|  |
| --- |
| EXPRESSION OF INTEREST - (EOI) FOR  ENGAGEMENT OF LAW FIRMS FOR SELECT ECM ASSIGNMENTS        EOI ISSUE DATE: 03.06.2024 at 12:00 Noon  LAST DATE FOR SUBMISSION: 30.08.2024, at 05:00 PM, |

No. PNB ISL//Cons/2024-25/EOI Date 03.06.2024

**1. INTRODUCTION:**

PNB Investment Services Limited (PNBISL), incorporated on 2nd of February 2009, is a 100% owned subsidiary of [Punjab National Bank.](http://www.pnbindia.in/) PNBISL derives strength from Punjab National Bank which is one of the largest Nationalized Bank in the country with Pan-India network.

PNBISL is registered with SEBI as a Category- I Merchant Banker and offers Merchant Banking

Services to Corporate, Institutional and Individual clients such as Issue Management for IPO/FPO/OFS/ Right Issue etc, Bond Issuance and other Merchant Banking Services. The company also offers Corporate Advisory Services on debt side including loan syndication advisory, project appraisal, structured finance, Debt resolution advisory, TEV Study, and Merger & Acquisition etc. The trusteeship vertical handles all Security Trustee, Debentures Trustee (Both Listed & Unlisted), AIF Trustee and Share Trustee Assignments.

The range of services include: -

· [Merchant Banking & Issue Management](http://www.pnbisl.com/merchant_banking.aspx)

· [Project Appraisal](http://www.pnbisl.com/project_appraisal.aspx)

· [Corporate Advisory](http://www.pnbisl.com/corporate_advisory.aspx)

· Loan Syndication

· Restructuring

· Placement of Debts/Equity

· Merger & Acquisition

· Debenture Trustee

· Security Trustee

## 1.3 For Respondents Only

The document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”).

## 1.4 Confidentiality

The Invitation document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The Invitation document is provided to the Recipient on the basis of undertaking of confidentiality given by the Recipient to Company. Company may update or revise the document or any part of it. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the document with any officer, employee, consultant, director, agent, or other person associated or affiliated in anyway with Company or any of its customers or suppliers without the prior written consent of Company.

## 1.5 RFP disclaimer

This Request for Proposal containing Annexures and subsequent Addenda and Corrigenda (Herein after called as RFP or tender) has been prepared solely for the purpose of enabling the Company to select a Service Provider for Legal services as per specifications, terms and conditions and scope defined in this RFP (herein after referred as Providing Manpower Services

The bidder will be required to be innovative, capable and would need to extend all their resources and services in order to meet the expectation of the Company towards providing the required services.

This RFP document is not a recommendation, offer or invitation to enter a contract, agreement or other arrangement in respect of the supply and services as per the scope of this RFP.

|  |  |  |
| --- | --- | --- |
| 1. | RFP No. | PNB ISL//Cons/2023-24/EOI/01 |
| 2. | Brief Description of the RFP | Appointment of LAW FIRMS FOR SELECT ECM ASSIGNMENTS |
| 3. | Company’s Address for Communication and submission of Tender | PNB Investment Services Limited, 10 Rakesh Deep building Yusuf Sarai Commercial Complex, Gulmohar Enclave, New Delhi-110049 |
| 4. | Date of issue | 03.06.2024 |
| 5. | Last date & time for submission of Bids | 30.08.2024 |
| 6. | Date and time of Opening of Eligibility and Technical Bid  and Commercial Bid | 03.06.2024 |
| 7. | Contact Person for any clarification | Mr. Mahesh Peswani  Contact Details- 9967587225 |

## 8 Legal Relationship

No binding legal relationship will exist between any of the Bidders and the Company until execution of a definitive legal agreement.

## 1.9 Disqualification

Any form of canvassing/lobbying/influence/cartelization, etc. by the Bidder may result in disqualification of such Bidder

## 1.10 Information Confidentiality

The information contained in this RFP is strictly confidential. The Bidder shall not share this information with any other person/party not connected with responding to the RFP or even with other potential Bidders. The information contained in the RFP or subsequently provided to Bidder(s), whether verbally or in writing by or on behalf of Company shall be subject to the terms and conditions set out in the RFP and any other terms and conditions subject to which such information is provided.

