



REQUEST FOR PROPOSAL

SELECTION OF LEGAL COUNSEL(S) FOR RAISING EQUITY CAPITAL THROUGH QUALIFIED INSTITUTIONS PLACEMENT (QIP)

RFP Ref. No. PSB/RFP/ACC/LCs/01/2024

Date of Issue: 19.07.2024

Issued by
PUNJAB & SIND BANK
(A Government of India Undertaking)
Accounts & Audit Department,
NBCC Office Complex, Block 3, 1st Floor,
East Kidwai Nagar, New Delhi - 110023

Phone: 011-40175169;

Website: <https://punjabandsindbank.co.in/>
Email – ho.accts@psb.co.in

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The Bank reserves the right to amend, rescind, cancel or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves the right to accept or reject any or all the responses to this RFP without assigning any reason(s) whatsoever and without any cost or compensation there for.

DISCLAIMER

The information contained in this Request For Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Punjab & Sind Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by Punjab & Sind 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 RFP is to provide the Bidders with information to assist the formulation of their bids. This RFP does not claim to contain all the information each Bidder requires. 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 RFP. Punjab & Sind Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. Punjab & Sind Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Punjab & Sind Bank reserves the right of discretion to change, modify, add to or alters any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank’s Website (<https://punjabandsindbank.co.in/>) and it will become part and parcel of this RFP.

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

ABBREVIATIONS USED IN THE DOCUMENT

1.	EMD	Earnest Money Deposit
2.	NIA	Negotiable Instruments Act, 1881
3.	RFP	Request for Proposal
4.	TDS	Tax Deducted at Source
5.	RBI	Reserve Bank of India
6.	SEBI	Securities and Exchange Board of India
7.	QIP	Qualified Institutions Placement
8.	BRLM / MBs	Book Running Lead Managers / Merchant Bankers
9.	BFSI	Banking, Financial Services and Insurance
10.	DLC	Domestic Legal Counsel
11.	ILC	International Legal Counsel
12.	CAN	Confirmation of Allocation Note
13.	LODR	SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015
14.	PSB	Public Sector Bank
15.	PSU	Public Sector Undertaking
16.	ATM	Automated Teller Machine
17.	IPO	Initial Public Offerings
18.	FPO	Follow on Public Offer
19.	ICDR	Issue of Capital and Disclosure Requirement
20.	FIFP	Foreign Investment Facilitation Portal
21.	BSE	Bombay Stock Exchange
22.	NSE	National Stock Exchange
23.	US	United States
24.	USD	United States Dollar
25.	GST	Goods and Services Tax
26.	INR	Indian Rupees

KEY INFORMATION OF RFP

1.	RFP No. and Date	PSB/RFP/ACC/LCs/01/2024 dated 19.07.2024
2.	Brief Description of the RFP	Selection of Legal Counsel(s) to assist the Bank in its Qualified Institutions Placement (QIP)
3.	Bank's Address for Communication and Submission of Bid	The Chief Financial Officer, Punjab & Sind Bank, Accounts & Audit Department NBCC Office Complex, Block 3, 1st Floor, East Kidwai Nagar, New Delhi – 110023 Tel – 011 – 40175169 Email: ho.accts@psb.co.in
4.	Type of Bid	Legal Counsel Services
5.	Consortium	Not Allowed

Key Dates

6.	Date of Issue of RFP	Friday, July 19, 2024
7.	Last Date and time for Submission of Pre-Bid Queries (Via E-Mail)	05:00 p.m. on Wednesday, July 24, 2024
8.	Date, time and venue of pre-bid meeting	03:00 p.m. on Thursday, July 25, 2024 at the address mentioned at sl 3 above
9.	Date for issuing clarifications to Bid queries received by the Bank through e-mail	Thursday, August 01, 2024
10.	Last Date and Time of Submission of Physical Bids	03:00 p.m. on Friday, August 9, 2024
11.	Date, time and venue for opening of Eligibility cum Technical Bid	03:30 p.m. on Friday, August 9, 2024 at the address mentioned at sl 3 above
12.	Date, time and venue for opening of Commercial Bid	The date and time will be communicated separately to the successful bidders. The venue shall be the address mentioned at sl 3 above
13.	No. of Envelopes to be submitted	Two Envelopes: 1. EMD, Application Fee and Eligibility cum Technical Bid. 2. Commercial Bid. Above two envelopes should be enclosed in a Master Envelope to be super-scribed as "Proposal for Selection of Legal Counsel(s) to assist the Bank in its Qualified Institutions Placement (QIP) – Tender Reference No. PSB/RFP/ACC/LCs/01/2024".
14.	Application Fees (Non- Refundable) (Application fee should not be clubbed with EMD in case of	Rs.1,000/- plus 18% GST in the form of Demand Draft in favour of Punjab & Sind Bank, payable at New Delhi (Non-refundable).

	payment by NEFT)	<p>The same may also be transferred electronically to the below mentioned account Account No: 90015040050003 IFSC Code: PSIB0009001</p> <p>The Fund transfer details (i.e. payment transaction id or UTR with date of payment) should be clearly mentioned in Annexure 1.</p>
15.	Earnest Money Deposit (Refundable) (Application fee should not be clubbed with EMD in case of payment by NEFT)	<p>Rs.70,000/- (Rupees Seventy Thousand only) in the form of Demand Draft/Banker's Cheque/Pay Order in favour of Punjab & Sind Bank, payable at New Delhi. The same may also be transferred by NEFT to the below mentioned account Account No: 90015040050003 IFSC Code: PSIB0009001</p> <p>The Fund transfer details (i.e. payment transaction id or UTR with date of payment) should be clearly mentioned in Annexure 1. The Bank shall encash the DD of the successful Bidder and the amount of EMD will be kept as deposit as the DD is having three months validity period. Unsuccessful bidder's EMD will be returned without interest within 30 days after the Bank entering into agreement with successful bidder. EMD to successful bidder will also be refunded on submission of PBG as per terms of RFP.</p>
16.	Performance Bank Guarantee	<p>In term of Clause 4.4 of this RFP, 2% of the Financial Bid of the successful bidder (fee for both DLC & ILC) which shall be valid for a period of 1 year from the date of entering in to agreement with the successful bidder with a claim period of further 45 days from the last day of the validity of the Guarantee subject to extension in line with the execution of contract with the mutual consent of both the parties</p>
17.	Bid Validity Period	One year from date of agreement.

Notes:

1. This Bid Document is not transferable.
2. This Bid Document is the property of Punjab & Sind Bank, NBCC Office Complex, Block 3, 1st Floor, East Kidwai Nagar, New Delhi – 110023.
3. In case it happens to be Bank's holiday or non-working day, then the date of submission and the date of opening of bid will automatically stand postponed to the next working day at the same time and venue.

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1. INTRODUCTION

1.1. About Punjab & Sind Bank

Punjab & Sind Bank, hereinafter referred to as the “Bank”, established on 24th June 1908, was nationalized in the year 1980 and is listed on BSE & NSE having a wide network of branches, spread across the length and breadth of the country with presence in all the States and Union Territories.

The issued, subscribed and paid up equity capital of the Bank as on 31.03.2024 was Rs.6777.79 crore (6777786447 shares of face value Rs.10 each) out of which Government of India holds 98.25% of the equity and the balance 1.25% of the equity is held by the public, which includes the individuals, Foreign Institutional Investors, Domestic Institutional Investors and Body Corporates.

For further details please visit Bank’s website <https://punjabandsindbank.co.in/>

1.2. Definitions

- 1.2.1. “Bank” means Punjab & Sind Bank, constituted under Banking Companies (Acquisitions & Transfer of Undertakings) Act, 1980, which has invited the bids for consultancy services and with whom the selected bidder signs the contract for the services to be rendered and to whom the selected bidder shall provide services as per the terms & conditions and terms of reference of the contract.
- 1.2.2. “RFP” means this Request for Proposal prepared, floated, issued and uploaded by the Bank for selection of Legal Counsels for raising capital through Qualified Institutional Placement including any subsequent any subsequent clarification, amendment, modifications, corrigendum issued by the Bank thereto.
- 1.2.3. “Bid” means eligibility cum Technical bid and Commercial bid/price bid as per the formats prescribed in the RFP.
- 1.2.4. “Bidder” means Legal Counsel(s) / bidder / applicant / firm / company submitting the bid in response to this RFP.
- 1.2.5. “Contract” means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.

1.3. Proposal

- 1.3.1. The Bank intends to tap capital markets via Qualified Institutions Placement (QIP) for an amount up to Rs.2000 crore in one or more tranches. The issue size may vary based on various factors including, but not limited to, management discretion and the decision of the shareholders. Further, the bank intends to initiate the process relating to the selection and appointment of Legal Counsel(s) to prepare the requisite documents and to undertake various activities in relation to the QIP. The Bank’s decision in this regard, will be final and binding on all the parties concerned.

1.3.2. The Bank wishes to invite sealed bids from eligible Legal Counsels-Applicants/firms/Companies for selection as Legal Counsels to assist the Bank in its QIPs including US jurisdiction. The Bank proposes to engage Legal Counsels hereinafter referred to as Bidder for the term mentioned in the scope of consultancy.

1.4. Bid

1.4.1. No Bidder shall submit more than one bid. If a Bidder submits or participates in more than one bid, all the bids submitted by the Bidder shall be disqualified.

1.4.2. In the following circumstances, the Bank will have discretion to reject the Bid/response or accept the Bid/ response with conditions stipulated by bank.

