



REQUEST FOR PROPOSAL

Engagement of Tier 1 Law firm on Bank's panel on Retainership basis for a period of Three (3) year

RFP Ref. No. PSB/RFP/L&R/01/2024-25
GEM/2025/B/5978576

Date of Issue:
20.02.2025

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

Phone: 011-40175195;

Website: <https://punjabandsindbank.co.in/>
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(Non Refundable Fee of Rs. 5,900/- only, including Goods & Service Tax)

This document is meant for the exclusive purpose of Bidding as per the Specifications, Terms, Conditions and Scope indicated, shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued. The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned to the bidders.

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.

RFP for Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis

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 (<https://eprocure.gov.in/>) & 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.

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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.	PSB	Public Sector Bank
7.	GST	Goods and Services Tax
8.	INR	Indian Rupees
9.	SLA	Service Level Agreement
10.	L&R	Law & Recovery Department

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KEY INFORMATION OF RFP

1.	RFP No. and Date	RFP Ref. No. PSB/RFP/L&R/01/2024-25 dated 20.02.2025 (GEM/2025/B/5978576)
2.	Brief Description of the RFP	Engagement of Tier 1 Law firms on Bank's panel on Retainership basis for a period of three (3) year
3.	Bank's Address for Communication	The Deputy General Manager, Punjab & Sind Bank, Law & Recovery Department 1 st Floor, Block-3, NBCC Tower East Kidwai Nagar, New Delhi – 110023 Tel – 011 – 40175195 Email: ho.l&r@psb.co.in
4.	Type of Bid	Law firm Services through GeM Portal
5.	Consortium	Not Allowed
6.	Contact Persons for any clarification	1. Manish Jha, Chief Manager (Law) Mobile: 9830194674 2. Mohit Saxena, Sr. Manager (Law) Mobile: 7837671366 3. Ranjan Kohli, Sr. Manager (Law) Mobile: 7800354000

KEY DATES

7.	Date of Publishing of RFP through GeM Portal	20.02.2025
8.	Websites for downloading Tender Document, Corrigendum, etc.	https://gem.gov.in
9.	Last Date and time for Submission of Pre-Bid Queries	05.03.2025 by 05.00 pm
10.	Date for issuing clarifications to Bid queries by the Bank	10.03.2025
11.	Last Date and Time of Submission of Bids.	18.03.2025 by 03.00 pm
12.	Bid Validity Period	90 days from last date of Bid Submission.
13.	Date and time opening of Eligibility cum Technical Bid	18.03.2025 by 03.30 pm
14.	Date of opening of Commercial Bid	Will be notified after opening of Technical Bid
15.	Application Fees (Non- Refundable)	Rs. 5,000/- plus 18% GST in the form of Demand Draft in favour of Punjab & Sind Bank, payable at New Delhi (Non-refundable).
16.	Earnest Money Deposit/ (Refundable on completion of Bids)	Rs.50,000/- (Rs. Fifty Thousand Only) by way of Performance Bank Guarantee

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1. INTRODUCTION

1.1. About Punjab & Sind Bank:

Punjab & Sind Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1980, having its head office at 21, Rajendra Place, New Delhi – 110008 & Corporate Office at Block-3, NBCC Tower, East Kidwai Nagar, New Delhi, 110023 (hereinafter referred to as the “P&SB/Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this proposal document, hereinafter called RFP, to Tier-1 Law Firms hereafter called as “Bidders or Organisations or Applicants or Firms” to participate in the RFP process for “Engagement on Bank’s panel on Retainership basis for a period of three (3) year.”

Punjab & Sind Bank is a leading Public Sector Bank of the country with Head Office & Corporate Office at New Delhi. It has Zonal Offices & branches pan India. The Banking environment has undergone a sea change in the last decade. Due to the varied & complex nature of activities ranging from financial, compliance, recovery, etc. undertaken by the Bank & the dynamic & evolving nature of statutory & regulatory guidelines applicable to it, Bank encounters various complex legal issues from time to time.

Some of the complex questions of law requires specialized professional acumen & expertise in the subject matter keeping in mind the jurisprudence developed by the courts, from time to time. Hence, in order to deal with the above situations and to prevent Bank from any financial or reputational implication, need is felt for engagement of a professional tier-1 law firm as Retainer Counsel for its Head office/Corporate Office in New Delhi for providing legal & advisory services on complex matters encountered by the Bank.

Notwithstanding the above, the Bank reserves its right to advertise for or engage the services of any other Law firm or Law firm at its sole discretion, as deemed fit.

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Punjab and Sind Bank (‘the Bank’) to Engage Tier 1 Law firms on Bank’s panel on Retainership basis for a period of three (3) year.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to appropriate documentation being agreed between the Bank and the eventual successful bidder.

