announcements/ initiatives/interviews undertaken during the period under consideration, industry events participated in, issues management (if any), competition update, the key takeaways and recommendations to enhance the Bank's PR positioning and sentiment towards the Bank.

To gain meaningful and actionable PR insights and to analyse effectiveness of the PR strategy, the qualitative analysis should provide high-level dashboards as MIS on the brand & its peers, including the following:

- Benchmarking Score - Based on an aggregate of Total mentions, potential reach and net tonality score
- Visibility/Share of Voice/Reach/Engagement – Benchmark against competition, Breakup by print, online and television
- Sentiment Analysis across print, online and television: positive / negative/ neutral, understand what is driving brand sentiment.
- Competition Analysis
- Topics/ News Drivers for each brand
- Participation in industry stories – comparison with competition
- Exclusive vs industry stories for each brand
- Analysis by Publications
- Analysis by Journalists
- Analysis by Geographies/ Cities
- Benchmark Spokespersons/CEO analysis – visibility, prominence, who are they talking to, what are they talking about
- Missed opportunities.
- Executive Summary - with key highlights and key takeaways

The quantitative analysis should cover print coverage from all/as many of the zones that the Bank is present in as possible. The Qualitative Analysis should cover print coverage from the Top 8 metros.

3.1.8 Crisis Communication and Reputation Management:

- Prepare a proactive strategy for crisis communication and chalk out the key messages, communication plan and ensure effective implementation of the plan to minimize/contain adverse news coverage across media platforms.
- Timely/Real-time intimation to the Bank about any coverage that is detrimental to the interest of the Bank and advisory thereof to minimize/avoid any detrimental impact on the Bank/brand within a quick turnaround time.
- Ongoing tracking of mainline, business, regional and trade publications across wires, print, online/digital and electronic/TV media to monitor specific coverage and perceptions about the Bank on a day-to-day basis.
- During a crisis situation, the Agency to ensure that the leadership team, senior members and/or crisis communications specialists of the Agency are available 24/7 to provide counsel and effectively manage the issue.

3.1.9 Digital PR

- Create a coordinated and comprehensive brand strategy.
- Facilitate distribution of all media releases/ announcements to target online media
- Build and maintain relationships with key content writers and emerging online/digital journalists.
- Engage with influencers/bloggers regularly to facilitate positive conversations about the bank and its products/services.
- Help in creating two-way conversations and authentic dialogue with readers, generating opportunities for brand interaction and customer engagement.

3.2 Digital Online Reputation Management

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

3.3 Speaking Opportunities

- Identify and pitch speaking opportunities at prominent industry forums for Bank's spokespersons/senior leaders.

3.4 Award Nominations

- Identify and share details on relevant & prominent award platforms that the Bank can participate
- Assist in preparing the content for the award nominations.

3.5 Event Management

- The Bank organizes a media meet and analyst meet to announce the Bank's Financial Results every quarter in a physical/ virtual format. The Agency to

procure the services of a third-party vendor to provide event management services, schedule the Zoom meetings, provide audio & video recordings, live streaming services, transcription services and technical support and ensure the smooth conduct of the media and analyst meets. The Agency will be responsible for end-to-end coordination with the vendor.

- Help the Bank organize and conduct press conferences, investor/analyst meets & conference calls, corporate road shows etc.

