

Law Division

Head Office: Plot No. 4, Sector 10, Dwarka, New Delhi – 110075

**REQUEST FOR PROPOSAL
FOR ENGAGEMENT OF
LEGAL ADVISER(S)
FOR PROPOSED
QUALIFIED INSTITUTIONAL PLACEMENT
(QIP)/
FOLLOW ON PUBLIC OFFER (FPO)/
OTHER PERMITTED MODES**

Punjab National Bank

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TABLE OF CONTENT

S. No.	Topic	Page No.
1.	Introduction	8
2.	Proposal	8
3.	Eligibility	10
4.	Scope of Work/ Responsibilities of the Legal Adviser(s)	12
5.	Technical Bid Evaluation Criteria	17
6.	Process of Selection	20
7.	Clarification to RFP and Pre-Bid Queries	21
8.	Pre-Bid Queries	22
9.	Cost of Bidding	22
10.	Bidding Document	22
11.	Submission of Bid/Proposal	22
12.	Modification And /Or Withdrawal Of Bids	25
13.	Award of Contract	26
14.	Execution of SLA/NDA:	26
15.	Performance Bank Guarantee	27
16.	Payment Terms	27
17.	Disqualification of Bidder /Termination of Engagement	27
18.	Accountability	28
19.	No Legal Relationship	29
20.	Evaluation Of Offer	29
21.	Confidentiality	29
22.	No Representation or Warranty By The Bank	29
23.	Bank's Discretion	30
24.	Amendment of RFP Documents	30
25.	Right to Accept or Reject any Bid or all Bids	30
26.	Contacting The Bank	30
27.	Cost Borne by Bidders	31
28.	Errors and Omissions	31
29.	Acceptance of Terms	32
30.	Assignment	32

S. No.	Topic	Page No.
31.	Governing Law and Disputes	32
32.	Confidential information:	33
33.	Compliance with Statutory and Regulatory Provisions:	33
34.	Publicity	33
35.	Force Majeure:	33
36.	Hiring of certified skilled workforce:	34
37.	Vicarious Liability:	34
38.	Disclaimer	35
	Annexures:	
1.	Undertaking	36
2.	Integrity Pact	38
3.	Non-Disclosure Agreement	45
4.	Letter of Consent	55
5.	Declaration w.r.t. Details of Issue	56
6.	Declaration	57
7.	Declaration w.r.t Order No. F.NO.6/18/2019-PPD dated 23 rd July 2020 issued by Government of India	58
8.	Proposal Form	59
9.	Technical Bid – Information	61
10.	Details of the Core Team for the proposed Assignment	62
11.	Details of Domestic Equity Capital issues	63
12.	Checklist of Documents to be submitted along with the Bid	64
13.	Bank Guarantee format for Earnest Money Deposit/ Performance Bank Guarantee	69
14.	Self-Certification of local content	70
15	Format of Financial Bid	71

Request for Proposal (RFP) Details

Sl.No.	ITEM	DATE/REMARKS
1.	RFP Reference No.:	PNB/ LD/QIP/2023-24/01
2.	Name of Division	LAW DIVISION
3	Brief Description of the RFP	Selection of Law Firms/Legal Adviser to advise the Bank in raising equity capital through Qualified Institutions Placement (QIP) / Follow on Public Offer (FPO)/ Other Permitted Modes
4.	RFP Application Fee	<p>Rs. 10,000/- + 18% GST (Non-refundable) should be submitted online only in favour of Punjab National Bank before last date of bid submission in the following account:</p> <p>IFSC Code: PUNB0513600</p> <p>Bank & Branch: Punjab National Bank, Dwarka, Sector-10, New Delhi -110075</p> <p>Account No.:1988002100183423 (16 digits)</p> <p>*As per OM No F.20/2/2014-PPD (Pt.) dated 25.07.2016 and 20.09.2016, Firms recognized as Start-ups by Department of Industrial Policy & Promotion (DIPP) are exempted from submitting Earnest Money Deposit (EMD) and Tender Fee / Cost.</p>
5.	Date of Issue of RFP	14.02.2024
6.	Last Date & Time for Receipt of Queries/Clarification Related To RFP (if any)	21.02.2024– upto 1400 Hr.
7.	Pre Bid Meeting	22.02.2024 upto 1100 Hrs
8.	Last Date For Hash Submission	06.03.2024 upto 1500 Hrs

9.	Last Date and Time for Online Bid Submission/ Bid Re- Encryption	07.03.2024 upto 1400 Hrs
10.	Time for Submission of Technical Bid And Supporting Document (Hard Copy)	07.03.2024 upto 1400 Hrs
11.	Date Of Opening Of Technical Bid	07.03.2024 at 1500 Hrs
12.	Presentation	Will be notified after opening of technical bids
13.	Date of Opening of Financial/Commercial Bid	Will be notified after opening of technical bids
14.	Website For Downloading RFP	https://www.pnbindia.in/Tender.aspx https://etender.pnbnnet.in/login
15.	Place for submission of Bids (Offline Mode)	‘Tender Box’ for Submission of Bids for Law Firms/Legal Adviser 1st Floor, Near Reception, West Wing Punjab National Bank, Plot No. 4, Sector 10, Dwarka, New Delhi – 110075
	Submission of Technical Bids (Online Mode)	The procedure for submission of Technical bid through online mode has been explained in the document.
16	Earnest Money Deposit	Rs. 6,00,000/- should be submitted online in following bank account or in the form of Bank Guarantee (issued by a nationalized / scheduled commercial Bank except PNB) in favour of Punjab National Bank at New Delhi: IFSC Code: PUNB0513600 Bank & Branch: Punjab National Bank, Dwarka, Sector-10, New Delhi -110075 Account No.:1988002100183423 (16 digits) *As per OM No F.20/2/2014-PPD (Pt.) dated 25.07.2016 and 20.09.2016, Firms recognized as Start-ups by Department of Industrial Policy & Promotion (DIPP) are exempted from submitting Earnest Money Deposit (EMD) and Tender Fee / Cost.

Note: -

1. Technical Bids should be submitted in physical form as well as through online mode and financial /commercial bid will be online only.
2. Bidders, who have not registered earlier with e-procurement site i.e. <https://etender.pnbnet.in/login>, would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, at least Two working days before the Hash submission date, to avoid last moment issues.

Request for Proposal (“RFP”) for engagement of Legal Adviser(s) (“LA”) in the proposed Qualified Institutional Placement (QIP)/ Follow on Public Offer (FPO) of Punjab National Bank (BANK or PNB)

DISCLAIMER

The Request for Proposal (RFP) is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement. The purpose of this RFP is to provide information to the potential Bidders, who qualify to submit the response to this RFP, to assist them in responding to this RFP. Although this RFP has been prepared with due and sufficient care to provide all the required information to the potential Bidders, however, in the event any further/additional information is required by any potential bidders, such bidder(s) on its own cost & endeavor may approach the Bank for clarification which may be considered by the Bank. The Bank reserves the right to provide such additional information at its sole discretion.

In order to respond to the RFP, if required, and with the prior permission of the Bank, each Bidder may conduct its own study and analysis/assessment and seek its own professional, technical, financial and legal advice, as may be necessary.

The Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process prior to deadline for submission of Bids, without assigning any reason whatsoever. Notification of amendments will be made available on the Bank's website at (www.pnbindia.in) as well as e-tender site (<https://etender.pnbnet.in/login>) and will be binding on all Bidders. No separate communication will be issued in this regard.

The Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

The Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP and/or annul the RFP. The 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 the Bank shall be final, conclusive and binding on all parties.

Definitions: -

- a. PNB / BANK means **Punjab National Bank**, a banking company constituted under the provisions of the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 having its Head Office at Plot No. 4 Sector 10 Dwarka, New Delhi 110075 (herein after called "**PNB**" / BANK which expression shall unless it be repugnant to be context thereof include its successor and assigns)
- b. Bidder means the individual, entity, body corporate or firm or combination of any/all of these, who is/are submitting its bid / proposal in response to this RFP for providing services to Bank.
- c. "Core Team" Shall include the professionals committed by the successful bidder to the Bank for the purpose of execution/ implementation of the contract arising out of this RFP. The professional so committed shall have minimum average experience of two years in handling QIP/FPO etc.
- d. "Proposal"/" Bid" means the Technical bid / proposal and the Financial bid / proposal in Response to this RFP submitted by a Bidder.
- e. "RFP" means this "Request for Proposal" prepared, floated, issued and uploaded by the Bank for the selection of Legal Advisor including any subsequent clarification, amendment, modifications, corrigendum issued by the Bank thereto.
- f. "Engagement Letter / Agreement" means the contract to be signed between the Bank and the selected bidder in accordance with a format approved/ provided by the Bank and all the attached documents and the appendices, thereto.
- g. "Day" means calendar day.
- h. "Parties"-Party or Parties means Bank or bidder/proposer /Selected proposer/or both as the case maybe.
- i. Job / task" means the work to be performed by the Bidder pursuant to the contract.
- j. "Law Firm" means an association / firm / partnership firm (registered /

unregistered), LLP or other form of constitution permissible under the law of India consisting of lawyers, solicitors, attorneys and other related staff / members.

