

**REQUEST FOR PROPOSAL (RFP)
FOR EMPANELMENT OF
-3- DIGITAL MARKETING AGENCIES FOR
BANK OF BARODA**

Bid Number :

Reference No: BCC:MKTG:DM:117:74

Dt: 06.01.2025

Issued by: Bank of Baroda, Marketing & Corporate Communication Dept, Baroda Sun Tower,

6th floor, C - 34, G Block, Bandra Kurla Complex, Bandra (East),
Mumbai – 400051.

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EMPANELMENT OF DIGITAL MARKETING AGENCY FOR BANK OF BARODA FOR A PERIOD OF 3 YEARS

Bank of Baroda invites sealed applications from eligible “Digital Marketing” agencies for Empanelment as Bank’s Digital Marketing Agency.

Office of Issue: Marketing 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 Web Site / Publication of Tender)	06.01.2025
2	Last date and time for receipt of written queries for clarification from bidders over mail	13.01.2025 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 17.01.2025 at 3.00 p.m. Last date by which Bank shall give replies to all queries 22.01.2025 Bidder to submit a maximum of -2- participant’s names, contact numbers, designations and e-mail IDs on social.media@bakofbaroda.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	27.01.2025 up to 3:00 p.m. Mode: Online on URL: https://bobtenders.eproc.in

5	Date and Time of Technical Bid Opening	27.01.2025 up to 3:30p.m. Mode: Online on URL: https://bobtenders.eproc.in 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 social.media@bankofbaroda.com after online submission of the Bid. BID Number :
6	Date of Commercial Bid Opening	Will be advised to shortlisted bidders separately.
7	Address for communication (Bank)	Dy. General Manager & Head (Marketing & Branding), Bank of Baroda, 6th Floor, Baroda Sun Tower, C-34, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051 Email: social.media@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 Sanmitra Sinha– 9163325858 Mr Rishi Dawn – 7017411406

2. DEFINITIONS:

- “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.
- “Assignment / job” means the work to be performed by selected Digital Marketing Agency pursuant to the Contract.
- ‘Bank’ means ‘Bank of Baroda’.
- “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).
- “RFP” means this Request for Proposal issued by Bank for the empanelment of Digital Marketing Agency
- Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.
- 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 8400+ branches and 9300+ 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 For the above stated purpose, Bank of Baroda invites proposals from reputed and qualified **Digital Marketing** agencies for rendering the services as mentioned in **“Scope of Work”(Point No 15)**.

- The Proposal will be the basis for a formally signed Contract with the Empaneled Digital Marketing Agencies.
- 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 empanelment process without assigning any reason(s), at any stage of the RFP process without incurring any liability or obligations on the Bank.
- Bank also reserves the right to re-issue the RFP, if the Bank decides so.
- Bank of Baroda may in its sole discretion, but without being under any obligation to do so, update, amend, clarify, or supplement the information in this RFP document.
- Bank also reserves the right to not shortlist or appoint any particular or all agency/ies without assigning any reasons, whatsoever.

4. CONTRACT PERIOD:

Bank of Baroda invites sealed applications from Eligible Digital Marketing Agencies for empanelment 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 will pay charges or commission for the various digital services rendered by the agencies, as detailed below.

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 Online mode on URL: <https://bobtenders.eproc.in> portal on or before the timeline stipulated in the [clause 1] Important Dates.

Bids submitted by any other means other than bid submission through e-procurement portal (URL: <https://bobtenders.eproc.in>) will not be accepted by the Bank. The detailed guidelines for submission details and E-tendering are 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 are required to be uploaded on e-procurement portal 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 (5th Character is Zero)**

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. (5th Character is Zero)

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 submission in e-procurement portal. 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.

7.2.4 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 and Small Enterprises (MSE) / 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. MSE/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 ₹ 5,00,000/- (EMD Amount) 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.

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 & Branding
6th Floor, Bank of Baroda, Baroda Sun Tower
C-34, G-Block, BKC, Mumbai-51

12. Confidentiality:

The Service Provider acknowledges that in the course of performing the obligations under this RFP, it shall be exposed to or acquire information of the bank, which the Service Provider shall treat as confidential.

a. 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 Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that 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 prior written permission of BOB. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.

b. 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 Service Provider.

- c. Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- d. Service Provider shall return all the Confidential Information that is in its custody, upon termination/expiry of agreement concluded under this RFP. Also so far as it is practicable 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.
- e. 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.
- f. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure ;
 - iii. Was disclosed or parted with the prior consent of BOB;
 - iv. Was acquired by 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.
- The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
 - In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this RFP, and that it does not constitute violation under any laws for the time being enforced in India.

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 confidentiality obligations shall survive the expiry or termination of the Agreement concluded under this RFP between the Service Provider and the Bank.

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. Non-compliance 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 the 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:

Digital Marketing 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	<p>The agency must have minimum average turnover from Digital Marketing 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-Digital Marketing Services also, the Fee Income from Digital Marketing services only will be considered. Fee Income for Digital Marketing activities should be certified by the Auditor. (Copy to be enclosed)</p> <p>Minimum annual turnover criteria of MSME firms is Rs. 3 Crore. There is no minimum criteria of Gross Annual Turnover for Start Ups.</p> <p>(Standalone Turnover of the company applying for the selection/empanelment will only be taken into consideration, not of the group company or subsidiaries.)</p>	<p>Certified Copy of the Audited Balance Sheet along with Profit and Loss statement for FY 2021-22, FY 2022-23, and FY 2023-24.</p>
3.	<p>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.</p>	<p>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.</p>
4.	<p>The bidder 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 Digital Marketing services within the scope of work.</p>	<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 Digital Marketing services for at least 7 Years.</p>
5.	<p>The Bidder should have provided Digital Marketing services to at least 5</p>	<p>Undertaking from clients on the client's letterhead or Work Order / Empanelment</p>

	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	Letter with following details for each reference to be provided: 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 Digital Marketing Services.
6.	<p>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 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 Digital Marketing strategy, who will work on the Bank of Baroda account from time to time as required.</p>	<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>
7.	<p>The Agency should have a minimum experience of at least 5 years in Digital Marketing and preferably experience in the BFSI sector which should include areas such as: Digital Media Planning & Buying, Content Creation, Analytics and other areas of Digital Marketing. Testimonials, if available, from customers across the last 10 years of operation if provided would be an added advantage</p> <p>The Agency should have accomplished major campaigns of minimum Rs 50.00 lacs and above during each of the last 3 financial years for a single product/service/brand.</p>	<p>Copy of Certificate of Incorporation / Registration.</p> <p>Work Order / Empanelment Letters – at least 1 each for the last 5 FYs. 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24 or earlier indicating that the Agency has been providing these services for at least 5 Years.</p>
8.	<p>The Agency should currently be a Google / Facebook partner in India. Agency should have at least 5 resources who are Digital Marketing certified from Facebook / Google / Any</p>	Copy of the order or Certificate as proof of partnership

	other recognized certification.	
9.	Recognition in the form of industry acclaimed awards specific to Digital Marketing campaigns would be an added advantage. Testimonials, if available, from customers across the last 5 years of operation if provided would be an added advantage.	Details of awards received and brief of the campaign
10	The Agency's ability to plan and buy digital media platforms including Digital Media Planning & Buying services for overseas markets.	A self-declaration on the agency's letterhead to be submitted.
11.	The Agency should be a full-service agency offering digital agency services across not just conventional digital media, but also new/emerging media in the digital arena.	A self-declaration on the agency's letterhead to be submitted.
12.	Recognition in the form of industry acclaimed awards specific to Digital Marketing campaigns would be an added advantage	A self-declaration on the agency's letterhead to be submitted
13.	The Agency should not have been blacklisted/debarred by any Central/ State Government/ Public or Private Sector Undertakings/Banks or any related bodies 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.
14.	Testimonials from clients across the last 5 years of operation, if provided, would be an added advantage.	Testimonials on the clients' letterhead
15.	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
16.	Scanned copy of this tender document, Addendum / corrigendum/ clarification (if any) issued by the Bank, duly signed	Scanned Signed Copy

	and stamped on each page by the authorized signatory of the Agency as a mark of acceptance of all conditions of this RFP.	
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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 will require the services of the -3- empaneled Digital Marketing Agencies for the below mentioned broad categories of the work. The work shall be assigned to the Agencies on the basis of idea, quality, cost etc. However there is no commitment from Bank on the minimum quantum of work to be assigned to any of the empaneled agencies. All marketing efforts through Search Engine Optimization (SEO), Search Engine Marketing (SEM), Display, paid and organic, social media & Affiliate marketing including but not limited to creative development, media buying, content management etc. related to digital marketing space. The agency should be capable of running both performance as well as brand campaigns; along with brilliant creative team and should be willing to work in collaboration with the mainline/primary creative and media agency.

