

TENDER DOCUMENT
FOR
SELECTION OF PR AGENCY

REFERENCE NO.:	TENDER NO. 03/2024-25
ISSUED BY:	PUNJAB & SIND BANK, CORPORATE OFFICE, HO PUBLICITY & CORPORATE COMMUNICATION DEPARTMENT, NBCC TOWERS, GROUND FLOOR, BLOCK 3, EAST KIDWAI NAGAR, NEW DELHI - 110023
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DISCLAIMER

- ❖ The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- ❖ This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice, wherever necessary. Bank makes no representation or warranty and shall incur no liability under any statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.
- ❖ Bank reserves the right of discretion to the change, modify, add or alters any or all of the provisions of this RFP and/or the bidding process at any stage of the process of bidding/ RFP, without assigning any reasons whatsoever. Such change will be published on the Bank's Website www.punjabandsindbank.co.in & CPP portal (<https://eprocure.gov.in>) and it will become part and parcel of RFP.
- ❖ Bank reserves the right to reject any or all the RFPs received in response to this RFP document at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of Bank shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.
- ❖ The Agencies are expected to furnish all the information asked for, sign all the pages and submit the tender i.e. Technical Bid, EMD and the Commercial Bid.

BID DETAILS AND BRIEF DESCRIPTION:

S No.	Description	Details
1	Tender Reference No.	TENDER NO. 03/2024-25
2	Tender Title	Selection of PR Agency
3	Bank's address for communication and submission of Tender	Asstt. General Manager (PR), Punjab & Sind Bank, Corporate Office, HO Publicity & Corporate Communication Department, NBCC Towers, Ground Floor, Block 3, East Kidwai Nagar, New Delhi – 110023
4	Bank's Website and E-Mail address	https://punjabandsindbank.co.in , ho.pr@psb.co.in
5	Date of Publishing the Tender on Bank's Website	05.11.2024 from 10.00 AM
6	Last date & time for submission of Pre-bid queries	15.11.2024 till 3.00 PM
7	Date and Time of meeting for clarification on queries	18.11.2024 at 3:00 PM
8	Venue of meeting for clarification of queries	Punjab & Sind Bank, Corporate Office, HO Publicity & Corporate Communication Department, NBCC Towers, Ground Floor, Block 3, East Kidwai Nagar, New Delhi – 110023
9	Last date of submission of bids	27.11.2024 upto 4:00 pm
10	Date & Times of opening of Technical Bid	27.11.2024 at 4:30 pm
11	BID Validity Period	6 Months
12	Place of opening of bids	Asstt. General Manager (PR), Punjab & Sind Bank, Corporate Office, HO Publicity & Corporate Communication Department, NBCC Towers, Ground Floor, Block 3, East Kidwai Nagar, New Delhi – 110023
13	Tender Fees (Non refundable)	Rs. 5,000/- (Rs Five Thousand only) + GST as applicable
14	Earnest Money Deposit (Refundable)	Rs. 2,00,000/- (Rs. Two Lakhs only)

If any of the dates given above happens to be Holiday in Delhi, the related activity shall be undertaken on the next working day at the same time.

1.0 OBJECTIVE:

Punjab & Sind Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 is a leading Public Sector Bank, having pan India presence, invites sealed applications from eligible PR agencies for selection as Bank’s PR agency for enabling its Public Relations services. The Bank proposes to engage a PR agency for the services mentioned in the scope of work of this Tender document. The Public Relation agency will be responsible for developing and implementing any Public Relation activities to be organized by the Bank.

2.0 ELIGIBILITY CRITERIA:

Only those bidders who fulfill the following eligibility criteria are invited to apply for the selection. Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill the following eligibility criteria are liable to be rejected.

S. No.	Eligibility Criteria	Documents Required
1	The agency must have earned fee income of Rs. 3.00 Crore and above from PR activities during 2021-22, 2022-23 and 2023-24, in each financial year.	In case, the bidder provides non-Public Relations services also, the fee Income from Public Relations services only will be considered. It would be the bidder’s responsibility to clearly indicate income from Public Relations Services. Fee Income should be certified by the auditor/CA. (copy to be enclosed)
2	The agency should have sound financial position, i.e. Minimum 3.00 Crore Net Worth, shall be positive and should be a operationally profit making entity in at least two of the last three financial years 2021-22, 2022-23 and 2023-24. This must be for individual company and not of group/ subsidiary companies.	Copies of the duly audited balance sheets and profit and loss accounts, duly certified by auditor along with the auditor’s report to be enclosed. CA certified certificate as per Annexure-V also to be enclosed
3	The agency must have atleast 3 years of experience in PR activities.	The agency to submit proof of their completion of work/ assignment from respective clients showing no. of years they have worked for the client. Copy of Work order/Bills or contracts signed with Organisations for PR activities to be submitted.