- k. Bid means application along with its annexure submitted by the bidders in response to this RFP with application fee.
- l. All others terms used in this RFP and not defined but defined in SEBI Act / SEBI (Issue of Capital and Disclosure Requirements) Regulations – 2018 will have the same meaning as given in the said Regulations.”
- m. “Legal Advisor” (hereinafter referred to as LA for sake of brevity) means an association / firm / partnership firm (registered / unregistered), LLP or other form of constitution permissible under the law of India consisting of lawyers, solicitors, attorneys, Professional and other related staff / members.

1. Introduction

Punjab National Bank (PNB) a Public Sector Bank, constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act 1970, commenced its operations on April 12, 1895 to undertake Banking activities. The Bank enjoys strong fundamentals, large franchise value and good brand image.

The issued, subscribed and paid up equity capital of the Bank as on date is Rs.2202.02 Crore (11,01,10,15,558 equity shares of face value Rs.2/- each) with Government of India's shareholding of 73.15% and public holding (including institutional investors) of 26.85%. The shares of the Bank are listed on the NSE and BSE and are actively traded in both these Exchanges.

2. PROPOSAL

- 2.1 The Bank intends to tap capital market via a QIP/FPO/ OTHER PERMITTED MODES to raise upto Rs. 7,500 Crore (Rupees Seven Thousand Five Hundred Crores Only) in single/multiple tranches. The issue size may vary based on various factors including but not limited to management discretion. The Bank intends to initiate the work relating to engagement of Legal Adviser(s) (“LA”) and other intermediaries to prepare the requisite documents and to undertake various activities in relation to the QIP/FPO/ OTHER PERMITTED MODES.

- 2.2 The Bank wishes to invite proposals from interested Law Firms/LA, with experience and expertise in Equity Issues in capital market at national and international level to act as Legal Advisers and assist the Bank in the process.
- 2.3 In view of the foregoing, Bank invites proposals from reputed Law Firms/LA, with experience and expertise in handling capital market issues including Initial Public Offer (IPO), Follow on Public Offer (FPO) and Qualified Institutional Placement (QIP) and other permitted mode(s) at national and international level and fulfilling eligibility criteria to assist and advise the Bank in the QIP/FPO/ Other Permitted Modes process. The Law Firm/LA should have international presence in developed economies or should have tie ups with International Law Firm/LA of repute, with similar experience and expertise in Equity Issues in capital markets to act as Legal Adviser(s) in the proposed QIP/FPO/ Other Permitted Modes of the Bank through this RFP Document. The confirmation letter duly signed by the authorized signatory of the International Law Firm/LA, if applicable, may be furnished along with the Proposal; in support of their willingness to be a part of the team of the domestic Law Firm/LA.
- 2.4 The engagement of the **Law Firm/Legal Adviser(s)/ Bidders/LA**") shall remain valid upto 31st March, 2025.
- 2.5 The bidder(s) shall deposit Rs. 10,000.00 +GST with of PUNJAB NATIONAL BANK payable at NEW DELHI, as non-refundable fee for RFP, and proof of such be submitted along with the technical bid.

Bidders submitting the proposals should note that they should have the relevant experience of advising / managing legal affairs of Indian/ International Capital market transactions i.e. IPOs/FPOs (SEC Rule 144A transactions) as counsels to the issuer or underwriters with drafting responsibility for the customary sections of the offer document and preparing international wraps together with requisite experience and capacity to issue 10 b-5, or to issue any other opinion required for capital market transactions as is customary or mandatory.

3. ELIGIBILITY CRITERIA

- 3.1 Bidders should have advised at least two (2) successful domestic equity issue (Initial Public Offer/or Follow-on Public Offer/QIP (Qualified Institutional Placement) with single ticket size of **Rs 3,000/- crore (Rupees Three Thousand Crore Only)** or more in Banking Sector during the period from 1st April, 2019 to 31st December 2023. The Senior/Managing Partner/Associate of the Law Firm/LA should be registered with Bar Council of India as an advocate under the meaning of Advocate Act, 1961 with minimum of 5 years standing.
- 3.2 The bidding Law Firm/LA should have international presence in developed economies or should have tie ups with International Law Firms/LA of repute, with similar experience and expertise in Equity Issues in capital markets to act as Legal Adviser(s) in the proposed QIP/FPO/ Other Permitted Modes of the Bank through this RFP Document. The beneficial ownership of such overseas associates should not be vested in the nations/citizens of the countries which are debarred from providing goods and services by the Government of India. Further, the bidder shall be required to submit documentary proof of such association and also relevant documents evidencing experience of such overseas associates dealing with the QIP/FPO/ OTHER PERMITTED MODES of equivalent amount as prescribed for the bidder.
- 3.3 Applicant is agreeable to work with any of the Merchant Banker(s) and other intermediaries as decided by the Bank from time to time.
- 3.4 If during the process, any of the core team members is not available due to resignation, etc., another person of similar qualification and experience would be made available.
- 3.5 Applicant or any of its officer shall not compromise the confidentiality related to various information provided by the bank.
- 3.6 The bidding Law Firm/LA should not have been prohibited by any regulatory authority or Court or Tribunal or any Authority in offering such services and should not have been blacklisted/debarred/penalized by Central Government or State Government or SEBI or RBI, PSB, PSU or by any other Regulatory or authority in the past or such proceeding is pending.
- 3.7 The bidding law firm/LA or any of its partner should not be in the Caution List of IBA/Bar Council/other financial/market regulators. The overseas associates should also not have been blacklisted/debarred/put in caution list by any of the statutory/regulatory authorities of any country for carrying out such task. A self-certification to this effect should be submitted by the overseas associates.

- 3.8 The bidding Law Firm/LA should give an undertaking that no action has been initiated by any Government/Statutory agency /Regulatory authority with regard to any financial irregularities.
- 3.9 The selected Law Firm/LA under this RFP would be required to sign the Integrity Pact (IP), Non- Disclosure Agreement and Engagement Agreement with the Bank. Failure to sign the same would make their selection null and void.
- 3.10 All the interested Bidders fulfilling eligibility criteria mentioned above as a part of the proposal are advised to furnish the undertaking and declarations as given in the **Annexure- I**. The undertaking should be to the effect that there is no conviction by a Court of Law or indictment/adverse order or blacklisting by a regulatory or Governmental Authority or PSB/PSU against them or any of their partners/associates. It should certify that there is no investigation pending against them or partners/associates or the Managing Partners. The Undertaking should further certify that no conflict of interest exists as on date except as disclosed explicitly.

The Law Firms/ Legal Advisors will avoid any conflicts of interest while discharging contractual obligations and disclose in advance any possible instance of conflict of interest to the Bank.

“Conflict of interest” for the above means Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any Officer of Procuring Entity (Officers of the rank of Assistant General Manager and above posted in Board & Coordination Division, Finance Division, Law Division and Officers of the rank of Assistant General Manager and above who are members of Committees constituted for the Bidding process will be considered as “Officer” for the purpose of this clause) who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain. There should be no conflict of interest at the time of participating in the bid process and in case, a conflict of interest arises while discharging the contractual obligations, the same should be disclosed to the Bank.

Please note that the engagement of Law Firm/ LA is contingent upon the decision of the Bank to go for / issue QIP/FPO/ or other permitted mode to raise the capital. In case Bank decides, for whatsoever reasons at its sole discretion, to defer / postpone / cancel / abandon issuance of QIP/FPO or other permitted mode, the RFP for LA would also be

accordingly, at Bank's sole discretion, stand deferred / postponed / cancelled / abandoned without further notice to the Bidders and in such eventuality no cost, compensation, reimbursement and fee etc. shall be payable to the Bidders.

The interested bidder(s) fulfilling eligibility criteria mentioned above are advised to furnish all relevant supporting certificate(s)/documents along with the technical bid in both hard copy and online mode.

3.11 The Bidder should be Class-I/II local supplier.

"Class-I/II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum "local content" as prescribed for Class-I/II local supplier as per DPIIT vide OM P-45021/2/2017PP (BE-II) dated 16.09.2020 issued the Public Procurement (Preference to Make in India) Order 2017-revision.

The "local content" requirement to categorize a supplier as "Class-I local supplier" is minimum 50%. The "local content" requirement to categorize a supplier as "Class-II local supplier" is minimum 20%.