The scope of work includes but is not limited to the following:

15.1 Overall Digital Marketing Strategy:

To Create media plans with 360-degree digital coverage including, search, display, OTT, native, social media , content, influencers and other forms of digital marketing techniques that may be available/evolve with time. Measuring and implementing our platforms performances via proprietary analytical tools and to tag implementation solutions. Creating a digital marketing architecture and roadmap pertaining to broad objectives of the bank. Identifying core business objectives of different products and services and suggest appropriate strategies and their effective implementation.

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

15.1.1 Creating a roadmap pertaining to broad objectives of the bank

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

15.1.2 Improving the effectiveness of Digital eco system in Bank

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

15.1.3 Designing and Execution of Digital Campaigns

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

15.2 Digital Media planning, buying & execution:

15.2.1 Digital Media Planning & Content Creation

- a. Understanding of Bank's creative / content route and message
- b. Understanding the Bank's target audience
- c. Identification of suitable digital media properties. Media selection includes platforms like Search, GDN, GSP, Yahoo Native, Video

promotions on YouTube or any other channels, Programmatic Marketing across various channels etc.

- d. Planning the digital media by maximizing exposure among chosen target audience.
- e. Designing of creatives, landing pages, Regular HTMLs, Specialised coding for landing pages/micro site etc. Whenever needed.

15.2.2 Digital Media Buying

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

15.2.3 MEDIA DOMAIN SKILLS

- i. A comprehensive understanding of Digital Media in India with connections with leading players like Google, Programmatic platforms, Facebook, Twitter, LinkedIn and affiliates (among others).
- ii. Hands-on ability to put together, implement and evaluate media plans for all promotional activities undertaken by the bank from time to time.
- iii. Detailed knowledge of media plan and ability to course-correct as desired.
- iv. Experience with negotiating budgets and deliverables with media publishers.
- v. Understanding of technology requirements to enable for analytics, tracking and measurement – ability to communicate the same internally.
- vi. Ability to analyse data and reports provided by the agency and to derive actionable insights for forward planning.
- vii. Ability to execute digital & social media plans simultaneously.

15.3 Tools:

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

15.4 Flowing new ideas and methods:

Agency should be well-positioned to take our brand through the uncharted waters of online digital marketing and interactive advertising. Agency needs to have a greater knowledge of the digital space in order to thrive. At the time

of implementation of campaigns agency should be capable to use different and new ideas of 'Pull Interactions' for increase the engagement rather than traditional "Push Interactions' only.

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

15.5 Efficiencies and control:

- a. Measuring reach/frequency, CPL/CPA for the digital campaigns.
- b. Optimizing the budgets to reach the targeted lead numbers.
- c. Ensuring high lead quality with appropriate media mix.
- d. Track all the campaigns with the tools such as Google Tag Manager, Google Analytics and other relevant mechanisms to track customer journey and improve User Interface to minimize drop outs. Assist Bank's IT team / vendors / agencies with the implementation of the relevant codes/functionalities on our various digital assets.
- e. Keep a complete track of all campaigns and submit post evaluation reports for each campaign and monitor campaign on day-to-day basis during campaigns to suggest alterations, if required.
- f. Time shall be the essence for all the projects which would be done by the appointed agency. The agency shall therefore fully abide by various time limits as prescribed for different assignments and the performance of the agency shall be judged as per the adherence to such quality and time parameters as laid down for the respective work.
- g. The agency will have to keep a track of all campaigns, provide an update on Digital Marketing trends / activities of competition (with the use of platforms like Similar Web, Comscore, Google Analytics etc.) and provide analysis of the same on monthly basis. Reports such as Sentiment Analysis, Share of Voice to be provided along with actionable strategy.
- h. The agency will also be responsible to provide innovative ideas / concepts which can be executed as per requirements of the bank.
- i. Bank of Baroda reserves the right to negotiate and engage directly with the media concerned if circumstances require for the release of

advertisement(s) digitally. If it happens the same will be informed to the appointed agency.

15.6 SEARCH ENGINE MARKETING (SEM)

- Understand current state; brand assets, infrastructure, knowledge levels, processes, consumer insights and other relevant details.
- Devise a performance-based SEM strategy for execution. Structure, strategize and streamline the paid search effort.
 - Audit the search footprint across all applicable products and services. Tracking, reporting and optimizing paid search campaigns.
- Regularly identify trends and insights to achieve maximum ROI in paid search campaigns. Analyze ongoing paid keyword discovery, expansion and optimization. Create Account Structures, Ad groups, Keyword Planning, Ad Copies, Desktop and Mobile Bid.
- Execute various SEM related tests, collecting and analyzing data during the campaign period.
 - Optimize advertisement copy and landing pages for paid search engine marketing campaigns.
 - Research and analyse competitor advertising links. • Submit reports on visitor and behavior analytics on monthly basis.
 - Track performance of brand keywords vs other keywords and measure change

15.7 STRATEGIES & OPTIMISATION

- Recommend plugging different technologies required to amplify digital marketing.
- Initially suggested media vehicles are, but not limited to, Google and Bing Platforms.
 - The plan and performance targets to be mutually agreed upon by both parties by the 20th of every calendar month, for the succeeding calendar month.
 - Implementation of tags for end to end campaign tracking.

15.8 ACTIVITIES – DISPLAY/ AFFILIATES/VIDEO/CONTENT

- Planning and strategizing campaigns

- To test and identify the best performing creatives across various digital platforms.
- Content creation for digital & social media
- Publisher management
- Campaign execution
- Analysis
- Impact buys, sustenance buys and strategic buys
- Content marketing planning and promotion
- Monthly campaign level reports

15.9 CONTENT MANAGEMENT

- Innovative Content is to be designed to evince user interest. Content Bank to be shared every fortnight (fortnight before the planned content release date). Bank may request for content to be designed in any of the Indian regional languages as deemed necessary.
- Campaigns to be designed every 30 days or on need basis.
 - i. Campaign strategy, target group, rewards to be shared.
 - ii. The Bank will bear the cost for rewards and giveaways for contest based campaigns and the Agency will be responsible for procurement and delivery of prizes to contest participants and winners selected.
- Development of creative, animated videos and any other relevant content at least one month before the launch of the posts.
- Creation of a content plan for all the Social Media channels.
- Creation of workflow for content creation and approval between the Bank and the agency.
- Create and execute social media campaigns and contests for drawing users to the Bank's pages as per the requirement given by the bank from time-to time basis.
- Develop creative (images, GIFs, animated videos, flash files, etc.) with voice over in English/Hindi/Both for the official pages of the Bank and modify existing creative (Creative should be designed as and when desired by the Bank, with no restrictions on the number of creative).
- The content once provided to the bank will be a property of the bank and may be deployed at any other channel/platform as decided by the bank. Open files of all creative assets to be shared with the Bank.

- Any other requirement given by the bank.

15.10 Analytics in the Digital Space

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

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

15.11 REPORTS

• Report Types

- Monthly reports to ANALYSE effectiveness of the Social Media strategy.
- Daily report of activities on various official pages of the Bank.
- Weekly Analysis Reports with suggestions to enhance the social media response and sentiment towards the Bank.
- Campaign Level Report indicating the KPI's, goals and targets reached to be shared via Daily Automated Report/ Weekly/ Monthly/Quarterly Report/Annual Plan.
- Provide weekly performance reports of paid media campaigns.
- Provide monthly impact analysis and performance reports for all SEO efforts.
- Any other report required by Bank

• Industry Trends

- Collate / analyse social media chatters on brand/ product/ industry to identify new insights/ trends on real time basis.
- Provide quarterly reports regarding latest trends/ technologies in social media available at bank's disposal for increasing the engagement or suggest the bank to buy/ subscribe.

• Social Media Campaign Performance

- Provide weekly performance reports of social media campaigns.

ii. Keep a complete track of all campaigns and submit post evaluation reports for each campaign.

