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punjab national bank

Corporate Communication Division
Corporate Office Plot no.04 , Sector 10
Dwarka New delhi 110075

TENDER FOR EMPANELMENT OF ADVERTISING AGENCIES
FOR
PUNJAB NATIONAL BANK

Office of Issue: PUNJAB NATIONALBANK
HEAD OFFICE
CORPORATE COMMUNICATION DIVISION
1st FLOOR, PLOT NO-4, DWARKA SECTOR 10
NEW DELHI-110075
Email: hoccd@pnb.co.in
Tel: 011-28044314

Date of Issue : 25.08.2022

Close of Tender : 20.09.2022

BID DETAILS IN BRIEF DESCRIPTION

Sl. No.	Description	Details
1.	Tender for Empanelment	Advertising Agencies
2.	Brief Description of Tender	Request for Proposal for Empanelment of advertising agencies
3.	Bank's Address for Communication and Submission of Application	Assistant General Manager, Punjab National Bank, Head Office, Corporate Communication Division, 1 st Floor, Plot NO-4, Dwarka, Sector 10 New Delhi-110075 Tel- 011 28044314, Email: hoccd@pnb.co.in
4.	Date of Issue of e-Tender	25.08.2022
5.	Last Date of Submission of Queries	05.09.2022 email: hoccd@pnb.co.in
6.	Date of Pre-Bid Meeting (it will be held virtually)	09.09.2022 at 15:00 Hrs.
7.	Last Date by which Bank shall give replies to all queries	14.09.2022
8.	Date of hash preparation & online bid submission	20.09.2022 upto 15:00 Hrs.
9.	Close of Tender	20.09.2022 15:01 Hrs. to 16:00 Hrs.
10.	Time of re-encryption	21.09.2022 upto 14:00 Hrs.
11.	Last Date of Submission of bids along with supporting documents in hardcopy	21.09.2022 up-to 15:00 Hrs.
12.	Date and time for opening of technical bids	21.09.2022 at 16:00 Hrs.
13.	Place of opening	Meeting Room No. W-103, Punjab National Bank, Head Office, Corporate Communication Division, 1 st Floor, Plot No-4, Dwarka, Sector 10, New Delhi-110075
14.	Application Fees	NIL
15.	EMD	Rs. 1.00 lac in the form of Demand Draft/Bank Guarantee
16.	Performance Bank Guarantee	Rs. 5.00 lacs in favour of Punjab National Bank

DISCLAIMER

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 expressed or implied), including forecasts, statements, estimates, or projections contained in this tender 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.

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1. INTRODUCTION

Punjab National Bank with more than 127 years of successful existence is a renowned brand in the Indian Banking Industry. Today, PNB has one of the largest network of more than 10,000 branches and more than 13,350 ATMs spread across length and breadth in India. These networks are catering to around 18 crore valuable customers of the Bank.

PNB as a brand is iconic and has the trust and confidence in India. It aspires to further enhance its reach to the people of India, create total brand recognition and be the preferred choice of customers in the banking industry. The bank proposes to enhance its use of the services of the advertising agencies for fostering its reach and brand awareness.

For the above purpose, PNB invites proposals from the reputed and qualified agencies for empanelment to the Bank's panel of advertising agencies for rendering the services as mentioned herein.

The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected advertising agencies.

Agencies shall bear all costs associated with the preparation and submission of their proposals. PNB 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 TENDER process without incurring any liability or obligations on the Bank. PNB also reserves the right to re-issue the TENDER, if the Bank decides so.

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

2. NOTICE FOR INVITING APPLICATIONS FOR EMPANELMENT

Punjab National Bank hereby issues request for proposal for inviting bid application from reputed creative and advertising agencies to submit their tender who fulfill the eligibility criteria as given below for empanelment of Creative and Advertising Agencies for handling of creative designing, print & electronic & digital media audio-visual development, events, PR services, media buying and providing solutions for other advertising requirements of the bank

3. ELIGIBILITY CRITERIA

Agencies should be having resources to handle full-fledged multi-media multi-lingual campaign, including proficiency in proof reading in all major Indian languages in addition to English & Hindi.

Reputed agencies meeting the following minimum qualifying criteria as on 30th July, 2022 are eligible to apply. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluations.

General Eligibility Criteria

Sr. No.	Eligibility Criteria	Documents Required
1	The Bidder must be an Indian firm / company/ organization registered under applicable Act in India. Proposals from consortiums would not be entertained for this purpose	Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association (wherever applicable) and full address of the registered office.
2	The Agency should have full accreditation with Indian Newspaper Society (INS), accreditation or registration with Advertising Standards Council of India (ASCI), Advertising Agencies Association of India (AAAI), DAVP/Bureau of Outreach and Communication, Indian Broadcasting Federation (IBF), Prasar Bharati as applicable on case-to-case basis on date of TENDER.	Valid Certificate of full accreditation with Indian Newspaper Society (INS), accreditation or registration with Advertising Standards Council of India (ASCI), Advertising Agencies Association of India (AAAI), DAVP/Bureau of Outreach and Communication, Indian Broadcasting Federation (IBF), Prasar Bharati as applicable Bank reserves its right to cross-verify the certificates.
3.	The Agency should be a profitable organization for atleast one year in last three financial years having minimum Rs. 25.00 crores average annual turnover in last 03 Financial years i.e. 2019-20, 2020-21, 2021-22.	The Audited balance sheets, profit & Loss A/c and Auditors report for last 03 Financial years 2019-20, 2020-21, 2021-22.*
4	The Agency should have worked on media related work with at least three Banks (out of which at least one should be Public Sector Bank) in last three financial years.	Empanelment letter & certificate of satisfactory performance (Not more than 03 months old) for execution of work orders.

