



REQUEST FOR EXPRESSION OF INTEREST

FOR

Empanelment of Merchant Banker(s)

Issued by:

**Canara Bank
Profit Planning Section, Head Office
Strategic Planning & Development Wing
4th Floor, 112 J C Road
Bengaluru - 560 002.**



Bid Details in Brief Description

Sl. No.	Description	Details
1.	EOI No.	SPD/PP/ 01/2016-17dated 03/10/2016
2.	Brief Description of the EOI	Empanelment of Merchant Banker(s) including Lead Merchant Banker to provide issue management services to Bank in relation to Bank's proposed Rights Issue of Equity Shares.
3.	Bank's Address for Communication and Submission of Tender	Deputy General Manager Canara Bank, Profit Planning Section 4 th floor, S P & D Wing, 112 J C Road, Bengaluru -560 002 Tel - 080-22106030 Fax- 080-22108445 Email: hopps@canarabank.com
4.	Date of Issue	03/10/2016, Monday
5.	Last Date of Submission of Queries for Pre Bid Meeting	07/10/2016, Friday, 3.00 PM
6.	Date of Pre Bid Meeting	14/10/2016, Friday, 3.00 PM
7.	Last Date of Submission of Bids	21/10/2016, Friday, Upto 3.00 PM
8.	Date of Opening of Bid	21/10/2016, Friday at 3.30 PM
9.	Application Fees (Non Refundable)	Rs. 10,000 /-
<p>This document can be downloaded from Bank's website http://www.canarabank.com/English/scripts/EOI.aspx and also from National Information Centre(NIC) website http://www.tenders.gov.in. In that event, the bidders should pay the Application Fee for tender document by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of Canara Bank, payable at Bengaluru and submit the same along with the Bid document.</p>		



Disclaimer

The information contained in this Expression of Interest (“EOI”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Canara Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided. This EOI document is not an agreement and is not an offer or invitation by Canara Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this EOI is to provide the Bidders with information to assist the formulation of their proposals. This EOI does not claim to contain all the information each Bidder require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this EOI. 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 EOI. The information contained in the EOI document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. Canara Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the EOI 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 EOI and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank’s Website (www.canarabank.com) and it will become part and parcel of EOI.

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

Empanelment of a Merchant Banker, consequent upon his emerging successful in this EOI, shall not confer any right to any Merchant Banker to claim Merchant Banking Business from Canara Bank. Allotment of work to an empanelled Merchant Banker shall be made only on the basis of his being declared successful in the RFP subsequently issued for the purpose.”



Abbreviations used in this Document

Sl. No.	Abbreviation	Description
1.	AMC	Annual Maintenance Contract
2.	CVC	Central Vigilance Commission
3.	IT	Information Technology
4.	NI ACT	Negotiable Instrument Act
5.	PAN	Permanent Account Number
6.	RFP	Request for Proposal
7.	SP&D WING	Strategic Planning & Development Wing
8.	EOI	Expression of Interest
9.	IEM	Independent External Monitor
10.	RBI	Reserve Bank of India
11.	SEBI	Securities and Exchange Board of India



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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 S P& D Wing at 4th Floor, 112 J C Road, and Bengaluru-560002. The Bank is having pan India presence of more than 5800 branches and 42 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. The Bank is having over 9280 ATMs, 4725 POS, 3.19 Crores debit card base and 2 lakhs credit cards.

The issued and subscribed and paid up equity capital as on 30.06.2016 was Rs. 543 Crores (542991000 shares of face value Rs. 10 each) out of which Government of India holds 66.30% of the equity and the balance 33.70% of the equity is held by the public, which includes the individuals, Foreign Institutional Investors, Domestic Institutional Investors and Bodies Corporate.

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 bids under this Expression of Interest and shall be deemed to include its successors and permitted assigns.
- 2.2. 'EOI' means this Expression of Interest for Empanelment of Merchant Banker(s) to assist the Bank in its rights issue.
- 2.3. 'Bidder' means a Merchant Banker(s) submitting the proposal in response to EOI.