## 1.11 Recipients’ Obligation to Inform Itself

It is the Recipient’s responsibility to conduct all necessary investigation and analysis regarding any information contained in the document and the meaning and impact of that information

## Acceptance of Terms

The purpose of the RFP is to provide necessary information to the potential Bidders, who qualify and intend to submit their response to the RFP. Though the RFP has been prepared with sufficient care and diligence with an endeavour to provide all required information to the potential Bidders, Company acknowledges the fact that the potential Bidders may require more information than what has been provided in the RFP. Accordingly, in such cases, the potential Bidder(s) may seek additional information/clarification required from Company. Company reserves the right to provide such additional information/ clarification at its sole discretion. In order to respond to the RFP, if required, and with the prior permission of Company, each Bidder may conduct their own study and analysis, as may be necessary, at their own cost and expense ensuring they adhere to the timelines mentioned in the RFP. No additional time will be provided to Bidders to undertake any analysis or study.

Company makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the RFP.

Company may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information given in the RFP and specify additional user requirements or cancel the RFP at any time without assigning any reason thereof and without any notice.

While due care has been taken in the preparation of this document, Company will not be held responsible for any inaccuracy in the information provided herein. The recipient of the RFP must apply its judgment, care and conduct its own investigation and analysis regarding any information contained in the RFP document including but not limited to the scope of work, Deliverables and timelines, etc.

It is the Bidder’s responsibility to:

* Properly understand and examine the RFP;
* examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response;
* satisfy itself as to the completeness, correctness and sufficiency of its response;

A recipient will, by responding to the Company’s RFP document, be deemed to have fully read, understood and accepted all the terms as stated in this RFP document.

## 1.15 Liabilities of the Company

This Invitation is not an offer by the Company, but an invitation for Vendor responses. No contractual obligation on behalf of the Company whatsoever shall arise from the invitation process unless and until a formal Purchase Order/Work Order is signed and executed by duly authorized officials of the Company and the select bidder.

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the definitive agreement, without prejudice to the other actions that the Company may take. All the submissions, including any accompanying documents, will become the property of PNBISL.

1. **DURATION OF ENGAGEMENT**

The engagement shall be for a period of One (01) year.

1. **SCOPE OF WORK:**

Description of the envisaged scope is enumerated as under. However, the Company at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

1. **Review of Transaction Documents and Agreement**: Review of draft certificates, undertakings, and all ancillary documentation pertaining to ongoing transaction(s) on behalf of the Client. Undertaking review of draft contractual agreements in ongoing transaction(s) on behalf of the Client, including but not limited to Offer Agreements, Memorandum of Understanding, and agreements with intermediaries such as the Registrar and Transfer Agent (RTA), Letters of Indemnity issued by the RTA, depositories, bankers to the issue, syndicate agreements, and any other substantive documents to be executed between the Client, , the issuer and associated intermediaries in connection with the relevant Transaction.
2. **Assistance in Documentation and Compliance**: Review of the relevant backup documents in transaction(s) and suggest further measures / supporting documentation in relation thereto.
3. **Legal Advisory**- Offer expert advice on request regarding the regulatory compliances required to be adhered to by the Client as a Merchant Banker in the ordinary course of its business operations. Providing oral legal advice, from time to time, on the queries raised by the Client. Providing / reviewing draft responses to be given by the Client to regulatory authorities in relation to notices / communications received.

**5. Eligibility Criteria:**

(1) **Technical Expertise**: Proven track record in handling complex ECM transactions, including IPOs,

FPOs, rights issues, QIPs, and other capital-raising activities.

(2) **Experience:** Extensive experience in working with leading corporates, financial institutions, and other stakeholders in the capital markets.

(3) **Cost Effectiveness:** Competitive fee structures that offer value for money while maintaining high standards of service.

(4) **Regulatory Knowledge:** In-depth understanding of the regulatory landscape governing capital markets in India, including SEBI guidelines, Company Law, and other relevant statutes.

(5) **Reputation:** Strong industry reputation backed by testimonials from previous clients and recognitions from industry bodies.

**6. SUBMISSION OF PROPOSALS:**

The Law Firms should submit their proposal in Form I along‐with documentary evidence and self‐ declaration as required in Form II. Only those who fulfil all the eligibility criteria are eligible to participate in the selection procedure for Empanelment of Manpower service provider.

The Law Firms submitting EOI for participating in the selection process for engagement with PNB ISL shall bear all costs associated with preparation and submission of its proposal. The Consultant should ensure that all the Forms and Annexures should be serially numbered and all pages duly signed by the Authorized Signatory. Any deviation from the prescribed Forms and Annexures will entail the automatic disqualification. However The Law Firms are free to produce any additional evidences or testimonial other than the ones asked for in this EOI which may be relevant.

The engagement of finally selected Law Firm shall be valid for a period of 1 Year, which may be extended further if required, at the discretion of PNB ISL.