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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 *Engagement of Tier 1 Law firms on Bank's panel on Retainership basis for a period of three (3) year for its Head Office/Corporate Office in New Delhi.*
- 1.2.2. "RFP" means this Request for Proposal prepared, floated, issued and uploaded by the Bank for Engagement of Tier 1 Law firms on Bank's panel on Retainership basis for a period of three (3) year for its Head Office/Corporate Office in New Delhi 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 Law Firms 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 Engage Tier 1 Law firms on Bank's panel on Retainership basis for a period of three (3) year for its Head Office/Corporate Office in New Delhi. 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 bids from eligible Tier 1 Law firms for Engagement on Bank's panel on Retainership basis for a period of three (3) year for its Head Office/Corporate Office in New Delhi.
- 1.3.3. The Bank wishes to invite bids through GeM customized bidding process. Selection will be made through the Quality and Cost Based Selection Method (QCBS) specified under [General Financial Rules, 2017 (GFR)].

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/firm and its subsidiary.
 - 1.4.2.2. Bid/Responses submitted by two or more partnership Applicant / company / LLPs having common partners

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1.4.2.3. 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.

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 Law firm, not limited to those selection criteria set out in this RFP document.

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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 Pre-Bid query replied 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 Tier-1 law firm with license to practice law and provide legal advice & related services in India, having expertise and experience in handling matters related to Civil, Criminal, Banking & recovery related Laws, Service matters etc. 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. The Applicant Law firm, its partners & team assigned should have minimum experience of at least 10 years in the Legal field.
- 2.3. Applicant Law Firm should have professional affiliation with at least two Nationalized Banks/Public Sector Undertakings/Private Banks.
- 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 Law firm for the issue in the past or is pending. An undertaking shall be submitted in this respect by the applicant.
- 2.5. The License of Partners of Law Firm has not been revoked/suspended and/or no disciplinary proceedings were ever initiated and/or pending against any of the Partners/Associates.
- 2.6. The applicant law firm or any of its partner 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.
- 2.7. Applicant should have an office in New Delhi with all requisite operational infrastructure, manpower and with experienced partners operating out of New Delhi.
- 2.8. 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 & evaluation matrix as given in the Clause No.2 & Clause 7.

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3. SCOPE & RESPONSIBILITIES OF ASSIGNMENT:

The Scope of Work & responsibility of the selected law firm shall be as under:

- a. Legal Opinion & Advice:** Providing legal opinions and advice on banking & financial transactions, regulatory matters, risk management and compliance issues.
- b. Loan Documentation and Recovery:** Drafting, reviewing and enforcing loan agreements, securities and other documents related to lending operations.
- c. Document Review & Drafting:** Reviewing and drafting various documents, such as loan agreements, security agreements, guarantees etc.
- d. Drafting of Criminal Complaints:** Related to the transactions of Bank's business.
- e. Carving out Strategy:** Regarding future course of action to be taken by the Bank on legal matter(s).
- f. Standardization of legal terms and conditions in RFP & Contract.**
- g. Conference with the Partner(s) of the firm relating to legal issues.**

Other Role & Responsibilities:

- i. The Law Firm shall assign one of its Partner as Single point of Contact for communication with the Bank. If the Partner assigned is changed by the Law Firm for any reason, then the same may be informed to the Bank within 7 days.
- ii. The Partner assigned in this regard shall be required to visit the Head Office/Corporate Office or any other Department of Head Office for discussion on legal issues as & when required by the Bank.
- iii. Any Legal Opinion/Advice/Strategy/Vetting shall be provided to the Bank through the Partner assigned in this regard.

The aforesaid work shall be limited to Forty Eight (48) assignments annually i.e. average Four (4) assignments per month. In case, the total assignment in a year goes beyond Forty Eight (48) assignments then the selected Law Firm shall be paid for such extra assignments, in proportion to the fees finalized in pursuant to this RFP. In case Bank utilizes less than Forty Eight (48) assignments in a year, the unutilized assignment(s) shall be carried forward to next year.

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

4. BID PROCESS

4.1. Bid Document & Process

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

This tender will follow e-Tendering guidelines of GeM portal under which the

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bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bid. Bidders will have to abide by terms and conditions of GeM portal for participating the bidding process.

Following activities will be conducted online through GeM:

- a. Publish of Tender
 - b. Purchase of RFP document
 - c. Pre-Bid Query & response thereof
 - d. Corrigendum/Addendums to the RFP (If required)
 - e. Submission of Technical Bid & Commercial Bid by the Bidder (through GeM & physically).
 - f. Opening of Technical Bid & Commercial Bid
 - g. Tender Evaluation
 - h. Announcement of results
 - i. Tender Award (If any)
- (i) Bidder requiring any clarification of the bidding document may notify as per GeM Guidelines and Procedure within the date/time mentioned in the RFP document.
- (ii) Notification of amendments will be made available on the GeM/Bank's website and will be binding on all bidders and no separate communication will be issued in this regard.
- (iii) In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for such reasonable period as decided by the Bank for submission of Bids.
- (iv) Bidders are requested to use a reliable internet connection (data cable / broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
- (v) The Bidders are required to have digital certificates well in advance to participate in e-Tendering to be conducted through GeM portal. Vendors will have to abide by e-Business rules framed by the Bank in consultation with GeM portal.
- (vi) Any amendments, modifications, Pre-Bid replies & any communication etc. shall be uploaded over Bank's Website and GeM Portal (i.e. <https://punjabandsindbank.co.in/module/tender-list> & <https://gem.gov.in/>) only. No individual communication will be sent to the individual bidder.
- (vii) In case of any contradiction in eligibility criteria, business rules, terms & conditions or any information published over GeM portal, the RFP and consecutive corrigendum/addendum document will prevail.

