

**REQUEST FOR PROPOSAL  
FOR**

**Empanelment of Creative and Advertising Agencies**

Issued by:

Marketing & Communication Section  
Marketing & Government Relations Wing  
Head Office Annex, Gandhinagar  
Bengaluru - 560 009.

### BID DETAILS IN BRIEF DESCRIPTION

Sl. No.	Description	Details
1.	TENDER No.	TENDER /02/2020 dated 25/02/2021
2.	Brief Description of the RFP	Request for Empanelment of Creative and Advertising Agencies.
3.	Bank's Address for Communication and Submission of Application	<p>The Deputy General Manager Canara Bank, M&amp;C Section, M&amp;GR Wing Head Office Annexe, Ground Floor, 2<sup>nd</sup> Cross, Gandhinagar, Bengaluru -560 009</p> <p>Tel - 080-22340477 Email: <a href="mailto:hoppr@canarabank.com">hoppr@canarabank.com</a></p>
4.	Date of Issue	25/02/2021
5.	Last Date of Submission of Queries	05/03/2021, Friday, 12 Noon
6.	Date of Meeting for clarification on Queries	05/03/2021, Friday, 03:00 Pm
7.	Last Date of Submission of Applications	18/03/2021, Thursday, Up to 5.00 PM
8.	Application Fees (Non Refundable)	Rs. 5,000 /-(Rs. Five Thousand Only) + 18 % GST

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## **DISCLAIMER**

The information contained in this Request for Proposal("RFP") document or information provided subsequently to Applicant(s) whether verbally or in documentary form by or on behalf of Canara Bank (or Bank), is provided to the Applicant(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 document is not an agreement and is not an offer or invitation by Canara Bank to any parties other than the applicant(s) who are qualified to submit the Applications (hereinafter individually and collectively referred to as "Applicant" or "Applicants" respectively). The purpose of this RFP is to provide the Applicants with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Applicant require. Each Applicant may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Canara Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Applicant require. Canara Bank does not undertake to provide any Applicant with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Canara Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website ([www.canarabank.com](http://www.canarabank.com)) and it will become part and parcel of RFP.

Canara Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Canara Bank reserves the right to reject any or the entire Request for Proposal/ proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Canara Bank shall be final, conclusive and binding on all the parties.

**ABBREVIATIONS USED IN THIS DOCUMENT**

Sl. No.	Abbreviation	Description
1.	CVC	Central Vigilance Commission
2.	RFP	Request for Proposal
3.	M & GR WING	Marketing & Government Relations Wing
4.	M&C SECTION	Marketing & Communication Section

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## 1. ABOUT CANARA BANK:

CANARA BANK, a body Corporate and a premier Public Sector Bank established in the Year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head office at 112, J C Road Bengaluru-560002 and among others is having M&GR Wing at Ground Floor, Gandhinagar, Bengaluru- 560009. The Bank is having pan India presence of more than 10,600 branches, 176 Regional Offices and 24 Circle offices situated across the States and presence in abroad. The Bank is working on Core Banking System using Flex cube solutions. The Bank is a forerunner in implementation of IT related products and services and continuously making efforts to provide the state of art technological products to its customers.

## 2. DEFINITIONS:

- 2.1. 'Bank' means, unless excluded by and repugnant to context or the meaning thereof, shall mean 'Canara Bank', described in more detail in paragraph 1 above and which has invited Applications under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 2.2. 'RFP' means this Request for Proposal for Empanelment of Creative and Advertising Agencies for handling print, audio, digital and visual communications and providing solutions to advertising requirements of the Bank.
- 2.3. 'Applicant' means a Creative and Advertising Agency submitting the proposal in response to RFP.

## 3. ABOUT RFP:

- 3.1. Bank intends to empanel the Creative and Advertising Agency for handling print, audio, digital and visual communications and providing solutions to advertising requirements of the Bank.
- 3.2. The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to compliance to selection process and appropriate documentation being agreed between the bank and selected consultant as identified by the bank after completion of the selection process.

#### 4. OBJECTIVE:

- 4.1. Canara Bank invites application from reputed Creative and Advertising Agencies to submit their “Proposal” who fulfills the eligibility criteria as given below for empanelment of Creative and Advertising Agencies for handling print, audio, digital and visual communications and providing solutions to advertising requirements of the Bank.
- 4.2 The Applicants satisfying the Eligibility Criteria as per the RFP and having experience in advertising, communication, design, media campaign and PR services in Banking and Financial Sector are preferred.