1.4.2.1. Bid/Response submitted by holding company and its subsidiary.

1.4.2.2. Bid/Responses submitted by two or more companies having common Director(s).

1.4.2.3. Bid/Responses submitted by two or more partnership Applicant / company / LLPs having common partners

1.4.2.4. Bid/Responses submitted by two or more companies having the same group of promoters / management

1.4.2.5. Any other bid/ response in the sole discretion of the bank if it is in the nature of multiple bids.

1.4.3. **Attested true photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Bidder(s) independently.**

1.5. Cost Borne by Bidders

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

1.5.2. Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

1.6. No Legal Relationship

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

1.7. Non-Transferable Bid

The bid document is not transferable. Only the bidder, who has purchased the bid form, is entitled to quote and to execute the job, if allotted. There will not be

any type of outsourcing. The bidder should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

1.8. Bidder Obligation to inform Itself

1.8.1. The Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the Bid document and the meaning and impact of that information.

1.8.2. Punjab & Sind Bank and its employees make no Representations or Warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of statements contained in this Document. The Bank also accepts no liability of any nature whether from negligence or otherwise, however caused arising from reliance of any bidder upon the statements contained in this RFP.

1.9. Evaluation of Offers

1.9.1. Each Bidder acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the appointment of Legal Counsel, not limited to those selection criteria set out in this RFP document.

1.9.2. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by the Bidder.

1.10. Error and Omissions

Each Bidder should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document not later than the last date for replying to Pre-Bid queries by Bank.

1.11. Acceptance of Terms

A Bidder will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this document.

2. ELIGIBILITY CRITERIA CUM UNDERTAKING(S)

2.1. Applicant should be a reputed law firm with license to practice law and provide legal advice in India, having expertise and experience in handling public offering transactions (including QIP) of equity shares. The partners /members of the bidder/applicant should be Advocates registered with Bar Council of India/respective state Bar Councils/competent authority of respective countries and their registration should be valid and in force.

2.2. Applicant should have minimum experience of at least 5 years in the field with experience in IPO/FPO/QIP.

2.3. Bidder should have completed minimum 4 transactions of domestic IPO/QIP/FPO in BFSI segment only as on 31-03-2024 in last 5 years.

- 2.4. Applicant should have not been barred by any regulatory authority or court or tribunal or any authority in offering such services and should not have been blacklisted / debarred / penalized by the Central Government or State Government or SEBI or RBI to act as legal counsel for the issue in the past or is pending. An undertaking shall be submitted in this respect by the applicant.
- 2.5. The applicant law firm or any of its partners should not be in the Caution List of IBA/Bar Council/other financial/market regulators. A self-certificate to this effect should be submitted by the associates.
- 2.6. If selected as Legal Counsel by the Bank, Applicant's consent shall remain valid for the period up to 1 year from the date of mandate and the bidder will not withdraw midway from the whole process of QIPs transaction (in one or more tranche(s)) till its completion.
- 2.7. Applicant is agreeable to work with any of the Merchant Banker(s) and other intermediaries as decided by the Bank from time to time.
- 2.8. If during the process, any of the core team members is not available due to resignation, etc., another person of similar qualification and experience would be made available by the bidder.
- 2.9. Applicant or any of its officers shall not compromise the confidentiality related to various information provided by the bank.
- 2.10. All the interested applicants fulfilling eligibility criteria mentioned above as a part of the proposal are advised to furnish the undertaking and declarations to the effect of eligibility criteria as given in the Clause No.2.

3. SCOPE & RESPONSIBILITIES OF ASSIGNMENT:

The DLCs and ILCs will be required, inter alia, to undertake tasks assisting the Bank as applicable and co-coordinating various associated activities related to various aspects of the Issue and/or QIP (Transaction) including all legal / compliance aspects as prescribed under Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulation 2018 (as amended from time to time) ("SEBI ICDR Regulations") and subject to relevant domestic and international legislations, as applicable, including but not limited to, as mentioned below:

3.1. Due Diligence

- 3.1.1. Attending organizational due diligence and drafting sessions with the Bank, its representatives, its auditors, the Lead Managers and the other legal counsels;
- 3.1.2. Conducting the legal due diligence on the Bank and its material subsidiaries/ joint ventures, if any (i.e. review of all material legal documents, business and financial contracts, litigations, etc.) and
- 3.1.3. Attending calls and conducting the customary due diligence calls with the Bank and the entire deal team at various critical stages of the transaction.

3.2. Drafting and review of Placement Memorandum and Documents

- 3.2.1. Primary responsibility for drafting, vetting, finalizing and reviewing the non-business and business sections of the Preliminary Placement

- Document and Placement Document (together referred to as “Offer Document”), including the sections entitled “Business”, “Risk Factors”, “Management Discussion and Analysis” and “Industry”, and keeping control of the Offer Documents;
- 3.2.2. Drafting, vetting and finalizing of the Preliminary Offer Documents for filing with SEBI, Stock exchanges and periodic updates to the Offer Documents until the same are finalized and filed with SEBI and other applicable regulatory authorities. Also drafting, vetting and finalizing responses to queries received from SEBI, Stock Exchanges, depositories etc. until the completion of all activities relating to Transaction.
 - 3.2.3. Reviewing and commenting on sections of the Offer Documents under the drafting responsibility of the International Legal Counsel to the Bank.
 - 3.2.4. Drafting, vetting, finalizing and review of all agreements related to the Transaction (including Offer Agreement / Placement Agreement with BRLM(s), Syndicate Agreement, Underwriting Agreement and Escrow Agreements, Monitoring Agency Agreement, Agreement with Registrar, Bankers, etc) as may be necessary.
 - 3.2.5. Reviewing, negotiating and providing comments on the placement agreement, the escrow agreement and other documentation in relation to the Issue on behalf of, and in consultation with, the Bank and Lead Managers;
 - 3.2.6. Drafting Domestic / Overseas publicity guidelines applicable to the issue and advising on publicity issues;
 - 3.2.7. Drafting pre-deal research report guidelines applicable to the Issue and review of the research reports of the Lead Managers. Reviewing and commenting on the draft of the publicity restriction guidelines and research guidelines applicable to the Issue from an Indian law perspective and advising the publicity issues.
 - 3.2.8. Assist, together with other Adviser(s) and BRLMs, as the BRLMs may consider appropriate in obtaining necessary regulatory approvals in connection with the transaction from SEBI, Stock Exchanges, RBI or any other regulatory authority. Any other matter incidental to above and as required by SEBI /other regulatory guidelines in relation to the process, amended time to time.
 - 3.2.9. Drafting, vetting and finalizing of the consent letters taken from all intermediaries.
 - 3.2.10. Analysis of legal, tax and process risks and providing solutions as required.
 - 3.2.11. Providing legal clearance on all issue material viz Placement Documents, Prospectus, Abridged Prospectus, Application Form, Public Notices, Bid Forms, Confirmation of Allocation Notes etc.
 - 3.2.12. Reviewing, vetting and finalizing all other relevant legal and other documents.

- 3.2.13. Interacting with the Auditors of the Bank and negotiating the finalization of the comfort letter and other standard certificates and undertakings to be provided by the Auditors at different stages of the Transaction.
- 3.2.14. Legal sign-off on announcements regarding events during the Offer period.
- 3.2.15. Drafting the domestic aspect of the international wrap.
- 3.2.16. Drafting Board Resolutions and Shareholder Resolutions required to be passed by the Bank, if any, in relation to the transaction.
- 3.2.17. Coordinating and communicating with other parties involved in the Offer, including the officers and other management personnel of the Issuer, the auditors and legal counsel(s) to the BRLMs.
- 3.2.18. Extending closing opinion for the Transaction.
- 3.2.19. Processing of FIFP / RBI applications
- 3.2.20. Providing advice on the duties and actions of the Offerer, including drafting of any applications, letters, certificates etc. in connection with the Offer.
- 3.2.21. Assisting with respect to Closure of Offer. Advice on completion of all post transaction related activities as laid down in the applicable laws including SEBI Regulations and/or NSE and/or BSE rules and the SEBI LODR Regulations etc.
- 3.2.22. Attending to and advising on all matters ancillary or incidental thereto. Any other matter connected with proposed Transactions.
- 3.2.23. Structuring and Approvals:
 - 3.2.23.1. Advising on all pre-Issue aspects on legal matters, including regulatory approvals and applications required for the Issue;
 - 3.2.23.2. Drafting of any applications to be filed with Indian regulatory or governmental authorities in relation to the Issue; and
 - 3.2.23.3. Advising on structuring the Issue, including all aspects in relation to the structure and terms of the Issue.

3.3. Opinion

Opinions customarily provided under Indian Laws on various issues concerning the scope of work defined in this RFP.

3.4. Miscellaneous

- 3.4.1. Coordinating with the International Legal Counsel for the International wrap.
- 3.4.2. Assist the BRLMs, in collating line by line back-up documents for the disclosures in the Offer documents, along with the certificates and other documents as deemed necessary by the Bank/BRLM's for the preparation of the documents/deal bible.;
- 3.4.3. Reviewing and providing legal clearance on the Issue material, such as bid forms and confirmation of allotment notes;

- 3.4.4. Reviewing / Commenting on investor presentations and other marketing related materials in consultation with the International Legal Counsel and from the perspective of compliance with Indian law;
- 3.4.5. Drafting / reviewing application to Stock Exchanges for the Transaction;
- 3.4.6. Reviewing application form and CAN;
- 3.4.7. Issuance of customary legal opinions;
- 3.4.8. Coordinating and communicating with other parties involved in the Issue; and
- 3.4.9. Any other service as customarily provided by an Indian legal counsel to the issuer in such a transaction.

