



REQUEST FOR PROPOSAL

FOR

SELECTION OF

PR AGENCY

Office of Issue	PUNJAB NATIONAL BANK HEAD OFFICE CORPORATE COMMUNICATION DIVISION 1 ST FLOOR, PLOT NO. 4, SECTOR 10, DWARKA, NEW DELHI-110075 E-MAIL: hoccd@pnb.co.in Tel: 011-28044314
RFP reference Number:	PNBHOCDDPR2019

Punjab National Bank

SELECTION OF PUBLIC RELATION (PR) AGENCY FOR PUNJAB NATIONAL BANK

Punjab National Bank (PNB/Bank) invites sealed applications from eligible PR agencies for Selection as Bank's PR agency (Agency/Service Provider/Vendor) for enabling its Public Relations services. Punjab National Bank proposes to engage a PR agency for the services mentioned in the Scope of Work of this RFP document, for pre and post amalgamation of Oriental Bank of commerce (OBC) and united bank of India (UBI) into PNB.

Office of Issue Punjab National Bank
 Corporate Communication Division
 Head Office, 1st Floor, Plot No. 4
 Sector-10, Dwarka, New Delhi-110075

Tender to be submitted to: Assistant General Manager
 Punjab National Bank
 Corporate Communication Division
 Head Office, 1st Floor, Plot No. 4
 Sector-10, Dwarka, New Delhi-110075

Punjab National Bank

INDEX

SI No	Description
01	Definitions
02	introduction
03	Proposal
04	Objectives
05	Target Groups
06	Eligibility Criteria
07	Confidentiality
08	Disclaimer
09	Cost Borne by Receipts
10	No Relationship
11	Recipient Obligation to inform itself
12	Evaluation of Offers
13	Errors & Omissions
14	Acceptance of Terms
15	Scope of Work
16	Period of Engagement
17	Performance of the Agency
18	Training
19	Termination
20	Set Off
21	Commercial Proposal
22	Other Terms
23	Selection Procedure
24	Submission of Bids
25	Other Terms and Conditions
26	Covenants of the Agency
27	No Liability
28	General Conditions
29	Earnest Money Deposit (EMD)
30	Non-refundable cost of RFP

Punjab National Bank

31	Monthly Retainership Fees
32	Contacting Punjab National Bank
33	Intellectual Property Rights
34	Settlement of Disputes
35	Indemnity
36	Governing Law
37	Conflict of Interest
38	Service Level Agreement and Non Disclosure Agreement
39	Principal To Principal Relationship
40	Legal Status of The Firm
41	Rights of Technical Examination of CVC
42	Severability Clause
43	Punjab National Bank Reserves the Right To
44	Compliance Statement and Integrity Pacts
45	Deliverables
46	Late RFP Response policy
Annexure 1	Technical Bid
Form A	List of enclosures
Annexure 2	Commercial Bid
Annexure A	Letter of Authorisation
Annexure B	Bid Submission Letter
Annexure C	Certificate of Chartered Accountant
Annexure D	Declaration regarding Overdue, etc.
Annexure E	Status of Litigation Pending
Annexure F	CV of proposed staff
Annexure G	Format for seeking Clarification
Annexure 3	Letters regarding Empanelment
Annexure 4	Compliance Statement
Annexure 5	Integrity Pact - 1
Annexure 6	Integrity Pact - 2
Annexure 7	Check List of Documents Submitted

Punjab National Bank

BID DETAILS & BRIEF DESCRIPTION

Sl. NO.	Description	Details
1	RFP for Appointment	Appointment of PR Agency
2	*Brief Description of RFP	Request for Proposal For Appointment of PR Agency for the services mentioned in the Scope of Work of this RFP document, for pre and post amalgamation of Oriental Bank of commerce (OBC) and united bank of India (UBI) into PNB.
3	Bank's Address for Communication and Submission of Application	Assistant General Manager Punjab National Bank, Corporate Communication Division, Head Office, 1st Floor, Plot NO. 4, Sector 10, Dwarka, New Delhi-110075 Tel- 011-28044314 email: hoccd@pnb.co.in
4	Date of Commencement of Bidding process (date of publication of RFP)	25.12.2019 from 10.00 AM
5	Last Date and time for Submission of Queries by bidders	03.01.2020 till 3.00 PM
6	Date of Pre-bid meeting	07.01.2020 at 04.00 PM
7	Last date and time for Online Bid Submission (both technical & Commercial) (Hash Submission)	20.01.2020 till 05.00 PM
8	Last date and time for technical supporting documents (Hard Copy)	From 20.01.2020 06.01 PM to 21.01.2020 02.00 PM
9	Last Date and time for Bid Submission & Bid Re-encryption	From 20.01.2020 06.01 PM to 21.01.2020 03.00 PM
10	Date and time for opening of technical bids	21.01.2020 at 05.00 PM
11	Place of opening of bids	Meeting Room No. W-103, Punjab National Bank, Corporate Communication Division, Corporate office, 1st Floor, Plot NO-4, Sector 10, Dwarka, New Delhi-110075
12	Application Fees	Rs. 5000/- (Rs. Five Thousand Only) +GST, as applicable.
13	Earnest Money Deposit (EMD)	Rs. 2,00,000/- (Rs. Two Lacs Only)

- All the interested Bidders, who have not registered earlier with e-procurement site (<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, at least Two working days before the RFP submission date, to avoid last moment issues.
- Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately email us at hoccd@pnb.co.in.
- Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately email us at hoccd@pnb.co.in.
- Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that HASH SUBMISSION and BID RE-ENCRYPTION is a mandatory activity, failing which Bank will not accept the hardcopy of Technical bid.
- The commercial bids to be submitted online only.
- Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
- If bidder is shortlisted to participate in Reverse Auction (RA), Demo for Reverse Auction will be conducted a day before RA, if bidder requests for the same. Further, Demo for Reverse Auction will only be provided to bidders who have accepted the Base price (i.e. Terms & Conditions of the reverse auction).
- If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).
- Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
- If Bidders have any queries, they may call us at Helpdesk Telephone No 011-28044314 from 10.00 am to 05.00 pm (except Sundays and Bank holidays).

1. DEFINITIONS

- 1.1 "Agency", "Firm", "Company", "Bidder" means any entity or person or association of persons who submit their proposals for providing Services to Punjab national Bank in accordance with this RFP.
- 1.2 "Assignment / job" means the work to be performed by selected PR Agency pursuant to the Contract.
- 1.3 'Bank' means 'Punjab National Bank' (Amalgamated Entity).
- 1.4 "Contract" means the agreement to be executed between Punjab national Bank and the selected/successful bidders as per this RFP for the services as per the terms and conditions approved by the Bank and in accordance with the Terms of Reference(TOR).
- 1.5 "RFP" means this Request for Proposal issued by Bank for appointment of Agency.
- 1.6 Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.
- 1.7 Proposal or Bid means the bidder's written reply or submission in response to this RFP.