"Local content" means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

A Self certification of local Content be given as per **Annexure- XIV**

4 Scope of Work for the Legal Adviser(s)

The LA will be required, *inter-alia*, to undertake tasks related to all legal / compliance aspects of the QIP/FPO/ or other permitted modes to raise equity capital ("**Transaction**") as prescribed under Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulation 2018 (as amended from time to time) ("**SEBIICDR Regulations**") and subject to relevant domestic as well as international legislations, including but not limited to, as mentioned below: -

Domestic:

1. Drafting, vetting and finalizing of the Preliminary Placement Document, Red Herring Prospectus and Prospectus, as the case may be (collectively referred as "**Offer Documents**") for filing with SEBI, Stock exchanges and periodic updates to the Offer Documents until the same are finalized and filed with SEBI and other applicable regulatory authorities.

2. Drafting, vetting and finalizing responses to queries received from SEBI, Stock Exchanges, depositories etc. until the completion of all activities relating to Transaction.
3. Legal due diligence resulting in a legal due diligence certificate/opinion -to give a certificate in a format and coverage similar to certificate under section 10b-5 of Securities Exchange Act provided for global transactions and submission of Due Diligence Report. Undertake due diligence activities and prepare the Offer Documents and completing all stipulated requirements and formalities of regulatory/statutory authorities.
4. Together with Book Running Lead Managers (BRLMs) and other ADVISER(S), as the BRLMs may consider appropriate, undertake due diligence activities, co-ordination of and preparation of documentation required for the Offering (including any international wrap), such documentation to reflect customary capital market offering practices and containing customary provisions in conformity with applicable laws & SEBI (ICDR) Regulations and satisfactory both in form and substance to the Bank and the BRLMs;
5. Assist, together with other Adviser(s) and BRLMs, as the BRLMs may consider appropriate, in obtaining necessary regulatory approvals in connection with the Transaction from SEBI, Stock Exchanges, RBI or any other regulatory authority.
6. In connection with the FPO, assisting, together with the BRLMs and other Adviser(s), the Bank in preparing and coordinating the filing of reports, certificates and other information as may be required by SEBI, the Stock Exchanges and any other regulatory authorities.
7. Interacting with the Bank along with the BRLMs to explain and agree upon the due diligence information and documentation requirement.
8. Drafting, vetting and finalizing of the consent letters taken from all intermediaries.
9. Providing written advice relating to domestic publicity related restrictions.
10. Reviewing vetting and finalizing, all other relevant legal and other documents.
11. Reviewing, vetting and finalizing of disclosures regarding other entities and ventures promoted/ partnered by the Bank.
12. Reviewing, vetting and finalizing, of Bank's litigation (against and by the Company) and litigation relating to Directors, subsidiary companies, joint

ventures.

13. Reviewing vetting and finalizing, of the Offer Document to ensure compliance with disclosures and other requirements specified in the SEBI ICDR Regulations, Companies Act, SCRR and all applicable laws. Reviewing the drafting of the Offer Document and directing necessary changes in the same in context of the due diligence and regulatory requirements.
14. Drafting, vetting and finalizing and review of all Agreements relating to the Transaction (including Offer Agreement/ Placement Agreement with BRLMs/ Joint BRLMs, Syndicate Agreement, Underwriting Agreement and Escrow Agreements, Monitoring Agency Agreement, Agreement with Registrar, Bankers etc.).
15. Giving advice, consulting, holding discussions with the BRLMs during the Transaction process including pricing, marketing of the offer, book building and settlement. Advise on structuring the transaction in conformity with the applicable laws, especially the extant regulatory and statutory framework including under the Banking Regulation Act, 1949, Companies Act, 2013, SEBI Act, 1992 and the Securities Contract (Regulations) Act, 1956, SEBI ICDR Regulations, SEBI Listing (Obligations & Disclosure Requirements) Regulations 2015, Foreign Exchange Management Act, 1999, FDI norms and other applicable statutes, Rules, Regulations, Guidelines issued, or the guidelines or directions issued by the Stock Exchanges or otherwise;
16. Providing all other legal advice and written opinions, including comprehensive advice on research publication and dissemination, statutory and corporate advertisement in connection with the Transaction as may be required.
17. Guide, facilitate and advise the Bank on the regulatory norms and assisting in securing approval and exemptions, wherever necessary, from various regulatory agencies and others and completion of regulatory requirements.
18. Analysis of legal, tax and process risks and providing solutions as required.
19. Providing legal clearance on all issue material viz. Placement Documents, Prospectus, Abridged Prospectus, Application Form, Public Notices, Bid Forms, Confirmation of Allocation Notes etc.
20. Interacting with the Auditors of the Bank and negotiating the finalization of the comfort letter and other standard certificates and undertaking to be provided by the Auditors at different stages of the Transaction.

21. Advise on the (i) regulatory norms, disclosure and disclaimer requirements and generally assist in securing the requisite statutory and regulatory approvals and/ or exemptions and/ or clarifications, as may be deemed necessary from SEBI, Stock Exchanges, RBI, and other regulatory and statutory authorities, (ii) filing of returns or notices with stock exchanges, SEBI or any other statutory and/ or regulatory authorities and assist in completing all the requirements and formalities;
22. Legal sign-off on announcements regarding events during the Offer period.
23. Drafting the domestic aspect of the international wrap.
24. Drafting all board resolutions and Shareholder Resolutions required to be passed by the Bank, if any.
25. Coordinating and communicating with other parties involved in the Offer, including the officers and other management personnel of the Issuer, the auditors and legal counsel(s) to the BRLMs.
26. Extending closing Opinion for the Transaction.
27. Processing of FIPB/ RBI applications.
28. Providing advice on the duties and actions of the Offer or, including drafting of any applications, letters, certificates etc. in connection with the Offer.
29. Providing advice in relation to the offer pertaining to domestic regulations.
30. Assisting with respect to Closure of Offer. Advise on completion of all post transaction related activities as laid down in the applicable laws including SEBI Regulations and/or NSE and/or BSE rules and the SEBI LODR Regulations etc.
31. Carry out any other duties which are customary for FPO, and which may be agreed from time to time, including any duties which the Bank may reasonably request for assistance with regard to the FPO.
32. Advise and assist the Bank in preparation and processing the required applications which will be filed by the Bank with RBI, SEBI etc.
33. Any other matter connected with proposed Transactions.

International: (In case of 144A Deals)

1. To give section 10b-5 of Securities Exchange Act certificate favoring the

issuer, offer or and book runners.

2. Providing written advice relating to international publicity related restrictions.
3. Providing written advice on draft international marketing documents (wraps including advice on US taxation law, blue-sky memorandum and research guidelines, etc.).
4. Providing written advice on internet restrictions.
5. Other advice in relation to the offer pertaining to international law.
6. Drafting, vetting and finalizing of selling restrictions in the jurisdictions where the international marketing shall be done and filing of necessary documents in other jurisdictions.
7. Opinion on US Investment Company Act.
8. Drafting of Risk Factors, Business, MD&A chapters and any other chapters as may be required.
9. Drafting and negotiating customary comfort letters with the auditors required at different stages, preparing and reviewing the circle ups on the Offer documents, and preparing any other documentation with the auditors.
10. Drafting the closing Certificates, the closing checklist, the lawyer's opinion and assisting with closing of the Offering jointly with the DLC.
11. Conducting the customary bring-down diligence calls with the Bank and the entire deal team at various critical stages of the transaction.
12. Assistance in the preparation of the transaction bible and due-diligence back- up documents in coordination with the DLC.
13. Providing all other legal advice and written opinions in connection with the issue as may be required.
14. Completion of all necessary legal formalities as may be required by competent authorities/ prescribed authorities as per applicable laws for the proposed Transaction
15. Any other matter connected with the proposed Transaction

NOTE:

1. **The Scope of work is only indicative & illustrative and will be eventually governed by the terms and conditions of Engagement Agreement when the same is signed between BANK and Legal Adviser(s).**
2. **The fee quoted by prospective bidder will include the fees of International Law Firm and no extra fees will be paid by the Bank.**

5 Evaluation Matrix

5.1 Experience and capability in handling Equity Issues in Banking Sector in India: (Weightage for evaluation 50/100)

- (i) Constitution of the organization
- (ii) Capability, capacity and previous experience of the Firm and expertise in handling such assignments in the BFSI space in India.
- (iii) Details of domestic/international offerings handled.
- (iv) Demonstrate ability to work with Public Sector Banks and in coordination with BRLMs and other intermediaries as a part of team.

5.2 Infrastructure & Manpower: (Weightage for evaluation 5/100)

- (i) Details of infrastructural facilities like office/s, manpower etc.
- (ii) Detailed profile of the core and support teams (with CVs of each team member detailing qualification and relevant experience) that will be deployed on each assignment in the event of selection.
- (iii) International presence / tie up with the international firms dealing with issuance of IPO/QIP/FPO/ OTHER PERMITTED MODES etc.

