

ੴ ਸ੍ਰੀ ਵਾਗਿਗੁਰੂ ਜੀ ਕੀ ਫ਼ਤਹਿ

**ਪੰਜਾਬ ਐਂਡ ਸਿੰਧ ਬੈਂਕ**  
(ਭਾਰਤ ਸਰਕਾਰ ਕਾ ਉਪਕ੍ਰਮ)



**Punjab & Sind Bank**

(A Govt. of India Undertaking)

*Where service is a way of life*

**TENDER FOR EMPANELMENT OF ADVERTISING AGENCIES  
FOR  
PUNJAB & SIND BANK**

<b>REFERENCE NO.:</b>	<b>TENDER NO. 01/2024</b>
<b>ISSUED BY:</b>	<b>PUNJAB &amp; SIND BANK, CORPORATE OFFICE, HO PUBLIC RELATION DEPARTMENT, NBCC TOWERS, GROUND FLOOR, BLOCK 3, EAST KIDWAI NAGAR, NEW DELHI - 110023</b>
<b>E MAIL:</b>	<a href="mailto:ho.pr@psb.co.in">ho.pr@psb.co.in</a>
<b>WEBSITE:</b>	<a href="https://punjabandsindbank.co.in">https://punjabandsindbank.co.in</a>

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**BID DETAILS AND BRIEF DESCRIPTION :**

S NO	SUBJECT	DETAILS
1	Tender Reference No	<b>TENDER NO. 01/2024</b>
2	Tender Title	Empanelment of Advertising Agencies (EOI)
3	Bank's Address for communication & submission of Application	Asstt. General Manager (PR), Punjab & Sind Bank, Corporate Office, HO Public Relation Department, NBCC Towers, Ground Floor, Block 3, East Kidwai Nagar, New Delhi – 110023
4	E-Mail address	<a href="mailto:ho.pr@psb.co.in">ho.pr@psb.co.in</a>
5	Bank's Website	<a href="https://punjabandsindbank.co.in">https://punjabandsindbank.co.in</a>
6	Date of Publication of Tender	<b>28.12.2023 from 10:00 AM</b>
7	Last date & time of submission of Pre-bid queries	<b>09.01.2024 till 3:00 PM</b>
8	Date and Time of meeting for clarification on queries	<b>11.01.2024 at 3:00 PM</b>
9	Venue of meeting for clarification of queries	Punjab & Sind Bank, Corporate Office, HO Public Relation Department, NBCC Towers, Ground Floor, Block 3, East Kidwai Nagar, New Delhi – 110023
10	Last date of submission of Applications	<b>17.01.2024 upto 4:00 PM</b>
11	Place of opening of Applications	Punjab & Sind Bank, Corporate Office, HO Public Relation Department, NBCC Towers, Ground Floor , Block 3, East Kidwai Nagar, New Delhi – 110023
14	Tender Fees (Non refundable)	<b>Rs. 5,000/- (Rs Five Thousand only)</b> plus applicable GST (Non Refundable) to be paid by way of Demand Draft in favour of Punjab & Sind Bank payable at New Delhi.

## **A. INTRODUCTION:**

Punjab & Sind Bank, hereinafter referred to as the “Bank”, established on 24th June 1908, was nationalized in the year 1980 having its Corporate Office at East Kidwai Nagar, New Delhi-110023 and Head Office at 21, Rajendra Place New Delhi -110008. The Bank is having a network of 1550+ branches/offices, spread across the length and breadth of the country with presence in all the States and Union Territories.

Punjab & Sind Bank, a leading Public Sector Bank having PAN India presence, invites sealed Application from reputed Advertising Agencies to submit their “**Expression of Interest**” who fulfills its eligibility criteria as given below for **Empanelment of Advertising Agencies** for handling print media, electronic media, outdoor media and social media communications and providing solutions to advertising requirements of the Bank.

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

Punjab & Sind Bank 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. Punjab & Sind Bank also reserves the right to reject all or any agency (ies) without assigning any reasons, whatsoever.

## **B. ELIGIBILITY CRITERIA:**

The Agency needs to comply with all the eligibility criteria mentioned below to be evaluated in eligibility bid evaluation phase. Non-compliance to any of these criteria would result in outright rejection of the Bidder’s proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant documentary proof will not be considered for evaluation. The decision of the Bank would be final and binding on all the parties.

Applicants should meet the following eligibility criteria and submit the supporting documents as mentioned against each criteria:

