

TENDER FOR ENGAGEMENT OF PR AGENCY FOR PUNJAB NATIONAL BANK

Office of Issue: CORPORATE COMMUNICATION DIVISION
PUNJAB NATIONAL BANK, HEAD OFFICE
PLOT NO-4, 1st FLOOR, DWARKA SECTOR 10
NEW DELHI-110075
Email: hoccd@pnb.co.in
Tel: 011-28044618

Date of Issue: 10.02.2023

Close of Tender : 02.03.2023

BID DETAILS IN BRIEF DESCRIPTION

Sl. No.	Description	Details
1.	Tender for Engagement	PR Agency
2.	Brief Description of Tender	Request for Proposal for Engagement of PR Agency
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- 011-28044618, Email: hoccd@pnb.co.in
4.	Date of Issue of e-Tender	10.02.2023
5.	Last Date of Submission of Queries	17.02.2023 email: hoccd@pnb.co.in
6.	Date of virtual Pre-Bid Meeting	21.02.2023 at 15:00 Hrs.
7.	Last Date by which Bank shall give replies to all queries	24.02.2023
8.	Date of hash preparation & online bid submission	02.03.2023 upto 15:00 Hrs.
9.	Close of Tender	02.03.2023 15:01 Hrs. to 16:00 Hrs.
10.	Time of re-encryption	03.03.2023 upto 14:00 Hrs.
11.	Last Date of Submission of bids along with supporting documents in hardcopy	03.03.2023 upto 14:00 Hrs
12.	Date and time for opening of technical bids	03.03.2023 at 15:30 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	Rs.5000/- (Five Thousand Only) +GST, as applicable) in the form of Demand Draft. in favor of Punjab National Bank
15.	EMD	Rs.200000/- (Two lacs only) in the form of Demand Draft/Bank Guarantee in favor of Punjab National Bank
16.	Performance Bank Guarantee	Rs.700000/- (Seven Lacs only)

- All the interested Bidders, who have not registered earlier with e-procurement site (<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, at least Two working days before the RFP submission date, to avoid last moment issues.
- Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately email us at hoccd@pnb.co.in.
- Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately email us at hoccd@pnb.co.in.
- Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that HASH SUBMISSION and BID RE-ENCRYPTION is a mandatory activity, failing which Bank will not accept the hardcopy of Technical bid.
- The commercial bids to be submitted online only.
- Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
- Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
- If Bidders have any queries, they may call us at Helpdesk Telephone No. 011-28044618 from 10.00 am to 05.00 pm (except Sundays and Bank holidays).

DISCLAIMER

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

This document is meant to provide information only and upon the express understanding that the recipients will use it only for the purpose set out herein. Bank reserves right of deviation or change in this document.

Whenever any change, amendment, alteration or deletion in the terms of RFP document is warranted it will be notified on Bank's website. While this document has been prepared in good faith, neither the Bank nor any of its officers or employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed. This document constitutes no form of commitment on the part of the Bank.

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.

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1. DEFINITIONS

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

2. 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 12,900 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. Bank has wide geographic presence across country catering the masses through top quality product and services. 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 PR Agency for building corporate reputation and public relations.

For the above purpose, PNB invites proposals from the reputed and qualified agencies for Engagement to the Bank's PR Agency for rendering the services as mentioned herein. The proposal will be the basis for formally signed contract with the selected PR Agency.

3. PROPOSAL

Punjab National Bank hereby issues request for proposal (RFP) for inviting bid application from reputed and qualified PR Agencies to submit their tender who fulfill the eligibility criteria as given below for Engagement of PR agency for building banks corporate reputation and positive brand image for a period of 3 years.

4. Objectives:

- 4.1 Building corporate reputation & goodwill and positive brand image of Punjab National Bank and its products.
- 4.2 Positioning PNB as one of the most preferred brand at all ends and in the consideration set of Retail and MSME customers for Banking requirements.
- 4.3 To increase visibility of Punjab National Bank brand amongst all its stakeholders.
- 4.4 Highlighting the products and services of PNB for various customer groups for sustaining and increasing visibility.
- 4.5 Preempting crisis situation & mitigating the crisis that threatens the Bank's image wherever required.

5. TARGET GROUPS

The PR assignment shall include the following target groups:

- 5.1 Customers of the Bank, Existing as well as Prospective.
- 5.2 Employees of the Bank (Including ex-employees)
- 5.3 Media & Influencers including Mainstream Media like Print & Electronic Media, Business Media, Regional Media, Trade Media like MSME magazines/portals, Business Media like Business newspapers/magazines/portals and Online/Digital Media.
- 5.4 Investors, Analysts, etc.

List mentioned above is indicative and not exhaustive.

6. ELIGIBILITY CRITERIA

The PR agencies meeting the mentioned eligibility criteria are only requested to apply for the Selection. Reputed agencies meeting the following eligibility criteria as on 31st December 2022 are eligible to apply. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluations.

6.1 Minimum Eligibility Criteria

Sr. No.	Eligibility Criteria	Documents Required
1	The Bidder must be an Indian firm /company/ 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 net worth of the agency should be positive during 2019-20, 2020-21 and 2021-22 in each financial year.	The Audited balance sheets, profit & Loss A/c and Auditors report for last 03 financial years 2019-20, 2020-21, 2021-22
3.	The agency must have earned fee from PR services of Rs. 15.00 crores during 2019-20, 2020-21 and 2021-22 in each financial year.	In case the Agency provides non PR services also, the fee Income from PR services only will be considered. Fee Income from PR activities should be certified by the Auditor. (Copy to be enclosed)
4.	The agency should be / should have been on the panel of at least 3 (three) BSE/NSE listed Companies on retainership basis, including atleast one Public Sector Bank/Private Sector Bank.	PR agreement with clients or Undertaking from clients on clients letter head along with self-certification of total list of clients duly signed by the authorized signatory. Certificate of satisfactory performance (Not more than 03 months old) for the contract as per Annex-3
5.	The Agency should have experience of at least 5 years as on 31 st December, 2022 in PR field and have done similar work as defined in the scope of work.	Proof and list of the work done in last 5 years in PR field. Certificate of satisfactory performance for the same from the client as per Annex-3
6.	The Agency should have full- fledged Office in Delhi/NCR with the state-of-the-art infrastructure or should get it incorporated within 30 days from receipt of letter of Appointment from the Bank	A valid documented proof of the office address which includes Certificate of incorporation / Partnership Deed etc. to be provided.