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4.2. Bid validity period

Bids shall remain valid for 90 (Ninety) days from the last date of Bid Submission. The Bank holds the rights to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence. In exceptional circumstances, The Bank may solicit the Bidder's consent for extension of the validity period. The request and response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall be suitably extended. A Bidder acceding to the request will neither be required nor be permitted to modify its bid. A Bidder may refuse the request & redeem his bid security. In any case the bid security of the Bidders will be returned after completion of the process.

4.3. Application Money

The Bidder shall pay, along with responses, an Application Money of Rs. 5,000/- (Rupees Five 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. The application money is non-refundable.

4.4. Earnest Money Deposit (EMD):

4.4.1. The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) in the form of Bank Guarantee/ from any Scheduled Commercial Bank, drawn in favour of "Punjab & Sind Bank" for an amount of Rs.50,000/- (Indian Rupees Fifty Thousand only) payable at New Delhi. EMD should be valid for the minimum period of 3 months from the date of opening of the bid with additional claim period of 45 days. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Annexure-13. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.

4.4.2. For the appointed Law Firm, the EMD shall remain with Bank till the signing of contract as per the terms of the RFP. Unsuccessful bidder's Earnest Money Deposit will be discharged / returned without interest at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

4.4.3. No interest shall be payable on EMD.

4.4.4. 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

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as stated in Clause 7 of this RFP. Submission of EMD in other than Eligible cum Technical Bid Envelope is liable to be rejected on the grounds of non-submission of EMD.

- 4.4.5. 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.
- 4.4.6. The Earnest Money Deposit shall be forfeited if a bidder withdraws the bid during the bid validity period specified in this document.
- 4.4.7. Any decision in this regard by the Bank shall be final, conclusive and binding on the firm/company.
- 4.4.8. The EMD may be forfeited/ Bank Guarantee may be invoked:
 - If the bidder withdraws/amends the bid during the period of bid validity (90 days from the date of opening of bid).
 - If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information;
 - The bidder violates any of the provisions of the terms and conditions of this tender specification.
 - In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of Punjab & Sind Bank.

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-20
- 4.5.2. All communications regarding this RFP requiring clarifications and any doubts shall be sent through GeM Portal or at ho.l&r@psb.co.in on 05.03.2025 before 5.00 pm. No oral or individual consultation shall be entertained.

4.6. Pre-Bid Queries

The Bank will consolidate all the queries during the pre-bid period and the replies for the queries shall be made available to the bidders through Gem Portal or 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.

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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/>), Government portal www.eprocure.gov.in and GeM Portal. The amendment 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 Law Firm 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 Dates'. 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 Dates' at the beginning 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: Law Firm can depute their authorized representative (only one) to attend the bid opening process. No separate intimation will be given in this regard to the Law Firm. 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.

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- 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 opt for 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

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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 services rendered by the selected bidder are found to be unsatisfactory.

5. Submission of Proposal

Proposals are required to be submitted mandatorily on GeM Portal & physically at given address of the Bank as under:

- 5.1. Envelope 1 (sealed) super scribed as “Eligibility cum Technical Bid for Engagement as Tier 1 Law firms on Bank's panel on Retainership basis for a period of three (3) year” and should contain following:
 - 5.1.1. Brief profile of Applicant
 - 5.1.2. Detailed description of how the functional and technical requirements outlined in this RFP are fulfilled.
 - 5.1.3. Bidder should provide a comprehensive approach, methodology and the proposed legal manpower resources meeting all the functional and technical requirements of this RFP.
 - 5.1.4. Duly signed undertakings in Applicant's letter head as per Clause no. 2. “Eligibility Criteria cum Undertaking/s”
 - 5.1.5. Duly Signed Pre-contract integrity pact in stamp paper of Rs.100/- as per Annexure-2
 - 5.1.6. Duly signed documents as per the Checklist mentioned as Annexure-10
- 5.2. Envelope 2 (sealed) super scribed as “Financial Bid for Engagement as Tier 1 Law firms on Bank's panel on Retainership basis for a period of three (3) year” 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. 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 and will be payable on monthly basis.
 - 5.3.1. The Bidders will be liable to pay the taxes as applicable as per law except GST.

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5.3.2. However, in case the Bank calls off the transaction at any stage fees will be payable to the appointed Legal firm based on Financial Bids in proportion to the services rendered.

However, no fees will be paid for the remaining period if the appointed Law Firm withdraws midway or denies to provide the services in accordance with the scope of this RFP.