S No	Eligibility Criteria	Supporting documents required
1	The Bidder must be an Indian firm / company/ organization registered under applicable Act in India. Proposals from consortiums would not be entertained for this purpose	Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association (wherever applicable) and full address of the Registered Office.
2	The Agency should have their full fledged office in Delhi/NCR with state of art infrastructure, manpower and full back office support of technical staff viz. creative director, visualisers, designers, copywriters, media planners etc.	A Valid documented proof of the office Address. Necessary documents, CA Certificate and declaration by the Agency
3	The Agency should have experience of at least 5 years (Upto Tender Issue Date) in preparing Creative, undertaking advertising work including audio/video advertisements in the Banking industry.	Proof and list of work done in last 5 years in Advertising field. Copy of Work order/Bill for releasing major advertising campaigns accomplishing the work pertaining to the publicity related job in last 5 years.
4	The Agency should have the resources to handle multi-media, multi-lingual publicity campaigns, with proficiency and proof reading facilities in major Indian languages including Punjabi/Gurmukhi.	Copy of work order/s of work done in major Indian languages alongwith a self-declaration by the Applicant on Company's letter head.
5	The Agency should have sound financial position. i.e. Minimum Turnover Rs. 10 crore and should be profit making entity in at least two of the last three preceding financial years as	Audited Balance Sheet, P&L Accounts and IT Returns for FY 2020-21, 2021-22 and 2022-23 and latest CA Certificates with UDIN for

S No	Eligibility Criteria	Supporting documents required
	per the latest Audited Balance Sheet. This must be individual company turnover and not of group/subsidiary companies.	the last three financial years mentioning Turnover and Net Profit/loss for FY 2020-21, 2021-22 and 2022-23
6	The Agency should be on the panel of public/private sector banks and financial institutions, preferably minimum 3 public/private sector banks and financial institutions.	Empanelment letter & Certificates (not more than one month old) of satisfactory performance for execution of work on the letter head of the Bank or Financial Institution.
7	The Agency should have valid accreditation with Indian Newspaper Society (INS)	Copy of INS accreditation certificate
8	The Agency should not have been blacklisted/barred/disqualified by any Central/State Government/Public Sector Undertaking/Banks/Regulators/Statutory Body/Govt. of India Department	A self declaration by the Applicant on Company's letter head duly signed & sealed. However, Bank has the right to independently verify the same.
9	The Agency should not be involved in any major litigation (related to scope of work) that may have an impact affecting or compromising the delivery of services required.	A self declaration by the Applicant on Company's letter head.
10	Agency should have professionally qualified and experienced team to handle campaigns as per requirement of the Bank.	Agency should have strength of minimum 10 team members having professional/technical work-experience of minimum 05 years. Agency to provide details stating the educational qualification & professional work experience of their team members.

@Agency mentioned in Tender Document refer to "Advertising Agency"

### **C. TENDER FEES:**

**Tender fees - Rs. 5000/-\* (Rs Five Thousand only) plus applicable GST (Non Refundable)**

By way of Demand Draft favoring “Punjab & Sind Bank” payable at New Delhi issued by a Scheduled Commercial Bank. Further, all applicants shall have to comply the following:

- 1) Failure to produce the documents as necessary proof along with the Tender fee while submission of EOI proposal shall render the applicant ineligible for empanelment.
- 2) The applicant should submit only one DD for Tender Fee.
- 3) It may be noted that the tender fee will not be refunded to any prospective applicant under any circumstances including cancellation of EOI.

*\* All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognized by DIPP) are exempted from submission of Tender Fee. Relevant certificates should be submitted by the bidder in this regard to avail exemption.*

### **D. DETAILED SCOPE OF WORK:**

The Bank will require services of the Advertising Agencies for the below mentioned broad categories of work:

- 1) Prepare brand building strategies aimed at positioning the Bank and its various products and services appropriately in chosen market segment and enhancing the Bank’s overall brand equity. The strategy suggested should be backed by research on the marketing communication trends and the behavior of customers and the general public at large. The Agency will study the Bank’s products vis-à-vis offering by the competitors and evolve Unique Selling Propositions and positioning strategies.
- 2) Conceptualization of creative(s) and designing of creative campaign for image development and promotion of business of the Bank.
- 3) Designing layouts for Brochures/Leaflets, Posters/Bulletins/Newsletters, Stage Backdrops, Annual Reports/Press Booklets etc. besides designing the layouts for the tender/notices/statutory ads etc.
- 4) Designing layouts for calendars and diaries of the Bank.
- 5) Planning media campaign for the Bank.

- 6) Developing creatives for release of our advertisements in print, electronic, social and outdoor media etc.
- 7) Development of TV Commercials, short films and Radio Jingles on our various products and services.
- 8) Event Management support for arranging programmes like campaign for pre launch and launch of new products / Conferences / AGM / EGM / Exhibitions etc.
- 9) To develop suitable product promotion strategy and execute promotional campaigns in Print Media, Electronic Media, Cinema (including multiplexes), contests, etc. in order to directly influence the Bank's Business Development at operational level.
- 10) Giving support in PR activities and any other work related to corporate publicity, media campaign, etc.

**E. PROCEDURE FOR EMPANELMENT AND EVALUATION PROCESS:**

The Bank will formulate a committee(s) for making evaluation. This committee(s) will evaluate the application submitted by the applicant and the advertising agencies fulfilling the Eligibility Criteria will be shortlisted for making presentation. The Bank reserves the right to accept or reject any application without assigning any reason whatsoever.