#### 5. ELIGIBILITY CRITERIA:

Applicants meeting the following Eligibility Criteria may respond to this RFP:

Sl. No.	Eligibility Criteria	Documents to be submitted along with the RFP
1	The applicant should be a Firm/Company (including a Multi-national company) established in India and should have been in existence for the last 5 years as on 31.03.2020. (In case of merger / acquisitions / restructuring/ Name change, the date of establishment of earlier original firm / entity would be taken into account. No two entities joining together (JVs) specific to this project will be considered.	Copy of the certificate of incorporation and certificate of commencement of business or Registration certificate.
2	The Agency should have a pan India presence.	A Self declaration with details of branches and their addresses by the Applicant on Company's letter head.
3	They should have a representative/ registered office at Bangalore with the required manpower and infrastructure for handling publicity of the size and stature of our Bank.	A Self declaration by the Applicant on Company's letter head.
4	The Agency should have experience of at least five years of working on advertising in the Banking industry and minimum staff strength of 15 handling Publicity and Advertising related Job. They should have an independent creative and media planning team in Bangalore and facilities to plan and execute campaigns, in the print, electronic, OOH and other media at the national level.	Proof of Bill for over 5 years having accomplished the work pertaining to the Publicity related Job.
5	They should have the resources to handle multi-media, multi-lingual publicity campaigns, with proficiency and proof reading facilities in major Indian languages.	A Self declaration by the Applicant on Company's letter head
6	The agency should have a total net worth of at least Rs. 1.00 crore as on 31st March 2020	To be supported by Balance sheet or Chartered Accountant Certificate
7	The Agency should have a minimum billing of Rs. 5.00 crore per annum for the past three consecutive years 2017-18, 2018-19 and 2019-20	To be supported by Balance sheet or Chartered Accountant Certificate. (Audited for 2017-18, 2018- 19 and unaudited for 2019-20)

8	They should be an empanelled advertising agency currently for at least 3 Banks/Financial Institutions out of which 2 should be Public Sector Bank or Public Sector Financial Institutions	Latest Empanelment Letter/ Satisfactory letter from the Banks/ Financial Institutions*
9	The Agency should have INS / IBF accreditation.	Copy of latest Certificate.
10	In respect of agencies who are presently empanelled in the Bank and in the past, their dealings with us must be satisfactory.	
11	They should not have been disqualified / de-empanelled by our Bank / any other bank / financial institution.	A notarized affidavit to this effect must be furnished.
12	The Applicant should not have been blacklisted/barred/disqualified by any regulator/statutory body.	A notarized affidavit to this effect must be furnished.
13	The Applicant's firm should not be owned or controlled by any Director or Employee or Relatives of Canara Bank	A Self declaration by the Applicant on Company's letter head.

\* If any agency is empanelled earlier in any Bank/s which is/are amalgamated w.e.f. 01/04/2020 then, copy of the letter of empanelment is to be submitted.

**Note:** The decision of Canara Bank shall be final, conclusive and binding on all the parties. The Agencies shall fully familiarize themselves about the applicable Domestic Taxes (such as GST, Income Tax, duties, fees, levies, etc.) and amount payable by Department of Information Technology under the Contract. The Agencies, shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

\* All the above documents along with tender document should be duly signed by authorized signatory, serially numbered, and placed in one envelope.

\* KYC Documents of all the directors to be enclosed.

## 6. APPLICATION MONEY:

6.1. The following amount shall be payable towards Application money.

Application fees for Rs.5,000/- (Non Refundable) + 18 % GST	By way of DD favoring "Canara Bank" payable at Bengaluru issued by a Scheduled Commercial Bank.
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6.2. Further, all Applicants shall have to comply the following:

6.2.1. Produce the documents as necessary proof along with the Application fee while submission of RFP proposal failure to which shall render the applicant ineligible for empanelment.

6.2.2. The Applicant should submit one DD for Application Fee.

6.2.3. The Applicant should not provide any commercial proposal with the response to this RFP.



## 7. SCOPE OF WORK:

Canara Bank will require the services of the advertising agencies for the below mentioned broad categories of the work:-

