

**TENDER**  
**FOR**  
**“ENGAGEMENT OF PR AGENCY”**

**REF NO: TENDER NO 01/2022-23**  
**ISSUED BY: Canara Bank**  
**Marketing & Communication Section**  
**Marketing and Public Relations Wing, HO:**  
**Bengaluru**  
**Head Office Annexe**  
**2<sup>nd</sup> Cross, Gandhi Nagar-**  
**Bengaluru 560009**

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**Website: [www.canarabank.com](http://www.canarabank.com)**

## Bid Details in Brief

Sl. No.	General Details	Details
1.	Tender No. and Date	TENDER 01/2022-23 dated 26/08/2022
2.	Brief Description of the Tender	Engagement of PR Agency
3.	Bank's Address for Communication and Submission of Tender	The Deputy General Manager Canara Bank, Marketing & Communication Section Marketing and Public Relations Wing, HO: Bengaluru Head Office Annexe 2 <sup>nd</sup> Cross, Gandhi Nagar Bengaluru 560009
		The Senior Manager, Marketing & Communication Section Marketing and Public Relations Wing, Head Office Annexe 2 <sup>nd</sup> Cross, Gandhi Nagar Bengaluru 560009 Tel - 080-22340477 Email: hoppr@canarabank.com
4.	Mode of Tender	Offline
5.	Tender Type	Open Tender
6.	Type of Tender	Service
7.	Bidding Type	Indigenous
8.	Consortium	Not Allowed
9.	Download Tender Document	Not Available
10.	Purchaser Location	Pan India
11.	Date of Issue of TENDER	26/08/2022
12.	Last Date and Time of Submission of Physical Bids	15/09/2022, Thursday up to 12 Noon
13.	Pre Bid Meeting	03/09/2022, Saturday 3:00 PM
14.	Date and time of Opening of Part-A- Technical Proposal.	15/09/2022, Thursday 4:00 PM
15.	Date of Presentation	26/09/2022, Monday 10:00 AM onwards
16.	Date and time opening of Commercial bid	To Be Notified
17.	No. of Envelopes to be submitted	<u>Two Envelopes:</u> 1. EMD & Application Fee and Technical



		<b>Proposal.</b> <b>2. Price Bid.</b> <b>Above two envelopes should be enclosed in a Master Envelop.</b>
<b>18.</b>	<b>Application Fees (Non-Refundable)</b>	<b>Rs. 5,000/- + 18 % GST in the form of Demand Draft in favour of Canara Bank, payable at Bengaluru (Non-refundable).</b>
<b>19.</b>	<b>Earnest Money Deposit(Refundable)</b>	<b>Rs.2,00,000/- (Rupees Two Lakh only)</b>

The bank reserves the right to withdraw the tender any time before the execution of the agreement with the successful bidder without incurring any liability towards the successful bidder for the expenses incurred by it in relation to the tender

## DISCLAIMER

The information contained in this Tender document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Canara Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions subject to which such information is provided. This TENDER document is not an agreement and is not an offer by Canara Bank to any parties (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this TENDER is to provide the Bidders with information to assist the formulation of their proposals. This TENDER does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this TENDER. Canara Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER. The information contained in the TENDER document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. Canara Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the TENDER document or to correct any inaccuracies therein, which may become apparent.

Each Applicant/bidder should conduct its own due diligence, investigations and analysis for checking the accuracy, reliability and completeness of the information contained in this TENDER and may obtain independent advice from the appropriate sources.

Canara Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this TENDER and/or the bidding process, without assigning any reasons whatsoever. Such change will be informed to Bidders through letters /Email and it will become part and parcel of TENDER. Canara Bank reserves the right to reject any or the entire request for proposals received in response to this TENDER document at any stage without assigning any reason whatsoever. The decision of Canara Bank shall be final, conclusive and binding on all the parties.

The Applicant shall bear all the costs associated with the preparation and submission of its TENDER response including but not limited to copying, delivery expenses etc. associated with submission, any presentation or demonstration which may be required. Canara Bank shall not be liable in any manner whatsoever for the costs or expenses incurred by the Applicant in its preparation and submission of the TENDER response, regardless of the conduct or outcome of the selection process

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## 1. INTRODUCTION

### 1.1 About Canara Bank

CANARA BANK, a body Corporate and a premier Public Sector Bank established in the year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 is having its Head Office at #112, J C Road, Bengaluru-560002. The Bank is having pan India presence of more than 9500+ branches, 24 Circle Offices spread across the country. The Bank is working on Core Banking System using Flex cube solutions.

### 1.2 Definitions

- 1.2.1 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1.1 above and which has invited bids under this Tender and shall be deemed to include its successors and permitted assigns.
- 1.2.2 'TENDER' means this Bid document prepared by Canara Bank for Engagement of PR agency.
- 1.2.3 'Bidder' means shortlisted Firm/Company submitting the proposal in response to this TENDER.
- 1.2.4 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- 1.2.5 'Proposal' means that Technical proposal and financial proposal as per the formats prescribed in the TENDER.
- 1.2.6 'Successful Bidder'/'L1 Bidder' means the Bidder who is found to be the lowest bidder after conclusion of the bidding process including the reverse auction, if any, subject to compliance to all the Terms and Conditions of the TENDER, etc.

### 1.3 Engagement of PR Agency for Canara Bank for 2 Years

Canara Bank invites sealed applications from eligible PR agencies for Selection as Bank's PR agency for enabling its Public Relations services. Canara Bank proposes to engage a PR agency for the services mentioned in the scope of work of this Tender document.

The Public Relation Agency will be responsible for developing and implementing any Public Relation Activities to be organized by the Bank. Its strategy, execution for various banks activities, product launch, promotion events, internal events, Press Conferences, Analyst Meet, Conclave etc.

### 1.4 Proposal:

No Bidder shall submit more than one proposal. If a Bidder submits or participates in more than one proposal, all the proposals submitted by the Bidder shall be disqualified.

Related Parties -

In the following circumstances Bank will have discretion to reject the Proposal/response or accept the Proposal/ response with conditions stipulated by bank.

1. Proposal/Response submitted by holding company and its subsidiary
2. Proposal/Responses submitted by two or more companies having common Director/s
3. Proposal/ Responses submitted by two or more partnership firms / LLPs having common partners
4. Proposal/Responses submitted by two or more companies having the same group of promoters / management
5. Any other proposal/ responses which are considered by the Bank in its sole discretion being in the nature of multiple bids.

Bidder submitting the proposal must comply with all the above mentioned criteria.

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 in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder/s independently.

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.

### **1.5 Disclaimer:**

The Tender/TENDER process should not be construed as contract or any agreement in respect of the services, since the provision is subject to observance of selection process and appropriate documentation agreed upon by the Bank and any successful Bidder/as identified by The Bank.

### **1.6 Cost Borne By Bidders**

All cost and expenses (whether in terms of time or money) incurred by Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussion etc. and providing any additional information required by the Bank will be borne entirely and exclusively by the Bidder.

### **1.7 No Legal Relationship**

No binding legal relationship will exist between any of the Bidders and the Bank until execution of a contractual agreement to full satisfaction of the Bank.

### **1.8 Bidder obligation to inform itself**

The Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the Tender document and the meaning and impact of that information.

### **1.9 Evaluation of Offers**

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

The issuance of Tender document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by the Bidder.

### **1.10 Errors and Omissions**

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

### **1.11 Acceptance of Terms**

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

## **2. PROJECT SCOPE**

### **2.1 Scope of Work**

#### **SCOPE OF WORK**

##### **2.1.1 Long Term Strategy**

To assist in reorienting the Bank's strategy / visibility plan by drawing up a Long term communication strategy, which shall be reviewed at least once in a year.

To increase visibility and enhance top of mind recall of Bank among its various stakeholders vis-à-vis customers, investors, Government and public at large. To engage with the stakeholders for developing a positive brand story for the Bank.

##### **2.1.2 Media activities**

To maintain rapport with the Press, Media Management - Electronic, digital and any other emerging media to ensure adequate and Positive coverage of the Bank.

To disseminate information on national basis or locally(as per bank's requirement) in various media i.e. print, electronic, digital and any other emerging media through press releases including emerging modes of communications.

To assist in managing one on one relationships of the management with all identified media professionals relevant to the Bank apart from managing all media events including one-on one meetings/interviews of the authorized spokesperson of the Bank.

To provide and maintain an updated list of media professionals relevant to the Bank. Assist Bank for its presence in digital and/ or social media and any other emerging media.

##### **2.1.3 Media Monitoring**

To track mainline, regional business and crisis communication trade publications, magazines along with electronic and digital media to monitor specific coverage and perceptions about the Bank on a day to day basis. Preparing and submitting a report on daily basis (soft copy and Hard copy) covering news on Canara Bank in Particular and Banking related news (BFSI) in general.

To submit a comprehensive report at the end of every month giving detailed coverage for the Bank and analysis of the same in print, electronic and digital media vis-à-vis its major competitors.

To handle and bring to the notice of the Bank any coverage that is detrimental to the Interest of the Bank. Prepare a proactive strategy for crisis communication and chalk out the key message, communication plan and ensure effective implementation of the plan for desired results.

