



**PSB  
Alliance**  
Transforming Together

**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**EMPANELMENT OF LEGAL CONSULTANT**  
**(RFP Ref. No. PSBA/RFP/LEGAL CNSLT/2025-26/043)**

**Date: 05<sup>th</sup> June 2025**

**PSB ALLIANCE PVT. LTD., UNIT 1, 3<sup>rd</sup> FLOOR, VIOS COMMERCIAL  
TOWER, NEAR WADALA TRUCK TERMINAL, WADALA EAST,  
MUMBAI – 400037**

### Disclaimer

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by the Company or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by the Company, but an invitation for Service Providers' responses. No contractual obligation on behalf of the Company, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of the Company and the Bidder.

PSB Alliance Private Limited (herein after referred to as "Company") invites Proposals from experienced & leading Law Firms (hereinafter also referred to as "Bidder" / "Consultant") with proven capabilities in providing Legal Consultancy Services. For the purpose of this RFP the bidder will be the single point of contact for the Company.

### Schedule of Events and Bid Details

SN.	Description	Information / Requirement
1	RFP Reference No.	PSBA/RFP/LEGAL CNSLT/2025-26/043 Dated 05/06/2025
2	Start Date & Time of issue of RFP	05/06/2025 AT 11:00 Hours
3	Last Date & Time for receipt of queries, if any.	16/06/2025 by 14.00 Hours By mail at psba@psballiance.com
4	Date and place of Pre-Bid Meeting (Offline/online):	<p>17/06/2025 at 12:00 Hours</p> <p>PSB Alliance Private Limited Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East. Mumbai-400 037</p> <p>To receive the link to join the Online Meeting, Bidder has to send request on mail (as given below) on or before 16.06.2025 (16:00 Hours)</p> <p><a href="mailto:psba@psballiance.com">psba@psballiance.com</a></p>
5	Last Date & Time for submission of Bidding Documents	Dated 01/07/2025 till 15:00 PM
6	Place of Submission and opening of Bids	PSB Alliance Private Limited Unit 1, 3 <sup>rd</sup> Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East. Mumbai-400 037
7	Date of Opening of Bids	03/07/2025 at 15:00PM
8	Issued By	PSB Alliance Private Limited
9	Contact Details	<p>Interested Bidders are requested to email their queries to all the email Id's below:</p> <p><a href="mailto:psba@psballiance.com">psba@psballiance.com</a></p>
10	Non-refundable Tender Application Fee	<p>Tender Application fee of Rs. 5,000/- (Rupees Five Thousand only) is to be submitted on or before the bid response submission by way of a Demand Draft favoring PSB Alliance Pvt. Ltd. payable at Mumbai OR NEFT as per the detailed below:</p> <ul style="list-style-type: none"> <li>Payee Name: PSB Alliance Private Limited,</li> <li>A/c No.: 41204656705</li> <li>IFSC Code: SBIN0001821</li> <li>Account Type: Current A/C</li> </ul> <p><b>Note – Application without tender fees will not be considered.</b></p>
11	Earnest Money Deposit	INR 1,00,000/- (Rupees One Lakhs only) Validity period- Valid for a period of 1 year with a claim period of 12 months

12	Performance Bank Guarantee Guarantee to the Company, issued by any scheduled	Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand) The selected Bidder shall be required to provide a Bank commercial, valid for the tenure of 3 years plus a claim period of 12 (twelve) months from the date of execution of the contract / SLA as per Annexure 10.
13	Terms of Payment	Payment shall be made on invoice raised at a defined frequency.
14	Publication	<p>The document can be downloaded from the following website.  <a href="https://www.psballiance.com/tenders-and-notices.html">https://www.psballiance.com/tenders-and-notices.html</a>.</p> <p>Any amendments, modifications, Pre-Bid replied &amp; any communication etc. shall be uploaded on the above-mentioned website. No individual communication will be sent to the individual bidder. The PSB Alliance reserve the right to Cancel or postpone the tender at any stage without assigning any reason whatsoever.</p>
15	<p>The physical Commercial Bids must be submitted in a sealed envelope, enclosing a numbered file/folder. All the pages submitted should be serial numbered. The bids should be accompanied with separate envelope. The Bid Documents should be properly tagged in serial order with details of annexures, if any.</p> <p>The information and documents provided by the bidders in response to this RFP shall become the property of PSB Alliance and will not be returned.</p>	

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## 1. Introduction

Considering the need and the potential of consolidating common IT and business services for all Public Sector Banks (PSB's) it was felt to create a separate umbrella entity named "PSB Alliance Pvt. Ltd."

PSB Alliance Private Limited (previously known as CORDEX India Private limited, an IBA initiative for Operational Risk loss Data Exchange which is promoted by Banks and incorporated in 2010), a Company incorporated under the Companies Act, 1956 is a Non-Government Company and registered at Registrar of Companies, Mumbai (hereinafter also referred to as "PSB Alliance / the Company").

The Company which has been created by the Public Sector Banks (PSBs) as its members, will act as an intermediary for all the PSBs to cater to the common business, IT and operational needs of its member Banks. The Company will also create common applications/platform by drawing on the experience and inputs from these Banks and take advantage of the combined Scale of operations. This will help the PSBs to lower their cost of acquiring new business platforms/technologies and at the same time will benefit their customers to have access to the latest technology coupled with standard robust processes.