3.6 Geographic Presence for Public Relations activities:

- Bank of Baroda has its Corporate Centre at G-Block, Bandra Kurla Complex, Bandra (E), Mumbai, which is the main controlling point for all its business units/ Establishments within India/Abroad. The Corporate Centre is supported by 22 different Zones situated in different parts of the country as mentioned below:
 - a) Mumbai Zone – Mumbai
 - b) New Delhi Zone – New Delhi
 - c) Bengaluru Zone - Bengaluru & Mysore
 - d) Mangaluru Zone – Mangaluru.
 - e) Ahmedabad Zone – Ahmedabad
 - f) Pune Zone – Maharashtra (excluding Mumbai), Pune & Goa
 - g) Chennai Zone – Chennai, Coimbatore, Trichy, Madurai, Pondicherry
 - h) Hyderabad Zone - Hyderabad, Vijayawada and Vishakhapatnam
 - i) Kolkata Zone - Kolkata
 - j) Bhubaneswar Zone- Bhubaneswar, Ranchi
 - k) Ernakulam Zone – Kochi
 - l) Chandigarh Zone – Chandigarh
 - m) Ludhiana Zone- Ludhiana
 - n) Lucknow Zone – Lucknow, Varanasi, Allahabad
 - o) Bareilly Zone – Bareilly, Meerut
 - p) Jaipur Zone - Jaipur
 - q) Patna Zone – Patna
 - r) Bhopal Zone – Bhopal. Indore, Jabalpur
 - s) Raipur Zone - Raipur
 - t) Guwahati Zone - Guwahati Zone
 - u) Baroda Zone – Vadodara, Surat
 - v) Rajkot Zone – Rajkot

The Agency must have a full-fledged office in Mumbai where the Bank's Corporate Office is located. Further, the Agency must have a strong presence at the Bank's 21 other Zonal locations situated across the country either preferably through their own offices or through representatives. Preference will be given to agencies with the most extensive office network.

3.7 Corporate Communications: Internal & External

- Design an annual communications plan based on long-term and short-term objectives, with month-wise/quarter-wise break-up of initiatives/activities, key messaging etc.
- Generate adequate earned media coverage across platforms for all strategic initiatives, announcements, new product launches etc.
- Develop and maintain annual PR & Events Calendar that will include scheduled economic, banking & other events that the Bank can participate

- Provide media training to key personnel/authorized spokespersons of the Bank/PRO of the Bank at the Corporate Office or anywhere as may be desired by the Bank at regular intervals at agency's cost.
- Prepare a resource bank comprising spokespersons profiles, key messages & talking points, FAQs, photographs etc
- The Agency to prepare a monthly update on the initiatives and activities undertaken during the month, as per the format shared by the Bank. The monthly update is to be shared by the 5th of the following month.
- A Performance Appraisal to be undertaken every quarter and on an annual basis. The Agency to share an appraisal format at the beginning of the engagement, which will be finalized in coordination with the Bank.
- Media audit/perception study to be conducted once a year nationally.
- Assist the Bank on a need basis in publishing House Journals/Magazines and other modes of internal communication.
- Assist the Bank in identifying internal communication opportunities.
- To devise methods and communication strategy for better investor and analyst relations.

3.8 Market Intelligence

- Provide information for business development and image/brand building.
- Update the Bank with intelligence on the media industry and key competition on a regular basis

3.9 Key Deliverables

- Achieve positive earned media coverage for various business units of Bank of Baroda proactively.
- Minimize/contain adverse news coverage across media platforms.
- Provide consultancy on all aspects of the Bank's communication needs, with a special emphasis on issues that impact corporate reputation.

4.0 Standards:

- The Agency agrees to deliver and perform the services in accordance with the time schedule specified by the Bank. It also covers Saturdays/Sundays and other holidays where the Bank may require the Agency's services. Bank shall not entertain any justification for not working on holidays if required by the Bank or in case of exigencies.

The Bank works on the 1st, 3rd and 5th Saturdays of every month and hence, these are normal working days for the Bank and the Agency

5.0 Documentation:

The Service Provider shall supply all necessary documentation for the training, use and operations of the Corp Comm Department, BOB

6.0 Training:

The selected agency shall provide training for the media monitoring tool and PR strategies to staff members of the Bank free of cost wherever required by the Bank. The agency in coordination with the Bank, on request from the Bank, from time to time shall specify the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training. The agency shall provide all training material and documents. Conduct of training of Bank's personnel shall be at the Corporate Office or anywhere as may be desired by the Bank at agency's cost.

7.0 Single Point of Contact & Direct Support

The details of single point of contact of the Service Provider for Public Relations servicers to BOB is as under:

(Please incorporate following details - designation, address, email address, telephone /mobile No..

Escalation matrix for support should also be provided with full details.