##### **2.1.4 Brand Penetration**

To suggest suitable strategies for Brand Penetration Strategies building through marketing and PR campaigns in different media. To support the Market & Public Relations in their day to day PR and Corporate Communication related works.

### **2.1.5 Corporate Communications**

1. To provide media training programmes for key personnel / identified spokespersons of the Bank.
2. To provide suitable media training programmes for PR officials and identified officials of Business Verticals in the Bank.
3. To devise methods and communication strategy for better investor and analyst relations.
4. To do the content Management for offline and on line media as and when required by the Bank from time to time.
5. To provide transcript for better media input and media briefing.

### **2.1.6 Market Intelligence**

To provide information for Business, Market Research development and Image building.

### **2.1.7 Event Management**

To organize Press Conferences, Product launches, Seminars, Investors Meet, Analyst Meet, Road shows, etc across Pan India in major cities.

### **2.1.8 Perception Research**

Conduct a detailed opinion survey once a year amongst analysts, fund managers and media analysts.

### **2.1.9 Training**

The PR agency shall undertake to provide training on PR skills/strategies to identify staff as and when required by the Bank with no additional cost at Bank's Corporate Office / any other place as desired by the Bank .

### **2.1.10 Digital Online Reputation Management**

- i) Mainline Tracking, Monitoring and Listening.
- ii) Intelligent reporting & Crisis Mitigation
- iii) Response and Redressal.

### **2.1.11 Crisis Communication and Damage Control**

1. To prepare a proactive strategy for crisis communication and chalk out the key message, communication plan and ensure effective implementation of the plan for desired results.
2. To track mainline, regional business and Trade publications, magazines along with the electronic & digital media to monitor specific coverage and perceptions about the Bank on day to day basis

### **2.1.12 Geographic Presence:**

At Bank's Head Office located at Bangalore and at the Bank's 24 Circle Offices situated in different parts of the country.

### **2.1.13 Reporting requirements**

Agency shall provide following:

- a) A monthly report of PR activities conducted and results thereof.
- b) Quarterly review to monitor progress and effectiveness of PR programs/ Messaging strategy
- c) All interviews/interactions /press conference of top executives to be provided to the Bank on an on-going basis.

### 2.1.14 NON EXHAUSTIVE CLAUSE

The above Scope of work for different functions are not exhaustive and may contain the functions as required by the bank and as per the official Gazette / notification of the Government of India, DFS, Ministry of Finance and Regulatory authorities, as communicated from time to time during the course of the contract. Without prejudice to the generality of the foregoing, the Bidder will be responsible for designing, guiding and ensuring the implementation of all aspects required for successful completion of the amalgamation which would follow all norms as prescribed by the Government and RBI's regulatory framework including planning all aspects of the amalgamation and upon final approval, program management of implementation of the same.

### 2.2 Period of Empanelment:

Initially, the Bank shall award the contract and empanel the PR agency for a period of 2 (TWO) years from the date of awarding the contract. However the same shall be subjected to annual satisfactory review.

### 2.3 Demographic Centers for Public Relation Activities

Canara Bank with pan India presence and head quartered at Bangalore is the main focal point for all its Corporate Guidance and Control. The selected Bidder should also assist Circle offices as and when required within the scope of this TENDER.

### 2.4 Performance of the Agency:

The Bidder shall agree to deliver and perform the services in accordance with the time lines specified by the Bank.

The delivery of the services shall be irrespective of Public Holidays including Saturday/Sunday and other holidays.

The Bank shall reserve the right to terminate the contract should the PR agency fail to complete the work as per the specification and satisfaction of the Bank. Nevertheless, the cancellation / termination of the release order by the Bank shall be at the risk and responsibility of the Bidder. Annexure 13 to be submitted dully signed and sealed.

### 2.5 Termination for Default

In the event of default as under:

- a. If the Bidder fails to deliver / undertake any or all of the services within the time period(s) specified in the contract / work schedule/request, or any extension thereof granted by the Bank;
- b. If the Bidder fails to perform any other obligation(s) under the contract,

The Bank may terminate the contract in whole or in part without prejudice to any other remedy as may be available for Breach of contract. The Bank shall however serve 15 Days written notice to this effect. In the above eventuality, the Bank shall reserve the right to get the remaining services by another Bidder and the empanelled Bidder is bound to make good the additional expenditure that the bank may have to incur in executing the remaining part of the contract.

## 2.6 Monitoring:

The monitoring of the day to day working of PR agency will be supervised by Marketing & Communication Section, Marketing and Public Relations Wing, HO: Bengaluru Head Office Annexe 2<sup>nd</sup> Cross, Gandhi Nagar Bengaluru 560009.

## 2.7 Set Off

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

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

## 2.8 Independent External Monitors

Integrity Pact would be implemented by the Bank through a panel of Independent External Monitors (IEM). The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

Sri. Rakesh Jain, IA & AS (Retd)	Sri D R S Chaudary, IAS (Retd)
Email: <a href="mailto:rakeshjain18@hotmail.com">rakeshjain18@hotmail.com</a>	Email: <a href="mailto:dilip.chaudhary@gmail.com">dilip.chaudhary@gmail.com</a>

## 3 BID PROCESS

### 3.1 Bid documents

1. The Bidder must thoroughly study/analyse and properly understand the contents of this Tender document, its meaning and impact of the information contained therein.
2. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. Canara Bank has made considerable effort to ensure that accurate information is contained in this Tender document and is supplied solely as guidelines for Bidders.
3. Nothing in this tender documents or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in Tender document and its addenda, if any.
4. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
5. The information provided by the Bidders in response to this tender document will become the property of Canara Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal

The validity period of the bid is 180 days from the date of opening of the Price Bid.

### 3.2 Application Money

The Bidder shall pay, along with responses, an Application Money of Rs. 5,000/- (Rupees Five Thousand only) + 18 % GST . The application money shall be paid by Demand Draft drawn in favour of "Canara Bank

– Application Money for PR Agency” payable at Bengaluru. The application money is non- refundable.

### 3.3 Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD:

The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees Two Lakhs Only) by way of Demand Draft drawn on any scheduled commercial Bank in favor of “Canara Bank”, payable at Bengaluru and should be kept along with the Part-A - Conformity to Eligibility Criteria & Technical Proposal and is refundable only on the non- acceptance of the offer.

In lieu of EMD, Bank Guarantee can also be submitted from a scheduled commercial Bank as per Appendix – B. The Bank Guarantee should be valid for a minimum period of 6 months from the last date for submission of offer with a claim period of further 3 months from the last day of the validity of the Guarantee. Submission of EMD in other than **Part A - Technical Proposal Envelope** is liable to be rejected on grounds of non-submission of EMD.

The EMD (DD/Bank Guarantee in lieu of EMD) of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the commercial bid of the technically qualified bidders. The EMD of other bidder will be returned upon the selected bidder accepting the order and furnishing the performance guarantee. The EMD may be forfeited/ Bank Guarantee may be invoked:

- If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
- If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the TENDER.
- The bidder violates any of the provisions of the terms and conditions of this TENDER Specification.

**3.4 Exemption from EMD and Tender Fee:** All Micro and Small Enterprises (MSEs) having registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME are exempted from submission of EMD and Tender fee only if a certificate of registration valid on the date of application with the said agencies is submitted along with the bid. The bidder who are startups has to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption from EMD.

### 3.5 Amendment to the Bidding Document:

At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.

Canara Bank may at its sole discretion, but without under any obligations to do so, amend, update, clarify, modify or supplement the tender by issuing an addendum/corrigendum/clarification on the banks website (<https://www.canarabank.com/tenders.aspx>) under tender which shall be binding on all concerned. To enable the bidders to take into account the impact of the amendments in their proposals, Canara Bank may, at its sole discretion, extend the deadline for submission of proposals. The bidders are advised to check the Bank’s website regularly till date of submission of bid document as specified and ensure that clarifications/amendments/corrigendum issued by the Bank, if any, have been taken into consideration before submitting the Bid.

In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

### 3.6 Bid System Offer

The response to the present Tender will be submitted by way of two bid system comprising of Technical proposal (Part A) & Commercial Proposal (Part B) as detailed below:

#### 3.6.1 Part A-Technical Proposal:

The Technical proposal is indicating the response to the Technical and Functional requirement specification for providing PR Agency. Entire Tender document with relevant documents as proof shall be part of Technical proposal without price bid.

#### 3.6.2 Part B-Commercial Proposal

Furnishing all relevant information as required as per Price bid. The format for submission of Price bid is as per Annexure 9, 10.