5.3 Understanding of the Regulatory framework: (Weightage for evaluation 10/100)

- (i) Demonstrate understanding of the legal, policy & regulatory issues in Equity Issues, i.e. SEBI, Companies Act, FDI etc.
- (ii) Indicate your expertise in handling the regulatory requirements and securing the required approvals from the concerned authorities.

5.4 Key personnel deployment for the work:(Weightage for evaluation 5/100)

- (i) To commit key personnel for the entire duration of the transaction to deliver in accordance with tight timetable requirements.

5.5 Strategy for the Equity Issues –Presentation: (Weightage for evaluation 30/100)

- i. Indicate intended approach to the proposed transactions including the sequencing of the transaction.
- ii. Indicate strength in organizing the Data Room and the due diligence required for the Equity Issues.
- iii. Demonstrate capability of preparing quality document to be filed with SEBI (preparation of the DRHP/ RHP/ PLACEMENT DOCUMENT) and other regulatory authorities in successful **Equity issue**.

Award of Marks Criteria

Parameter	Marks Allotted	
Experience of Equity Issues in India during the period from 1st April, 2019 to 31st December 2023	50	
Total Number of Issues handled (IPO/QIP/FPO, etc.)	Sub-Total 20 (Out of 50)	
More than 20	20	
More than 10 and upto 20	15	
Upto 10	10	
Number of Equity Issues of Public Sector Bank	Sub-Total 20 (Out of 50)	
More than 10	20	
More than 5 and upto 10	15	
More than 3 and upto 5	10	
Upto 3	5	
Single Issue Size in Banking Sector	Sub-Total 10 (Out of 50)	

More than Rs.5000 Crore	10	
More than Rs.4000 Crore and upto Rs.5000 Crore	7	
More than Rs. 3000 Crore and upto Rs. 4000 Crore	5	
Team Strength & Commitment	(20)	
Commitment of the Core Team	Sub-Total 10 (Out of 20)	
More than 5 professionals in the Core team	10	
More than 3 and upto 5 Professionals in the Core Team	5	
More than 2 and upto 3 Professionals in the Core Team	3	
Average work experience of the Core Team in respect of QIP/FPO/IPO etc. handled	Sub-Total 10 (Out of 20)	
More than 7 years	10	
More than 5 years and upto 7 years	5	
Upto 5 years	3	
Presentation	(30)	
Presentation - Understanding of the Domestic & Overseas Regulatory framework, Legal due diligence, etc.	30	
Grand Total	100	

5. PROCESS OF SELECTION

Process of selection will be in two stages. In the First Stage, the technical bids will be opened and evaluated first. Marks would be awarded to the Technical Bids as detailed in the Evaluation Matrix above. Only those bidders who qualify the technical bid stage shall be short-listed for Second Stage. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on next working day.

1stSTAGE

- i) Technical bids shall be opened and eligibility of the bidders as prescribed in this RFP, will be evaluated first. Technical bids of only eligible bidders will be evaluated and marks will be awarded only to the eligible bidders.
- ii) The Bidder who fulfil the eligibility criteria will be called to make a presentation (15 minutes approx.), or alternatively through Video Conferencing, at the sole discretion of the Bank regarding their roadmap & modalities to complete the transaction and key highlights before an Appraisal Committee at Punjab National Bank, Corporate Office, Plot No. 4, Sector 10, Dwarka, New Delhi 110075. The Date and time schedule will be emailed to the respective eligible bidder(s) separately at e-mail ID provided by the bidder(s), soon after the opening of Technical Bids. Order of presentation will be in alphabetical order of the name of the bidder(s). During presentation, four sets of hard copies of the presentation should be submitted to the Bank. Only the Team Leader of the Bidder's team shall make the presentation.
- iii) Technical bid shall be evaluated based on credentials of bidder (s), expertise / experience in QIP/FPO/ or other permitted modes to raise the equity capital process, proposed methodology for the work and capacity of the bidder(s) and marks awarded as detailed in the Evaluation Matrix above.
- iv) Bidder(s) scoring minimum 70% marks as per Evaluation Matrix above would be considered as technically qualified. Only bidders scoring at least 70 marks in the technical bids will be shortlisted. The evaluation procedures to be adopted in the bidding process will be at the sole discretion of Bank and the Bank is not liable to disclose the evaluation report or reasoning to the bidder.

If the Bank is not able to get adequate number of eligible bidders, the Bank shall have the discretion to lower the qualifying marks.

The Bank reserves the right not to accept any bid or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever. The cost of bidding and submission of RFP documents is

entirely the responsibility of bidders, regardless of the conduct or outcome of the process.

Note: No weightage of the marks scored in the technical evaluation shall be given while evaluating Financial Bids.

2ndSTAGE

Evaluation of Commercial Bids

On a given date, bidders, who have qualified technical bid stage, will be called for opening of financial bids. The final selection of the bidder shall be done based on L1 (bidder whose financial/commercial bid is the lowest amongst all the bidders). In case of tie among bidders in L1 category, the bidder scoring higher marks in the technical evaluation may be considered as successful bidder.

At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the Bids received in response to this RFP. The decision of the Bank on the matter of selection of Law Firms/LA shall be final & binding on all the concerned parties.

Note: Nil/ Negative commercial bid shall not be entertained by the Bank and liable to be summarily rejected.

6. Clarification to RFP and Pre-Bid Queries:

- 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-_____**.
- All communications regarding this RFP requiring clarifications and any doubts shall be given in writing to the Dy. General Manager, Punjab National Bank, Law Division, 3rd Floor, Plot No. 04, Dwarka, Sector- 10, New Delhi- 110075 by the intending bidders before 4.00 PM on _____.

The Bidder may also seek clarification as mentioned above by sending queries to Email id: law@pnb.co.in, and jerome.john@pnb.co.in on or before 4:00 PM on _____.

No oral or individual consultation shall be entertained.

7. Pre-Bid Queries:

The Bank will consolidate all the written/mail queries during the pre-bid period and the replies for the queries shall be made available to the bidders through e-mail and website. 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.

8. COST OF BIDDING

The Bidder shall bear all the costs associated with the preparation and submission of its bid.

9. BIDDING DOCUMENT

The Bidder is expected to follow all instructions, forms, terms and conditions in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every aspect shall be at the Bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

10. SUBMISSION OF BID/PROPOSAL:

A. Technical Bid: -

(i) The Technical Bid shall be submitted to Bank online and well as by tendering a sealed envelope containing following:

- Proof of payment of RFP fee in prescribed mode.
- RFP document along with annexure duly signed by Authorized representative of bidder at the left bottom of every page in following form -

“Terms and conditions mentioned in RFP is acceptable

.....(sign & seal of law firm/LA)”

- Duly executed undertaking mentioned in Annex-I and Integrity Pact

as prescribed in Annex-II.

- Proof of depositing of EMD amount of **Rs. 6,00,000/- in PNB Bank's account 1988002100183423. In case of EMD in shape of BG Original Copy be submitted with technical bid.** should be submitted online only before last date of bid submission or in the form of Bank Guarantee (issued by a nationalized / scheduled commercial Bank except PNB) in favour of Punjab National Bank at New Delhi:
- All relevant documents in support of their eligibility.
- Detailed proposal highlighting the credentials in QIP/FPO/ or other permitted modes to raise equity capital.
- Experience in QIP/FPO/ or other permitted modes to raise equity capital of Scheduled Commercial Banks in India along with proof of delivery/ execution of work completed.
- Proposed methodology for the work
- Details of the total present strength & Infrastructure along with the manpower proposed and their profiles to be dedicated for the transaction.
- Authority letter/Board Resolution authorizing the person of the bidder to sign the proposal and other documents viz. Registration certificate of the firm; PAN Card; GST Registration (if any) etc.
- Other relevant Documents in support of their claims as per Evaluation Matrix.

(ii) The hard copy of technical bid/proposal, duly signed by the authorized officer, shall be submitted in a sealed envelope bearing signature across the seal and should be submitted in hard copies, in addition to submission through online mode, in original by hand or via registered post or Courier to the **“Dy. General Manager, Law Division, 3rd Floor, East Wing, Punjab National Bank, Head Office, Plot No. 4 Sector 10 Dwarka, New Delhi 110075”** duly signed by of the bidder(s) before last date.

The sealed cover must contain the office address, email address and contact details of its executive/authorized representative. And also on the top of envelope containing the technical bid documents following description be made –

“Technical Bid in response to RPF dated _____ for Legal Adviser”

No Bid will be accepted/entertained after the appointed time and date. The Bank will not be responsible for any postal/courier delay. The Bids received after

the appointed time and date will be summarily rejected.

