

Treasury & Investments Division,  
Integrated Treasury Wing,  
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Bandra (East), Mumbai-400051

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Date: 26<sup>th</sup> June 2019

**Invitation of Bids from Merchant Bankers/Arrangers for the Bank's proposed  
Basel III Compliant Additional Tier I Bonds Issuance**

1. Canara Bank (“Bank”), proposes to mobilize Rs.1500 crore ( One Thousand Five Hundred Crore only) through issue of Basel III Compliant Additional Tier I Bonds in the nature of debentures on Private Placement basis (“BOND ISSUE”). We are pleased to inform you that the said Bond Issue has been rated as “CRISIL AA /Stable” by CRISIL Ltd, and “IND AA/Stable” by India Ratings and Research Pvt. Ltd.
2. We invite, (i) Technical Bid and (ii) Financial Bid from Merchant Bankers, as per format given in Annexure I and II on the proposed Bond Issue based on the Summary Term sheet of the Bonds attached as Annexure - V.
3. Schedule for submission of Tender / RFQ:

| Sl. No | Event  | Schedule                   |
|--------|--|----------------------------|
| A      | Last date for submission of bids                                       | 03 <sup>rd</sup> July 2019 |
| B      | Date of opening Technical Bids   | 04 <sup>th</sup> July 2019 |
| C      | Date of opening of Financial Bids of the technically qualified bidders | 04 <sup>th</sup> July 2019 |
| D      | Announcement of successful bidders                                     | 04 <sup>th</sup> July 2019 |

4. The bids may be submitted by Hand Delivery/ Registered Post / Speed Post/Courier, as per instructions contained in Annexure - III, so as to reach on or before 05.00 p.m. on 03<sup>rd</sup> July 2019. Bid received thereafter shall not be considered /accepted.

**5. Eligibility and Qualification Criteria**

For Technical Qualification, the proposers (Bidders) should satisfy following eligibility criteria and submit the following documents:

| S.No | Eligibility Criteria  | Document to be Submitted                              |
|------|---|---|
| a.   | Should be a SEBI Registered Merchant Banker listed on Prime Data Base and should have SEBI License valid till the closure of the Issue. | Self certified copy of SEBI Registration Certificate. |



|    |  |   |
|----|--|---|
|    |  |   |
| b. | Should have experience in handling Basel compliant Bonds Issue of Public Sector Banks by Private Placement, anytime during the last three financial years.                                     | Self certified copy of Prime League Table for Arrangers, Debt Private Placement under Banks |
| c. | Should give minimum firm commitment for Rs 200 crore and thereafter, in multiples of Rs 100 crores.  | Declaration as per format (Annexure IV)   |
| d. | The Arranger/Merchant Banker should not have defaulted in any of their past commitments in any Bank Bond Issue.  |   |
| e. | Arrangers/Merchant Bankers should not have been blacklisted /debarred/ prohibited by any Regulatory/statutory authority/ Public Sector Undertakings, including Public Sector Banks in the Past |   |
| f. | Merchant Bankers/ arrangers should rank amongst the top 25 arrangers for debt private placement as per the Bloomberg League Table pertaining to the Period from 01/04/2018 to 31/03/2019.      |   |
|    |  |   |

#### 6. Instructions as regards Bids :

Financial Bids will be opened only if the Bidders are qualified in the Technical bid. The financial Bids will be evaluated based on the Lowest - 1 (L1) Bid. The bids shall be evaluated after taking into account, the coupon rate, bid amount and the arrangers' fee if any. The Bank shall shortlist and appoint the arranger(s) to the issue based on the lowest all-in-cost (coupon rate plus arrangers' fee) on Internal Rate of Return (IRR) basis, subject to fulfillment of eligibility criteria. However, the bank reserves the right to negotiate the fee/ coupon rate with L-1 bidder/s Merchant Banker(s)/Arranger(s) and so on.