### 3.7 Preparation of Bids:

The Bid shall be typed or written in English language with font size of 12 in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature

#### 3.7.1 Part A-Technical Proposal

The following documents need to be submitted as part of **Part A - Technical Proposal**

- a) Bid covering letter as per Annexure 1
- b) Relevant documents in support of Evaluation Criteria as per Annexure 2
- c) Technical Proposal as per ANNEXURE 3 and CV
- d) Current Retainer Clients as per Annexure 3A
- e) Non-Disclosure agreement as per ANNEXURE-4
- f) Application Money (DD)
- g) Earnest Money Deposit (DD/Bank Guarantee)-Appendix B
- h) A Corporate brochure of the Bidder
- i) Duly filled in Annexure 6,7,8, 11,12,13,14,16,
- j) Masked Price Bid as per Annexure 10 in sealed envelope must be attached in Technical Offer and price information should be masked / covered
- k) Copy of Article and Memorandum of Association/Partnership deed or Proprietorship deed, if any. In case of Article/Memorandum of Association, the Scope of work must indicate “Public Relations (PR)” as business of the firm.
- l) In case of any change in the Bidder’s status due to Merger or Acquisition etc, Kindly provide the documents to support the statutory positions of the Bidder.

All the above documents should be duly signed by authorized signatory, serially numbered, placed in one envelope and superscribed as: “**Part A - Technical Proposal – Response to TENDER No 01/2022-23 dated 26/08/2022 floated by Canara Bank for Engagement of PR Agency.**” The envelope should also contain the name and address of the bidding firm/company.

#### 3.7.2 Part B-Commercial Proposal

An Unconditional Commercial proposal in a separate sealed cover mentioning the monthly retainer ship fee + Applicable Taxes in Indian Rupees only shall be submitted.

Any conditional commercial proposal shall be liable for rejection.

As part of Commercial Proposal, the Bidder needs to submit a duly filled in Annexure 9, 10.

The price quoted in the Annexure 10 would be final and the Bidder will agree to provide the required services as detailed in this TENDER document, failing which Bank would forfeit the Earnest Money Deposit.

The Price Bid shall be valid for 180 days from the date of opening of price bid. Any revision of Price Bid is NOT possible after the same is submitted to the Bank.

Any Response without “Commercial Proposal” will not be taken for evaluation at all and will be rejected at Stage A only.

Annexure 9, 10 should be duly signed by authorized signatory, placed in one envelope and super scribed as:

**“Part B- Commercial Proposal – Response to 01/2022-23 dated 26/08/2022 floated by Canara Bank for “Engagement of PR Agency ”.** The envelope should also contain the name and address of the bidding firm/company.

The two parts as stated above should be placed in two separate envelopes super scribed as stated above and properly closed and sealed. Thereafter, the two envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be super scribed as **“Offer for Engagement of PR Agency to Canara Bank in response to TENDER 01/2022-23 dated 26/08/2022”** on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the Deputy General Manager, Marketing & Communication Section, Marketing and Public Relations Wing HO: Bengaluru Head Office Annexe 2<sup>nd</sup> Cross, Gandhi Nagar-Bengaluru 560009. All the pages of Bid including brochures should be made in an organized, structured, and neat manner. Brochures / Leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting or without authentication will be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company’s Authorized signatory should be submitted.

### **3.8 Cost & Currency:**

The Offer must be made in Indian Rupees only as per the Commercial Proposal as in Annexure 10

### **3.9 Erasures or Alterations:**

The Offers containing erasures or alterations or overwriting will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. The Bank may treat such Offers as not adhering to the Tender guidelines and as unacceptable.

### **3.10 Assumptions/Presumptions/Modifications:**

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder’s response to this TENDER, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc. in the Bidder’s response to this TENDER document. No offer can be modified or withdrawn by a Bidder after submission of Bid/s.

### **3.11 Submission of Bids:**

Tender complete in all respects may be submitted to Deputy General Manager, Marketing & Communication Section, Marketing and Public Relations Wing, HO: Bengaluru Head Office Annexe 2<sup>nd</sup> Cross, Gandhi Nagar-Bengaluru 560009 before 15/09/2022 up to 12 Noon. Tenders received after due date & time shall not be entertained.



### 3.13 Bid Opening

All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned below:

Bid Opening Date	Day	Time	Venue
15/09/2022	Thursday	4:00 PM	Canara Bank Marketing & Communication Section Marketing and Public Relations Wing HO: Bengaluru Head Office Annexe 2 <sup>nd</sup> Cross, Gandhi Nagar-Bengaluru 560009

Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this TENDER, as per the format (ANNEXURE-5) enclosed.

**Note: Authorization letter should be carried in person along with company's ID card and shall not be placed inside any of the bid covers.**

Attendance of all the representatives of the Bidders who are present at bid opening will be taken in a register against Name, Name of the Company/Firm and with full signature. The Bidders may note that no further notice will be given in this regard.

If any of the Bidders or all Bidders who submitted the Tender are not present during the specified date and time of opening, it will be deemed that such Bidder is not interested to participate in the opening of the Bid/s and the Bank at its discretion will proceed further with opening of the **Technical Proposal** in their absence.

The **Part A- Technical Proposal** submitted by the bidder will be evaluated based on the eligibility criteria stipulated and technical evaluation criteria. **The Part B-Commercial Proposal** of only those bidders who qualified in **Part A- Technical Proposal** will be opened with due communication by the Bank for evaluation and arriving at L1.

### 3.14 Clarifications and Amendment of Tender Document (Pre Bid Meeting)

A pre-bid meeting to clarify queries related to the tender will be held as per date and time mentioned in Time Schedule for Tender Process. In case there is a change in the date and time of the pre- bid meeting the same will be updated on the Banks website (www.canarabank.com)

Agencies may request clarifications on any clause of the tender document at the pre- bid meeting. Any such request for clarification must be sent prior, via email to [hoppr@canarabank.com](mailto:hoppr@canarabank.com) before the stipulated date. All such queries by e-mail should be received in the suggested template (**Annexure 15**), on or before the time stipulated for the said purpose in the Time Schedule for Tender process. Canara Bank shall clarify all such queries in the pre-bid meeting or may choose to reply by e-mail to individual queries. 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. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the Bank. Should Canara Bank deem it necessary to amend the tender document as a result of a clarification or otherwise, it shall do so following the procedure below.

Canara bank may at its sole discretion, but without under any obligations to do so, amend, update, clarify, modify or supplement the tender by issuing an addendum/corrigendum/clarification on the banks website (<https://canarabank.com>) under Tender news which shall be binding on all concerned. To enable the bidders to take into account the impact of the amendments in their proposals, Canara Bank may, at its sole discretion, extend the deadline for submission of proposals. The bidders are advised to check the Bank's website regularly till date of submission of bid document as specified in the schedule of events and ensure that clarifications/amendments/corrigendum issue by the Bank, if any, have been taken into consideration before submitting the Bid.

#### **4 SELECTION OF BIDDER**

##### **4.1 ELIGIBILITY CRITERIA**

1. The Bidder should be proficient in PR domain with minimum earned fee from PR services of Rs. 15.00 Crore each during last three consecutive Financial Years (Audited for 2019-20, 2020- 21 and unaudited for 2021-22). Nevertheless, if the Bidder provides non PR services also, fee income from PR services will only be reckoned for the eligibility.
2. The Net worth of The PR Agency shall be positive and company should be making profit during each of the previous three financial years (Audited for 2019-20, 2020-21 and unaudited for 2021-22).
3. The agency should have been in existence in India for a minimum period of 5 years with full – fledged office in Bangalore and geographical presence mapped to Canara Bank's Circle office with full-fledged Office or stringer network.
4. The Bidder should be empanelled to at least 3 companies listed with BSE/NSE on retainer ship basis, out of which one should be Public sector Financial Undertaking (excluding Canara Bank) and one should be Private bank for PR activities.( Certificate as per Annexure – 11 to be submitted).
5. Applicant should not have been blacklisted / debarred by any Central / State Government / Public Sector undertakings / Banks.
6. Integrity Pact in required format to be submitted.( To be submitted as per Annexure 16)
7. The agency should have minimum staff strength of 15 full time employees.
8. Agency should have in - house professional content writer with experience in financial journalism.
9. Agency should have in - house recourses to manage reputation of the Bank during crisis hours.
10. Agency should have the resources to handle multi-lingual publicity campaigns with proficiency, proof reading and translation facilities in all major Indian languages.
11. The agency needs to have a strong relationship with important media professionals including journalists / reporters in the market.

**Documentary evidence must be furnished against each criteria and all documents must be signed by the authorized signatory of the Bidders. Self-Declaration for Point No 7,8,9,10,11 duly signed and sealed to be submitted. Agencies satisfying above eligibility criteria will only qualify for the technical evaluation.**

##### **Agencies with following criteria will be given preference:**

1. Agency's primary business should be that of providing Public Relation to help organizations' meet business/ marketing objectives to grow their business.
2. Agency or its' senior management team( Founder/ Co-Founder) should have had work experience of at least 15 years in the PR industry with adequate staff strength with full back office support of technical staff across discipline. Experiences in FMCG, Services, BFSI sector, Telecom, Airline or any other customer centric businesses would be preferred.
3. Agency's talent pool should possess extensive experience to develop PR ideas, plan and execute them across the country in all formats / venues. Any mainline or digital media jobs corresponding to such kind of jobs may be assigned to the appointed agencies at the Bank's discretion after ascertaining the agency's capability.
4. Agency would be required to submit evidence of such claims, stated above, as part of their bid or presentation, if short listed.

5. 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 bid not substantially responsive to this document in every respect will be at the Agency's risk and may result in rejection of the bid.