B. Financial/Commercial Bid

- i. Bidders are required to strictly submit financial/commercial bid in electronic form using the e-procurement system at <https://etender.Banknet.in/login> to the Bank by using their digital certificates of class II and above (both encryption and signing). All the interested bidders should register themselves in the e-procurement system <https://etender.Banknet.in/login> for submitting the bids online, if they have not done earlier. Financial/Commercial Bids received after stipulated time for closing of the bid in the e-procurement system, will be summarily rejected without assigning any reason.
- ii. Incomplete bids, conditional bids, bids not conforming to the terms and conditions are liable to be rejected by the Bank.
- iii. Please note that **HASH SUBMISSION** is a mandatory activity, failing which bidder will not be able to submit the bid. For details you may visit our e-Procurement Site <https://etender.pnbnet.in/login>.
- iv. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately contact Bank.
- v. Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual.
- vi. Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
- vii. 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.
- viii. The fee quoted by the Bidder should be inclusive of out of pocket expenses and all applicable taxes (but excluding GST). All rules related to GST are to be followed especially those regarding raising of invoice quoting GSTIN of the Bank as well as of the LA etc. All bills would be raised in INR and payable in INR only after successful and satisfactory closure of the transaction. Financial/ Commercial Bid be submitted by the bidder in the format given as **Annexure – XV**.

- ix. Bidders to note that no drop dead fee would be payable i.e. No fee would be payable, if the issue does not fructify for any reason whatsoever.

11. 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.

11.1. 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.

11.2. 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).

11.3. 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

11.4. 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.

11.5. 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.

11.6. 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.

11.7. Bank reserves the right to alter/re-issue /re-commence/cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. BANK shall not be bound to give any reasons or explain the rationale for its actions/decisions to annul or abandon or cancel the bid process. BANK further reserves the right to alter/re-issue/re- commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of BANK in this regard shall be final, conclusive and binding on the Bidder(s) and shall not be questioned/ challenged by the Bidder.

11.8. 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:

- The selected Bidder commits a breach of any of the terms and conditions of the tender/contract.
- 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.
- The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- If the selected Bidder fails to execute/ complete the due performance of the assigned work in accordance with the agreed terms and conditions.
- In case Bank decides, due to any reasons whatsoever in its sole discretion, to call off, postpone, defer, cancel the issuance of IPO/ QIP etc.

12. AWARD OF CONTRACT

The shortlisted bidder will be issued a letter of award of contract by the Bank and such successful bidder shall execute engagement letter/Service Level Agreement, NDA and Integrity Pact as per the Performa (Annex-II) with the Bank within 3 days of issuance of letter of award by the Bank.

In case successful bidder fails to execute agreement/ SLA, NDA, Integrity Pact etc. as above the EMD amount will be forfeited/ BG will be invoked by the Bank and the bidder shall not have any claim on the EMD amount.

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

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 engagement/engagement.

14. PERFORMANCE BANK GUARANTEE

- I. The successful vendor has to submit the Performance Bank Guarantee (PBG) at the time of execution of SLA, detailed as under:
 - a) Vendor shall have to submit Performance Bank Guarantee amounting to **10 %** of the Contract value awarded to the vendor, within one month of acceptance of purchase order & initially valid for a period of _____ **years** i.e. upto _____ with claim period of another **12 months**.
 - b) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
 - c) The Performance Bank Guarantee will be furnished for due performance of the contract by the successful vendor.
 - d) In case vendor submits any false information or declaration letter during the period of contract, Bank shall invoke the Performance Bank Guarantee submitted by the vendor to recover penalty/damages.
 - e) In case vendor fails to perform and to comply with the terms and conditions of this agreement, Bank shall invoke the Performance Bank Guarantee to recover the penalty, damages, Cost, expenses, liquidated damages etc.
 - f) No interest on PBG will be paid by Bank.
- II. On submission of PBG & execution of agreement mentioned in para 13 above, the EMD amount deposited with the Bank will be refunded/ BG will be returned.

15. PAYMENT TERMS

The payment to successful bidder shall be made on consolidated basis within 30 days of completion of process. In case of termination of engagement/unsatisfactory service, Bank reserves the right to withhold/ deduct payment to be made to the successful bidder.

16. DISQUALIFICATION OF BIDDER /TERMINATION OF ENGAGEMENT

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

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

16.2. Further, during the tenure of engagement of the Law Firm(s)/LA, in case BANK at any time considers that the services of Law Firm(s)/LA 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(s)/LA without assigning any reason for the same.

17. ACCOUNTABILITY

The Bidder shall be accountable with respect to the following:

I. All the responsibilities indicated in Scope of works and any other activities that the Law Firm(s)/LA shall perform in connection with the proposed QIP/FPO/ or other permitted modes to raise equity capital, process of Punjab National Bank.

II. In case of any/all disputes relating to the RFP and the matters arising in connection with the RFP, the bidder shall make representation to the BANK and the decision of the BANK on any or all points raised by the bidder(s) shall be final and binding on the bidder(s).

III The Law Firm(s)/LA engaged shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the appointed(s) and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of work or outside the scope of work, vested under the engagement letter to be issued for this RFP. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the appointed Law Firm(s)/LA, for transaction under the engagement letter to be issued for this RFP.

IV All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of the selected bidders(s) shall be paid by the selected bidder(s) 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 law Firm's/LA employee, agents, contractors, and subcontractors.

V. The selected bidder(s) agrees to hold the BANK, its successors, Assignees

and Administrators fully indemnified and harmless against loss or liability of whatsoever nature caused to the BANK, claims actions or proceedings, if any, that may arise from the failure of the successful bidder to perform its duties and/or the action of its employees, agents, contractors, subcontractors etc. The written demand by the BANK as to the loss/damages shall be final, conclusive and binding on the selected bidders(s) and the selected bidder(s) shall be liable to pay on demand without any contestation/demur the actual amount of such loss/damages caused to the Bank subject to an upper limit equivalent to the total payment of this project. Further, in case of any default in acceptance or performance of the agreement, Bank shall have all rights to blacklist and debar the bidder/s from participating in future processes and lodging complaint against the bidder/s before concerned authorities including IBA and claiming damages.

18. NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Bidder(s) and the Bank until execution of engagement letter with the successful Bidder.

19. EVALUATION OF OFFER

Each Bidder acknowledges and accepts that the Bank may, in its absolute discretion, apply any additional criteria it deems appropriate in the selection of the LA which shall be for all the bidder, not limited to those selection criteria set out in this RFP.

20. 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.

21. NO REPRESENTATION OR WARRANTY BY THE BANK

The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential bidder(s) may make in case of failure to understand the terms and requirements of this RFP and responds to the RFP. The Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP and specify additional requirements or cancel this RFP at any time without assigning any reason there of and without any notice, at its sole discretion. It is the Bidder(s) responsibility to examine this RFP; examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response to the RFP; and satisfy itself as to the completeness, correctness and sufficiency of all the information contained in its response to the RFP.

22. BANK'S DISCRETION

- I. The Bank may at its sole discretion select and engage such number of LA as it deems fit with requisite experience, who together will form a team and be called LA.
- II. The Bank shall be under no obligation to act upon the advice rendered by the LA for the engagement of other intermediaries. The engagement made by the Bank shall be final and binding on all the Bidder(s).

23. AMENDMENT OF RFP DOCUMENTS

At any time prior to the last date and time for submission of bids, the Bank may, for any reason, modify the RFP Documents through amendments/ corrigendum at the sole discretion of the Bank. All amendments/corrigendum shall be uploaded on the Bank's websites (<https://www.pnbindia.in/Tender.aspx>) and will be binding on all those who are interested in bidding. In order to provide prospective Bidders a reasonable time to take the amendment, if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

24. RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

BANK reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to issuance of award letter, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the BANK's action.

25. CONTACTING THE BANK

Any effort by a bidder to influence the Bank in evaluation of the Bank's bid, bid comparison or award decision may result in the rejection of the Bidders' bid. Bank's decision will be final and without prejudice and will be binding on all parties.

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 and/OR LA for the proposed Equity issue by the Bank is strictly confidential. If at any stage of selection, any Law Firm and/OR LA 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 and/or LA (s), besides summarily rejecting the candidature of the said Law Firm and/or LA, without giving any reasons thereof.
- viii) In case any bidder or any of its officials makes any unsolicited communication in any manner, during the whole bidding process of proposed Equity issue, the proposal submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.
- ix) In case of all the disputes relating to the proposal arises, the Law Firm and/or LA shall make representation to the Bank and the decision of the Bank on any or all the points raised by the Law Firm and/or LA shall be final and binding on the Law Firm and/or LA.

26. Cost Borne by Bidders

- a) 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.
- b) 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.

27. Errors and Omissions

Each Bidder should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document not later than time given for submission of Pre-Bid Query.

28. 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.

29. ASSIGNMENT

The successful bidder shall not assign, in whole or in part, its obligations to perform under this RFP/engagement letter, except with the Bank's prior written consent, after being declared as L1 bidder.