1. **TIME - LINE FOR SUBMISSION OF THE PROPOSAL:**

Proposal should be submitted during office hours (10.00 AM to 5.30 PM) but not later than 5:30 pm IST on 30.08.2024, on email ID- **Maheshp@pnbisl.com** as **“Proposal for Law firm”** within the stipulated timeline.

1. **EVALUATION PROCESS:**

The Law Firms must meet all the eligibility criteria as mentioned above point no 5 along with all supporting documents for technical evaluation.

• **Financial Bid Evaluation**:

Successful qualifier of “pre – qualification bid evaluation “will qualify for financial bid evaluation and The Law Firms who will quote the lowest financial bid will be selected.

The Evaluation Committee reserves the right and therefore may waive any minor insufficiency, non-conformity or irregularity in the response to the EOI that does not constitute a significant material deviation provided such waiver does not prejudice or affect the shortlisting of any Consultant. No query shall be entertained from any unsuccessful Bidder by PNB ISL.

1. **CONFIDENTIALITY OF DATA AND DOCUMENTS:**

1. The intellectual Property Rights (IPR) of the data collected as well as deliverables produced for PNB ISL shall remain with PNB ISL.
2. The Consultant engaged, shall utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected

for the purpose of his assignment or during the course of assignment for PNB ISL, without the express written consent of the Company.

1. The consultant shall be bound to return/hand-over all the records of assignment to authorized officer/ authority before the expiry of the contract and before the final payment is released by PNB ISL.

**10. TERMINATION OF ENGAGEMENT:**

PNB ISL reserves the right to terminate the engagement by serving 15 days written notice on the consultant.Termination shall be affected on the day right after the completion of 15 days of delivery of such notice.

**FORM – I**

**FORMAT FOR EOI RESPONSE**

Following details may be furnished by the interested companies:

Note: Separate sheets may be used wherever necessary.

1. Name & Address of the Organisation:
2. Type of Organisation :
3. Name & Designation of the concerned officer to whom all references shall be made :
4. Fax nos / E- Mail ID: 5. Phone nos. / Mobile Nos.:
5. Chief of the Organization :

E-mail Id:

Telephone:

1. **Manpower:** Total No. of Employees/Manpower Strength:

1. Documents to be attached as per Annexure-A
2. **Educational Qualification, Certification & Experience**: Educational Qualification and Experience of the Project Team Members to be furnished.

1. **Additional Information**: Additional information may be provided if any.

1. Name & address of local representative, if any:

|  |  |
| --- | --- |
| Place: | Signature of Party: |
| Date: | Name in Full: |

Designation/Status:

Company Seal:

**Annexure “A”**

**DOCUMENTS REQUIRED TO BE SUBMITTED FOR FULFILLING ELIGIBILITY** **CRITERIA**

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Criteria** | **Documents Required** |
| 1 | The Law Firms should be a consulting firm/company/body registered or incorporated in India. | Certificates of incorporation OR  Registration  Certificates |
| 2 | The Law Firms must have completed/assigned at least five legal consulting work in any of  Government Organization/ PSU / reputed Private  Organisation in last three years from the last date of submission of the EoI. | Copy of Certificates from the client. |
| 3 | The Consultant should not have been blacklisted by any Central /State Govt. /PSU /Autonomous body of the Govt. in last 03 years as on the last date of  submission of proposal | Undertaking on Consultant’s letterhead as per Annexure “B”. |
| 4 | The selected Consultant shall not be allowed to assign the work under this EOI to any other party. | Self-Declaration on  Consultant’s letterhead. |

(On Letterhead of the Agency)

**Annexure “B”**

**Certificate of Authorisation & No Blacklisting**

I son /wife of Shri

am the

Proprietor/Director/Partner/ Authorized Signatory of M/s

and do hereby solemnly affirm and declare as under:

1. That I am the Authorized Signatory of M/s

.

1. That we M/s have not been blacklisted and/or debarred by any Central /State Govt./PSU/ Autonomous body of the Govt. in last 03 years as on the date of submission of the proposal.

In case the above declaration is found to be incorrect or wrong, the contract, if awarded to us, shall be terminated immediately and the Organisation shall be liable to be blacklisted/debarred for future works/contract with PNB ISL. Any such action shall, however, be without prejudice other rights of PNB ISL including indemnifying losses under the law.

The above declarations are given in accordance with Proposal conditions.

(Authorized Signatory)

(Name of the signatory along with seal)

Note: - The signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and shall render the Consultant for disqualification of the Proposal.