8.0 PAYMENT TERMS:

8.1 The payments shall be released by BOB's Corporate Communication Department ,Corporate Office, Mumbai on presentation of Original copies of Invoice on successful delivery of PR services by the agency

8.2 The Bank will release the payments only on receipt of all the relevant documents, within a period of 30 days from the date of receipt of undisputed relevant documents. Any dispute regarding the relevant documents will be communicated within 30 days from the date of receipt of the relevant documents. After the dispute is resolved, Bank will make payment within 30 days from the date the dispute stands resolved

9.0 Security deposit

Service provider has to furnish a Performance Bank Guarantee of 5% of the total contract value issued by any reputed Scheduled Commercial Bank in India (other than Bank of Baroda) in favour of Bank of Baroda. The Guarantee shall be valid for the entire period of contract and 3 months thereafter.

In case of extension of contract, the successful bidder has to extend the Bank guarantee for the extended period (exceeding three months of the contract) as per stipulation in the Service Level Agreement.

In case the Service Provider fails to perform the contract, Bank shall invoke the Bank Performance Guarantee to recover penalty/ liquidated damages.

10. Set-off

10.1 Without prejudice to other rights and remedies available to BOB, BOB shall be entitled to set-off or adjust any amounts due to BOB under this agreement from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

10.2 The provisions of this Clause shall survive the termination of this Agreement.

11. COVENANTS of the Service Provider:

11.1 The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

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

11.2.1 The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BOB; or

11.2.2 The engagement or provision of the services by any particular employee is prejudicial to the interests of BOB.

11.3 All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BOB be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

11.4 The Service Provider :

11.4.1 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.

11.4.2 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.

11.4.3 shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.

11.4.4 shall not exercise any lien on any of the assets, documents, instruments or material belonging to BOB and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BOB.

- 11.4.5 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.
- 11.4.6 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.
- 11.4.7 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.
- 11.4.8 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 designated by the BOB and communicated to the Service Provider from time to time.
- 11.4.9 shall not work in a manner which, in the reasonable opinion of BOB, may be detrimental to the interests of BOB and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- 11.5 shall be liable to BOB for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BOB.
- 11.6 shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BOB.
- 11.7 shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct
- 11.8 Service Provider shall comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

12. Confidentiality:

12.1 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 Service Provider or its employees during the course of discharging their obligations shall be treated as absolutely

confidential and the Service Provider irrevocably agrees and undertakes and ensures that the Service Provider 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 Service Provider of its obligations hereunder. The Service Provider hereby specifically agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the Service Provider and/or its employees and shall immediately reimburse and pay to BOB on demand all damages, loss, cost, expenses or any charges that BOB may sustain suffer, incur or pay in connection therewith.

12.2 The Service Provider 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 Service Provider obligation under this Agreement.

12.3 The Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of Confidential Information. Also so far as it is practicable the service provider 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 service provider or its affiliates.

Service provider 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 the requirements of this paragraph have been fully complied with.

12.4 The Service Provider shall return all the Confidential Information that is in its custody, upon termination/expiry of this Agreement.

12.5 The Service Provider 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 its any obligations under this Agreement.

12.6 It shall be the incumbent duty of the Service Provider to undertake not to disclose any business related information of BOB to any third person and the Service Provider shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the Service Provider 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.

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

12.7.1 Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain.

12.7.2 Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure ;

12.7.3 Was disclosed or parted with the prior consent of BOB;

12.7.4 Was acquired by the Service Provider 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.

12.8 The Service Provider agrees to take all necessary action to protect 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.

12.9 Notwithstanding above, BOB shall take all the reasonable care to protect all the confidential information of service provider delivered to BOB while performing of the services.

The provisions of this Clause shall survive the termination of this Agreement.

13. INDEMNITY

The Service Provider 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:

13.1 Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this agreement ; and/or

13.2 Negligence or willful misconduct of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this assignment; and/or

13.3 claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider , against the Bank; and/or

13.3 claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors

13.4 or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this assignment; and/or

13.5 breach of confidentiality obligations of the Service Provider; and/or

13.6 any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

13.7 Bank shall notify the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim, and Co-operates with the Service Provider in the defense and settlement of the claims.