30. GOVERNING LAW AND DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration through Sole Arbitrator mutually appointed by the parties to the dispute and in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator shall give a reasoned award. Any appeal/ application will be subject to the exclusive jurisdiction of courts at Delhi. The bidder shall continue work during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. The venue of the arbitration shall be Delhi and the language of Arbitration shall be English.

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at New Delhi (with the exclusion of all other Courts).

DETAILS OF THE INDEPENDENT EXTERNAL MONITORS

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has right to access to all the project documentation. Shri Raj Kumar Singh shall be acting as IEMs for this Contract/Tender. However, Bank at its sole discretion reserves the right to change/name another IEM, which shall be notified later.

Sl.	Name of IEM	e-mail	Mob. No.
1.	Dr. Sarat Kumar Acharya, (Ex- CMD, NLC India Ltd)	sarat777@rediffmail.com	9442118060

31. Confidential information:

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

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

32. Compliance with Statutory and Regulatory Provisions:

The selected firm/company shall comply with SEBI Regulations 1992, SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018 and all other applicable SEBI guidelines and statutory provisions to ensure the success of the Equity issue s of Punjab National Bank and all statutory and regulatory provisions while undertaking the services mentioned in this RFP.

33. 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.

34. Force Majeure:

- The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure.
- For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, 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.

- In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.
- Notwithstanding above, the decision of the Bank to continue or cancel the contract shall be final and binding on the firm/company.

35.Hiring of certified skilled workforce:

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

36.VICARIOUS LIABILITY:

- (a) The selected Legal Counsels shall be the principal employer of the employees, agents, contractors, subcontractors, etc., engaged by the selected firm/company and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the selected firm/company, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the selected firm/company shall be paid by the selected firm/company alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected firm/company's employees, agents, contractors, subcontractors etc. The selected firm/company shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected s firm/company's employees, agents, contractors, subcontractors, etc.
- (b) The selected firm/company is no way permitted by virtue of this clause to engage agents, contractors, subcontractors etc. for accomplishing the

assignment entrusted to such firm/company. Engagement of any of these or an external expert shall be done only with the prior consent of the Bank in writing.

37. DISCLAIMER

The RFP is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement. The purpose of this RFP is to provide information to the potential Bidders, who may qualify to submit the response to this RFP, to assist them in responding to this RFP. Though this RFP has been prepared with sufficient care to provide all required information to the potential Bidders, potential Bidders however may need more information than what has been provided herein. In such cases, the potential Bidder is solely responsible to seek the information required from the Bank. The Bank reserves the right to provide such additional information at its sole discretion. In order to respond to the RFP, if required, and with the prior permission of the Bank, each Bidder may conduct its own study and analysis / assessment and seek its own professional, technical, financial and legal advice, as may be necessary.

FOR ANY FURTHER CLARIFICATION PLEASE CONTACT

Shri. E. J. Jerome John,
Dy. General Manager
Law Division Head Office,
Plot No. 4 Sector 10
Dwarka,
New Delhi 110075
Phone: 011- 28072022 / 28044222 /
Email: law@pnb.co.in
jerome.john@pnb.co.in

Dated – 14.02.2024
Place – New Delhi

UNDERTAKING FROM THE BIDDER

**To
The Dy. General Manager
HO: Law Division
Punjab National Bank
New Delhi**

Sir,

**REG.: PROPOSAL/BID FOR ENGAGEMENT OF LEGAL ADVISER (LA)
TO ADVISE PUNJAB NATIONAL BANK IN QIP/FPO/ OTHER
PERMITTED MODES**

We submit our Bid Documents herewith. We understand that:

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute engagement letter/agreement at our cost, when called upon by the Bank to do so. Till such a formal engagement letter/agreement is prepared and executed, this bid shall constitute a binding contract between us and bank.
- If our bid is accepted, we are responsible for the due performance of the work.
- You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.
- We agree that we shall not, without the consent of Punjab National Bank while being engaged by the Bank as Legal Adviser, accept a written or a verbal mandate for any offering of equity of any other Bank's in India.
- Further we hereby undertake that the decision taken by the Selection Committee of Punjab National Bank regarding the qualified Bidder shall be binding upon us.
- We hereby undertake that we will have no claim against Punjab National

Bank whatsoever in case of discontinuation of the process of QIP/FPO/ OTHER PERMITTED MODES to raise equity capital.

- If we do not accept or perform the contract after our selection as successful bidder, Bank shall have all rights to blacklist and debar us from participating in future processes and lodging complaint against us before concerned authorities including IBA and claiming damages.
- If at any point of time, our above undertaking is found to be incorrect, the Bank shall have full right and discretion to reject/terminate our bid/contract/engagement at any point of time without any prior notice without prejudice to any other right available to Bank against the bidder/ bidders in law or in equity.
- None of the family members of the partners of the bidders and advocates of the bidder firm are employed in the Bank except for those mentioned below:

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

- All documents and information provided by us are our sole responsibility and in case anything is found to be false/incorrect, we shall be solely liable for the same.

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal:

Date: -

Place:-

PERFORMA FOR INTEGRITY PACT

To
The Dy. General Manager
HO: Law Division
Punjab National Bank
New Delhi

Subject: Submission of Tender for the work.....

Dear Sir,

I/We acknowledge that Punjab National Bank is committed to follow the principle of transparency equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Request For Proposal(RFP) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the RFP.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Punjab National Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Punjab National Bank shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract

To be Stamped as per the applicable rate prevailing in the state

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of....2020.

BETWEEN

Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 (Act no 5 of 1970) and having its Head Office at Plot no. 4, Sector 10, Dwarka, New Delhi 110075, hereinafter referred to as "The Principal", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. _____ having its registered office at _____ hereinafter referred to as "The Bidder", expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

Preamble

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

In order to achieve these goals, the Principal will appoint 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 particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

Section 2- Commitments of the Bidder(s)

- (1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/ contract. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - 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 the 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 contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) will not commit any offence under the relevant IPC/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 proposal 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 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, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) 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 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 the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee/ Initial Security Deposit.

Section 5- Previous transgression

- (1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department 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 dealing".

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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8- Independent External Monitor

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

Dr. Sarat Kumar Acharya, (Ex-CMD, NLC India Ltd) has been appointed as Independent External Monitor (IEM) by our Bank. Their e-mail addresses are as under:

Sl.	Name of IEM	e-mail	Mob. No.
1.	Dr. Sarat Kumar Acharya, (Ex-CMD, NLC India Ltd)	sarat777@rediffmail.com	9442118060

(the above persons are not to be contacted for generic RFP related queries, as the queries must be directed to contact details mentioned in section-1, Bid Details)

(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 Managing Director and CEO, Punjab National 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(s). The Bidder(s) 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-contractor.

(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, Punjab National 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 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. The Monitor will submit a written report to the MD & CEO, Punjab National 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.

(7) If the Monitor has reported to the MD& CEO, Punjab National Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB 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.

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

Section 09- Pact Duration

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

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

Section 10- Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work".
- (2) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.
- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- (5) 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.
- (6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
- (7) 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)

(For & On behalf of Bidder)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)

CONFIDENTIALITY - CUM - NON DISCLOSURE AGREEMENT

This Confidentiality –cum- Non disclosure Agreement is entered, between

_____ a company/ LLP/ Partnership Firm within the meaning of Companies Act, 1956/ 2013, LL. P Act, 2008 having its Registered Office at _____ and inter alia one of its office at _____ (herein after called 'Service Provider')

And

Punjab National Bank, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at Plot No 4, Sector -10 Dwarka New Delhi -110075 inter alia among others, one of its Law Division at Plot No. 4, Sector – 10, Dwarka, New Delhi - 110075 (herein after referred to as 'PNB').

WHEREAS: -

i. Service provider inter-alia is engaged in the business of providing Legal Consultancy services in the field of Law related solutions & services to various business entities in India.

ii. PNB has agreed to disclose, transmit, receive, and/or exchange certain "confidential information" to cover the business transaction between parties for the provision of services related to ("the Purpose") as more particularly described in Scope of work mentioned in Order No. Dated, executed between the Service Provider and PNB.

The Service Provider and PNB would be having discussions and negotiations concerning the establishment of and during continuance of a business relationship between them as per Order No. dated _____ (hereinafter referred to as 'Agreement'). In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Arrangement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement.

Now this Agreement witnesses: -

1. Interpretation

In this Agreement "**Confidential Information**" means all information belonging to a Party that is or has been disclosed to one Party (the "Receiving

Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties. The term ‘confidential information’ shall include all written or oral information (including information received from third parties that the ‘Disclosing Party’ is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the ‘Disclosing Party’.

Confidential information shall also include, without limitation, information identified as being proprietary and/or confidential or pertaining to pricing, marketing plans or strategy, volumes, financial or technical or service matters or data, employee/ agent/ consultant/ officer/ director related personal or sensitive data software programs, technical data, passwords encryption tools, methodologies, know-how, processes, designs, new products, development work, marketing requirements, marketing plans, disaster recovery plans, customer names, prospective customer names, customer information, customer databases, business information and any information which might reasonably be presumed to be proprietary or confidential in nature of the “Disclosing Party”.