**SCORING PATTERN TECHNICAL EVALUATION :PART A**

Sr No.	Criteria	Range of Marks	Assigned Marks	Maximum marks
1	Average annual turnover for the last three preceding financial years 2020-21, 2021-22 and 2022-23:	1. If Turnover $\geq$ 10 to 20 crores	5	15
		2. If Turnover >20 to 40 crores	10	
		3. If Turnover >40 crores	15	
2	Total Staff Strength with professional efficacy with full back office support of technical staff viz. creative director, visualizers, designers, copywriters,	1. If 10 personnel in back office support	4	10
		2. If >10 to 20 personnel in back office support	7	



Sr No.	Criteria	Range of Marks	Assigned Marks	Maximum marks
	media planners etc. and have done similar works as defined in the scope of work.	3. If >20 personnel in back office support	10	
3	The Agency should have experience of at least 5 years (from Tender Issue Date) in preparing Creative, undertaking advertising work including audio/video advertisements in the banking industry.	1. If Experience $\geq$ 5 to 10 years	5	10
		2. If Experience of more than 10 years	10	
4	The Agency should be on the panel of public/private sector banks and financial institutions, preferably minimum 3 public/private sector banks and financial institutions.	1. If empaneled with $\geq$ 3 to 5 Public Sector/Private Sector Banks/Financial Institutions		15
		1. a) Retained by 4 Clients	10	
		1. b) Retained by 3 Clients	5	
		1. c) Retained by 2 Clients	2	
		2. If empaneled with more than 5 Public Sector/Private Sector Banks/Financial Institutions		
		2. a) Retained by 4 Clients	15	
		2. b) Retained by 3 Clients	10	
2. c) Retained by 2 Clients	3			
5	Successfully executed at least one major print campaign of Rs.25 Lakh or above during each of the last 3 financial years for a single product/service/brand	1. More than 10 Times	10	10
		2. More than 5-10 Times	5	
		3. More than 2-5 Times	2	

Sr No.	Criteria	Range of Marks	Assigned Marks	Maximum marks
6	No of campaigns done for Electronic Media (TV/Radio etc.) of above Rs.10 lakh in last 3 years financial years for a single product/service/brand	1. More than 5 Times	10	10
		2. More than 3-5 Times	5	
		3. More than 1-3 Times	2	
<b>Total Marks</b>				<b>70</b>

Note : Only those Agency who score at least 50% Marks in Technical Evaluation (Part A) will be called for Presentation.

#### **PART B**

S.No	Criteria	Marks Assigned
1.	Presentation Marks	30

**TOTAL MARKS : PART A + PART B = 100 MARKS**

#### **PROCESS OF EVALUATION:**

1) All the applications received will be evaluated based on the “Eligibility Criteria” and “Technical Evaluation”. Bank will assign marks to all participating agencies and rank them accordingly. Based on a minimum marks fixed by the Bank, at its discretion, Bank will short-list agencies who score at least 50% marks in Technical Evaluation (i.e. at least 35 marks) and these agencies will be called “Shortlisted Agencies” for further evaluation. Those agencies which do not meet the qualifying criteria will be rejected forthwith, or at any stage of detection.

2) The shortlisted agencies will be called for making a presentation to the Publicity Committee on their capabilities, experiences etc. and showcase their work done for other clients. These agencies will be given sufficient notice for this presentation.

S.NO	PRESENTATION EVALUATION CRITERIA
1.	Company profile- promoters, industry experience, clientele, revenue, profits, offices, human resources etc.
2.	Recent creative work done for other bank(s) for print media, electronic media, outdoor media and social media.
3	Artworks/TV Commercials/Radio Jingles made by them for other corporate(s) in last 12 months.
4.	Past wok of the agency related to BFSI/Corporate, Awards won etc
5.	Strategy for Punjab & Sind Bank
6.	Specific strengths if any.
7.	Any other points decided by the Committee

3) Based on the evaluation criteria of **“PART A and PART B”**, the Committee will assign marks to the shortlisted agencies. Based on a minimum marks fixed by the Bank, at its discretion, agencies will be shortlisted and these agencies will be called **“Qualified Agencies”**.

#### **F. PERIOD OF EMPANELMENT**

The duration of empanelment of proposed agencies will be for a period of **TWO YEARS**. However the Bank reserves the right to cancel or extend the validity period of empanelment on same Terms and Conditions for a further period of **ONE YEAR**.

The empaneled agencies work is to be reviewed annually and if services are not found satisfactory, the bank reserves the right of de-empanelment of the agency.

#### **G. PERFORMANCE OF THE AGENCY**

Bank requires that the empaneled agency shall deliver and perform services in accordance with the time schedule specified by the Bank in its work order or request for creative requirement. It also covers Saturdays/Sundays and other holidays where the bank may require services. In case the services are not made available in the stipulated delivery period, as indicated in the work order or request, the Bank reserves the right either to short close / cancel the work order or request and/ or recover liquidated damage charges.

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

#### **H. TERMS AND CONDITIONS:**

1) The Bank will have the right to de-panel any agency from the empanelled list without assigning any reason whatsoever by giving one month notice and without any cost and compensation therefore. Bank also reserves the right to modify the terms and conditions for empanelled agencies.