2. INTRODUCTION

- 2.1 Punjab National Bank (PNB), with more than 124 years of successful existence, is a renowned brand in the Indian Banking Industry. Today, PNB has one of the largest network of more than 7000 branches and around 9000 ATMs spread across the length and breadth in India. These networks are catering to around 11 crore valuable customers of the Bank.
- 2.2 Further, Oriental Bank of Commerce (OBC), with more than 75 years of successful existence, is also a renowned brand in the Indian Banking Industry. Today, OBC has a large network of more than 2300 branches and around 2600 ATMs spread across the country.
- 2.3 Furthermore, United Bank of India (UBI) with more than 68 years of successful existence is also a renowned brand in the Indian Banking Industry. Today, UBI has a large network of more than 2000 branches all over India.
- 2.4 Finance minister of India has recently announced amalgamation of Oriental Bank of commerce & United bank of India into Punjab National Bank. The new amalgamated bank will be the second largest PSB in the country with Rs 18 lakh crore business and second largest branch network in India. Accordingly, the Bank is looking for a PR Agency for services as mentioned in this RFP document.
- 2.5 For the purpose of selection of PR Agency for the combined entity (pre and post amalgamation of the Oriental Bank of commerce and United Bank of India

into Punjab National Bank), PNB invites proposals for appointment of reputed and qualified PR Agency for rendering the services as mentioned herein.

2.6 The proposal will be the basis for a formally signed contract with the selected agency.

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

2.8 PNB may in its absolute discretion, but without being under any obligation to do so, update, amend, clarify or supplement the information in this RFP document. PNB also reserves the right to reject all or any agency (ies) without assigning any reasons, whatsoever.

3.PROPOSAL

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

3.2 Related Parties –

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

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

3.2.2 Agency 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 Agency/s independently.

3.3 The proposal, correspondence and communication for the process would be in English only. No other languages, vernacular versions or translations / transliterations are permitted. The proposals which are not in English shall be rejected.

3.4 The proposal will be the basis for a formally signed contract with the selected agency.

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

3.6 PNB may in its absolute discretion, but without being under any obligation to do so, update, amend, clarify or supplement the information in this RFP document. PNB also reserves the right to reject all or any agency (ies) without assigning any reasons, whatsoever.

4. OBJECTIVES

4.1 Building corporate reputation of Punjab National Bank (PNB) pre and post amalgamation of Oriental Bank of Commerce (OBC) and United Bank of India (UBI) into PNB

4.2 Bringing PNB in the consideration set of Retail and MSME customers, when they make banking decisions.

4.3 To increase visibility of Punjab National Bank brand amongst all its stakeholders.

4.4 Highlighting the products and services of PNB for various customer groups for sustaining and increasing visibility.

4.5 Preempting crises situation & mitigating the crises wherever required.

5. TARGET GROUPS

5.1 The PR assignment shall include the following target groups:

5.1.1 Customers of the Bank, Existing as well as Prospective.

5.1.2 Employees of the Bank (Including ex-employees)

5.1.3 Media & Influencers including Mainstream Media like Print & Electronic Media, Business Media, Regional Media, Trade Media like MSME magazines/portals, Business Media like Business newspapers/magazines/portals and Online Media.

5.1.4 Investors, Analysts, etc.

Aforesaid list is indicative and not exhaustive.

6. ELIGIBILITY CRITERIA

The PR agencies meeting the following minimum eligibility criteria are only requested to apply for the Selection:

6.1 The agency must have earned fee from PR services of Rs. 25.00 crores during 2016-17, 2017-18 and 2018-19 in each financial year. In case the Agency provides non PR services also, the fee Income from PR services only will be considered. Fee Income for PR activities should be certified by the Auditor. (Copy to be enclosed)

6.2 The net worth of the agency should be not less than 5 crores during each of the previous three financial years (2016-17, 2017-18 and 2018-19). Copies of the duly audited balance sheets and profit and loss accounts, duly certified by auditor along with the auditor's report to be enclosed.

6.3 The Agency should not have been black-listed / debarred by any Central/State Government/Public Sector Undertakings/ Banks/RBI/IBA/any other Corporates/any regulatory authority and not involved in any major litigation that may have effected or compromised the delivery of services required during last 5 years. A self – certification on letter head to be provided. However the Bank has the right to independently verify the same.

6.4 The agency should have been in existence in India for a minimum period of 5 years with full-fledged Office in Delhi/NCR with the state-of-the-art infrastructure and manpower including PR professional team to support timely service for PR activities within the Scope of Work. Agencies will enclose necessary documents in this regard, along with application. Bank shall verify the same. However, In case the agency does not have a full-fledged office in Delhi/NCR, they have to undertake that they will establish a full-fledged office in Delhi/NCR within 30 days from receipt of letter of Appointment from the Bank. Certificate of incorporation / Partnership Deed etc also to be provided.

6.5 The agency should preferably have access / offices at all metropolitan and Class 'A' cities. However, the Bank may advise the agency at any time to have their office in any particular location.

6.6 The agency should be / should have been on the panel of at least 3 three BSE/NSE listed Corporates, including at least one BSE/NSE listed Banking & Financial Services Institution. The letters of satisfactory services from the clients as per Annexure-3.

7. CONFIDENTIALITY

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

8. DISCLAIMER

8.1 This tender/ RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the

services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful vendor as identified by the Bank, after completion of the selection process as detailed in this document. Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

8.2 This document is meant to provide information only and upon the express understanding that the recipients will use it only for the purpose set out herein.

8.3 Bank reserves right of deviation or change in this document. Whenever any change, amendment, alteration or deletion in the terms of RFP document is warranted it will be notified on Bank’s website.

8.4 While this document has been prepared in good faith, neither the Bank nor any of its officers or employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.

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

9. Cost Borne by The Recipients

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

10. NO RELATIONSHIP

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

11. RECIPIENT OBLIGATION TO INFORM ITSELF

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

12. EVALUATION OF OFFERS

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

12.2 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

13. ERRORS AND OMISSIONS

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

14. ACCEPTANCE OF TERMS

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

15. SCOPE OF WORK

Punjab National Bank will require the services of PR Agencies for the below mentioned broad categories of the work. The scope of work for the assignment shall be, but not limited to the following tasks:

15.1 PR Strategy: Long Term & short Term

15.1.1 To position Punjab National Bank as a fast growing Bank offering a wide range of products, backed by competent professionals with rich domain experience.