6. Requirements of Financial Bid (Enclosures)

- 6.1. Authority letter authorizing the person, who will be treated as the authorized signatory of the Law Firm to sign the proposal and other documents (Enclosure 1);
- 6.2. Letter of consent signed by the authorized signatory expressing interest to participate in the Law Firm selection process of the Bank as per Annexure 1 and the letter should contain full contact details of the Law Firm including name of the Authorized signatory, his/her designation, contact number, e-mail id (Enclosure 2);
- 6.3. The fee quoted should be unconditional & on monthly basis.
- 6.4. The Bidders are requested to submit the financial bid in the format provided in Annexure IV.
- 6.5. Bid complete in all respects has to be submitted through GeM portal & in person/post/courier to Deputy General Manager, Punjab & Sind Bank, Law & Recovery Department, 1st Floor, Block-3, NBCC Tower, East Kidwai Nagar, New Delhi - 110023, on Bank's working days from 10.00 am to 3.00 pm on or before 18.03.2025. Bids received after due date & time shall not be entertained.
- 6.6. 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, may modify this RFP, by amendment. All prospective firm 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 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.
- 6.7. Any bid received by the Bank after the deadline for submission of bids shall be rejected outright.
- 6.8. 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.
- 6.9. 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

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deposited after the said date and time shall not be considered. No offer will be accepted directly.

- 6.10. 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.
- 6.11. Any bid received after the appointed date and time will not be entertained. The Bank will not be responsible for any postal/courier delay.
- 6.12. The Bank reserves the sole right to accept or reject any or all proposals thus received without assigning reason thereof.
- 6.13. The bid opening will be on 18.03.2025 at 3.30 pm through GeM portal & at Punjab & Sind Bank, Law & Recovery Department, 1st Floor, Block-3, NBCC Tower, East Kidwai Nagar, New Delhi - 110023. One authorized person from each bidder will be allowed to attend the bid opening process in person. The Bids shall be opened simultaneously in person & through GeM portal to ensure transparency.

7. Evaluation of Eligibility cum Technical Bids and Financial Bid

7.1. Bank will first evaluate the Eligibility cum Technical Bids with all the enclosures/annexures submitted in Envelope 1 as mentioned in Clause 7 & as per Annexure -10 (Checklist).

7.2. Tender Evaluation Committee

(a) The Tender Evaluation Committee constituted by the Bank shall evaluate the Bids received on the GeM Portal & physically.

(b) The decision of the Tender Evaluation Committee in the evaluation of the Technical (including Pre-Qualification) and Financial bids shall be final. The Tender Evaluation Committee may seek presentation from the Bidder for eligibility evaluation.

Technical Bid evaluation is to ensure that the proposed solution by the Bidder meets the functional/eligibility requirements as outlined in the RFP Document. No correspondence will be entertained in this regard. Tender Evaluation Committee will evaluate the bids. It is the Tender Evaluation Committee's intent to select the bid that is most responsive to the services and each bid will be evaluated using the criteria and process outlined in this section.

(c) To qualify the Technical Bid Evaluation, the Bidder must conform to all the requirements stated in the RFP document and score at least 80% in technical evaluation criteria as mentioned in Annexure B.

(d) Financial bids of only those Bidders who qualify the technical bid evaluation will be opened. Actual final selection would be based on Quality and Cost Based Selection Method (QCBS Method) as stipulated in the GFR Rules in the following manner: "relative weightage of technical bid to financial bid will be in the ratio of

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80:20 and the proposals with the highest weighted combined score (technical bid and financial bid) shall be selected”.

(e) The Bidders shall receive a financial bid score based on percentile scoring on the basis of their quoted price from lowest to highest.

(f) The final combined bid score ('CBS') of each Bidder shall be calculated by assigning a relative weightage to the technical bid score and the financial bid score of 80:20, and combining these in the aforesaid ratios.

ii. Pre-qualification Evaluation

(a) The Bidders must have furnished a self-justified summary of pre-qualification eligibility along with the necessary documents for each of the items given for which the bid is submitted as per Eligibility Criteria provided in Clause 2. Relevant portions in the documents should be highlighted. If a bid is not accompanied by all the necessary documents, it will be summarily rejected. The Bidders should avoid duplication of the documents.

(b) A bid that does not fulfil all the stipulated eligibility conditions/criteria will not be considered further for evaluation of technical norms of technical bid.

iii. Technical Bid Evaluation

(a) Tender Evaluation Committee constituted by the Bank will carry out a detailed evaluation of bids to the RFP and all supporting documents/evidence. Technical Bids received will be evaluated to determine whether they are substantially responsive to the requirements set forth in the Request for Proposal. In order to reach such a determination, Tender Evaluation Committee will examine the information supplied by the Bidders and shall evaluate the same as per the evaluation criteria specified below: TECHNICAL EVALUATION CRITERIA of this RFP also as detailed below:

Sr. No.	Criteria/Sub Criteria	Max. Score	Documents Required
1	Average Annual turnover in the last three (3) preceding financial years i. Rs. 10 Crores -50 Crores -10 marks. ii. Rs. 50 Crores and more- 20 marks (FY 21-22, 22-23, 23-24)	20	CA Certificate indicating average annual turnover details (or) Audited Balance Sheet and Profit and Loss Account of last three years.