#### **4.2 Preliminary Scrutiny:**

The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of TENDER, whether the documents have been properly signed, whether items are offered as per TENDER requirements and whether technical documentation as required to evaluate the offer has been submitted.

Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

#### **4.3 Clarification of Offers:**

During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the Bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.

The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the Bidders and the Bank reserves the right for such waivers.

### **5 EVALUATION METHODOLOGY:**

#### **5.1 Opening of Technical Bids**

Technical bids received within the prescribed closing date and time will be opened in the presence of bidder or bidder's authorized representatives who choose to attend the opening of the bids on the date and time specified in this TENDER document. The bidder or bidder's authorized representative having photo identification, present shall sign a register of attendance. The representative has to submit an authority letter duly signed by the bidder, authorizing him to represent and attend the bid opening on behalf of bidder. If any of the Bidders or all Bidders who submitted the Tender are not present during the specified date and time of opening, it will be deemed that such Bidder is not interested to participate in the opening of the Bid/s and the Bank at its discretion will proceed further with opening of the Technical Proposal in their absence.

#### **5.2 Preliminary Scrutiny of Technical Bids**

The Bank will scrutinize the bids received to determine whether they are complete and as per TENDER requirement, whether technical documentation as asked for and required, to evaluate the bid has been submitted, whether the documents have been properly signed and whether items are offered as per the TENDER requirements

The bids will be technically evaluated to arrive at the technical scoring as per scoring methodology specified below under "Technical Bid Scoring Evaluation Criteria".

The bids which are securing technical score of 70 or more marks out of a total of 100 marks as specified below under Para 5.3, are considered as technically qualified and only those technically qualified bids will be further processed to find "Highest scoring PR firm" as per evaluation methodology specified in "Techno-Commercial Evaluation Criteria".



4	Network strength–Offices in cities where Canara Bank has its Circle offices(Agra, Ahmedabad,Bangalore,Bhopal,Bhubaneswar, Chandigarh, Chennai, Delhi, Guwahati, Hyderabad, Hubballi, Jaipur, Karnal, Kolkata, Lucknow, Madurai, Mangalore, Manipal, Mumbai, Patna, Pune, Ranchi, Trivandrum, Vijayawada.	Address, Contact Numbers of Offices. A copy of latest landline bill/Electricity bill/Registration of Shop & Establishment Dept./Registered Rent or Lease Agreement in the name of the Bidder.(Sister Concern companies/associated companies will not be taken into consideration for network strength and address proof)	15	<p><b>Full marks (15)</b>- if offices are at more than 15 cities.</p> <p><b>(10) Marks</b> – if offices are at more than 10 cities and less than 15</p> <p><b>(5) Marks</b> – if offices are at 5 to 8 cities</p>
5	Case Study/Presentation in presence of the Committee members	<p>The Brief will be shared with the shortlisted agencies and the shortlisted agencies will be given 45 minutes for presentation and 10 minutes for Q&amp;A.The selection committee will evaluate on the basis of following:</p> <ul style="list-style-type: none"> <li>• Brief Pitch Presentaion</li> <li>• Overall PR activity as per the SOW</li> <li>• Ability with respect to Crisis Management.</li> <li>• Success Stories</li> <li>• Contribution in Brand Building</li> <li>• Investor Relations</li> <li>• Digital PR</li> <li>• Other, if any</li> </ul> <p>All the above points have to be presented by the qualified agencies for Technical Evaluation with substantial case study/success stories.</p>	40	<p>Subjective Evaluation. Based on Brief/Challenges of the Bank/Brand.</p> <ul style="list-style-type: none"> <li>• How well the brief is understood.</li> <li>• PR strategy proposed Implementation procedure</li> </ul>
Total			100	

A presentation before the selection committee of the Bank is to be made by the bidder on the methodology/approach, time frame for PR activity of the Bank. Depending upon the situation, the presentation can be through Video Conferencing or through Physical presence. The technical capabilities and competence of the Bidder should be clearly reflected in the presentation. The selection committee of the Bank may interact with the Bidder or bidder's authorized representatives during the presentation.

Based on the details submitted by the Bidder in the technical bid and the presentation made by them before the selection committee of the Bank, technical evaluation of the eligible bidder will be carried out as furnished as above. **A maximum of 100 marks will be allocated for the technical bid.**

#### 5.4 Opening of commercial bids

The commercial bids of only technically qualified bids will be opened.

#### 5.5 TECHNO-COMMERCIAL EVALUATION

The only Agencies scoring 70 or more out of 100 will be short-listed for commercial bidding. The commercial proposals of only those Agencies who qualified in the Technical proposal shall be opened in the presence of representatives of the Bidder who choose to be present. The commercial proposals of the listed bidders who have qualified in technical evaluation will be given a weight age of 30%. The combined score of technical proposal (70%) and commercial proposal (30%) will determine the H1, H2, H3 and so on. The bidder with the highest combined score will be recommended for engagement as PR agency of the Bank.

A "Score" will be calculated for all "Agencies" using formula, given below:

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

LC = Lowest "Total Retainer ship Fee among the agencies.

C = "Total Retainer ship Fees" quoted by each bidder

T = Technical Evaluation Score

HT = Highest Technical Evaluation Score among the qualifying Agencies.

**Wt = Weight age for Commercial evaluation = 30%**

**(1 - Wt) = Weight age for Technical evaluation = 70%**

The following is an illustration of the above procedure:

No	Service Provider	Technical Evaluation Score	Rate of Commercial Evaluation	"Score"
1	XYZ Ltd	90	Rs. 9 lacs	96.67
2	ABC Ltd	70	Rs. 8 lacs	84.44
3	567 Ltd	80	Rs. 10 lacs	86.22

In the above example, XYZ Ltd will become H-1

Based on this "Score", the agencies will be ranked. Bidder scoring the highest

**"Score" is considered as H-1 and the "Rate of Commercial Evaluation" quoted by this bidder will be treated as benchmark rate for retainable fees.**

**Since Bank is proposing to empanel ONE bidder for corporate empanelment. Bidder agreeing to this arrangement will be considered for Selection**

**Note: If any bidder quotes the value of LC as zero or negative, their bid will not be considered for further process and evaluation and agency will be disqualified.**

### **5.6 Normalization of Bids**

The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny. The resubmissions can be requested by the Bank in the following two manners.

Incremental bid submission in part of the requested clarification by the Bank

**OR**

Revised submissions of the entire bid in the whole

The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. By responding to this TENDER, the shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this TENDER, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidders, by submitting the response to this TENDER, agree to the process and conditions of the normalization process.

### **5.7 Intimation to Qualified/Successful Bidders:**

The Bank will prepare a list of technically qualified bidders on the basis of evaluation of **Technical Proposal** and the names of qualified bidders would be announced on the Bank's website (i.e. [www.canarabank.com](http://www.canarabank.com)) /Tender. Commercial proposals of only qualified bidders shall be opened. Final list of the bidders (L1, L2, L3....etc) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

### **5.8 Correction of Error in Commercial Proposal:**

- Bank reserves the right to correct any arithmetical errors furnished in the Price Bid. If any such errors are noticed it will be rectified on the following basis:
- Bank may waive off any minor non-conformity or irregularity in a bid, which does not constitute a material deviation.
- If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- If there is discrepancy in the total arrived in Commercial Proposal (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Commercial Proposal.
- If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- If the Bidder does not accept the correction of errors, the bid will be rejected.

## 5.9 Proposal Ownership:

The proposal and all supporting documentation submitted by the Bidder shall become the property of the Bank. As the Bidder's proposal is central to the evaluation and selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal, but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/ Annexures to this TENDER shall form integral part of the TENDER.

## 5.10 Acceptance of Offer: The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

- The Bank will not be obliged to meet and have discussions with any Bidder and/ or to entertain any representations in this regard.
- The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The Bank reserves the right to re-Tender the TENDER with or without modifications.
- The Bidder including those, who's Tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of Tenders, even though the Bank may elect to modify/withdraw the Tender.
- The selected bidders shall submit the acceptance of the order within 7 days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the Selected Bidders shall be the date of acceptance of the order by the bidders.
- Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- The period of contract shall commence from the date of acceptance of the order by the selected bidder and signing of contract agreement.

## 6 TERMS AND CONDITIONS

### 6.1 Authorized Official:

The selected PR firm shall indicate the authorized officials who can discuss and correspond with the Bank, with regard to the obligations under the contract. The PR firm shall furnish copy of power of attorney and proof of signature identification for above purposes as required by the Bank

### 6.2 Bank reserves the right to:

- Reject any or all responses received in response to the TENDER
- Extend the time for submission of all proposals
- Cancel the TENDER at any stage, without assigning any reason whatsoever.
- Interview the personnel being deployed on the project
- Visit the place of work of the PR firm
- Conduct an audit of the services provided by the PR firm.
- Ascertain information from the Banks and other institutions to which the PR firms have rendered their services for execution of similar projects.