5	The **Agency should have experience of at least 7 years as on 30 th June, 2022 in Advertising field and have done similar work as defined in the scope of work.	Proof and list of the work done in last 7 years in advertising field. Copies of work order for releasing major advertising campaigns of single product/services/brand campaign undertaken during the last three financial years along with FORM 26AS & satisfactory performance certificate for the same from the Advertiser/client as per Annexure 5.
6	Agency should have work experience in Digital/Online publicity campaigns.	Two work order for digital/online publicity campaigns along with completion certificate in last 01 years.
7	The Agency should have full- fledged Office in Delhi/NCR or should get it incorporated within 6 months of empanelment.	A valid documented proof of the office address. In case of non-compliance, Bank reserves the right to de-panel the agency(s) without assigning any reason thereof.
8	The Agency should have the resources to handle multi-lingual publicity campaigns with proficiency and proof reading facilities in all Indian Languages in addition to English and Hindi.	Work order/s of work done in Indian languages with completion certificate as per Annexure 5.
9	Agency should not have any liability towards any publication/ electronic/ digital/ other media overdue more than 90 days	A notarized Affidavit stating that the agency does not owe any money to any publication/TV/channel/radio or any other media for more than 90 days. Ref Annexure 6.
10	Agency should not have been blacklisted / banned/debarred by /Central Public Procurement Portal/DFS/ IBA /State Government/Public Sector Undertakings / Banks/RBI/BOC/ any other Corporates /any regulatory authority.	A notarized Affidavit as mentioned in Annexure 6
11	The Agency should not be involved in any major litigation (related to scope of work) that may have an impact affecting or compromising the delivery of services required.	A notarized affidavit as mentioned in Annexure 6

12	Agency should be a full service agency offering various services like events, media planning & buying at competitive rates. "Full Service Agency" mentioned in the tender document refers to "A professional services firm hired to conceive, produce and manage the showing of commercial messages (radio, TV, outdoor, print, Internet etc.) as well as provide marketing and merchandising advice and general business and promotional counsel regarding the services rendered."	One work order separately for each media type i.e. Radio, TV, outdoor, print, TVC, Internet etc. along with completion certificate in last 03 years.
13	Agency should have professionally qualified and experienced team to handle campaigns as per requirement of the Bank.	Agency should have strength of minimum 20 team members having professional/technical work-experience of minimum 05 years. Agency to provide notarized affidavit stating the educational qualification & professional work experience of their team members.

*(F.Y 2021-22 provisional Balance Sheet is acceptable subject to the condition that there should not be any variation beyond $\pm 5\%$ in respect of audited balance sheet to be submitted after getting it audited. The Agency is expected to examine all instructions, terms and specifications of this document. Failure to furnish all information required as per this document or submission of the bids not substantially responsive to this document in every respect will be at the agency's risk and may result in rejection of the bid.

** **Agency** mentioned in the tender document refers to "Advertising Agency."

Bank reserves the right to seek clarification from the bidders in respect of the documents submitted for the technical evaluation.

4. SCOPE OF WORK:

Punjab National Bank will require the services of the Advertising Agency for the below mentioned broad categories of the work.

4.1 CORPORATE BRANDING & PRODUCT PROMOTION CAMPAIGN

Prepare brand building strategies aimed at positioning the Bank and its various products and services appropriately in chosen market segment and enhancing the Bank's overall brand equity. To present PNB with a professional, sophisticated and recognizable brand identity. The strategy suggested should be backed by research on the marketing communication trends and the behavior of customers and the general public at large. The Agency will study the Bank's products vis-à-vis offering by the competitors and evolve Unique Selling Propositions and positioning strategies.

To develop suitable product promotion strategy and execute promotional campaigns in Print Media, Electronic Media, Cinema (including multiplexes), Films, Online/Digital Platforms/Social Media (digital marketing campaigns), Below the Line (BTL) Activities, Tactical sales campaigns, contests, etc. in order to directly influence the Bank's Business Development at operational level.

This will include all works relating to development of Creative, artworks, production of TV commercials, Radio Jingles, Online Media creatives, adaptation of creatives for various applications / OOH media, supporting PR Activities etc.

The Agency will also submit a report on the impact of the publicity/communication campaigns executed

by it. A detailed analysis report on each campaign along with supporting data will be provided by the Agency and this will be within the campaign cost. Making necessary adaptations and modifications in new as well as existing creatives/videos etc. of the Bank. It will also advise on other evolving media.

4.2 DESIGNING MARKETING COLLATERAL OTHER MISCELLANEOUS ITEMS

The agency will have to design marketing collaterals like banners, posters, brochures, booklets, posters, pamphlets, folders etc. and miscellaneous items like annual reports, calendars, handouts, diaries, presentation items, etc. Agencies will also help the bank in conceiving, designing and production of corporate gifting merchandising utilities from time to time. Making necessary adaptations and modifications in new as well as existing creatives/videos etc. of the Bank and design of LOGO.

The design/concept developed by the agency and selected by the Bank shall be the sole property of the Bank and, as such, the concerned agency shall not have any right to use the same anywhere else. Further, the same can be released directly in media by the Bank at any time, at its sole discretion.

For Social media work/s, separate price quotation will be obtained from the empaneled agencies.

4.3 STATUTORY COMMUNICATION

Bank releases advertisements in National and Regional dailies, on Bank's performance at regular intervals. Similarly, Bank has several other requirements for mass communication, like Notice ads, Tender ads, Ads for Board meetings, etc. The selected Ad Agency will provide necessary creatives / art works for these requirements and execute the release.

4.4 MEDIA PLANNING / BUYING WORK

The Agency will ensure effective and efficient utilization of marketing budget with following broad scope.

Media Planning-Agency will prepare Media Plan ensuring maximum geographic reach at competitive cost based on the requirement of the Bank. The media plan should include suitable platforms including but not limited to Print, Electronic, TV, Radio, Digital, OOH, BTL etc. It will have to ensure that suggested Media Plan is based on proper research involving IRS / BARC & other available data.

Media Buying will involve negotiating with all media platforms for competitive rate, adjusting the media plan to meet the objective of the campaign, making it cost effective, execution and monitoring. The agency will have to Provide prevailing rate chart to the Bank for various media platforms along with rate comparison as and when required. It will also submit details of savings in terms of Offered Rate and Negotiated Rate provided to Bank on campaign basis.

4.5 SPECIAL OCCASION CAMPAIGNS & EVENT MANAGEMENT

Agency will also be required to develop the creatives on various special occasions viz. Foundation Day, Independence Day, Republic Day, Branch/Office opening either in India or Abroad, launching of New Product or Services, and festival specific campaigns like Ganesh Mahotsav, Navratri, Durga Pooja, Onam, Pongal, Diwali and regional level festivals as well. Agency may also be required to execute the adaptations of any of the existing creatives / designs in all Indian languages apart from Hindi and English.

Agencies will also be required to undertake event management functions from time to time.

4.6 AUDIO/VIDEO PRODUCTION SERVICES

The Agency will have to undertake Production of Corporate Video including but not limited to TVC AD Films, Corporate Film, Animation Film, any other video in English, Hindi & Regional languages (dubbing required for both Hindi & Regional languages), in format and duration as required by the Bank. The production should be of high quality, meeting the industry standards. Competent and approved talent/voices should be used. This also includes videos that may be created using stock videos/images.

It will also have to provide FM Jingles and other audio creatives.