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2.	Experience in i. Drafting/Vetting of Security Documents, rendering Legal Opinion etc. to Banks/FIs. If 10 to 20 Years- 10 Marks If 20 years & above – 20 Marks	20	Self-certified copies with supporting documents as evidence. .
3.	Classification as Tier-1 Law firm: If since 5 years to 10 Years- 10 Marks If since 10 years & above – 20 Marks	20	Self-certified copies with supporting documents as evidence.
4.	No. of Senior Designated Partner in the Banking & Finance team of the Law Firm Upto 2: 10 Marks More than 2: 20 Marks	20	Self-certified copies with supporting documents as evidence
5.	No. of Banks/FIs/PSU in which empanelled/Retainer: Upto 2- 10 Marks More than 2: 20 Marks	20	Empanelment/Retainership letter issued by concerned Bank/FI/PSU.
	TOTAL	100	

In the event of inability to submit requisite supporting documents / evidence, bid shall be completely rejected.

(b) The technical evaluation of Bids will be carried out to ensure technical and functional compliance with requirements mentioned in the RFP. For all technically qualified Bidders the financial bids will be opened for further evaluation.

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(c) Bank will evaluate the bid based upon its clarity and the directness of its response to the requirements of the services as outlined in this RFP.

(d) Bank reserves the right to ask for more information in terms of client name, experience or deliverables and the Bidder is required to provide details about the information enquired.

(e) The Tender Evaluation Committee reserves the right to reject any or all proposals or seek amends on the basis of any deviations.

(f) The Technical Proposal will be evaluated on the basis of the criteria mentioned above. A Bidder scoring eighty (80) marks or more will be declared as technically qualified Bidder.

iv. Financial Bid Evaluation

(a) Financial bids of only the technically qualified Bidders shall be opened by Tender Evaluation Committee. The Financial bid evaluation will take into account the information supplied by the Bidders in the Financial Bids, and the Bidder shall be engaged as per QCBS method as described in this RFP.

(b) The Bidders (found eligible in Technical & Financial Bid evaluation) shall be ranked on the basis of their Technical & Financial score i.e. 80:20 ratio through QCBS calculation method which will be final and binding on all parties.

(c) The Bidder who is getting highest rank in the QCBS method shall be declared as 'Successful Bidder'.

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 final ranking of the Law firms will be done as per the financial bids received for each category separately. The lowest bidder will be awarded rank 1 and called as L1. All other bidders will be awarded rank (2, 3...) and name (L2, L3...) as per the bids received in the order of increasing quote for each category separately.

7.5. In case of more than one bidder obtained lowest Score (L1) the selection shall be based on the basis higher technical score. In case of equal technical score, law firm having association as retainer with more Banks/PSU will be considered.

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7.6. The commercial bids will be valid for 90 days 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 Law Firm by the Bank is strictly confidential. If at any stage of selection, any Law firm 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 Law Firm & its Partners & concerned employees, besides summarily rejecting the candidature of the said Law Firm, 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, 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 Law Firm shall make representation to the Bank and the decision of the Bank on any or all the points raised by the Law firm shall be final and binding on the Law firm.

8. Confidentiality

The information subsequently provided to Bidder(s) whether verbally or in writing by or on behalf of Banks 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 Law Firm shall indicate the authorized officials who can discuss and correspond with the Bank, with regard to the obligations under the contract. The Law Firm 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.

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- 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 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 Law Firm on monthly basis.

9.5.2. However, in case the Bank calls off the Agreement or engagement of Law Firm at any stage or the Law firm discontinues the services fees will be payable to the appointed Law Firm based on the months for which services were rendered.

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 7 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 & Law firm) and intimated in writing to each other.

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9.9. Contract Period

The contract and the appointment with L1 bidders shall be for a period of three (3) years from the date of agreement subject to annual review, as per satisfaction of the bank.

9.10. 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.

9.11. Cancellation of Contract and Compensation

9.11.1. 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 commits a breach of any of the terms and conditions of the bid/ contract.
- The firm 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.

9.11.2. 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.

9.11.3. 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.

9.11.4. 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. Applicable Law and Jurisdiction of Court

The Contract with the selected Law firm 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).

9.13. 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

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extended as detailed in the RFP and as may be prescribed by the Bank regarding deliverables and (b) Nondisclosure Agreement (NDA). The firm/company should execute the SLA and NDA after acceptance of appointment/engagement within seven (7) days in writing.

9.14. 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 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 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.

9.15. Publicity

Any publicity 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.

9.16. Force Majeure

9.16.1. 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.

9.16.2. 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.

9.16.3. 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

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- can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 9.16.4. 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.
- 9.16.5. Notwithstanding above, the decision of the Bank to continue or cancel the contract shall be final and binding on the firm.

9.17. 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 Parties, All disputes relating/arising out of this Agreement then shall be dealt with before the court of competent jurisdiction at Delhi. The parties and the agreement shall be governed by the laws of India.

9.18. Responsibility of Bidder

- 9.18.1. 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.
- 9.18.2. All submissions, including any accompanying documents, will become the property of the Bank. The bidder 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.
- 9.18.3. Bidders 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 all the replies to the queries in the website.