S. No.	Eligibility Criteria	Documents Required
4	The agency should have full-fledged office in Delhi/NCR with relevant expertise and competent personnel's as well as required infrastructure.	Latest landline or Electricity bill or GST Registration or registered rent agreement or lease deed or Udyog Aadhar Memorandum copy and Self Declaration by authorized signatory on official letterhead indicating office-wise staff details including qualification, expertise, etc. and infrastructure. Certificate of incorporation / Partnership Deed etc. also to be submitted.
5	The Agency should be on the panel(currently) of atleast 1 public/private sector Banks and financial institutions.	Valid Empanelment/Selection 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. Performance Certificate as per Annexure III also to be enclosed
6	Applicant should not have been blacklisted/debarred by any Central/State Government/Public Sector undertakings/ Banks/RBI/IBA/any other corporates/any other regulatory authority and not involved in any major litigation that may have effect or compromised the delivery of services required during last 5 years.	A Self Declaration as per Annexure VI duly signed and sealed is to be submitted. However, Bank has the right to independently verify the same.
7	Agency should have in-house recourses to manage reputation of the Bank during crisis hours.	A Self Declaration duly signed and sealed to be submitted.
8	Agency should have the resources to handle multi-lingual publicity campaigns with proficiency, proof reading and translation facilities in all major Indian languages including Punjabi/Gurmukhi.	A Self Declaration duly signed and sealed to be submitted. Agency to provide details stating the educational qualification & professional work experience of their members.
9	The agency needs to have a strong relationship with important media professionals including journalists / reporters in the market.	A Self Declaration duly signed and sealed to be submitted.

3.0 DETAILED SCOPE OF WORK:

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

I) Long Term Strategy

- To position Punjab & Sind Bank as a fast growing Bank offering wide range of products, backed by competent professionals with rich domain experience.
- To increase visibility and enhance top of mind recall of the Bank among its various stakeholders vis-à-vis customers, investors, Government and public at large. To engage with the stakeholders for developing a positive brand story for the Bank.

II) Brand Penetration

- To suggest suitable strategies for brand penetration building through marketing and PR campaigns in different media.

III) Media activities

- To maintain rapport with the Press, Electronic, Digital and any other emerging media to ensure adequate and positive coverage of the Bank.
- To develop and disseminate information on national basis or locally (as per bank's requirement) in various media i.e. print, electronic, digital and any other emerging media through press releases including emerging modes of communications.
- Managing one-on-one interactions of authorized spokespersons of the Bank with identified media professionals relevant to the Bank in addition to organizing media events.
- To provide and maintain an updated list of media professionals relevant to the Bank. Assist the Bank for its presence in digital and/ or social media and any other emerging media.

IV) Media Monitoring

- To submit a comprehensive report on a daily basis covering news on Punjab & Sind Bank in particular and banking related news in general.
- To produce a comprehensive report at the end of every month giving detailed coverage analysis for the Bank and analysis of the same in Print, Electronic and Digital media vis-à-vis major competitors.

V) Investor Relations

- To prepare and execute a communication strategy for analysts and investors. Arranging Press Conference, Analyst Meet, Conference Call and media interaction of Top Management.

VI) Crisis Communication & Reputation Management

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

VII) Online Reputation Management

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

- Tracking and listening
- 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.
- Response and Redressal
- Crisis Mitigation – Positive content seeding
- Preparation of Reputation Matrix of the bank as and when desired.

VIII) Communications: Internal & External

- To assist in publishing of House Journal/Magazines and other modes of internal communication.
- To assist bank in identifying internal communication opportunities and draft all internal communication matters.
- To Design a suitable communication policy and plan based on long term and short term objectives.
- To provide media training programs for key personnel / identified spokesperson (s) of the Bank at its Head Office or anywhere as may be desired by the Bank at agency's cost.
- To provide suitable media training programmes for PR officials and identified officials of different verticals of the Bank at its Head Office or anywhere as may be desired by the Bank at agency's cost.
- To devise methods and communication strategy for better investor and analyst relations.
- To draft all external communication matters including but not limited to articles / speeches / Press Release.
- To guide the Bank for communication to maintain relationship with all stakeholders.
- Media audit / perception study once in a year.
- To provide media tracking report on daily basis and also a monthly report on PR activities conducted and the results.
- To conduct the meeting with all the related Agency to discuss media planning at least once in a month.

4.0 NON EXHAUSTIVE CLAUSE

The scope of service described above is general but not exhaustive i.e., it does not mention the entire incidental services required to be carried out for complete execution of the work. The services shall be provided in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred from there.

There may be several incidental services and assignments, which are not mentioned herein but will be necessary to complete the work in all respects. All such incidental services/assignments thereof which are not mentioned herein but are necessary to complete the work shall be deemed to have been included in the rate quoted by the Agency. Nothing extra shall be payable beyond the rate quoted by the Agency.

However, Bank is not obliged to employ all activities mentioned above. Bank has the discretion to change the scope of activities without having any commercial implication. The activities to be engaged will be based on Bank's discretion and payment will be made for those activities only.

5.0 REPORTING REQUIREMENTS

Agency shall provide the following:

- Comprehensive daily report covering news on Punjab & Sind Bank in particular and banking related news in general.
- Comprehensive report at the end of every month giving detailed coverage analysis for the Bank.
- A monthly report of PR activities conducted and results thereof.
- Quarterly review to monitor progress and effectiveness of PR programs/messaging strategy.
- All Interviews / Interactions / Press Conference of top executives to be provided to the Bank on an on-going basis.
- Monthly reporting of any negative Bank publicity in Print/Digital mode.

6.0 DEMOGRAPHIC CENTRES FOR PUBLIC RELATION ACTIVITIES

Punjab & Sind Bank is having its Head Office located at 21, Rajendra Place, New Delhi and Corporate Office, NBCC Tower, Block 3, East Kidwai Nagar, New Delhi which is the main focal point for all its Zonal Offices situated in different parts of the country. The selected Bidder should also assist Zonal Offices as and when required within the scope of this Tender.