## 2. Project Objective

PSB Alliance intends to empanel Legal Consultants for various initiatives that it undertakes from time to time. Currently the Company is in the process of procuring various IT platforms and service providers for some common initiatives across its Member Banks. The Company is therefore looking at empaneling reputed law firms to assist the Company in legally vetting / reviewing RFP / EOI documents, providing inputs to legal queries raised by bidders, formulating master agreements and providing any legal assistance or guidance that the Company may require from time to time for various activities that the Company undertakes on behalf of its member banks. Accordingly, as and when the need for legal services arises for PSB Alliance, an enquiry with the detailed scope, deliverables, timelines, evaluation methodology and payment terms for the particular initiative will be sent to the empaneled Law Firms and quotations / bids will be invited from them. The lowest commercial bid received from the empaneled law firms for the given requirement will determine the successful legal consultant for the respective work. The Company depending on the nature of the legal engagement may also make it Techno Commercial. The detailed evaluation methodology for each legal engagement will be intimated to the empaneled bidders in writing. Any deviations mentioned in the bid will not be considered and evaluated by PSB Alliance. PSB Alliance reserves the right to reject the bid, if bid is not submitted in proper format as per the RFP.

### 3. Scope of Work

#### 3.1 Detailed Scope of Work

The general scope of work to be performed by the selected bidder is outlined below. The below scope is indicative. Any activity/service which forms a part of Legal Consulting but not explicitly mentioned in scope of work of this RFP, would form part of this RFP and accordingly the successful Bidder is expected to provide the same to PSB Alliance, during the contract period. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure that the same is delivered to PSB Alliance. PSB Alliance will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP. Further, PSB Alliance's internal documents or other related documents, various processes are not allowed to be carried out of the PSB Alliance's Premises. The bidder has to ensure confidentiality in respect of the same is maintained at all times.

A broad list of activities includes:

- Legal vetting / review of RFP / EOI documents
- Responding to legal queries of bidders or any other queries that the Company may have from time to time
- Drafting /formulating of master service level agreements / contracts
- Participating in contract negotiations
- Drafting / formulating addendums to contracts
- Assistance in contract novation including formulating the contract
- Providing legal assistance and guidance to the Company on any queries / matters referred in the best interest of the Company
- Ensuring the advice provided is compliant to the Law of the Land and is in the best interest of the Company
- Defend lawsuits, administrative claims or other legal claims
- Briefing on regulatory guidelines applicable to PSBA on regular basis.
- Other Legal services as needed.

The empanelment would be on nonexclusive basis and the Company would be free to engage services of other Law Firm, Legal Counsel / Advocate for providing legal services regarding any matter.

The work/assignment will be communicated to the Law Firm in writing by email/letter by an authorized official of the Company. However, in urgent and emergent situations the Law Firm should be available for providing verbal legal advice on phone, within a reasonable period.

### 3.2 Contract Duration

Period of empanelment will be for three years. No interim enquiries will be entertained. The decision taken by PSB Alliance shall be final and no representation or correspondence shall be entertained.

### 4. Eligibility Criteria

#	Eligibility Criteria	Supporting Documents
1	The Consultant should be a company registered under Companies Act, 1956 / 2013 / LLP Act, 2008/ partnership / proprietorship firm, in India and operating in the field of legal advisory for at least 10 years as on the date of RFP. The bidder should not be individual/ HUF etc.	A write up about the Bidder's, its standing and past work done. (Not exceeding 2 pages). A copy of the Registration Certificate or any other valid certificates issued by Registrar of Companies / firms (if applicable) and full address of the registered office.
2	The Company / firm should have at least 1 partner / director with a minimum of 10 years of experience in legal advisory engagement with Banks / Financial institutions. The Partner / director should have provided legal advisory services for IT contract formulation / review for Banks / Financial institutions in India.	CV along with self-declaration for the experience.
3	The Bidder should have an average annual turnover of Rs. 5 Crores per year during the last three financial years (2022-23, 2023-24 & 2024-25)	Copy of Audited Annual Financial Statement for each of the last 3 financial years (2022-23, 2023-24 & 2024-25)
4	The Bidder should be profitable in each of the last three financial years (i.e., 2022-23, 2023-24 & 2024-25)	Copy of Audited Annual Financial Statement for each of the last 3 financial years (2022-23, 2023-24 & 2024-25)
5	The Bidder should not have been blacklisted by (the Central / any of the State Governments or any Financial Institutions in India as on date of RFP submission) any bank / institution in India.	Self-declaration to this effect on the Bidder's letter head should be submitted. Bidder has to submit a Declaration in the format as mentioned in the Annexure – VII.



#	Eligibility Criteria	Supporting Documents
6	The Bidder should have an office in Mumbai with at least 10 team members and a Senior Partner located and based in Mumbai.	Self-declaration to this effect on the Bidder's letter head should be submitted along with the Mumbai office address along with details of the Senior Partner located in the Mumbai office.
7	The Bidder should be prime bidder and no consortium is allowed for the services to be offered	Undertaking to be submitted
8	The Bidder should have provided legal consultancy for formulation of IT contracts for Scheduled Commercial Banks or their wholly owned subsidiaries in India	Self-declaration on the bidder's letter head mentioning the work done, name of the Bank/subsidiary(ies) and contact details of the Bank officials. The Company may choose to verify the claims made by the Bidder and if the claims made are found to be false then the bidder will be rejected.
9	The bidder should have acted as a legal consultant /counsel for at least 2 large transactions (100 crores and above) for Scheduled commercial banks in India.	Self-declaration on the bidder's letter head mentioning the work done, value of the transaction, name of the Bank and contact details of the Bank officials. The Company may choose to verify the claims made by the consultant and if the claims made are found to be false then the bidder will be rejected.
10	The bidder should have neither failed to perform on any agreement during the last three years, as evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder.	A self-declaration to be furnished by the Bidder on the Bidder's letter head signed by the authorized signatory for the same.

**Note:**

1. Non-compliance of any of the above criteria would lead to direct rejection of The Bidder.
2. The Bidder are expected to note that they should submit sufficient documentary evidence to ensure they comply with the criteria specified in the table above.
3. Scheduled commercial banks specified above do not include RRB's and cooperative Bank.
4. The Company reserves the right to make independent enquiries regarding the veracity of the claims made by The Bidder regarding their eligibility. During the entire process in case, it is

found that The Bidder does not fulfill the requisite criteria, or ceases to fulfill any one or more of the criteria prescribed herein, or has given any false or misleading representation /declaration about its eligibility, the Company shall be at liberty to forthwith terminate further engagement with such bidder at whatsoever stage the process might be without any notice and also initiate such legal action against The Bidder as deemed appropriate.