9.19. Disqualification

- 9.19.1. 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

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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 of 15 days, stating why its engagement should not be terminated would be issued giving it an opportunity to explain its position.

9.19.2. Further, during the tenure of engagement of the Law Firm, in case BANK at any time considers that the services of Law Firm 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 Law Firm without assigning any reason for the same by giving notice of 15 days in this regard.

9.20. Bank's Discretion

9.20.1. The Bank may at its sole discretion select and engage such number of Law Firms as it deem fit with requisite experience.

9.20.2. The Bank shall be under no obligation to act upon the advice rendered by the Law Firm for the engagement of other intermediaries.

10. VICARIOUS LIABILITY

10.1. The selected Law Firms shall be the principal employer of the employees, agents, contractors, subcontractors, etc., engaged by the firm 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 Law firm for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the selected Law firm shall be paid by the selected Law firm 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 Law firm's employees, agents, contractors, subcontractors etc. The selected Law firm 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.

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10.2. The selected Law firm 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

Law firm 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. Debal kumar Gayen, Email: gayen.dk@gmail.com
2. Sh. Pramod Kumar Garg, Email: pkgarg.1957@gmail.com

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

12. Miscellaneous

- 12.1. 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;
- 12.2. 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.
- 12.3. 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.

13. Indemnity:

- 13.1. The Selected Law firm 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: Any contravention or Non-compliance with any applicable laws,

RFP for Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis

regulations, rules, statutory or legal requirements by the Law firm/Law firm and its employees and agents

- 13.2. Further, the Law firm/Law firm 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.
- 13.3. All indemnities shall survive notwithstanding expiry or termination of the contract and Law firm/Law firm and its employees and agents shall continue to be liable under the indemnities.

14. LIMITATION OF LIABILITY

- 14.1. The Law firm 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.
- 14.2. Law firm liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Law firm/Law firm 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.

RFP for Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis

ANNEXURE -1
Bid Covering letter format

Reference No:

Date:

The Deputy General Manager (L&R),
Punjab & Sind Bank,
HO Law & Recovery Department
1st Floor, Block-3, NBCC Tower
East Kidwai Nagar,
New Delhi – 110023

Dear Sir,

SUB: RFP for “Engagement of Tier 1 Law firm on Bank’s panel on Retainership Basis for a period of three (3) year”

Ref: RFP Ref. No. PSB/RFP/L&R/01/2024-25

Having examined the RFP document including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Law firm Services on Retainership basis 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 qualified as per the Eligible cum Technical bid, we are ready to provide the Legal services as Law firm on retainership basis,

Further, if our offer is accepted as per financial bid, we are ready to provide the Legal services for a period of three (3) year from the date of agreement.

We enclose herewith Bank Guarantee for an amount for Rs.50,000/- (Rupees Fifty Thousand only) in favour of Punjab & Sind Bank as EMD.

We enclose & submit an application money for Rs.5,900/- (Five Thousand Nine Hundred Only including GST) in the form of Demand Draft in favour of Punjab & Sind Bank, payable at New Delhi (Non-refundable).

We agree to abide by this offer till one 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, 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

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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 Work 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 Applicant/company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the Merchant Banking services. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

Place:
Date:

Signature with Seal
Name:
Designation:

RFP for Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis

ANNEXURE-2
Pre-Contract Integrity Pact
(To be executed on Stamp Paper of Rs. 100/-)

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/ s for "Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis for a period of three (3) year". 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).

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 BNS/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)

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

RFP for Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis

- a. The Bidder(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 any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(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) will not commit any offence under the relevant BNS/PC Act; further the Bidder(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) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(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). 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) will, when presenting their bid, disclose any and all payments made or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(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) 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), 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) from the tender

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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 Bidder 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

(1) In case of Sub-contracting, the Firm 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.

(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)

If the Principal obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of a Bidder, 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

RFP for Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis

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 as confidential. He / she reports to the MD & CEO of Punjab & Sind Bank.

(3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. Bidder 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) 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 Bidder. 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 BNS/ 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 Bidder 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.

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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 Bidder 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)
(Office Seal)

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

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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:

The Deputy General Manager,
Punjab & Sind Bank,
HO Law & Recovery Department,
1st Floor, Block-3, NBCC Tower, East Kidwai Nagar
New Delhi – 110023

Dear Sir,

SUB: RFP for “Engagement of Tier 1 Law firm on Bank’s panel on Retainership Basis for a period of three (3) year”.
Ref: Your RFP No PSB/RFP/L&R/01/2024-25

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 terms mentioned in the subject RFP.

Date:

Signature with seal
Name:
Designation:

RFP for Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis

ANNEXURE-4
PRICE BID (Commercial Bid Format)

The Deputy General Manager,
Punjab & Sind Bank,
HO Law & Recovery Department,
1st Floor, Block-3, NBCC Tower, East Kidwai Nagar
New Delhi – 110023

Dear Sir,

SUB: RFP for “Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis for a period of three (3) year”.