The Scope of Work mentioned above are indicative, illustrative and non-restrictive in nature. There may be some services relevant but not expressly captured in the aforesaid Scope of Work, which upon being brought to the notice of the advertising agency by Bank will also form an integral and mandatory part of the Scope of Work and will be eventually governed by the terms and conditions of Engagement Agreement when the same is signed between BANK and advertising agency.

It is at the sole discretion of the Bank:

- to assign the work to any empaneled advertising agency
- to invite media plan from all or selected empaneled agencies as per the Bank's need
- to negotiate directly with the media for release of advertisement
- to select any suitable selection method which may emerge from time to time.

5. CONFLICT OF INTEREST

PNB requires that empaneled agencies provide professional, objective and impartial services and at all times hold PNB's interest 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 PNB.

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

Employees of PNB shall not work as, for or be a part of the firm/company or empaneled Agency(ies). Similarly, employees of the agency shall not have any right of employment in the Bank. However, nothing in this clause shall affect the bank's regular recruitments process as per its recruitment policy and not targeted to the employees of agencies.

Agency is required to submit an undertaking stating that a separate team will be put up for the competing clients if any.

6. PERIOD OF EMPANELMENT

Bank proposes to empanel the advertisement agencies initially for a period of two years and extendable by 1 year based on the performance of the agency or as decided by the Bank. The empaneled agencies work is to be reviewed annually and if services are not found satisfactory, the bank reserves the right of de-empanelment of the agency.

7. PERFORMANCE OF THE AGENCY

PNB requires that the empaneled agency shall deliver and perform services in accordance with the time schedule specified by the Bank in its work order or request for creative requirement. It also covers Saturdays/Sundays and other holidays where the bank may require services.

In case the services are not made available in the stipulated delivery period, as indicated in the work order or request, the Bank reserves the right either to short close / cancel the work order or request and / or recover liquidated damage charges.

The cancellation/short closing of the order shall be at the risk and responsibility of the agency.

Any delay by the empaneled agency in the performance of its delivery obligations, shall render the agency liable to imposition of liquidated damages, and/or termination of the contract for default and/or any other action viz. black listing/ circulation in industry etc. as it may deem fit.

8. TERMINATION FOR DEFAULT

The Bank may, without prejudice to any other remedy as may be available for breach of contract, by a written notice, sent to the Agency, may terminate the contract in whole or in part, once any default is noticed. Period of notice will be one month.

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

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.

Notwithstanding anything contained herein above, Bank may terminate the contract by giving one month notice to the empanelled agency without assigning any reason.

9. TERMS OF PAYMENT

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

9.1 CREATIVE CHARGES

No creative charges will be paid to any empaneled agency. However, creative commission charges will be paid to the empaneled advertisement agency, whose creative / campaign is shortlisted/selected & released by the Bank in print/ electronic/web and digital media, as commission to the amount of media release (Print and Electronic, Digital) and other innovative media which may emerge from time to time. This rate of commission is termed as "Rate of Creative Commission". This rate is required to be quoted in the "Commercial Bid" by all the agencies.

Upon empanelment as bank's advertisement agency, the above "Rate of Creative Commission" will be finalized as per the formula defined/mentioned under Point No. 10.2.

The Bank will not pay any creative charges other than 'Creative Commission' to the Creative Agency at the contracted rate (**H1***) quoted as per bidding process invited by the Bank. Creative Commission includes fees for taking brief from client, submission of creative concepts, layouts to the Bank for further use in ads/exhibits/leaflets/promo material etc., supplying print ready files, from story board/script to production for TV/ Radio, preparing material for sending for print ads, language translation and proof reading, taking Bank's approval before release, pre & post release surveys, management of exhibitions, monitoring supervision of third party jobs, retrieval of past creative, submission of any type of MIS required by the Bank etc.

***H1= Highest Score**

Social Media creative charges will also be included under the same. However, in case of Production of TVC/film involving considerable cost, Bank at its sole discretion may consider payment of cost of production if situation demands so or mutually agreed contracted cost.

9.2 Bank will also have the prerogative of releasing print advertisement through any of the empaneled agencies if creative is made in-House by the bank. Bank also has the discretion of releasing the advertisement directly in print media and is not under obligation to release through empaneled agency if creative is made in-house.

9.3 There may be requirement of only the creative/artwork with no media release. In such situation designing charges will be paid after negotiation only to that agency whose creative is selected.

9.4 SPECIAL PROJECTS

Agencies will be required to undertake special projects like market research, event management, etc., which are not part of day-to-day requirements. In such cases, Bank will seek all empaneled agencies to submit their technical and commercial proposals to decide on the costs etc.

9.5 OTHER TERMS

Payment will be made only after completion of works/jobs assigned and final payment of bill/s will be made within 30 days from the date of its submission.

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

Agency will be required to share the cost of images, separately if any, to be used in creative at the time of submission of creative options/layouts.

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.

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

No other incentive other than creative commission fee shall be payable for advertising activity on any media where releasing function is required.

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

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

The agency shall submit complete RFP document including all the annexures/forms duly signed by authorized representative of the agency (Letter of such authorization by competent authority also to be submitted)

10. SELECTION PROCEDURE

Bank will constitute committee(s) for 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 panel of advertisement agencies, negotiations (if any) on various terms and conditions etc.

First, only technical bids/envelopes of all bidders will be opened by the Bank. Applications will be technically evaluated and scores shall be assigned as detailed below. Bidders qualifying the technical evaluation shall then be called for opening of commercial bids.

10.1 TECHNICAL EVALUATION

The process of evaluation is detailed hereunder:

All the bids (applications) will be evaluated based on "Eligibility Criteria" mentioned under Point No.3. Bank will short-list those agencies which satisfy the eligibility criteria in all respects for technical evaluation.

The short-listed agencies will be advised to make a presentation to the evaluation Committee on their capabilities, experiences, etc. and showcase their work done for other clients. These agencies will be

given sufficient notice for this presentation (minimum 1 week). This presentation will include a strategy suggestion for Punjab National Bank, outlining the agency's understanding of the bank. Presentation will be made to the evaluation committee only by those agencies which are found to be eligible at PNB Head office in Dwarka. Reference can be made to PNB corporate website www.pnbindia.in & social media platforms for PNB related data.