#### **4.1 Important Instructions**

1. The Consultant should ensure submission of all the required documents in support of eligibility criteria.
2. All empaneled Bidders will need to enter into a contract with the Company.

#### **4.2 Disclaimer**

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that a Bidder may require.

This RFP document may not be complete in all respects, and it is not possible for PSB Alliance and their employees to consider the business / investment objectives, financial situation, and particular needs of each Bidder, who reads or uses this RFP document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP document and wherever necessary they should obtain independent advice from appropriate sources. PSB Alliance and its employees make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the RFP document. PSB Alliance may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

No contractual obligation on behalf of PSB Alliance, whatsoever, shall arise from the RFP process unless and until a formal Contract is signed and executed by duly authorized officers of PSB Alliance and the finally selected Bidder.

The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or published in the PSB Alliance's website. It is also understood and agreed by the Bidder/s that decision of the PSB Alliance regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained. PSB Alliance reserves the right to amend, modify, vary, add, delete, accept or cancel, in part or full, any condition or specification of all proposals / orders / responses, without assigning any reason thereof. PSB Alliance reserves the right at the time of award of contract to increase or decrease, the scope of work or other terms and conditions.

Notwithstanding anything contained in the RFP Document, PSB Alliance reserves the right to accept or reject any response and to annul the process and reject all responses at any time prior

to execution of the agreement with the Bidder to whom the contract is finally awarded, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's decision. PSB Alliance reserves the right to cancel the entire process at any stage at its sole discretion without assigning any reason thereof.

It shall be the duty and responsibility of the Bidders to ensure themselves about the legal, statutory and regulatory authority, eligibility and other competency of them to participate in this RFP and to provide any and all the services and deliverables under the RFP to PSB Alliance. An undertaking should be submitted by the bidder to this effect.

Response to the RFP does not guarantee that the assignment will be awarded to the Bidder(s). Company reserves the right to select eligible vendors at its sole discretion.

PSB Alliance reserves the right to terminate the RFP process at any time and makes no commitments, either implied or otherwise, that this process will result in a business relationship with any bidder or any Shortlisted Bidders.

PSB Alliance reserves the right at any time, in its sole discretion, to accept any or all responses in whole or in part, negotiate with any bidder, or cancel this RFP (in part or in its entirety) in the event the Company determines that it is in its best interest to do so.

## **5. Evaluation of Bids**

PSB Alliance will scrutinize the Bids received to determine whether they are complete in all respect as per the requirement of RFP, whether the documents have been properly signed and whether items are offered as per RFP requirement, whether documentation as required for evaluation the offer has been submitted. PSB Alliance may, at its discretion, waive any minor non-conformity or any minor irregularity in the bid which does not constitute a material deviation. PSB Alliance's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and PSB Alliance reserves the right for such waivers.

The Bidders shall be empaneled based on the Eligibility Criteria given in Section 4 the RFP.

Bids of only those Bidders who have been found to be in conformity of the eligibility terms and conditions during the evaluation would be shortlisted for empanelment. The Bidders who do not meet the eligibility criteria and all terms during evaluation will not be taken up.

PSB Alliance may use the services of external consultants/Advisors for technical evaluation. The bidders may be called upon for making a presentation to PSB Alliance.

Period of empanelment will be for two years. The short-listed applicants will be notified in due course. No interim enquiries will be entertained. The decision taken by PSB Alliance shall be final and no representation or correspondence shall be entertained.

Eligibility shall be evaluated by PSB Alliance. PSB Alliance reserves the right to reject any and/or

all proposals submitted without assigning any reason. PSB Alliance reserves the right to seek clarification of any information contained in a proposal submitted, or to hold discussions, but is not obligated to do so. A bid determined as not substantially responsive will be rejected by PSB Alliance and may not subsequently be made responsive by the bidder by correction.

PSB Alliance's decision in this regard shall be final & binding and no further discussion/interface will be held with the bidders whose bids are disqualified / rejected.

## 6. Terms of Reference

### 1. Definitions:

**Bidder:** Bidder is defined as the Bidder providing the response to this RFP

**Selected/ Empaneled Bidder:** Shortlisted/ Empaneled bidders who are finally selected and will be contracted with the Company to provide the legal consultancy services.

### 2. Permitted Options:

Bidder response should be as a single Bidder proposing its own consultancy services. Consortiums are not allowed.

### 3. Conditions:

The Bidder should take overall responsibility for all the deliverables as part of this RFP response. Bidders have to comply with the Eligibility Criteria & list of supporting documents mentioned in the RFP.

Bidder also needs to provide:

- Client contact details i.e., Person Name, Contact Numbers, e-mail and year of providing consultancy services. Company may take the feedback from the references as per Company's discretion.
  - The Bidder Experience gained by doing sub-contracting work and/or by providing manpower will not be considered as valid experience.
4. The Bidder must furnish the names and details of the vendor by whom the project will be carried out.
  5. The Bidder will be the single point of contact/reference to the Company. The Company will enter into agreement with the Empaneled Consultants.
  6. The Bidder for this RFP can submit only one response.
  7. The Bidder should submit a detailed summary of the understanding of the Company's requirements as per this RFP, Bidder's capabilities including past experience & methodology of implementation (Max.10 Pages).