• **Content Performance**

Provide daily metrics of how many people viewed, shared, and liked your content

• **Channel Performance**

Channel wise break down of SM chatter and online activities on daily basis

• **Timing Impact** Agency to analyse and submit a report on most effective times to post content and engage on weekly basis.

• **Geography Identification**

Geographical areas from where the engagement is coming on the page/post on weekly basis.

16. PERFORMANCE OF THE AGENCY:

16.1 Delivery and performance of the services shall be made by the Agencies in accordance with the time schedule specified by the Bank in its work order or request for digital requirement. It also covers Saturdays/Sundays and other holidays where the Bank may require 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.

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/empanelment process and appropriate documentation being agreed between the Bank and any successful Agency as identified by the Bank, after completion of the selection/empanelment 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 for Digital Marketing 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 RFP 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 RFP 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/empanelment 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 any agreement concluded under this RFP.

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:

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

20. PAYMENT TERMS:

The commercial proposal for charges or commission for the various digital services shall be quoted in the **"Commercial Bid" (Annexure 2)** by all the Applicant Agencies. The fees quoted shall be inclusive of all taxes.

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

Digital Media Commission

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

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

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

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

Commission fee includes fee for taking brief from client, campaign ideas, submission of creative / content layouts, plans, strategy, supplying / pushing the content / files, preparing material for sending for various digital media, language translation and proof reading, Pre & Post digital ad release surveys, archiving / storing used/unused content / creatives, submission of Analytics / Reports / MIS required by Bank etc.

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

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

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 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 empaneled digital marketing agencies depending on the requirement of Bank. Apart from the scope of work, the Bank shall request the agencies for carrying out various other projects / works related to digital marketing and the allocation of these projects / works will be based on QCBS (Quality Cost Based Selection) where in empaneled

agencies 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 commission fee shall be payable for digital marketing activity on any media.

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, 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. Bank may assist the agency in this regard, wherever possible.

23.9 The agency will at no time resort to plagiarism. Bank will not be a party to any dispute arising on account of plagiarism resorted to by the agency.

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 empanelment of Digital Marketing Agencies, not limited to those selection criteria set out in this tender document.

24.2 The issuance of a 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/empanelment of Digital Marketing Agencies, 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/empanelment.

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. 8.0. Bank will short-list those Agencies which are satisfying the eligibility criteria in all respects and declare the Agencies which are technically qualified for further evaluation.

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 include a strategy suggestion for the Bank of Baroda, outlining the Agency’s understanding of the bank. The broad (indicative) evaluation criteria for evaluating this presentation are as below

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

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

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

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 & Digital Media Commission 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 & “Digital Media Commission”

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

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

LC = Lowest Rate of Digital Media Commission among the Qualified Agencies.

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

T = Technical Evaluation Score of each Agency.

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

Wt = Weightage for Commercial evaluation = 30

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

The following is an illustration of the above procedure:

No	Service Provider	Technical Evaluation Score	Cost of Digital Marketing Agency	“Score”
1	XYZ Ltd	54	2%	88.15
2	ABC Ltd	58	4%	77.46
3	123 Ltd	65	3%	90.00

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

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

28. Guideline for E-TENDERING

28.1 The tender document is uploaded/released on Bank of Baroda e-Procurement 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 Instructions to Vendors - E Tendering

Bank of Baroda e-Procurement Portal: An e-tendering portal of Bank of Baroda introduced for the process of e-tendering which can be accessed on <https://bobtenders.eproc.in>.

ACCESSING / PURCHASING OF BID DOCUMENTS: -

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in tendering portal of Bank of Baroda. Bidders can see the list of licensed CA’s from the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to

the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com

- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the Bank of Baroda e-Tendering Portal (<https://bobtenders.eproc.in>) to have a user ID & Password.
- The amendments / clarifications to the tender, if any, will be posted on the Bank of Baroda e-Tendering Portal (<https://bobtenders.eproc.in>).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee', if any, are mentioned in individual tender document published (<https://bobtenders.eproc.in>). at Prasar Bharati e-Tendering Portal
- For helpdesk, please contact e-Tendering Cell and Help Desk Support 08 AM to 08 PM , 365 days except Bank & National holidays Ph: 0124-4302033/36/37, bobsupport@c1india.com.
- It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither Bank of Baroda nor C1 India Pvt. Ltd will be responsible for such eventualities.

BOB coordinators for Online Portal facilitators :

S No.	Contact Person	Tel. No.	Email ID
1	Mr. Prakash Mishra	9953761136	bobsupport@c1india.com
2	Mr. Govind Parihar	9999432157	bobsupport@c1india.com
3	Mr. Gaurav Singh	7291981138	bobsupport@c1india.com

Escalation Level 1:

Mr. Sandeep Bhandari, Email : sandeep.bhndari@c1india.com

For more details visit 'contact us' section at <https://bobtenders.eproc.in>

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 Bank of Baroda e-Procurement 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 Bank of Baroda e-Procurement Portal coordinators 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.

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 e-procurement 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 social.media@bankofbaroda.com before the time and date stipulated for the said purpose. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non- submission of offer or delayed submission.

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

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 empanelment of Digital Marketing 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:

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

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/empanelment 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/empanelment 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 acknowledge by submitting their 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 will 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/ empanelment 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.
- 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.
- 35.37 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
- 35.38 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.
- 35.39 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.
- 35.40 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.
- 35.41 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.
- 35.42 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.

- 35.43 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.
- 35.44 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.
- 35.45 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 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.
- 35.46 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 in participating 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 as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery / performance of the services from time to time. Agency shall be responsible for adhering to 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 Empaneled 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 Digital Marketing services for the Bank. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the agency.
- 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 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 Digital Marketing-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 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.
- 38.12 Models / actors used for Bank of Baroda for campaigns, individual ads. etc. will be selected by the Bank.
- 38.13 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.
- 38.14 Bank of Baroda reserves the right to
- Accept or reject any or all the proposals.
 - Cancel the RFP process at any time without assigning any reasons therefore, Re-issue the RFP, if cancelled.
- 38.15 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.
- 38.16 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.
- 38.17 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.
- 38.18 The selection does not guarantee any minimum business.
- 38.19 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.
- 38.20 The Agency is expected to be sincere and prompt in responding to the call of Bank.
- 38.21 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.
- 38.22 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.
- 38.23 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.
- 38.24 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.
- 38.25 Bank reserves the right to

- Reject any and all responses received in response to the RFP
 - Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
 - Extend the time for submission of all proposals.
 - Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
 - Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
 - Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
 - Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
 - Change the time schedule of the RFP for inviting the bids or evaluation thereof.
 - Modify the quantity or any specifications related to eligibility or technicalities.
- 38.26 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.
- 39.5 The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 39.6 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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 made in pursuance to this RFP 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 / **empanelment** 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 RFP or delay, failure or non-performance of any condition, undertaking and commitment or for breach of any terms of this RFP. 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 RFPT 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 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:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under any agreement concluded in pursuance to this RFP; and/or
- an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- 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
- breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this RFP; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Service Provider contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

- notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and
- cooperates with the Service Provider in the defense and settlement of the claims.

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment

with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this RFP and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Service Provider shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by Service Provider; or
- any change, not made by or on behalf of the Service Provider, to some or all of the deliverables supplied by the Service Provider or modification thereof, provided the infringement is solely on account of that change ;

Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP by the Service Provider.

In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project.

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 RFP, 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/ empanelment agreement, which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected agency shall execute the agreements within One months from the date of acceptance of letter of selection / empanelment 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 RFP. 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 RFP, 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 RFP.

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.

50.4 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.

50.5 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 RFP.

50.6 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.

50.7 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.

50.8 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.

50.9 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.

50.10 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.

50.11 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.

50.12 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 RFP.

51. FORCE MAJEURE

51.1 The Parties shall not be liable for any failure to perform any of its obligations under this RFP 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 Digital Marketing 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.

52.3 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.

53. AUTHORIZED SIGNATORY:

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

54. PROPERTY RIGHTS

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.

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.

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

55. 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.