15.1.2 To increase visibility and enhance top of mind recall of Punjab National Bank brand amongst its target audience, leveraging amongst the people in general (that includes the existing and potential customers of Punjab National Bank), the financial community (Analysts and Fund Managers), potential investors, stake holders and the media.

15.1.3 To manage investor perceptions based on Punjab National Bank's achievements, financial performance and strategic initiatives for sustained growth and achieve fair valuation. Presenting PNB as a tech savvy, customer centric and forward looking bank.

15.1.4 To develop communication strategy, messages and planning on tactical initiatives.

15.2 Media Management:

15.2.1 To maintain the rapport with the Press, Electronic, Digital, Social media and any other emerging media to ensure adequate and positive coverage of the Bank. Also to support the Bank in responding to media queries.

15.2.2 To Develop and disseminate information on national basis or locally across various media vehicles such as Print, Electronic, Digital and other emerging modes of communications.

15.2.3 Identifying media relevant to the Bank and managing one to one interaction with Identified Media professionals in addition to the organizing Media events (like press conferences, select briefings and panel discussions), including one to one meeting / interviews of the authorized spokesperson (s) of the Bank.

15.2.4 Amplify editorial announcements on key social and digital platforms

15.2.5 To provide and maintain an updated list of media professionals relevant to the Bank.

15.2.6 Continuously monitor the media for placing PR messages in industry stories.

15.2.7 Interact with officials of the Bank from various departments once in every quarter to create a communication calendar/ strategy based on known internal and external communication opportunities.

15.2.8 To develop all editorial stories / communications to be disseminated to the media including information kits, press releases, features, etc.

15.2.9 To create necessary editorial content and collateral to support the dissemination of press releases and associated activities in the form of backgrounders, fact sheets, briefing documents, etc.

15.2.10 Ensure maximum coverage and visibility for all press releases issued by the Bank and all the new product launches and activities of the Bank from time to time / periodically.

15.3 Market Intelligence:

15.3.1 To submit a comprehensive report on a daily basis covering news on Bank, Peer Banks and Banking, Financial Services and Insurance (BFSI) Industry.

15.3.2 To produce a comprehensive report at the end of every month giving detailed coverage analysis of Bank and analysis of the same in Print, Electronic and Digital media vis-à-vis its major competitors.

15.3.3 To provide information for business development and image building.

15.4 Crisis Management and Damage Control:

15.4.1 To support the Bank in identifying potential reputation risks and mitigating the same.

15.4.2 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.

15.4.3 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.

15.5 Investor Relations Management:

15.5.1 To prepare and execute a communication strategy for Analysts and Investors

15.5.2 To arrange investor meets, analyst meets and conference calls.

15.6 Digital Online Reputation Management:

15.6.1 The Agency shall provide digital online reputation management services including but not limited to the following:

15.6.1.1 Tracking and listening

15.6.1.2 Analysis of clutter - Intelligent reporting, including using Machine Learning and Artificial Intelligence to manage and improve Bank's PR on various platforms including digital and social network.

15.6.1.3 Response and Redressal

15.6.1.4 Crisis Mitigation – Positive content seeding

15.6.1.5 Preparation of Reputation Matrix of the bank as and when desired.

15.6.1.6 Designing and developing digital assets like blogs, newsletters, videos, infographics.

15.7 Communications: Internal & External

15.7.1 To assist in publishing of House Journal / Magazines and other modes of internal communication.

15.7.2 To assist bank in identifying internal communication opportunities and draft all internal communication matters.

15.7.3 To Design a suitable communication policy and plan based on long term and short term objectives

15.7.4 To provide media training programs for key personnel / identified spokesperson (s) of the Bank at the Corporate Office or anywhere as may be desired by the bank at agency's cost.

15.7.5 To provide suitable media training programmes for PR officials and identified officials of different verticals of the Bank at the Corporate Office or anywhere as may be desired by the bank at agency's cost.

15.7.6 To devise methods and communication strategy for better investor and analyst relations

15.7.7 To draft all external communication matters including but not limited to articles / speeches / Press Release.

15.7.8 To guide the Bank for communication to maintain relationship with all stakeholders.

15.7.9 Media audit / perception study once in a year

15.7.10 To provide media tracking report on daily basis and also a monthly report on PR activities conducted and the results.

15.7.11 To conduct the meeting with all the related agencies to discuss media planning at least once in a month.

15.8 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.

16 PERIOD OF ENGAGEMENT

16.1 Bank proposes to empanel the PR agency for a period of 1 (One) year. However, the Bank will have the right to extend the agreement for a further period up to 2 (Two) years based on satisfactory performance.

17 PERFORMANCE OF THE AGENCY

17.1 The Agency agrees to deliver and perform the services in accordance with the time schedule specified by the Bank. It also covers Saturdays / Sundays and other holidays where the Bank would require services to be done by the Agency.

17.2 Delay by the Agency in the performance of its delivery obligations shall render the Agency liable to imposition of penalty at the rate of 5% of the value of

the work per week, subject to a maximum of 20% of the value of the work per month, for non-performance and delayed performance.

17.3 If the Agency fails to complete the work as per the specifications and to the satisfaction of the Bank, the Bank reserves the right to cancel the Selection.

17.4 The cancellation / termination of the work order by the Bank shall be at the risk and responsibility of the Agency.

18. TRAINING

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

19. TERMINATION

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

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

19.1.2 Failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank Or

19.1.3 The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.

19.1.4 Supply of sub-standard materials/ services;

19.1.5 Delay in delivery / installation / commissioning of services.

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

19.2.1 The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;

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

19.2.3 The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or

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

19.3 Notwithstanding the above, in case of change of policy or any unavoidable circumstances, Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 30 days prior notice in writing.

19.4 In the event, the Bank terminates the contract in whole or in part pursuant to the above, the Bank reserves the right to get the remaining services executed by another Agency of its choice, by giving one month's notice and in that eventuality the Agency is bound to make good the additional expenditure, that the bank may have to incur in executing the remaining part of the contract.

19.5 Notwithstanding anything above, Bank reserves the right to terminate the contract/engagement of successful/selected bidder arising out of this RFP, post appointment, with 30 (thirty) days notice period in case of deficiency/delay in service or any other unforeseen circumstances.

20. SET OFF

20.1 Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to earmark set-off or adjust any amounts due to PNB 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.