The broad (indicative) evaluation criteria are as below:

Sr No.	Criteria (Part –A)	Range of Marks	Maximum marks
1	Average annual turnover for the last three financial years 2019-20, 2020-21 & 2021-22:	1. If Turnover \geq 25 to 50 crores - 5 marks 2. If Turnover >50 to 75 crores - 10 marks 3. If Turnover >75 crores - 15 marks	15
2	Total Staff Strength with professional efficacy with full back office support of technical staff viz. creative director, visualizers, designers, copywriters, media planners etc. and have done similar works as defined in the scope of work.	1. If 20 personnel in back office support-5 marks 2. If >20 to 40 personnel in back office support- 10 marks 3. If >40 to 60 personnel in back office support-15 marks	15
3	Experience in Advertising, branding and designing business (offline media) as on 30.06.2022	1. If Experience \geq 7 to 10 years:10 marks 2. If Experience of more than 10 years -15 marks	15

4	Experience in digital marketing/campaigns as on 30.06.2022	1. If Experience upto 03 years work experience in Digital/Online publicity marketing/campaigns - 05 marks 2. If Experience of more than 03 years -10 marks	10
5	Agency should be empanelled as advertising agency for at-least 3 Banks (out of which one should be PSB) in last 3 years.	1. If empaneled with ≥ 3 to 5 Banks: 10 marks 2. If empaneled with more than 5 Banks: 15 marks	15

Note: Only those bidders who score at least 50% marks in Part - A will be called for presentation.

Sr No.	Criteria (Part –B)	Range of Marks	Maximum marks
1	Presentation	1. Understanding of present position/ perception about Bank in the market – 10 marks 2. Communication delivery concepts – 10 marks 3. Action plan/ strategy proposed for the Bank to enhance its presence in media & leverage the same for business – 10 marks	30

Based on the above evaluation, bank will assign marks to all agencies and rank them accordingly. Based on a minimum marks fixed by the Bank, at its discretion, Bank will short-list agencies and these agencies will be called “Qualified Agencies”.

The bidders who score at least 50% marks both in Part A and Part B (i.e. at least 50 marks out of total 100) for the Technical Evaluation, will be eligible for the commercial bid opening stage.

These “Qualified Agencies” will be considered further for “Techno- Commercial Evaluation”. The evaluation score given to these agencies will be taken for further consideration.

10.2 TECHNO-COMMERCIAL EVALUATION

Bank, in this document, requests all the bidders (only technically qualified) to submit their “Commercial Bid” in the prescribed format.

This format requires the applicants to quote the “Rate of Creative Commission”.

This “Rate of Creative Commission” will be considered as primary parameter for techno-commercial evaluation.

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

In order to give due importance to the technical strengths of advertising agencies, it has been decided to give weightage to both technical score and “Rate of Creative Commission”.

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

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

LC =Lowest "Rate of Creative Commission" among the qualified agencies.

C ="Rate of Creative Commission" quoted by each agency

T =Technical Evaluation Score

HT =Highest Technical Evaluation Score among the "Qualified Agencies"

Wt =Weightage for Commercial evaluation = 30%

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

The following is an illustration of the above procedure:

Sr.No	Service Provider	Technical Evaluation Score	Rate of Creative Commission	"Score"
1	XYZ Ltd	60	7 %	76.67 %
2	ABC Ltd	90	8 %	96.25 %
3	123 Ltd	90	9 %	93.33 %

In the above example, ABC 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 Creative Commission" quoted by this agency will be treated as benchmark rate for creative commission.

Bank would invite the 'qualified agencies' based on the above "Score" and seek the agencies to match the benchmark "Rate for Creative Commission". Agencies agreeing to this arrangement will be considered for empanelment. In case any of the agencies under consideration for empanelment has quoted the rate lower than the benchmark rate of creative commission, then the lower rate quoted by them will only be the Rate of Creative Commission for that selected agency.

The "Rate of Creative Commission" so computed shall remain fixed during the entire period of contract as detailed in point no. 09 of terms of payment and shall not be subject to variation on any account.

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

11. DOCUMENTS REQUIRED

Copies of Documents required to be submitted along with the proposal:

1. Certificate of Registration, PAN Card, GST Registration as applicable;
2. Memorandum/Articles of Association/Constitutional documents/Partnership Deed (as applicable)
3. The audited Balance Sheet, Profit & Loss A/c and Auditors Report for last three financial years i.e. 2019-20, 2020-21, 2021-22 to be enclosed;
4. Latest Certificate of full accreditation with INS, accreditation or registration with Advertising Standards Council of India (ASCI), Advertising Agencies Association of India (AAAI), DAVP/Bureau of Outreach and Communication, Indian Broadcasting Federation (IBF), Prasar Bharati Latest Office Address Proof Delhi and other Offices, if any, viz. utility bills (not more than 02 months old), Shop & Establishment License, registered rent agreement/registered leased deed etc.
5. List of Employees – Branch Office wise & Break up of Permanent or on retainer ship basis employees.
6. Copy of power of attorney or board resolution in favors of Authorized person signing the

document.

7. List of Banks/Public Sector Undertakings (PSU)/Financial Institutions (FI) or any other major corporates in Banking, Financial Services & Insurance(BFSI) sector where agency is currently empanelled. Certificate of Empanelment from concerned Govt./Public Sector Undertaking/Public Sector Bank or its subsidiaries as per Annexure 4 (not more than 01 month old) in support thereof to be enclosed.
8. Copies of work order for releasing major advertising campaigns of single product/services/brand campaign undertaken during the last three financial years along with satisfactory performance certificate for the same from the Advertiser/client as per Annexure 5.
9. Notarized Certificate as per Annexure 6 stating
 - that no overdue to any publication/electronic/digital/any other media for more than 90days;
 - Agency should not have been blacklisted/banned/debarred by /Central Public Procurement Portal/DFS/IBA /State Government/Public Sector Undertakings/Banks/RBI/any other Corporates /any regulatory authority.
 - No legal, civil, criminal, taxation and other cases pending against the firm/ Company that may have an impact affecting or compromising the delivery of services required.
10. The format for proposal for selection of advertising agencies is as per Annexure 3 and the format for Certificate required for Empanelment is as per Annexure 4.
11. All other documents as mentioned in general eligibility criteria.

12. SUBMISSION OF BID:

Bank will be following the e-procurement process. The complete details of the requirements for participation in the e-procurement process of the Bank are available on the website <https://etender.pnbnet.in> which may be referred for details & clarification. It is mandatory for the bidder to get itself registered on Bank's website for submission of online bids.

Note: - Technical bids will be opened in the presence of bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be published on Bank's website (www.pnbindia.in & <https://etender.pnbnet.in>) wherever feasible. Further, please note that commercial bid opening date and time will be intimated to the technically qualified bidders at a later date.