2) The agency shall at their cost, conceptualize and prepare designs and creative for advertisements in various media *viz.* print media, outdoor media, cinema slides, films, radio, TV etc. and printed publicity material like brochures, booklets, posters, annual reports, calendars, diaries, presentation items, etc. Arrangement / procurement of image /human faces /characters /insignia etc for the purpose of utilizing them in advertisements(s) at their own cost shall be responsibility of the agency. Bank shall not pay anything for such arrangements. No dispute can be raised against the Bank in such matters by the agency or any third party.

3) Job(s) for release of advertisement in print and electronic media shall be assigned to the agency whose design/concept is finally approved by the Bank out of various designs/concepts/artworks submitted by the empanelled agencies. The Bank shall not be liable to pay any amount on account of conceptualization, designing, artwork etc. to the agency for their concepts/designs not selected by the Bank. The agency whose design/concept is finally approved by the Bank, shall offer reasonable/competitive rates in case of ad hoc publicity jobs/designing, production etc.

4) The design/concept developed by the agency and selected by the Bank shall be the sole property of the Bank and the Bank shall be at its liberty to use such creative/ design/artwork in future as per its requirement, and as such, the concerned agency shall not have any right to use the same anywhere else. The Bank shall be having the right to release the same to media at any time either directly or through any other empanelled agency.

5) All advertising material to be released on Bank's behalf should be duly approved in writing by the Bank. Where those are conveyed orally, the agency shall require getting it confirmed immediately from HO Public Relation Department of the Bank, in writing, to avoid disputes.

6) Confidentiality : The empanelled Advertising Agency or their personnel is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to Bank's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.

- ❖ All Punjab & Sind Bank product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Agency or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Agency irrevocably agrees and undertakes and ensures that the Agency and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Punjab & Sind Bank nor shall use or allow to be used any information other than as may be necessary for the due performance by the Agency of its obligations hereunder.
- ❖ The Agency shall not make or retain any copies or record of any Confidential Information submitted by Punjab & Sind Bank other than as may be required for the performance of the obligation. The Agency shall notify Punjab & Sind Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- ❖ The Agency shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable, the Agency shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Agency or its affiliates.
- ❖ The Agency shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her

knowledge, information and belief, having made all proper enquiries and these requirements have been fully complied with.

7) The inclusion of any agency in our panel does not guarantee the agency any minimum business. To design, develop and release Bank's notice, tender and other mandatory advertisements, the Bank will call rate quotations from all empanelled Agencies and will allot the work to the lowest bidder for designing the same. The Bank will subsequently approve the advertisement and issue release order to the concerned Agency.

8) In case the empanelled agency closes/change its Delhi office, it should be immediately informed to the Bank in writing.

9) The Agency shall abide by all codes of Indian Newspaper Society and shall maintain the highest standards of advertising principles. On renewal of INS Accreditation Certificate, the copy of the same is submitted to the Bank immediately.

10) For the purpose of any assignment, the agency shall not carry out market research, advertising research, public relations, consultancy services, supervisory services, printing etc without seeking approval of the Bank.

11) The Agency should be sincere and prompt in responding to the call of the Bank even at short notices. The execution of job is to be time-bound and with all required information so as to avoid delay.

12) Bank has right to award the work to any of the empanelled agencies, depending on the exigencies of the work and for any particular work depending on the nature and magnitude of work.

13) The empanelled agency will be paid the expenses incurred by them during their services on the due submission of an itemized bill. The price quoted in the bill will be inclusive of GST or any other applicable taxes as may be applicable from time to time. The payments made will be

subject to deduction of TDS and such other taxes as may be applicable from time to time. Further, all prices should be expressed in Indian Rupees.

14) The Agencies shall also be required to undertake Event Management, PR activities, organizing exhibitions, road shows, seminars, workshops, Press Conferences / Analyst Call in Delhi/NCR or at other places in India as per Bank's requirement.

15) The Bank may use the services of the empanelled agencies on pan India basis through its Zonal offices.

16) The above indicative list is only illustrative and not exhaustive. The Bank may (from time to time) request the Agencies in various communication / marketing activities and brand building initiatives.

#### **I. DE-EMPANELMENT OF APPLICANTS:**

1) During empanelment process, the Bank reserves the right to reject any applications without giving any reasons. The Bank's decisions will be final in this regard.

2) Bank should retain with themselves the authority to blacklist or bar a applicant for a specified period of the time from participating in its procurement process where the Bank has authentic information that the applicant has been debarred from participating in the procurement process by any Central/State Government/Public Sector Undertaking/Govt. of India Department on ground of fraud or corruption or for some other reason which, in the opinion of the Bank is not compatible with its procurement policy and ethical standard.

3) If the service provided by the agency is found to be unsatisfactory or if at any time it is found that the information provided for empanelment or for any application is false or if irregularities shown by the agencies when applying for empanelment, the Bank reserves the right to remove such applicants from the empanelled list by giving one month notice in advance.

## **J. PRE-EMPANELMENT OF APPLICANTS:**

1) The applicant should carefully examine and understand the scope, terms and conditions of Expression of Interest (EOI) and may seek clarifications, if required. The applicants in all such cases seek clarification in writing in the same serial order of that of the EOI by mentioning the relevant page number and clause number of the EOI.