3.5. Tie up with ILC / with already Tied up ILC for

- 3.5.1. Review of the selling restrictions and giving inputs from Indian Law perspective.
- 3.5.2. Drafting/review publicity restriction guidelines applicable to the transaction and advising on publicity issues.
- 3.5.3. Providing written advice on draft international marketing documents (wraps including advice on US taxation law, blue-sky memorandum and research guidelines, etc.).
- 3.5.4. Review research report guidelines applicable to the offering
- 3.5.5. Commenting on investor presentations and other marketing related materials in consultation with the other legal counsels and from the perspective of compliance with Indian law;
- 3.5.6. Reviewing the closing certificates, the closing checklist, the lawyer opinions and assisting the closing of the Issue jointly with the International legal counsel to the Lead Managers;
- 3.5.7. Drafting, vetting and finalizing of selling restrictions in the jurisdictions where the international marketing shall be done and filing of necessary documents in other jurisdictions.
- 3.5.8. Providing all other legal advice and written opinions in connection with the issue as may be required.
- 3.5.9. Completion of all necessary legal formalities as may be required by competent authorities/ prescribed authorities as per applicable laws for the proposed Transaction
- 3.5.10. Other advice in relation to the offer pertaining to international law; and
- 3.5.11. Any other service as customarily provided by Legal Counsel(s) in such a transaction.

NOTE: The Scope of work is only indicative & illustrative and not exhaustive.

4. BID PROCESS

4.1. Bid Document

The RFP document will be published in the Bank's website <https://punjabandsindbank.co.in/> and Government portal www.eprocure.gov.in . The Bidders are required to respond accordingly.

4.2. Application Money

4.2.1. The Bidder shall pay, along with the Technical Bid, Application Money of Rs.1,000/- (Rupees One Thousand only) plus 18% GST. The application money shall be paid by Demand Draft drawn in favour of “Punjab & Sind Bank” payable at New Delhi. Alternatively, the application money may be paid by NEFT to the below account details and the payment details (i.e. payment transaction id or UTR and date of payment) should be clearly mentioned in Annexure-1. The application money is non-refundable.

Account Number: 90015040050003

IFSC Code: PSIB0009001

4.3. Earnest Money Deposit (EMD):

4.3.1. The bidder should furnish, as part of its bid, Earnest Money Deposit (EMD) of Rs.70,000/- (Rupees Seventy Thousand only) in the form of Demand Draft/Banker’s Cheque/Pay Order from any Scheduled Commercial Bank, drawn in favour of “Punjab & Sind Bank” payable at New Delhi or by way of NEFT to the below account details and the payment details (i.e. payment transaction id or UTR and date of payment) should be clearly mentioned in Annexure-1.

Account Number: 90015040050003

IFSC Code: PSIB0009001

4.3.2. The Unsuccessful bidder’s Earnest Money Deposit will be discharged / returned without interest within 30 days after the Bank enters into an agreement with successful bidder.

4.3.3. The successful bidders EMD shall be refunded on submission of Performance Bank Guarantee.

4.3.4. No interest shall be payable on EMD.

4.3.5. Demand Draft for EMD must be submitted in a separate cover marked “EMD” along with the bid documents and should be kept inside the Eligibility cum Technical Bid as stated in Clause 5 of this RFP. Submission of Demand Draft for EMD in other than Eligibility cum Technical Bid Envelope is liable to be rejected on the grounds of non-submission of EMD.

4.3.6. In the event of its non-submission, the bid will be rejected without any further correspondence, as non-responsive and the decision of the Bank in this regard will be final, conclusive and binding.

4.3.7. The Earnest Money Deposit shall be forfeited / Performance Bank guarantee shall be invoked if a bidder withdraws the bid during the bid validity period specified in this document.

4.3.8. Any decision in this regard by the Bank shall be final, conclusive and binding on the firm/company.

4.4. Performance Bank Guarantee:

4.4.1. The successful bidder shall be required to submit Performance Bank Guarantee as per the format in Annexure – 15 from a Scheduled

Commercial Bank other than Punjab & Sind Bank of an amount equal to 2% of the Financial Bid of the successful bidder (fee for both DLC & ILC) which shall be valid for a period of 1 year from the date of entering in to agreement with the successful bidder with a claim period of further 45 days from the last day of the validity of the Guarantee.

- 4.4.2. The Performance Bank Guarantee will be furnished for due performance of the contract.
- 4.4.3. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or if in the opinion of the Bank the consultant has failed/ fails to perform the assignment under the contract to the satisfaction of the Bank or if the Bank incurs any loss due to Bidder's negligence in carrying out the project implementation/ consultancy services as per the agreed terms & conditions. The invocation of performance bank guarantee will not be applicable in case the delay is for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Service Provider to prove that the delay is attributed to the Bank and Force Majeure. The decision taken by the Bank in this regard shall be final and Service Provider shall not dispute the same.

4.5. Clarification to RFP and Pre-Bid Queries:

- 4.5.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP 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 RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Annexure-9.
- 4.5.2. All communications regarding this RFP requiring clarifications and any doubts shall be sent only by email to ho.accts@psb.co.in on or before **5:00 PM on 24.06.2024**.
No oral or individual consultation shall be entertained.

4.6. Pre-Bid Queries

The Bank will consolidate all the queries received during the pre-bid period and the replies for the queries shall be made available to the bidders through email. 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 RFP and it will be binding on the Bidders.

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

4.7. Amendment to the Bidding Document:

- 4.7.1. 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 amendment.
- 4.7.2. Notification of amendments will be made available on the Bank's website (i.e. <https://punjabandsindbank.co.in/>) and Government e-procurement portal www.eprocure.gov.in and will be binding on all Bidders and no separate communication will be issued in this regard.
- 4.7.3. In order to allow prospective Bidders reasonable time 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.

4.8. Process

- 4.8.1. Selection of Legal Counsels/ firm/company will involve a five-stage approach

Stage 1	Issue of RFP document
Stage 2	Pre-bid Queries and Response
Stage 3	Receipt of bids
Stage 4	Evaluation of bids
Stage 5	Award of contract

- 4.8.2. The time-frame for the overall selection process is mentioned in this RFP document under "Key Information of RFP". Bank reserves the right to vary the time-frame at its sole and absolute discretion. Changes to the time frame will be communicated to the affected respondents during the process. The Bank may at its sole discretion also extend the closing date and time of submission of bids. The dates mentioned under "Key Information of RFP" at page no 4 of this RFP are tentative dates and the respondent acknowledges that it cannot hold the Bank responsible for breach of any of the dates.

Note: Firm/company can depute their authorized representative (only one) to attend the bid opening process. No separate intimation will be given in this regard to the firm/company. **The representative, so deputed will be required to carry an authorization for the same on the letterhead of the bidding organization.**

4.9. Modification and / or withdrawal of Bids

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

- 4.9.1. In case any Bidder makes any unsolicited communication in any manner, after Bid/Proposals have been opened, the Bid / Proposal submitted by the particular Bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.
- 4.9.2. Further, if the RFP has to be closed because of such rejection, and the RFP has to be re-tendered, then such Bidder, at the option of BANK, shall be disqualified and will not be allowed to bid in the re-tender process. In case of all disputes relating to the RFP and the matters arising and connected with the RFP, the Bidder shall make representation to BANK and the decision of BANK on any or all issues/grievances raised by the Bidder shall be final, conclusive and binding and shall not be questioned or challenged by the disputing Bidder(s).
- 4.9.3. In case any Bidder or any other person approaches external judicial authority like any Court or Forum or Tribunal and if the Bidder or any other person loses the case after adjudication for reason whatsoever or on merit or the Bidder or any other person opts not to pursue the matter further and withdraw the matter before decision by such judicial body, the Bidder or any other person who initiated legal proceeding shall reimburse all the expenses incurred by BANK in litigation including traveling and associated costs to attend the matter, expenses incurred in obtaining legal advice, advocate fees to represent BANK in the matter, irrespective of the decision or decree or judgment or order of such judicial authority.
- 4.9.4. It is clarified that any condition put forth by the Bidders, non-conforming the Bid requirements shall not be entertained at all and such Bid shall be rejected forthwith. The decision of BANK in this regard shall be final, conclusive and binding and shall not be questioned/ challenged by the Bidders.
- 4.9.5. It may be noted by the Bidders that Bank at its sole discretion may temporarily or otherwise waive any minor informality or infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation.
- 4.9.6. Decision as to any arithmetical error manifest or otherwise in response to RFP shall be decided at the sole discretion of Bank and shall be binding on the Bidder. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned/ challenged by the Bidder.
- 4.9.7. Bank reserves the right to alter/re-issue /re-commence/cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. BANK shall not be bound to give any reasons or explain the rationale for its actions/decisions to annul or abandon or cancel the bid process. BANK further reserves the right to alter/re-issue/re- commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any

decision of BANK in this regard shall be final, conclusive and binding on the Bidder(s) and shall not be questioned/ challenged by the Bidder.

4.9.8. Engagement/ selection of any bidder may be cancelled by the Bank at its discretion including, but not limited to, under any of the following circumstances:

4.9.8.1. The selected Bidder commits a breach of any of the terms and conditions of the tender/contract.

4.9.8.2. The selected Bidder becomes insolvent or goes into liquidation voluntarily or any application has been filed against the selected bidder under the provisions of IBC, 2016 or otherwise.

4.9.8.3. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.

4.9.8.4. If the selected Bidder fails to execute/ complete the due performance of the assigned work in accordance with the agreed terms and conditions.

4.9.9. In case Bank decides, due to any reasons whatsoever in its sole discretion, to call off, postpone, defer, cancel the issuance of QIP.