		In case of non-compliance within the timeframe mentioned, Bank reserves the right to de-panel the agency without assigning any reason thereof.
7.	<p>The agency should have offices in minimum 5 cities where our Bank has Zonal Offices (ZO)</p> <p>List of ZO enclosed as Annexure-H.</p> <p>However, the Bank may advise the agency at any time to have their office in any particular location.</p>	<p>A valid documented proof of the office address which includes Certificate of incorporation / Partnership Deed/Rent agreement/Latest Utility Bill etc. to be provided.</p> <p>Undertaking to setup office at required location within 30 days to be provided.</p>
8.	<p>The agency should have minimum staff strength of 15 full time employees having relevant experience and engaged into PR related role to support timely service within the scope of work.</p> <p>2 manpower resources having proficiency in English & Hindi language to be permanently allocated at Corporate office in Delhi, who will work for PNB only and no work of other clients to be entertained.</p>	<p>Agencies will enclose necessary documents (PF statement/ payroll statement, proof of experience etc) along with application.</p> <p>Profile of permanent PR professionals of agency who will work for PNB to be provided as per Annex-F.</p>
9.	The Agency should have the resources to handle multi-lingual press release and PR works with proficiency and proof reading facilities in all Indian Languages in addition to English and Hindi.	Proof of Work done in Indian languages.
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-D
11.	The Agency should not be involved in any arbitration history with past clients (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-D

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.

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

6.2 General Eligibility Criteria

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

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

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

6.2.3 Agency submitting the proposal must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Attested true photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Agency/s independently.

6.2.4 The language of the tender process will be English.

7. SCOPE OF WORK:

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

7.1 PR Strategy: Long Term & Short Term:

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

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

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

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

7.2 Media Management:

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

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

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

7.2.4 Amplify editorial announcements on all key platforms.

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

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

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

7.2.8 Interact with officials of the Bank from various divisions on regular basis to create a communication calendar/ strategy based on known internal and external communication opportunities.

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

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

7.3 Market Intelligence:

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

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

7.3.3 To prepare latest data on readership, viewership, listenership, unique visitors of Print/electronic/digital media etc for doing analysis for national and regional level publicity campaigns at regular intervals.

7.3.4 To provide information for business development and image building.

7.3.5 Tracking of Electronic, Social media and Digital campaigns

7.4 Crisis Management and Damage Control:

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

7.4.2 To prepare a proactive strategy for crisis communication and chalk out the key message, communication plan and ensure effective implementation of the plan for desired results.

7.4.3 To track mainline, regional business and Trade publications, magazines along with the electronic & digital media to monitor specific coverage and perceptions about the Bank on day to day basis.

7.4.4 To manage reputation of the Bank during crisis hours on real time basis

7.5 Investor Relations Management:

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

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

7.6 Digital Online Reputation Management:

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

7.6.1 Tracking and listening

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

7.6.3 Response and Redressal

- 7.6.4 Crisis Mitigation – Positive content seeding
- 7.6.5 Preparation of Reputation Matrix of the bank as and when desired.
- 7.6.6 Designing and developing digital assets like blogs, newsletters, videos, and info graphics.

7.7 Communications: Internal & External

- 7.7.1 To assist in publishing of House Journal / Magazines and other modes of internal communication.
- 7.7.2 To assist bank in identifying internal communication opportunities and draft all internal communication matters.
- 7.7.3 To Design a suitable communication policy and plan based on long term and short term objectives
- 7.7.4 To provide media training programs for key personnel / identified spokesperson (s) of the Bank at the Corporate Office or anywhere as may be desired by the bank at agency's cost.
- 7.7.5 To provide suitable media training programmes for PR officials and identified officials of different verticals of the Bank at the Corporate Office or anywhere as may be desired by the bank at agency's cost.
- 7.7.6 To devise methods and communication strategy for better investor and analyst relations.
- 7.7.7 To draft all external communication matters including but not limited to articles / speeches / Press Release.
- 7.7.8 To guide the Bank for communication to maintain relationship with all stakeholders.
- 7.7.9 Media audit / perception study once in a year.
- 7.7.10 To provide media tracking report on daily basis and also a monthly report on PR activities conducted and the results.
- 7.7.11 To conduct the meeting with all the related agencies to discuss media planning on regular basis.
- 7.7.12 To do the content Management for offline and online media as and when required by the Bank.
- 7.7.13 Language proficiency in major Indian Languages apart from English and Hindi
- 7.7.14 To provide transcript for better media input and media briefing.

7.8 Event Management

To organize Press Conferences, Product launches, Seminars, Investors Meet, Analyst Meet, Road shows, etc across Pan India. Agency to provide sufficient manpower apart from permanent two employees placed at Head office at the required location for the aforesaid events as per the mutual understanding.

7.9 PERCEPTION RESEARCH

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

7.10 DEMOGRAPHIC CENTERS FOR PUBLIC RELATIONS ACTIVITIES:

Punjab National Bank with pan India presence and head quartered/having corporate office at Dwarka, New Delhi is the main focal point for all its Corporate Guidance and Control. The selected Bidder should also assist Zonal/Circle offices of the Bank as and when required within the scope of this tender.