1. Online tenders are invited on item rate basis on behalf of Punjab National Bank from experienced & reputed agencies (proprietary/ partnership/ company/ organization) registered in India under Companies Act, who fulfill the eligibility criteria mentioned in the tender in two envelopes containing (1) Technical Bid (2) Commercial bid along with a separate envelope with EMD. Commercial bid shall be submitted online.
2. The Bidders intending to participate in this tender are required to get enrolled on the Bank's website i.e. <https://etender.pnbnet.in> Enrolment on the above mentioned website is mandatory.
3. As the bids of the Bidders have to be digitally signed by the Electronic/Digital Signature of the respective Bidder before submitting the bids online, the bidders are advised to obtain Electronic/Digital Signature Certificates (Class III & above both encryption & Signing) in order to bid for the tender.
4. The Tender Documents containing detailed terms & conditions can be downloaded online directly from the portal <https://etender.pnbnet.in> (or pnbindia.in) as per tender schedule attached and shall be submitted online.

5. Bidders may submit their queries regarding any technical clarification before 14.09.2022. No queries shall be entertained after last date fixed for acceptance of queries.
6. Pre-bid meeting is scheduled on 09.09.2022 at 15:00 hrs. Intending bidders who are willing to participate in the tendering process may attend the Pre-Bid meeting at scheduled time.
7. Clarifications of Bank on RFP may be downloaded from the "Corrigendum / Addendums" section of the above mentioned portal after clarification on queries. No deviation on the above shall be entertained by the Bank thereafter.
8. Based on the clarification of conditions by the Bank, an intending bidder shall submit its unconditional acceptance on the prescribed format along with tender document.
9. Price bid of only those bidders shall be opened who meet the technical evaluation criteria as mentioned in para no. 10.1 and are acceptable to the Bank. The bidder who do not submit the EMD in the form of Bank draft, as the case may be, their tenders shall be summarily rejected.
10. First E.M.D. Envelope shall be opened, and if the hard copy of the same is received on time on or before 21.09.2022 only then technical bid shall be opened online. Hard copy i.e. the Demand Draft in favour of Punjab National Bank for an amount of Rs 100000/- towards EMD is to be submitted physically by the bidder in the office of the **Asst. General Manager, Corporate Communication Division, Punjab National Bank, 'West' Wing, 1st Floor, Plot 4, Sector 10, Dwarka, New Delhi -110075 on or before 21.09.2022.**
11. The price bid of technically eligible bidder who meets the eligibility criteria stipulated in tender documents will be opened online in the presence of participants or representatives of participant bidders as per the schedule attached. The Date for opening of commercial bids shall be intimated later.
12. All disputes arising out of or in connection with this agreement shall be deemed to have arisen in New Delhi and only the courts of New Delhi shall have the jurisdiction to determine the same.
13. Please note that hash preparation, bid submission and bid re-encryption are compulsory activities, failing which bidder will not be able to submit the bids online.
14. For any further information/queries please contact **Chief Manager, Corporate Communication Division, 'West Wing', 1st Floor, Plot 4, Sector 10, Dwarka, New Delhi -110075, e-mail: - hoccd@pnb.co.in**
15. The Bank reserves the right to accept/reject any or all the offers submitted in response to this advertisement without assigning any reason whatsoever.
16. Please note that, on tendering procedure through the electronic tendering system refer to the Instructions for Using the Electronic Tendering System document available along with the tender documents on <https://etender.pnbnet.in>.
17. Bidder must submit documentary proof in respect of all above mentioned criteria while submitting the proposal. Proposal of bidders who do not fulfill the above criteria or who fail to submit documentary evidence thereon would be rejected.
18. It shall be mandatory to sign the integrity pact as mentioned in tender documents by the bidder failing which bidder will stand disqualified for tendering process and their bid shall be rejected summarily.

12.1 SEALED ENVELOPE

It will contain the Technical bid for empanelment of Advertising agency as per format (Annexure 1) enclosed & complete RFP document duly signed by authorized representative of the agency with company seal. This envelope will be super-scribed as **“Tender for empanelment of Advertising agencies – Technical Bid”**.

The name and address of the agency should be mentioned on the envelope.

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

Technical bid as per the format (Annexure1)

Corporate brochure of the agency (Soft copy may be emailed at hoccd@pnb.co.in).

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 'Advertising' 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 Goods and service Tax registration, latest Income Tax Return / PAN Card.

Proof of major campaigns handled: sample documents like creatives/artwork of published advertisement, TVC, Radio jingles, corporate films done for any recognized corporate house may be emailed at hoccd@pnb.co.in, any artwork/designs that the agency wishes to submit additionally in support of competency in respective field.

An undertaking that the agency, if appointed for empanelment, 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.

An undertaking to the effect that agency shall itself, for the activities like posters, photographs, exhibitions, TV/ Radio Jingle, Web based production etc. or any other services as desired by the bank, use only authorized captions, images, footages etc. with no copyright violation for the Bank work and shall indemnify Punjab National Bank for any losses or damages and including litigation, if any, arise due to use of such products/ materials for Punjab National Bank marketing activities.

The Earnest Money Deposit (EMD)

1.The Earnest Money Deposit (EMD) for the application related to Empanelment of Advertising Agencies shall be Rs. 1,00,000/- (Rupees One lakh only) in the form of Demand Draft or Pay Order or Bank Guarantee issued by a Scheduled Commercial Bank in India, other than Punjab National Bank, drawn in favor of Punjab National Bank payable at Delhi submitted along with the application Form.

2. In case, PNB is the sole Banker for the Bidder, a Letter of Comfort from PNB would be acceptable.

3.Application submitted without EMD will not be entertained.

4. No interest is payable for the period EMD amount is kept with the Bank.

5. In case of Non-selection, Bank shall return the EMD within one month from the date of Bid finalization.

6. The EMD will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity period as mentioned.

7. The EMD may be forfeited: -

- a) if a Bidder withdraws his Bid during the period of Bid validity i.e 20.09.2022 specified in this RFP;

- b) or if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract;
- c) or if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Work Order/Offer letter.

8. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

9. The tender fee for the application related to Empanelment of Advertising Agencies shall be NIL.

Exemption of EMD:

As per Rule 170 of GFR 2017, Micro & Small Enterprises (MSE) units and Start-ups are exempted from payment of EMD provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.

Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to get EMD exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD.
- iv. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without EMD will be summarily rejected and no queries will be entertained.

Open envelopes or envelopes which are not sealed will not be accepted.

Tender application complete in all respect may be submitted only to the **office of Assistant General Manager, Punjab National Bank, Corporate Communication Division, Head Office, 1st Floor, West Wing ,Plot No-4, Dwarka Sector 10, New Delhi** upto last date i.e 21.09.2022 till 15:00 Hrs. Documents received after due date & time shall not be entertained.