5. Submission of Proposal

Proposals are required to be submitted as under:

5.1. Envelope 1 (sealed) super scribed as “Eligibility cum Technical Bid for selection of Legal Counsel for QIP” and should contain following:

5.1.1. Brief profile of Applicant along with details of IPO/FPO/QIP issues handled in last 5 years.

5.1.2. Duly signed undertakings on Applicant’s letter head as per Clause no. 2 “Eligibility Criteria cum Undertaking(s)”

5.1.3. Duly Signed Pre-contract integrity pact on stamp paper of Rs.100/- as per Annexure-2

5.1.4. Duly signed documents as per the Checklist mentioned as Annexure-10

5.1.5. All pages of RFP should be stamped and signed by Authorized Signatory of the Applicant and to be submitted with the bids.

5.2. Envelope 2 (sealed) super scribed as “**Financial Bid for selection of Legal Counsel for QIP**” and should contain the Financial Bid as per proposal format as mentioned below in Clause no. 6. The financial bids of those eligible bidders who qualify technically will be opened in the presence of the Bidders as per the dates mentioned in this RFP.

5.3. The aforesaid envelope 1 & 2 shall be placed in an envelope super scribed as “**Proposal for Selection of Legal Counsel(s) for Raising Equity Capital through Qualified Institutions Placement (QIP)**”

5.4. In case of conflict, the Bank’s decision will be binding on all bidders. The fee quoted by the Bidder should be inclusive of all applicable taxes, cess, duties (excluding GST), out of pocket expenses, etc. The different taxes should be indicated separately while raising the bills for payment of fee. All bills are to be raised in INR for Domestic Legal Counsels (DLCs) and in USD for International

Legal Counsel (ILC) and will be payable in INR for DLCs & USD for ILC only after successful and satisfactory closure of the transaction.

- 5.4.1. The Bidders will be liable to pay the taxes as applicable as per law except GST, the liability for which shall be discharged as per the provisions of GST Act.
- 5.4.2. Bidders to note that fees will be payable to the appointed Legal Counsel after the completion of the transaction.
- 5.4.3. However, in case the Bank calls off the transaction at any stage, fees will be payable to the appointed Legal Counsel based on Financial Bids as per the work completed as detailed in Clause 9.5 of this RFP.
- 5.4.4. However, no fees will be paid if the appointed Legal Counsel (Domestic & International) withdraws midway from the whole process of QIPs transaction (in one or more tranche(s)) till its completion.

6. Requirements of Bid

6.1. Requirement of Technical Bid (Enclosures)

- 6.1.1. Authority letter authorizing the person, who will be treated as the authorized signatory of the DLC and/or ILC, to sign the proposal and other documents (Enclosure 1);
- 6.1.2. Authorization letter from the ILC on the letter head stating that the DLC is authorized to submit quote on behalf of the ILC(s) for the proposed Issue (Enclosure 2);
- 6.1.3. Letter of consent signed by the authorized signatory expressing interest to participate in the legal Counsel selection process of the Bank as per Annexure 1 and the letter should contain full contact details of the DLC and / or ILC including name of the Authorized signatory, his/her designation, contact number, e-mail id (Enclosure 3);

6.2. Requirements of Financial Bid (Enclosures)

- 6.2.1. The fee quoted should be unconditional. The bidder is required to quote a single fee as per the format given in Annexure 4 for the issue size of up to Rs.2000 crore.
 - 6.2.2. Single fee would be quoted for acting as a Legal Counsel for the proposed QIP (in one or more tranches) of the Bank. Bid has to be quoted as an inclusive bid and the bidders will be liable to pay the applicable taxes as per law excluding GST, the liability for which shall be discharged as per the provisions of GST Act.
 - 6.2.3. The fee payment towards statutory and regulatory requirements to be borne by the Legal Counsels appointed for a particular transaction.
 - 6.2.4. All bills are to be raised by DLC in INR and by ILC in USD and will be payable accordingly as per the payment schedule mentioned in Clause 9.5 of this RFP. The different taxes should be indicated separately while raising the bills for payment of fee.
- 6.3. Bid complete in all respects may be submitted in person/post/courier to Chief Financial Officer, Punjab & Sind Bank, Accounts & Audit Department, NBCC Office Complex, Block 3, 1st Floor, East Kidwai Nagar, New Delhi – 110023

on Bank's working days from 10.00 am to 5.00 pm and till **03:00 p.m. on August 9, 2024**. Bids received after due date & time shall not be entertained.

- 6.4. At any time prior to the closing time of submission of the bids, the Bank, for any reason, whether on its own initiative or in response to a clarification requested by a prospective firm/company, may modify this RFP, by amendment. All prospective firm/company who participate in this RFP shall keep themselves aware of any or all such modifications by regularly visiting the bank's website as all such changes/modifications shall be solely informed through Bank's website only and all such amendments shall be binding on them and shall form an integral part of this RFP. In order to allow the prospective firm/company, reasonable time to take into account, the amendments, if any, in preparing the bids, the Bank at its discretion may reasonably extend the closing date & time of this RFP document, in which case all rights and obligations of Punjab & Sind Bank and Bidder previously subject to the deadline will thereafter be subjected to the deadline as extended.
- 6.5. Any bid received by the Bank after the deadline for submission of bids shall be rejected outright.
- 6.6. The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid. The bid(s) properly super scribed in the manner prescribed in earlier clauses of this RFP should be submitted as per date and venue mentioned below:

Last Date and time of submission of Bid	Venue
03:00 p.m. on Friday, August 9, 2024	Punjab & Sind Bank, Accounts & Audit Department, NBCC Office Complex, Block 3, 1st Floor, East Kidwai Nagar, New Delhi – 110023

- 6.7. If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. The Bid(s) which is/are deposited after the said date and time shall not be considered. No offer will be accepted directly.
- 6.8. If envelopes containing bid documents, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.
- 6.9. Any bid received after the appointed date and time will not be entertained. The Bank will not be responsible for any postal/courier delay.
- 6.10. The Bank reserves the sole right to accept or reject any or all proposals thus received without assigning any reason thereof.
- 6.11. The Technical bid opening will be on **Friday, August 9, 2024 at 3:30 p.m.** at Punjab & Sind Bank, Punjab & Sind Bank, Accounts & Audit Department, NBCC Office Complex, Block 3, 1st Floor, East Kidwai Nagar, New Delhi – 110023. One member from each bidder will be allowed to attend the bid opening.

- 6.12. The schedule of raising capital will be at the sole discretion of the Bank and will be intimated to the appointed Legal Counsels at an appropriate time. The Bank will be appointing 1 Domestic Legal Counsel to work on behalf of the Bank alongwith 1 International Legal Counsel for one or more tranches of QIP and will be at the sole discretion of the Bank.

7. Evaluation of Eligibility cum Technical Bids and Financial Bid

- 7.1. All the bids will be opened in the presence of bidders.
- 7.2. Bank will first evaluate the Eligibility cum Technical Bids with all the enclosures/annexures submitted in Envelope 1 as mentioned in Clause No.5 & as per Annexure -10 (Checklist)
- 7.3. All bidders/applicants who meet the eligibility criteria & submit all requisite documents including all enclosures/Annexures as per the RFP will be treated as qualified bidders for opening of Financial Bids.
- 7.4. The Bidders meeting the eligibility criteria would be required to make a presentation (Maximum of 20 minutes) of their credentials before the Committee at the Bank's Venue or through video conferencing. Maximum Two representatives would be allowed for presentations. The time schedule will be emailed separately at the contact e-mail id provided by the Bidders. Order of presentation will be decided by the Bank. 30 marks are assigned for Presentation.
- 7.5. The technical capabilities and competence of the Bidder should be clearly reflected in the presentation. The Evaluation committee of the Bank may interact with the Bidder or bidder's authorized representatives during the presentation.
- 7.6. The Technical Score will be calculated based on the Technical Evaluation Parameters mentioned below.

Sl No	Evaluation Parameter		Marks (Total 100)
1.	Experience & Commitment of the Core Team proposed to be assigned for handling the Bank's Issue		35
	a) Work Experience of the core team in respect of handling of IPO/FPO/QIP (Maximum marks)		
	<ul style="list-style-type: none"> • Atleast 50 % of the Core team having experience more than 5 years • Otherwise 	20	
		15	
	b) Commitment of the core team (maximum marks)		
	<ul style="list-style-type: none"> • More than 5 full time professionals in the core team (for each professional beyond 5, 1 mark will be given subject to ceiling of 10 marks) • Up to 5 full time professionals in the core team 	15	
		10	
2.	Experience of handling capital market issuances (IPO/FPO/QIP) in the last 5 years from 01.04.2019 to 31.03.2024 – Each transaction will carry 5 marks in case of		35

	Public Sector Banks / Private Banks and 2 mark in case of NBFC/Small Finance Banks/Others (under BFSI), up to a maximum of 35 marks		
3.	Technical Presentation (Maximum Marks)		30

- 7.7. The Bidders securing technical score of 70 or more marks out of a total of 100 marks would be considered as technically qualified. In case, there is only one firm / company having technical score of 70 or more, the Bank may, at its discretion, also consider the next highest technical score with a minimum score of 60. In case, none of the participative firm/company qualifies on technical criteria to reach or exceed the cut-off score of 60, then the Bank, at its sole discretion, may lower the qualifying marks. The evaluation procedures to be adopted in the bidding process will be at the sole discretion of Bank and the Bank is not liable to disclose the evaluation report or reasoning to the bidder.
- 7.8. A list of key personnel to be deployed for the project is to be furnished with details of Name, Age, Qualification and Experience in Annexure – 14.
- 7.9. The Bank will prepare a list of qualified bidders on the basis of evaluation of Technical and Financial Bids and the names of qualified bidders would be announced on the Bank's website (<https://punjabandsindbank.co.in/>).
- 7.10. The Evaluation Committee would open the Financial Bids of only the technically qualified bidders. The date and time of opening of the Financial Bids would be announced after the presentation of all the bidders.
- 7.11. The marks scored by shortlisted Bidders in the technical evaluation will then be given a weightage of 70%. Similarly, the Financial Bids of the Bidders will be given a weightage of 30%. The combined score of Technical and Financial Bids will determine the L1 (bidder scoring highest point / marks), L2, L3 and so on.
- 7.12. The bidder scoring the highest Techno Financial Score (L1) based on the above principles would be appointed for the transaction.