#### 7. Other terms and conditions

- The appointment of Merchant Banker (s) / Arranger (s) will be on full Commitment Basis for Rs. 200 crores (i.e. Minimum Bid size is Rs.200 crore) and thereafter, in multiples of Rs.100 crores.
- The coupon (interest rate) shall be firm and valid for the firm commitment of minimum of Rs.200 crores and thereafter, in multiples of Rs.100 crores. Partial Tenders i.e. rate of interest quoted for part of the issue less than Rs.200 crore (Minimum Commitment amount) shall be rejected. Quoting Range of interest rate shall not be accepted.
- Rate of Interest to be quoted should be per annum and upto 2 decimals.

- d. The Bank reserves the right to negotiate the Rate of Interest further with the L1 bidder/s Merchant Banker(s) / Arranger(s).
- e. In case required, and at its sole discretion, Bank reserves the right to appoint more than one Merchant Banker (s) as Arranger(s) to the issue at the lowest quoted interest rate based on L1 bid rate in order to make the Bond Issue fully subscribed.
- f. Since, the issue is on private placement basis, it shall be ensured by the Arrangers/Merchant Bankers that total Number of applicants/allottees shall not exceed 200 (Two hundred).
- g. Conditional Tenders are not acceptable.
- h. The initial duration of the Bond Issue shall be ONE calendar day or any other duration at the sole discretion of the Bank during which the Merchant Banker (s) / Arranger(s) needs to mobilize the amount committed. The firm commitment portion of the subscription shall be brought in within the initial duration of the Bond Issue itself.
- i. The short listed Merchant Banker (s) / Arranger(s) shall not have any Right to insist the Bank for extension of the Bond Issue in case the amount committed is not mobilized by them during the initial duration of the Bond Issue. In the event, the full issue amount is not mobilized; the arrangers shall bring in the balance subscription before the initial closing date of the issue.
- j. The Bank reserves the right to extend the issue or foreclose the issue to make the Bond Issue successful at its own discretion.
- k. Before filling up the Tender, the Merchant Bankers are requested to consider the tentative Summary Term Sheet structure of the Bonds mentioned in Annexure - V.
- l. The submission of tender by a Merchant Banker implies that he has read the contents of RFQ Document and has accepted all the terms and conditions mentioned in this RFQ document.
- m. The Bank reserves the right to accept / reject all or any of the tenders without assigning any reasons.

- n. Appointment of Merchant Banker(s) / Arranger(s) is subject to complying with all the terms and conditions mentioned in the RFQ document and shall be valid till the allotment of Tier- I Bond Issue of the Bank. In case, during this period, if it is found that the appointed Merchant Banker(s) / Arranger(s) to the Issue do not meet the eligibility criteria for the appointment, mandate issued is liable to be cancelled at any time at the sole discretion of the Bank, and shall be sued legally for all the related consequences. For all such matters of litigation, courts of Bengaluru shall be the jurisdiction.
- o. If the short-listed Merchant Banker/ Arranger does not mobilize their individual target amount, withdraws their bid after selection, does not submit the original documents as required in RFQ, apart from forfeiting their Merchant Banker's / Arranger's fee, they will be black listed from all future bond issues of Canara Bank and such black listing will be communicated to the Prime Data base and PSUs.
- p. Any notice served by the Bank on the Merchant Bankers under this agreement shall be deemed to have been duly served on by sending through Registered post to the address mentioned in the RFQ document / document submitted by the Merchant Bankers.
- q. Merchant Banker / Arranger short listed shall comply with all the statutory provisions for Issue of Basel - III Compliant Bonds through Private Placements, specifically, relevant Reserve Bank of India Circulars, statutory provisions relating to Private Placements in SEBI Regulations and Companies Act, 2013 along with relevant rules and clarifications, etc. and also advise the Bank on these matters.
- r. No representation shall be accepted by the Bank in respect of any of the decision taken by the Bank pertaining to this RFQ. The decision of the Bank shall be final and binding upon the Bidders.
- s. Bidders should execute Integrity Pact as per format in Annexure VI.

t. **INDEMNITY**

Merchant Banker/ Arranger shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suites, liabilities (including statutory liabilities), 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 undertaking, warranties, covenants or obligations under this RFQ by Merchant Banker/ Arranger.