20.2 Notwithstanding anything contained in this document, this clause shall override all other clauses of this document and shall also survive the termination.

21. COMMERCIAL PROPOSAL

21.1 The commercial proposal for monthly retainership fees shall be quoted in a separate sealed cover. (Annexure-2). Rates to be quoted online only.

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

22. OTHER TERMS

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

22.2 The agency shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by the Bank in any litigation initiated by any third party arising out of appointment/functioning of the appointed Agency.

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

22.4 No other incentive other than retainable fees shall be payable for PR activity.

23. SELECTION PROCEDURE

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

23.1 TECHNICAL EVALUATION

23.1.1 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:

23.1.1.1 All the bids (applications) will be evaluated based on “Eligibility Cum Technical Criteria” mentioned under para No. 2.0. The above short-listed agencies will be advised to make a presentation of maximum 30 minutes duration to the Evaluation Committee on their capabilities, experiences, etc and showcase their work done for other clients. The broad (indicative) evaluation criteria for evaluating this presentation are as below:

Sr No.	Criteria	Max marks	Scoring Methodology
1	Industry experience	8	Full Marks (8) if Experience is more than 10 Yrs 8 Marks if Experience is more than 8 years and up to 10 Years. 5 Marks for experience is more than 5 years and up to 8 years
2	Clientele during last 10 years BSE/NSE listed Banking and Financial Services Institutions.	10	Full marks (10) if clientele is 10 nos. & above 8 marks if clientele is 4 nos. & above but up to 9 nos. 5 marks if clientele is 1 no. & above but up to 3 nos.
3	Clientele during last 10 years BSE/NSE Corporates other than BSE/NSE listed Banking and Financial services Institutions	10	Full marks (10) if clientele is 10 nos. & above 8 marks if clientele is 5 nos. & above but up to 9 nos. 5 marks if clientele is 2 no. & above but up to 4 nos.

Punjab National Bank

4	Fee Income from PR services for the year 2018-19	10	Full marks (10) if Rs 75 cr & above 8 Marks if Rs 50 cr & above 5 Marks if Rs 25 cr & above
5	Network strength	12	Full mark (12) if having offices at top 4 metro centers (Mumbai, New Delhi, Kolkata, Chennai), and at least 6 other Punjab National Bank's Zonal Office centers 9 marks: Having offices at top 4 metro centers (Mumbai, New Delhi, Kolkata, Chennai) 5 marks: Having offices at Delhi/NCR
5	Presentation of PR Agency Overall PR abilities (as per scope of work) Ability with respect to Crisis Communication Investor Relations Digital PR Awards for PR campaigns Others if any	50	Subjective evaluation
	Total	100	

23.1.1.2 Bank shall evaluate the technical proposals on the basis of eligibility criteria and other terms and conditions. Bidder qualified as per the eligibility criteria would be required to make a presentation before the evaluation committee of the Bank for Selection of PR Agency. Bank shall inform the date, time and place of presentation to all eligible Agencies after completion of the evaluation of eligibility criteria and other terms and conditions.

23.2 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 Agency who choose to be present. The commercial proposals of the listed bidders who have

Punjab National Bank

qualified in technical evaluation will be given a weightage of 30%. The combined score of technical proposal (70%) and commercial proposal (30%) will determine the H1, H2, H3 and so on. The agency 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:**

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

LC = Lowest “Total Retainership Fees (Monthly Fees PR Activities + Monthly Fees Digital PR/ Social Media)” among the agencies.

C = “Total Retainership Fees” quoted by each agency

T = Technical Evaluation Score

HT = Highest Technical Evaluation Score among the qualifying Agencies.

Wt = Weightage for Commercial evaluation = 30%

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

The following is an illustration of the above procedure:

No	Service Provider	Technical Evaluation Score	Rate of Commercial Evaluation	“Score”
1	XYZ Ltd	90	Rs. 9 lacs	96.67
2	ABC Ltd	70	Rs. 8 lacs	84.44
3	123 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. Agency scoring the highest “Score” is considered as H-1 and the “Rate of Commercial Evaluation” quoted by this agency will be treated as benchmark rate for retainable fees.
- Since Bank is proposing to empanel ONE agency for corporate empanelment. Agency 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.

24. SUBMISSION OF BIDS:

Interested PR agencies may submit the sealed bid in two envelopes as detailed below:

24.1 SEALED ENVELOPE I

Punjab National Bank

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

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

- Technical bid as per the format – Annexure I
- A Corporate brochure of the agency
- Documentary evidence establishing the agency’s eligibility to bid and qualification to perform the contract if the bid is accepted.
- Copy of Article and Memorandum of Association / Partnership deed or Proprietorship deed, if any. In case of Article/Memorandum of Association, the scope of work must indicate ‘Public Relations (PR)’ as business of the firm.
- In case of any change in the agency’s status due to Merger or Acquisition etc, Kindly provide the documents to support the statutory positions of the agency.
- Certificate of incorporation
- Copy of GST Registration, latest Income Tax Return / PAN Card
- Proof of major PR activities handled
- An undertaking that the agency, if selected, shall appoint separate teams to handle the competing clients if any, who are in the same business in India as Punjab National Bank to avoid clash of interests and maintenance of secrecy.
- Proof of Fee Income for PR activities certified by the Auditor.
- Copies of the duly audited balance sheets and profit and loss accounts, duly certified by auditor along with the auditor’s report to be enclosed.

24.2 SEALED ENVELOPE II

24.2.1 It should contain Commercial bid as per Annexure II duly signed by authorized representative of agency with company seal and super-scribed as “Tender for Selection of PR agency – Commercial Bid”. Open envelopes or envelopes which are not sealed will not be accepted. Please note that commercials should be strictly in terms of the format enclosed and any deviation will not be accepted.

24.3 Tender complete in all respects may be submitted only in person to Assistant General Manager (Corporate Communication Division), Punjab National Bank, Head Office, Plot No. 4, Sector 10, Dwarka, New Delhi-110075, on Bank’s working days from Monday to Friday: Time 9.00 am to 4.00 pm and only 1st, 3rd and 5th Saturday 9.00 am to 4.00 pm on or before _____ . Tenders received after due date & time shall not be entertained. Tenders received by post or courier will also not be entertained.

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

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

25. OTHER TERMS AND CONDITIONS

25.1 SUBCONTRACTS

25.1.1 The Agency as and when required may subcontract the work with prior approval of the Bank provided the intimation in writing of all collaborations be given to the bank. However, such notification shall not relieve the agency from any liability or obligation under the contract. The Agency shall be solely responsible for the performance of sub contractors appointed by it.