Techno-Financial Evaluation of Bids (Example)

Technical Bid Evaluation

No. of Bids Received: 4

Sl No	Name of Bidder	Marks secured based on Technical Parameters (out of 100)	Technical Score
1	A	93	100*
2	B	88	94.62
3	C	78	83.87
4	D	83	89.25

*A has secured the highest marks in technical evaluation and therefore has been allocated 100 marks. The final technical scores of other Bidders will be computed as follows:

$$B = (100 \times 88) / 93 = 94.62$$

$$C = (100 \times 78) / 93 = 83.87$$

$$D = (100 \times 83) / 93 = 89.25$$

Financial Bid Evaluation

No. of Bids Received: 4

SI No	Name of Bidder	Financial Bids	Financial Score
1	A	8000	87.50
2	B	9000	77.78
3	C	10000	70.00
4	D	7000	100.00*

*D has quoted the lowest bid and therefore has been allocated 100 marks. The final financial scores of other Bidders will be computed as follows:

$$A = (7000 / 8000) * 100 = 87.50$$

$$B = (7000 / 9000) * 100 = 77.78$$

$$C = (7000 / 10000) * 100 = 70.00$$

(Note: 70% weightage to Technical score and 30% weightage to Financial Score)

Techno-Financial Score

SI No	Name of Bidder	Technical Score	Financial Score	Total Score	Status
1	A	70.00	26.25	96.25	L1
2	B	66.23	23.33	89.56	L3
3	C	58.71	21.00	79.71	L4
4	D	62.48	30.00	92.48	L2

7.13. In case of more than one bidder obtained lowest Score (L1) the selection shall be based on higher number of QIP/IPO/FPO handled during last 5 years in BFSI segment only and decision of the Committee constituted by the Bank will be final & binding to all the prospective bidders.

7.14. The commercial bids will be valid for 1 year from the date of opening of commercial bid.

Rejection of Bid

The bid is liable to be rejected if,

- i) It is not in conformity with the instructions mentioned in this document.
- ii) It is not properly/duly signed and duly sealed and submitted.
- iii) It is received after expiry of due date and time.
- iv) It is incomplete including non-furnishing of the required documents.
- v) It is evasive or contains incorrect information.
- vi) If there is canvassing of any kind.
- vii) The whole process of selection of DLC and ILC for the proposed QIP issuance by the Bank is strictly confidential. If at any stage of selection, any DLC and / or ILC or

- any of its officials is / are found to indulge in activities that compromises this confidentiality, necessary action, including legal proceedings, are liable to be initiated against such DLC and / or ILC, besides summarily rejecting the candidature of the said DLC and / or ILC, without giving any reasons thereof.
- viii) In case any bidder or any of its officials makes any unsolicited communication in any manner, during the whole bidding process of proposed QIPs, the proposal submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.
- ix) In case, any disputes relating to the proposal arises, the DLC and / or ILC shall make representation to the Bank and the decision of the Bank on any or all the points raised by the DLC and / or ILC shall be final and binding on the DLC and / or ILC.

8. Confidentiality

The information subsequently provided to Bidder(s) whether verbally or in writing by or on behalf of Bank shall be subject to the terms and conditions set out in this RFP and in engagement letter/agreement/contract to be executed by the Bank and shall be kept confidential by the bidders.

9. Terms & Conditions

9.1. Authorised Official

The selected firm/company shall indicate the authorized officials who can discuss and correspond with the Bank, with regard to the obligations under the contract. The firm/company shall furnish copy of Board Resolution/authority letter, power of attorney / proof of signature & identification for above purposes as required by the Bank.

9.2. Bank Reserves the Right to

- Reject any or all responses received in response to the RFP
- Extend the time for submission of all proposals
- Cancel the RFP at any stage, without assigning any reason whatsoever.
- Ascertain information from the Banks and other institutions to which the firm/company have rendered their services for execution of similar projects.

9.3. Adherence to Standards

The firm/company should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

9.4. Fee

It may be noted that the Bank will not pay any other amount / other expenses like travel and accommodation etc., except the agreed professional fee. The TDS amount at prevailing rate and work contract tax etc. shall be deducted from the firm/company payments.

The firm/company shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting the rate.

There shall be no advance payments.

9.5. Terms of Payment

9.5.1. Bidders to note that fees will be payable to the appointed Legal Counsel after the completion of the transaction.

9.5.2. However, in case the Bank calls off the transaction at any stage fees will be payable to the appointed Legal Counsel based on Financial Bids as per the work completed as under:

Sl No.	Work Completed	Quote Amount
1	On the delivery of the draft of the Offer Documents	15%
2	Finalization of the offer documents	40%
3	Closing of the Transaction	100%

9.5.3. However, no fees will be paid if the appointed Legal Counsel (Domestic / International) withdraws midway from the whole process of QIPs transaction (in one or more tranche(s)) till its completion.

9.6. Award

The shortlisted bidder will be issued a letter of award by the Bank and such successful bidder shall execute engagement letter/agreement with the Bank within 3 days of issuance of letter of award by the Bank. The Selected bidder shall also sign an Integrity Pact as per the Performa (Annexure-2).

9.7. Professionalism

The firm/company should provide professional, objective and impartial advice at all times and hold the Bank's interest's paramount and should observe the highest standard of ethics while executing the assignment.

9.8. Start of Service

The firm/company shall be responsible for commencing the service under the RFP immediately on signing the agreement or such other commencement date mutually decided by the parties (Bank & Legal Counsel) and intimated in writing to each other. The responsibility of collecting all the required information pertaining to the present systems of the Bank shall be with the selected firm/company. Cost of any eligibility licenses / certificates / software/ hardware etc., required to provide the Legal counsel services listed under 'Scope & Responsibilities of this Assignment' should be borne by the selected firm/company.

9.9. **Contract Period**

The contract and the appointment shall be for a period of 1 year from the date of agreement. However, the fee quoted is valid for the said period in one or multiple tranches during the validity period of financial bid.

The validity period of the appointment as Legal Counsel for the Bank is 1 year from the date of agreement for the said transactions in single or multiple tranches with the successful bidders.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP/subsequent contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Agency under this RFP/Subsequent contract.

9.10. **Bid Validity period:**

The Bid Validity Period shall be for 1 year from the date of agreement.

9.11. **Sub-Contracting**

The selected firm/company shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract. In case, any particular specialized service in the scope of consultancy requires subcontracting, only such activity, by providing such details to the Bank, can be subcontracted only with prior permission from the Bank in writing. However, any payment to such subcontractor is to be paid by the firm/company and the Bank will not pay any amount other than the professional fee accepted by the Bank.

9.12. **Cancellation of Contract and Compensation**

9.12.1. The Bank reserves the right to cancel the contract of the contracted firm/company and recover expenditure incurred by the Bank on the following circumstances:

- The selected firm/company commits a breach of any of the terms and conditions of the bid/ contract.
- The firm/company goes into liquidation voluntarily or otherwise.
- The progress regarding execution of the contract, made by the selected firm/company is found to be unsatisfactory.
- Any other reason attributable to the firm/company.

9.12.2. In case it is found anytime during the course of the RFP process or at any time before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information.

9.12.3. Bank at any time considers that the services of the selected bidder are in any manner deficient and /or are not being performed to the satisfaction

of the Bank in terms of scope of work as set out herein or in the engagement letter or in any agreement that may be executed with successful bidder.

- 9.12.4. If it is detected at any stage that any form of canvassing / lobbying / exercise of influence/cartelization etc. has been put to use by the Bidder.
- 9.12.5. After the award of the contract, if the selected firm/company does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In such an event, the firm/company is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the contract.

9.13. Applicable Law and Jurisdiction of Court

The Contract with the selected firm/company shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at New Delhi (with the exclusion of all other Courts).

9.14. Execution of SLA / NDA

The firm/company should execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed in the RFP and as may be prescribed by the Bank regarding deliverables and (b) Non-Disclosure Agreement (NDA). The firm/company should execute the SLA and NDA after acceptance of appointment/engagement within 3 days.

9.15. Confidential Information

Confidential Information is any and all proprietary information, Bank data, customer lists, customer information, account information and business information regarding business planning and operations of Bank or any other information or data whether such data is permanent or otherwise disclosed by the Bank. Confidential information does not include information that is or becomes lawfully available to the recipient prior to the Bank providing such information or is public information in accordance with the applicable laws. Software in human-readable form (e. g. source code) and the Bank's data values stored in computers will be considered confidential information whether or not marked as such.

As the successful firm/company will have access to Bank specific information/ acquire business related knowledge which are sensitive, confidential etc., the firm/company is required to sign confidentiality (Non-Disclosure) agreement not to disclose or part with any information relating to the Bank or its customers, vendors etc. to any person/s for any reason whatsoever. The successful firm/company shall also undertake to keep confidential all confidential information (written or oral) even after the termination of the

Contract concerning all facts of the business of the Bank, which has been obtained or understood during the course of the assignment.