### 6.3 Adherence to Standards:

The PR firm should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

### 6.4 Fixed Fee:

It may be noted that the Bank will not pay any other amount / other expenses like travel and accommodation, translations, stringer cost etc., except the agreed professional fee and applicable taxes. The PR firm is expected to quote price in Indian Rupees for the services + Applicable taxes only. The Bank will pay the GST as per the rate applicable at the time of making payment. The TDS amount at prevailing rate and work contract tax etc. shall be deducted from the PR firm payments. The PR firm shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting the rate. **There shall be no advance payments.**

**Payment:** On quarterly basis, basing on deliverables of the project as per the work plan submitted by the PR Firm and completion of the same accepted by the Bank.

**Retention Money:** 5% of the Professional Fee Amount will be retained by the Bank as Retention Money and the amount retained shall be paid after three months of conclusion of the project after review and acceptance by the Bank for having completed the project as per the work plan submitted by the PR firm and accepted by the Bank.

### 6.5 Professionalism:

The PR firm should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

### 6.6 Co-ordination:

The PR firm who is awarded the order under this TENDER required to co-ordinate with various division/department/controlling-offices/branches and interacts with various department executives/official. In turn Bank officials/executives may approach the PR firm for PR services based on their requirements.

### 6.7 Start of Services:

The PR firm shall be responsible for commencing the service under the TENDER immediately on signing the agreement or such other commencement date decided and intimated by the Bank. The responsibility of collecting all the required information pertaining to the present systems of the Bank shall be with the selected PR firm. Cost of any eligibility licenses / certificates / software/ hardware etc. required to provide the PR services listed under Scope of PR services" should be borne by the selected PR firm.

The date of commencement of services shall be recorded mutually by the Bank and the PR firm.

### 6.8 Sub-contracting:

The selected PR firm shall not subcontract or permit anyone other than its personnel to perform any of the

work, service or other performance required under the contract. In case, any particular specialized service in the scope of PR services requires subcontracting, only such activity, by providing such details to the Bank, can be subcontracted only with prior permission from the Bank in writing. However, any payment to such subcontract is to be paid by the PR firm and the Bank will not pay any amount other than the fixed fee quoted for that particular assignment.

#### **6.9 Assignment:**

Neither the contract nor any rights granted under the contract be sold, leased, assigned, or otherwise transferred in whole or in part, by the selected PR firm and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

#### **6.10 Penalty (As per Annexure 13 to be submitted)**

1. Any damage caused to the reputation of the bank due to any mismanagement in the handling or execution of the public Relation by the agency or its subcontractors, the agency will be liable to pay 3 times the cost of the retainer ship to the bank within 30 days or else bank will take legal action against the agency
2. If the agency uses the brand/name of the bank for any other commercial purpose without its permission, agency will be liable to pay the penalties imposed by the bank
3. If the agency after taking up the work for a Public Relation, leaves it incomplete due to any reason, the agency would have to pay 3 times the cost of the monthly retainer ship to the bank.

#### **6.11 Cancellation of Contract and Compensation:**

The Bank reserves the right to cancel the contract of the selected PR firm and recover expenditure incurred by the Bank on the following circumstances:

- The selected PR firm commits a breach of any of the terms and conditions of the bid/ contract.
- The PR firm goes into liquidation voluntarily or otherwise.
- The progress regarding execution of the contract, made by the selected PR firm is found to be unsatisfactory.
- Any other reason attributable to the PR firm.

After the award of the contract, if the selected PR firm does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In such an event, the PR firm is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the contract.

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

#### **6.12 Non-payment of professional fees:**

If any of the items/activities/area of assignments as mentioned in the price bid are not taken up by the Bank during the course of this assignment, the Bank will not pay the professional fees quoted by the PR firm in the Commercial Offer against such activity/item/assignment. In case any assignment is entrusted, the Bank

will pay only to the executed part of assignment and rest of the assignment may be cancelled.

### **6.13 Termination:**

The Bank reserves its right to terminate the contract without assigning any reasons by giving a prior notice of 30 days.

### **6.14 Applicable Law and Jurisdiction of court:**

The Contract with the selected PR firm shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Bangalore (with the exclusion of all other Courts).

### **6.15 Execution of SLA/NDA:**

The PR firm should execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed in the TENDER and as may be prescribed by the Bank regarding deliverables and (b) Non-disclosure Agreement. The PR firm should execute the SLA and NDA after acceptance of purchase order within 15 Days.

### **6.16 Compliance with Statutory and Regulatory Provisions:**

The selected PR firm shall comply with all statutory and regulatory provisions while undertaking the services mentioned in this TENDER.

### **6.17 Publicity:**

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

### **6.18 Force Majeure:**

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, the affected party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations

with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of the Bank to continue or cancel the contract shall be final and binding on the PR firm.

#### **6.19 Resolution of Disputes:**

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

All disputes, differences or question which may at any time arise between the parties hereto or arising out of this contract or the subject matter thereof shall be referred to the arbitrators: one arbitrator to be nominated by the Bank and other to be nominated by the PR firm. Both the arbitrators shall nominate third arbitrator i.e. principal arbitrator. The decision of the said arbitrators shall be final and binding on the parties. The proceedings of arbitrations shall be governed by the provisions of Arbitration & Conciliation Act-1996, the same shall be in English Language and the venue of arbitration shall be at Bangalore.

#### **6.20 Modification and Withdrawal of Bids**

The Bidder may modify or withdraw its bid after submission provided that the written notice of the modification or withdrawal is received by the Bank before the deadline prescribed for submission of bids.

Modification or withdrawal notice shall be prepared, sealed, marked and dispatched by the Bidder. A withdrawal notice may also be sent by mail but followed by the signed confirmation copy by post or courier, **not later than the deadline for submission of bids**. No bid shall be modified subsequent to the deadline for submission of bids.

#### **6.21 Clarification of Bid Documents by Bidder**

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

CANARA BANK shall respond in writing or by E-mail to any request for the Clarification of the Bid Documents, which it receives not later than 2 days prior to the date of submission of the Tenders.

#### **6.22 Clarification of Bids by Bank**

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

#### **6.23 Performance Guarantee and Security Deposit**

- The final selected bidder should submit a Security Deposit / Performance Guarantee for Rs.10 LAKH (Rupees Ten Lakh only), within 30 days from the date of acceptance of the Order.
- Security Deposit should be submitted by way of DD in favour of Canara Bank payable at Bengaluru

OR Bank Guarantee in lieu of Security Deposit may be obtained from any of the Scheduled Banks (other than Canara Bank). The format of PBG is as required by the Bank as in Appendix A.

- Security Deposit/Performance Bank Guarantee should be valid for the period of the contract i.e. 2 years and shall be retained till the completion of contract period. The guarantee should also contain a claim period of Three months from the last date of validity.
- In case of due extension of the Contract, the validity period of the Performance Bank Guarantee should be got extended by the Bidder. The Bank reserves the right to invoke the bank guarantee in case the bidder fails to extend the guarantee.
- The Security Deposit / Bank Guarantee will be returned to the bidder on completion of Contract Period.
- The Bank shall invoke the Bank guarantee or adjust the security deposit before the expiry of validity, if work is not completed or if the selected bidder fails to complete the obligations under this TENDER. The Bank may resort to similar action in case the penalties imposed by the Bank in this document are not sufficiently covered from regular payments. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee / adjusting the security deposit.

## 6.24 Indemnity

The selected bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;
2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;

6.24.2 The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of services provided by them.

6.24.3 All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.

6.24.4 All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the 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 bidder.

## 6.25 Non-disclosure

All Bank's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information (hereinafter referred to as 'Confidential Information') which may be communicated to or come to the knowledge of Bidder and/or its employees, subcontractor or assigns if any during the course of discharging their obligations shall be treated as absolutely confidential and Bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Bank nor shall use or allow to be used any information other than as may be necessary for the due performance by Bidder of its obligations. Bidder shall indemnify and keep Bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking regarding Confidential Information by Bidder and/or its employees and shall immediately reimburse and pay to Bank on demand all damages, loss, cost, expenses or any charges that Bank may sustain suffer, incur or pay in connection therewith.

It is clarified that "Confidential Information" means any and all information that is or has been received by the Bidder (Receiving Party) from the Bank (Disclosing Party) and that (a) relates to the Disclosing Party and (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential (c) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agent, representatives or consultants. In maintaining confidentiality, the Receiving Party on receiving the confidential information and material agrees and warrants that it shall take at least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, what reasonably calculated to prevent such inadvertent disclosure.

Also, keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third Party. The Receiving Party, who receives the confidential information and the materials, agrees that on receipt of a written demand from the Disclosing Party, they will immediately return all written confidential information and materials and all copies thereof provided to and which is in Receiving Party's possession or under its custody and control. The Receiving Party to the extent practicable, immediately destroy all analyses, compilation, notes studies memoranda or other documents prepared by it and the same contain, reflect or derive from confidential information relating to the Disclosing Party. The Receiving party immediately expunge any confidential information, word processor or other device in its possession or under its custody & control and thereafter furnish a Certificate signed by the Authorized person confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries and the requirement of confidentiality aspect has been complied with.