56. CHECKLIST
Part 2

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

Section	Section Heading	Proforma Given at (page no)
1.	Technical Bid	Annexure 01 (page 57)
2.	Commercial Bid	Annexure 02 (page 60)
3.	Declaration/Undertaking by Bidder	Annexure 03 (page 74)
4.	Bid Fees/Application Money	Annexure 04 (page 76)
5.	Bid Security Letter	Annexure 05 (page 77)
6.	Bid Security Form (Proforma of Bank Guarantee in lieu of Earnest Money Deposit)	Annexure 06 (page 79)
7.	Covering Letter from Bidder	Annexure 07 (page 82)
8.	Integrity Pact	Annexure 08 (page 83)
9.	Service Level Agreement & Non Disclosure Agreement	Annexure 09 (page-88)
10.	Authorization to sign documents	Annexure A (page-61)
11.	Bid Submission Letter	Annexure B (page-62)
12.	Experience Certificate of Agency	Annexure C (page-63)
13.	Auditor's Certificate	Annexure D (page-64)
14.	Declaration by Bidder	Annexure E (page-65)
15.	Declaration by Bidder for EMD Exemption	Annexure F (page-66)
16.	Performance Bank Guarantee	Annexure G (page-67)
17.	Status of Litigations	Annexure H (page-70)
18.	Agency team for Bank	Annexure J (page-71)
19.	Format for seeking clarifications	Annexure K (page-73)
<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 EMPANELMENT OF DIGITAL MARKETING AGENCY – TECHNICAL BID

(To be submitted by Digital Marketing agencies on their letter heads)

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

Dear Sir/Madam,

We hereby offer to submit our request for empanelment of Digital marketing Agencies of Bank of Baroda as per Tender Notice no. BCC:MKTG:DM:117:74 Dt: 06.01.2025 for “Empanelment of Digital Marketing Agencies”. 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 Biodata 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 Digital Marketing (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 Total Digital Marketing services 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 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 OF EMAPNELMENT OF DIGITAL MARKETING AGENCY – COMMERCIAL BID

(To be submitted by Digital Marketing agencies on their letter heads)

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

Dear Sir/Madam,

We hereby submit our Commercial Bid for empanelment of DIGITAL MARKETING AGENCY of the Bank of Baroda as per proposal reference no. BCC:MKTG:DM:117:74 Dt 06.01.2025. We unconditionally agree to abide by the Terms & Conditions specified therein.

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

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

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

I/we certify that if appointed for selection / **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 secrecy.

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

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

ANNEXURE - A

Authorization to sign documents

*pertaining to bid submission against RFP No:..... for selection /
empanelment of Digital Marketing 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 empanelment of Digital Marketing agencies 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,

Date

The Head,

Marketing & Branding

Bank of Baroda, Baroda Sun Tower

C-34, G Block, Bandra Kurla Complex

Bandra (E), Mumbai –400051

Sir,

RFP NO: EMPANELMENT OF DIGITAL MARKETING 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 Digital Marketing 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
(Marketing & Branding)
Bank of Baroda
Baroda Sun Tower
C – 34, G Block,
Bandra Kurla Complex,
Bandra (East), Mumbai – 400 051

WHEREAS M/S (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. dated (hereinafter referred to as "PO") for

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. Dated for (hereinafter referred to as "RFP"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than the Bank of Baroda in your favour for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE,, a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having its Office at and a branch inter alia at India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its address) through our local office at India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We do hereby expressly, irrevocably and unconditionally 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 and at all times to the extent of Rs.-/(Rupees only) 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 Bidder of any of the terms and conditions contained in

the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document

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 Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/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. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) 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. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and 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 Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder 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 (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder 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 Bidder.
6. 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 Bidder 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.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
 8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax 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.
 9. 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 hereto before given to you by us (whether jointly with others or alone) and now existing enforce and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
 10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder 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.
 11. 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.
 12. 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 Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
 13. Notwithstanding anything contained herein above;
 - a. our liability under this Guarantee shall not exceed Rs./- (Rupeesonly)
 - b. this Bank Guarantee shall be valid and remain in force upto and including the date and
 - c. 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.
 14. We have the power to issue this Bank Guarantee in your favour 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.

Dated this the day of, 20.....

For and on behalf of

Branch Manager

Seal and Address

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 & Branding
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 & Branding)

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 by 20

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 & Branding
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 an endeavor to exclude from the selection/empanelment 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 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/empanelment period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- (5) The Bank will provide 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 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 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

AGREEMENT FOR EMPANELMENT OF DIGITAL MARKETING AGENCY

This **AGREEMENT** made in Mumbai on this day of _____, 2021 (Two Thousand Twenty One)

Between

BANK OF BARODA, a 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 (E), Mumbai – 400 051, for brevity hereinafter referred to as the “**Bank**”, which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns on the one part;

and

M/s....., a company incorporated under Indian Companies Act, 1956 having its Registered Office at Mumbai (for brevity hereinafter referred to as the “**The Agency**” which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the other part,

The Bank and the Agency are collectively referred to as “Parties” and individually as “Party”.

Bank, with a view to empanel one or more digital marketing agencies for the purpose of execution of digital marketing and communications campaigns on digital platforms has got an advertisement published in Business Standard Newspaper (both Hindi & English) on 07-01-2025 or got an advertisement placed on Bank’s website inviting proposals from competent advertising agencies, and party of the second part in response to the said advertisement has applied and has been found eligible as per the criteria mentioned in the RFP No BCC:MKTG:DM:117:74 dated 06.01.2025 and Bank accordingly vide its letter no..... has agreed to empanel the party of the second part subject to among other things execution of these presents which the party of the Second party has agreed to do.

Therefore, the parties in consideration of the above covenant as under:

1.0. Commencement

This Agreement comes into effect from The initial appointment shall be for a period of **three years**, the Bank however, at its sole discretion may extend the same for further **two years**, on mutually agreed terms and the annual review for further continuance as well as quarterly review under Clause 3.1 of this Agreement.

2.0. Scope Of Work:

Bank of Baroda has agreed to empanel -3- Digital Marketing Agencies for the below mentioned broad categories of the work. The work shall be assigned to the Agency on the basis of idea, quality, cost etc., however there is no commitment from Bank on the minimum quantum of work to be assigned to any of the Agencies. The scope of work includes but is not limited to the following:

2.1 Overall Digital Marketing Strategy:

The empanelled agencies shall be responsible for the overall Digital Marketing and Communication campaigns in the Digital Marketing / Media platforms including below deliverables:

2.1.1 Creating a roadmap pertaining to broad objectives of the bank

Identifying core business objectives of different products / services and suggest on-going campaigns basis the brief by Bank. Designing of campaign must be focused on objective viz. Branding awareness, Traffic, leads, sales, app downloads etc.

2.1.2 Designing and Execution of Digital Campaigns

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

2.2 Digital Media planning, buying & execution:

2.2.1 Digital Media Planning & Content Creation

- a. Understanding of Bank's creative / content route and message
- b. Understanding the Bank's target audience
- c. Identification of suitable digital media properties. Media selection including platforms like Search, GDN, GSP, Yahoo Native, Video promotions on YouTube or any other channels, Programmatic Marketing across various channels, influencer tie-ups, new age media opportunities, content syndications etc.
- d. Planning the digital media by maximizing exposure among chosen target audience.



- e. Designing of creatives, landing pages, Regular HTMLs, Specialised coding for landing pages/micro site etc. Whenever needed.

2.2.2 Digital Media Buying

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

2.3 Content Creation for the Digital Marketing

Agency shall undertake content creation for the Bank for various campaigns, tasks assigned & other requirements basis the brief. Content creation shall include

- a. Campaign based creatives / ideation,
- b. Innovative videos / gifs/ static creatives / content formats,
- c. Mobile First based content,
- d. Blog Content – Articles, Infographics, Gifs, Videos etc Charges for the content creation are fixed as per the Annexure (page no. 111)

2.4 Tools:

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

Procurement of tools / tool license for the Digital Marketing Ecosystem for Automation, Execution, Controls, etc. Bank may float requirement to the empanelled digital marketing agencies for providing solutions for digital marketing automation, centralized campaign execution, controls etc. The selection of such tool shall be based on requirement fulfilment by the proposed tool / solution or quality cum cost-based methodology by the Bank.