9.16. Compliance with Statutory and Regulatory Provisions

The selected firm/company shall comply with SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018 and all other applicable SEBI guidelines and statutory provisions to ensure the success of the QIPs of Punjab & Sind Bank and all statutory and regulatory provisions while undertaking the services mentioned in this RFP.

9.17. Publicity

Any publicity, except for the proposed QIP of the Bank, by the selected firm/company in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

9.18. Force Majeure

- 9.18.1. The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure.
- 9.18.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.
- 9.18.3. In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days from the date of such event. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 9.18.4. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.
- 9.18.5. Notwithstanding above, the decision of the Bank to continue or cancel the contract shall be final and binding on the firm/company.

9.19. Resolution of Dispute

Any dispute(s) or difference(s) arising out of, or in connection with, or in any manner related to this RFP or interpretation of any of the provisions of this RFP or performance of any of the terms and conditions of this RFP and any subsequent contract/agreement entered into by and between the parties shall

be settled amicably through negotiation between the parties. In case no settlement to dispute(s) or difference(s) can be reached through amicable negotiation between the Bank and any bidder within a period of 30 days then the parties shall refer such dispute to sole Arbitrator appointed with the mutual consent of both the parties and in case the parties fail to appoint the arbitrator through mutual consent, then each party shall appoint one arbitrator each and the two arbitrator shall jointly appoint the third or presiding arbitrator. The arbitration proceedings will be conducted in the English language. The arbitration award shall be in writing, final and binding on the parties and the judgment may be entered thereupon upon the application of either party to a court of competent jurisdiction. The Arbitration proceedings shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory amendment modification or re-enactment thereof. The Parties shall equally share the costs of the arbitrators' fees.

9.20. Responsibility of Bidder

- 9.20.1. The response to this RFP must contain all documents, information and detail required by this RFP document. If the submission of this RFP does not include all the documents and information required or is incomplete or submission is through e-mail such response are liable to be summarily rejected.
- 9.20.2. All submissions, including any accompanying documents, will become the property of the Bank. The respondent shall be deemed to have licensed and granted all rights to the Bank to reproduce the whole or any part of their submission for the purpose of evaluation, to disclose the contents of the submission to other respondents, who have registered a submission and to disclose and / or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or patent of the respondent in the submission and / or accompanying documents.
- 9.20.3. Recipient / Respondents are required to direct all communications for any query / clarification related to this RFP to the official of the Bank through e-mail only. All such queries / clarifications received up to the date specified in this RFP will only be entertained by the Bank. The Bank will upload the replies to all the queries on its website.

9.21. Disqualification

- 9.21.1. In case, it is found during the course of the transaction or at any time before issuance of the letter of award or after execution of engagement letter and during the period of subsistence or after the period thereof, that one or more terms and conditions laid down in this request for proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet engaged, and if engaged then the

engagement shall be terminated, by a communication in writing by the Bank to the successful bidder without the Bank being liable in any manner whatsoever. This action will be without prejudice to any right or remedy that may be available to the Bank under the bidding document or otherwise available under the law. In addition to this, Bank may also black-list such bidder. However, terminating the engagement, a show cause notice stating why its engagement should not be terminated would be issued giving it an opportunity to explain its position.

9.21.2. Further, during the tenure of engagement of the Legal Counsel, in case Bank at any time considers that the services of Legal Counsel are in any manner deficient and/or are not being performed to the satisfaction of the Bank in terms of scope of work as set out herein or in the engagement letter or in any agreement that may be executed with them in connection with the Transaction, Bank shall have the right to terminate the engagement of such Legal Counsel without assigning any reason for the same.

9.22. Hiring of certified skilled workforce

All the bidders are advised to give commitment to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project at the cost of the service provider/vendor.

9.23. Bank's Discretion

9.23.1. The Bank may at its sole discretion select and engage such number of Legal Counsels as it deem fit with requisite experience, who together will form a team and be called Legal Counsels.

9.23.2. The Bank shall be under no obligation to act upon the advice rendered by the Legal Counsel for the engagement of other intermediaries. The engagement made by the Bank shall be final and binding on all the Bidder(s).

10. Vicarious Liability

10.1. The selected Legal Counsels shall be the principal employer of the employees, agents, contractors, subcontractors, etc., engaged by the selected firm/company and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the selected firm/company, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the selected firm/company shall be paid by the selected firm/company alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected firm/company's employees, agents, contractors, subcontractors etc. The selected firm/company shall agree to hold

the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected firm/company's employees, agents, contractors, subcontractors, etc.

- 10.2. The selected firm/company is no way permitted by virtue of this clause to engage agents, contractors, subcontractors etc. for accomplishing the assignment entrusted to such firm/company. Appointment of any of these or an external expert shall be done only with the prior consent of the Bank in writing.

11. Pre-Contract Integrity Pact

Vendors/bidders, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids, not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected.

IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/ Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of Pre-Contract Integrity pact is attached in Annexure- 2 for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

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

It may kindly be noted that all clarification/query/status with respect to tender may be forwarded to ho.accts@psb.co.in and not to IEMs except query related to Integrity Pact:

12. Indemnity:

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

- The breach, default or non-performance of undertakings, warranties, covenants or obligations by the DLC / ILC and its employees and agents.

- Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the DLC / ILC and its employees and agents.
- 12.2. Further, the DLC / ILC and its employees and agents shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc.
- 12.3. All indemnities shall survive notwithstanding expiry or termination of the contract and DLC / ILC and its employees and agents shall continue to be liable under the indemnities.

13. Limitation of Liability

- 13.1. The DLC / ILC aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.
- 13.2. DLC / ILC liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of DLC / ILC its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

14. Miscellaneous

- 14.1. Notwithstanding anything contained herein, Bank reserves the right to waive any terms or criterion or condition under this document if such terms or criterion or condition is not material to the intents and purposes contemplated herein;
- 14.2. A Committee constituted by the Bank for the intents and purposes of this proposal shall be sole judges of the materiality for the purpose of waiver.
- 14.3. The successful bidder(s) shall mandatorily enter into Non-Disclosure Agreement (NDA) with Bank, within 7 days of issuance of letter of engagement by the Bank.

For Punjab & Sind Bank

Arnab Goswamy
Chief Financial Officer

Annexure -1
Bid Covering letter format

Reference No:

Date:

The Chief Financial Officer,
Punjab & Sind Bank,
Accounts & Audit Department
NBCC Office Complex, Block 3, 1st Floor,
East Kidwai Nagar, New Delhi – 110023

Dear Sir,

SUB: RFP for “Selection of Legal Counsel(s) for Raising Equity Capital through Qualified Institutions Placement (QIP)”
Ref: PSB/RFP/ACC/LCs/01/2024 dated 19.07.2024

Having examined the RFP document including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Legal Counsel Services in conformity with the said RFP in accordance with the schedule of prices indicated in the commercial bid and made part of this bid.

If we qualify as per the Eligibility cum Technical bid, we are ready to provide the Legal services as Legal Counsel for the proposed QIPs for a period of 1 year for the Bank from the date of opening of financial bids.

Further, if our offer is accepted as per financial bid, we are ready to provide the Legal services as Legal Counsels for a period of 1 year from the date of agreement.

We enclose a EMD of Rs.70,000/- (Rupees Seventy Thousand only) in the form of Demand Draft in favour of Punjab & Sind Bank payable at New Delhi / remitted electronically vide UTR No _____ dated _____ to your account number 90015040050003 with IFSC Code PSIB0009001.

We enclose an Application money (Non-refundable) for Rs.1,180/- (Rupees One Thousand One Hundred Eighty Only) in the form of Demand Draft in favour of Punjab & Sind Bank, payable at New Delhi / remitted electronically vide UTR No _____ dated _____ to your account number 90015040050003 with IFSC Code PSIB0009001.

We agree to abide by this offer till 1 year from the date of agreement and for such further period as mutually agreed between the bank and successful bidder and agreed to in writing by the bidder. We also agree to keep the Earnest Money Deposit / Bank guarantee in lieu of EMD during the entire validity period of the Bid plus claim period of 3 months. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD / invoke the Bank guarantee in lieu of EMD, without

reference to us. We agree to abide by and fulfill all the terms and conditions of the Bid 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 Bid together with the return acceptance of the contract.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Consultancy of the subject RFP.

Until a formal contract is prepared and executed, this offer together with the Bank's written acceptance thereof and the Bank's notification of award shall constitute a binding contract between us.

We confirm that we have not made any changes in the offer documents, except for filling in appropriate columns.

We confirm that Applicant/company has not been blacklisted/ barred by any regulator/ statutory body and or Public Sector Undertaking.

We confirm that the Applicant has not been barred by any regulatory authority or court or tribunal or any authority in offering such services and has not have been blacklisted / debarred / penalized by the Central Government or State Government or SEBI or RBI to act as legal counsel for the issue in the past or is pending.

We confirm that Applicant/company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the Legal Counsel services.