2) All communications regarding points requiring clarifications and any doubts shall be given in writing to The Assistant General Manager (PR), Corporate Office, HO Public Relation Department, NBCC Tower, Ground Floor, Block 3, East Kidwai Nagar, New Delhi- 110023 by the intending Applicants **before 09.01.2024 till 3:00 PM.**

3) No oral or individual consultation shall be entertained.

4) Bank has the discretion to consider any other queries raised by the applicant's representative during the pre-empanelment meeting.

5) The Bank will consolidate all the written queries and any other further queries during the pre-empanelment meeting and the replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the Applicant/s, and any other clarification / amendments / corrigendum furnished thereof will become part and parcel of the EOI and it will be binding on the Applicants.

## **K. SUBMISSION OF APPLICATION:**

1) Application Form, complete in all respects, along with the Demand Draft for Rs.5,000/- (Rs Five Thousand only) plus applicable GST (Non Refundable), may be sent in a sealed envelope super-scribed "Empanelment of Advertising Agency" addressed to

**THE ASSISTANT GENERAL MANAGER (PR),**

**PUNJAB & SIND BANK, CORPORATE OFFICE**

**HO PUBLIC RELATION DEPARTMENT**

**NBCC TOWER, GROUND FLOOR, BLOCK 3, EAST KIDWAI NAGAR,**

**NEW DELHI – 110023**



- 2) The applications should confirm to the terms and conditions mentioned in the Expression of Interest (EOI).
- 3) The applications have to be submitted by the eligible agencies **on/before 17.01.2024 (upto 4:00 PM)** after which no applications will be entertained.
- 4) Applications once submitted will be treated as final and no further correspondence will be entertained in this regard.
- 5) Further, Bank reserves the right to accept, reject either in full or in part all or any application or even cancel the EOI at any time during the EOI process and even re-issue a fresh EOI process without assigning any reason.
- 6) The Bank reserves the right to terminate the services of any agency at any point of time without assigning any reason whatsoever.
- 7) The Bank reserves the right to amend, modify, add or delete, accept or reject in part or full any conditions mentioned as above without assigning any reason thereof. The decision of the Bank will be final.
- 8) The amendments so carried out will be posted on Bank's website in the form of an addendum / corrigendum and the same will be assumed as reasonable notification to the agencies. Any such amendments made shall form an integral part of the EOI.

#### **L. CONTACTING PUNJAB & SIND BANK**

No Agency shall try to influence the Bank on any matter relating to the Expression of Interest for Empanelment of Advertising Agency. Any effort by any Agency shall result in the rejection of the Application.

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 enclosed as Annexure H

### **M. SETTLEMENT OF DISPUTE BY ARBITRATION**

Any disputes and difference of any kind, whatsoever, arising during the process of empanelment shall be settled amicably. If however, the parties are not able to resolve any dispute or difference amicably, the same shall be referred to Sole Arbitrator mutually appointed by both the parties in accordance with the provisions of Arbitration and Conciliation Act 1996 as amended from time to time. All arbitration shall come under exclusive jurisdiction of Delhi. The cost of Arbitration shall be borne by the respective agency/ parties. The arbitration proceedings will be governed by the Arbitration and Conciliation Act, 1996. The Arbitration proceedings will be in the English language. The award will be recorded in writing, along with the reasons therefore and shall be final & binding on parties.

### **N. GOVERNING LAW**

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

The Agency is expected to examine all instructions, terms and specifications of this documents. Failure to furnish complete information required as per the document or submission of 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.

The Agency qualifying as per eligibility criteria would be advised separately. Bank reserves the right to accept or reject the applications submitted by the agencies without assigning any reasons thereof and no correspondence shall be entertained in this regard.

## **O. INDEMNITY:**

The Empanelled Agency shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as “Personnel”) harmless from and against any and all losses, liabilities, claims, actions, damages, 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:

- ❖ The Bank’s authorized/ bona fide use of the Deliverables and /or the Services provided by the Agency under this tender; and/or
- ❖ An act or omission of the Agency its employees, agents, sub-contractors etc, in performance of the obligations under this Tender; and/or
- ❖ Claims made by employees or employees of sub-contractors who are deployed by the Agency, against the Bank; and/or
- ❖ Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Agency to its employees

**P. SIGNING OF LETTER OF EMPANELMENT AND EXECUTION OF NON-DISCLOSURE AGREEMENT**

The successful Applicant(s) shall sign and accept the letter of empanelment issued by the Bank. The letter of empanelment would include all the terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank.

**Non-Disclosure Agreement (NDA)** - The costs and expenditure should be borne by the Applicant. The Applicant shall execute the prescribed agreement within one month from the date of acceptance of letter of empanelment. The Agreement/ Work Order shall be executed by the authorized signatory of the successful Applicant. The date of letter of empanelment shall be treated as date of empanelment and the time-line for empanelment shall be worked out with reference to this date. The format of the agreement is enclosed as Annexure I

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 successful bidder.