- a) To design, develop, edit and release the Bank's creative in Advertising Campaigns in all types of media viz. Print, Electronic, Outdoor, digital/social media etc. & any other media as decided by the Bank.
- b) Conceptualization and designing of creative campaigns for reinforcement, extension, enhancement and promotion of Canara Bank Brand.
- c) To undertake event management for Bank from time to time.
- d) The advertising agency shall be expected to provide design/artworks of collaterals on demand.
- e) Designing and creating artwork options & making necessary adaptations and modifications
- f) Present CANARA BANK with a professional, sophisticated and recognizable brand identity
- g) Developing creative at their cost for release of advertisements in various media like print, TV, Radio, outdoor, digital/social, cinema (including multiplexes), films, digital signage solution, etc. and printed publicity material like brochures, booklets, posters, pamphlets, folders, annual reports, calendars, handouts, banners, diaries, presentation items, etc.
- h) Planning cost effective Media Campaigns along with cost benefit analysis for Canara Bank
- i) Release of advertisements in various Media like Print, TV, Radio, Digital, social, Outdoor activities etc. in India/abroad. Job(s) for release of advertisement in print/electronic/digital and other media shall be assigned to the agency whose design/concept is finally approved by the Bank out of various designs/concepts artworks submitted by the empanelled agencies and Bank shall not be liable to pay any amount on account of conceptualization/designing/artwork etc. to the agencies for their concepts/designs not selected by the Bank. However, it is at the sole discretion of the Bank:
  - a. To assign the work to any empanelled advertising agency
  - b. To invite media plan from all or selected empanelled agencies as per the Bank's need
  - c. To negotiate directly with the media for release of advertisement
  - d. To select any suitable selection method that may emerge from time to time.
- j) Any other work related to media campaigns, artworks, designs, etc.

- k) Audio/video advertisement through TV Commercials/promos, Radio Jingles and Audio Clips, short films/documentaries etc.
- l) Digital Media like SMS, Social Networks and paid services on social media like boosting etc, Websites, Banners, E-mails, Caller Tunes, etc. Campaigns and other emerging media.
- m) All advertising material to be released on Bank's behalf should be duly approved by the Competent Authority (ies) of the Bank.
- n) The design/concept developed by the agency and selected by the Bank shall be the sole property of the Bank and, as such, the concerned agency shall not have any right to use the same anywhere else. Further, the same can be released directly in media by the Bank at any time, at its sole discretion.
- o) For Social media work/s separate price quotation will be obtained from the empanelled agencies as and when required
- p) Publicity campaigns, Notice/Tender advertisements should be in Hindi, English and/or other regional languages as may be approved by the Bank from time to time.
- q) Monitoring and reporting on campaign performance on day to day basis.
- r) Advise on other evolving media.
- s) Managing BTL activities of the Bank as and when required.
- t) To design, develop, edit & release Bank's Notice Advertisements and Tender Advertisements and other jobs as decided by the Bank.

## **8. TERMS AND AWARD OF WORK:**

- 8.1. The duration of Empanelment of proposed agencies will be for a period of **Two years**. However the Bank reserves the right to cancel or extend the validity period of empanelment for further period of one year.
- 8.2. Bank has the right to award the work to any of the empanelled agencies, depending on the exigencies of the work and for any particular work depending on the nature and magnitude of work.
- 8.3. Bank may, at its sole and absolute discretion, choose to avail all services or part thereof. Such decision will be advised during the course of the engagement.
- 8.4. Bank will define the evaluation methodology in line with CVC and regulatory requirements and industry trends.
- 8.5. The empanelled agency will be paid the expenses incurred by them during their services on the due submission of an itemized bill". The price quoted in the bill is exclusive of GST or any other applicable taxes and payments made will be subject to deduction of

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

- 8.6 The successful agency/ies is/are required to enter into a contract with the Bank duly mentioning the terms and conditions and scope of work and remuneration criteria on mutually agreed terms.
- 8.7 The empanelled agencies should not use the ideas given to them for banking usage in favor of other institution
- 8.8 The empanelled agencies should comply with Social Media Policy, Publicity Policy of the Bank, Brand Manual of the Bank.

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

- 9.1. During empanelment period, the Bank reserves the right to reject any applications without giving any reasons. The Bank's decision will be final in this regard.
- 9.2. Bank should retain with themselves the authority to blacklist or bar a Applicant for a specified period of the time from participating in its procurement process where the Bank has authentic information that the Applicant has been debarred from participating in the procurement process by a foreign country, international organization or by a local organization on ground of fraud or corruption or for some other reason which, in the opinion of the Bank is not compatible with its procurement policy and ethical standard.
- 9.3. If the service provided by the Agency is found to be unsatisfactory or if at any time it is found that the information provided for empanelment or for any Application is false or if irregularities shown by the Agencies when applying for the Applications, the Bank reserves the right to remove such Applicants from the empanelled list without giving any notice to the Agencies in advance.

#### **10. PRE-EMPANELMENT QUERIES:**

- 10.1. The Applicant should carefully examine and understand the scope and, terms and conditions of RFP and may seek clarifications, if required. The Applicants in all such cases seek clarification in writing in the same serial order of that of the RFP by mentioning the relevant page number and clause number of the RFP.
- 10.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the Deputy General Manager, M&GR Wing, HO, Bengaluru by the intending Applicants before **12:00 Noon on 05/03/2021**.
- 10.3. No oral or individual consultation shall be entertained.
- 10.4. Bank has the discretion to consider any other queries raised by the applicant's representative during the pre-empanelment meeting.