13. OTHER TERMS AND CONDITIONS:

13.1 SUBCONTRACTS

The Agency as and when required may subcontracts the work provided the intimation in writing of all collaborations be given to the bank and approval be obtained. However, such approval 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. Further, the Agency shall be solely responsible for any liability issues (ex. Copy rights issues) if arise on part of sub-contractors appointed by them.

13.2 SUBMISSION, RECEIPT AND OPENING OF PROPOSAL:

The original proposal, in English language, shall contain no interlineations or overwriting, except as

necessary to correct errors made by the Agencies themselves. The person who signed the proposal must authenticate such corrections.

An authorized representative of the Agency shall authenticate/sign all pages of the original Proposal. The authorization of such a representative shall be in the form of a letter or in any other form demonstrating that the representative has been duly authorized to sign and submit the proposal and shall be enclosed to the Proposal. The signed proposal shall be marked "ORIGINAL".

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 subjected to the deadline as extended.

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

13.3 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

13.4 CLARIFICATION OF BID DOCUMENTS BY AGENCY

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 (hoccd@pnb.co.in) indicated in the invitation of Bid latest by 05.09.2022 as specified at Page 2 of this document.

Punjab National Bank shall respond in writing or by E-mail to any request for the Clarification of the Bid Documents, which it receives by 14.09.2022. Such queries (without identifying the source) will be clarified by Punjab National Bank and will be displayed on Bank's website.

13.5 CLARIFICATION OF BIDS BY BANK

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.

13.6 AMENDMENTS IN DOCUMENTS

At any time, prior to the last date of submission of Bids, Punjab National Bank may, for any reason or without assigning any reason, whether at its own initiative or in response to a clarification requested by a prospective agency, modify bid documents by amendments.

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

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

13.7 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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.

13.8 OPENING OF BIDS BY PUNJAB NATIONAL BANK

Punjab National Bank shall open the Technical (Envelope I) and the Evaluation Committee will study the technical bids. The commercial bid will be opened only for agencies declared eligible and selected after technical evaluation as mentioned in this document. The commercial bid will be opened on a fixed date in the presence of authorized representatives of the bidders who wish to attend the bid opening.

Performance Bank Guarantee

Performance Bank Guarantee [PBG] for the amount with **validity period of 03 year(s)** is to be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank other than PNB and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Work order will be released only after receipt of the Performance Bank Guarantee. In case, PNB is the sole Banker for the Bidder, a Letter of Comfort from PNB may be accepted.

The PBG is required to protect the interest of the Bank against the risk of nonperformance of the successful Bidder in respect of successful implementation of the project which may warrant invoking of PBG, also if any act of the successful bidder results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

13.9 AWARD OF EMPANELMENT

Punjab National Bank shall consider empanelment of Agencies, whose offers have been found technically, commercially and financially acceptable and evaluated as the most suitable.

Bank will notify successful Bidder in writing by letter or email that its Bid has been accepted. Selected Agencies will have to enter into an agreement (along with NDA, Integrity pact etc.) with Punjab National Bank within 30 days of award of empanelment. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

13.10 ADOPTION OF INTEGRITY PACT

Punjab National Bank has adopted practice of Integrity pact (IP) as per CVC guidelines. The Integrity Pact as per Annexure 7 shall have to be executed.

The Bank has appointed Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract.

Sr No.	Name of IEM	Email Address	Mobile Number
1.	Dr. Sarat Kumar Acharya (Former CMD, NLC India Ltd.)	sarat777@rediffmail.com	9442118060
2.	Sh. Deepak Anurag (IA & AS, Retd.)	anuragd@cag.gov.in	9810676339

*** Please Note that IEM to be contacted only for tender related complaints** and not for general inquiries related to tender process/documents/inquiries.

13.12 ASSIGNMENTS

The Agency agrees that the Agency shall not be entitled to assign any or all of its rights and/ or obligations under this Tender and subsequent Agreement to any entity including Agency's affiliate without the prior written consent of the Bank. If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this tender shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Agency under this tender.

14. GENERAL TERMS AND CONDITIONS

- **CONFIDENTIALITY**

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

- **COST BORNE BY RECIPIENTS**

All costs and expenses (whether in terms of time or money) incurred by Agency in any way associated with the development, preparation and submission of responses in pursuant to this document 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 agency.

- **NO LEGAL RELATIONSHIP**

No binding legal relationship will exist between any of the Agencies who have submitted the bid/tender in pursuant to this document and the Bank until execution of a contractual agreement to full satisfaction of the Bank.

- **RECIPIENT OBLIGATION TO INFORM ITSELF**

The Agency must apply its own care and conduct, its own investigation and analysis regarding any information contained in the tender document and should check the meaning and impact of the information contained in this document.

- **INVITATION OF OFFERS**

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

The issuance of tender document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The Agency unconditionally acknowledges by submitting its response to this tender document that it has not relied on any idea, information, statement, representation, or warranty given in this tender document.

- **ERRORS AND OMISSIONS**

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

- **ACCEPTANCE OF TERMS**

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

- **LEGAL STATUS OF THE FIRM**

Multiple companies of the same group cannot be clubbed together for purpose of qualification. Each subsidiary will be considered as different entity. However, the companies with common or same director will be considered as single entity.

- The empanelled agency shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery/ performance of the services from time to time. Agency shall be responsible for adhering to norms of Advertising Standards Council of India (ASCI). Agency shall keep informed Punjab National Bank about any change in accreditation status of the

agency with INS, accreditation or registration with Advertising Standards Council of India (ASCI), Advertising Agencies Association of India (AAAI), DAVP/Bureau of Outreach and Communication, Indian Broadcasting Federation (IBF), Prasar Bharati.

- 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.
- The empanelled 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).
- 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.
- Punjab National Bank through its authorized officers shall have right to inspect the services regarding conduct of Advertising services for the Bank. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the agency.
- Punjab National Bank reserves the right to disqualify such agencies who have a record of not meeting contractual obligations against earlier contracts entered into with Punjab National Bank.
- Punjab National Bank reserves the right to blacklist/ban/debar an agency for a suitable period in case the agency fails to honor its bid without sufficient grounds.
- The Selected agency shall ensure secrecy of Advertising related brief, other data which is shared, its findings & recommendations etc.
- The selected agency/ agencies shall ensure proper typography and lay out for each advertisement so that minimum space will be spent as far as possible
- In case Punjab National Bank desires, the advertisement or other services to be published/ broadcasted in any other regional languages, free translation of advertisement text from English to regional languages shall be done by the agency free of cost and vice versa.
- 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.
- Models / actors used for Punjab National Bank for campaigns, individual advertisements etc. will be selected by the Bank.
- The empaneled Agency shall not use the name of the Bank or its logo to promote their business without prior permission from Punjab National Bank.
- The agency should be a “Class –I local supplier”

The general conditions shall apply in contracts made by the Bank for availing the services of empaneled agency.