3. About EOI:

- 3.1. Bank intends to empanel Merchant Banker(s), including Lead Merchant Banker to provide issue management services to Bank in relation to Bank's proposed rights issue of equity shares.
- 3.2. The EOI 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 Merchant Banker(s) as identified by the bank after completion of the selection process.

4. Objective:

- 4.1. Canara Bank invites application from reputed Merchant Bankers to submit their "Expression of Interest" who fulfills the eligibility criteria as given below for empanelment of Merchant Banker(s) to assist the Bank in its rights issue.
- 4.2 The bidders satisfying the Eligibility Criteria as per the EOI and having experience in Merchant Banking services.

5. Eligibility Criteria:

Bidders meeting the following Eligibility Criteria may respond to this EOI:

Sl. No.	Eligibility Criteria	Documents to be submitted along with the EOI
1	The applicant should be a registered Category 1 Merchant Banker holding valid certificate issued by SEBI and qualified to undertake the subject assignment. The certificate registration with SEBI should remain valid till 30.09.2017 or till the completion of all activities relating to the subject assignment.	SEBI Registration certificate duly certified by Chartered Accountant.
2	The applicant should be a Firm/Company (including a Multi-national company) as Merchant Banker established in India and should have been in existence for the last 5 years as on 31.03.2016. (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.
3	The applicant should have experience of 5 years or more in merchant banking services (as per SEBI guidelines) and should have carried out at least 3 issues (IPO/FPO/Rights Issue) for India based companies with transaction size of Rs. 50 Crores or more during the last 3 years as on 31.03.2016 and out of which at least one issue should have been for an amount of Rs. 300 Crores and above.	Details of issues handled during the last 3 years may be submitted on the letter head of the Company/Firm. Satisfactory completion Certificate from the respective Institutions or Chartered Accountant certificate to this effect.
4	The applicant must have average audited turnover of not less than Rs. 10 Crores from the business in the last 3 years including the last financial year ending 31 st March 2016. In case, audit for FY 2015-16 is not complete, average audit turnover for the last three years shall be considered on the basis of FY ending 31 st March, 2015.	i. The applicant must produce a certificate from the Company's Chartered Accountant to this effect. OR ii. Audited balance Sheet for last 4 Years. i.e. 2012-13, 2013-14, 2014-15, 2015-16
5	The Applicant should not have been blacklisted/debarred/disqualified by any regulator/statutory body.	A notarized affidavit to this effect must be furnished.
6	The applicant should give an undertaking duly certified by Chartered Accountant that no action has been initiated against the applicant by SEBI/CVC/RBI and any other Government/Statutory agencies with regard to any financial irregularities	The Undertaking letter from Authorized signatory on the letter head of the firm/company is required duly certified/attest by Chartered Accountant.

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

6. Application Money:

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

Application fees for Rs.10,000/- (Non Refundable)	By way of DD favouring "Canara Bank" payable at Bengaluru.
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6.2. Further, all bidders shall have to comply the following:

- 6.2.1. Failure to produce the documents as necessary proof along with the Application fee while submission of EOI proposal shall render the applicant ineligible for empanelment.
- 6.2.2. The Bidder should submit one DD for Application Fee, if DD is submitted.
- 6.2.3. The Bidder should not provide any commercial proposal with the response to this EOI.

7. Scope of Empanelment:

- 7.1. To raise additional equity share capital of an amount not exceeding Rs. 1128 Crores, including premium by way of rights issue, with Government of India contribution of Rs. 748 Crores and Rs. 380 Crores from other public share holders.
- 7.2. The Merchant Banker shall ensure compliance with SEBI (Merchant Bankers) Regulations, 1992, SEBI (Issue of Capital and Disclosure Requirements) Regulations and all other applicable SEBI Guidelines and statutory provisions to ensure the success of the rights issue of equity shares and further ensure that all related work/processes are complied as per applicable guidelines and statutory provisions.