- 10.5. The Bank will consolidate all the written queries and any further queries during the pre-empament meeting and the replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the Applicant/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the Applicants.
- 10.6. Non receipt of reply to the queries raised by any of the Applicants shall not be accepted as a valid reason for non submission of application. In addition, non reply to any query may not be deemed the version of the Applicant as reflected in the query has been accepted by the Bank

**11. AMENDMENT TO RFP:**

- 11.1. At any time prior to deadline for submission of Applications, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective Applicant, may modify the bidding document, by way of an amendment.
- 11.2. Notification of amendments will be put up on the Bank's website (www.canarabank.com) and will be binding on all Applicants and no separate communication will be issued in this regard.
- 11.3. In order to allow prospective Applicants reasonable time in which to take the amendment into account in preparing their Applications, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Applications.

**12. PREPARATION OF APPLICATIONS:**

- 12.1. All Applications and supporting documents shall be submitted in English and on A4 size paper, spirally bound securely and in serial order.
- 12.2. All pages of RFP should be stamped and signed by Authorized Signatory of the Applicant. All pages of the Application document should be serially numbered and shall be signed by the authorized person/s only. The person/s signing the Application shall sign all pages of the Application and rubber stamp should be affixed on each page. The Applicant should submit a copy of Board Resolution or power of attorney document showing that the signatory has been duly authorized to sign the Application document.
- 12.3. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per ANNEXURE-2.

**13. ERASURES OR ALTERATIONS:**

The Offers containing erasures or alterations or overwriting will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information being

offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

#### **14. SUBMISSION OF APPLICATION:**

- 14.1 Application forms, complete in all respects, may be sent in a sealed envelope superscribed "Empanelment of Creative/ Advertising Agency" addressed to  
**The Deputy General Manager,  
Canara Bank,  
Marketing & Communication Section,  
Marketing & Government Relations Wing  
Head Office Annex, 2<sup>nd</sup> Cross,  
Gandhinagar, Bengaluru-560009**
- 14.2 The applications should confirm to the terms and conditions mentioned in the RFP.
- 14.3 The applications have to be submitted by the eligible agencies on/ before 18/03/2021 up to 5 P.M. after which no applications will be entertained.
- 14.4 Applications once submitted will be treated as final and no further correspondence will be entertained in this regard.
- 14.5 Further, Bank reserves the right to accept, reject either in full or in part all or any application or even cancel the RFP at any time during the RFP process and even re-issue a fresh RFP process without assigning any reason”.
- 14.6 The Bank reserves the right to terminate the services of any agency at any point of time without assigning any reason whatsoever.
- 14.7 Canara Bank reserves the right to amend, modify, add or delete, accept or reject in part or full any conditions mentioned as above without assigning any reason thereof. The decision of the Bank will be final.
- 14.8 The amendments so carried out will be posted on Bank’s website in the form of an addendum / corrigendum and the same will be assumed as reasonable notification to the agencies. Any such amendments made shall form an integral part of the RFP”.

#### **15. EVALUATION OF RFP:**

- 15.1. The Bank will evaluate the application/s submitted by the applicant/s under this RFP by the appropriate committee of the bank. The Bank may engage an external agency for evaluation of the application. It is Bank's discretion to decide at the point of time.
- 15.2. At the time of evaluation of RFP, the Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the Application which does not constitute a material deviation. Bank’s decision with regard to ‘minor non-conformity’ is final and the waiver shall be binding on all the Applicants and the Bank reserves the right for such waivers.

## **16. PROCEDURE FOR EMPANELMENT:**

- 16.1 All the proposals received will be scrutinized to assess the eligibility based on the qualifying criteria. Those proposals which do not meet the qualifying criteria will be rejected.
- 16.2 From the applications received, the agencies fulfilling the eligibility criteria will be asked to submit CDs and Pen Drive containing a presentation of some of their recent creatives, preferably for the Banking sector done by them both for print, digital, outdoor and electronic media.
- 16.3 The shortlisted eligible agencies will be invited to make a presentation on a specific campaign/product as decided by the Bank.
- 16.4 The agencies will be evaluated based on the following:
- Recent creative work done for other Banks for print media.
  - The agency's understanding of the needs of the financial sector, especially of Canara Bank.
  - Recent posters/brochures on products designed by them for other banks.
  - TV Commercials/Radio Jingles made by them for other corporate.
  - Availability of infrastructure facilities.
  - Media buying capabilities.

The final selection of agencies for empanelment will be done based on the above.