7.0 PERIOD OF SELECTION

Bank proposes to empanel the PR agency for a period of **TWO YEARS**. However the Bank reserves the right to terminate or extend the validity period of Selection based on the performance on same Terms and Conditions for a further period of **ONE YEAR**.

Bank may terminate the Agreement in full or in parts by giving a written notice of one month to the PR Agency against acknowledgement. The empaneled agency work is to be reviewed annually and if services are not found satisfactory, the bank reserves the right of de-empanelment of the PR agency.

8.0 PERFORMANCE OF THE AGENCY:

- The Agency agrees to deliver and perform the services in accordance with the time schedule specified by the Bank. It also covers Saturdays/Sundays and other holidays where the Bank would require services to be done by the Agency.
- Delay by the Agency in the performance of its delivery obligations shall render the Bank liable to recover penalty at the rate of 5% of the value of the work per week, subject to a maximum of 20% of the value of the work per month, for non-performance and delayed performance.
- If the Agency fails to complete the work as per the specifications and to the satisfaction of the Bank, the Bank reserves the right to cancel the selection.
- The cancellation/termination of the work order by the Bank shall be at the risk and responsibility of the Agency.
- The Agency shall submit the proof authenticated by the Agency and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.
- The Agency shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- If any act or failure by the Agency under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- If the Agency fails to complete the due performance of the contract in document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty/Liquidated damages for non-performance. Agreement violation will attract penalties.

9.0 TRAINING:

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

10.0 TERMINATION:

Bank shall have option to terminate/cancel this RFP at any stage in its absolute discretion without giving any notice or reasons.

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

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

In the event the Bank terminates the contract in whole or in part pursuant to the above, the Bank reserves the right to get the remaining services executed by another Agency of its choice, by giving one month 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.

In the event of termination of the Work Order/ Agreement due to any cause whatsoever, (whether consequent to the stipulated term of the Work Order/ Agreement or otherwise), Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Applicant shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Applicant to take over the obligations of the erstwhile Applicant in relation to the execution/continued execution of the scope of the Work Order/ Agreement.

- Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that maybe available to Bank under law or otherwise.
- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Work Order/ Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.
- Bank may terminate the Agreement in full or in parts by giving a written notice of one month to the PR Agency against acknowledgement. Similarly, Bank may terminate the Work Order in full or in parts by giving a written notice of 7 days to the PR Agency against acknowledgement.
- The party shall make full endeavour for a smooth transition/provide all support to the new Applicant and/or other party so as to ensure continued customer service and minimum disruption.

11.0 MONITORING:

The monitoring of the day to day working of PR agency will be supervised by; Punjab & Sind Bank, Corporate Office, HO Publicity & Corporate Communication Department, NBCC Tower, Block 3, Ground Floor, East Kidwai Nagar, New Delhi-110023.

12.0 SET OFF:

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

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

13.0 SELECTION PROCEDURE:

Bank will formulate a committee(s) for making technical and commercial evaluation. This committee(s) will supervise the activities relating to evaluation of technical bids, opening of commercial bids and final selection of the PR agency.

D) TECHNICAL EVALUATION:

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

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

Sr No.	Criteria	Range of Marks	Assigned Marks	Maximum marks
1	Average annual fee income from PR activities during FY 2021-22, 2022-23 and 2023-24.	1. If Annual Fee(from PR Activities) ≥ 3 to 5 crores	5	15
		2. If Annual Fee(from PR Activities) ≥ 5.01 to 10 crores	10	
		3. If Annual Fee(from PR Activities) >10.01 crores	15	
2	Average Total Networth for the last three preceding financial years 2021-22,	1. If Avg. Networth ≥ 3 to 5 crores	5	15

	2022-23 and 2023-24:	2. If Avg. Networth \geq 5.01 to 10 crores	10	
		3. If Avg. Networth > 10.01 crores	15	
3	The Agency should be on the panel (currently) of atleast 1 public/private sector banks and financial institutions.	1. If Agency on panel \geq 1 to 2 institutions	10	15
		2. If Agency on panel \geq 3 to 4 years	15	
4	Network strength – India (Valid Proof required)	1. if Network Strength \geq 5-8 offices	5	15
		1. if Network Strength \geq 9-12 offices	10	
		1. if Network Strength \geq 13 offices	15	
Sub-Total Marks (S1)				60

PRESENTATION

Sr.	Criteria	Max Marks	Scoring Methodology
5	Presentation of PR Agency - Overall PR abilities Ability with respect to - Crisis Communication; - Investor Relations; - Digital PR; - Others, if any	40	Subjective Evaluation. Based on brief /challenges of the Bank/ Brand. - PR strategy proposed - Implementation procedure
	Sub-Total(S2)	40	

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

CUT-OFF MARKS

Sr.	Criteria	Max Marks	Min Marks to qualify for Next Evaluation Process
1	Technical Evaluation Marks(S1)	60	67% of Max Tech Marks i.e 40 Marks
2.	Presentation Marks(S2)	40	75% of Max Presentation Marks i.e 30 Marks
3	Total Marks	100	70% of Max of Total Marks i.e 70 Marks

II) COMMERCIAL EVALUATION

Agencies scoring 70 or more out of 100 will be short-listed for commercial bidding.