The restrictions mentioned hereinabove shall not apply to:

- a) Any information that publicly available at the time of its disclosure or become publicly available following disclosure (other than as a result of disclosure by the disclosing Party contrary to the terms of this document) or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
- b) Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any government, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosures, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- c) The confidential information and material and all copies thereof, in whatsoever form shall at all the times remain the property of the Disclosing Party and disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document. The confidentiality obligations shall survive the expiry or termination of the proposed Agreement to be executed between the Bank and the successful bidder.

This clause shall survive the termination or expiry of the agreement.

## 6.26 Intellectual Property Rights:

Selected Bidder warrants that in the course of its service it shall not infringe upon any third party intellectual property rights, including copyrights, Trademarks, patents and other intellectual property rights of any nature whatsoever. The Selected Bidder shall indemnify CANARA BANK 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 CANARA BANK. The selected Bidder at its own cost will defend or settle any claim against CANARA BANK to the effect that the empanelled Bidder infringed any Intellectual Property Rights, trade mark, copy right etc. of any person (including third party).

Further, the Selected Bidder shall not either during the currency of the contract or any time later, use the name, logo or any other identity of the Bank for any purpose unless the same is specifically authorized by the Bank in writing.

The Selected Bidder shall agree, confirm, acknowledge and record that it shall acquire only the non-

exclusive right to use the services under this Agreement and that the intellectual property rights of the Bank shall remain as it is and nothing in the contract shall be deemed to be a transfer of any intellectual property rights to Selected Bidder and/or any of its associates, employees and Acquirers.

Selected Bidder shall agree, confirm, acknowledge and record that business logics, work flows, delegation and decision making processes of the Bank are of business sensitive nature and shall not be disclosed/referred to third parties.

Selected Bidder shall warrant and represent the bank that it shall never claim any ownership, right, title or interest in the intellectual property rights of the bank. It shall also agree that it shall not dispute the ownership of the bank, in respect of any of the services or products covered under the contract.

Notwithstanding anything contained in the contract, Selected Bidder shall be responsible at all times to adequately compensate the Bank in respect of any attributable or contributory infringement of any of the intellectual property rights involved. In no event CANARA BANK shall be liable for any loss, claim, liability or damages of any kind and/or any special, direct, incidental, punitive, exemplary or consequential damages arising out of or in connection with infringement of the proprietary rights of the third parties.

#### **6.27 Right to Accept Any Bid and To Reject Any or All Bids**

CANARA BANK reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected on the grounds of CANARA BANK's action.

#### **6.28 Opening of Bids by Canara Bank**

CANARA BANK shall open the Technical Bid (Envelope I) in presence of authorized representatives of the Bidder and the Evaluation Committee will study the technical bids during the process. 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.

#### **6.29 Award of Selection**

CANARA BANK shall consider Engagement of PR Agency, whose offers have been found technically, commercially and financially acceptable and evaluated as the most suitable by CANARA BANK. Selected PR Agency will have to enter into an agreement with CANARA BANK.

#### **6.30 Other Terms**

1. Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
2. The Bidder 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.
3. The Bidder shall implement the work assigned to it by the Bank on receiving written approval of its estimate submitted to the bank.
4. No other incentive other than retainable fees shall be payable for PR activity.
5. The Bidder shall fully indemnify, defend and hold CANARA BANK harmless against all claims, liabilities, losses or damages, recoveries, proceeding, damages actions, judgments, costs, charges and expenses which may be made or brought or commenced against CANARA BANK or which CANARA BANK may or may have to bear, pay or suffer, directly or indirectly in connection with any breach of terms and conditions of contract by the Bidder or its agents, employees, officers or any matters arising upon or by virtues of the contract.
6. The Bank, may, at any time, by a written order given to a Bidder, 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.

### **6.31 General conditions:**

The general condition shall apply in contracts made by the Bank for availing the Services of selected Bidder.

1. The selected Bidder 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.
2. 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 bidder shall compensate / repay the Bank any of the commission already paid to the Bidder or any other loss that might be incurred by the Bank.
3. CANARA BANK through its authorized officers shall have right to inspect the services regarding conduct of PR services for the Bank. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the Bidder.
4. CANARA BANK reserves the right to forfeit the EMD and blacklist a Bidder for a suitable period in case the Bidder fails to honor its bid without sufficient grounds and circulate its names to IBA, RBI and other peer banks.
5. The selected Bidder shall ensure secrecy of PR related brief, other data which is shared, its findings & recommendations etc.
6. It shall be obligatory on the part of Bidder to share the sources of secondary data, primary data, CANARA BANK interviews/questionnaires etc. and any other items, which are not proprietary property of the Bidder.
7. The empanelled Bidder shall not use the name of the Bank or its logo to promote their business without prior permission from CANARA BANK.

### **6.32 Contacting Canara Bank**

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

### **6.33 NEGLIGENCE:**

In connection with the work or contravenes the provisions of General Terms, if the selected PR firm neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected PR firm calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected PR firm liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected PR firm.

#### **6.34 RESPONSIBILITY FOR COMPLETENESS:**

The PR firm shall ensure that the Solution provided meets all the technical and functional requirements as envisaged in the scope of the TENDER.

#### **6.35 CORRUPT AND FRAUDULENT PRACTICES:**

- As per Central Vigilance Commission (CVC) directives, it is required that PR firms /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among PR firms (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.
- The Bank reserves the right to reject a proposal for award if it determines that the PR firm recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### **6.36 VICARIOUS LIABILITY:**

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

#### **6.37 RIGHT TO AUDIT:**

1. The selected bidder shall allow the bank to conduct audits on it whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the Vendor in conjunction with the services performed for the bank. Bank will ensure the auditor is bound by the same levels of confidentiality as applicable to the selected bidder under the contract.
2. The selected bidder shall allow Reserve Bank of India or person authorized by it to access the bank's documents, records of transactions, and other necessary information given to, stored or processed by it within a reasonable time.
3. The selected bidder shall agree and recognize the right of Reserve Bank of India to cause an inspection of its books and account by one or more of its officers or employees or other persons within the scope of this Agreement.

### **6.38 BUSINESS CONTINUITY PLAN:**

Falling in line with Bank`s requirement of having Business Continuity Plan by the selected bidder, the following shall form part of the contract.

1. The Selected Bidder regularly tests its Business Continuity Plans and that the tests validate the feasibility of the recovery time objectives and resumption operation capacities.
2. The Selected Bidder shall submit the Quarterly report about Business Continuity Plan exercise conducted during review period. The said Business Continuity Plan testing/ BCP drills for its effectiveness/efficiency, shall be reviewed by the RL&FP wing, HO, Bangalore

### **6.39 HIRING OF BANK'S STAFF:**

The selected bidder shall not hire any of the existing/ ex/retired employee of the Bank during the contract period or after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the bidder. The period /duration after the date of resignation/ retirement/ termination after which the existing/ ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank.

### **6.40 SOCIAL MEDIA POLICY:**

- 1.1. No person of Selected Bidder and third parties shall violate the Social Media Policy of the Bank.
- 1.2. The following acts on the part of personnel of the Contractor and third parties shall be construed as violation of Social Media Policy:
- 1.3. Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time.
- 1.4. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of Social Media related systems and procedures

**ANNEXURE-1**

**Bid Covering letter format**

Reference No:

Date:

The Deputy General Manager  
Marketing & Communication Section  
Marketing and Public Relations Wing HO:  
Bengaluru  
Head Office Annexe  
2<sup>nd</sup> Cross, Gandhi Nagar-  
Bengaluru 560009

Dear Sir,

**SUB: TENDER for “Engagement of PR Agency”**  
**Ref: Your TENDER 01/2022-23 dated**  
**26/08/2022**

Having examined the Tender document including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide PR Agency Services in conformity with the said Tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

If our offer is accepted we are ready to provide the solution as per the purchase order.

We enclose a Demand Draft /Bank Guarantee in lieu of EMD for Rs. 2,00,000/- (Rupees Two Lakhs only) in favor of Canara Bank as EMD and Application money for Rs. 5,000/- (Rupees Five Thousand Only) + GST in the form of Demand Draft in favor of Canara Bank, payable at Bengaluru (Non-refundable).

We agree to abide by this offer till 180 days from the date of opening of Price Bid and for such further period as mutually agreed between the bank and successful bidder, and agreed to in writing by the bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the Tender. However if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in Tender together with the return acceptance of the contract.

We enclose a list of clients in India (giving their full addresses) where we are empanelled as PR agency.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Work of the subject TENDER.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

Date

Signature with Seal

Name :

Designation :

**ANNEXURE-2**  
**RELEVANT DOCUMENTS IN SUPPORT OF EVALUATION CRITERIA**

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:

All the bids (applications) will be evaluated based on “Evaluation Criteria”. The bidders will be advised to make a presentation of maximum 45 minutes duration to the evaluation committee on their capabilities, experiences, etc and showcase their work done for other clients.