## **17. CLARIFICATIONS OF OFFERS:**

- 17.1. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the Applicants/any of the Applicants on the offer made by them. The request for such clarifications and the Applicants response will necessarily be in writing and it should be submitted within the time stipulated by the Bank.
- 17.2. The Bank can repeat this normalization process at every stage of Application submission till Bank is satisfied. The shortlisted Applicants agree that, they have no reservation or objection to the normalization process and all the technically shortlisted Applicants will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.
- 17.3. The shortlisted Applicants, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

## **18. MODIFICATION/CANCELLATION OF RFP:**

- 18.1. The RFP is not an offer by Canara Bank but an invitation to get the response from the interested Applicants for short listing the Applicants for Bank's requirements. No contractual obligations whatsoever shall arise from the RFP process.



18.2. The Bank reserves the right to cancel RFP process at any time, without thereby incurring any liabilities to the affected Applicant[s]. Reasons for cancellation, as determined by the Bank in sole discretion include but are not limited to, the following:

- a] Services contemplated are no longer required
- b] Change in the scope of work or due to unforeseen circumstances and /or factors and /or new developments
- c] The project is not in the best interest of the Bank
- d] Any other reason

18.3. The Bank also reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected Applicant(s) on account of such rejection. Bank shall not be obliged to inform the affected Applicant(s) of the grounds for the Bank's rejection.

## **19. RESPONSIBILITY FOR COMPLETENESS:**

19.1. The Applicant shall be responsible for any discrepancies, errors and omissions in the Application, or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the Bank or not. The Applicant shall take all corrective measures arising out of discrepancies, error and omissions in the Application and other information as mentioned above within the time schedule.

19.2. Willful misrepresentation of any fact within the Application will lead to the disqualification of the Applicant without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of Canara Bank.

19.3. The Bank reserves the right to verify the validity of Application information and to reject any Application where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after the award of contract.

## **20. INDEMNITY**

20.1. The Applicant shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

- i) The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Applicant;
- ii) Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Applicant;

- iii) Willful Negligence, Fraud or gross misconduct solely attributable to the Applicant or its employees or its representatives, agents, security analysts, consultants and advisors.

20.2. The Applicant shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of services provided by them.

- i) All indemnities shall survive notwithstanding expiry or termination of the empanelment and Applicant shall continue to be liable under the indemnities.

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

20.3. For the purpose of the Agreement, the Applicant shall include the Applicant, its personnel, employees, consultants, and / or other authorized persons.

20.4. The responsibility to indemnify set forth in this Clause shall survive the termination of this engagement for any reason with regard to any indemnity claims arising in relation to the performance hereof."

## 21. **CONFIDENTIALITY & NON DISCLOSURE:**

21.1. Any Information exchanged under this Document will be treated as confidential unless specified otherwise.

21.2. Without prejudice to the generality of the foregoing, any and all information that is or has been received by Applicant from the Bank, including but not limited to trade secrets, discoveries, concepts, know how, software, methodologies, techniques, designs, specifications, drawings, data, computer programs, business activities and processes, customer lists, reports and any other technical and business information or communication, whether in oral, written, graphic, magnetic, electronic or other form, made in the course of discussions, studies or other work undertaken between parties either through Emails or other means of communication will be deemed to be confidential information for the purpose of this Clause.

21.3. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Contract, and shared with



employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.

- 21.4. The Parties further agree that upon the request of the disclosing party, the receiving party promptly return the confidential information (including any copies, extracts and summaries as reasonably required) to the disclosing party or, with the disclosing party's written consent, promptly destroy it (and any copies, extracts and summaries thereof) and will provide the disclosing party with written certification of destruction.

## **22. EXEMPTION:**

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

## **23. INTELLECTUAL PROPERTY RIGHTS:**

Applicant warrants that any inputs/deliverables provided by it shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Applicant warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents, and other intellectual property rights of any nature whatsoever.

In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, applicant shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; or [b] replace or modify such deliverables to make them non- infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard."

#### **24. FORCE MAJEURE:**

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of the Bank to continue or cancel the contract shall be final and binding on the Agency.

#### **25. ASSIGNMENT:**

The Applicant shall not assign to any one, in whole or in part, its rights/ obligations to perform under the RFP except with the Bank's prior written consent."

#### **26. CORRUPT AND FRAUDULENT PRACTICES:**

- As per Central Vigilance Commission (CVC) directives, it is required that Agencies /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 agencies (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 agency recommended for empanelment has engaged in corrupt or fraudulent practices in competing for the contract in question.
- The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

**27. INTIMATION TO THE SHORTLISTED APPLICANTS:**

The Bank reserves the right to intimate the shortlisted agencies on the basis of evaluation.