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

2. Proprietary Information

As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

The Proprietary Information" shall include, but not be limited to, domain names, trade secrets, copyrights, ideas, techniques, know-how, inventions (whether patentable or not), and/or any other information of any type relating to designs, configurations, documentation, policies, board notes, Circulars, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, intellectual property, and the information concerning the Parties' actual or anticipated business, research or development, or which is received in confidence by the disclosing party to the Recipient.

3. Confidentiality

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.
- b) Each party may disclose the confidential information to its employees, officers, consultants or agents only to the extent that such disclosures are required to exercise its rights and perform its obligations under the agreement or attachments. Each party shall take such steps as may be reasonably requested by the other or otherwise required to ensure that the aforementioned persons acknowledge and comply with the use and confidentiality restrictions contemplated under this Agreement.

4. Non-Disclosure of Proprietary and Confidential Information

For the period during the Agreement or its renewal, the Recipient will:

- a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
- c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

5. Limit on Obligations

The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary and Confidential Information:

- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- c) Becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
- d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the disclosing Party and takes reasonable actions to avoid and/or minimize the extent of such disclosure.

6. Return of Documents

The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to

proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary and Confidential Information of the other party. The obligation under this clause will not apply where it is necessary to retain any Confidential Information for the purpose as required by law or for internal auditing purposes or electronic data stored due to automatic archiving and back-up procedures.

7. Communications

Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

M/s _____

- 1.
- 2.

Punjab National Bank

- 1.
- 2.

8. Term and Termination

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

Nothing herein contained shall be construed as a grant by implication, estoppels, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

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

9. Damages

- (a) Both parties acknowledge that the proprietary & Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that will jeopardise or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.
- (b) The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.
- (c) Vendor agrees to indemnify the Bank against all loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.
- (d) The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.
- (e) No failure or delay by either party in exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

10. Arbitration & Governing Law:

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration through Sole Arbitrator mutually appointed by the parties to the dispute and in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator shall give a

reasoned award. Any appeal/ application will be subject to the exclusive jurisdiction of courts at Delhi. The bidder shall continue work during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained.

The venue of the arbitration shall be Delhi and the language of Arbitration shall be English.

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at New Delhi (with the exclusion of all other Courts

11. Permitted Disclosure

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

38. Ownership of Information

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

13. No Representation

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

14. Remedies and Relief

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right

and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost, expenses and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

15. No Assignment

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

16. Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

17. Notices

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

18. Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

19. Indemnity:

Service Provider shall indemnify the Bank from any and all claims including third party claims, causes of action, suits, damages or demands, whatsoever,

arising out of breach of this Agreement by the indemnifying party as and when such claims, actions, damages or demands becomes payable under law including any governmental, regulatory, judicial or quasi-judicial determination.

20. Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Delhi.

21. Modification

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

22. Miscellaneous

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns.
- c) Each party will bear its own costs in connection with the activities undertaken in connection with this Agreement.
- d) Nothing in this Agreement is intended to confer any rights/ remedies under or by reason of this Agreement on any third party.
- e) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.
- f) This Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For _____

Authorised Signatory

Name _____

Designation_____

Place:

Date:

For Punjab National Bank

Authorised Signatory

Name _____

Designation_____

Place:

Date:

Witnesses:

1.

2.

Letter of Consent
(To be submitted on the Letter head of the Bidder)

To,
The Dy. General Manager
HO: Law Division
Punjab National Bank
New Delhi- 110075

Date:

Dear Sir/ Madam,

Sub: Request For Proposal - for engagement of Legal Adviser(s) for raising equity capital through Qualified Institutions Placement (QIP)/ Follow on Public Offer (FPO)/Other Permitted Modes

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to get selected for providing our services as detailed in the above referred RFP.

We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical Offer in a sealed envelope. The selection shall be binding on us and subject to the terms and conditions of the assignment.

Yours faithfully,

Date:

Place:

Signature

Name of the authorized signatory

Designation

Email Address

Telephone and Mobile No.

Stamp of the Bidder

Annexure- V

Declaration w.r.t. Details of Issue

(To be submitted on the Letter Head of the Bidder)

To,

The Dy. General Manager
HO: Law Division
Punjab National Bank
New Delhi- 110075

Dear Sir/ Madam,

Sub: Request For Proposal - for engagement of Legal Adviser(s) for raising equity capital through Qualified Institutions Placement (QIP)/ Follow on Public Offer (FPO)/Other Permitted Modes

With reference to the captioned RFP, we confirm that our organization has handled at least two (2) successful domestic equity issues (initial Public Offer/ or Follow on Public Offer/ QIP (Qualified Institutional Placement) with single ticket size of Rs. 3000/- Crore or more through IPO/FPO/QIP etc. during the period from 1st April 2019 to 31.12.2023, in Banking Sector.

The details of the Issues are as under:

Name of the Entity	Sector	Type of Issue (IPO/FPO/QIP etc.)	Issue Size	Date of issue	Type of Issue	Amount (Rs. in Crore)

Note: Please furnish the details/copies of the respective Offer Documents (relevant pages), where the name of the Bidder is mentioned or extracts of the relevant print-outs of Prime Database.

Yours
faithfully,

Date:

Place:

Signature
Name of the authorized signatory
Designation
Email Address
Telephone and Mobile No.
Stamp of the Bidder

Declaration

(To be submitted on a non-judicial stamp paper of Rs.100)

To,

**The Dy. General Manager
HO: Law Division
Punjab National Bank
New Delhi- 110075**

Dear Sir/ Madam,

Sub: Request For Proposal – for engagement of Legal Adviser(s) for raising equity capital through Qualified Institutions Placement (QIP)/ Follow on Public Offer (FPO)/Other Permitted Modes

With reference to the captioned RFP, we certify the following:

- i. Our organization has not been prohibited by any Regulatory Authority in offering such services (Legal Advisory services provided/offered by the Bidders in terms of the RFP).
- ii. Our organization has not been blacklisted/debarred by any PSU, Central or State Govt. Undertaking in the past.
- iii. No action has been initiated against our organization by SEBI/CVC/RBI or any other Govt./Statutory Authorities with regard to any financial irregularities.

Yours faithfully,

Date:

Place:

Signature

Name of the authorized signatory

Designation

Email Address

Telephone and Mobile No.

Stamp of the Bidder

**Declaration w.r.t Order No. F.NO.6/18/2019-PPD dated 23rd July 2020 issued
by Government of India**

(To be submitted on a non-judicial stamp paper of Rs.100)

To,

**The Dy. General Manager
HO: Law Division
Punjab National Bank
New Delhi- 110075**

Dear Sir/ Madam,

Sub: Request For Proposal - for engagement of Legal Adviser(s) for raising equity capital through Qualified Institutions Placement (QIP)/ Follow on Public Offer (FPO)/Other Permitted Modes

With reference to the captioned RFP, we certify that:

As per the Order No. F.NO.6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance, Government of India, Department of Expenditure, Public Procurement Department, our organization is not from a country which shares a land border with India.

OR

As per the Order No. F.NO.6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance, Government of India, Department of Expenditure, Public Procurement Department, our organization being from a country which shares a land border with India is registered with the Competent Authority, i.e., Registration Committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT) of Government of India. A copy of registration certificate is enclosed.

Yours faithfully,

Date:

Place:

Signature

Name of the authorized signatory

Designation

Email Address

Telephone and Mobile No.

Stamp of the Bidder

Proposal Form
(To be submitted on the Letter Head of the Bidder)

Date: _____

To,

**The Dy. General Manager
HO: Law Division
Punjab National Bank
New Delhi- 110075**

Sir,

Request For Proposal - for engagement of Legal Adviser(s) for raising equity capital through Qualified Institutional Placement (QIP)/ Follow on Public Offer (FPO)/Other Permitted Modes

Having examined the RFP Document, we the undersigned, agree to offer our services for raising equity capital through Qualified Institutions Placement (QIP)/Follow on Public Offer (FPO)/Other Permitted Modes in conformity with the requirements mentioned in the said RFP document.

We undertake, if our bid/Proposal is accepted, to carry out the work as per the Scope of Work and in accordance with the time frames specified in the RFP document.

We confirm that the information submitted by us in our Bid/Proposal is true and correct. We agree to abide by the Bid/ Proposal.

We declare that we have not made any alterations/changes whatsoever in the RFP terms and conditions and we are fully aware that in the event of any change, the RFP document maintained at the Bank will be treated as authentic and binding and the Bid/Proposal submitted by us will be liable to be rejected by the Bank in the event of any alteration made in the RFP document.

We undertake that, in competing for and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988". We shall ensure compliance of CVC guidelines issued or to be issued from time to time.