8. Terms and Award of work:

- 8.1. The duration of Empanelment of proposed Merchant Banker(s) will be for a period of Two years. However the Bank reserves the right to cancel or extend the validity period of empanelment.
- 8.2. During Empanelment period, Bank will issue request for proposal (RFP) to the qualified Merchant Banker(s) and seek responses for various requirements. Individual RFPs will contain detailed terms and conditions, instructions and scope of work.
- 8.3. Bank has the right to appoint any of the Merchant Bankers so empanelled as Lead Merchant Banker or award the work to any Merchant Banker or combination of Merchant Bankers depending upon the exigencies of the work. The Bank reserves the right not to allot the work to any of the empanelled Merchant Bankers and opt for open RFP process for all or any particular work depending upon the nature and magnitude of work.
- 8.4. 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.

8.5. Bank will define the evaluation methodology in line with CVC and regulatory requirements and industry trends.

9. De-empanelment of bidders:

9.1. During empanelment period, the Bank reserves the right to de-empanel any Merchant Banker(s). The Bank's decision will be final in this regard.

9.2. Bank should retain with themselves the authority to blacklist or bar a bidder for a specified period of the time from participating in its empanelment process where the Bank has authentic information the bidder 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 Merchant Banker(s) is found to be unsatisfactory or if at any time it is found that the information provided for empanelment or for any RFP is false or if irregularities shown by the Merchant Banker(s) when applying for the RFP, the Bank reserves the right to remove such Bidders from the empanelled list without giving any notice to the Merchant Banker(s) in advance.

9.4. Empanelled Merchant Banker(s) not submitting their response continuously for 3 limited RFPs may be de-listed from our empanelment list at the discretion of the Bank.

10. Bid Document & Cost:

10.1. This document can be downloaded from Bank's website <http://www.canarabank.com/English/Scripts/Tenders.aspx> and also from National Information Centre (NIC) website <http://www.tenders.gov.in>. In that event, the bidders should pay the Application Fee of Rs.10, 000/- for tender document by means of DD drawn on any scheduled Commercial Bank for the above amount in favour of Canara Bank, payable at Bengaluru and should be kept along with the bid cover. Submission of the cost of the bid document in other than the bid cover is liable to be rejected on grounds of non-payment of the cost of the bid document.

10.2. The Bidder shall bear all costs associated with the preparation and submission of the bid and the Bank will not be responsible for the costs, regardless the conduct or outcome of the bidding process. The Bank is not liable for any cost incurred by the bidder in replying to this EOI. It is also clarified that no binding relationship will exist between any of the respondents and the Bank until the execution of the contract.

11. Pre-Bid Queries:

11.1. The bidder should carefully examine and understand the scope and, terms and conditions of EOI and may seek clarifications, if required. The bidders in all such cases seek clarification in writing in the same serial order of that of the EOI by mentioning the relevant page number and clause number of the EOI.

11.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to the Deputy General Manager, Profit Planning Section, SP&D Wing, HO, Bengaluru by the intending bidders before 03:00 PM on 07/10/2016 (Friday).

11.3. No oral or individual consultation shall be entertained.

12. Pre-Bid meeting:

12.1. A pre-bid meeting of the intending bidders will be held as scheduled below to clarify any point/doubt raised by them in respect of this EOI.

Date	Day	Time	Venue
14/10/2016	Friday	3.00PM	Canara Bank, SP&D Wing, Conference Hall, 4 th Floor, Head Office, 112, J C Road, Bengaluru 560002.

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of EOI, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow a maximum of 2 representatives from each Bidder to participate in the pre-bid meeting.

12.2. Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

12.3. The Bank will consolidate all the written queries and any further queries during the pre-bid 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 bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the EOI and it will be binding on the bidders.

12.4. Non receipt of reply to the queries raised by any of the Bidders shall not be accepted as a valid reason for non submission of Bid. In addition, non reply to any query may not be deemed the version of the Bidder as reflected in the query has been accepted by the Bank

13. Amendment to EOI:

13.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by way of an amendment.

13.2. Notification of amendments will be put up on the Bank's website (www.canarabank.com) and will be binding on all bidders and no separate communication will be issued in this regard.

13.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.



14. Preparation of Bids:

- 14.1. All bids and supporting documents shall be submitted in English and on A4 size paper, spirally bound securely and in serial order.
- 14.2. All pages of EOI should be stamped and signed by Authorized Signatory of the Bidder. All pages of the bid document should be serially numbered and shall be signed by the authorized person/s only. The person/s signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page. The bidder should submit a copy of Board Resolution or power of attorney document showing that the signatory has been duly authorized to sign the bid document.
- 14.3. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per ANNEXURE-3.