**DEPUTY GENERAL MANAGER**



ANNEXURE-1

**Covering Letter Format**

**(Covering Letter has to be submitted in company's letter head)**

Offer Reference No:

Date: dd-mm-yyyy

To  
The Deputy General Manager,  
Canara Bank,  
Marketing & Communication Section  
Marketing & Government Relations Wing  
Head Office Annex, Gandhinagar  
Bengaluru – 560 009.

Dear Sir,

**Sub: Empanelment of CREATIVE AND ADVERTISING AGENCIES**

**Ref: TENDER /02/2020 dated 25/02/2021**

Having examined the Tender document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to get short listed as **CREATIVE AND ADVERTISING AGENCIES** with the said RFP.

If our offer is accepted, we undertake to participate in the tender process.

We agree to abide by and fulfill all the terms and conditions of the RFP and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in Tender

We enclose a list of Public Sector/ Private Sector Banks in India (giving their full addresses) to whom we consulted as Consultant.

We accept all the Instructions and Terms and Conditions of the subject Tender.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our Application is liable to be rejected.

Date :  
Place :

Signature with seal:  
Name :  
Designation :

**ANNEXURE-2**  
**Eligibility Criteria Declaration**

(Eligibility Criteria Declaration has to be submitted in company's letter head)

**Sub: Empanelment of CREATIVE AND ADVERTISING AGENCIES**

**Ref: TENDER /02/2020 dated 25/02/2021**

We have carefully gone through the contents of the above referred tender and furnish the following information relating to Eligibility Criteria.

Sl. No.	Eligibility Criteria	Documents to be submitted along with the Tender
1	The applicant should be a Firm/Company (including a Multi-national company) established in India and should have been in existence for the last 5 years as on 31.03.2020. (In case of merger / acquisitions / restructuring/ Name change, the date of establishment of earlier original firm / entity would be taken into account. No two entities joining together (JVs) specific to this project will be considered.	Copy of the certificate of incorporation and certificate of commencement of business or Registration certificate.
2	The Agency should have a pan India presence.	A Self declaration with details of branches and their addresses by the Applicant on Company's letter head.
3	They should have a representative/ registered office at Bangalore with the required manpower and infrastructure for handling publicity of the size and stature of our Bank.	A Self declaration by the Applicant on Company's letter head.
4	The Agency should have experience of at least five years of working on advertising in the Banking industry and minimum staff strength of 15 handling Publicity and Advertising related Job. They should have an independent creative and media planning team in Bangalore and facilities to plan and execute campaigns, in the print, electronic, OOH and other media at the national level.	Proof of Bill for over 5 years having accomplished the work pertaining to the Publicity related Job.
5	They should have the resources to handle multi-media, multi-lingual publicity campaigns, with proficiency and proof reading facilities in major Indian languages.	A Self declaration by the Applicant on Company's letter head
6	The agency should have a total net worth of at least Rs. 1.00 crore as on 31st March 2020	To be supported by Balance sheet or Chartered Accountant Certificate
7	The Agency should have a minimum billing of Rs. 5.00 crore per annum for the past three consecutive years 2017-18, 2018-19 and 2019-20	To be supported by Balance sheet or Chartered Accountant Certificate. (Audited for 2017-18, 2018- 19 and unaudited for 2019-20)
8	They should be an empanelled advertising agency currently for at least 3 Banks/Financial Institutions out of which 2 should be Public Sector Bank or Public Sector Financial Institutions	Latest Empanelment Letter/ Satisfactory letter from the Banks/ Financial Institutions*

<b>9</b>	The Agency should have INS / IBF accreditation.	Copy of latest Certificate.
<b>10</b>	In respect of agencies who are presently empanelled in the Bank and in the past, their dealings with us must be satisfactory.	
<b>11</b>	They should not have been disqualified / de-empanelled by our Bank / any other bank / financial institution.	A notarized affidavit to this effect must be furnished.
<b>12</b>	The Applicant should not have been blacklisted/barred/disqualified by any regulator/statutory body.	A notarized affidavit to this effect must be furnished.
<b>13</b>	The Applicant's firm should not be owned or controlled by any Director or Employee or Relatives of Canara Bank	A Self declaration by the Applicant on Company's letter head.

Note: The decision of Canara Bank shall be final, conclusive and binding on all the parties.

Date :

Place :

Signature with seal:

Name :

Designation :

**ANNEXURE-3**  
**Application Form**

APPLICATION FORM TO BE SUBMITTED BY CREATIVE AND ADVERTISING AGENCIES FOR RENDERING SERVICE TO CANARA BANK - TENDER.