13.8 The Service Provider shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the Service Provider with the assistance, information and authority reasonably necessary to perform the above. The provisions of this Clause shall survive the termination of this Agreement.

14. CONTRACT PERFORMANCE GUARANTEE

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs -----/- (Rupees _____ Only) in favour of BOB from any Public Sector Bank other than Bank of Baroda as acceptable to BOB towards

due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of ___months with additional claim period of three months after expiry of validity period.

15. TERMINATION

In following events Bank shall terminate this assignment or cancel any particular order if Service Provider:

15.1 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

15.2 failure by Service Provider to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

15.3 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.

15.4 Providing services not to the satisfaction of Bank

15.5 Delay in execution/delivery / commissioning of services.

15.6 If deductions of penalty exceeds more than 10% of the total contract price.

Further Bank may terminate this agreement on happening of following events:

15.7 A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;

15.8 The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.

15.9 The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise

15.10 An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.

15.11 The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or without any reason 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 Service Provider at least 90 days prior notice in writing.

16. Effect of termination

16.1 If bank terminates or cancels 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.

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

16.3 Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;

16.4 Upon the termination or expiry of this Agreement the rights granted to Service Provider shall immediately terminate.

16.5 In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

17. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

18. LAW, JURISDICTION AND DISPUTE RESOLUTION

The provisions of this Agreement shall be governed by and, construed in accordance with the Indian law and the courts in Mumbai shall have the exclusive jurisdiction to deal with any issue arising out of this Agreement.

19. ARBITRATION

BOB and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Bank and the The Service Provider have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

19.1 The dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to sole arbitrator to be appointed by mutual consent.

19.2 The place of arbitration shall be at Mumbai

19.3 The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.

19.4 The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

19.5 The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration agreement in this Clause, shall be under the exclusive jurisdiction of the courts located at Mumbai.

20. AUDIT

20.1 All Service Provider records with respect to any matters covered by this Agreement 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 Service Provider 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.

20.2 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 Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representatives of the Bank and shall provide all information/ documents required by the Bank.

20.3 The Service Provider should allow the Reserve Bank of India (RBI) or persons authorized by it to access BOB documents, records or transaction or any other information given to, stored or processed by the Service Provider within a reasonable time failing which the Service Provider will be liable to pay any charges/ penalty levied by RBI.

21. LIMITATION OF LIABILITY

21.1 Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

21.2 However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, its employees, and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

21.3 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 Service Provider as part of procurement under the Agreement.

21.4 Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

21.5 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.

21.6 All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party 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 other party.

22. PUBLICITY

The Service Provider shall not use the name and/or trademark/logo of BOB, its group companies or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of BOB.

23. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon, and agrees not to hold it out to be an employee, agent or servant of BOB or Affiliate thereof.

24. SUBCONTRACTING

The Service Provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the BOB.

25. ASSIGNMENT

The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Service Provider'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 Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this Agreement.

26. NON – SOLICITATION

26.1 The Service Provider, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any

capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

26.2 The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

27. VICARIOUS LIABILITY

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider 's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider 's employees, agents, contractors, subcontractors, etc.

28. FORCE MAJEURE

28.1 The Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered, or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall within a week inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

28.2 "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

29. MISCELLANEOUS

29.1 Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

29.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of

any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

29.3 Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

If to the BOB:

The Head (Marketing & Corp Comm) _____

_____ (City)

Facsimile number: _____

ATTN:

If to the Service Provider _____

(Address)

Facsimile number: _____

ATTN: _____

29.4 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP, offer document and Purchase Order etc. and this Agreement the terms hereof shall prevail.

29.5 Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

29.6 In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

29.7 The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

29.8 The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

29.9 This Agreement has been signed in duplicate, each of which shall be deemed to be an original.

30.SURVIVAL

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation under clauses of confidentiality, indemnity, termination, limitation of liability and any covenants of the parties mentioned in this agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named.

BOB, by the hand of Sri -----, For Bank of Baroda

its authorized official in the presence of:

1.

2.

Signed and Delivered by the within named

_____ by the hand of Sri-----, For _____ Limited.

its authorized official in the presence of:

1.

2