## 6.1 General Terms & Conditions

1. Only the Bidders who have complied with the Eligibility Criteria (Section 4 Eligibility Criteria table) will be shortlisted for further evaluation
2. The Company reserves the right to accept / reject any or all Proposals to RFP received in response to this advertisement without assigning any reasons, whatsoever at any stage of the process without any liability whatsoever.
3. Company reserves the right to remove any shortlisted Bidder or all shortlisted Bidders without assigning any reason whatsoever. The decision taken by the Company shall be final and no representation or correspondence in this regard shall be entertained.
4. By responding to the RFP, the Bidders are stating unconditional acceptance of the terms and conditions as laid out by the Company in the RFP.
5. RFP responses received after the deadline at the address mentioned will not be accepted by PSB Alliance and hence Bidders are advised to submit their responses within the stipulated time and no excuses / reasons for delay will be accepted by the Company
6. Company will notify the Respondents in writing about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Company is not obliged to provide any reasons for any such acceptance or rejection.
7. Any form of canvassing/lobbying/influence/query regarding shortlisting, status etc. may lead to a disqualification of the Bidder.
8. The Company reserves the right to vary the time frame at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Any variation in time frame shall be displayed on the website of the company.
9. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Company reserves the right to change the aforementioned timelines.
10. Unless expressly overridden by the specific agreement to be entered into between the Company and the Bidder, the RFP document shall be the governing document for arrangement between the Company and the Bidder in the interim.
11. Preliminary Scrutiny – The Company will scrutinize the RFP response to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Company may, at its discretion, waive any minor non-conformity or any minor deficiency in the RFP response. This shall be binding on all Bidders and the Company reserves the right for such waivers and the Company's decision in the matter will be final.
12. Clarification of RFP response – To assist in the scrutiny, evaluation and comparison of offers, the Company may, at its discretion, seek from all or any Bidder for clarification of their offer. The Company has the right to disqualify the Bidders whose clarification is found not suitable to the proposed project.
13. Erasures or Alterations – The RFP response containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the RFP response.
14. Bidder presentation – Bidders may be required to make presentations to the Company, as part of the evaluation process. The detailed agenda, presentation duration, date, time and

location will be intimated separately to all the eligible bidders. The claims and representation made, as well as the assurances given by the Bidder during their presentation shall be deemed to be part of the RFP response of the respective Bidder.

15. If the Company is not satisfied with the technical proposal as specified in the RFP document and observes major deviations, the Bidder will have to submit the clarification within 3 working days from the day it was conveyed to the Bidder regarding the same.
16. The Company reserves its right to modify, clarify or elaborate any clause, or portion of this RFP, or terms and conditions given in this RFP in the event a need is felt for the same to bring clarity about the purpose of this RFP, or to remove /clarify any doubt, discrepancy or clerical error in this RFP and decision of the Company shall be final and binding on all concerned.

## 6.2 Earnest Money Deposit (EMD)

The Bidder(s) must submit a non-interest-bearing Earnest Money Deposit in the form of Bank Guarantee favoring “PSB Alliance Private Limited” from a scheduled commercial bank in India (as per the format provided in Annexure 10 valid for a period of 1 year with a claim period of 12 months for an amount mentioned hereunder:

EMD Amount
INR. 1,00,000.00 (Rupees One Lakh Only)

- i. Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of Unsuccessful Bidders will be returned to them within 3 weeks on completion of the on-boarding of the Bidder. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee (as per the format provided). The EMD shall be in the form of Bank Guarantee (as per Annexure-11). OR NEFT as per the detailed below:
  - Payee Name: PSB Alliance Private Limited,
  - A/c No.: 41204656705
  - IFSC Code: SBIN0001821
  - Account Type: Current A/C
- ii. It should be issued by a Scheduled Commercial Bank in India, drawn in favor of “PSB Alliance Private Limited”.
- iii. The EMD may be invoked under the following circumstances:
  - a. If the Bidder withdraws its bid during the period of bid validity (180 days from the date of reverse auction).
  - b. If the Bidder makes any statement or encloses any form which turns out to be false,

- incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. The Bidder violates any of the provisions of the terms and conditions of this tender specification.
  - d. In case of the successful Bidder, if the Bidder fails:
    - To sign the contract in the form and manner to the satisfaction of Banks/Company.
    - To furnish Security Deposit in the form and manner to the satisfaction of the Banks/Company within the stipulated time.
    - If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Company, in future, as per sole discretion of the Company.
    - It should be issued by a Scheduled Commercial Bank in India, drawn in favor of "PSB Alliance Private Limited".
    - The EMD may be invoked under the following circumstances:
  - e. If the Bidder withdraws its bid during the period of bid validity (180 days from the date of reverse auction).
  - f. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
  - g. The Bidder violates any of the provisions of the terms and conditions of this tender specification.
- iv. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Company, in future, as per sole discretion of the Company.
  - v. As per recommendations of GOI, the Company has decided to waive off Tender Fee & EMD for MSME entrepreneurs. Exemption from submission of Tender Fees & Earnest Money Deposit (EMD) shall be given to Bidders who are Micro, Small & Medium Enterprises (MSMEs) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum/ Udyam Registration (as applicable) or any other body specified by Ministry of MSME. Bids received without EMD from Bidders not having valid NSIC registered documents for exemption will not be considered. To qualify for Tender Fees & EMD exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for EMD exemption. Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD. MSME Bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Company, they will be



suspended for a period of three (03) years from being eligible to submit bids for contracts with the Company.

### **6.3 Performance Bank Guarantee**

1. The Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand) for the entire period of the contract including claim period of 12 (twelve) months and such other extended period as PSB Alliance may decide for due performance of the project obligations with validity starting from its date of issuance. The PBG shall be submitted within 30 days of issuance of the PO.
2. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
3. The PBG should be of that of scheduled commercial Bank.
4. The PBG applicable must be duly accompanied by a forwarding letter issued by the issuing Company on the printed letterhead of the issuing Company. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Company Authorities) is required to mention the Power of Attorney number and date of execution in his/her favor with authorization to sign the documents.
5. Each page of the PBG must bear the signature and seal of the BG issuing Company and PBG number.
6. In the event of the Successful Bidder committing a material breach of the terms and conditions of the contract, the Company shall provide a cure period of 30 days and thereafter invoke the PBG.
7. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Company shall provide a cure period of 30 days and thereafter invoke the PBG, if required.
8. Notwithstanding and without prejudice to any rights whatsoever of the PSB Alliance under the contract in the matter, the proceeds of the PBG shall be payable to the PSB Alliance as compensation by the Successful Bidder for its failure to complete its obligations under the contract. PSB Alliance shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Successful Bidder is in default.
9. PSB Alliance shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him due to collusion, misconstruction or misstatement.
10. The PBG may be discharged/ returned by the PSB Alliance upon being satisfied that there has been due to performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.