Commercial proposal of Agencies who qualify in the Technical Proposal shall be opened in the presence of representatives of the agency who choose to be present. The commercial proposals of the listed bidders who have qualified in technical evaluation will be given a weightage of 30%. The combined score of technical proposal (70%) and commercial proposal (30%) will determine the H1, H2, H3 and so on. The Agency with the highest combined score will be recommended for engagement as PR agency of the Bank.

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

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

LC = Lowest Total Retainership Fees among the agencies

C = Total Retainership Fees quoted by each agency

T = Technical Evaluation score

HT = Highest Technical evaluation score among the qualifying agencies

Wt = Weightage for commercial evaluation = 30%

1-Wt = Weightage for technical evaluation = 70%

The following is an illustration of the above procedure:

No.	Service Provider	Technical Evaluation Score	Rate of Commercial Evaluation	“Score”
1	ABC Ltd.	60	Rs. 9 lacs	73.32
2	DEF Ltd.	90	Rs. 8 lacs	100
3	XYZ Ltd.	80	Rs. 10 lacs	86.22

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

Based on this “Score”, the agencies will be ranked. Agency scoring the highest “Score” is considered as H-1 and the “Rate of Commercial Evaluation” quoted by this agency will be treated as benchmark rate for retainable fees.

Since Bank is proposing to empanel ONE bidder for corporate Selection, bidder agreeing to this arrangement will be considered for selection.

14.0 SUBMISSION OF BID:

The Agencies are requested to go through the tender enquiry document carefully and submit the tender. Interested PR agencies may also submit the supporting documents in two envelopes as detailed below:

D) SEALED ENVELOPE I – “TECHNICAL BID”

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

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

- Technical Bid as per the format – Annexure I and CV of proposed staff
- Corporate brochure of the agency.
- Documentary evidence establishing the agency’s eligibility to bid and qualification to perform the contract if the bid is accepted.
- Copy of Article and Memorandum of Association/Partnership deed or Proprietorship deed, if any. In case of Article/Memorandum of Association, the scope of work must indicate ‘Public Relations (PR)’ as business of the firm.
- In case of any change in the agency’s status due to Merger or Acquisition etc., kindly provide the documents to support the statutory positions of the agency.
- Certificate of incorporation
- Tender Fee (DD)
- Earnest Money Deposit (DD)
- Copy of latest Income Tax Return / GST Return / PAN Card / GST Registration.
- Proof of major PR activities handled.
- Proof of Fee Income for PR activities certified by the Auditor as per format
- Copies of the duly audited balance sheets and profit and loss accounts, duly certified by auditor along with the auditor’s report to be enclosed.
- Duly filled in Annexure III, IV, V, VI, VII, VIII.

All the above documents should be duly signed by authorized signatory and stamped, placed in one envelope and superscribed as: **“TENDER FOR SELECTION OF PR AGENCY – TECHNICAL BID”**.

II) SEALED ENVELOPE II – COMMERCIAL BID

It should contain Commercial Bid as per Annexure II duly signed by authorized representative of agency with company seal and super-scribed as **“TENDER FOR SELECTION OF PR AGENCY – COMMERCIAL BID”**. Open envelopes or envelopes which are not sealed will not be accepted. Please note that commercials should be strictly in terms of the format enclosed and any deviation will not be accepted.

As stated above, Technical Bid and Commercial Bid should be placed in two separate envelopes super-scribed and properly closed and sealed. Thereafter, the two envelopes shall be placed inside another envelope, properly closed and sealed and should be super-scribed as **“Selection of PR Agency - Punjab & Sind Bank in response to TENDER 01/2024-25 dated 05.11.2024 ”** on top. All the envelopes shall bear the name and complete postal address of the bidder and should be addressed to:

**The Assistant General Manager (PR),
Punjab & Sind Bank, Corporate Office, HO Publicity & Corporate
Communication Department, NBCC Towers, Block 3, Ground Floor, East
Kidwai Nagar, New Delhi – 110023**

Any bid received by Bank after due date and time, i.e. **27.11.2024 (5:00 pm)** shall not be entertained and shall be rejected outright.

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 Bank and agency previously subject to the deadline will thereafter be subjected to the deadline as extended.

15.0 OTHER TERMS AND CONDITIONS

15.1 SUBCONTRACTS

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

15.2 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 Tender documents.

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

15.3 CLARIFICATION OF BID DOCUMENTS BY AGENCY

A prospective agency, requiring any clarification on the bid documents shall notify the Bank in writing or by e-mail at ho.pr@psb.co.in at least 7 days prior to submission of the tender.

Bank shall respond in writing or by e-mail to any request for the Clarification of the Bid Documents, which it receives not later than 7 days prior to the date of submission of the Tender. Such queries (without identifying the source) will be clarified by Bank and will be displayed on Bank's website.

15.4 CLARIFICATION OF BIDS BY BANK

To assist in the examination, evaluation and comparison of bids, Punjab & Sind 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.

15.5 AMENDMENTS IN DOCUMENTS

At any time, prior to the date of submission of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective agency, modify bid documents by amendments. The amendments shall be notified in Bank's website <https://punjabandsindbank.co.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, Bank may, at its discretion, extend the deadline for the submission of bids, suitably.

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

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 Bank's action.