15. 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 of the product 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 EOI guidelines and reject the same.

16. Submission of Bids:

- 16.1. The Name and address of the Bidder, EOI No. and Due Date of the EOI are to be specifically mentioned on the Top of the envelope containing Bid.
- 16.2. The bid/s properly superscribed in the manner prescribed in earlier clauses of this EOI should be deposited in the Bid Box at the Place, Venue, Date and Time mentioned below:

Last Date of submission of Bid	Day	Time	Venue
21/10/2016	Friday	Up to 3.00 PM	Canara Bank, Profit Planning Section, SP&D Wing, 4thFloor, Head Office, 112, J C Road, Bengaluru 560002.

- 16.3. If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of EOI, the next working day will be deemed to be the last day for submission of the EOI. The Bid/s which is/are deposited after the said date and time shall not be considered.
- 16.4. Bids sent through post/courier will not be accepted/evaluated. No offer will be accepted directly.
- 16.5. If envelope containing bid documents is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.

- 16.6. The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Mr. B V R S G S PRASAD, Assistant General Manger, Canara Bank BPR Division, SP&D Wing, 4 th Floor, Head Office, 112, J C Road Bengaluru - 560 002. Tel - 080 22533852	Mr T V S SIVA PRASAD Divisional Manager Canara Bank Profit Planning Section, SP&D Wing, 4 th Floor, Head Office, 112, J C Road Bengaluru - 560 002. Tel - 080 22106030

- 16.7. In case bid documents are too bulky to be placed inside the Bid box, arrangements will be made by the above mentioned officials to receive the EOI. However, bidder should reach the venue before the date and time stipulated above.

- 16.8. The bidder shall bear all costs associated with the preparation of and submission of the bid including cost of preparation/presentation etc. The Bank will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

17. **Bid Opening:**

- 17.1. EOI will be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per following schedule.

Date	Day	Time	Venue
21/10/2016	Friday	3.30PM	Canara Bank, SP&D Wing, Conference Hall, 4 th Floor, Head Office, 112, J C Road, Bengaluru 560002.

Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this EOI, as per the format (ANNEXURE-5) enclosed and sign in Register of Attendance during opening of EOI.

Note: Authorization letter should be carried in person and shall not be placed inside in any of the bid covers.

- 17.2. If any of the bidders or all bidders who submitted the EOI are not present during the specified date, time and venue of opening, it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the EOI in their absence.

- 17.3. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or holiday, then the bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 3:30 PM at the same venue on the same day.

18. Evaluation of EOI:

- 18.1. The Bank will evaluate the bid/s submitted by the bidder/s under this EOI by the officers of the bank. The Bank may engage an external agency for evaluation of the bid. It is Bank's discretion to decide at the point of time.
- 18.2. The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of EOI, whether the documents have been properly signed and whether items are offered as per EOI requirements, whether technical documentation as required to evaluate the offer has been submitted. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the bid 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 bidders and the Bank reserves the right for such waivers.
- 18.3. EOI submitted by the bidder will be evaluated based on the format mentioned in ANNEXURE-1. Bidders who will qualify from Eligibility Criteria Evaluation will be empanelled. Period of empanelment will be decided by the Bank. The Bank will prepare the list of Bidders on the basis of evaluation. The short listed applicants will be notified on the banks website (<http://www.canarabank.com/notice> board. No separate intimation will be sent to the individual bidders. Only shortlisted applicants will be invited to participate in the tender/RFP. No interim enquiries will be entertained. The decision taken by the Bank shall be final and no representation or correspondence shall be entertained.

19. Clarifications Of Offers:

During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time stipulated by the Bank.

20. Modification/Cancellation of EOI:

- 20.1. The EOI is not an offer by Canara Bank but an invitation to get the response from the interested bidders for short listing the bidders for Bank's requirements. No contractual obligations whatsoever shall arise from the Expression of Interest process.
- 20.2. The Bank reserves the right to cancel EOI process at any time, without thereby incurring any liabilities to the affected bidder[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



20.3. 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 bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

21. Responsibility for completeness:

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

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

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

22. Adoption of Integrity Pact:

22.1 The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.

22.2 Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.