7.11 TRAINING

- To provide media training programmes for key personnel / identified spokespersons of the Bank.
- To provide suitable media training programmes for PR officials and identified officials of Business Verticals in the Bank.
- The PR agency shall undertake to provide training and conducting workshop on PR skills/strategies to identify staff as and when required by the Bank with no additional cost at Bank's Corporate Office / any other place as per requirement of the Bank.

7.12 DELIVERABLES:

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

The above Scope of work for different functions are not exhaustive and may contain the functions as required by the bank and as per the official Gazette / notification of the Government of India, DFS, Ministry of Finance and Regulatory authorities, as communicated from time to time during the course of the contract.

8. PERIOD OF ENGAGEMENT

The contract period of the PR agency shall be for a period of 3 (Three) years. The engaged agency work is to be reviewed annually and if services of the agency are not found satisfactory, the bank reserves cancel the contract at any point of time.

However, the Bank reserves its right to extend the agreement after 3 years in case of exceptional circumstances only leading to delay in process of fresh Engagement after due approval from MD & CEO of the Bank on same terms and conditions.

The extension will be for 6 months or till engagement with new agency through tender process whichever is earlier.

09. PERFORMANCE OF THE AGENCY

09.1 PNB requires that the engaged agency shall deliver and perform services in accordance with the time schedule specified by the Bank in its work order specification, scope of the project and other terms & conditions as specified in the tender/SLA/Contract. It also covers Saturdays/Sundays and other holidays where the bank may require services.

09.2 In case of any damage to the image of the bank due to any mismanagement in the handling or execution of the Public Relation activities by the agency or its subcontractors, the agency will be liable to pay 3 times the cost of the retainership to the bank within 30 days or else bank will take legal action against the agency.

09.3 If the agency uses the brand name of the bank for any other commercial purpose without the Bank's permission, agency will be liable to pay the penalties as per Bank guidelines.

09.04 If the agency leaves the PR work incomplete after starting it due to any reason, the agency would have to pay 3 times the cost of the monthly retainership to the bank.

09.05 If the Agency fails to complete the work as per the specifications and to the satisfaction of the Bank, the Bank reserves the right to cancel the agreement and invoke the Performance Bank Guarantee.

10. TERMINATION ON CONTRACT ON DEFAULT

10.1 Bank shall have option to terminate / cancel the process at any stage without any prior notice.

In the following events, Bank shall terminate this assignment or cancel contract if agency:

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

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

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

10.1.4 Rendering of sub-standard and unsatisfactory services.

10.1.5 Delay in delivery / installation / commissioning of services.

10.1.6 abandonment of the work or any part thereof by the bidder.

10.1.7 If the services provided by the bidder are not found satisfactory.

The decision of the bank regarding quality of services shall be final and binding on the bidder.

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

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

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

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

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

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

10.4 In the event, the Bank terminates the contract in whole or in part pursuant to the

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

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

10.6 In the event of Termination on account of failure of the Bidder to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee(s)/Security(s) given by the Bidder.

11. SET OFF

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

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

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.

12.1 Online tenders are invited on behalf of Punjab National Bank from experienced & reputed agencies (proprietary/ partnership/ company/ organization) who fulfil 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.

- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 Bidders may submit their queries regarding any technical clarification before 17.02.2023. No queries shall be entertained after last date fixed for acceptance of queries.
- 12.6 Pre-bid meeting is scheduled on 21.02.2023 at 15:00 hrs. Intending bidders who are willing to participate in the tendering process may attend the Pre-Bid meeting at scheduled time.
- 12.7 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.
- 12.8 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.
- 12.9 Price bid of only those bidders shall be opened who meet the technical evaluation criteria as mentioned above 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.
- 12.10 First E.M.D. Envelope shall be opened, and if the hard copy of the same is received on time on or before 03.03.2023 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.2,00,000/- 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 03.03.2023.**

- 12.11 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.
- 12.12 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.
- 12.13 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.
- 12.14 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 or cal at [011-28044618](tel:011-28044618).**
- 12.15 The Bank reserves the right to accept/reject any or all the offers submitted in response to this advertisement without assigning any reason whatsoever.
- 12.16 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>.
- 12.17 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.
- 12.18 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.

13. SEALED ENVELOPE

It will contain the Technical bid for Engagement of PR 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 Engagement of PR Agency – Technical Bid”**. 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 03.03.2023 till 15:00 Hrs. Documents received after due date & time shall not be entertained.

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 Public Relations PR" as business of the firm.
- In case of any change in the agency's status due to Merger or Acquisition etc., Kindly provide the documents to support the statutory positions of the agency.
- Certificate of incorporation.
- Copy of Goods and service Tax registration, latest Income Tax Return / PAN Card.
- Proof of major PR activities handled and may be emailed at hoccd@pnb.co.in, any other major work that the agency wishes to submit additionally in support of competency in respective field.
- An undertaking that the agency, if appointed for ENGAGEMENT, 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.
- 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.
- All Documents as per Form-A of Annexure 1
- All other documents as mentioned in general eligibility criteria and any other relevant necessary document.

14. COMMERCIAL PROPOSAL

14.1 The commercial proposal for monthly retainership fees as per scope of work shall be quoted in a separate sealed cover. **(Annexure-2). Rates to be quoted online only.**

14.2 The fee quoted shall be exclusive of all taxes. The commercial proposal shall not include any conditions attached to it and any such conditional commercial proposal shall be liable for rejection.

OTHER TERMS

14.3 The quoted prices should be in Indian Rupees only, exclusive of all taxes. Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.

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

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

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

14.7 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.

14.08 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 as per Annexure-A)

15. Non-refundable Cost of RFP/Application Fees

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

Application submitted without Application Fees will not be entertained.