None of the family members of the partners of the bidders and advocates of the bidder firm are employed in the Bank except for those mentioned below:

Name of the Bank Official and Designation	Name of the relative in the bidder firm	Relationship

Place:
Date:

Signature with Seal
Name:
Designation:

Annexure-2

PRE CONTRACT INTEGRITY PACT

(To be executed on Non-Judicial Stamp Paper of Rs.100)

Between

Punjab & Sind Bank (PSB) hereinafter referred to as "**The Principal**",

And

_____ hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/ s for Selection of Legal Counsels for Proposed Qualified Institutional Placement (QIP). The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal has appointed Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential I additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions

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

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

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

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

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

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or 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 of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

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

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

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

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or 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 same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He / she reports to the MD & CEO of Punjab & Sind Bank.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO of Punjab & Sind Bank and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the MD & CEO of Punjab & Sind Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the MD & CEO of Punjab & Sind Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO of Punjab & Sind Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word '**Monitor**' would include both singular and plural

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD & CEO of Punjab & Sind Bank.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (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.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

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

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

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Annexure-3

Covering letter format for Commercial Bid

[Note: This Covering letter should be on the letter head of bidder and should be signed by an authorized Signatory with Name and seal of the company]

Reference No:

Date:

Chief Financial Officer,
Punjab & Sind Bank,
Accounts & Audit Department
NBCC Office Complex, Block 3, 1st Floor,
East Kidwai Nagar, New Delhi – 110023

Dear Sir,

SUB: RFP for 'Appointment of Legal Counsel for raising Equity Capital through Qualified Institutional Placement'

Ref: Your RFP No PSB/RFP/ACC/LCs/01/2024 dated 19.07.2024

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer in Commercial Bid format of the subject RFP along with this covering letter.

We also confirm that we are agreeable to the payment schedule mentioned in the subject RFP.

Date:

Signature with seal

Name:

Designation:

Annexure-4
PRICE BID (Commercial Bid Format)

Chief Financial Officer,
Punjab & Sind Bank,
Accounts & Audit Department
NBCC Office Complex, Block 3, 1st Floor,
East Kidwai Nagar, New Delhi – 110023

Dear Sir,

SUB: RFP for “Appointment of Legal Counsel for Raising Equity Capital of the Bank through Qualified Institutions Placement
Ref: Your RFP No PSB/RFP/ACC/LCs/01/2024 dated 19.07.2024

We give below our consolidated rate with break up for the services to be rendered by us as per the scope of consultancy given in this RFP document.

Table 1: Format of Financial Bid for Domestic Legal Counsel and International Legal Counsel or the Bank	
Quotation Ref No	PSB/RFP/ACC/LCs/01/2024 dated 19.07.2024
Name of the Domestic Legal Counsel	
Contact Person	
Contact Number	
Email id	
Name of the International Legal Counsel	
Contact Person	
Contact Number	
Email id	
Single Quote for Domestic Legal Counsel (In INR)	
Fees for DLC excluding GST	
Single Quote for International Legal Counsel* (In USD)	
Fees for ILC excluding GST	

* for the purpose of calculating L1, L2... and so on US\$ would be converted in INR at the Bank's Notional Rate of US\$ for the Month of August '24 and total bid will be arrived at by adding quote for Domestic and quote for International (after conversion) in the above table]

We undertake to deliver all the deliverables as per the RFP document.

Place:

Date:

Seal and signature of the Legal Counsel Applicant/company

Annexure-5
NON-DISCLOSURE AGREEMENT
(On Non-Judicial Stamp Paper of Rs.100)

This Agreement is made and entered into at _____, this ___ day of _____, 20___ at New Delhi

BETWEEN

Punjab & Sind Bank, a Body corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1980 having its Head Office at Bank House, 21 Rajendra Place, New Delhi – 110008 and Corporate Office at Punjab & Sind Bank, Accounts & Audit Department, NBCC Office Complex, Block 3, 1st Floor, East Kidwai Nagar, New Delhi – 110023 (hereinafter referred to as “Punjab & Sind Bank” or “Disclosing party” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the ONE PART

AND

M/s/Mr./Ms.S/O,
D/O, W/O.....Age.....
residing at (Full Address)
..... hereinafter referred to as “Receiving Party” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the OTHER PART.

Punjab & Sind Bank and Mr./Ms. are hereinafter collectively referred to as “the Parties” and individually as “the Party”.

WHEREAS:

(a) Sh. Asha Ram Sihag and Sh Aditya Prakash Mishra have been appointed as the Independent External Monitors.

(b) Punjab & Sind Bank intend to engage/has engaged the Receiving Party to act as Independent External Monitor (IEM) to review independently and objectively, whether and to what extent parties have complied with their obligations under the Integrity Pact for Public Procurement Process undertaken/to be undertaken by Punjab & Sind Bank. It is anticipated that the disclosing party may disclose or deliver to the other part certain or some of its confidential or proprietary information, for the purpose of enabling the other party to undertake the assignment of legal due diligence of Banks (hereinafter referred to as “the Purpose”).

NOW, THEREFORE, THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Confidential Information:** For purposes of this Agreement, “Confidential Information” means all information disclosed/ furnished by either of the Parties to another Party in connection with the Public Procurement Process, business transacted/to be transacted between the Parties. Confidential Information shall include any copy, abstract, extract, sample, note or module thereof and all other information which may be disclosed by one party or to which the other party may be provided access by the disclosing party or others in accordance with this Agreement or which is generated as a result of incidental to or in connection with the business purposes which is not generally available to the public.

The Receiving Party may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are similar to and no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party’s Confidential Information in violation of the terms of this Agreement.
3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential

Information or other matter of this Agreement, without the prior written approval of the other.

- 4. Term:** This Agreement shall be effective from the date hereof and shall continue for a period of 1 year or till the expiration or termination of this agreement as per the letter of engagement. However the confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and/or delete or make reasonably inaccessible all electronic copies thereof.

Notwithstanding termination/expiry of this Agreement, the obligations of the Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable all the time.

- 5. Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in any such disclosed Confidential Information. No license under any trademark, patent or copyright, or application for same, which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
- 6. Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief hereunder.
- 7. Entire Agreement, Amendment, Assignment:** This Agreement together with the Services Agreement signed by Parties datedconstitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable. This Agreement shall be subject to the letter of Engagement dated __. __ . 2024.

8. Governing Law, Jurisdiction & Dispute Resolution: The provisions of this Agreement shall be governed by the laws of India and the competent court at Delhi shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

Disputes, if any, arising out of this Agreement remaining unresolved by mutual discussions shall be referred to Arbitration as per the process provided in the Service Level Agreement executed by & between the parties.

9. General: The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons. Notwithstanding anything to the contrary contained in this Agreement, Punjab & Sind Bank acknowledges that the work done by Mr./Msfor Punjab & Sind Bank, under the Service Agreement, will be based upon an assumption that the information provided to it is complete and accurate.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of
Punjab & Sind Bank

(Authorised Signatory)

For and on behalf of _____

(Authorised Signatory)

- The selected bidder(s) would be required to sign the Non-Disclosure Agreement with the Bank as per Annexure-5, failure of which would make their appointment null and void.
- The cut-off date for determining the eligibility is 31.03.2024.

Annexure -6
COMPLIANCE STATEMENT

SUB: RFP for “Appointment of Legal Counsel for raising Equity Capital through Qualified Institutional Placement”

Ref: RFP Ref. No. PSB/RFP/ACC/LCs/01/2024 dated 19.07.2024

1. Having examined Request for Bid including all response templates, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the end to end service for the Bank in conformity with the said RFP and in accordance with our bid and the schedule of Prices indicated in the Commercial Bid and made part of this bid.
2. If our Bid is accepted, we undertake to carry out the assignment as per laid down parameters.
3. We confirm that this offer is valid for 1 year from the date of agreement.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract upon us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988” as amended from time to time.
6. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
7. We have not been barred / black listed by any regulatory / statutory authority and we have required approval to be appointed as a Legal Counsel to provide the service to Bank.
8. We shall observe confidentiality of all the information passed on to us in course of the Biding process and shall not use the information for any other purpose than the current Bid.
9. We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this Offer in case the Bank is of the opinion that the required information is not provided or is provided in different format.
10. The Bidder represents and warrants that all necessary approvals, permissions and authorizations have been obtained to submit this response to the RFP.

Place:

Date:

Signature with Seal:

Name:

Designation:

Annexure –7
Undertaking Letter pertaining to Taxes and TDS

We understand that Bank shall be placing Order to the Selected Bidder inclusive of all out of pocket expenses, taxes & levies etc.

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

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

Date:

Signature with Seal:

Name:

Designation:

Annexure – 8
Undertaking Letter regarding Validity of Documents and Information

In respect of the bid submitted by us in response to the RFP No PSB/RFP/ACC/LCs/01/2024 floated by Punjab & Sind Bank for appointment of Legal Counsel for raising Equity Capital through Qualified Institutional Placement, we hereby undertake that all documents and information provided by us in the bid are valid for at least 1 year from the date of agreement.

Date:

Signature with Seal

Name:

Designation:

Annexure – 9
Format for sending pre-bid queries

SI No	Page No of RFP	Clause No	Original RFP Clause	Bidder's Query

Annexure – 10
Checklist

SI No.	DETAILS	YES/NO
1.	Bid Covering letter as per Annexure 1	
2.	Non-Disclosure agreement as per Annexure-5	
3.	Application Money (DD)	
4.	Earnest Money Deposit (DD / Bank Guarantee)	
5.	A Corporate brochure of the Bidder	
6.	Copy of Article and Memorandum of Association / Partnership deed or Proprietorship deed, if any. In case of Article/Memorandum of Association, the Scope of Consultancy must indicate Legal Counsel services as business of the Applicant/company.	
7.	In case of any change in the Bidder's status due to Merger or Acquisition etc., Kindly provide the documents to support the statutory positions of the Bidder.	
8.	Certificate of incorporation	
9.	Copy of GST Registration (if available), latest Income Tax Return / PAN Card	
10.	Proof of major Legal Counsel services provided.	
11.	Duly filled in Annexure 2,3,4,5,6,7,8,11,13,14	
12.	A letter of undertaking on Bidder's letter head as per Annexure 12 signed by authorized signatory	
13.	Documentary proof for Eligibility with declaration as called for in Clause No.2	
14.	Enclosure 1, Enclosure 2 & Enclosure 3 as per Clause 6	
15.	Commercial Bid Envelope including quote for Bank (DLC + ILC)	

Legal Counsels Applicant firm /company to verify the checkpoints and ensure accuracy of the same before submission of the bid.