15. CONTACTING PUNJAB NATIONAL BANK

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.

16. SETTLEMENT OF DISPUTE BY ARBITRATION

Any disputes and difference of any kind, whatsoever, arising out of or in connection with this contract or carrying out of the services, shall be settled amicably. If however, the parties are not able to resolve any dispute or difference amicably, the same shall be referred for arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 and any re-enactment(s) and or modification(s) thereof and of the rules framed there under. The venue for the arbitration shall be Delhi. The sole arbitrator shall be appointed out of a panel of three persons, who shall be presently unconnected to either party. The details of panel shall be sent by Bank to the Agency and the Agency shall communicate the desired name to the Bank within a period of 15 days of the receipt of the names, failing which the Bank shall appoint the sole arbitrator.

If the Bank fails to send to the agency the panel of three names as aforesaid, the agency shall send to the bank a panel of three names of persons who shall be unconnected to either party. If the Bank fails to appoint a sole arbitrator within 30 days from the receipt of the panel, the agency shall be entitled to appoint one of the person as sole arbitrator and communicate it to the bank. Court of Delhi will have exclusive jurisdiction on matters related and incidental to arbitration proceedings.

17. GOVERNING LAW

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 Delhi shall have exclusive jurisdiction for any dispute arising out of as in relation to this tender.

18. PRINCIPAL TO PRINCIPAL RELATIONSHIP

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 tender shall be deemed to constitute a partnership between the Agency and Bank here to, and neither party shall have authority to bind the other except as specifically provided for here-under. 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.

19. Bank's failure to exercise any right under this RFP or any subsequent agreement with successful bidder/advertising agency shall not constitute a waiver of any other terms or conditions of this RFP or said subsequent agreement with respect to any other or subsequent breach, or a waiver by Bank of its right at any time thereafter to require exact and strict compliance with the terms of this RFP or any subsequent agreement. In order to be effective, all waivers under this RFP must be in writing and signed by the Bank

20. Advertising agency /Bidder (in such capacity, the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) of the Bank (in such capacity, the "Disclosing Party") provided by the Disclosing Party or otherwise received by the Receiving Party hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any Person or entity other than those directors, officers, employees, agents, subcontractors of the Receiving Party who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights, under this Agreement. In addition, the Receiving Party shall take all Reasonable Steps to prevent unauthorized access to the Disclosing Party's Confidential Information; not use the Disclosing Party's Confidential Information, or authorize other Persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing the Receiving Party's obligations or exercising the Receiving Party's rights hereunder; upon the request of the Disclosing Party and a reasonable opportunity to comply, comply with any legal and/or regulatory requirements applicable to the Disclosing Party or its vendors regarding security and data protection; and promptly advise the Disclosing Party in the event it learns or suspects that any of the Disclosing Party's Confidential Information in the Receiving Party's possession has been revealed or improperly

acquired by any third party, and shall assist the Disclosing Party in its efforts to retrieve the material and mitigate the effects of the exposure or loss. As used herein, "Reasonable Steps" means steps that a Party takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care. The obligations under this clause shall survive in perpetuity or till the bank absolve the receiving party of its obligations with regard to confidentiality.

21. Bank shall not be liable for any failure or delay in the performance of its obligations under this RFP or any subsequent agreement to the extent such failure or delay or both is caused, directly or indirectly, without fault by Bank, by any reason beyond its reasonable control, including but not limited to, by fire, flood, explosion, earthquake, or acts of God, acts of state, , acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, , rebellions or revolutions, (each a "Force Majeure Event"). Bank if so delayed in its performance will immediately notify the agency by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting. However, the bank in such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event. "Force Majeure" will not include instance of commercial difficulty.

22. Notwithstanding anything contained in the RFP, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more Agency to provide like services concurrently or otherwise during the currency of this RFP or subsequent agreement.

23. LIMITATION OF LIABILITY

Agency's aggregate liability under the contract shall be limited to a maximum of the contract value.

In the following circumstances limitation of liability shall not apply and the Agency/Vendor shall be liable for actual amount of cost, damages, compensation, penalty etc. suffered by the bank.

Breach of the confidentiality provisions

Liability for an infringement of a third party's Intellectual Property rights (IPR);

Employment liabilities for agency/vendor and its staff relating to the period of their employment within contractual period while working with Bank including compensation to bank due to wilful misconduct of agency/vendor and employees of Vendor/ agency and;

Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.

Any other breach caused due to the non-performance of the obligations of the Agency/Vendor under the RFP/Agreement.

This limit shall not apply to third party claims.

24. The details of documents annexed are as under:

Annexures	Particulars
Annexure 1	Particulars for empanelment of advertising agencies– Technical Bid
Annexure 2	Particulars for empanelment of advertising agencies –Commercial Bid
Annexure 3	Format of proposal for selection of advertising agency.
Annexure 4	Format of certificate required for empanelment.
Annexure 5	Format for requirement for satisfactory completion of media campaign.
Annexure 6	Format for Declaration-cum-Certificate for No Over dues to any publications, Non blacklisting/banning/debarring by any Company and No legal/criminal/taxation/other case pending.
Annexure 7	Integrity Pact
Annexure 8	Self-Declaration for Local content
Annexure 9	Compliance Statement

Annexure 1

PARTICULARS FOR EMPANELMENT OF ADVERTISING AGENCIES –TECHNICAL BID
(To be submitted by advertising agencies on their letter heads)

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

Dear Sir/Madam,

We hereby offer to submit our request for empanelment of advertisement agency of the Punjab National Bank as per Tender Notice no. _ _ _ _ _

—
for “Empanelment of Advertising 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/ Bank guarantee of Rs. 1,00,000/-(Rupees One lakhs only) towards Earnest Money Deposit (EMD) in favor 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 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	
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 PSU / Government client).	
10.	List of Public/Pvt Sector Banks, NBFC's served in last 3 years	
11.	Have you served Punjab National Bank recently or in the past, if so, please attach copy of appointment of empanelment and other suitable proof such as copies of work orders at various times.	
12.	Details of awards in print media/ Visuals from the reputed publications like ASCI etc. (attach copies of certificates).	
13.	Why do you think that you are suitable to work with Punjab National Bank?	
14.	<p>Infrastructure facility available with the agencies.</p> <p>Are you a full service agency or limited service agency?</p> <p>No. of persons working (Separately for different offices)</p> <p>Whether Art Deptt. Exists.</p> <p>No. of creative team members</p> <p>If the full-fledged studio exists (Details)</p> <p>Language Translation facility</p> <p>Recording facilities.</p> <p>Number of Media experts Media survey subscriptions such as TAM, NRS, IRS, ABC etc.</p> <p>Research/Analysis tools</p> <p>Power backup. Computer hardware and software facilities.</p> <p>Working Days and hours.</p> <p>Any other</p>	