- ii. Violation of any intellectual property right;
- iii. Any contravention or Non Compliance with any applicable laws, regulations, rules, statutory or legal requirements by Merchant Banker/ Arranger.

**u. CONFIDENTIALITY & NON DISCLOSURE**

The Merchant Banker/ Arranger will hold the Confidential Information in complete confidence and shall not use or disclose any Confidential Information of the Bank to any other person or entity or otherwise transfer, publish, reveal or permit to access the Confidential Information without the express prior written consent of the Bank.

Merchant Banker/Arranger, its employees, agents etc., receiving confidential information from the Bank shall protect such confidential information from any unauthorized/unethical disclosure or usage. Upon receipt of a request from the Bank, the vendor shall promptly return to the Bank all materials containing any Confidential Information of the Bank.

The provisions of this section shall not apply to any information which is:

- I. Within the knowledge of the Merchant Banker/Arranger in a rightful manner prior to the receipt of such information from the Bank or
- II. Becomes public knowledge by acts other than those of the Merchant Banker/Arranger;
- III. Independently developed by the Merchant Banker/Arranger without a breach of obligations herein;
- IV. Rightfully received by the Merchant Banker/Arranger from a third party without restriction and without breach of this agreement or
- V. Disclosed by the Merchant Banker/Arranger to another without falling in the ambit of confidentiality.

Confidential Information includes, but it is 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, marked or designated to be "Confidential" or is known or reasonably should be known by the other party to be confidential or is of a confidential nature and/ or is made in the course of discussions, studies or other work undertaken between parties either through Emails or other means of communications.

## 8. Scope of assignment

The scope of assignment for the successful bidder is as detailed below:

### During the issue:

- Arranging funds, to the extent of their individual target for the issue either by them or through market intermediaries.
- Maintenance of records for making offer to the investors as required under SEBI, RBI & Companies Act 2013 and related rules.
- To ensure that maximum number of investors prescribed in Companies Act 2013 and related rules for Private placement are not breached.
- Collecting the original applications from the Investors and handing over the same to the Registrar and Transfer Agents of the Bank.
- Reporting to the Bank on the amount mobilized with banking details and reconciling the same.

### Post Issue:

- To ensure that all original applications are handed over to Registrar and Transfer Agents.
- Assisting the Bank in allotment of bonds in Demat mode at NSDL and CDSL within the due date.
- Assisting the Bank in preparation of final documents and Listing of Bonds with Stock Exchange(s) within the date.
- Assisting the Bank in filing various statutory documents with SEBI / Stock Exchange etc.

**Format of Technical Bid**

(To be produced in the letter head of the Arranger/Merchant Banker)

To,  
**The General Manager,**  
**Canara Bank,**  
**Treasury and Investments Division,**  
**Integrated Treasury Wing,**  
**6<sup>th</sup> Floor, Canara Bank Building,**  
**C-14, G-Block, Bandra Kurla Complex,**  
**Bandra East,**  
**Mumbai - 400 051**

Sir,

As per the requirement of RFQ document for appointment of Merchant Banker / Arranger for the Basel III compliant Tier-I Bond Issue of Canara Bank of Rs.1500 crores, we are furnishing herewith the required information towards the **Technical Bid**, attaching therein the relevant documents which are self certified by me/us under my/our office seal :

| Sl. No | Particulars  | Details |
|--------|--|---------|
| 1      | Name of the Arranger/<br>Merchant Banker   |         |
| 2      | Place of Registered Office   |         |
| 3      | Name and Address as per the SEBI<br>Registration Certificate*  |         |
| 4      | SEBI Registration No*  |         |
| 5      | Validity of the SEBI Registration<br>Certificate. Mention the date up to<br>which the SEBI Registration is valid *   |         |
| 6      | No of Branches   |         |
| 7      | PAN Number of the firm   |         |
| 8      | Contact Person   |         |
| 9a.    | Contact Details  |         |
| 9b.    | Landline No  |         |
| 9c.    | Email ID   |         |
| 10     | Whether participated in Basel<br>compliant Bonds issue of Public<br>Sector Banks on private placement<br>Basis anytime during the last<br>three financial years. |         |

\*Relevant Documents to be submitted with Self-certification.