22.3 The Bidders shall submit signed Pre Contract integrity pact on stamp paper as per Annexure-7 along with Part-A Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.

22.4 Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.

22.5 Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.

22.6 Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

22.7 The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.

22.8 Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

22.9 Integrity pact shall be signed by the person who is authorized to sign the Bid.

22.10 The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

Sri. Dilip Mavinkurve, Email:dilipmav@gmail.com	Sri. Hari Santosh Kumar Email:hsantoshkumar50@gmail.com
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23. Intimation to the selected Bidders:

The Bank will prepare the list of Bidders on the basis of evaluation. The short listed applicants will be notified on the Bank's website (www.canarabank.com) / Notice Board. No separate intimation will be sent to individual Bidders.

24. Issuance of RFP:

- 24.1. Only shortlisted applicants will be invited to participate in the RFP Process. The shortlisted applicants will be provided with tender documents through E-mail or hand delivery. The Merchant Banker(s) are required to respond accordingly.
- 24.2. No interim enquiries will be entertained. The decision taken by the Bank shall be final and no representation or correspondence shall be entertained.
- 24.3. Canara Bank reserves the right to accept / reject any or all expression of interest received in response to this advertisement without assigning any reasons, whatsoever.
- 24.4. The Bank may issue RFP to the shortlisted bidders as part of EOI. The Bank reserves the right to issue RFP based on the responses and the requirement of the Bank.
- 24.5. The Bank reserves the right to avail services independently on its own without reference to shortlisted bidders of EOI.

25. Indemnity

The bidder agrees to indemnify and keep indemnified, defend and hold harmless the Bank and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorneys fees), arising during the course of participation in the EOI, which result from, arise in connection with or are related in any way to claims by third parties/ regulators, arising out of or in connection with

- The bidder's breach of any of the terms and conditions, representations, warranties specified in the EOI/ Bid; infringement of Intellectual Property Rights of the Bank or third parties; acts or omissions of, negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;
- For the purpose of the EOI, the bidder shall include the bidder, its personnel, employees, consultants, and / or other authorized persons.

26. Confidentiality

The information pertaining to Bank or its processes accessed by the bidder during the course of participation in this EOI shall not to be disclosed/ reproduced/ transmitted or made available by the recipient to any other person.

27. Force Majeure

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war. Similarly, Bank shall also not be liable for the consequences arising out of Force Majeure events.

If a Force Majeure situation arises, the bidder shall promptly notify Canara Bank in writing of such conditions and the cause thereof within twenty calendar days.

28. Resolution of Disputes

Canara Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Canara Bank and the bidder are unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by Canara Bank and the Other to be nominated by the bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 as amended by Act of 2015 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Bangalore.

29. Governing Law/Jurisdiction

All disputes arising out of this EOI shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of Bangalore.

DEPUTY GENERAL MANAGER

ANNEXURE-1

CHECKLIST

The bidder shall confirm whether following are submitted in their bid. The bidder shall indicate the page no. where the details are furnished; otherwise, bid is liable for rejection.

Sl. No	Details	Reference/Clause No's	Complied & Submitted (Yes/No)	Page No. at which details are enclosed
1.	Covering Letter.	ANNEXURE-2		
2.	Eligibility Criteria Declaration	ANNEXURE-3		
3.	Format of Profile of the Firm/Company	ANNEXURE-4		
4.	The documents in support of Eligibility Criteria, wherever required as mentioned in this EOI.	Clause No.5		
5.	Four years Audited Balance sheet and financial statements or the certificate from the Company's Chartered Accountant, i.e. 2012-13, 2013-14, 2014-15 and 2015-16	Clause No.5		
6.	Authorization letter format for Bid Opening (to be carried by the person who is authorized to attend the Bid opening).	ANNEXURE-5		
7.	A Demand Draft of Rs.10,000/- (Non-Refundable) favouring Canara Bank payable at Bengaluru towards Application Fee.	Clause No.6		
8.	Undertaking Letter on the letter head duly signed by Authorized signatory.	ANNEXURE-6		
9.	Copy of Power of Attorney or Authorization letter from the Company designating the authorized representative of the company for signing the bid document should be furnished along with the bid document.	Clause No. 14.2		
10.	Pre Contract Integrity Pact duly stamped	ANNEXURE-7		

Note: Failure to produce the necessary proof may render the applicant in-eligible for empanelment.