15.7 OPENING OF BIDS

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

representatives of the bidders and date and time will be intimated to all eligible agencies at least two days in advance.

15.8 AWARD OF SELECTION

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

15.9 ASSIGNMENTS

The Agency agrees that it 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.

15.10 GENERAL CONDITIONS

- The general condition shall apply in contracts made by the Bank for availing the services of selected Agency.
- The selected Agency shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery / performance of the services from time to time.
- The Agency shall indemnify 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 Bank.
- The selected Agency at its own cost will defend or settle any claim against Bank to the effect that the empanelled Agency infringed any Intellectual Property Rights, trade mark, copy right etc. of any person (including third party).
- In the event of any actions being contemplated or instituted against the Bank, for alleged infringement of any intellectual property right or other statutory or common law rights, the Bank reserves the right to cancel immediately its contract or part thereof yet to be undertaken and the Agency shall compensate / repay the Bank any of the commission already paid to the Agency or any other loss that might be incurred by the Bank.
- 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.

- Bank reserves the right to blacklist the Agency for a suitable period in case the Agency fails to honor its bid without sufficient grounds and circulate its names to IBA,RBI and other peer banks.
- The selected Agency shall ensure secrecy of PR related brief, other data which is shared, its findings & recommendations etc.
- It shall be obligatory on the part of Agency to share the sources of secondary data, primary data, Bank interviews/questionnaires etc. and any other items, which are not proprietary property of the Agency.
- The empanelled Agency shall not use the name of the Bank or its logo to promote their business without prior permission from Punjab & Sind Bank.
- Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
- The Agency shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by the Bank in any litigation initiated by any third party.
- The Agency shall implement the work assigned to it by the Bank.
- No other incentive other than retainable fees shall be payable for PR activity, as mentioned in the RFP document.
- 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, increasing / decreasing 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.

15.11 TENDER FEES:

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

- 1) Failure to produce the documents as necessary proof along with the Tender fee while submission of RFP proposal shall render the applicant ineligible for selection.
- 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 RFP.

Exemption from Tender Fee: All Micro and Small Enterprises (MSEs) having registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME are exempted from Tender fee only if a certificate of registration valid on the date of application with the said agencies is submitted along with the bid.

15.12 EARNEST MONEY DEPOSIT (EMD)

The bidder shall furnish Non-Interest earning Earnest Money Deposit (EMD) of **Rs.2,00,000/-*** (**Rs. Two lakhs only**) by way of Demand Draft or Pay Order favouring “Punjab & Sind Bank” payable at New Delhi issued by a scheduled commercial bank. The EMD is refundable only on the non-acceptance of the offer. Application submitted without EMD will not be entertained.

Non-submission of EMD in the format prescribed in RFP will lead to outright rejection of the offer. The EMD of successful bidders will be returned on submission of Performance Bank Guarantee.

The amount of EMD would be forfeited in the following scenarios:

- a) In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b) In case of the successful bidder, if the bidder fails:
 - I) Refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order for any reason whatsoever; or
 - II) To provide the Performance Bank Guarantee within 30 days from signing of SLA or Selection letter whichever is earliest for any reason whatsoever.
 - III) The bidder violates any of the provisions of the terms and conditions of this Tender document.

- **Unsuccessful Bidder** - EMD will be returned by the Bank within two weeks from closure of the RFP.
- **Successful Bidder** - EMD will be discharged upon the vendor furnishing the Performance Bank guarantee.

EXEMPTION FROM EMD - All Micro and Small Enterprises (MSEs) having registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME are exempted from submission of EMD only if a certificate of registration valid on the date of application with the said agencies is submitted along with the bid.

15.13 PERFORMANCE BANK GUARANTEE (PBG)

The selected bidder has to furnish a Performance Bank Guarantee of 3% (Format as per Annexure VIII) of the total contract value (total contract value denotes the total consideration projected by the selected bidder in the financial proposal) in response to this RFP Document. The Performance Bank Guarantee is to be issued by any reputed scheduled commercial bank in India (other than Punjab & Sind Bank) in favour of the firm. The Guarantee shall be valid for the timeframe/tenure of Selection for which the selected bidder has been selected and 3 months thereafter as claim period.

In case of extension of contract, the successful bidder has to extend the Bank Guarantee for the extended period (exceeding three months of the contract) as per stipulation in letter of Selection. In case bidder fails to perform the contract, or violate any terms and conditions, the Bank shall invoke the Performance Bank Guarantee to recover penalty/liquidated damages.

The PBG shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Public / Private Sector Bank in India (Other than Punjab & Sind Bank), acceptable to the Bank in the format provided in the RFP. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.

The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.

Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number. In the event of the Successful Bidder commits a material breach of the terms and conditions of the contract, Bank shall invoke the PBG as per the terms of Agreement.

In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank shall invoke the PBG as per the terms of Agreement. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to the Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract.

The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconstruction or mis-statement.

The PBG may be discharged / returned by the Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

If the Performance bank guarantee is not submitted within the stipulated time or within the timeline agreed beyond the stipulated timelines, the Bank reserves the right to cancel the order/ contract and the Earnest Money Deposit (EMD) taken from the successful Bidder(s), shall be invoked.

15.14 ADOPTION OF INTEGRITY PACT

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-VII.