16. The Earnest Money Deposit (EMD)

- 16.1 The Earnest Money Deposit (EMD) for the application related to Engagement of PR Agency shall be Rs.2,00,000/- (Rupees Two 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.
- 16.2 Application submitted without EMD will not be entertained.
- 16.3 No interest is payable for the period EMD amount is kept with the Bank.
- 16.4 In case of Non-selection, Bank shall return the EMD within one month from the date of Bid finalization.
- 16.5 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.
- 16.6 The EMD may be forfeited: -
- 16.7 if a Bidder withdraws his Bid during the period of Bid validity i.e 03.03.2023 specified in this RFP;
- 16.8 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;
- 16.9 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.
- 16.10 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.

17. Exemption of TENDER FEES & EMD:

As per Rule 170 of GFR 2017, Micro & Small Enterprises (MSE) units 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. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE company status, can claim exemption for EMD.
- iii. 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.

18. 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 PR agency, 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.

18.1 TECHNICAL EVALUATION

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

Technical Proposal in their absence.

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

18.1.2 All the bids (applications) will be evaluated based on minimum “Eligibility Criteria” mentioned under Point No.6. Bank will short-list those agencies which satisfy the eligibility criteria in all respects for technical evaluation.

18.1.3 The short-listed agencies will be advised to make a presentation maximum of 30 minutes duration to the presentation Committee on their capabilities, experiences, etc. and showcase their work done for other clients. These agencies will be given sufficient notice for this presentation. This presentation will include a strategy suggestion for Punjab National Bank, outlining the agency’s understanding of the bank. Presentation will be made to the 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	Max marks	Scoring Methodology
1	PR Agency experience	15	Full Marks (15 marks) Experience more than 15 Years 10 Marks: Experience: More than 10 yrs up to 15 Years 5 Marks : Experience 5 to 10 years
2	Clientele on retainership basis during last 3 years BSE/NSE listed Banking and Financial Services Institutions.	15	Full Marks (15) - clientele more than 10. (10) Marks – Clientele is more than 5 and upto 10. (5) Marks – Clientele is 3-5
3	Fee Income from PR services for the FY 2019-20, 2020- 21 and for 2021-22 2020-21 (Average)	15	Full marks (15) – Above Rs.50 cr. (10) Marks – above Rs 30 cr and upto Rs.50 cr (05) Marks – for Rs 15 cr and upto 30 cr

4	Network strength-Offices in cities where PNB has its Zonal Offices.	15	Full marks (15) - if offices are at more than 15 cities. (10) Marks – if offices are at more than 10 cities and upto 15. (5) Marks – if offices are at 5 upto 10 cities
5	Presentation of PR Agency <ul style="list-style-type: none"> ❖ Overall PR abilities (as per scope of work) ❖ Brief Pitch Presentation ❖ Contribution in Brand Building ❖ Ability with respect to Crisis Communication ❖ Investor Relations ❖ Digital PR ❖ Awards for PR campaigns ❖ Success Stories ❖ Others if any 	40	Subjective evaluation Based on Brief/Challenges of the Bank/Brand. <ul style="list-style-type: none"> ❖ How well the brief is understood. ❖ PR strategy proposed and implementation procedure
	Total	100	

18.1.4 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”.

18.1.5 The bidders who score at least 70% marks in Technical Evaluation criteria (i.e. at least 70 marks out of total 100), will be eligible for the commercial bid opening stage.

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

18.2 TECHNO-COMMERCIAL EVALUATION

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

18.2.2 This format requires the applicants to quote the “Monthly Retainership Fees” in line with scope of work.

18.2.3 This “Total Retainership Fees will be considered as primary parameter for techno-commercial evaluation.

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

18.2.4 In order to give due importance to the technical strengths of PR AGENCY, it has been decided to give weightage to both “technical evaluation” and “Rate of commercial evaluation”.

18.2.5 The commercial proposals of the listed bidders who have qualified in technical evaluation will be given a weightage of 30%. The combined score of technical proposal (70%) and commercial proposal (30%) will determine the H1, H2, H3 and so on. The agency with the highest combined score will be recommended for engagement as PR agency of the Bank.

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

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

LC = Lowest “Monthly Retainership Fees” among the qualified agencies.

C = “Monthly Retainership fees” quoted by each qualified 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 commercial evaluation	“Score”
1	XYZ Ltd	90	Rs.9 lacs	96.67
2	ABC Ltd	70	Rs.8 lacs	84.44
3	123 Ltd	80	Rs. 10 lacs	86.22

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

Based on this “Score”, the agencies will be ranked. Agency scoring the highest “Score” is considered as H-1 and the “Rate of commercial evaluation” quoted by this

agency will be treated as benchmark rate for Monthly Retainable fees.

The “Rate of commercial evaluation” quoted by qualified agency shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

Since Bank is proposing to engage ONE agency for corporate engagement. Agency agreeing to this arrangement will be considered for final Selection.

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.

_19. 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.

20. 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.

21. 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 17.02.2023 as specified at Page 02 of this document.

Punjab National Bank shall respond in writing or by E-mail to any request for the Clarification of the Bid Documents, by 24.02.2023. Such queries (without identifying the source) will be clarified by Punjab National Bank and will be displayed on Bank's website.

22. 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.

Clarifications/ details furnished by the Bank in writing alone shall be binding and shall form part of the tender document. Changes if any made in the tender conditions, consequent to the pre-bid meeting will be uploaded as a corrigendum in Bank's website. However, newspaper advertisement notifying the corrigendum will not be published. Hence the Bidders shall regularly visit/see the Bank's website for changes made, if any, in the tender document consequent to Pre-bid meeting.

The Bank may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Bank shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Bank or its employees or representatives shall not in any way or manner be binding on the Bank. All bidders must ensure that such clarifications / interpretations have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.