Date

Signature with seal

Name :

Designation :



Continuation of Annexure - 1

No.	Annexure-1: Other Clauses	Merchant Banker(s) Response [Yes/No]	Page No. at which details are enclosed
1	Whether Cost of the EOI document (Demand Draft payable at Bengaluru) is submitted?		
2	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Conformity to Eligibility Criteria?		
3	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials). Erasures / Overwriting / Cutting / Corrections authenticated Certification / Undertaking is authenticated?		
4	Whether address of Office on which order has to be placed is indicated in ANNEXURE-4		
5	Whether ensured that the offer is in sealed envelope and superscribed as Empanelment for Merchant Banker(s) . The EOI No., Name of the Bidder and Due date of the EOI is specified on the top of the envelope.		
6	Whether ensured Indexing of all Documents submitted with page numbers?		

Merchant Banker(s) to verify the above checklist and ensure accuracy of the same before submission of the bid.

Checked for accuracy

Date

Signature with seal

Name :

Designation :

The Authorization letter as per format ANNEXURE-5 is to be carried in person and shall not be placed inside any of the bid covers.	Ensure
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ANNEXURE-2
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,
Profit Planning Section, SP&D Wing,
4th Floor, Head Office, 112 J C Road,
Bengaluru - 560002

Dear Sir,
Sub: Empanelment of Merchant Banker(s)

Ref: EOI No. SPD/PP/01/2016-17dated 03/10/2016

Having examined the EOI document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to get short listed as Merchant Banker(s) with the said EOI.

If our offer is accepted, we undertake to participate in the RFP process to act as Merchant Banker(s) for Rights Issue as per scope of work of RFP.

We agree to abide by and fulfill all the terms and conditions of the EOI 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 EOI.

We enclose a list of issues handled by us for Banks/Financial Sector in India (giving their full details).

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

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 Bid is liable to be rejected.

Date :
Place :

Signature with seal:
Name :
Designation :



ANNEXURE-3

Eligibility Criteria Declaration

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

Sub: Empanelment of Merchant Banker(s)

Ref: EOI No: SPD/PP/01/2016-17 dated 03/10/2016

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

Sl. No.	Eligibility Criteria	Documents to be submitted along with the EOI
1	The applicant should be a registered Category 1 Merchant Banker holding valid certificate issued by SEBI and qualified to undertake the subject assignment. The certificate registration with SEBI should remain valid till 30.09.2017 or till the completion of all activities relating to the subject assignment.	SEBI Registration certificate duly certified by Chartered Accountant.
2	The applicant should be a Firm/Company (including a Multi-national company) as Merchant Banker established in India and should have been in existence for the last 5 years as on 31.03.2016. (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.
3	The applicant should have experience of 5 years or more in merchant banking services (as per SEBI guidelines) and should have carried out at least 3 issues (IPO/FPO/Rights Issue) for India based companies with transaction size of Rs. 50 Crores or more during the last 3 years as on 31.03.2016 and out of which at least one issue should have been for an amount of Rs. 300 Crores and above.	Details of issues handled during the last 3 years may be submitted on the letter head of the Company/Firm. Satisfactory completion Certificate from the respective Institutions or Chartered Accountant certificate to this effect.
4	The applicant must have average audited turnover of not less than Rs. 10 Crores from the business in the last 3 years including the last financial year ending 31 st March 2016. In case, audit for FY 2015-16 is not complete, average audit turnover for the last three years shall be considered on the basis of FY ending 31 st March, 2015.	iii. The applicant must produce a certificate from the Company's Chartered Accountant to this effect. OR iv. Audited balance Sheet for last 4 Years. i.e. 2012-13, 2013-14, 2014-15, 2015-16
5	The Applicant should not have been blacklisted/debarred/disqualified by any regulator/statutory body.	A notarized affidavit to this effect must be furnished.
6	The applicant should give an undertaking duly certified by Chartered Accountant that no action has	The Undertaking letter from Authorized signatory

	been initiated against the applicant by SEBI/CVC/RBI and any other Government/Statutory agencies with regard to any financial irregularities	on the letter head of the firm/company is required duly certified/attest by Chartered Accountant.
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Note: The decision of Canara Bank shall be final, conclusive and binding on all the parties.