Ref: Your RFP No RFP No PSB/RFP/L&R/01/2024-25

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 Law firm for the Bank	
Quotation Ref No	
Name of the Law Firm	
Contact Person	
Contact Number	
Email id	
Single Quote for Law Firm (In INR) inclusive of all taxes for services rendered as per RFP (on monthly basis)	

We undertake to provide the services as per the RFP document.

Place:

Date:

Seal and signature of the Law Firm/Authorised Representative

RFP for Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis

ANNEXURE-5
NON-DISCLOSURE AGREEMENT
(On Non-Judicial Stamp Paper)

This Agreement is made and entered into at _____, this ___ day of _____, 20__ at _____
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 (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:

Punjab & Sind Bank intends to Tier 1 Law firm on Bank's panel on Retainership Basis for a period of three (3) year.

In the course of such assignment, it is anticipated that Punjab & Sind Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the selected bidder some Confidential Information (as hereinafter defined), to enable the selected bidder to carry out the aforesaid Implementation assignment (hereinafter referred to as " the Purpose").

The selected bidder is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the selected bidder are confidential information and are privileged and strictly confidential and or proprietary of Punjab & Sind Bank. The selected bidder undertakes to safeguard and protect such confidential information as may be received from Punjab & Sind Bank.

RFP for Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Punjab & Sind Bank granting the selected bidder and or his employees, representatives to have specific access to Punjab & Sind Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

Confidential Information:

“Confidential Information” means all information disclosed/furnished by Punjab & Sind Bank to the selected bidder whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the selected bidder to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

The selected bidder may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure.

Confidential Information does not include information which:

- is or subsequently becomes legally and publicly available without breach of this Agreement by either party,
- was rightfully in the possession of the selected bidder without any obligation of confidentiality prior to receiving it from Punjab & Sind Bank,
- was rightfully obtained by the selected bidder from a source other than Punjab & Sind Bank without any obligation of confidentiality,
- was developed by for the selected bidder independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the selected bidder shall, unless prohibited by law or regulation, promptly notify Punjab & Sind Bank of such order and afford Punjab & Sind Bank the opportunity to seek appropriate protective order relating to such disclosure.
- the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- is released from confidentiality with the prior written consent of the other party.

RFP for Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect rights of Punjab & Sind Bank in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

Non-disclosure: The selected bidder 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 selected bidder who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The selected bidder shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The selected bidder may disclose Confidential Information to others only if the selected bidder has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the selected bidder agrees to notify Punjab & Sind Bank immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

Information regarding Punjab & Sind Bank and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a

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business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or

any aspect of Punjab & Sind Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or

- business processes and procedures; or
- current and future business plans; or
- personnel information; or
- Financial information.

Publications: The selected bidder shall not 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 Punjab & Sind Bank.

Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Punjab & Sind Bank, whichever is earlier. The selected bidder hereby agrees and undertakes to Punjab & Sind Bank that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Punjab & Sind Bank, all information received by it from Punjab & Sind Bank for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The selected bidder further agree and undertake to Punjab & Sind Bank to certify in writing upon request of Punjab & Sind Bank that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by Punjab & Sind Bank to the selected bidder, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Punjab & Sind Bank.

Remedies: The selected bidder acknowledges the confidential nature of Confidential Information and that damage could result to Punjab & Sind Bank if the selected bidder

RFP for Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis

breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Punjab & Sind Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Punjab & Sind Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the

Selected bidder, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to Punjab & Sind Bank shall include Punjab & Sind Bank's costs and expenses of enforcement (including the attorney's fees).

Entire Agreement, Amendment and Assignment: This Agreement constitutes 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.

Dispute Resolution: Disputes, if any, arising out of this Agreement remaining unresolved by mutual discussions shall be referred to a panel of three Arbitrator. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The provisions of Arbitration & Conciliation Act, 1996, shall accordingly apply. The venue for such Arbitration shall be New Delhi. The language of the Arbitration shall be English.

Governing Law: 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.

Indemnity: The selected bidder shall defend, indemnify and hold harmless Punjab & Sind Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the selected bidder. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the selected bidder, in the course of discharge of its obligations under this Agreement.

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General: The selected bidder 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 Punjab & Sind Bank be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Punjab & Sind Bank constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

Punjab & Sind Bank discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchant ability, fitness for a particular purpose, title, non-infringement, or anything else.

Waiver: A waiver (whether express or implied) by Punjab & Sind Bank of any of the provisions of this Agreement, or of any breach or default by the selected bidder in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent Punjab & Sind Bank from subsequently enforcing any of the subsequent breach or default by the selected bidder under any of the provisions of this Agreement.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of ----- Ltd.
Bank

(Designation)

For and on behalf of Punjab & Sind

(Designation)

RFP for Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis

**ANNEXURE -6
COMPLIANCE STATEMENT**

SUB: RFP for “Engagement of Tier 1 Law firm on Bank’s panel on Retainership Basis for a period of three (3) year”.

Ref: RFP No PSB/RFP/L&R/01/2024-25

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 services 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 36 months 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 Law firm 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:

RFP for Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis

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.