Signing of IP with Bank would be one of the preliminary qualification for further evaluation. In other words, entering into this pact would be one of the preliminary qualification for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/ bidder not signed the document or refusing to sign shall be disqualified in the bidding process.

Sh. Asha Ram Sihag & Sh. Aditya Prakash Mishra has been appointed as IEM (Independent External Monitor) for the Bank. IEM can be contacted at: -

1. Sh. Asha Ram Sihag, Email ID: arsihag@gmail.com, Mobile No: 9911558502
2. Sh. Aditya Prakash Mishra, Email ID: apmishra53@gmail.com, Mob No. 9560625666

15.15 VALIDITY PERIOD

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the last date of submission of Bids.

15.16 FORCE MAJEURE

The selected applicant shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Work Order/ Letter of Selection is the result of an event of Force Majeure.

For purpose of this clause, “Force Majeure” means an event explicitly beyond the reasonable control of the either party to the Work Order/ Letter of Selection and not involving the selected applicant’s fault or negligence and not foreseeable. Such events may include, but are not restricted to events such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, Covid etc.), which prevents one or both parties from fulfilling their obligations under the Work Order/ / Letter of Selection.

If a Force Majeure situation arises, the applicant shall promptly notify the Bank in writing of such conditions and the cause thereof within seven calendar days. Unless otherwise directed by the Bank in writing, the Applicant shall continue to perform the obligations under the Work Order/ Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15.17 COMPLIANCE WITH LAWS

The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ directors/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank’s business due to the services provided as part of this RFP and the laws which are applicable on the selected bidder.

However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the selected Bidder. The selected Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business

under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the selected Bidder.

The selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

15.18 CORRUPT AND FRAUDULENT PRACTICES

As per the Government directives, it is required that selected Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among applicants(prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- The Bank reserves the right to reject a proposal for award if it determines that the selected Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- The Bank reserves the right to declare a PR Agency ineligible, either indefinitely or for a stated period of time as per the Bank’s discretion, to be awarded a contract if at any time it determines that the PR Agency has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

15.19 VIOLATION OF TERMS

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP.

These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

15.20 AUTHORIZED SIGNATORY

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

15.21 AUDIT/ INSPECTION FOR REPORTS

The Bank reserves the right to conduct an audit/ ongoing audit of the services provided by the Bidder. The Bidder should allow the Reserve Bank of India (RBI) or persons authorized by it or any audit agency/personnel identified by the Bank to access the Bank's documents, records or transaction or any other information given to, stored or processed by the Bidder within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by the RBI/Bank.

The Bidder should allow them to conduct audits or inspection of its books and account with regard to the Bank by one or more officials or employees or other persons duly authorized by Bank.

The Bank would undertake to carry out security audit, vulnerability assessment, usability audit etc. by in - house team, third party independent auditors or reputed management Knowledge Partner at specified intervals with prior information to the successful Bidder. The Bidder is required to provide unconditional and complete support to carry out the audit and arrange for rectification/ updation of the findings at no cost to the Bank.

The external and internal auditors of the Bank will be given right to review internal controls of the Bidder. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity/internal controls of the system and/or solution offered to the Bank.

15.22 PUNJAB & SIND BANK RESERVES THE RIGHT TO:

- a) Reject any and all responses received in response to the RFP.
- b) Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery.
- c) Extend the time for submission of all proposals.
- d) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality).
- e) Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- f) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- g) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.

- h) Change the time schedule of the RFP for inviting the bids or evaluation thereof.
- i) Modify the requirements or any specifications related to eligibility or technicalities.
- j) No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.

15.23 NO LIABILITY

Punjab & Sind Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the PR Agency as part of this Agreement.

Under no circumstances Punjab & Sind Bank shall be liable to the PR Agency for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Punjab & Sind Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

15.24 SUBSTITUTION OF PROJECT TEAM MEMBERS

The bid should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise.

If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

15.25 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 tender document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

15.26 INDEMNITY

The selected applicant 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/ bonafide use of the Deliverables and /or the Services provided by the selected Bidder under this RFP; and/or
- An act or omission of the selected Bidder its employees, agents, sub contractors etc, in performance of the obligations under this RFP; and/or
- Claims made by employees or employees of sub contractors who are deployed by the selected Bidder, against the Bank; and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Bidder to its employees
- Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the selected Bidder under this RFP; and/or
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- Breach of confidentiality obligations of the selected Bidder contained in this RFP; and/or .

- Negligence or misconduct attributable to the selected Bidder or its employees. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the selected Bidder.

In the event of 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 vendor under this assignment.

15.27 SIGNING OF LETTER OF SELECTION AND EXECUTION OF NON-DISCLOSURE AGREEMENT

The successful Applicant shall sign and accept the letter of Selection issued by the Bank which will remain valid for at least 2 (two) years. Beyond two years, the Selection can be extended at the discretion of the Bank with the same scope of work for a further period of maximum 1 (one) year. The letter of Selection 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 Applicant shall execute the prescribed Non Disclosure agreement provided in the RFP within one month from the date of acceptance of letter of Selection or signing of work order/SLA. The NDA shall be executed by the authorized signatory of the successful Applicant. The date of letter of Selection shall be treated as date of Selection and the time-line for Selection shall be worked out with reference to this date.

15.28 COST BORNE BY RECIPIENTS

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

15.29 NO LEGAL RELATIONSHIP

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

16.0 CONFIDENTIALITY

This tender 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.