15.	Financial Position Rs. in Cr 2019-20,2020-21,2021-22 28 Turnover Profit/Loss Network (Copies of Audited Balance Sheet, Profit & Loss a/c with auditors Report to be enclosed for last 3 years as mentioned above)	
16.	PAN of the Agency.	
17.	Goods and Service tax no. (Attach copy)	
18.	TAN No.(Attach copy)	
19	Principal Banker & their Address	
20	Bank Guarantee details	
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 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
Designation:_____

Seal of the firm and date

Annexure 2**PARTICULARS FOR EMPANELMENT OF ADVERTISING AGENCIES – COMMERCIAL BID**

We hereby submit our Commercial Bid for empanelment of advertisement agency of the Punjab National Bank as per proposal Reference No.

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.	To be submitted online
02.	The contact details of person authorized to make commitments to the Bank	
03.	Creative Commission fee as a % of total media cost for new creative for all media.	

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 conflicts of interests and maintenance of secrecy.

In case at any stage, it is found 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

ANNEXURE 3**FORMAT OF PROPOSAL FOR SELECTION OF ADVERTISING AGENCY:**

Sr. No.	Brief Description	
1.	Name of the Agency/Firm	
2.	Constitution of Agency	
3.	Address of Registered Office with Contact Person(s), Telephone Nos., Mobile Nos.	
4.	Addresses of Branch Offices with Contact Person(s), Telephone Nos., Mobile Nos.	
5.	Name of the Proprietor/Partners/Directors	
6.	Date of Establishment	
7.	No. of years in Advertising Business	
8.	Details of Employees a) Creative Artists (Nos.) b) Media Planner(Nos.) c) Client Servicing (Nos.) d) Other Staff(Nos.) (Branch Office wise No. of employees, list along with permanent employees or on retainer-ship basis details)	
9.	Financial Position: (Rs. in Cr) 2019-20,2020-21,2021-22 Turnover Profit Net- worth (Copies of Audited Balance Sheet, Profit & Loss a/c with Auditors Report to be enclosed for last 3 years as mentioned above)	
10.	INS Accreditation : (Copy of Certificate to be enclosed)	Yes/No Since:..... yrs
11.	Prasar Bharti registration : (Copy of accreditation/registration certificates to be enclosed)	Accreditation/Registration Since:..... yrs
12.	List of Govt./PSUs/PSB or their subsidiaries where agency is currently empanelled. (Empanelment Certificate (not more than 3 months old) in support thereof to be enclosed as per Annexure III)	

13.	Details of key personnel, if agency is empanelled, who will work with PNB with qualifications, experience(in years), notable skills and achievements etc.				
14.	List of Major Corporate Clients Serviced:				
	Sr. No	Name of the Client	Billing for 2019-20 (Submit 3 bills of highest work order value)	Billing for 2020-21 (Submit 3 bills of highest work order value)	Billing for 2021-22 (Submit 3 bills of highest work order value)

15.	<p>Major Campaigns Handled for Single Product/Services/Brand during the last three financial years :</p> <p>(The work order(s) for major campaigns for single product/services to been closed along with performance certificate as per Annexure 5)</p>
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Sr. No.	Name of Campaign	Media Used	Amount Spent	Nam of Client

16.	Whether agency has resource (In-house or Outsourced) to handle multi-lingual publicity campaigns, with proficiency and proof reading facilities in all Indian Languages.	Yes/No If Yes, In house/ Outsource
17.	Whether blacklisted/banned/debarred by any Central/State Government/Public Sector Undertakings/any other Corporate(s)	Yes/No If Yes details thereof
18.	Whether involved in any major litigation or any legal, criminal, civil, taxation and other cases pending against the company	Yes/No If Yes details thereof

We certify that the above particulars are correct and we understand and agree that if any statement is found to be false or not correct, PNB reserves the right to remove our name from the panel, if empanelled, with immediate effect and PNB's authority in this regard is full and final. We understand and agree that the empanelment does not obligate PNB in any manner. We also understand that PNB has the right to cancel the name of the agency from the approved lists at its absolute discretion at any time during the term of the empanelment.

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency:

Annexure 4

(On letterhead of the Company duly stamped and signed)

Date:

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s_____ is our empaneled advertising agency for more than _____Years.

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

(AUTHORISED SIGNATORY)

NAME:

DESIGNATION:

Annexure 5

(On letterhead of the Bank/Company duly stamped and signed)

Date:

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s.....has satisfactorily completed the Media campaign of our bank/company during the period from To

(AUTHORISED SIGNATORY)

NAME :

DESIGNATION:

Annexure 6

NOTARIZED AFFIDAVIT

TO WHOMSOEVER IT MAY CONCERN

This is to certify that our Agency does not owe any money to any Publication/TV Channel/Radio or any other media for more than 90 days and our Agency has not been blacklisted/banned/debarred 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 the Company/Agency that may have an impact affecting or compromising the delivery of services required.

(AUTHORISED SIGNATORY)

NAME :

DESIGNATION:

Annexure 7

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 advertising 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: -
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.

- 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.
- 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.
- 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.
- 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

- 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.
- 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

- 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.
- 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

- In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.
- The Principal Contractor will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- The Principal Contractor 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 invalid, 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.....

Witness1:
(Name & Address)

Witness2:
(Name & Address)

Annexure- 8

SELF CERTIFICATION OF LOCAL CONTENT (To be submitted in the letter head of the bidder)

**Assistant General Manager,
Corporate Communication Division
Punjab National Bank,
West Wing, 1st Floor,
Plot 4, Sector 10, Dwarka,
New Delhi -110075**

Dear Sir,

I/ We hereby declare that

M/s meets the “Local Content” requirement for “Class-I Local Supplier”, as required by the Bank in this tender specifications. “Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum “local content” as prescribed for Class-I local supplier as per DPIIT vide OM P-45021/2/2017PP (BE-II) dated 16.09.2020 issued the Public Procurement (Preference to Make in India) Order 2017-revision.

The “local content” requirement to categorize a supplier as “Class-I local supplier” is minimum 50%. “Local content” means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Sign & Seal of Proprietor/Authorized representative.

Annexure- 9

COMPLIANCE STATEMENT

DECLARATION:

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid not submitted in proper format as per Tender Document.

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 Tender Document. (Any deviation may result in disqualification of bids).	

Signature:

Seal of company