We understand that Bank is not bound to accept our request for participation in the process or bound to accept our bid, or give any reason for rejection of any bid. We also agree and confirm that we will not claim any expenses incurred by us in preparing

of response to the RFP Document and that Bank will not defray any expenses incurred by us in proposal.

We undertake not to form any cartel which may curtail the competition and hinder transparency of the entire process.

We are also aware that Bank has also right to re-issue/re-commence the bidding process, to which we do not have right to object and have no reservation in this regard. The decision of Bank in this regard shall be final, conclusive and binding upon us.

Yours faithfully,

Date:

Place:

Signature

Name of the authorized signatory

Designation

Email Address

Telephone and Mobile No.

Stamp of the Bidder

Technical Bid – Information**(To be submitted on the Letter Head of the Bidder)**

Request For Proposal - for engagement of Legal Adviser(s) for raising equity capital through Qualified Institutional Placement (QIP)/Follow on Public Offer (FPO)/Other Permitted Modes

Name of the Bidder	
Address of Registered Office	
Country of Incorporation	
Telephone/Mobile and Fax number	
Name and designation of the person authorized to submit the Proposal	
Date of incorporation of the Bidder	
E-mail address	
Presence/locations of Offices in India and Other Countries	
References of few clients	Name- Address- Designation- Contact Phone Numbers- E-mail id:

Yours faithfully,

Date:

Place:

Signature**Name of the authorized signatory****Designation****Email Address****Telephone and Mobile No.:****Stamp of the Bidder**

Annexure X

(To be submitted on the Letter Head of the Bidder)

Details of the Core Team for the proposed Assignment

Sr. No.	Name	Designation	Experience [in number of years]	No. of Issues Handled [IPO/FPO/QIP, etc.]	Proposed role in the Team

Please also provide Experience Details of Persons who will be the Core Team for the proposed assignment including CVs of all Key Professionals who would be entrusted with this assignment (if awarded by the Bank) and an undertaking regarding their availability for the duration specified in the RFP. Bidders may furnish additional details, if any.

Yours faithfully,

Date:

Place:

Signature

Name of the authorized signatory

Designation

Email Address

Telephone and Mobile No.:

Stamp of the Bidder

Annexure XI**(To be submitted on the Letter Head of the Bidder)****Details of Domestic Equity Capital issues of Banking entities**

Sr. No.	Name of the Issuer	Type of Issue [IPO/FPO/QIP, etc.]	Issue size [Rs. In Crore]	Period of Issue				
				01.04.2019 to 31.12.2019	01.01.2020 to 31.12.2020	01.01.2021 to 31.12.2021	01.01.2022 to 31.12.2022	01.01.2023 to 31.12.2023
Total								

Details of Actual Funds Mobilized in the issues (Banking Sector) during the period 01.04.2019 to 31.12.2023

Name of the Issuer	Date of Issue	Type of Issue (IPO/QIP/FPO etc.)	Total Issue Size [Rs. In Crore]	Amount Mobilized [Rs. In Crore]	% of amount mobilized
Total					

Yours faithfully,

Date:

Place:

Signature**Name of the authorized signatory****Designation****Email Address****Telephone and Mobile No.****Stamp of the Bidder**

Annexure – XII

Checklist of Documents to be submitted along with the Bid

Sr. No.	Particulars	Documents Required	Documents Submitted by the Bidder (please mark tick)	Documents verified by the Bank
1.	RFP	All pages of RFP document duly signed and stamped by the Authorized Signatory		
2.	Authority Letter	Authority Letter in favour of person signing the bid document.		
3.	Letter of Consent	As per Annexure- IV		
4.	Undertaking	As per Annexure- I		
5.	Constitutional Documents	Certificate of Incorporation, Copy of Articles and Memorandum of Association/Partnership deed or Proprietorship Deed, as applicable. In case of Articles/Memorandum of Association, the scope must indicate Merchant Banking services as business of the firm / company.		
6.	GST and PAN Details	Certified Copy of GST (if applicable) and PAN Card		
7.	Declaration(s)	As per Annexure- V, VI & VII		
8.	Proposal Form	As per Annexure-VIII		
9.	Technical Bid Information	As per Annexure-IX		

Sr. No.	Particulars	Documents Required	Documents Submitted by the Bidder (please mark tick)	Documents verified by the Bank
10.	Presence of the Bidder in India and Other Countries	Proof of Address [such as copy of GST of State or UT where Office(s) are located / Utility Bill / other relevant documents] and Details of the team working in the Office(s) and The confirmation letter duly signed by the authorized signatory of the International Law Firm/LA, applicable, be furnished along with the Proposal; in support of their willingness to be a part of the team of the domestic Law Firm/LA.		
11.	Consent letter of International Law Firm			
12.	Experience in handling Domestic Equity Capital Issues (IPO/FPO/QIP, etc.) during the period from 01.04.2019 to 31.12.2023	Details of the Issues as per Annexure-XI to be provided along with a copy of engagement letter/any such communication.		
13.	Experience & Commitment of the Core Team proposed to be assigned for handling the Bank's Issue	Details of the Core Team as per Annexure-XII along with CVs i. Details of the core team that will be handling the proposed issue, their status in the organization, their background, qualification, experience and contact details.		

Sr. No.	Particulars	Documents Required	Documents Submitted by the Bidder (please mark tick)	Documents verified by the Bank
		ii. Quality of deal team and its ability to handle the issues that arise during the transactions. Details of other professionals who would provide backup support may also be indicated separately. An undertaking is also to be given that if during the process, any of the core team members is not available due to resignation, etc., another person of similar qualification and experience would be made available.		
14.	Work handled during the period from 01.04.2019 to 31.12.2023	Invoices raised in respect of issues handled by the Bidder		
15.	Pre-Contract Integrity Pact	As per Annexure-II		
16.	Non-Disclosure Pact	As per Annexure-III		
17.	Proof of Deposit of RFP Cost	-		
18.	Proof of Hash submission	-		
19.	Proof of Payment of EMD/Bank Guarantee	Bank Guarantee (issued by a nationalized/scheduled commercial Bank except PNB) (if BG is submitted in lieu of EMD) as per Annexure-XIII		
20.	Certification of	Self -Certification as per Annexure-		

Sr. No.	Particulars	Documents Required	Documents Submitted by the Bidder (please mark tick)	Documents verified by the Bank
	Local Content	XIV		
21.	Copy of duly ticked checklist	As per Annexure-XII		

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To,

Punjab National Bank
Law Division
Head Office, Punjab National Bank
Plot No. 4, Sector 10,
Dwarka, New Delhi – 110075

In accordance with your bid reference no. _____
Dated _____ M/s _____
constituted under _____ (Name of the Act) having its
registered office at _____
(herein after Called _____ wish to participate in the said bid for RFP.

An irrevocable Financial Bank Guarantee (issued by a nationalized/scheduled commercial Bank) against Earnest Money Deposit/ Performance Bank Guarantee amounting to Rs. _____ Rupees (in words _____) 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 National 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)/ Performance Bank Guarantee amounting to Rs /- _____ Rupees (in words _____) 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 National Bank, the amount Rs. _____ Rupees (in words _____) 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 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 _____, on whose behalf guarantee is issued.

"Not withstanding anything contained herein above our liability under this Bank guarantee shall not exceed Rs _____ Rupees (in words_____).

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_____ hours (Indian Standard Time) 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 _____ 2024 at _____

SEAL & SIGNATURE OF THE BANK

SELF CERTIFICATION OF LOCAL CONTENT

To,

The Dy. General Manager
HO: Law Division
Punjab National Bank
New Delhi- 110075

Dear Sir,

I/ We hereby declare that

M/s meets the
"Local Content" requirement for "Class-I/Class-II Local Supplier", as required by the
Bank in this tender specifications.

"Class-I/Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum "local content" as prescribed for Class-I local supplier as per DPIIT vide OM P-45021/2/2017PP (BE-II) dated 16.09.2020 issued the Public Procurement (Preference to Make in India) Order 2017-revision.

The "local content" requirement to categorize a supplier as "Class-I Local Supplier" is minimum 50% and the "local content" requirement to categorize a supplier as "Class-II local supplier" is minimum 20%.

"Local content" means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Name of the authorized signatory
Designation
Email Address
Telephone and Mobile No.
Stamp of the Bidder

Format of Financial Bid for Legal/ Adviser(s)/ Counsel(s)/ Law Firm	
Name of the Legal Adviser(s)/ Counsel(s)/ Law Firm	
Fees Quote for Legal Adviser(s)/ Legal Counsel (in INR only) excluding GST.	

Note: -

1. The fee quoted by prospective bidder will include the fees of International Law Firm and no extra fees will be paid by the Bank.
2. The fee quoted by the Bidder should be inclusive of out of pocket expenses and all applicable taxes (but excluding GST).