Sr	Evaluation Criteria	Documents to be submitted		
1	PR Agency Experience.	Furnish Work order of the First PR agreement with any corporate client.		
2	Clientele on retainer ship basis for last 3 years	PR agreement with clients or Undertaking from clients on clients letter head along with self-certification of total list of clients duly signed by the authorized signatory.  (Performance Certificate as per Annexure 11 also to be enclosed)		
3	Average PR billing for the FY 2019-20, 2020-21 and unaudited for 2021-22	Provisional /Audited Certificate from Company/Firm Auditor to be submitted for PR billing  ( As per Annexure -14)		
4	Offices in cities where Canara Bank has its Circle Office. (Agra, Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Chandigarh, Chennai, Delhi, Guwahati, Hyderabad, Hubballi, Jaipur, Karnal, Kolkata, Lucknow, Madhurai, Mangalore, Mumbai, Patna, Pune, Ranchi, Trivandrum, Vijayawada, Manipal)	Address, Contact Numbers of Offices. A copy of latest landline bill/Electricity bill/Registration of Shop & Establishment Dept./ Registered Rent or Lease Agreement in the name of the Bidder.(Sister Concern companies/associated companies will not be taken into consideration for network strength and address proof)		



5	Case Study/Presentation in presence of the Committee members	The Brief will be shared with the shortlisted agencies and the shortlisted agencies will be given 45 minutes for presentation and 10 minutes for Q&A. The selection committee will evaluate on the basis of		
		following: <ul style="list-style-type: none"> <li>● Brief Pitch Presentation</li> <li>● Overall PR activity as per the SOW</li> <li>● Ability with respect to Crisis Management.</li> <li>● Success Stories</li> <li>● Contribution in Brand Building</li> <li>● Investor Relations</li> <li>● Digital PR</li> <li>● Other, if any</li> </ul> All the above points have to be presented by the selected agencies with Substantial case study/success stories.		

Date

Signature with Seal

Name :

Designation :

**ANNEXURE -3**

**TECHNICAL PROPOSAL**

Dear Sir/Madam,

We hereby offer to submit our request for Engagement of PR agency of the CANARA BANK as per Tender Notice no. **01/2022-23 dated 26.08.2022** for "Engagement of PR Agency". We unconditionally agree to abide by the Terms & Conditions specified therein.

As per the terms & conditions we have enclosed an Account Payee Demand Draft / Pay order/ Bank Guarantee of Rs.2,00,000/- (Rupees Two Lakh Only) towards Earnest Money Deposit (EMD) in favor of CANARA BANK payable at Bangalore.

Sr. No	Particulars	Details/Remarks
1	Name and contact details of Bidder's head office	
2	Contact details of Bidder Bangalore office.	
3	Contact details of Bidder other offices.	
4	Legal status of Bidder (Proprietor/Partnership/Private Ltd. /Public Ltd.) Proof to be attached.	
5	Year of establishment	
6	Accreditation details	
7	Name of Managing Director, Directors, top management( Founder/ Co founder) / key personnel along with designation	
8	The contact details of officials proposed for handling CANARA BANK account (separate sheet may be enclosed with CV and other details	
9	List of clients presently Serving. (A comprehensive list of important clients, including those of Govt / PSU / BFSI Segment / MNC / Others).	
10	List of banks served in last 3 Years	
11	Details of awards in Public Relations (Reputed National/International) Copies to be attached.	
12	Why do you think that you are	

	suitable for empanelment with CANARA BANK	
13	Infrastructure facility available with the agencies. <ul style="list-style-type: none"><li>• Are you a full service Agency or limited service Agency?</li><li>• No. of persons working (separately for different offices)</li><li>• No. of members in PR team If the full-fledged office exists (Details)</li><li>• Language Translation facility</li><li>• Recording facilities</li><li>• Research/Analysis tools</li><li>• Working Days and hours.</li><li>• Any other.</li></ul>	
14	Financial details Total PR billing for the year 2019-20, 2020-21 and unaudited 2021-22 (Attach Copies of CA Certificate for PR billing as per Annex 14)	
15	PAN of the Bidder. (Attach copy)	
16	GST Registration no. (Attach copy )	
17	TAN No. (Attach copy )	
18	Principal Banker & their Address	
19	Banker's Cheque / DD detail	
20	A list of Key personnel to be deployed for the project with the details of NAME, AGE, QUALIFICATION, DESIGNATION and EXPERIENCE –CV to be attached	
21	Any other information that the If needed, the Bidder can use separate sheets, if like to submit 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 CANARA BANK 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, CANARA BANK 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

## CURRICULUM VITAE (CV) OF PROFESSIONAL STAFF TO BE ENGAGED

### WITH CANARA BANK:

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.

Signature of Authorized Signatory:

Name of the Authorized Signatory:

Firm Name

**ANNEXURE 3 A**

**Total List of current retainer Clients of the Agency**

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

SN	Name of Client	Sector of client	Since year (in chronological order)	Whether currently Empanelled, if Yes, latest dated performance certificate to be enclosed, failing which the no. of clients will not be accounted
1				
2				
3				

Signature of Authorized person:

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

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

Seal of the Agency

**ANNEXURE-4**

**Non-Disclosure Agreement**

(To be given on the Company's Letter Head)

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the Bidder, are agreeable to PR Agency Services to Canara Bank, having its registered office at 112, J C Road Bengaluru 560002, hereinafter referred to as the BANK and,

WHEREAS, the Bidder understands that the information regarding the Bank's PR Activities shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for providing the solution of PR AGENCY" and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the Bidder for the purpose of submitting the offer to the BANK for the said solution, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The Bidder shall not, without the Bank's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date

Signature with Seal

Name :

Designation :

**ANNEXURE-5**

**Authorization letter format**

(To be presented by the authorized person at the time of Technical / Price Bid Opening on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref No:

Date:

The Deputy General Manager  
Marketing & Communication Section  
Marketing and Public Relations Wing HO:  
Bengaluru  
Head Office Annexe  
2<sup>nd</sup> Cross, Gandhi Nagar  
Bengaluru 560009

Dear Sir,

**SUB:** TENDER for “Engagement of PR Agency”

Ref : Your TENDER 01/2022-23 dated

26/08/2022

This has reference to your above TENDER.

Mr./Miss/Mrs. \_\_\_\_\_ is hereby authorized to attend the bid opening of the above TENDER on \_\_\_\_\_ on behalf of our organization.

The specimen signature is attested below:

\_\_\_\_\_  
Specimen Signature of Representative

\_\_\_\_\_  
Signature of Authorizing Authority

\_\_\_\_\_  
Name & Designation of Authorizing Authority

**NOTE: This Authorization letter is to be carried in person along with the company’s ID card and shall not be placed inside any of the bid covers.**

**ANNEXURE-6**

**COMPLIANCE STATEMENT**

**SUB:** TENDER for “ENGAGEMENT OF PR AGENCY”

**Ref:** Your TENDER 01/2022-23 dated 26/08/2022

1. Having examined Request for Proposal including all response templates, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the end to end service for the Bank in conformity with the said TENDER and in accordance with our proposal and the schedule of Prices indicated in the Commercial Proposal and made part of this bid.
2. If our Bid is accepted, we undertake to carry out the assignment as per laid down parameters.
3. We confirm that this offer is valid for three months from the date of opening of price bid
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract upon us.
5. 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 that the Bank may receive.
7. We have not been barred / black listed by any regulatory / statutory authority and we have required approval to be appointed as a Bidder to provide the service to Bank.
8. We shall observe confidentiality of all the information passed on to us in course of the Tendering process and shall not use the information for any other purpose than the current Tender.
9. 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 different format.
10. The Bidder represents and warrants that all necessary approvals, permissions and authorizations have been obtained to submit this response to the TENDER.

Date

Signature with Seal

Name :

Designation :

**ANNEXURE-7**

**Undertaking Letter pertaining to Taxes and TDS**

We understand that Bank shall be placing Order to the Selected Bidder at the agreed cost and applicable taxes will be paid at actual at prevailing rate against production of invoice / bills.

We understand that Bank shall be deducting TDS as per the applicable laws for the payment made to Bidder.

We are agreeable to the payment schedule as per “Payment Terms” of the TENDER.

Date

Signature with Seal

Name :

Designation :



**ANNEXURE-9**

**Covering letter format for Commercial Proposal**

[Note: This Covering letter should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company]

Reference No:

Date:

**To**

The Deputy General Manager  
Marketing & Communication Section  
Marketing and Public Relations Wing HO:  
Bengaluru  
Head Office Annexe  
2<sup>nd</sup> Cross, Gandhi Nagar-  
Bengaluru 560009

Dear Sir,

**SUB:** TENDER for “ENGAGEMENT OF PR AGENCY”

**Ref:** Your TENDER 01/2022-23 dated 26/08/2022

We thank you for providing us an opportunity to participate in the subject TENDER. Please find our commercial offer as per **ANNEXURE- 10** Commercial Proposal format of the subject TENDER along with this covering letter.

We also confirm that we are agreeable to the payment schedule mentioned in the subject TENDER.

Date

Signature with Seal

Name :

Designation :

**ANNEXUREE-10**

**Commercial Proposal**

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

**The Deputy General Manager  
Marketing & Communication  
Section  
Marketing and Public Relations  
Wing HO: Bengaluru  
Head Office Annexe  
2<sup>nd</sup> Cross, Gandhi  
Nagar-  
Bengaluru  
560009**

Dear Sir/Madam,

We hereby submit our Commercial Bid for Engagement of PR agency of the CANARA BANK as per proposal reference no. **01/2022-23 dated 26.08.2022.** We unconditionally agree to abide by the Terms & Conditions specified therein.