2.5 Flowing new ideas and methods:

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

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

2.6 Efficiencies and control:



- a. Measuring reach/frequency, CPL/CPA for the digital campaigns.
- b. Optimizing the budgets to reach the targeted lead numbers.
- c. Ensuring high lead quality with appropriate media mix.
- d. Track all the campaigns with the tools such as Google Tag Manager, Google Analytics and other relevant mechanisms to track customer journey and improve User Interface to minimize dropouts. Assist Bank's IT team / vendors / agencies with the implementation of the relevant codes/functionalities on our various digital assets.
- e. Keep a complete track of all campaigns and submit post evaluation reports for each campaign and monitor campaign on day-to-day basis during campaigns to suggest alterations, if required.
- f. Time shall be the essence for all the projects which would be done by the appointed agency. The agency shall therefore fully abide by various time limits as prescribed for different assignments and the performance of the agency shall be judged as per the adherence to such quality and time parameters as laid down for the respective work.
- g. The agency will have to keep a track of all campaigns, provide an update on Digital Marketing trends / activities of competition (with the use of platforms like Similar Web, Comscore, Google Analytics etc.) and provide analysis of the same on monthly basis.
- h. The agency will also be responsible for providing innovative ideas / concepts which can be executed as per requirements of the bank.
- i. Bank of Baroda reserves the right to negotiate and engage directly with the media concerned if circumstances require the release of advertisement(s) digitally. If it happens the same will be informed to the appointed agencies.

2.7 Analytics in the Digital Space

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

2.8 Improving the effectiveness of Digital eco system in Bank

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

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

3.0. Standards & Data Security:

The Agency should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities in India.

The Agency should provide a fully compliant system with latest certification/standards prevailing in the industry and ensure their time to time updation.

4.0. Documentation:

The Agency shall supply all necessary documentation for the training, use and operation of the system.

5.0. Performance of the Agency:

The Agency agrees to deliver and perform the services in accordance with the time schedule agreed to between the Parties. It also covers Saturdays/Sundays and other holidays where the Bank would require services to be delivered in accordance with the agreement with the Agency.

Delay by the Agency in the performance of its agreed delivery obligations for reason solely attributable to the Agency shall render the Bank the right to recover penalty from the agency at the rate of 2% of the value of the work per week, subject to a maximum of 2% of the value of the work order, for non-performance and delayed performance. The bank is not liable to pay penalty for the delay on the part of the agency

In the event, the Bank terminates the work order 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. However, the termination to be conducted as per the termination clause as mentioned in this Agreement. Under such an eventuality, the Agency agrees to make good the additional expenditure, which the bank may have to incur in appointing a new Digital Marketing Agency and in getting the remaining part of the work executed by the new Agency.

5.1. Resources

The Agency will deploy professionally qualified team with appropriate experience for Digital Media Advertising media planning, buying and implementation services for providing prompt and efficient services to the Bank on all days as required by the Bank. For this purpose the Agency shall provide the Bank a deployment plan of its personnel along with reserve.

Bank works for 6 days from Monday through Saturday (1st, 3rd & 5th) and the Agency agrees to provide full-fledged services on all these working days. In case of emergencies, Bank may need the services of the Agency on Saturdays (2nd & 4th), Sundays and on public holidays also. The Agency will make necessary arrangement for the same and make necessary provision / resources at their end, so as to serve the needs of the Bank.

A review meeting will be conducted quarterly at the Bank's office by giving at least three days' notice, in which the authorized representative of the Agency shall also participate.

6.0. Training:

The Agency shall provide training for digital marketing strategies and updates 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 Agency's Corporate Office or anywhere as may be desired by the Bank at Agency's cost.

7.0. COVENANTS OF THE AGENCY

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

7.2 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 Agency and the performance of its obligations under this project are duly authorized and approved by all necessary action and no other action on the part of Agency 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 Agency shall not substitute the key staff identified for the services mentioned in this Agreement. The Agency shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of Bank:

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

7.3 The Agency 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.

7.4 The Agency 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.

7.5 the Agency 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.

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

7.7 The Agency 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.

7.8 The Agency 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.

7.9 the Agency 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.

7.10 The Agency shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as specified by bank from time to time.

7.11 The Agency shall not work in a manner which, in the reasonable opinion of Bank, may be detrimental to the interests of BOB and which may adversely affect the role, duties, functions and obligations of the **Agency** as contemplated by this Agreement.

8.0. Termination:

Bank shall have option to terminate / cancel this agreement at any stage without any prior notice. In following events Bank may also terminate this agreement or cancel any particular order if Agency:

- breaches any of its obligations set forth in this agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- failure by Agency to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of sub-standard materials/ services ;
- Delay in delivery / installation / commissioning of services.

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

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

Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this 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, the Bank terminates the contract in whole or in part pursuant to the above, the Bank reserves the right to get the remaining services executed by another Agency of its choice, by

giving one month's notice and in that eventuality the Agency is bound to make good the additional expenditure, that the bank may have to incur in executing the remaining part of the contract.

- Delivery of the solution and performance of the services shall be made by The Agency in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP / this Agreement. Any delay in performing the obligation / defect in performance by the consultant may result in imposition of liquidated damages.

Effect of termination

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

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

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

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

9.0. Payment Terms:

Bank agrees to pay charges or commission for the various digital services rendered by the Agency, as detailed below:

9.1. Digital Media Commission Charges

Bank shall have the right to call upon its different empaneled Digital Marketing Agencies to work on a project and assign the work to only that Digital Marketing Agency whose media plan (which may be part of the overall Digital Marketing Campaign plan or only Digital Media plan) is found acceptable to the Bank. Digital Media charges will be paid to the Agency, whose media plan has been selected by the Bank, as commission plus taxes as applicable on amount of net digital media release. This rate of commission is termed as "Rate of Digital Media Commission".



Commission fee includes fee for taking brief from client, campaign ideas, submission of creative / content layouts, plans, strategy, supplying / pushing the content / files, preparing material for sending for various digital media and proof reading, Pre & Post digital ad release surveys, archiving / storing used/unused content / creatives, submission of Analytics / Reports / MIS required by Bank etc. Other charges related to digital marketing activities will be as per the rates mentioned in Annexure (Page no. 111).

All approvals to media estimates must be taken in writing from the Bank before the same are taken up for execution.

Agency will submit the following documents for releasing the payments:

- Copy of the Bank's release order duly signed by the authorized signatory with the details like media, space, rate and amount, placement, date of release, schedule of release, etc.
- A proof of release of the advertisement by reliable monitoring services for each digital medium, as and when received.
- Copy of the digital media bill in support of purchase of media for all releases.
- Media Invoice raised on the Bank.

All bills are to be submitted by the Agency to the Corporate Office / Zones / Regions depending upon the origin of the assignment.

a) Bank shall be eligible to receive the benefit of all Bank specific discounts/rebates received by the Agency as hereunder:

(a) **Prompt Payment Discounts:** Where Agency obtains any prompt payment or early payment discount in connection with a cost that is for Bank's account and Bank pays the relevant cost within the time period necessary to qualify for the relevant discount, then Agency shall account for the discount back to Bank within 30 days of receipt.

(b) **Bank Specific Discounts:** Bank shall receive the benefit of all discounts/rebates specifically negotiated by Agency with Media Vendors wholly and exclusively in relation to the Bank's advertising spend.

(c) The pass back of discounts/rebates by Agency to Bank as set out herein above shall be subject to following:

- i. Bank shall be in full compliance of the terms of this Agreement;
- ii. The costs of generating such discounts/rebates shall be deducted from the final pass back to the Bank;



- iii. The discounts/rebates shall only be payable or passed backed (as applicable) when actually received by the Agency;
- iv. wherever possible, the discounts/rebates will be passed back as credit notes issued to be adjusted against the oldest debt, including interest for late payment outstanding at that time between Agency and Bank;
- v. wherever discounts/rebates cannot be passed back as credit notes issued they will be passed back to Bank in the same form as received by Agency (for e.g. free space, bonus spots etc.);
- vi. If the Media Vendors base the benefits entitlements upon Agency fulfilling specific criteria like Year on Year growths and zero over dues, then bank will be entitled to a share of the benefits, provided such specific parameters have been achieved by both, Bank and Agency. It is further clarified that Bank's share of such benefits will be in proportion to its contribution in achievement of said parameters and shall be limited to aggregate effective benefit % as achieved by Agency;
- vii. Applicable taxes will be charged to the Bank while passing back fair share of rebate.
- viii. This pass back of discounts/rebates shall be applicable only in case of media releases routed through the Agency.