Signature with Seal:

Name:

Designation:

Date:

RFP for Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis

ANNEXURE - 8
Undertaking Letter regarding Validity of Documents and Information

In respect of the bid submitted by us in response to the RFP No RFP No RFP No PSB/RFP/L&R/01/2024-25 floated by Punjab & Sind Bank for appointment of Law firm, we hereby undertake that all documents and information provided by us in the bid are valid for at least 12 months from the date of agreement.

Date:

Signature with Seal

Name:

Designation:

RFP for Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis

ANNEXURE – 9
Format for sending pre-bid queries

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

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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)	
5.	A Corporate brochure of the Bidder	
6.	Copy of Article and Memorandum of Association / Partnership deed or Proprietorship deed, if any.	
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, latest Income Tax Return / PAN Card	
10.	Proof of Retainership/Association with PSU Banks & PSUs.	
11.	Undertaking that the license of Law Firm or its Partners has not been revoked/suspended and/or no disciplinary proceedings were ever initiated and/or pending against any of the Partners/Associates.	
12.	An undertaking by the Bidder mentioning the minimum no. of Team (Associates & Partners) & the Partner that will be assigned to the bank for carrying out the services as detailed in RFP.	
13.	Registration Certificate with Bar Council/Bar Association of the Associates/Partners of the Team that will be assigned to the Bank	
14.	Duly filled in Annexures signed by authorized signatory.	
15.	Documentary proof for Eligibility with declaration as called for in Clause No.2	
16.	Commercial Bid Envelope Including quote for Bank	

Law firms Applicant/company to verify the checkpoints and ensure accuracy of the same before submission of the bid.

Date:

Signature with Seal:

Name:

Designation:

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ANNEXURE-11 FORMAT FOR DECLARATION

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

NAME OF THE ASSIGNMENT: "Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis for a period of three (3) year" in terms of RFP NO. PSB/RFP/L&R/01/2024-25

Declaration

- i) We... (Name of Law Firm) hereby declare that I/We have made myself / ourselves thoroughly conversant regarding the services to be provided to Punjab & Sind Bank as detailed in RFP.
- ii) My / Our quotation is in total conformity with the Tender stipulation and I/We do not have any additional technical or commercial conditions. The quotation given by us for mobilization of entire issue size and not for partial amount.
- iii) We... (Name of Law Firm) undertake not to form any Cartels which may curtail the competition and hinder transparency of the entire process.
- iv) We... (Name of Law Firm) accept all your terms and conditions mentioned in this RFP document.
- v) We... (Name of Law Firm) undertake 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 Law Firm) undertake to produce the Original documents for verification / Records before appointment in case short-listed.
- vii) We... (Name of Law Firm) 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 Law Firm) 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 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 Law firm) will be solely and fully responsible for such information so provided.

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

d. (Name of Law firm) 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.

Witness:	For Law firm
Signature:	
Name:	Authorised Signatory
Date:	(Name, Designation and Seal)
Place:	

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ANNEXURE-12
(THIS LETTER SHOULD BE ON THE LETTERHEAD OF THE BIDDER DULY SIGNED BY
AN AUTHORIZED SIGNATORY)

The Deputy General Manager,
Punjab & Sind Bank,
HO Law & Recovery Department,
1st Floor, Block-3, NBCC Tower, 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, co-Applicant 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 Bidder 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

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subcontracting to Bidder 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 Bidder from such countries unless such Bidder 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 fulfil 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:

Selected bidder'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.

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ANNEXURE-13
PERFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # _____

Date: _____

The Deputy General Manager,
Punjab & Sind Bank,
HO Law & Recovery Department,
1st Floor, Block-3, NBCC Tower, East Kidwai Nagar
New Delhi – 110023

Dear Sir,

In accordance with your RFP reference No. _____ Dated _____ M/s _____ having its registered office at _____ herein after Called "bidder" wish to participate in the said RFP for Engagement of Tier 1 Law firm on Bank's panel on Retainership Basis for a period of three (3) year. An irrevocable Financial Bank Guarantee (issued by a nationalized /scheduled commercial Bank) against Earnest Money Deposit amounting to Rs.....) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document. M/s _____ having its registered office at _____ has undertaken in pursuance of their offer to Punjab & Sind Bank (hereinafter called as the beneficiary) dated _____ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us _____ (Name of Bank) _____ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs _____ (Rupees _____) valid up to _____. We, the _____ (Name of Bank) _____ (Address of Bank) having our Head office at _____ therefore Guarantee and undertake to pay immediately on first written demand by Punjab & Sind, the amount Rs. _____ (Rupees _____) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of

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any dispute or difference raised by the bidder. This guarantee shall be irrevocable and shall remain valid up to _____. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from Punjab & Sind Bank, on whose behalf guarantee is issued. "Notwithstanding anything contained herein above our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____).

This bank guarantee shall be valid up to _____. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand, on or before _____ before 14.30 hours (Indian Standard Time) or within Bank official working hours where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us." In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____ Day of _____ 2025 at _____

Name of signatory

Bank Common Seal

Designation