25.2 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

25.3 CLARIFICATION OF BID DOCUMENTS BY AGENCY

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

25.3.2 Punjab National 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. Such queries (without identifying the source) will be clarified by Punjab National Bank and will be displayed on Bank's website.

25.4 CLARIFICATION OF BIDS BY BANK

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

25.5 AMENDMENTS IN DOCUMENTS

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

25.5.2 The amendments shall be notified in Bank's website www.pnbindia.in and these amendments will be binding on the agencies.

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

25.6 OPENING OF BIDS BY PUNJAB NATIONAL BANK

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

25.7 AWARD OF SELECTION

25.7.1 Punjab National Bank shall consider Selection of PR Agency, whose offers have been found technically, commercially and financially acceptable and evaluated as the most suitable by Punjab National Bank. Selected PR Agency will have to enter into an agreement with Punjab National Bank.

25.8 ASSIGNMENTS

25.8.1 The Agency agrees that the Agency shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including Agency's affiliate without the prior written consent of the Bank.

25.8.2 If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Agency under this RFP.

25.9 POWERS TO VARY OR OMIT WORK

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

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

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

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

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

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

25.9.7 Language of the Bids: The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English language only.

26. COVENANTS OF THE AGENCY

26.1 It is duly incorporated, validly existing and in good standing under as per the applicable laws. It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions of this assignment by vendor and the

performance of its obligations under this project are duly authorized and approved by all necessary action and no other action on the part of vendor is necessary to authorize the execution, delivery and performance under an Agreement.

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

26.3 The Agency shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of PNB: (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by PNB; or (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of PNB.

26.4 Shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.

26.5 Shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.

26.6 Shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel who are working in the premises of bank.

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

26.8 Shall regularly provide updates to PNB with respect to the provision of the services and shall meet with the personnel designated by PNB to discuss and review its performance at such intervals as may be agreed between the Parties.

26.9 Shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations

26.10 Shall not violate any proprietary and intellectual property rights of PNB or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.

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

26.12 Shall not work in a manner which, in the reasonable opinion of PNB, may be detrimental to the interests of PNB and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.

27. NO LIABILITY

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

27.2 PNB shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Service Provider as part of this Agreement.

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

27.4 Subject to any law to the contrary, and to the maximum extent permitted by law neither party shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

28. GENERAL CONDITIONS

28.1 The general condition shall apply in contracts made by the Bank for availing the services of selected agency.

28.2 The selected agency shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery / performance of the services from time to time.

28.3 Punjab National 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 agency.

Punjab National Bank

28.4 Punjab National Bank reserves the right to blacklist an agency for a suitable period in case the agency fails to honor its bid without sufficient grounds. And circulate its names to IBA, RBI and other peer banks

28.5 The selected agency shall ensure secrecy of PR related brief, other data which is shared, its findings & recommendations etc.

28.6 It shall be obligatory on the part of agency to share the sources of secondary data, primary data, Punjab National Bank interviews/questionnaires etc. and any other items, which are not proprietary property of the agency.

28.7 The appointed Agency will have to execute a contract with the Bank, which will be delivered to them upon their appointment.

28.8 The Agency or its personnel shall not disclose any confidential/vital information which are disclosed / provided to them during the course of briefing or any discussion or acquired by the agency to any third party without prior permission of Bank and such information will be kept confidential even after the termination/expiry of the agreement. The selected agency shall be required to sign a non-disclosure agreement with Punjab National Bank to this effect or undertake confidentiality obligation and this effect in the contract to be executed with Punjab national Bank.

28.9 The appointment does not guarantee any minimum business.

28.10 Bank shall make every effort to issue instructions and approval in writing to the agency. However, if the same is conveyed verbally, the agency shall get it confirmed immediately from Punjab National Bank at the earliest in writing to avoid disputes.

28.11 The Agency is expected to be sincere and prompt in responding to the call of Bank. The execution of job is to be time bound and with all required information so as to avoid delay or duplication. The agency should be able to execute order at short notices and even on holidays.

28.12 Punjab National Bank reserves the right to invite agencies outside the appointed agency, in case it is deemed fit to do so or if the appointed agency is unable to meet the expectations of the bank.

28.13 Proposal must be strictly as per bid application (Annexure I) and photocopy of all required documents should be attached as duly marked/ numbered enclosures. A list of required documents that needs to be enclosed with bid application and their tag Nos. are given at the end of bid application/proposal and these should be arranged in this order only. All photocopies attached with bid application should be verified by the authorized signatories under his signature and agency's/company's seal

28.14 The empanelled Agency shall not use the name of the Bank or its logo to promote their business without prior permission from Punjab National Bank

29. Earnest Money Deposit (EMD)

29.1 The Earnest Money Deposit (EMD) for the application related to Selection of PR Agency shall be Rs.200000/- (Rupees Two Lac Only) payable by Demand Draft or Pay Order favoring "Punjab National Bank " payable at New Delhi is to be submitted along with the application Form and is refundable only on the non-acceptance of the offer. Application submitted without EMD will not be entertained.

29.2 Exemption from EMD: All Micro and Small Enterprises (MSEs) having registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village 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 only if a certificate of registration valid on the date of application with the said agencies is submitted along with the bid.

30. Non-refundable Cost of RFP

30.1 Non refundable Cost of RFP shall be Rs 5000/- (Rupees Five thousand only) + GST, as applicable, payable by Demand Draft or Pay Order favoring "Punjab National Bank" payable at New Delhi is to be submitted separately along with the application Form.

30.2 Exemption 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 Village 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 Tender fee only if a certificate of registration valid on the date of application with the said agencies is submitted along with the bid.

31. Monthly Retainership Fees

31.1 Even though Bank has asked for a separate line item for digital PR activities, Bank reserves right to opt for this item.

32. CONTACTING PUNJAB NATIONAL BANK

32.1 No agency shall try to influence Punjab National 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 an agency to influence Punjab National Bank in bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

32.2 Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will be a disqualification from the RFP process.

33. INTELLECTUAL PROPERTY RIGHTS

33.1 All rights for reproduction, editing and future use of the creative layouts accepted for release and/or released by the bank shall be with Punjab National Bank unless otherwise stated explicitly & agreed by Punjab National Bank at the time of accepting the layout. The agency shall indemnify Punjab National 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 Punjab National Bank.

33.2 The selected Agency at its own cost will defend or settle any claim against Punjab National Bank to the effect that the empanelled Agency infringed any Intellectual Property Rights, trade mark, copy right etc. of any person (including third party).