1. Name of the Agency :
2. Address of Regd/Head Office :
3. Name of the Proprietor/  
Partners/ Directors :
4. Authorized person to be contacted :
- Tel. No.s :
- Mobile No. :
- Fax No. :
- Email ID :
5. Date of Establishment :
6. No. of years in advertising business:
7. No. of branches/offices (if any)  
& their addresses :
8. Whether accredited to  
(copy to be enclosed) :
- a] INS :
- b] IBF :
9. Infrastructure : (At each centre)
  1. Creative Artists (Number) :
  2. Client Servicing (Number) :
  3. Other Staff (Number) :
  4. Total (Number) :

10. Financial Position :

Billing for 2017-2018	Billing for 2018-2019	Billing for 2019-2020

- (i) Turnover (Rs. in crores)
- (ii) Profit (Rs. in crores)

(Copies of Audited balance sheets and Profit & Loss Accounts to be enclosed).  
(Declaration : - Self Declaration on the letter head that there are no outstanding  
Income Tax/Sales Tax dues).

**11. List of Major Corporate Clients Serviced :**

(Give details of Corporate Clients and Banks as clients having annual billing with your Agency of Rs. 5.00 crore and above).

**A] CORPORATE CLIENTS:**

Sl. No	Name	Billing for 2017-2018	Billing for 2018-2019	Billing for 2019-2020
1				
2				
3				

**B] SCHEDULED BANKS:**

Sl. No	Name	Billing for 2017-2018	Billing for 2018-2019	Billing for 2019-2020
1				
2				
3				

**12. Major campaigns handled during past two years :**

(enclose certificate from the client).

Sl. No.	Name of the client	Nature of the campaign	Amount in lakhs

**13. Give details of experience in making TVCs/Corporate Films/AVs for Banks in preceding 2 years:**

Sl. No	Name of the Bank	Product	Billing for 2018-2019	Billing for 2019-2020
1				

**14. Give details of other services offered to clients during preceding two years**

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

**15. Give details of National/ International awards in the field of advertising received during preceding two years :**

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

**16. Bankers and their addresses :**



1. Principal Bankers
2. Other Bankers

17. Details of application Money :

DD NO. & Date :  
Bank/Branch :

18. List of enclosures :

Date

(Authorised Signatory)

Place

Seal

ANNEXURE-4

**Authorization Letter Format**  
**(Authorization Letter Format has to be submitted in Company's Letter Head)**

Date: \_\_\_\_\_

The Deputy General Manager,  
Canara Bank,  
Marketing & Communication Section  
Marketing & Government Relations Wing  
Head Office Annex, Gandhinagar  
Bengaluru - 560 009.

Dear Sir,

**Sub: Empanelment of Creative and Advertising Agencies**

**Ref: TENDER /02/2020 dated 25/02/2021**

This has reference to your above Tender for **Empanelment of Creative and Advertising Agencies**.

Mr. / Miss/Mrs. \_\_\_\_\_ is hereby authorized to attend the  
Application opening of the above tender \_\_\_\_\_ DT: \_\_\_\_\_ on  
\_\_\_\_\_ on behalf of our organization.

The specimen signature is attested below:

\_\_\_\_\_  
Specimen Signature of Representative

\_\_\_\_\_  
Signature of Authorizing Authority

\_\_\_\_\_  
Name & Designation of Authorizing Authority

Place:

**Annexure-5**  
**Compliance Statement**

**(Compliance Statement has to be submitted on Company's Letter Head)**

Date: \_\_\_\_\_

The Deputy General Manager,  
Canara Bank,  
Marketing & Communication Section  
Marketing & Government Relations Wing  
Head Office Annex, Gandhinagar  
Bengaluru – 560 009.

Dear Sir,

**Sub: Empanelment of Creative and Advertising Agencies**

**Ref: TENDER /02/2020 dated 25/02/2021**

We understand that any deviations mentioned elsewhere in the Application will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the Application, if the Application is not submitted in proper format as per subject

Sl. No.	Description	Complied Yes/No
1	Scope of Empanelment	
2	Empanelment procedure	
3	Instructions to the Applicants	

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our tender is liable to be rejected.

Date

Signature with seal

Name :

Designation :

**ANNEXURE 6**

**(On letterhead of the Bidder's Client duly stamped and signed-original copy not older than 3 months)**

Date:

**PERFORMANCE CERTIFICATE**

This is to certify that M/s..... is currently our empanelled **Creative and Advertising Agencies** and is for more than .....Years.

The Agency has entrusted with Media Buying, Media Planning, Media Activities, Brand Penetration, 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 7

### Undertaking Letter regarding Validity of Documents and Information

In respect of the proposal submitted by us in response to the TENDER 02/2020 dated 25/02/2021 floated by Canara Bank for **Empanelment of Creative and Advertising Agencies**, we hereby undertake that all documents and information provided by us in the proposal are valid for at least 180 days (6 months) from the date of submission of the bid.