(Sanjay Datta)

Asstt. General Manager (PR)

**ANNEXURE A**

**REG: EXPRESSION OF INTEREST FOR EMPANELMENT OF ADVERTISING AGENCIES**

**ELIGIBILITY CRITERIA DECLARATION**

We have carefully gone through the contents of the above referred Expression of Interest (EOI) and furnish the following information relating to Eligibility Criteria

<b>S No</b>	<b>Eligibility Criteria</b>	<b>Supporting documents required</b>	<b>Complied or Not</b>
1	The Bidder must be an Indian firm / company/ organization registered under applicable Act in India. Proposals from consortiums would not be entertained for this purpose	Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association (wherever applicable) and full address of the Registered Office.	
2	The Agency should have their full fledged office in Delhi/NCR with state of art infrastructure, manpower and full back office support of technical staff viz. creative director, visualisers, designers, copywriters, media planners etc.	A Valid documented proof of the office Address. Necessary documents, CA Certificate and declaration by the Agency	
3	The Agency should have experience of at least 5 years (Upto Tender Issue Date) in preparing Creative, undertaking advertising work including audio/video advertisements in the Banking industry.	Proof and list of work done in last 5 years in Advertising field. Copy of Work order/Bill for releasing major advertising campaigns accomplishing the work pertaining to the publicity related job in last 5 years.	

S No	Eligibility Criteria	Supporting documents required	Complied or Not
4	The Agency should have the resources to handle multi-media, multi-lingual publicity campaigns, with proficiency and proof reading facilities in major Indian languages including Punjabi/Gurmukhi.	Copy of work order/s of work done in major Indian languages alongwith a self-declaration by the Applicant on Company's letter head.	
5	The Agency should have sound financial position. i.e. Minimum Turnover Rs. 10 crore and should be profit making entity in at least two of the last three preceding financial years as per the latest Audited Balance Sheet. This must be individual company turnover and not of group/subsidiary companies.	Audited Balance Sheet, P&L Accounts and IT Returns for FY 2020-21, 2021-22 and 2022-23 and latest CA Certificates with UDIN for the last three financial years mentioning Turnover and Net Profit/loss for FY 2020-21, 2021-22 and 2022-23	
6	The Agency should be on the panel of public/private sector banks and financial institutions, preferably minimum 3 public/private sector banks and financial institutions.	Empanelment letter & Certificates (not more than one month old) of satisfactory performance for execution of work on the letter head of the Bank or Financial Institution.	
7	The Agency should have valid accreditation with Indian Newspaper Society (INS)	Copy of INS accreditation certificate	
8	The Agency should not have been blacklisted/barred/disqualified by any Central/State Government/Public Sector Undertaking/Banks/Regulators/Statutory Body/Govt. of India Department	A self declaration by the Applicant on Company's letter head duly signed & sealed. However, Bank has the right to independently verify the same.	
9	The Agency should not be involved in any major litigation (related to scope of	A self declaration by the Applicant on Company's letter head.	

S No	Eligibility Criteria	Supporting documents required	Complied or Not
	work) that may have an impact affecting or compromising the delivery of services required.		
10	Agency should have professionally qualified and experienced team to handle campaigns as per requirement of the Bank.	Agency should have strength of minimum 10 team members having professional/technical work-experience of minimum 05 years.  Agency to provide details stating the educational qualification & professional work experience of their team members.	

**Note:** The decision of Punjab & Sind Bank shall be final, conclusive and binding on all the parties

Date:

Signature with seal:

Place:

Name:

Designation:

**ANNEXURE B**

**REG: EXPRESSION OF INTEREST FOR EMPANELMENT OF ADVERTISING AGENCIES**

**APPLICATION FORMAT (To be submitted by the Ad Agency for empanelment)**

1) Name of the Agency	
1.(a) Constitution of Agency	(Attach copy)
2) Address of the Registered Office, with Contact Person (s) and Telephone No/Mobile No	
2.(a) Address of the Branch Office (Delhi), with Contact Person (s) and Telephone No/ Mobile No	
3) Name of the Proprietor/ Partners/ Directors	
4) Authorized person to be contacted Name & Designation: Mobile/Tel. No. Email ID:	
5) Date of Establishment	
6) PAN No. of the Agency	(Attach copy)
7) GST No. of the Agency	(Attach copy)
8) No. of years in advertising business in Banking industry	
9) No. of branches/offices (if any) & their addresses	
10) Whether accredited to INS	(copy to be enclosed)
11) Infrastructure I) Creative Artists (Number) II) Client Servicing (Number) III) Other Staff (Number) (Branch Office wise No. of employees, list	(Give details at each centre)



alongwith permanent or on retainer-ship basis details)			
12) Financial Position: (Rs. in crore)	<b>FY 2020-21</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>
	<b>(Audited)</b>	<b>(Audited)</b>	<b>(Audited)</b>
Turnover			
Total Income from Advertisement/Publicity			
Gross Profit			
Net Profit/Loss			
Total Net Worth			

(Copies of Audited balance sheets and Profit & Loss Accounts to be enclosed).

**(Declaration : -** Self Declaration on the letter head that there are no outstanding Income Tax /Sales Tax / any other statutory dues).