In case of a difference of opinion on the part of the Bidder/s in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

23. 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.

24. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY ORAL 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.

Any Bid not containing sufficient information, in view of BANK, to permit a thorough analysis may be rejected.

Notwithstanding anything contained in this tender document, the bank reserves the right to Terminate the tender even after award of contract but before signing an execution of contract by duly authorized official of the bank and the bidder.

25.OPENING OF BIDS BY PUNJABNATIONAL 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.

26. AWARD OF ENGAGEMENT

Punjab National Bank shall consider Engagement of PR Agency, whose offer 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 Agency will have to enter into an agreement (along with NDA, Integrity pact etc.) with Punjab National Bank within 30 days of award of engagement. 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.

27. Performance Bank Guarantee

Performance Bank Guarantee [PBG] will be Rs.700000/- with **validity period of 03 year(s)** in favor of Punjab National Bank, Delhi 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.

The guarantee should also contain a claim period of 03 (Three) months from the last date of validity.

In case of due extension of the Contract in any exceptional circumstances the validity period of the Performance Bank Guarantee should be got extended by the Bidder. The Bank reserves the right to invoke the bank guarantee in case the bidder fails to extend the guarantee.

The 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.

In case Bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall invoke the Performance Bank Guarantee submitted by the Bidder to recover penalty/damages. In case Bidder fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages and in case any excess amount is to be recovered, same will be adjusted against outstanding bills.

No interest on PBG will be paid by the Bank and bidder shall not have any claim regarding interest on PBG amount.

The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project or in the event of extending the agreement solely at the discretion of the Bank for such reasonable period as required by the Bank

28.SUBCONTRACTS

Subcontracting is prohibited. However, if due to some unavoidable circumstances, such requirement is needed in part or full, and then the successful bidder will have to obtain specific written permission from the Bank 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.

The contracting vendor is also responsible for ensuring that the sub-contractor comply with all the terms and conditions of this RFP including to maintain the confidentiality of the Bank's

information/documents etc. PNB shall deal with successful bidder only and any third-party contract made by it and terms & conditions associated therewith will not be binding on PNB.

29. ADOPTION OF INTEGRITY PACT

Punjab National Bank has adopted practice of Integrity pact (IP) as per CVC guidelines. The Integrity Pact as per Annexure.4 shall have to be executed.

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is as per (Annexure –4).

Signing of Integrity Pact (IP) with Bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract.

There shall be no negotiations regarding modification in the Integrity Pact and no such requests shall be entertained.

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 deepak_anurag@hotmail.com	9810676339

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

30. 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.

31. 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 PR Agency, not limited to those selection criteria set out in this tender document.

The issuance of tender document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. 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 engaged 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.
- 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 engaged Agency at its own cost will defend or settle any claim against Punjab National Bank to the effect that the engaged 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 PR services for the Bank. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the agency.
- Punjab National Bank 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.
- In case Punjab National Bank desires, the content or other services to be published/broadcasted in any other regional languages, free translation of content 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.
- The engaged 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 engaged agency.

32.CONTACTING PUNJAB NATIONALBANK

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.

Bidders are forbidden to contact PNB or its employees or its Consultants on any matter relating to their bid from the time of submission of financial bid to the time the contract is awarded save and except as required under the Bidding Documents. Any effort on the part of the Bidder to influence bid evaluation process, bid comparison or contract award decision may result in the rejection of the bid.

33.SETTLEMENT OF DISPUTE BY ARBITRATION

All disputes or differences or disagreement whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the RFP Documents or in connection with the contract /order placed by the Bank shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed as hereinafter provided and the award made in pursuance thereof shall be binding on the Parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal arising from order of arbitrator will be subject to the exclusive jurisdiction of courts at Delhi. The Courts of Delhi shall have jurisdiction in relation thereto. The Venue /Seat of Arbitration shall be Delhi.

For the purpose of appointing the sole Arbitrator referred to above, the Bank will send within thirty (30) days of receipt of the notice, to the bidder a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The bidder shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the Bank within (30) thirty days of receipt of the names. The bank shall thereupon without any delay appoint the said person as sole arbitrator. If the bidder fails to communicate such selection as provided above within the period specified, the Bank shall make selection and appoint the selected person as the sole arbitrator and same shall be binding upon the bidder.

The bidder shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the bidder which may also be adjusted by the Bank from the Performance Bank Guarantee, being treated as default so that the business of the Bank is not disrupted.

The venue of the arbitration shall be Delhi.

34. INDEMNITY

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

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

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

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

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

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

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

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

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

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

34.4 In the event the successful bidder does not fulfill its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this assignment.

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

35. GOVERNING LAW

This document and services hereunder shall be governed by and construed and enforced in accordance with the Laws of India.

36. PRINCIPAL TO PRINCIPAL RELATIONSHIP

The employees engaged by bidder shall be deemed to be the employees of company only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The bidder alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the terms of this Agreement shall be deemed to constitute a partnership or joint venture or employee- employee relationship between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor is there any master-servant relationship between the parties. The relationship is on principal to principal basis. Parties to this agreement are independent parties and nothing in this agreement shall make them joint venture, partners, employee, agents or other representatives of any party hereto, and none of the parties shall make any representatives that implies otherwise. Neither party is a legal representative of the other party, and neither party can assume or create any

obligation, representation, warranty or guarantee, express or implied, on behalf of the other party for any purpose whatsoever.

The bidder shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant labour law, including but not limited to, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, Code on Wages, 2019 as and when is notified by Government, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations as applicable, remain payable with respect to his personnel/employees. The bidder shall have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to its personnel/employees under applicable labour legislations/rules/regulations.