We also confirm that -

- a) The information submitted above is true and correct.
- b) We have not defaulted in any of our past commitments in any domestic Bank Bond Issues.
- c) We have not been blacklisted / debarred by any Public Sector Undertaking, Central or State Government Undertakings in the past.

**Date :**

**Place :**

**For Arranger/Merchant Banker**  
**Name of the Partner**  
**Membership Number**  
**(Affix the seal)**

**Encl :** Self certified relevant documents.



**Format of Financial Bid**

(To be produced in the letter head of the Arranger/Merchant Banker)

To,  
The General Manager,  
Canara Bank,  
Treasury and Investments Division,  
Integrated Treasury Wing,  
6<sup>th</sup> Floor, Canara Bank Building,  
C-14, G-Block, Bandra Kurla Complex,  
Bandra East,  
Mumbai - 400 051

Sir,

As per the requirement of RFQ document for appointment of Merchant Banker / Arranger for the Basel III compliant Tier-I Bond Issue of Canara Bank of Rs.1500 crores, we are furnishing herewith the required information towards the **Financial Bid**, under my/our office seal :

**Details of Coupon Rate quoted for mobilization of Rs.1500.00 crore on firm commitment basis**

| Sl. No | Particulars  | Bid Amount* | Coupon Rate (% per annum) | Arranger Fee # |
|--------|--|-------------|---------------------------|----------------|
| 1.     | Raising of Basel III compliant Tier-I Bond of Rs 1500 crore on Private placement basis |             |                           |                |

\*Minimum bid amount Rs. 200 crore and thereafter in multiples of Rs 100 crore.  
Coupon rate to be denoted nearest to two decimals.

#as % of total amount mobilized and retained in the issue, including GST and out of pocket expenditure

Date:

Place :

For Arranger/Merchant Banker  
Name of the Partner  
Membership Number  
(Affix the seal)



**Instruction in the matter of Submission of Bids**

The Technical Bid and the Financial Bid should be submitted in two separate sealed envelopes clearly super scribed on the front of the envelope as “Technical Bid - Basel III compliant Tier - I Bond Issue” and “Financial Bid-Basel III compliant Tier-I Bond Issue” and should be addressed to :

**The General Manager,  
Canara Bank,  
Treasury and Investments Division,  
Integrated Treasury Wing,  
6<sup>th</sup> Floor, Canara Bank Building,  
C-14, G-Block, Bandra Kurla Complex,  
Bandra East,  
Mumbai - 400 051**

The Bid may be submitted by hand delivery/Registered Post/Speed Post/Courier at the above address so as to reach on or before 05.00 p.m. on 03<sup>rd</sup> July 2019. Any bid submitted or received after 05:00 p.m. on 03<sup>rd</sup> July 2019 shall not be accepted.

The Bid will be opened before a committee headed General Manager of the Bank at the above address at 4.00 p.m. on 04<sup>th</sup> July 2019. You are invited to attend the Bid opening Meeting.

**Important Points :**

- **The Bid submitted by Arrangers/Merchant Bankers will be valid till the completion of allotment of Bonds.**
- **The Bank has every right to withdraw the issue without assigning any reason to the arrangers/ Merchant Bankers.**

**Format for Self declaration**

The following Declaration has to be submitted by the Merchant Banker along with the Technical Bid, on letterhead.