For the Digital Services, Bank acknowledges that a majority of search engines and third party ad-servers and related technology providers, including, without limitation, Google and Yahoo as well as online or other media research providers or publishers and social media platforms (including Facebook, Twitter, Instagram, LinkedIn & others) (collectively "Vendors"), through such Vendor's terms of service and other policies, restrict users from engaging in certain activities and/or displaying certain content on or through the use of the Vendor's services and/or require certain specific privacy disclosures (the "Vendor Requirements"). Notwithstanding anything in the Agreement, Bank agrees to abide by such Vendor Requirements and agrees that Agency is not responsible for any activities undertaken by Bank, or that are approved by Bank that violate such Vendor Requirements. Further, Bank agrees that it will ensure that its web site(s) will feature an easy-to-understand privacy policy and, if applicable, any other privacy disclosures that are necessary to comply with all applicable laws and regulations (including any applicable industry self-regulations generally, and as currently adhered to by Agency and/or Vendor) and any Vendor Requirements.

9.2. Creative and Other Charges:

Apart from the scope of work, the Bank shall request the agencies for carrying out various other projects / works related to digital marketing and the allocation of these



projects / works will be based on QCBS (Quality Cost Based Selection) where in empaneled agencies will be called for Technical/Creative presentation and financial bid with equal weightage to both the components.

Agency will provide services like adaptation of creatives for BTL Activities / Promotional materials and development of new creative for booklets, Invitation Card, Standee, and Backdrop / Online / ATM Cards / ATM Screen / Flash file for In-branch displays screens etc. For such cases, Bank has fixed the rate for the various utilities / applications as defined in RFP and enclosed as Annexure (Page no: 111) to this agreement.

However, Bank reserves the right to hire any media directly and in such case no charge other than the creative adaptation charges shall be payable by Bank to the Agency, as per the rates mentioned in Annexure (Page no: 111). The charges for work done for overseas territories shall remain same as mentioned in this agreement and shall be paid in INR only.

However, the terms and conditions of usage of any third party copyrighted material like images, music and the likes in overseas territories will be subject to the terms and conditions of usage determined by the owner of the copyright and at the cost specified by them. Bank agrees to adhere to such terms & conditions and agrees to pay for the same.

For the above indicated charges payments would be made to the Agency through **cheques /EFT** payable at Mumbai and for other places, destination or origination of work as per guidelines net of TDS, if any.

Taxes and levies as applicable will be levied separately and the Bank shall pay the same. However, the payment to Agency will be subject to statutory deduction of taxes or other levies, by whatever name called, at source. Bank shall not be liable to pay any other fees or charges, etc. apart from what has been stated above. The above payment structure shall remain firm and final and no escalation of whatsoever would be allowed during the entire tenure of this agreement unless mutually agreed upon in advance in writing.

9.3. Sub-Contracts

Since the work involves creativity, Sub-Contracting shall be allowed only on obtaining prior approval in writing from the Bank and as is satisfactory to the Bank. In case the work done by the sub-contractor is not found to be satisfactory to the Bank, the Agency shall terminate the sub-contract and opt for another sub-contractor, if any. For the avoidance of doubt, Agency shall be entitled to subcontract its obligations to other companies within its group companies with a prior approval of the Bank. The Agency shall be solely responsible for the performance, Salary, remuneration, statutory deductions of sub-contractors appointed by it.



- **GST**

a. In case the Bank is eligible for any tax exemption or lower rate of tax, the Bank shall provide a valid applicable tax exemption or lower tax certificate to the Agency before invoicing/ billing by the Agency. In the absence of any such tax exemption or lower tax certificate, Agency shall charge GST and other incidental taxes as per the applicable rate from time to time.

b. Bank shall be responsible to the Agency to provide all valid, correct and necessary information for the purpose of GST compliance, in the estimate and/or purchase order issued by the Bank, which shall include but not limited to the GSTIN (Goods and Service Tax Identification Number); its address (service recipient address) etc.

c. Agency shall raise invoice to the Bank in accordance with the details and necessary information provided by the Bank in the estimates and/or the purchase order.

d. Subject to Bank providing all the valid, correct and necessary information for GST compliance, Supplier shall remit the GST so charged (if any), to the appropriate government authority.

e. Agency shall not be held liable or responsible for payment of any amount including interest, penalty and/or any other cost imposed on Bank if GST credit is not granted or denied to Bank due to incorrect, incomplete or invalid information provided by the Bank. In such scenario Bank shall bear such amount along with the interest, penalty and/or any other cost imposed on it. Further, if any interest/penalty or any other cost imposed on the Agency due to incorrect, incomplete or invalid information provided by the Bank, the Bank shall be liable to pay such charges to the Agency

f. If for a particular activity GST is payable under Reverse Charge Mechanism ("RCM") as per the GST Law and the Agency can't get the benefit of it, in such case the cost of activity will be marked up by adding the amount of GST paid. Eg: Sponsorship activity of Rs. 100, GST payable under RCM is Rs. 18, billing to the Bank will show total activity cost of Rs. 118 without any bifurcation

9.4. Other terms:

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



- The Bank, may, at any time, by a written order given to the Agency, make changes within the general scope of the contract related to terms & references, enlarging or bringing down 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 charges payable by the Bank to the Agency or delivery schedule, or both, and the work order shall accordingly be amended.
- Empanelment of the Agency by the Bank in its panel does not entitle the Agency to demand work as of right. Neither does it bar the Bank from empanelling other Agencies in its panel and awarding the work to them.
- The Agency shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery / performance of the services from time to time. Agency shall keep informed Bank of Baroda about any change in accreditation status of the agency with INS, Doordarshan, AIR etc.
- The Agency at its own cost will defend or settle any claim against Bank of Baroda to the effect that the empanelled Agency infringed any Intellectual Property Rights, trade mark, copy right etc. of any person (including third party).
- In the event of any actions being contemplated or instituted against the Bank, for alleged infringement of any intellectual property right or other statutory or common law rights, the Bank reserves the right to cancel immediately its contract or part thereof yet to be undertaken.
- The Agency shall indemnify the Bank from all losses, actions, costs, consequences, charges, expenses, claims and demands which the Bank incurs or sustains by any reason or on account of infringement or alleged infringement of intellectual property rights by third party (ies) caused due to use of the materials/ advertisements/ products created by the Agency for the Bank pursuant to this Agreement which are solely attributable to the Agency.
- The Bank, through its authorized officers shall have right to inspect the services regarding conduct of Advertising 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. Further, except as specifically agreed to by the Parties on a scope of work, Agency shall not be responsible for the implementation of any social media programs or for any User Generated Content, including the drafting of any terms of use, privacy policies or other terms or conditions; the implementation or administration of any promotions, competitions or prize fulfillment or monitoring of social media; or moderation or review of User Generated Content. In addition to and without limiting any and all other limitations of liability set forth herein and on any Scope of Work, if Agency agree on a Scope of Work to provide any such services described in this section, Agency will only be liable for damages in connection with such services in the event such damages result directly from Agency's negligence or willful default.



- The Agency shall not use the name of the Bank or its logo to promote their business without prior permission from Bank of Baroda.
- Bank reserves the right to exercise the discretion to pay, directly to any of the agency's agency e.g.; Photographer, Film production company etc. whose services would be utilized to implement any of Bank's campaigns or related work.
- The agency will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. Bank will not be a party to any disputes arising out of copyright violation by the agency.
- The agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this Agreement Bank may assist the agency in this regard, wherever possible.
- The agency will at no time resort to plagiarism. Bank will not be a party to any dispute arising on account of plagiarism resorted to by the agency.
- The Agency will take prior written approval of the Bank with respect to the contents of the advertisement.
- All rights for reproduction, editing and future use of the creative layouts accepted for release and/or released by the bank shall be with Bank of Baroda unless otherwise stated explicitly & agreed by Bank of Baroda at the time of accepting the layout.

9.5. Notwithstanding the above clauses, the Bank shall have the right to withhold any payment of commission due to Agency for that particular defaulted services until finalization of liquidated damages as given under Clause 5, in case of any delay by or on termination due to default of Agency.