37. WAIVER

Bank's failure to exercise any right under this RFP or any subsequent agreement with successful bidder/PR 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.

38. CONFIDENTIALITY

The bidder agrees that it will not disclose any Confidential Information received to any third parties under any circumstances without the prior written consent of the other party and shall use the Confidential Information only for the purposes of achieving objectives set out in the Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same. The bidder may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Upon expiration or termination of the Agreement and on all amounts as due and payable to Service Provider under the Agreement having been received by bidder, all proprietary documents, or materials or any data provided by the bank and data gathered from sites which are directly related to any project under the Agreement shall be delivered to the Bank and no copies shall be retained by Service provider without the Bank's written consent. Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.

The Bidder further agrees that it shall not disclosed any confidential information of the Bank to third party without express consent of the Bank in writing. The Bidder also agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information. Even if a employee of the bidder leaves the job or his services are terminated/expires, the bidder shall ensure that he does not share any

confidential information of the Bank with third parties nor uses such it to derive unauthorized profits out of it. The bidder shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances. The obligation contained in this clause shall survive after the termination of this Agreement. Confidentiality of information shall be maintained and survive even after the Agreement expires or terminated. The Bidder shall indemnify the Bank against any loss suffered by Bank due to breach of confidential terms.

39. FORCE MAJEURE

Notwithstanding the above provisions, the successful Bidder 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"). For purposes of this clause —force majeure means an event beyond the control of the bidder but does not include commercial hardship or any difficulty in performance of the contract and not involving the Bidder's fault or negligence and not foreseeable. Bidder if so delayed in its performance will immediately notify the Bank 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 Bidder 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. Unless otherwise directed by the bank in writing, the Bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations (d) present pandemic of COVID-19 (e) Commercial Hardship.

40. 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.

40.1 Breach of the confidentiality provisions

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

40.3 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 willful misconduct of agency/vendor and employees of Vendor/ agency and;

40.4 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.

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

40.6 Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing services under this Agreement.

40.7 Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Agreement.

40.8 Bodily injury (including Death) and damage to real property and tangible property caused by successful bidder/s' gross negligence

40.9 This limit shall not apply to third party claims.

The liability of the bidder shall continue even after the expiry of the term of this agreement where cause of action has arisen during the tenure of this agreement.

For the purpose of the section, contract value at any given point of time, means the aggregate value of the purchase orders if any, placed by bank on the Bidder that gave rise to claim, under this tender.

The amount of loss, damages suffered by the Bank in the above case shall be determined by the Bank at its sole discretion and the same shall be final, conclusive and binding upon the bidder. The Bank may recover such loss/damage together with costs, expenses, charges etc. from the bidder from any amount payable by the Bank to the vendor or by debit to any of the accounts of the vendor with the Bank apart from initiating legal process for recovery of the loss and/or damage caused to the Bank.

41. SERVICE LEVEL AGREEMENT/ NON-DISCLOSURE AGREEMENT

The selected Agency shall execute (a) service level agreement, which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non- Disclosure Agreement (NDA) c) Integrity Pact. The selected vendor shall execute the agreements within a month from the date of issuance of LOA. ***The terms contained in this tender shall form part of the agreement and the Bank may add/modify/delete clauses in the agreement in line with the tender at the sole discretion of the Bank as per scope of the work ,considering the nature of the services to be provided by the vendor as well as requirement of the project/Bank and feedbacks of vendors as it deems fit..***

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

42. BUSINESS CONTINUITY PLAN:

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

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

43. MISCELLANEOUS

- (a) BANK reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of tender or even after award of contract.
- (b) Bank reserves the right to appoint a consultant at any stage during bidding process.
- (c) During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or consultant, any employee of the bidder. This shall not be applicable to the normal recruitment process of bank.
- (d) If EMD is forfeited for any reason, the concerned bidder will be debarred for 2 years from further participation in future tenders floated by the Bank as per sole discretion of the Bank.
- (e) Bids from any vendor whose EMD/BG has been invoked by the Bank in the last three years, will NOT be accepted.
- (f) At any point of time, if the Bank comes to know about vendor not having competence of participating in such type/scale of requirement or suppression of any material fact, the vendor will be disqualified from participating in further process or contract will be cancelled. Bank at its sole discretion, may decide to visit the offices of the vendor to verify its competence. **In case, in view of bank if the vendor is not capable enough to provide services to the Bank as per scope of the work, Bank reserves the right not to allow the vendor from further participating in the process.**
- (g) Vendor will have to comply with the provisions of all the applicable laws and shall be solely liable & responsible for compliance, government Rules/Regulations.

44. NON-EXCLUSIVITY

Notwithstanding anything contained, Bank reserves its right to appoint/engage one or more service provider(s) to provide like services concurrently or otherwise during the currency of this Agreement.

45. VERIFICATION:

Bank may, if deemed necessary, conduct verification of reference implementation to satisfy themselves on the performance of the solution/services offered with reference to their requirements.

The Bank reserves the right to verify all statements, information and documents submitted by the Bidder in response to the tender or the Bidding Documents and the Bidder shall, when so required by the Bank make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Bank shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Bank thereunder.

46. USE OF NAME/LOGO OF THE BANK:

The bidder shall not use for publicity, promotion or otherwise any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of the same of the Punjab National Bank or any of its affiliates or the name of any Bank's employee or agent without Bank's prior written consent. Violation thereof shall constitute material breach of the terms of the contract/Agreement and shall entitle the Bank to take appropriate actions as available to it in law and the tender. Any publicity relating to the work to be carried out towards the work is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission to Banks. The bidder or its employees or agents or directors will not make any statements or representations, directly or indirectly, orally, in writing, by word, or by gesture, to any person whatsoever about the services offered to the Bank.