Sr No.	Particular	Details/Remarks
1	Name and contact details of Bidder Head office.	
2	The contact details of person authorized to make commitments to the Bank	
3	<b>Monthly Retainer ship Fees (Rs ) for PR activities</b>	<b>...../Month+ Applicable Taxes</b>
	<b>Total (Rs) (Amount to be mentioned in Words as well)</b>	

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

I/we certify that if appointed for empanelment, I/we shall appoint separate teams for any competing clients who are in the same business as CANARA BANK 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, CANARA BANK 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**

**Notes to Annexure -10**

- These details should be on the letter head of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
- The rate quoted shall be exclusive of Taxes. Applicable taxes shall be paid by the bank at actual at prevailing rate.

- Do not change the structure of the format nor add any extra items.
- No counter condition/assumption in response to Price Bid will be accepted. Bank has a right to reject such bid.

**ANNEXURE 11**

**(On letterhead of the Bidder's Client duly stamped and signed-original copy not older than 1 month)**

Date:

**PERFORMANCE CERTIFICATE**

This is to certify that M/s..... is currently our empanelled PR agency on retainer ship basis and is for more than .....Years.

The Agency has entrusted with Media Activities, Media Monitoring, Brand Penetration, Corporate Communications, Event Management, Training and Digital Online Reputation Management.

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

(AUTHORISED  
SIGNATORY) NAME:  
DESIGNATION

**ANNEXURE 12**

**Undertaking Letter regarding Validity of Documents and Information**

In respect of the proposal submitted by us in response to the TENDER 01/2022-23 dated 26/08/2022 floated by Canara Bank for Engagement of P R Agency, we hereby undertake that all documents and information provided by us in the proposal are valid for at least 180 days (6 months) from the date of opening of price bid.

Date

Signature with Seal

Name :

Designation :

**ANNEXURE-13**

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

1. Any damage caused to the reputation of the bank due to any mismanagement in the handling or execution of the public Relation by the agency or its subcontractors, it will be liable to pay 3 times the cost of the retainer ship to the bank within 30 days or else bank will take legal action against the agency
2. If the agency uses the brand/name of the bank for any other commercial purpose without its permission in writing, agency will be liable to pay the penalties imposed by the bank
3. If the agency after taking up the work for a Public Relation leaves it in incomplete due to any reason, the agency would have to pay 3 times the cost of the monthly retainer ship to the bank.

Date

Signature with Seal

Name :

Designation :

ANNEXURE-14

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:

(Figures in  
crore)

Particulars	2019-20	2020-21	2021-22
PR Billing			
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-15

**Pre-Bid Query Format**

(To be provided strictly in Excel format before the Pre-bid date)

Vendor Name	Sl. No	TENDER Page No	TENDER Clause No.	Existing Clause	Query/Suggestions

## ANNEXURE 16

### PRE CONTRACT INTEGRITY PACT (To be submitted on Rs. 200 Stamp Paper)

#### 1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_day of the month of \_\_\_\_\_, 2022 , between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bengaluru 560 002,with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri \_\_\_\_\_, (Designation of the officer) of the FIRST PART

AND

M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer/Authorized Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) /engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in the Tender and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

#### COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or non-material benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/ SELLERS/ CONTRACTORS /SERVICE PROVIDERS alike, and will provide to all BIDDERS /SELLERS / CONTRACTORS /SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER which could afford an advantage to that particular BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER in comparison to the other BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDERS.

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

#### 4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or non-material benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or non-material benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Bidders/Integrator/Authorized government sponsored export entity of the stores/Authorized Service Provider having necessary authorizations, intellectual property rights and approvals from the

intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## 5. PREVIOUS TRANSGRESSION

5.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the bid/bid process or the contract, if already awarded, can be terminated for such reason.

## 6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting Price bid, shall deposit an amount as specified in RFP/Bid Documents as Earnest Money/Security Deposit, with the BUYER through any of the instruments as detailed in the bid documents.

6.2. The Earnest Money/Security Deposit shall be *valid for a period till* the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Guarantee in the Purchase

Contract that the provisions of Sanctions for violation shall be applicable for invocation of Performance Guarantee in case of a decision by the BUYER to invoke the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

## 7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained, by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Guarantee (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Lending Rate (MCLR / Base Rate) of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(v) To encash the advance bank guarantee and performance guarantee if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR /SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be Liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) Invocation of The Performance Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(x) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the

contract and all other contracts with the BIDDER/SELLER/ CONTRACTOR/ SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR/SERVICE PROVIDER shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR/ SERVICE PROVIDER. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## 8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

## 9. INDEPENDENT EXTERNAL MONITORS

9.1. The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of bidding process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe a violation of this Pact, they will so inform the Management of the BUYER.

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project/Procurement documentation of the BUYER including that provided by the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR /SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the

RFP/Bid is being /has been submitted by BIDDER/SELLER/CONTRACTOR/ SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractors with confidentiality.

9.7. The BUYER will provide to the Monitors 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 parties. The parties may offer to the Monitors the option to participate in such meetings.

9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

**10. FACILITATION OF INVESTIGATION**

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

**11. LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law and the place of jurisdiction is Bengaluru.

**12. OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

**13. VALIDITY**

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/ CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at ..... on .....

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER/AUTHORISED SIGNATORY

Designation

Name of Wing

Canara Bank

Witness

Witness

1) & 2)

1) & 2)

**APPENDIX-A**

**Proforma of Bank Guarantee for Contract Performance**

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To:

The Deputy General  
Manager Canara Bank  
Marketing & Communication Section  
Marketing and Public Relations Wing  
HO: Bengaluru  
Head Office Annexe  
2<sup>nd</sup> Cross, Gandhi  
Nagar Bengaluru  
560009

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as “the CONTRACTOR”) has undertaken to provide the services of PR solution as per their Contract dated \_\_\_\_\_ with you (hereinafter referred to as “the CONTRACT”)

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favor, as per Clause \_\_\_\_\_ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as “the PERFORMANCE GUARANTEE”)

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at \_\_\_\_\_ and local office at \_\_\_\_\_, India have agreed to issue the PERFORMANCE GUARANTEE.

THEREFORE WE (Name of the issuing Bank) through our local office at \_\_\_\_\_ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) 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 CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT 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 \_\_\_\_\_) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made 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 Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract 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 three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract 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 \_\_\_\_\_) as aforesaid or extend the period of the guarantee beyond the said day of \_\_\_\_\_ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR 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 CONTRACTOR.

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 CONTRACTOR 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 Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

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 by post it shall be deemed to have been given when the same has been posted.

The Performance 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 heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the

CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance 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.

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 CONTRACTOR.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. (Rupees\_\_\_\_\_only)
- ii. This guarantee shall be valid upto\_\_\_\_\_and ;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before\_\_\_\_\_(mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney to him by the Bank.

Dated this\_\_\_\_\_day of  
\_\_\_\_\_2022. For and on behalf of  
\_\_\_\_\_BRANCH MANAGER SEAL ADDRESS PLACE

**APPENDIX-B**

**Bank Guarantee Format for Earnest Money Deposit**

To  
The Deputy General Manager  
Marketing & Communication  
Section  
Marketing and Public Relations Wing  
HO: Bengaluru  
Head Office Annexe  
2<sup>nd</sup> Cross, Gandhi  
Nagar- Bengaluru  
560009 Karnataka

WHEREAS \_\_\_\_\_(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its Tender dated \_\_\_\_\_(Date) for the establishment of (Name of Contract) \_\_\_\_\_(hereinafter called "the Tender") in favor of \_\_\_\_\_Hereinafter called the "Beneficiary";

KNOW ALL MEN by these presents that we, \_\_\_\_\_(name of the issuing Bank), a body corporate Constituted under the \_\_\_\_\_having its Head Office at \_\_\_\_\_Amongst others a branch/office at \_\_\_\_\_(hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs \_\_\_\_\_(Rupees \_\_\_\_\_only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws or amends its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
  - (i) fails or refuses to execute the Agreement, if required; or
  - (ii) Fails or refuses to furnish the performance security, in accordance with clause \_\_\_\_\_of conditions of Tender.
  - (iii)The bidder violates any of the provisions of the terms and conditions of the TENDER Specification.

We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

- i) Our liability under this Bank \_\_\_\_\_(Rupees Guarantee shall not exceed Rs.

\_\_\_\_\_only)

- ii) This Bank Guarantee is valid up to \_\_\_\_\_and

- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_(mention period of guarantee as found under clause (ii) above plus claim period)

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Dated \_\_\_\_\_ day of  
\_\_\_\_\_ 2022. SIGNATURE & SEAL OF  
THE BANK

**LIST OF CIRCLE OFFICES:**

Agra
Ahmedabad
Bangalore
Bhopal
Bhubaneswar
Chandigarh
Chennai
Delhi
Guwahati
Hyderabad
Hubballi
Jaipur
Karnal
Kolkata
Lucknow
Madhurai
Mangalore
Mumbai
Patna
Pune
Ranchi
Trivandrum
Vijayawada
Manipal