10.0. Representations and warranties

10.1. Each Party represents to the other that:

- It has been duly incorporated under the applicable law;
- It has full legal right, power and authority to enter into, execute, perform and observe the terms of this Agreement;
- This Agreement has been duly and validly executed and delivered by such Party and constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms; and
- The execution of this Agreement by such Party and its promises, agreements or undertakings under this Agreement do not conflict with or violate or contravene the provisions of applicable law or documents, contracts, agreements or any other instruments to which any of them is a party or which is applicable to any of them.

10.2. Warranties of the Bank:

Bank warrants that to the best of its knowledge and belief:

- Bank Materials and all information supplied to Agency in relation to Bank's products and services before and during the term will be true, accurate, complete, up-to-date and not misleading; and
- Bank Materials and the use of such Bank Materials in accordance with this Agreement shall comply with applicable law, regulations, guidelines or codes of practice and shall not infringe the Intellectual Property Rights of any other person. Without prejudice to Bank's responsibility and Agency's other rights and remedies, Agency is entitled to refuse to perform Bank's request if, in Agency's opinion, such action may result in violation of any applicable law, regulation, guideline or code of practice. Where the law or an appropriate authority requests, Bank shall also be obliged to provide Agency with factual evidence in respect of product or advertisements.

For the purposes of Clause 7.2, "**Bank Materials**" means materials provided by Bank to Agency in connection with this Agreement (including without limitation Bank's name, logo and trademarks and any third party materials provided by Bank to Agency in connection with this Agreement).

11.0. Inspection of Record –

All Agency's records with respect to any matters covered by this Agreement/RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Agency 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.

12.0. Non-Disclosure

The Agency agrees to treat as confidential all information, records and data of the Bank which comes to its knowledge or possession in the course of performance of its duties pursuant to this Agreement.

12.1. The term Confidential Information for purposes of this Agreement shall mean any and all information and/data which is provided to the Agency whether in writing, pictorially, in machine readable form, orally or by observation during the visits of the Agency in connection with the Scope of work or otherwise, financial information, know how, processes, trade secrets, schematics, technology, customer information, supplier information, sales statistics, pricing information, market intelligence, marketing and other business strategies including but not limited to:

- a) Production & Business processes, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedure, financial information, customer and prospect names and requirements, employee, customer, supplier and distributor data, price lists, any other materials or information relating to Bank's business and activities and the manner in which it does business;
- b) Computer software, whether now or hereafter existing, developed for use or acquired from external sources and available on any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or derived there from;
- c) Discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulae, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications or any information on the Bank, its processes or procedures obtained in the process of working as Agency or any idea which is derived from or related to the access of the Bank's systems or knowledge of any of the enumerated materials and information;
- d) All other materials or information related to the business or activities of the Bank which are not generally known to others engaged in similar businesses or activities; and
- e) All information about or belonging to suppliers, contractor, service provider and clients of the Bank or with respect to any agreement with the Bank which would be confidential information pursuant to the above definition;

12.2. The Agency hereby agrees and recognizes that all Confidential Information that it will receive from the Bank or which the Bank may furnish to it together with any



copies thereof about and relating to its business activities and processes, during the subsistence of this Agreement, are and shall be the sole and exclusive property of the Bank and shall be in possession of the Agency only on a restrictive, non-exclusive and non-transferable basis under which it may use such Confidential Information solely for the purpose of evaluation for a prospective supply of services/product and that the Agency shall keep the same at all times in its custody, and shall surrender the same upon completion of its evaluation or upon request by Bank, whichever is earlier or destroy the same as per instructions of the Bank and confirm in writing to the Bank. No license or right is hereby granted to the Agency or any third party by implication or otherwise, with respect to or under any application for proprietary rights, claims etc. of the Bank or otherwise, notwithstanding expiry of the obligations of confidence and non-use as set forth herein. The Confidentiality clause in this Agreement shall survive termination of the Agreement by any manner.

12.3. Nothing herein shall prevent the Agency from receiving and using the following information viz.,

- a) which now or hereinafter through no breach of this Agreement, becomes part of the public domain by disclosure by the Bank itself
- b) which prior to disclosure by Bank, was known to or in the possession of the Agency at the time of or prior to entering into this Agreement; or
- c) was disclosed to any third party with the prior written consent of Bank; or
- d) Which was acquired by the Agency from any third party, provided that the Agency does not know or have reason to know that such information was acquired by such third party directly or indirectly from Bank under binder of secrecy/ agreement to maintain confidentiality.
- e) if the Agency is required to disclose any Confidential Information pursuant to a legal obligation imposed by a statute or law, the Agency will disclose the Confidential Information to such statutory authority only after giving a prior written notice to the Bank promptly, to enable the Bank to seek a preventive order or/and otherwise prevent / restrict such disclosure.
- f) In case any of the information not available in public domain is used in the Bank's advertising, then the same will not be done without the prior written consent of the Bank.

12.4. Nothing contained herein shall prevent the Agency from communicating, strictly on a need to know basis, such Confidential Information to its selected and identified employees or directors or duly authorized Agents as may be necessary to be disclosed AND THAT each such employee/director/authorized Agent, shall be



bound to an obligation of confidentiality and non- use with respect to the Bank's trade secrets and other information to the extent that the Agency is bound hereunder and the Agency shall take appropriate action (by instructions, agreement or otherwise) to inform each of them about the confidential nature of the information and about its obligations under this Agreement. The Agency shall be solely & absolutely responsible for any violation of this Agreement by its, directors/employees/authorized Agents.

- 12.5. The Agency shall not print, reproduce or copy except on a need basis, store in any computer or electronic system in whole or in part, any documents or any other media containing any Confidential Information, without the prior written consent of Bank other than copies for its officers, directors/employees/authorized Agents, who are working on the assignment of the Bank, taking utmost care and prudence to maintain the secrecy and confidentiality required.
 - 12.6. Agency recognizes and agrees that in the event of breach or threatened breach of the terms of this Agreement by it and/or its directors or employees, including without limitation the actual or threatened disclosure of the Confidential Information, the Bank will suffer irreparable injury and will not have adequate remedy in money terms and accordingly shall be entitled to injunctions against such breach in addition to other legal or equitable remedies available to it for such breach and for enforcement of this Agreement, all of which shall be deemed to be cumulative.
 - 12.7. The Agency also agrees that in case of any breach or threatened breach of non-disclosure terms under this Agreement leading to the disclosure, leak of the Confidential Information by the Agency or any of the staff, employee or its authorized Agents, the Bank shall have a right to withhold the Agency Commission payable to the Agency, besides depaneling the Agency.
 - 12.8. The Agency shall not acquire any intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information for the purposes mentioned herein. The Agency agrees that all intellectual property rights of whatsoever nature over the work performed by the Agency for the Bank during the tenure of this Agreement shall vest with the Bank. Any claim made by any third party against the Bank with respect to violation or infringement of its rights by the Agency while performing its work under this Agreement shall be defended by the Bank at the cost of the Agency. The Agency agrees to indemnify the Bank fully and unconditionally against all such expenses incurred by the Bank in defending such claims or in taking any action to protect its interests.
- The Agency shall notify Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information and agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or



alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

13.0. 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, recoveries, proceedings, damages and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the deliverables and /or the Services provided by Agency under this assignment; and/or
- Negligence or willful misconduct of the Agency and/or its employees, agents, sub-contractors in performance of the obligations under this assignment; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Agency, against the Bank; and/or
- 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 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
- breach of confidentiality obligations of the Agency; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;
- any breach of terms and conditions of contract by the Digital Marketing Agency or its subcontractors, employees, officers or any matters arising upon or by virtue of this Agreement
- any infringement or alleged infringement of intellectual property rights of third party (ies) caused due to use of the materials/ advertisements/ products created by the Agency for the Bank pursuant to this Agreement which are solely attributable to the Agency.

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 defence and settlement of the claims.

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

In the event of Agency 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 Agreement/RFP

14.0. Liability

- 14.1. Nothing in this Agreement seeks to limit or exclude liability for death or personal injury caused by negligence, for fraud or for any other type of liability that cannot be limited or excluded under applicable law.
- 14.2. To the maximum extent permitted by law, neither Party shall be liable to the other for any:
- 14.3. loss of actual or anticipated income;
 - a. loss of actual or anticipated profits;
 - b. loss of contracts; or
 - c. for any special, indirect or consequential loss or damage of any kind,

Howsoever arising in connection with this Agreement.

Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Agency as part of this Agreement. Under no circumstances BOB shall be liable to the Agency 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.

All employees engaged by the Agency shall be in sole employment of the Agency and the Agency 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 Agency.

15.0. Dispute Resolution:

Disputes, if any, arising out of this Agreement remaining unresolved by mutual discussions shall be referred to a sole Arbitrator for Arbitration and the provisions of Arbitration & Conciliation Act, 1996, shall accordingly apply. The arbitrator shall be appointed mutually by the Parties. If the dispute is not resolved through negotiations / mutual discussions within 30 (thirty) days after commencement of discussions, then, any party may refer the dispute for resolution to the sole arbitrator, whose decision shall be final and acceptable to both parties.

The proceedings in arbitration will be in English. The venue for such Arbitration shall be Mumbai.

16.0. Compliance with applicable law

- 16.1. Each Party hereby agrees and undertakes to be bound by the provisions of the Information Technology Act, 2000 and the Information Technology (Reasonable

security practices and procedures and sensitive personal data or information) Rules, 2011.

16.2. Each Party warrants and undertakes that:

- a. it will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption, Act 1988 ("**Relevant Requirements**"); and
- b. it has and shall maintain in place throughout the term all policies and procedures necessary to ensure compliance with the Relevant Requirements.

17.0. **Assignments**

The Agency agrees that the Agency shall not be entitled to assign any or all of its rights and or obligations under this 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 Agreement 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.

18.0. **Set-off**

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this Agreement from the Agency against payments due and payable by Bank to the Agency.

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

19.0. **Governing Law**

20.0. This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of the Mumbai Courts. **FORCE MAJEURE**

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

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

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

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

21.0. Survival

The provisions of Clauses 5 (Termination), 7 (Representations and Warranties), 8 (Non-Disclosure), 9 (Liability), 10 (Dispute Resolution), 11 (Compliance with Applicable Law), 12 (Assignment), 14 (Governing Law), this Clause 15, 17 (Entire Agreement), 18 (Continuing Obligations), and any other provisions which are expressly or by their nature need to survive termination shall survive termination or expiry of this Agreement.

22.0. Waiver:

No waiver of any provision of this Agreement shall be effective unless signed by the Parties. The failure of either Party to exercise any right herein or to require any performance of any term of this Agreement, shall not prevent a subsequent exercise or enforcement of the term or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

23.0. Entire Agreement:

This Agreement is the entire agreement between the Agency and the Bank and shall supersede all prior representations and agreements between the Agency and the Bank.

No change, amendment or modification of any provision of this Agreement shall be effective unless set forth in writing and signed by both the Parties.

If any provision, or any part of a provision, of this Agreement is declared, or is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, then that provision or any such part of it shall, to that extent, be deemed not to form a part of this Agreement, but the validity and enforceability of the remainder of this Agreement, if capable of being performed, shall not be affected.

24.0. Continuing Obligation:

Any rights and obligations under this agreement which by their nature extend beyond the terms of this Agreement shall survive any expiration or termination of this agreement

25.0. Notice:

Any notice under this Agreement shall be served on one Party by the other in the respective addresses given hereunder and in a manner acceptable to both the Parties:

Bank

Dy. General Manager & Head (Marketing & Branding)

Bank of Baroda

Baroda Sun Tower, C-34, G-block

Bandra Kurla Complex, Bandra (East)

Agency: _____

26.0. Definitions:

TVC means Television Commercials

MIS means Management Information System

OOH means Out Of Home media

“Media Cost” means cost or value of Media placed or booked for Bank by Agency pursuant to this Agreement with prior written approval of the Bank.

27.0. Execution Authority

The persons whose signatures appear below certify that they are authorized to enter into this agreement on behalf of the Party for whom they sign.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED ON THE DAY AND AT THE PLACE MENTIONED ABOVE.

BANK OF BARODA
through Authorized signatory

M/S _____
through Authorized signatory

Signature:

Name: Shri Rakesh Sharma

Designation: Dy. General Manager & Head (Marketing & Branding)

Date:

Place: Mumbai

Signature:

Name:

Designation:

Company:

Date:

Place: Mumbai

Annexure :

S.N	Particulars		Rate (in Rs.)
MAINLINE CONTENT CREATION / ADAPTATION CHARGES			
1	Development of Mainline Creative as per Bank's brief (in any adaption viz; Print, Poster, etc. as per requirement)	Rs./- per Artwork	6000
2	ADAPTATIONS		
a.	Adaptation of MAINLINE Creative into Poster, Banner, Standee or any other adapt.	Rs./- per Adapt	2000
DIGITAL MEDIA CONTENT CREATION & EXECUTION CHARGES			
1	Digital Marketing Content		
a	Content Ideation / Conceptualization Cost for any campaign / product / service / task / activity etc.	Rs/- per concept	5000
b	Development of Post (Static) The above cost includes developed of post as well as adaptation for Facebook, Twitter, Instagram, LinkedIn etc. along with Status Copy writing	Rs/- per post	1500
c	Instagram/Facebook Story	Rs./- per story	2500
d	Carousal Ads / Any other new form of Ads	Rs./- per Artwork.	2500
e	Gifs / Animated Ads / Infographics	Rs/- per post	3000
f	Writing of Articles (Onsite as well as Offsite)		
	Word Length: 100 to 500 words		1500
	501 to 1000 words	Rs./- per article	2500
	1001 and more		4000
g	Adaptation charges for creative / posts in case of media vehicles like Google (GDN), Ad Networks, Affiliate sites wherein the number of adaptations of single creative are equal to or more than 20	Rs/- for all adaptations	20,000
2	Online creative utilities (Dynamic format)		
a	Fresh or New creative /Theme for sections of website	Rs./- per Artwork	2000
b	Website pages (Cost per page)	Rs./- per Page	1000

c	Web banners (Cost per banner)	Rs./- per banner	1000
d	Dynamic Web banners (Cost per banner)	Rs./- per banner	1500
e	Designing Corporate E-mailers	Rs./- per E-Mail	2000
f	Creation of New Web Page for Online Campaigns (backend for lead capture / database not be considered)	Rs./- per Page	2000
g	Any other dynamic utility for online marketing.	Rs./- per utility	2000
h	Digital Signage System	Rs./-per adaptation.	1500
3 ATM Screens**			
a	Developing New Screen	Rs./- per Screen	1500
b	Correction in existing Screen	Rs./- per Screen	500
c	Developing existing screens into different languages.	Rs./- per Screen	500
	** Per Screen includes creation of Gif & Jpeg both files or any other format as per requirement.		
4 Newsletter			
a	Newsletter - Design (New Template)	Rs./- per page	3000
b	Newsletter - Template remaining the same, change in text and replacement of photographs	Rs./- per page	1000
5 2D Flash Animation			
a	Converting the existing creatives into 2D flash animation.	Rs./- per Sec	800
b	Developing new creative (not existing creative) in 2D flash animation format.	Rs./- per Sec	1200
6	Development of Screen Saver	Rs./- per Screen Saver	3000
7 Wall Paper			
a	Development of New Creative for Wall Paper	Rs./- per Screen Saver	1500
b	Development of Wall Paper from Existing Creative	Rs./- per Screen Saver	1000
8	Video Development – Graphic/Animation (Mid-Level 2D Animation with free music and without Voice Over)		

	Duration: Less than 15 sec		10000
	16 sec to 30 sec		20000
	31 sec to 1 min	Rs./- per vide o	30000
	More than 1 min		50000
	Every additional min thereon		10000
9	Digital Campaign Set-up, Execution & Optimization Charges [Subject to a maximum limit of Rs 15,000/- per campaign per month / 30 days]	Rs/- per day	1000
Other Conditions:			
<ol style="list-style-type: none"> 1. Bank shall not make any payment for adaptation of Bank's logo in any size / format. 2. Bank will not pay any artwork charges on any creative, while using them on any applications. 3. The cost of images / photographs, when the same are purchased from a third party, is payable on actual. 4. For video development which involves shoot etc. the costs shall be decided on case to case basis depending on the scope of work, requirements etc. Voice over charges will be paid separately on case to case basis. 5. No payment shall be made for small / minor corrections viz; date change / minor textual corrections etc. 6. Prior approval needs to be taken from Bank for any other charges to be incurred apart from the charges mentioned above. 			