47. NOTICES AND OTHER COMMUNICATION:

If a notice has to be sent to either of the Parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, addressed to the other Party at the addresses, email and fax number given in the contract.

Any Party may change the address, email address to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

A detailed contract agreement / SLA will be finalized after selection of successful bidder wherein bank may add/modify clauses of the terms and conditions in the Service Level Agreement (SLA) as per scope of work as well as requirement of the project/Bank and feedbacks of vendors as it deems fit.

48. The details of documents annexed are as under:

Annexures	Particulars
Annexure 1	Particulars for Engagement of PR AGENCY– Technical Bid (along with Form A)
Annexure 2	Particulars for Engagement of PR AGENCY –Commercial Bid
Annexure 3	Format of Letter of Engagement and Satisfactory performance
Annexure 4	Format of Integrity Pact
Annexure 5	Self-Declaration for Local content
Annexure 6	Compliance Statement
Annexure 7	Check list of Document submitted
Annexure A	Letter of Authorization
Annexure B	Bid Submission Letter
Annexure C	Certificate of Chartered Accountant
Annexure D	Declaration regarding Overdue, etc.
Annexure E	Status of Litigation Pending
Annexure F	CV of proposed staff
Annexure G	Format for seeking Clarification
Annexure H	List of Zonal offices of the Bank (presently 22)

Annexure 1

PARTICULARS FOR ENGAGEMENT OF PUBLIC RELATIONS (PR) AGENCY – TECHNICAL BID

(To be submitted by PR AGENCY 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 Engagement of PR agency of the Punjab national Bank as per RFP no._____ dated_____ for “Engagement of PR Agencies”. We unconditionally agree to abide by the Terms & Conditions specified therein.

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

Our brief profile is as under:

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

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, BFSI Segment / MNC / Others client).	
10.	List of Public/Pvt Sector Banks, NBFC's served in last 5 years	
11.	Have you served Punjab National Bank recently or in the past, if so, please attach copy of appointment of Engagement with PNB.	
12.	Details of awards in Public Relations (reputed National/International) - 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> <ul style="list-style-type: none"> ○ Are you a full service agency or limited service agency? ○ No. of persons working (separately for different offices) ○ No. of members in PR team. ○ If the full-fledged office exists (Details) ○ Language Translation facility ○ Recording facilities. ○ Research/Analysis tools ○ Working Days and hours. Any other 	
15.	<p>Network Strength</p> <ul style="list-style-type: none"> - India - Abroad 	

16.	Financial Position Rs. in Cr 2019-20,2020-21,2021-22 Turnover Profit/Loss Net worth Total PR billing (Copies of Audited Balance Sheet, Profit & Loss a/c with Auditors Report to be enclosed for last 3 years as mentioned above)	
17.	PAN of the Agency.(Attach copy)	
18.	Goods and Service tax no. (Attach copy)	
19	TAN No.(Attach copy)	
20	Principal Banker & Their Address	
21	DD/CHEQUE details a. Application fees b. EMD	
22	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 engagement, 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 of the Authorized person: _____

Designation: _____

Seal of the firm and date

LIST OF ENCLOSURES TO BE ATTACHED WITH TECHNICAL BID APPLICATION**[Form - A]**

Note: Check-List as per Annexure-7 may also be submitted.

Sr. No.	Description of the documents to be attached	To be with form A and marked as enclosure
1	Authorization letter (as per format of Annexure-A)	I
2	Bid submission letter (as per format of Annexure-B)	II
3	Certificate of Registration of Agency/Firm	III
4	Documents related to legal status of Agency (Memorandum /Articles of Association/ Partnership Deed etc. Mentioned at SN-4 of Annexure 1)	IV
5	Address proof of New Delhi Office (latest landline MTNL/Electricity bill/Registration with Shop & establishment Dept./ registered/rent agreement/lease deed)	V
6	Photocopy of statutory registrations (mentioned at Sr. No. 17 to 19 of proposal of Annexure 1)	VI
7	Copy of Audited Balance sheet of Agency/firm for last 3 years and latest B/S for FY 2022-23	VII
8	Auditor's Certificate regarding financials (as per format of Annexure-C)	VIII
9	Statement of accounts (mentioned at Sr. No. 20 of proposal of Annexure 1)	IX
10	Details and Supporting document/s for work sample / case studies / Market research articles	X
11	Photocopy of certificates etc. in support of Industry recognition	XI
12	Awards won in public relations (mentioned at Sr. No. 12 of Annexure 1)	XII
13	Declaration by Agency/Firm regarding overdue etc. (as per Annexure – D)	XIII
14	Self-certified list of NSE/BSE clients where Agency / Firm is presently engaged as PR Agency	XIV
15	Self-certified list of Public Sector/Private Sector Banks where Agency / Firm is presently engaged as PR Agency	XV

16	Self-certified list of NSE/BSE clients acquired by Agency/Firm in the past 5 years	XVI
17	Self-certified list of Public Sector/Private Sector Banks acquired by Agency/Firm in the past 5 years	XVII
18	Organizational structure chart of the Agency/Firm	XVIII
19	Status regarding litigations Agency/Firm has (as per annexure – E)	XIX
20	Curriculum Vitae of core staff (as per annexure – F)	XX
21	Photo copy of documents in support of professional qualification of core staff	XXI
22	Format for seeking clarifications on RFP (as per annexure – G)	XXII
23	Application money Rs 5,000/- (Rupees Ten Thousand Only)+GST, as applicable	XXIII
24	Earnest money deposit (EMD) - Rs 2,00,000/- (Rupees Two Lacs Only)	XXIV
25	Details and Supporting document/s for Experience of the organization of high-level Design and Layout at International level	XXV
26	Client Reference (As per Annexure – 3)	XXVI
27	Integrity Pact (as per Annexure 4)	XXVII
28	Self-certification Of Local Content (as per Annexure 5)	XXVIII
29	Compliance Statement (as per Annexure 6)	XXIX
30	Check List of Documents (As per annexure 7)	XXX
Other enclosures attached by the bidder to be marked accordingly		

Annexure 2

PARTICULARS FOR ENGAGEMENT OF PR AGENCY – COMMERCIAL BID (Strictly to be submitted online only)

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

Sr. No	Particulars	Details/Remarks / Charges
01.	Name and contact details of agency' head office.	To be quoted online only (Fees in figure) & (Fees in words)
02.	The contact details of person authorized to make commitments to the Bank	
03.	Monthly Retainership Fees in Rupees i.e. Monthly Fees for PR activities plus Applicable Taxes	

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 Engagement, 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

(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 / was our PR agency
from _____ on retainership basis to _____.