**NAME OF THE ASSIGNMENT:** Acting as Arranger to Basel III compliant Tier - I Bonds Issue of Canara Bank.

**Declaration**

- a. *We, (Name of Merchant Banker/Arranger)* hereby declare that we have made ourselves thoroughly conversant with market conditions, Structure of Bonds, Scope of assignment, firm commitment amount, Etc. regarding the Basel III compliant Tier I Bond issue of Canara Bank to be opened for subscription.
- b. Our quotation is in total conformity with the Tender stipulation and we do not have any additional technical or commercial conditions.
- c. *We, (Name of Merchant Banker/Arranger)* undertake to arrange firm commitment amount of Rs.200.00 crore (Rupees Two hundred crore) and thereafter, in multiples of Rs.100 crore as per the terms of the RFQ document.
- d. *We, (Name of Merchant Banker/Arranger)* undertake to not to form any Cartels which may curtail the competition and hinder transparency of the entire process.
- e. *We, (Name of Merchant Banker/Arranger)* accept all your terms and conditions mentioned in this RFQ document.
- f. *We, (Name of Merchant Banker/Arranger)* confirm that the details furnished by us in the RFQ documents are true and complete and are as per the Original documents.
- g. *We, (Name of Merchant Banker/Arranger)* undertake to produce the Original documents for verification before appointment in case short-listed.
- h. *We, (Name of Merchant Banker/Arranger)* hereby declare that we have complied with / agree to comply with all the statutory formalities / guidelines / regulations / circulars issued by the Reserve Bank of India, Securities and Exchange Board of India (hereinafter referred to as "the Board"), Companies Act 2013 read with relevant Rules and other relevant statutory provisions as applicable to us as arranger/merchant bankers regarding this Bond Issue.
- i. *We, (Name of Merchant Banker/Arranger)* understand that Canara Bank has the sole right to decide to extend or close the Bond Issue after completion of initial duration of Bond Issue and the Merchant Banker (s) / Arranger(s) cannot insist Canara bank for extension of Bond Issue in case the targeted amount Committed are not mobilized .

j. We, (*Name of Merchant Banker*) solemnly undertake and declare that:

i. All information, documents, statements produced for any purpose related to the issue/offer document, are authentic & duly signed by the responsible authorized officer on the Company's letterhead or under the seal of the Company.

ii. Aforementioned information/ document/ statement are complete in all respects; authentic, duly substantiated by facts on record, true and correct and the (**Name of Merchant Banker**) will be solely and fully responsible for such information so provided.

iii. Under no circumstances (**Name of Merchant Banker**) would give or withhold any information or statement or document that is likely to mislead the Bank.

k. We, (*Name of Merchant Banker/Arranger*) declare that we have not defaulted in any of the past commitments in any Bank Bond Issue.

l. (*Name of Merchant Banker*) Indemnifies and hold harmless, Canara Bank and its officers, from any claims, actions proceedings, demands, liabilities, penalties, damages, judgement, losses and cost including fees and expenses arising out of or in connection with or in relation to the services rendered by the Arranger under this Declaration and shall reimburse Canara Bank in connection with any litigation arising out of, in relation to the Issue of Bonds , which may arise due to the negligence, mis-statement, Ignorance, breach of terms of this Declaration by the Merchant Banker / Arranger.

**Witness : For Arranger / Merchant Banker,**

**(To the Arranger/Merchant Banker)**

**Signature: Signature of Authorised Signatory**

**Name :**

**Date :**

**Place :**

**SUMMARY TERM SHEET:**

**As Attachment.**

**INTEGRITY PACT**  
Between

Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head office, 112, J C Road, Bangalore) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART  
and

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for .....

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the Tender/RFP process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the Tender/RFP for, the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the Tender/RFP process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender/RFP process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender/RFP process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.



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

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender/RFP process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the Tender/RFP process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender/RFP process or during the execution of the contract. The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.2 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.3 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 - Disqualification from Tender/RFP process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the Tender/RFP process or take action as per the separate "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" framed by the Principal.

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

- 4.1 If the Principal has disqualified the Bidder(s) from the Tender/RFP process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal

shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

#### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the Tender/RFP process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender/RFP process or the contract, if already awarded, can be terminated for such reason.

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

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the Tender/RFP process all bidders who do not sign this pact or violate its provisions.

#### **Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

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

#### **Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the MD&CEO, CANARA BANK.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the



information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the MD&CEO, CANARA BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The MD&CEO, CANARA BANK shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the MD&CEO, CANARA BANK, a substantiated suspicion of an offence under relevant IPC / PC Act, and the MD&CEO, CANARA BANK has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the MD&CEO, CANARA BANK.
- 8.10 The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

- 9.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the MD&CEO, CANARA BANK.

#### **Section 10 - Other Provisions**

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. Bangalore.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal  
(Office Seal)

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

Place-----

Date-----

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_