Date:

Signature with Seal:

Name:

Designation:

Annexure-11

Format for declaration

(The following Declaration has to be submitted by the Legal Counsel along with Technical Bid. The original declaration to be executed on Non-Judicial Stamp Paper of Rs.100/-)

NAME OF THE ASSIGNMENT: Appointment as Legal Counsels for handling QIP of Punjab & Sind Bank in terms of Your RFP NO. PSB/RFP/ACC/LCs/01/2024 dated 19.07.2024

Declaration

- i) We... (Name of Legal Counsels) hereby declare that I/We have made myself / ourselves thoroughly conversant regarding the QIP of Punjab & Sind Bank to be opened for subscription during _____ 2024-25 or any other date as may be decided, Structure of QIP, Scope of assignment, Etc.
- ii) My / Our quotation is in total conformity with the Tender stipulation and I/We do not have any additional technical or commercial conditions.
- iii) We... (Name of Legal Counsels) undertake not to form any Cartels which may curtail the competition and hinder transparency of the entire process.
- iv) We... (Name of Legal Counsels) accept all your terms and conditions mentioned in this RFP document.
- v) We... (Name of Legal Counsels) confirm that the details furnished by us in the tender documents in response to RFP are true and complete and are as per the Original documents.
- vi) We... (Name of Legal Counsels) undertake to produce the Original documents for verification / Records before appointment in case short-listed.
- vii) We... (Name of Legal Counsels) hereby declare that we have complied with / agrees to comply with all the statutory formalities / guidelines / regulations / circulars/code of conduct/obligations and responsibilities etc., issued by the Securities and Exchange Board of India (hereinafter referred to as "the Board"), SEBI (Issue of Capital and Disclosure requirements) Regulations 2018 and Companies Act 2013, read with relevant Rules and other relevant statutory provisions applicable to this QIP.
- viii) We... (Name of Legal Counsels) understand that nothing in this Agreement shall exempt the Bidder, its functionaries or other intermediaries associated with the issue from responsibilities/ obligations to be complied with in connection with the existing Acts/ Laws etc. or as may be placed on them at future date by any Law/ Acts/ Rules/ Regulations/ Guidelines/ Directives/ Instructions by any competent authorities with the due sanction of Government and/or statutory body from time to time.
- x) We... (Name of Legal Counsel) solemnly undertake and declare that:

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

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

c. Under no circumstances (Name of Legal Counsel) would give or withhold any information or statement or document that is likely to mislead Punjab & Sind Bank.

d. (Name of Legal Counsel) accept full responsibility for consequences, if any, for making a false statement, providing misleading information or withholding, concealing material facts which have a bearing on the issue.

xii) Consequence of Breach:

..... (Name of Legal Counsel) Indemnifies and holds harmless, Punjab & Sind Bank and its officers from any claims, actions, proceedings, demands, liabilities, penalties, damages, judgments, losses and cost including fees and expenses arising out of or in connection with or in relation to the services rendered by the Legal Counsel under this Agreement and shall reimburse Punjab & Sind Bank in connection with any litigation arising out of, in relation to the Issue of QIP, which may arise due to the negligence, mis-statement, ignorance, breach of terms of this Agreement by the Legal Counsel.

Witness:

For Legal Counsel

Signature:

Name:

Authorised Signatory

Date:

(Name, Designation and Seal)

Place:

Annexure-12

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

Chief Financial Officer
Punjab & Sind Bank,
Accounts & Audit Department
NBCC Office Complex, Block 3, 1st Floor,
East Kidwai Nagar, New Delhi – 110023

Sir,

We, M/s ----- are a private/public limited company/LLP/Applicant <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country.”
2. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

Further In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on

subcontracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this.....by20

Yours faithfully,

Authorized Signatory Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2.
3.

Annexure 13

AUTHORIZATION LETTER FORMAT

(To be presented by the authorized person at the time of Technical / Price Bid Opening on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Firm / Company)

Ref No.

Date

To,
The Chief Financial Officer,
Punjab & Sind Bank,
Accounts & Audit Department
NBCC Office Complex, Block 3, 1st Floor,
East Kidwai Nagar, New Delhi – 110023

Dear Sir,

Sub: Request for Proposal - Selection of Legal Counsel(s) for raising Equity Capital through Qualified Institutions Placement (QIP)

Ref no.: RFP No. PSB/RFP/ACC/LCs/01/2024 dated 19.07.2024

This has reference to your above RFP.

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on _____ on behalf of our organisation.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of
Authorizing Authority:

Annexure 14

TEAM COMPOSITION

SI No	Name of the Team member	Age	Qualifications	Designations	No. of Issues handled (IPO/QIP/FPO)	Proposed role in the team	How the firm thinks that the team member is suitable for the assignment
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Note: Please also provide Experience Details of Persons who will be the Core Team for the proposed assignment including CVs of all Key Professionals who would be entrusted with this assignment (if awarded by the Bank) and an undertaking regarding their availability for the duration specified in the RFP. Bidders may furnish additional details, if any. The Bank shall reserve the right to seek the change of resource personnel in case of need.

Date:

Signature with seal

Name:

Designation:

Annexure – 15
FORMAT OF PERFORMANCE BANK GUARANTEE

Tender Reference No: **PSB/RFP/ACC/LCs/01/2024 dated 19.07.2024**

The Chief Financial Officer
HO Accounts & Audit Department
Punjab & Sind Bank,
NBCC Office Complex,
1st floor, Block-3,
East Kidwai Nagar,
New Delhi-110 023

Dear Sir,

1. WHEREAS pursuant to a Request for Proposal dated (hereinafter referred to as RFP, issued by Punjab & Sind Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 having its registered office at Bank House, 21 Rajendra Place, New Delhi – 110008 and Corporate Office at NBCC Office Complex, Block 3, East Kidwai Nagar, New Delhi – 110023 has appointed _____ as Consultant for Selection of Legal Counsel(s) for Qualified Institutions Placement (QIP) in Punjab & Sind Bank vide Appointment letter No.....dated.....on the terms and conditions as set out inter-alia in the said RFP and in the Agreement executed between the Bank and the Consultant dated _____.

2. WHEREAS you have in terms of the said RFP/Agreement called upon (Vendor / Consultant to furnish a Performance Guarantee, for Rs._____ (Rupees _____ only), to be issued by a Bank in your favour towards due performance of the Contract in accordance with the specifications, terms and conditions of the said RFP/Agreement entered/to be entered into in this behalf.

3. WHEREAS (Vendor / Consultant) has approached us for issuing in your favour a performance Guarantee for the sum of Rs._____ (Rupees _____ only).

NOW THEREFORE in consideration of you having awarded the Contract to _____ inter-alia on the terms & conditions that provides a performance guarantee for due performance of the terms and conditions thereof. We, _____ Bank, _____ a body corporate constituted under _____ having its Head office at _____ (give full address) and a branch inter-alia at _____

_____ India at the request of _____ do hereby expressly, irrevocably and unconditionally undertake to pay merely on demand from you and without any demur without referring to any other source, Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of _____ of any of the terms and conditions of the Contract and in the event of _____ committing any default or defaults in carrying out any of the work or discharging any obligation under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto including non-execution of the Agreement as may be claimed by you on account of breach on the part of _____ of their obligations or default in terms of the said RFP/Agreement.

4. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the _____ has committed any such breach / default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish its claim or claims under this Guarantee, but will pay the same forthwith on demand without any protest or demur. Any such demand made by you shall be conclusive as regards the amount due and payable by us to you.

5. This Guarantee shall be valid up to _____ plus 45 days of the Claim period from the expiry of said guarantee period. Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

6. You will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the said appointment letter or the Contract to be made pursuant thereto or extend the time of performance of the Contract or to postpone for any time or from time to time any of your rights or powers against the _____ and either to enforce or forbear to enforce any of the terms and conditions of the said appointment letter or the Contract and we shall not be released from our liability under Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to or any other forbearance, act or omission on your part or any indulgence by you or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _____ (Rupees _____ only) as aforesaid or extend the period of

the guarantee beyond _____ (Date) unless expressly agreed to by us in writing.

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

8. Subject to the maximum limit of our liability as aforesaid, this Guarantee will cover all your claim or claims against _____ from time to time arising out of or in relation to the said appointment letter / Contract and in respect of which your claim in writing is lodged on us before expiry of Guarantee.

9. Any Notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, e-mail or registered post to our Head Office / Local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

10. This Guarantee shall not be affected by any change in the constitution of _____ or nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

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

12. We further agree and undertake to pay you the amount demanded in writing irrespective of any dispute or controversy between you and _____ in any suit or proceeding pending before any court, Tribunal or Arbitrator relating thereto, our liability under these presents being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment hereunder and _____ shall have no claim against us for making such payment.

13. We have the power to issue this Bank Guarantee in your Bank's favour as the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.

14. Our authority to issue this guarantee may be verified with our Controlling Office situated at _____ (full details of persons to be contacted address and Phone Numbers, email ids etc).

15. Notwithstanding anything contained herein above:

i. Our liability under this Guarantee shall not exceed Rs. _____ (Rupees _____ only)

ii. This Guarantee shall be valid and remain in force up to _____ plus the Claim period of 45 days and including the date _____ and

iii. We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand for payment on or before the expiry of this Guarantee.

Dated this the _____ day of _____ 2024.

**Signature and Seal of Guarantors
Consultant's Bank**