33.3 In the event of any actions being contemplated or instituted against the Bank, for alleged infringement of any intellectual property right or other statutory or common law rights, the Bank reserves the right to cancel immediately its contract or part thereof yet to be undertaken and the Agency shall compensate / repay the Bank any of the commission already paid to the Agency or any other loss that might be incurred by the Bank.

34. SETTLEMENT OF DISPUTES

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

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

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

34.4 All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall

appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at New Delhi. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

34.5 Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

35. INDEMNITY

35.1 The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

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

35.1.2 Negligence or willful misconduct of the Agency and/or its employees, agents, subcontractors in performance of the obligations under this assignment; and/or

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

35.1.4 claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Agency to its employees, its agents, contractors and subcontractors

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

35.1.6 breach of confidentiality obligations of the Agency; and/or

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

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

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

35.4 In the event the successful bidder does not fulfill its obligations under this clause within the period specified in the notice issued by the Bank, Bank

has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this assignment.

35.5 The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

36. GOVERNING LAW

36.1 This document and services hereunder shall be governed by and construed and enforced in accordance with the Laws of India and only the courts in New Delhi shall have exclusive jurisdiction for any dispute arising out of as in relation to this RFP.

36.2 JURISDICTION OF COURT: All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in New Delhi and the parties agree to submit themselves to the jurisdiction of such court this RFP/contract agreement shall be governed by the laws of India.

37. CONFLICT OF INTEREST

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

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

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

38. SERVICE LEVEL AGREEMENT/ NON-DISCLOSURE AGREEMENT

38.1 The selected Agency shall execute (a) service level agreement, which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non Disclosure Agreement (NDA). The selected vendor shall execute the agreements within a month from the date of issuance of LOA.

38.2 All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the Service Provider.

39 PRINCIPAL TO PRINCIPAL RELATIONSHIP

39.1 The employees engaged by the Agency shall be deemed to be the employees of Agency only, and the bank shall not be connected with the employment or the terms and conditions thereof in any way. The company alone would comply with the statutory obligations and Labor Regulations/Rules in this regard. None of the provisions of this RFP shall be deemed to constitute a partnership/joint venture between the Agency and Bank hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other and there is no master-servant relationship between the parties. The relationship is on principal to principal basis.

40 LEGAL STATUS OF THE FIRM

40.1 Multiple companies of the same group cannot be clubbed together for purpose of qualification. Each subsidiary will be considered as different entity

41 RIGHTS OF TECHNICAL EXAMINATION OF CVC/GOVT. AGENCY

41.1 Whenever the work is examined by Chief Technical Examiner or any authority/ies of Central Vigilance Commission or any other Government Agency and if they bring to the notice any defective or substandard work or any irregular /overpayments, the Consultant shall take immediate necessary action to get the defects rectified and/ or recover the irregular payments and also shall assist the employer for giving reply to the Chief Technical Examiner's or any government agency's queries. In case of disputes with the Contractor(s) or disputes arising out of the said project execution as well as in matter of arbitration pertaining to project, the Consultant shall assist the Bank from time to time by drafting replies in consultation with legal advisers and protect interest of the employer.

42. SEVERABILITY CLAUSE

42.1 Any part, provision, representation or warranty/ covenants of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any part, provision, representation or warranty of this Agreement which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction as to execution of work/service providing shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive

any provision of law which prohibits or renders void or unenforceable any provision hereof. If the invalidity of any part, provision, representation or warranty/ covenants of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good-faith, to develop a structure the economic effect of which is as close as possible to the economic effect of this Agreement without regard to such invalidity”.

43 PUNJAB NATIONAL BANK RESERVES THE RIGHT TO

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

44. COMPLIANCE STATEMENT AND INTEGRITY PACTS

44.1 The bidder shall submit the compliance statement as per Annexure 4.

44.2 The Integrity Pact as per Annexure 6 shall also have to be executed.

45. DELIVERABLES

SI No.	Engagement and Reporting	Frequency
01	Media Tracking	Daily
02	Call for work in progress	Weekly
03	Presentation for programme review and planning	Monthly
04	Press release, Pitch notes, Briefing documents	As and When required
05	Support in drafting responses to media queries	As and When required
06	Relationship meeting with editors/influencers	Two per month
07	Press conferences and press releases	As and When required
08	Participation in Industry stories	As and When required

46. LATE RFP RESPONSE POLICY

46.1 It should be clearly noted that the Bank(s) have no obligation to accept or act on any reason for a late submitted response to RFP. The Bank(s) have no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

46.2 RFP received late on account of any reason whatsoever will not be entertained. The RFP not accompanied by the Earnest Money and Cost of RFP deposited as mentioned in “[A] Important Dates” are liable to be rejected as NON-RESPONSIVE. Assistant General Manager

Corporate communication Division
Punjab national
Bank
Corporate Office,
1st Floor, Plot No. 4
Sector-10, Dwarka
New Delhi-110075

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

Assistant General Manager
Corporate Communication Division
Punjab national Bank
Corporate Office,
1st Floor, Plot No. 4
Sector-10, Dwarka
New Delhi-110075

Dear Sir/Madam,

We hereby offer to submit our request for Selection of PR agency of the Punjab national Bank as per RFP no. _____ dated _____ for “Selection of PR Agencies”. We unconditionally agree to abide by the Terms & Conditions specified therein.

As per the terms & conditions we have enclosed an Account Payee Demand Draft / Pay order of Rs.2,00,000/- (Rupees Two Lac Only) towards Earnest Money Deposit (EMD) in favour of Punjab National Bank payable at New Delhi.

Our brief profile is as under

Sr.	Particulars	Details/Remarks
01.	Name and contact details of Agency' head office.	
02.	Contact details of Agency Delhi/NCR office.	
03.	Contact details of Agency other offices.	
04.	Legal status of agencies (Proprietor/Partnership/Private Ltd. /Public Ltd.) Proof to be attached.	
05.	Year of establishment	
06.	Accreditation details	
07.	Name of Managing Director, Directors, top management / key personnel along with designation	

Punjab National Bank

08.	The contact details of officials proposed for handling Punjab National Bank account (separate sheet may be enclosed with Bio-data and other details).	
09.	List of clients presently serving. (A comprehensive list of important clients, including those of Govt / PSU / BFSI Segment / MNC / Others).	
10.	List of banks served in last 10 years	
11.	Details of awards in Public Relations (reputed National/International) - attach copies of certificates.	
12.	Why do you think that you are suitable for empanelment with Punjab National Bank	
13.	<p>Infrastructure facility available with the agencies.</p> <ul style="list-style-type: none"> ○ Are you a full service agency or limited service agency? ○ No. of persons working (separately for different offices) ○ No. of members in PR team. ○ If the full-fledged office exists (Details) ○ Language Translation facility ○ Recording facilities. ○ Research/Analysis tools ○ Working Days and hours. ○ Any other. 	
14.	<p>Network Strength</p> <ul style="list-style-type: none"> - India - Abroad 	

Punjab National Bank

15.	Financial details Total PR billing for the year 1. 2016-17 2. 2017-18 3. 2018-19 (Attach certified copy of audited balance sheet, P&L A/c. and income statement)	
16.	PAN of the agency. (Attach copy)	
17.	GST No. (Attach copy)	
18.	TAN No. (Attach copy)	
19.	Principal Banker & their Address	
20.	Banker's Cheque / DD detail	
21	Any other information that the agency would like to submit.	If needed, the agency can use separate sheets explaining these points.