Date

Signature with Seal

Name :

Designation :

## ANNEXURE-8 CERTIFICATE

### TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s. ....  
Having  
its Registered Office .....  
had achieved the following level of Turnover/Net Profits/ Net worth in respect for the  
financial years mentioned hereunder:

(figures in crore)

Particulars	2017-18	2018-19	2019-20
Turn over			
Net profit			
Net-worth			

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

Signatures of Auditors / Chartered Accountants Name:

Seal

Place:

Date:

**ANNEXURE-9**  
**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

## **ANNEXURE 10**

### **PRE CONTRACT INTEGRITY PACT ( To be submitted on Rs. 200 Stamp Paper)**

#### **1. GENERAL**

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on\_\_\_\_\_ day of the month 2019 , between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bengaluru 560 002,with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri\_\_\_\_\_, (Designation of the officer) representing \_\_\_\_\_, of the BUYER, of the FIRST PART

AND

M/s.\_\_\_\_\_represented by Shri \_\_\_\_\_Chief Executive Officer/ Authorized Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) /engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-



contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

**2.1. Enabling the BUYER to obtain the desired**

Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

**2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.**

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

**COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following:-

**3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or non material benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.**

**3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS /SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR /SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/ CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDERS.**

3.3. The BUYER shall report to the appropriate Government Regulators/ Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

#### 4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or non material benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or non material benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Bidders/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the

contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## 5. PREVIOUS TRANSGRESSION

5.1 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE

PROVIDER can be disqualified from the bid/bid process or the contract, if already awarded, can be terminated for such reason.

## 6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting Price bid, shall deposit an amount as specified in RFP/Bid Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the bid documents.

6.2. The Earnest Money/Security Deposit shall be *valid for a period till* the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/ SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

## 7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained, by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Lending Rate (MCLR / Base Rate) of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR /SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/ SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/ CONTRACTOR/ SERVICE PROVIDER. The



BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR/SERVICE PROVIDER shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR/ SERVICE PROVIDER. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## 8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

## 9. INDEPENDENT EXTERNAL MONITORS

9.1. The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of bidding process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe a violation of this Pact, they will so inform the Management of the BUYER.

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project/Procurement documentation of the BUYER including that provided by the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR /SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Bid is being /has been submitted by BIDDER/SELLER/CONTRACTOR/ SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractors with confidentiality.

9.7. The BUYER will provide to the Monitors 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 parties. The parties may offer to the Monitors the option to participate in such meetings.

9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

#### 10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

#### 11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Bengaluru.

## 12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

## 13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/ CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at ..... on.....

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER/AUTHORISED

SIGNATORY

Designation

Name of Wing

Canara Bank

Witness

Witness

1) & 2) 1) & 2)





**ANNEXURE-11**

**Undertaking Letter pertaining to Taxes and TDS**

We understand that Bank shall be placing Order to the Selected Bidder at the agreed cost and applicable taxes will be paid at actual at prevailing rate against production of invoice / bills.

We understand that Bank shall be deducting TDS as per the applicable laws for the payment made to Bidder.

We are agreeable to the payment schedule as per “Payment Terms” of the TENDER.

Signature with Seal

Name :

Designation :

Date

**ANNEXURE-12**

**Non-Disclosure Agreement**

(To be given on the Company's Letter Head)

WHEREAS, we, \_\_\_\_\_,  
having Registered Office at \_\_\_\_\_, hereinafter referred to as  
the Bidder, are agreeable to creative & advertising Services to Canara Bank, having its registered  
office at 112, J C Road Bengaluru 560002, hereinafter referred to as the BANK and,

WHEREAS, the Bidder understands that the information regarding the Bank's creative & advertising  
Activities shared by the BANK in their Request for Proposal is confidential and/or proprietary to the  
BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for providing the  
solution of CREATIVE & ADVERTISING AGENCY" and/or in the aftermath thereof, it may be  
necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to  
certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration  
of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to  
grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or  
disclose to others, nor, use in any services that the Bidder performs for others, any confidential or  
proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written  
authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the BANK or,  
prepared or produced by the Bidder for the purpose of submitting the offer to the BANK for the said  
solution, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone  
outside the BANK.

The Bidder 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 Bidder 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.

Date

Signature with Seal

Name :

Designation :

**LIST OF CIRCLE OFFICES:**

Agra  
Ahmedabad  
Bangalore  
Bhopal  
Bhubaneswar  
Chandigarh  
Chennai  
Delhi  
Guwahati  
Hyderabad  
Hubbali  
Jaipur  
Karnal  
Kolkata  
Lucknow  
Madhurai  
Mangalore  
Mumbai  
Patna  
Pune  
Ranchi  
Trivandrum  
Vijayawada  
Manipal