- 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 selected bidder or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the selected bidder irrevocably agrees and undertakes and ensures that the selected bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of 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 selected bidder of its obligations hereunder.
- The selected bidder 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 selected bidder obligation under this Agreement. The selected bidder shall notify Punjab & Sind Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- The selected bidder 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 selected bidder 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 selected bidder or its affiliates.
- The selected bidder 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.
- The selected bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by Punjab & Sind Bank under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing any of its obligations under this Agreement.
- It shall be the incumbent duty of the selected bidder to undertake not to disclose any business related information of Punjab & Sind Bank to any third person and the selected bidder shall keep all knowledge of the business activities and affairs of Punjab & Sind Bank strictly confidential and also to ensure that neither the selected bidder nor any of its

officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Punjab & Sind Bank.

- However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
 - Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - Prior to the disclosure by Punjab & Sind Bank was known to or in the possession of the selected bidder at the time of disclosure;
 - Was disclosed or parted with the prior consent of Punjab & Sind Bank;
 - Was acquired by the selected bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Punjab & Sind Bank.
- The selected bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit. Notwithstanding above Punjab & Sind Bank shall take all the reasonable care to protect all the confidential information of consultant while performing of the services.
- The provisions of this Clause shall survive the termination of contractual agreement.

17.0 CONTACTING PUNJAB & SIND BANK

No Agency shall try to influence 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 Bank in bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

18.0 DISPUTE RESOLUTION

The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation between Bank's Official and the Agency, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank / and selected bidder/Agency are unable to resolve the dispute after 30 (thirty) days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Agency and Bank respectively.

If after 30 (thirty) days from the commencement of such negotiations between the senior authorized personnel designated by the Agency and Bank, the Bank and the Agency have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR a panel of three Arbitrators, with each side to the dispute being entitled to appoint three arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Seat of Arbitration will be at New Delhi. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The arbitration proceedings will be in the English language. The award will be recorded in writing, alongwith the reasons therefor and shall be final and binding upon the parties. The parties shall equally share the costs of the arbitrators' fees.

Judgment upon the award may be entered by any courts having jurisdiction in New Delhi only.

19.0 GOVERNING LAW & PLACE OF JURISDICTION

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.

(Sanjay Datta)

Asstt. General Manager (PR)

ANNEXURE I

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

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

**The Assistant General Manager (PR),
 Punjab & Sind Bank, Corporate Office,
 HO Publicity & Corporate Communication Department, NBCC Towers,
 Block 3, Ground Floor, East Kidwai Nagar,
 New Delhi – 110023**

Dear Sir,

We hereby offer to submit our request for Selection of PR agency of Punjab & Sind Bank as per **TENDER NO. 03/2024-25** dated 05.11.2024 for “Selection of PR Agency”. We unconditionally agree to abide by the Terms & Conditions specified therein.

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

Our brief profile is as under:

Particulars	Details/Remarks
1) Name of the Agency	
2) Address of the Agency’s Head Office	
3) Address of the Agency’s Delhi/NCR Office	
4) Contact details of Agency’s other offices	
5) Legal status of Agency (Proprietor/Partnership/Private Ltd./Public Ltd.) Proof to be attached	
6) Year of establishment	
7) Accreditation details	
8) Name of the Proprietor/ Partners/ Directors	

Particulars	Details/Remarks		
9) The contact details of officials proposed for handling Punjab & Sind Bank account (separate sheet may be enclosed with Bio-data and other details as per given format).			
10) List of clients presently serving. (A comprehensive list of important clients, including those of Govt. / PSU / BFSI Segment / MNC / Others).			
11) List of banks served in last 5 years			
12) Details of awards in Public Relations (reputed National/International) – attach copies of certificates.			
13) Why do you think that you are suitable for Selection with Punjab & Sind Bank?			
14) Infrastructure facility available with the agency. <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 facilities 			
15) Financial Position: (Rs. in crore) Total PR billing for the year Operating Profit Net Profit/Loss Total Net Worth (Attach certified copy of Audited balance sheet, Profit & Loss Accounts and Income statement.	FY 2021-22 (Audited)	FY 2022-23 (Audited)	FY 2023-24 (Audited)
16) PAN No. of the Agency (Attach copy)			
17) GST No. of the Agency (Attach copy)			
18) TAN No. of the Agency (Attach copy)			
19) Principal Banker and their address			

Particulars	Details/Remarks
20) Banker's DD detail	
21) Any other information that the agency would like to submit.	If needed, the agency can use separate sheets explaining these points.

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

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

In case at any stage, it is found that that the information given by me/us is false/incorrect, Punjab & Sind 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 Agency and date

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

1	Name of PR Agency				
2	Name of staff				
3	Date of Birth				
4	Nationality				
5	Education (add additional rows as required)	Institution	Degree Obtained	Month, Year of Obtainment	
6	Membership of professional organizations				
7	Training and Publication				
8	Languages known (add additional rows as required)	Language	Speaking	Reading	Writing
		Proficiency (good/fair/poor)			
9	Employment Record (starting from Present) (add addl. rows as required)	Company	Position Held	From	To
		Brief of responsibility			
10	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 Authorised Signatory

Firm Name:

Date

ANNEXURE II

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

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

The Assistant General Manager (PR),
 Punjab & Sind Bank, Corporate Office,
 HO Publicity & Corporate Communication Department, NBCC Towers,
 Block 3, Ground Floor, East Kidwai Nagar,
 New Delhi – 110023

Dear Sir,

We hereby offer to submit our Commercial Bid for Selection of PR agency of Punjab & Sind Bank as per **TENDER NO. 03/2024-25** dated **05.11.2024**. We unconditionally agree to abide by the Terms & Conditions specified therein.