13. List of major corporate clients serviced:

(Give details of corporate clients and banks/financial institution as clients having annual billing with your agency of Rs. 2 crore and above).

**A] CORPORATE CLIENTS:**

Sl. No	Name	Billing for FY 2020 - 21	Billing for FY 2021 - 22	Billing for FY 2022 - 23
1				
2				
3				

**B] PUBLIC/PRIVATE SECTOR BANKS & FINANCIAL INSTITUTIONS:**

Sl. No	Name	Billing for FY 2020 - 21	Billing for FY 2021 - 22	Billing for FY 2022 - 23
1				
2				
3				

14. Major campaigns handled during past two years: (enclose certificates from the client)

Sl. No.	Name of the client	Name of the campaign	Media Used	Amount (in Rs. lacs)

15. Give details of experience in making TV commercials/Corporate Films/AVs for Banks in preceding 2 Financial Years:

Sl. No	Name of the Bank	Product	Billing for FY 2021-22 (Rs. in lacs)	Billing for FY 2022-23 (Rs. in lacs)

16. Give details of other services offered to clients during preceding two years:

Sl. No.	Name of the client	Nature of services offered

17. Give details of National / International awards in the field of advertising received During preceding two years:

Sl. No.	Name of the Award	Details of the Award

18. Details of key personnel, if agency is empanelled, who will work with Punjab & Sind Bank with qualifications, experience (in years), notable skills and achievements etc.

S.NO	Employee Name	Qualification	Experience	Skills	Remarks

19.	Whether agency has resource (In-house or Outsourced) to handle multi-lingual publicity campaigns, with proficiency and proof reading facilities in all Indian Languages including Punjabi.	Yes/No If Yes, In house / Outsource
-----	--	---

20.	Whether blacklisted/ banned/ debarred by any Central/State Government/ Public Sector Undertakings/ any other Corporate(s)	Yes/No If Yes details thereof
-----	---	----------------------------------

21.	Whether involved in any major litigation or any legal, criminal, civil, taxation and other cases pending against the company	Yes/No If Yes details thereof
-----	--	----------------------------------

22.	Empanelment Details Name of Public /Private Sectors Banks/ PSUs and others, if any, along with Tenor of Empanelment		
	Empanelment Details	Name of the Bank	Empanelment Tenor
A	With Public Sector Banks	1. 2. 3.	1. 2. 3.
B	With Private Sector Banks	1. 2. 3.	1. 2. 3.
C	With Financial Institutions	1. 2. 3.	1. 2. 3.
D	Others if any	1. 2.	1. 2.
E	Have you served for Punjab & Sind Bank recently or in past.	Please attach suitable proof.	

23. Bankers and their addresses:

- a. Principal Bankers
- b. Other Bankers

24. List of enclosures:

- a)
- b)
- c)

**Declaration :** We certify that the above particulars are correct and we understand and agree that if any statement is found to be false or incorrect, Punjab & Sind Bank reserves shall have the absolute right to take any action as deemed fit, (including termination of contract and/or black list and debar), without any prior intimation to me/us. We understand and agree that the empanelment does not obligate Punjab & Sind Bank in any manner. We also understand that Punjab & Sind Bank has the right to cancel the name of the agency from the approved lists at its absolute discretion at any time during the term of the empanelment.

Date

(Sig. of Authorized Signatory)

Place

Name of Authorized Signatory:

Designation:

Agency Seal

**REG: EXPRESSION OF INTEREST FOR EMPANELMENT OF ADVERTISING AGENCIES**

**ANNEXURE C**

(On letterhead of the Company duly stamped and signed. Should not be more than one month old.)

**CERTIFICATE OF EMPANELMENT FROM CONCERNED BANK**

Date :

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that M/s..... since our empanelled advertising agency for more than ..... years.

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

(AUTHORISED SIGNATORY)

NAME :

DESIGNATION:

AGENCY SEAL

**REG: EXPRESSION OF INTEREST FOR EMPANELMENT OF ADVERTISING AGENCIES**

**ANNEXURE D**

(On letterhead of the Company duly stamped and signed)

**DECLARATION-CUM-CERTIFICATE**

**TO WHOMSOEVER IT MAY CONCERN**

This is certify that our Agency(.....) has no over dues 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 certify that our Agency(.....) has not been blacklisted by any Central/State Government/Public Sector Undertakings/Banks/RBI/IBA/any regulatory authority.

Further, this is to certify that our Agency(.....) does not have any legal, civil, criminal, taxation and other cases pending against the Company/Agency that may have an impact affecting or compromising the delivery of services required.

(AUTHORISED SIGNATORY)

NAME :

DESIGNATION

AGENCY SEAL

**REG: EXPRESSION OF INTEREST FOR EMPANELMENT OF ADVERTISING AGENCIES**

**ANNEXURE E**

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

Date:

**TO WHOM SO EVER IT MAY CONCERN**

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

(AUTHORISED SIGNATORY)

NAME :

DESIGNATION:

AGENCY SEAL

**ANNEXURE F**

[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 at..... had achieved the following level of Turnover/ Net profits/ Net worth in respect for the financial years mentioned hereunder:

(Fig in Crore)

S.NO	Particulars	FY 2020-21 (Audited)	FY 2021-22 (Audited)	FY 2022-23 (Audited)
1.	Gross Annual Turnover			
2.	Total Income from Advertisement/Publicity			
3.	Gross Profit			
4.	Net Profit/Loss			
5.	Total 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:

UDIN Number:



**REG: EXPRESSION OF INTEREST FOR EMPANELMENT OF ADVERTISING AGENCIES**

**ANNEXURE G**

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

Format for seeking clarification /Pre-bid queries : (send in Word/Excel format also)

S.NO	Page No	Clause	Query
1.			
2.			
3.			