## 6.4 Shortlisting Procedure

1. Only those Bidders who are eligible as per Section 4 Eligibility criteria will be taken forward for Shortlisting/ Empanelment. Bidders have to submit their response as per the format and with documents detailed in checklist as in Section 6.6.
2. If at any time it is found that information provided in the response for shortlisting is false / incorrect, the Company may at its discretion disqualify such Bidder/s from the shortlist without giving any notice.

## 6.5 Instructions to the Bidders

1. The response should be submitted in a structured format as per the checklist appended and it should be paginated. Each page of the application should be signed by person/s on behalf of the organization having necessary authorization / Power of Attorney to do so, duly affixing the company seal. Copy of Power of Attorney or Authorization Letter from the company should be furnished along with the RFP Response.
2. A pre-bid meeting of the intending Bidders will be held at 03:00 PM on 17<sup>th</sup> June 2025 at PSB Alliance Private Limited, Unit 1, 3<sup>rd</sup> Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East, Mumbai to clarify any point/doubt raised by them in respect of this RFP. No separate communication will be sent for this meeting. All communications regarding points requiring clarifications and any doubts shall be given in writing/ e-mail to the Contact persons mentioned elsewhere in this document by the intending bidders on or before 16<sup>th</sup> June 2025 2:00 PM as per the pre-bid query format in Annexure 8. No queries will be entertained after pre-bid meeting. Authorized representative of interested bidders shall be present during the scheduled time. The Company shall clarify the queries during the pre-bid meeting and replies along with the queries shall be uploaded in the Company's website and no individual correspondence shall be made. No individual consultation shall be entertained.
3. The sealed envelope containing the response to RFP along with the required documents shall be super scribed on the top of the envelope with **"Request for Proposal (RFP) for Empanelment of Legal Consultants vide Tender No. PSBA/RFP/LEGAL CNSLT/2025- 26/043 dated 05<sup>th</sup> June 2025"**. The RFP response should be dropped in the Tender Box kept at PSB Alliance Private Limited, Unit 1, 3<sup>rd</sup> Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East, Mumbai, on or before 03:00 PM, 01<sup>st</sup> July 2025. The response to the RFP should be addressed to:

Kunal Moorthy  
AVP - HR  
PSB Alliance Pvt. Ltd.  
Unit 1, 3rd Floor, VIOS  
Commercial Tower, Near  
Wadala Truck Terminal,  
Wadala East, Mumbai,  
Mumbai- 400037

Only those bids which are deposited in the tender box within the stipulated time mentioned above will be considered for opening.

4. The response will be opened in the presence of the Bidders, who may be present, at 03:00 PM on 03<sup>rd</sup> July 2025 at PSB Alliance Private Limited, Unit 1, 3<sup>rd</sup> Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East, Mumbai. The Bidder's authorized representative may be present during the response opening at our office address mentioned above well in time along with the authorization letter from the company as per Annexure 5. The Bidders may note that no further notice in this regard will be given and in case Bidder/s fail to be present on the day of the response opening, it will be deemed that Bidder is not interested in participating in the response opening process and Company shall proceed with opening of the RFP responses. Further, in case the Company does not function on the aforesaid date due to unforeseen circumstances or Holiday, then the RFP response will be accepted up to 03:00 PM on the immediate next working day and RFP responses will be opened at 03:00 PM at the same venue on the same day.
5. The Bidder shall bear all the costs associated with the preparation and submission of their bid and PSB Alliance will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
6. Receipt of the bids shall be closed as mentioned in the bid schedule. Bids received after the scheduled closing time will not be accepted by PSB Alliance.
7. The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
8. The bidder is expected to examine all instructions, annexures, 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 respect will be at the bidder's risk and may result in rejection of the bid.
9. No rows or columns of the RFP should be left blank. Offers with insufficient information are liable to rejection.
10. The bid should contain no interlineations, erasures or over-writing except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.
11. If deemed necessary, PSB Alliance may seek clarification on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
12. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
13. The Bidder must provide specific and factual replies to the points raised in the RFP.
14. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

15. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder.
16. All the envelopes shall be addressed to PSB Alliance and deliver at the address given in this RFP and should have name and address of the Bidder on the cover.
17. If the envelope is not sealed and marked, PSB Alliance will assume no responsibility for the Bid's misplacement or its premature opening.
18. PSB Alliance's decision on opening and further processing of bids, irrespective of minimum number of bids received in the bids, will be final and binding.
19. No offer can be modified or withdrawn by a bidder after submission of RFP response.
20. The Company may modify the RFP by issuing addenda for any reason, at any time prior to final date of submission of response to RFP. Any addendum to RFP shall be part and parcel of original RFP document. The addenda shall be uploaded in the Company's website and the same will be binding on the Bidders.
21. During the process of scrutiny, evaluation and comparison of offers, the Company may, at its discretion, seek clarifications from all Bidders/any of the Bidders on the offer made by them. The request for such clarifications and the Bidder's response will necessarily be in writing and it should be submitted within the time stipulated by the Company.
22. Bidders have to submit the softcopy of RFP response in a Pen-Drive, which is super scribed as "Request for Proposal (RFP) for Empanelment of Legal Consultants in response to RFP PSBA/TENDER/LEGAL CNSLT/2025-26/043 dated 05<sup>th</sup> June 2025". In case of any mismatch between the softcopy and hardcopy of the RFP response, the hardcopy of RFP response will be treated as valid response and relied upon.
23. Jurisdiction of the Court - The jurisdiction of the Court is Mumbai
24. Confidentiality of the Document - This document is meant for the exclusive purpose of bidding as per the terms, conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
25. The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.
26. Language of Bid – The language of the bid response and any communication with the PSB Alliance must be written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

## 6.6 Checklist

Interested Bidder/s conforming to the above requirements may respond to the RFP and submit their response along with the following:

1. Covering Letter Format as per Annexure 1
2. Compliance to Scope of Work & Terms and Conditions as per Annexure 2
3. Bidder Profile as per Annexure 3
4. Summary of the understanding of the Company's requirement by the Bidder as described above in Terms of Reference (Maximum 10 pages)
5. List of Bidder's major customers as per Annexure 4
6. Soft Copy of RFP response in a Pen drive
7. Compliance to Eligibility Criteria as per Annexure 6
8. All other documents to support the eligibility criteria like audited balance sheet, PL account etc.
9. Copy of Power of Attorney or Authorization letter from the Company for the Authorized signatory.
10. Undertaking as per Annexure 7
11. RFP opening authorization letter format to be brought at the time of opening of RFP, as per Annexure 5
12. **Retainership – PSBA has the option to engage a retainer firm for which application has to be given as per Annexure 7.11**
13. Tender fees of Rs. 5,000/- is to be paid as outlined in page no.3, serial no. 10

All RFP responses should be arranged in the above serial order and submitted.

## 7. Annexures

### 7.1 Annexure 1: Covering Letter Format

Date:

To,

AVP - HR

PSB Alliance Pvt. Ltd.

Unit 1, 3rd Floor,

VIOS Commercial

Tower, Near Wadala

Truck Terminal,

Wadala East,

Mumbai-400037

Dear Sir,

RFP Reference: PSBA/RFP/LEGAL CNSLT /2025-26/043

Having examined the RFP document, including all Annexure's, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Legal Consultancy Services. If we are shortlisted, we undertake to participate in the detailed RFP process

- We agree to abide by and fulfil all the terms and conditions of the RFP and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as stipulated in the conditions contained in RFP.
- We will ensure due participation, support and physical involvement of our team during the overall Project, as applicable.
- We agree that unless expressly overridden by any specific agreement to be entered into in between the Company and the Bidder, this RFP document shall be the governing document for arrangement between the Company and the Bidder in the interim.

Our PAN number for Income Tax is \_\_\_\_\_

We are registered with the GST authorities and our registration numbers are as follows.

GST Registration Number is \_\_\_\_\_

**Our Bank Details:**

Name and Type of Bank Account:

Name of the Bank and Branch Address:

Account Number:

IFSC Code

We accept all the Instructions and Terms and Conditions of the subject RFP

Place:

Date:

Seal & Signature of the Bidder

## **7.2 Annexure 2: Compliance to Scope of Work & Terms of RFP**

RFP Reference: PSBA/RFP/LEGAL CNSLT /2025-26/043

To,

AVP - HR

PSB Alliance Pvt. Ltd.

Unit 1, 3rd Floor,

VIOS Commercial Tower,

Near Wadala Truck Terminal,

Wadala East, Mumbai-400037

Dear Sir,

We hereby covenant, warrant and confirm our undisputed 100% compliance to the Scope of Work & Terms and Conditions defined in this RFP, Pre-Bid Replies and Addendum(s).

Place:

Date:

Seal & Signature of the Bidder

### 7.3 Annexure 3: Bidder Details

Date:

To,

AVP - HR

PSB Alliance Pvt. Ltd.

Unit 1, 3rd Floor,

VIOS Commercial Tower,

Near Wadala Truck Terminal,

Wadala East, Mumbai-400037

Dear Sir,

RFP Reference: PSBA/RFP/LEGAL CNSLT /2025-26/043

The Bidder Profile

#	Particulars	Details
1.	Name of the Bidder	
2.	Address of Head Office/Registered Office	
	Telephone number	
	E-mail Address	
	Website address of the Company	
	Key person (s) with contact details	
3.	Address of <b>Mumbai Office</b>	
	Telephone number	
	E-mail Address	
	Website address of the Company	
	Key person (s) with contact details	
4.	Authorized Official with Name, Designation, Contact Phone No./Mobile No. / FAX No. etc. for the RFP	
5.	Services Proposed	
6.	Number of years of experience in providing legal consultancy services	
7.	Enclose copies of Income Tax registration and last Income Tax clearance certificate	

**We hereby confirm our adherence as per terms and conditions of the RFP and for the services proposed against this RFP, and hereby undertake to support the obligations as set out in the**

RFP in respect of such information, documents, equipment and services proposed. We also confirm that we will be able to support the Project in Mumbai as applicable.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our tender is liable to be rejected.

Place:

Date:

Seal & Signature of the Bidder



7.4 Annexure 4: List of Major Customers

Date:

RFP Reference: PSBA/RFP/ LEGAL CNSLT /2025-26/043

List of Major Customers / Clients

#	Name & Complete Postal Address of the Customer	Name, Designation, Phone, email address of the contact person (s)	Mention year of providing Services	Whether Reference letter is enclosed / self-certification provided	Project Status

*(Enclose necessary documentary proof / self-certification)*

Place:

Date:

Seal & Signature of the Bidder

## 7.5 Annexure 5: Authorization Letter Format

Date:

To,

AVP - HR

PSB Alliance Pvt. Ltd.

Unit 1, 3rd Floor,

VIOS Commercial Tower,

Near Wadala Truck Terminal,

Wadala East, Mumbai-400037

Dear Sir,

RFP Reference: PSBA/RFP/LEGAL CNSLT /2025-26/043

Subject: Authorization letter for attending RFP opening

This has reference to your RFP for Empanelment of Legal Consultants

Mr./Miss/Mrs. \_\_\_\_\_ is hereby authorized to attend the response opening of the above RFP No.: PSBA/RFP/LEGAL CNSLT/2025-26/043 on behalf of our organization. The specimen:

Specimen Signature of Representative

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority

## 7.6 Annexure 6: Eligibility Criteria Compliance

We submit our compliance to:

#	Eligibility Criteria	Supporting Documents	Compliance (Yes/ No)
1	The Consultant should be a company registered under Companies Act, 1956 / 2013 / LLP Act, 2008/ partnership / proprietorship firm, in India and operating in the field of legal advisory for at least 10 years as on the date of RFP. The bidder should not be individual/ HUF etc.	A write up about the Bidder's, its standing and past work done. (Not exceeding 2 pages). A copy of the Registration Certificate or any other valid certificates issued by Registrar of Companies / firms (if applicable) and full address of the registered office.	
2	The Company / firm should have at least 1 partner / director with a minimum of 10 years of experience in legal advisory engagement with Banks / Financial institutions. The Partner / director should have provided legal advisory services for IT contract formulation / review for Banks / Financial institutions in India.	CV along with self-declaration for the experience.	
3	The Bidder should have average annual turnover of Rs. 5 Crores per year during the last three financial years (2022-23, 2023-24 & 2024-25)	Copy of Audited Annual Financial Statement for each of the last 3 financial years (2022-23, 2023-24 & 2024-25)	
4	The Bidder should be profitable in each of the last three financial years (i.e., 2022-23, 2023-24, 2024-25)	Copy of Audited Annual Financial Statement for each of the last 3 financial years (2022-23, 2023-24 & 2024-25)	
5	The Bidder should not have been blacklisted by (the Central / any of the State Governments or any Financial Institutions in India as on date of RFP submission) any bank / institution in India.	Self-declaration to this effect on the Bidder's letterhead should be submitted.  Bidder has to submit a Declaration in the format as mentioned in the Annexure – VII.	
6	The Bidder should have an office in Mumbai with at least 10 team	Self-declaration to this effect on the Bidder's letter head should be submitted along with the Mumbai	

#	Eligibility Criteria	Supporting Documents	Compliance (Yes/ No)
	members and a Senior Partner located and based in Mumbai.	office address along with details of the Senior Partner located in the Mumbai office.	
7	The Bidder should be prime bidder, and no consortium is allowed for the services to be offered	Undertaking to be submitted	
8	The Bidder should have provided legal consultancy for formulation of IT contracts for Scheduled Commercial Banks or their wholly owned subsidiaries in India	Self-declaration on the bidder's letter head mentioning the work done, name of the Bank/subsidiary(ies) and contact details of the Bank officials. The Company may choose to verify the claims made by the Bidder and if the claims made are found to be false then the bidder will be rejected.	
9	The bidder should have acted as a legal consultant /counsel for at least 2 large transactions (100 crores and above) for Scheduled commercial banks in India.	Self-declaration on the bidder's letter head mentioning the work done, value of the transaction, name of the Bank and contact details of the Bank officials. The Company may choose to verify the claims made by the consultant and if the claims made are found to be false then the bidder will be rejected.	
10	The bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder.	A self-declaration to be furnished by the Bidder on the Bidder's letterhead signed by the authorized signatory for the same.	

Place:

Date:

Seal &amp; Signature of the Bidder

## 7.7 Annexure 7: Undertaking to be given by Bidder

To,

AVP - HR

PSB Alliance Pvt. Ltd.

Unit 1, 3rd Floor,

VIOS Commercial Tower,

Near Wadala Truck Terminal,

Wadala East, Mumbai-400037

Dear Sir,

RFP Reference: PSBA/RFP/LEGAL CNSLT /2025-26/043

1. We, M/s \_\_\_\_\_, the undersigned, hereby confirm that we have read and understand the eligibility criteria and fulfil the same.
2. We further confirm that all the information as per requirement of the Company has been included in our response.
3. Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Company. We understand that any deviation may result in disqualification of our response.
4. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.

Place:

Date:

Seal & Signature of the Bidder

## 7.8 Annexure 8: Pre Bid Query Format

**Bidder's request for Clarification - to be submitted as per the date mentioned in the RFP for submission of pre-bid queries**

If, bidder, desiring to respond to RFP for Empanelment of Legal Consultants, requires any clarifications on the points mentioned in the RFP, it may communicate with PSB Alliance using the following format.

All questions received till the last date & time of receiving pre-bid queries will be formally responded to and questions/points of clarification and the responses will be published on the site valid under this tender. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, PSB Alliance may, at its discretion, answer all such queries in the Pre-bid meeting

RFP Reference No.: PSBA/RFP/LEGAL CNSLT /2025-26/043				
S/N	Page No.	Section No.	Clause	Bidder's Remark

## 7.9 Annexure 9: Format for Earnest Money Deposit

This Bank Guarantee (hereinafter called "Guarantee") is issued by (hereinafter "Guarantor", which expression shall mean and include its successors) in favor of PSB Alliance Private Limited a company incorporated under the Companies Act, 2013 and having its registered office at Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East. Mumbai-400 037. (hereinafter referred to as "Company") for and on behalf of [ ] (hereinafter referred to as the "Bidder").

1. The Company has issued a Request for Proposal ("RFP") for as set out in the RFP reference no. PSBA/RFP/LEGAL CNSLT /2025-26/043 Dated 05/06/2025.
2. As per the terms of the said RFP the Bidder needs to furnish a Bank Guarantee for a sum of Rs. [ ]/- (Rupees [ ] Only) as Earnest Money Deposit.
3. The Bidder, who are our constituents intends to submit their Bid for the said work hereby furnish guarantee in respect of the said sum of Rs. [ ]/- (Rupees [ ] only).

### **NOW THIS GUARANTEE WITNESSETH THAT:**

1. We the Bank do hereby agree with and undertake to the Company, their successors, assigns that in the event of the Company coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the Company, pay without demur to the Company, a sum of Rs. [ ]/- (Rupees [ ] Only) that may be demanded by Company. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. [ ]/- (Rupees [ ] Only).
2. We the Bank also agree to undertake to and confirm that the sum not exceeding Rs. [ ]/- (Rupees [ ] Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Company on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Company shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Company within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the Company under this guarantee shall be independent of the agreement or agreements or other understandings between the Company and the Bidder. This guarantee shall not be revoked by us without prior consent in the writing of the Company.
3. We the Bank hereby further agree that –
  - a) Any forbearance or commission on the part of the Company in enforcing the conditions of the said RFP or the binding contract as per the terms of the RFP or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the Company to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. [ ]/- (Rupees [ ] Only)

- b) Our liability under these presents shall not exceed the sum of Rs. [ ]/- (Rupees [ ] Only).
- c) Our liability under this guarantee shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.



### 7.10 Annexure 10: Format for Performance Bank Guarantee

This Performance Bank Guarantee (hereinafter "Guarantee") is issued by (hereinafter "Guarantor", which expression shall mean and include its successors) in favor of PSB Alliance Private Limited a company incorporated under the Companies Act, 2013 and having its registered office at its registered office at Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East. Mumbai-400 037 (hereinafter referred to as "Company") for and on behalf of [ ] (hereinafter referred to as the "Selected Bidder").

#### WHEREAS:

- A. The Company has issued a Request for Proposal ("RFP") for empanelment of Legal Consultant provided within the scope of service set out in the RFP reference no. PSBA/RFP/LEGAL CNSLT/2025-26/043 Dated 05/06/2025.
1. As per the terms of said RFP the Selected Bidder needs to furnish a Bank Guarantee for a sum of Rs. [ ]/- (Rupees [ ] Only) as Performance Bank Guarantee, for due performance by the Selected Bidder for providing legal services, the Guarantor hereby agrees, guarantees and undertakes as follows:
2. To pay the Company a sum of INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ Only) on a mere written demand of the Company stating that the said sum of money is due to the Company on account of the breach by the Selected Bidder of the terms and conditions of the RFP/Contract and/or failure to perform any of its obligation.
3. To pay the sums demanded under this Bank Guarantee without any delay or demur and the demand made by the Company will be conclusive and sufficient proof for the Guarantor as regards the amounts demanded under this Bank Guarantee.
4. The obligations and the liability of the Guarantor hereunder shall not be affected by (i) any change in constitution or management of the Guarantor; (ii) any dispute raised by Selected Bidder before any court, tribunal or authority; (iii) any variance in terms of the RFP/Contract; (iv) any forbearance, indulgence, extension granted by the Company; (v) any arrangement between the Company and Selected Bidder, which is made with or without the consent and knowledge of the Guarantor; (vi) any change in constitution of the Company or (vii) any such matter or thing whatsoever which under law relating to sureties would but for this provision have the effect of relieving the Guarantor.
5. The Guarantor will not revoke or alter this Bank Guarantee during its currency without prior written consent of the Company. The Bank Guarantee does not require any further reconfirmation from the Guarantor and shall be valid till dd/mm/yyyy, and the Guarantor shall be liable to pay only if a written demand is received on or before dd/mm/yyyy. This Guarantee shall be interpreted and be governed by laws of India. Any dispute arising out of or in relation to this Guarantee shall be settled by litigation exclusively in Mumbai courts.
6. This guarantee is not assignable or transferable.
7. Notwithstanding anything contained herein above,
  - a. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (Indian \_\_\_\_\_ Only)
  - b. This Bank Guarantee shall be valid up to dd/mm/yyyy; and last lodgment date of the bank guarantee is dd/mm/yyyy

- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if any claim or demand is received by us in writing at this office by hand, by post or by courier, by close of banking hours, on or before dd/mm/yyyy thereafter the bank will stand discharged of all its liabilities in all respect whether or not the original Bank Guarantee is returned to us.
- 8. All claims under this bank guarantee will be made payable at <bank's local branch (in India)>
- 9. This guarantee shall be returned to us immediately upon its expiry. However, we shall be discharged from all liability under this guarantee upon its expiry, whether or not this document has been returned to us.

Notwithstanding anything to the contrary contained hereinabove, any claim arising under this performance bank guarantee shall be lodged by you within a period of three months from the date of expiry of this bank guarantee.

This Guarantee is executed on \_\_\_\_ day of \_\_\_\_\_ by the duly authorized signatory of Guarantor.

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Authorized Signatory

**7.11 Annexure 11: Optional – Retainership for Legal Consultant (To be submitted on the letterhead of the Applicant Firm/Consultant) (To be kept in a separate envelope duly sealed)**

To,  
AVP - HR  
PSB Alliance Pvt. Ltd.  
Unit 1, 3rd Floor,  
VIOS Commercial Tower,  
Near Wadala Truck Terminal,  
Wadala East, Mumbai-400037

Dear Sir,

RFP Reference: PSBA/RFP/LEGAL CNSLT /2025-26/043

Sub: Pricing Proposal for Empanelment as Legal Consultant on Retainership Basis

**A. General Information:**

Particulars	Details
Name of the Firm/Consultant	
Address	
Contact Person	
Email ID / Phone Number	
GST Number (if applicable)	
PAN Number	

**B. Annual Retainership Fee (Min 100 hours):**

Description	Amount (INR)
Annual Retainer Fee (for up to ____ hours of service)	

**Note:**

1. 100 hours of legal advice to be consulted in one month will be taken as the cost.
2. PSBA may or may not select legal firm for monthly retainership.
3. Beyond 100 hours , pro-rata fees will be paid on actuals.

Place:

Date:

Seal & Signature of the Bidder