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

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

Punjab National Bank

LIST OF ENCLOSURES TO BE ATTACHED WITH TECHNICAL BID APPLICATION

[Form - A]

Note: Check-List as per Annexure M may also be submitted.

Sr. No.	Description of the documents to be attached	To be with form A and marked as enclosure
1	Authorization letter (as per format of Annexure-A)	I
2	Bid submission letter (as per format of Annexure-B)	II
3	Certificate of Registration of Agency/Firm	III
4	Documents related to legal status of Agency (Memorandum /Articles of Association/ Partnership Deed etc. Mentioned at SN-4 of Annexure 1)	IV
5	Address proof of New Delhi Office (latest landline MTNL/Electricity bill/Registration with Shop & establishment Dept./ registered/rent agreement/ lease deed)	V
6	Photocopy of statutory registrations (mentioned at Sr. No. 16 to 18 of proposal of Annexure 1)	VI
7	Copy of Audited Balance sheet of Agency/firm for last 3 years	VII
8	Auditor's Certificate regarding financials (as per format of Annexure-C)	VIII
9	Statement of accounts (mentioned at Sr. No. 19 of proposal of Annexure 1)	IX
10	Details and Supporting document/s for work sample / case studies / Market research articles	X
11	Photocopy of certificates etc. in support of Industry recognition	XI
12	Awards won in public relations (mentioned at Sr. No. 11 of Annexure 1)	XII
13	Declaration by Agency/Firm regarding overdue etc. (as per Annexure – D)	XIII
14	Self-certified list of BFS clients where Agency / Firm is presently engaged as PR Agency	XIV
15	Self-certified list of Non BFS clients where Agency / Firm is presently engaged as PR Agency	XV
16	Self-certified list of BFS clients acquired by Agency/Firm in the past 5 years	XVI
17	Self-certified list of Non BFS clients acquired by Agency/Firm in the past 10 years	XVII
18	Organizational structure chart of the Agency/Firm	XVIII
19	Status regarding litigations Agency/Firm has (as per annexure – E)	XIX

Punjab National Bank

20	Curriculum Vitae of core staff (as per annexure – F)	XX
21	Photo copy of documents in support of professional qualification of core staff	XXI
22	Format for seeking clarifications on RFP (as per annexure – G)	XXII
23	Application money Rs 5,000/- (Rupees Ten Thousand Only)+GST, as applicable	XXIII
24	Earnest money deposit (EMD) - Rs 2,00,000/- (Rupees Two Lacs Only)	XXIV
25	Details and Supporting document/s for Experience of the organization of high-level Design and Layout at International level	XXV
26	Client Reference (As per Annexure – 3)	XXVI
27	Compliance Statement (as per Annexure 4)	XXVII
28	Integrity Pact (as per Annexure 6)	XXXVIII
29	Check List of Documents (As per annexure 7)	XXXIX
Other enclosures attached by the bidder to be marked accordingly		

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

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

Assistant General Manager
Corporate communication Division
Punjab national Bank
Corporate Office,
1st Floor, Plot No. 4
Sector-10, Dwarka
New Delhi-110075

Dear Sir/Madam,

We hereby submit our Commercial Bid for Selection of PR agency of the Punjab National Bank as per proposal reference no._____ Dt._____. We unconditionally agree to abide by the Terms & Conditions specified therein.

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

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

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

Punjab National Bank

In case at any stage, it is found that that the information given by me/us is false/incorrect, Punjab National 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

Authorisation to sign documents* pertaining to bid submission against
RFP No:.....for appointment of PR Agency

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

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

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

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

Signature :

Name of Signatory:

Designation :

Seal of Agency/firm/company Date :

Place :

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

Annexure - B

Bid Submission letter (on Agency's letter head)

To,

**Assistant General Manager
Corporate Communication Division
Punjab National Bank,
Head Office
Plot No 4, Sector 10, Dwarka
New Delhi 110075**

Sir,

RFP NO: APPOINTMENT OF PR AGENCY - SUBMISSION OF BID

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

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

Yours faithfully,

Signature with date:

Name of authorized signatory:

Seal of agency/firm

[ON THE LETTER HEAD OF AUDITORS /CHARTERED ACCOUNTANTS]

CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that
M/s..... having its
Registered office
had achieved the following level of Fee Income from PR Services only/ Net worth
in respect for the financial years mentioned hereunder:

(Rs. In Crores)

Particulars	2016-17	2017-18	2018-19
Fee Income from PR services			
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:

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

DECLARATION-CUM-CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

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

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

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

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Annexure-E

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

STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER

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

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Annexure-F

Curriculum Vitae (CV) for Proposed Staff with one page of summary of experience

1.	Name of Firm				
2.	Name of staff				
3.	Date of Birth				
4.	Nationality				
5.	Education (add addl. Rows as required)	Institution	Degree Obtained	Month, Year of Obtainment	
6.	Membership of professional organizations				
7.	Training and Publication				
8.	Countries of Experience				
9.	Languages known (add addl. Rows as required)	Language	Speaking	Reading	Writing
		Proficiency (good/ fair/ poor)			
10.	Employment Record (starting from Present) (add addl. Rows as required)	Comp any	Position Held	From	To
		Brief of responsibility			
11.	Details of Assignments / Projects Undertaken (which best illustrates capability to handle this project- separate sheets for different projects, minimum 3 projects along client reference				
	Client				
	Location, Year				
	Project Cost				
	Main Project Features				
	Position Held				
	Activities Performed				

I, the undersigned, certify that to the best of my knowledge and belief this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

(Signature of Authorised Signatory)

Name of the Authorised Signatory:

Firm Name:

Date

ANNEXURE G

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

**Assistant General Manager
Corporate Communication Division
Punjab National Bank, Head Office
Plot No 4, Sector 10, Dwarka
New Delhi 110075**

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

SN	Page No.	Clause	Query
1			
2			
3			

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Annexure 3

(On letter head of the clients served duly stamped and signed)

Date: (should not be prior to date of RFP)

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s _____ is / was our PR agency
from _____ to _____.