Sr.	Particulars	Details/Remarks / Charges
1	Name and contact details of agency's head office	
2	Contact details of person authorized to make commitments to the Bank	
3	Monthly Retainership Fees (Rs) for PR activities/Digital PR	_____ per month + applicable taxes
	Total (Rs.)	

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 Selection, I/we shall appoint separate teams for any competing clients who are in the same business as Punjab & Sind Bank to avoid clash of interests and maintenance of confidentiality.

In case at any stage, it is found that that the information given by me/us is false/incorrect, Punjab & Sind 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 PR Agency and date

ANNEXURE III

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

Date:

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s..... is currently our empanelled PR agency on retainership basis for more thanYears.

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

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

(AUTHORISED SIGNATORY)

NAME:

DESIGNATION:

ANNEXURE IV

Authorisation to sign documents* pertaining to bid submission against TENDER NO. 03/2024-25 for Selection 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 **TENDER NO. 03/2024-25 dated 05.11.2024** for Selection of PR Agency in Punjab & Sind Bank.

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

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

Signature :

Name of Signatory:

Designation :

Seal of Agency/firm/company Date :

Place :

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

ANNEXURE V

[On The Letter Head of Auditors / Chartered Accountants]

CERTIFICATE

TO WHOMSOEVER 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/Gross Profit/Loss and Net Profit/Loss in respect for the financial years mentioned hereunder:

(Rs. in Crores)

Particulars	2021-22 (Audited)	2022-23 (Audited)	2023-24 (Audited)
Fee Income from PR services			
Net-worth			
Operating Profit			
Net Profit / Loss			

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 No.

ANNEXURE VI

[On the letterhead of the Agency duly stamped and signed]

CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

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

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

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending that may have an impact affecting or compromising the delivery of services required during last 5 years.

(Signature of the Authorized Person) _____

Full Name of the Authorized Person: _____

Designation: _____

Seal of the PR Agency and date

ANNEXURE VII

PRE CONTRACT INTEGRITY PACT

UNDERTAKING FOR PRE-CONTRACT INTEGRITY PACT

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

Dear Sir,

INTEGRITY PACT

Subject: Submission of Tender for Selection of PR 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 Notice Inviting Tender (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 in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

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

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

PRE CONTRACT INTEGRITY PACT

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..... . 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 demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

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

Section 5- Previous transgression

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

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

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8- Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director & 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)

Place.....

Date.....

Witness 1:

(Name & Address)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Witness 2:

(Name & Address)

ANNEXURE VIII

PROFORMA OF PERFORMANCE BANK GUARANTEE FOR CONTRACT

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

To,
The Assistant General Manager (PR),
Punjab & Sind Bank, Corporate Office,
HO Publicity & Corporate Communication Department, NBCC Towers,
Block 3, Ground Floor, East Kidwai Nagar,
New Delhi – 110023

WHEREAS _____ (Name and address of service provider) (hereinafter referred to as “the PR AGENCY”) has undertaken to provide the services of PR solution as per their Contract date _____ with you (hereinafter referred to as “the CONTRACT”) in response to TENDER NO. 03/2024-25 dated 05.11.2024 issued by Punjab & Sind Bank.

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

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

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

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

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs _____ (Rupees _____) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the PR AGENCY of any of the terms and conditions contained in the Contract and in the event of the PR AGENCY default or defaults in carrying out any of the work or

discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs. _____ (Rupees _____) may be claimed by you on account of breach on the part of the PR AGENCY of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the PR AGENCY has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the PR AGENCY after expiry of the relative guarantee period of the Contract and after the PR AGENCY had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a “No Demand Certificate” provided always that the guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

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

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the PR AGENCY and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the PR AGENCY or any other forbearance, act, or omission on your part of or any indulgence by you to the PR AGENCY or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs (Rupees _____) as aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the PR AGENCY or any other person, firm or company on its behalf or by the winding up,

dissolution, insolvency or death as the case may be of the PR AGENCY.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the PR AGENCY hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

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

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the PR AGENCY or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the PR AGENCY.

Notwithstanding anything contained herein

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

plus claim period).

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

Dated this _____ day of _____ 2024.

For and on behalf of _____

BRANCH MANAGER

(SEAL)

ADDRESS

ANNEXURE IX

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 PR AGENCY, which expression shall include its successor and permitted assignees), are agreeable to execute “Selection of PR 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 PR AGENCY understands that the information regarding the Bank’s Infrastructure shared by the BANK in their RFP for Selection of PR Agency is confidential and/or proprietary to the BANK, and

WHEREAS, the PR AGENCY understands that in the course of submission of the offer for the said RFP and/or in the aftermath thereof, it may be necessary that the PR 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 PR AGENCY agrees to all of the following conditions, in order to induce the BANK to grant the PR AGENCY specific access to the BANK’s property/information, etc.;

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

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

The PR 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 PR 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:

ANNEXURE X

Pre-Bid Query Format

(To be provided strictly in Excel format)

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