Date :
Place :

Signature with seal:
Name :
Designation :



ANNEXURE-4

FORMAT FOR PROVIDING PROFILE OF THE FIRM/COMPANY

Sl.No	Particulars	Details	Any other remarks
01	Name of the Organization		
02	Place of Registered Office of the Firm/Company		
03	Address of the Firm		
04	No. Of branches		
05	No. Of partners/Directors		
06	SEBI Registration NO.		
07	Validity of the SEBI Registration. Mention the date up to which the SEBI Registration is valid		
08	PAN No. Of the Firm/Company		
09	Contact Person		
10	Contact Details – Land line No.		
11	Contact Details – Mobile No.		
12	Contact Details – E Mail ID		

13. Details of Issues handled for India based Companies:

SL NO	Issues handled (IPO/FPO/Rights issue)	Issues handled for (Name of the Company with address & Phone no. etc.,	Location of the Work	Actual Value of the Issue	Stipulated time for completion (Period and Year)	Actual time taken for completion (Period and Year)

Declaration:

1. All the information furnished by us here in above is correct to the best of our knowledge and belief.
2. We have no objection if enquiries are made about the work listed by us in the accompanying sheets / Annexures.
3. We agree that the decision of CANARA BANK in selection process will be final and binding on us.
4. We confirm that we have not been barred / blacklisted / disqualified by any Regulators / Statutory Body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of the Bank.

Place:
Date:

SIGNATURE OF THE AUTHORIZED SIGNATORY
SEAL OF FIRM/COMPANY



ANNEXURE-5

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

Date: _____

The Deputy General Manager,
Canara Bank,
Profit Planning Section, SP&D Wing,
4th Floor, Head Office, 112 J C Road,
Bengaluru - 560002

Dear Sir,

Sub: Empanelment of Merchant Banker(s)

Ref: EOI No: SPD/PP/01/2016-17dated 03/10/2016

This has reference to your above EOI for Empanelment of Merchant Banker(s).

Mr. / Miss/Mrs. _____ is hereby authorized to attend
the bid opening of the above EOI _____ 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-6
Undertaking Letter

(To be submitted on Company's/Firm's Letter Head duly signed by the Authorized signatory of the Bidder)

Date: _____

The Deputy General Manager,
Canara Bank,
Profit Planning Section, SP&D Wing,
4th Floor, Head Office, 112 J C Road,
Bengaluru - 560002

Dear Sir,

Sub: Empanelment of Merchant Banker(s)

Ref: EOI SPD/PP/01/2016-17dated 03/10/2016

We hereby undertake and declare that there has been no conviction by a Court of Law or indictment/adverse order by a regulatory or Governmental authority for a grave offence against us or any of our sister concern(s). It is further certified that there is no investigation pending against us or our sister concern(s) or the CEO, Directors/Managers/Employees of our concern or of our sister concern(s). It is certified that no conflict of interest exists as on date except as disclosed explicitly and if in future such a conflict of interest arises we will intimate to the Bank.

Further, we hereby undertake that the decision taken by the bank regarding the qualified Bidder shall be binding upon us.

Date

Signature with seal

Name :

Designation :

Note: The content of the undertaking must not be changed. Clarification if any is to be provided separately.



ANNEXURE - 7

PRE CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ____ day of the month 20____, 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/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 immaterial 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 immaterial 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 immaterial 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 Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorized 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 tender 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 tender/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 commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender 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 Prime Lending 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 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 shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. 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 tendering 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/Tender 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:

1)

2)

Witness:

1)

2)