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

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

(AUTHORISED SIGNATORY)

NAME:

DESIGNATION:

Annexure 4

INTEGRITY PACT

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

Sub: Submission of Tender for Engagement of PR Agency.

Dear Sir,

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

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY PACT

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

And

M/s. _____ having its registered office at _____ hereinafter referred to as “The Bidder/Contractor”, expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

Preamble

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

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

Section 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 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 Subcontractor, 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)
Bidder/Contractor)

(For & On behalf of

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness1:
(Name & Address)

Witness2:
(Name & Address)

Annexure- 5

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- 6

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).	
Scope of work	We certify that the services offered by us for PR confirm to the Scope of work stipulated by you (Any deviation may result in disqualification of bids)	

Signature:

Seal of company

ANNEXURE 7

Check List of Documents submitted

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

9	Statement of accounts (mentioned at Sr. No. 19 of proposal of Annexure 1)	IX		Yes/No
10	Details and Supporting document/s for work sample / case studies / Market research articles	X		Yes/No
11	Photocopy of certificates etc. in support of Industry recognition	XI		Yes/No
12	Awards won in public relations (mentioned at Sr. No. 12 of Annexure 1)	XII		Yes/No
13	Declaration by Agency/Firm regarding overdue etc. (as per Annexure – D)	XIII		Yes/No
14	Self-certified list of NSE/BSE clients where Agency / Firm is presently engaged as PR Agency	XIV		Yes/No
15	Self-certified list of Public Sector/Private Sector Banks where Agency / Firm is presently engaged as PR Agency	XV		Yes/No
16	Self-certified list of NSE/BSE clients acquired by Agency/Firm in the past 5 years	XVI		Yes/No
17	Self-certified list of Public Sector/Private Sector Banks acquired by Agency/Firm in the past 5 years	XVII		Yes/No
18	Organizational structure chart of the Agency/Firm	XVIII		Yes/No
19	Status regarding litigations Agency/Firm has (as per annexure – E)	XIX		Yes/No
20	Curriculum Vitae of core staff (as per annexure – F)	XX		Yes/No
21	Photo copy of documents in	XXI		Yes/No

	support of professional qualification of corestaff			
22	Format for seeking clarifications on RFP (as per annexure – G)	XXII		Yes/No
23	Application money Rs 5,000/- (Rupees Ten Thousand Only)+GST, as applicable	XXIII		Yes/No
24	Earnest money deposit (EMD) - Rs 2,00,000/- (Rupees Two Lacs Only)	XXIV		Yes/No
25	Details and Supporting document/s for Experience of the organization of high-level Design and Layout at International level	XXV		Yes/No
26	Client Reference (As per Annexure – 3)	XXVI		Yes/No
27	Integrity Pact (as per Annexure 4)	XXVII		Yes/No
28	Self-certification Of Local Content (as per Annexure 5)	XXVIII		Yes/No
29	Compliance Statement (as per Annexure 6)	XXIX		
30	Check List of Documents (As per annexure 7)	XXX		
31				
32				
33				
34				
35				
36				
Other enclosures attached by the bidder to be marked accordingly				

Annexure – A

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

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

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

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

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

Signature :

Name of Signatory:

Designation :

Seal of Agency/firm/company Date :

Place :

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

Bid Submission letter (on Agency's letter head)

To,

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

Sir,

RFP NO: ENGAGEMENT OF PR AGENCY - SUBMISSION OF BID

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

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

Yours faithfully,

Signature with date:

Name of authorized signatory:

Seal of agency/firm

[ON THE LETTER HEAD OF AUDITORS /CHARTERED ACCOUNTANTS]

CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that

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

(Rs. In Crores)

Particulars	2019-20	2020-21	2021-22
Fee Income from PR services			
Net-worth			

The figures certified for the stated Financial Years are based on the Books of Account, Audited Balance Sheet of the Company and the records produced before us.

Signatures of Auditors / Chartered Accountants Name:

Seal

Place:

Date:

NOTARIZED AFFIDAVIT

TO WHOMSOEVER IT MAY CONCERN

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

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

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

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Annexure-E

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

STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER

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

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Annexure-F**Curriculum Vitae (CV) for Core Staff with one-page summary of experience**

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

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

(Signature of Authorised Signatory)

Name of the Authorised Signatory:

Firm Name:

ANNEXURE G**(Through Email only)**

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

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

SN	Page No.	Clause	Query
1			
2			
3			

Name of Authorized person:

Designation:

Mobile number:

Email id:

Annexure H

S. No.	ZONAL OFFICE
1	Agra
2	Ahmedabad
3	Amritsar
4	Bhopal
5	Bhubaneswar
6	Chandigarh
7	Chennai
8	Delhi
9	Dehradun
10	Durgapur
11	Guwahati
12	Hyderabad
13	Jaipur
14	Kolkata
15	Lucknow
16	Ludhiana
17	Meerut
18	Mumbai
19	Patna
20	Raipur
21	Shimla
22	Varanasi