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

*

- Poor
- Satisfactory
- Good
- Excellent

(Signature of Authorised Signatory)

Name of the Authorised Signatory:

Firm Name:

Firm Seal:

COMPLIANCE STATEMENT

Reg: Appointment of PR Agency for PR of amalgamated entity of Punjab National Bank, Oriental Bank of Commerce & United Bank of India

Compliance	Description	Compliance (Yes/No)
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc stipulated by the Bank in this RFP (Any deviation may result in disqualification of bids)	
Scope of work	We certify that the services offered by us for PR confirm to the Scope of work stipulated by you (Any deviation may result in disqualification of bids)	

Date:

Signature of Authorized Signatory

Place:

Name of Signatory:

Designation:

INTEGRITY PACT

To,
.....,
.....,
.....

Sub: RFP No. for Appointment as PR Agency

Dear Sir,

It is here by declared that PNB is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject RFP is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/ bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the PNB.

Yours faithfully

The Chief Manager
Corporate communication Division
Punjab National Bank Head Office Building,
1st Floor, West Wing,
Plot No – 4, Sector - 10,
Dwarka, New Delhi - 110075.

INTEGRITY PACT

To,
The Chief Manager
Corporate communication Division
Punjab National Bank Head Office Building,
1st Floor, West Wing,
Plot No – 4, Sector - 10,
Dwarka, New Delhi - 110075.

Sub: Submission of Tender for appointment as PR Agency.
.....

Dear Sir,

I/We acknowledge that PNB is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the RFP/ bid document.

I/We agree that the RFP is an invitation to offer made on the condition that I/ We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/ We will stand disqualified from the tendering process. I/ We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the RFP

I/ We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by PNB.

I/ We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with the Integrity Agreement enclosed.

I/ We acknowledge that in the event of my/ our failure to sign and accept the Integrity Agreement, while submitting the tender/ bid, PNB shall have unqualified, absolute and unfettered right to disqualify the tenderer/ bidder and reject the tender/ bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

Integrity Pact

Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 (Act no V of 1970) and having its Head Office at Plot no. 4, Sector 10, Dwarka, New Delhi 110075, hereinafter referred to as “The Principal”, which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. _____ having its registered office at _____

hereinafter referred to as “The Bidder/Contractor”, expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

Preamble

The Principal intends to award, under laid down organizational procedures, _____ contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same

information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

- (1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans., technical proposal and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the

Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4- Compensation for Damages

(1). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.

(2). If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

(1)The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.

(2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in" Guidelines on Banning of business dealing".

Section 6- Equal treatment of all Bidders/Contractors/Subcontractors

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

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

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

Section 8- Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on „Non-Disclosure of Confidential Information“ and of „Absence of Conflict of Interest“. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab National Bank and recues himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project

provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the MD& CEO, Punjab National Bank , a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 09- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged. determined by MD & CEO, PNB.

Section 10- Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work".
- (2) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.

- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (5) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
- (7) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

.....

.....

Date.....

.....

.....

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

ANNEXURE 7

Check List of Documents submitted

Sr. No.	Description of the documents attached	Enclosure No.	Page number range. (all pages to be numbered and range to be specified in this column)	Whether attached (To be checked and marked by the Bank)
1	Authorization letter (as per format of Annexure-A)	I		Yes/No
2	Bid submission letter (as per format of Annexure-B)	II		Yes/No
3	Certificate of Registration of Agency/Firm	III		Yes/No
4	Documents related to legal status of Agency (Memorandum /Articles of Association/ Partnership Deed etc. Mentioned at SN-4 of Annexure 1)	IV		Yes/No
5	Address proof of New Delhi Office (latest landline MTNL/Electricity bill/ Registration with Shop & establishment Dept./ registered/ rent agreement/ lease deed)	V		Yes/No
6	Photocopy of statutory registrations (mentioned at Sr. No. 16 to 18 of proposal of Annexure 1)	VI		Yes/No
7	Copy of Audited Balance sheet of Agency/firm for last 3 years	VII		Yes/No
8	Auditor's Certificate regarding financials (as per format of Annexure-C)	VIII		Yes/No
9	Statement of accounts (mentioned at Sr. No. 19 of proposal of Annexure 1)	IX		Yes/No
10	Details and Supporting document/s for work sample / case studies / Market research articles	X		Yes/No
11	Photocopy of certificates etc. in support of Industry recognition	XI		Yes/No

12	Awards won in public relations (mentioned at Sr. No. 11 of Annexure 1)	XII		Yes/No
13	Declaration by Agency/Firm regarding overdue etc. (as per Annexure – D)	XIII		Yes/No
14	Self-certified list of BFS clients where Agency / Firm is presently engaged as PR Agency	XIV		Yes/No
15	Self-certified list of Non BFS clients where Agency / Firm is presently engaged as PR Agency	XV		Yes/No
16	Self-certified list of BFS clients acquired by Agency/Firm in the past 5 years	XVI		Yes/No
17	Self-certified list of Non BFS clients acquired by Agency/Firm in the past 10 years	XVII		Yes/No
18	Organizational structure chart of the Agency/Firm	XVIII		Yes/No
19	Status regarding litigations Agency/Firm has (as per annexure – E)	XIX		Yes/No
20	Curriculum Vitae of core staff (as per annexure – F)	XX		Yes/No
21	Photo copy of documents in support of professional qualification of core staff	XXI		Yes/No
22	Format for seeking clarifications on RFP (as per annexure – G)	XXII		Yes/No
23	Application money Rs 5,000/- (Rupees Ten Thousand Only)+GST, as applicable	XXIII		Yes/No
24	Earnest money deposit (EMD) - Rs 2,00,000/- (Rupees Two Lacs Only)	XXIV		Yes/No
25	Details and Supporting document/s for Experience of the organization of high-level Design and Layout at International level	XXV		Yes/No
26	Client Reference (As per Annexure – 3)	XXVI		Yes/No
27	Compliance Statement (as per Annexure 4)	XXVII		Yes/No
28	Integrity Pact (as per Annexure 6)	XXXVI		Yes/No

		II		
29	Check List of Documents (As per annexure 7)	XXXIX		Yes/No
30				
31				
32				
33				
34				
35				
36				
Other enclosures attached by the bidder to be marked accordingly				