(AUTHORISED SIGNATORY)

NAME :

DESIGNATION:

AGENCY SEAL

## ANNEXURE H

### UNDERTAKING FOR PRE-CONTRACT INTEGRITY PACT

The Assistant General Manager,  
HO Public Relation Department,  
Punjab & Sind Bank  
Corporate Office, NBCC Towers,  
Block 3, East Kidwai Nagar  
New Delhi-110023

Dear Sir,

#### **INTEGRITY PACT**

**Subject:** Submission of Expression of Interest(EOI) for Empanelment of Advertising Agency in Punjab & Sind Bank, Corporate Office, NBCC Bock 3, Plate-B, East Kidwai Nagar, New Delhi & Head Office, Bank House Building, 21 Rajendra Place, Delhi.

I/We acknowledge that Punjab &Sind Bank is committed to follow the principle of transparency equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) 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 NIT.

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 Punjab & Sind Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Empanelled Agency)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Bidder.

## PRE CONTRACT INTEGRITY PACT

(To be submitted on Stamp Paper as per Stamp Duty of state)

Between

Punjab & Sind Bank hereinafter referred to as “The Principal”;

and

M/s. \_\_\_\_\_ hereinafter referred to as “The Bidder/Contractor”.

### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Empanelment of Advertising Agency with Punjab & Sind Bank. 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 has appointed Sh. Asha Ram Sihag & Sh. Aditya Prakash Mishra as Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1- Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principals employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans., technical proposal and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4- Compensation for Damages**

(1). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to suspend and shall not be eligible to participate in the Tenders invited by Punjab and Sind bank, for a period of Two years from the date of such Suspension Orders.

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

### **Section 5- Previous transgression**

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

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

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

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

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

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

### **Section 8- Independent External Monitor**

The Principal appointed as per Central Vigilance Commission guidelines. Details of the Monitors are given below:

- a) Sh. Asha Ram Sihag; E-mail: [arsihag@gmail.com](mailto:arsihag@gmail.com);
  - b) Sh. Aditya Prakash; E-mail: [apmishra53@gmail.com](mailto:apmishra53@gmail.com) ;
- (1) 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 & CEO, Punjab & Sind 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 & Sind 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 & Sind 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 & Sind Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD&CEO, Punjab & Sind Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word “**Monitor**” would include both singular and plural.

#### **Section 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, Punjab & Sind Bank.

#### **Section 10- Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.
- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (5) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.

(7) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)  
(Office Seal)

(For & On behalf of Bidder/Contractor)  
(Office Seal)

Place.....

Date.....

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)



## ANNEXURE I

### Non-Disclosure Agreement

(To be executed on a non-judicial Stamp Paper as per Stamp Duty of state)

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, (hereinafter referred to as the EMPANELLED AGENCY, which expression shall include its successor and permitted assignees), are agreeable to execute “EMPANELMENT OF ADVERTISING AGENCY” as per scope defined in the Tender No : \_\_\_\_\_ dated \_\_\_\_\_ for Punjab & Sind Bank, having its Head office at Bank House, 21 Rajendra Place, New Delhi 110008 and Corporate Office, NBCC Towers, Block 3, Ground Floor, East Kidwai Nagar, New Delhi – 110023 (hereinafter referred to as the BANK) and,

WHEREAS, the EMPANELLED AGENCY understands that the information regarding the Bank’s Infrastructure shared by the BANK in their EOI for Empanelment of Advertising Agency is confidential and/or proprietary to the BANK, and

WHEREAS, the EMPANELLED AGENCY understands that in the course of submission of the offer for the said EOI and/or in the aftermath thereof, it may be necessary that the EMPANELLED AGENCY may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the Empanelled Agency agrees to all of the following conditions, in order to induce the BANK to grant the Empanelled Agency specific access to the BANK’s property/information, etc.;

The EMPANELLED AGENCY will not publish or disclose to others, nor, use in any services that the EMPANELLED AGENCY performs for others, any confidential or proprietary information belonging to the BANK, unless the EMPANELLED AGENCY has first obtained the BANK’s written authorisation to do so;

The EMPANELLED AGENCY agrees that information and other data shared by the BANK or, prepared or produced by the EMPANELLED AGENCY for the purpose of submitting the offer to the BANK in response to the said EOI, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

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

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this agreement shall be interpreted so as best to effect the intent of the parties.

Yours sincerely,

Date

Signature of Authorised Signatory ...

Place

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

In witness with:

Bank:

Vendor:

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Signature)

Name:

Name:

Title:

Title: