



PSB Alliance Private Limited

Promoted by Banks

REQUEST FOR PROPOSAL (RFP)
FOR
EMPANELMENT OF LEGAL CONSULTANT
(RFP Ref. No. PSBA/TENDER/LEGAL CNSLT/2022-23/005)

Date: 16th September 2022

**PSB ALLIANCE PVT. LTD., 4TH FLOOR, METRO HOUSE, METRO CINEMA
BUILDING, MAHATMA GANDHI ROAD, DHOBI TALAO, NEAR NEW MARINE
LINES, MUMBAI - 400020**

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.

RFP Reference No.	PSBA/TENDER/LEGAL CNSLT /2022-23/005
Last Date for Submission of Queries	23 rd September, 2022 before 05:00 PM
Date of Pre-Bid Meeting	26 th September 2022 at 3:00 PM
Last Date for Submission of RFP Proposal	6 th October 2022, 3:00 PM
Date of Opening of RFP Proposal	6 th October 2022, 3:30 PM
Issued By	Officer Operations PSB Alliance Private Limited
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===	
Contact Person	Ambuj Agrawal
Telephone	022-22030444, Ext. 118
Email	dsb.ops4@psballiance.com dsb.ops3@psballiance.com

The cost of RFP document is Rs.0/-. The RFP document can be downloaded from Company's website <https://www.psballiance.com/tenders-and-notices.html>.

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.

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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
- 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 two 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 average annual turnover of Rs. 2 Crores per year during the last three financial years (2019-20, 2020-21 & 2021-22)	Copy of Audited Annual Financial Statement for each of the last 3 financial years (2019-20, 2020-21 & 2021-22)
4	The Bidder should be profitable in each of the last three financial years (i.e., 2019-20,2020-21,2021-22)	Copy of Audited Annual Financial Statement for each of the last 3 financial years (2019-20, 2020-21 & 2021-22)

#	Eligibility Criteria	Supporting Documents
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.
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 to 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 had 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 empanelled 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 vendor 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/ Empanelled Bidder: Shortlisted/ Empanelled 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 Empanelled 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 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 6.4.
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.

6.3 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 26th September 2022 at PSB Alliance Private Limited, 4th Floor, Metro House, Mahatma Gandhi Road, Dhobi Talao, New Marine Lines Junction, 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 **23rd September 2022 5:00 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/TENDER/LEGAL CNSLT/2022-23/005 dated 16th September 2022”**. The RFP response should be dropped in the Tender Box kept at PSB Alliance Private Limited, 4th Floor, Metro House, Mahatma Gandhi Road, Dhobi Talao, New Marine Lines Junction, Mumbai, on or before 03:00 PM, 06th October 2022. The response to the RFP should be addressed to:

Ambuj Agrawal
Officer Operations
PSB Alliance Pvt. Ltd.
4th Floor, Metro House,
Mahatma Gandhi Road, Dhobi Talao,
New Marine Lines Junction,
Mumbai- 400020

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 03:30 PM on 06th October 2022 at PSB Alliance Private Limited, 4th Floor, Metro House, Mahatma Gandhi Road, Dhobi Talao, New Marine Lines Junction, 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 03:30 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-writings 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 clarifications 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/2022-23/005 dated 16th September 2022". 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.

6.4 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.

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

7. Annexures

7.1 Annexure 1: Covering Letter Format

Date:

To,
Officer Operations
PSB Alliance Pvt. Ltd.
4th Floor, Metro House
Mahatma Gandhi Road, Dhobi Talao
New Marine Lines Junction
Mumbai - 400020

Dear Sir,

RFP Reference: PSBA/TENDER/LEGAL CNSLT /2022-23/005

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 are 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/TENDER/LEGAL CNSLT /2022-23/005

To,
Officer Operations
PSB Alliance Pvt. Ltd.
4th Floor, Metro House
Mahatma Gandhi Road, Dhobi Talao
New Marine Lines Junction
Mumbai - 400020

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,
Officer Operations
PSB Alliance Pvt. Ltd.
4th Floor, Metro House
Mahatma Gandhi Road, Dhobi Talao
New Marine Lines Junction
Mumbai - 400020

Dear Sir,

RFP Reference: PSBA/TENDER/LEGAL CNSLT /2022-23/005

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 Mumbai Office	
	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's 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/TENDER/ LEGAL CNSLT /2022-23/005

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,
Officer Operations
PSB Alliance Pvt. Ltd.
4th Floor, Metro House
Mahatma Gandhi Road, Dhobi Talao
New Marine Lines Junction
Mumbai -400020

Dear Sir,

RFP Reference: PSBA/TENDER/LEGAL CNSLT /2022-23/005

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/TENDER/LEGAL CNSLT/2022-23/005 on _____ 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. 2 Crores per year during the last three financial years (2019-20, 2020-21 & 2021-22)	Copy of Audited Annual Financial Statement for each of the last 3 financial years (2019-20, 2020-21 & 2021-22)	
4	The Bidder should be profitable in each of the last three financial years (i.e., 2019-20,2020-21,2021-22)	Copy of Audited Annual Financial Statement for each of the last 3 financial years (2019-20, 2020-21 & 2021-22)	
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.	
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 letter head signed by the authorized signatory for the same.	

Place:

Date:

Seal & Signature of the Bidder

7.7 Annexure 7: Undertaking to be given by Bidder

Date:

To,
Officer Operations
PSB Alliance Pvt. Ltd.
4th Floor, Metro House
Mahatma Gandhi Road, Dhobi Talao
New Marine Lines Junction
Mumbai -400020

Dear Sir,

RFP Reference: PSBA/TENDER/LEGAL CNSLT /2022-23/005

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 have 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 receive 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

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S/N	Page No.	Section No.	Clause	Bidder's Remark