



Indian Overseas Bank

REQUEST FOR PROPOSAL

Selection of Law Firm for Providing Legal Services to Indian Overseas Bank for End-to-End processing of Digitalisation of Banking process/Loan Schemes/Account opening etc.

RFP Ref No. RFP/LAW/008/22-23 dated 17/09/2022

**LAW DEPARTMENT CENTRAL OFFICE
INDIAN OVERSEAS BANK
763, ANNA SALAI ANNEXURE BUILDING
CHENNAI 600002**



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ABBREVIATIONS USED IN THE DOCUMENT

Abbreviation	Expansion
CA	Chartered Accountant
CVC	Central Vigilance commission
DD	Demand Draft
EMD	Ernest Money Deposit
GST	Goods and Services Tax
IOB	Indian Overseas Bank
IT	Information Technology
KYC	Know your Customer
NEFT	Net Electronic Fund Transfer
RFP	Request for Proposal
RBI	Reserve Bank of India
SUCCESSFUL BIDDER	Successful Bidder
SLA	Service Level Agreement
SOP	Standard Operating Procedure
SMS	Short messaging services
TDS	Tax deducted at Source
V-KYC	Video-Know Your Customer
LOS	Loan Origination System
TAT	Turn Around Time
OVD	Officially Valid documents
FAQ	Frequently Asked Question
RDDBI	Recovery of Debt Due to Bank & Financial Institutions
NPCI	National Payments Corporation of India



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INTRODUCTION

Indian Overseas Bank (hereinafter referred to as "Bank") invites Request for Proposal (hereinafter referred to as "RFP") from well-reputed Law Firms to support in terms of legal assistance/ legal services and opinion to Indian Overseas Bank, for End-to-End processing of Digitalisation of Banking process/Loan Schemes/Account opening etc. based on the requirements, specifications, terms and conditions laid down in this RFP and its Annexures.

1.1. The purpose of RFP is to invite proposals from experienced and reputed Law Firms having one of their Offices in Chennai, Tamilnadu for providing legal assistance/legal services to the Bank in their implementation of digitalisation of banking process including end to end process of digitalisation of loan schemes, Account Opening etc as per Scope of Work.

1.2. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Clause 1.3 of Part-1 dealing with Project specific terms and Conditions** of this RFP and willing to provide the services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal) on bid formats as per **Annexures-II, Annexure-III & Annexure-IV** and supporting documents / certificates mentioned thereon. The Bidder is also required to submit letter of authority issued by the Law Firm authorizing him/her to sign bid documents and participate in bid process on behalf of the Firm.

1.3. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for Legal Services to support Indian Overseas Bank, for End-to-End processing of Digitalisation of Banking process/Loan Schemes/Account opening etc. and providing various services related thereto are invited to submit their technical and commercial bid in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary expertise, capability & experience to provide the proposed services adhering to Bank's requirements outlined in this RFP.

DISCLAIMER

The information contained in this Request for Proposal ("RFP") document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Indian Overseas Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose



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of this RFP is to provide the Bidders with information to assist the formulation of their proposals.

This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this RFP. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires.

Bank in its absolute discretion, but without being under any obligation to do so, can update, amend, or supplement the information in this RFP. Such change will be published on the Website (www.iobtenders.auctiontiger.net) and it will become part of RFP. Indian Overseas Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive, and binding on all the parties. Bank reserves the right to cancel the entire bid at any point of time, or disqualify any bidder, if it finds that fair play is not maintained by the bidder.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document. Failure to furnish all information required in the bidding document or to submit a Bid not substantially responsive to the bidding document in all respects will be at the Bidder's risk and may result in rejection of the Bid.

THIS RFP CONSIST OF THREE PARTS. PART I – DETAILS OF PROJECT SPECIFIC TERMS AND CONDITIONS, PART II DETAILS OF GENERAL TERMS AND CONDITIONS AND PART III DETAILS OF SUBMISSION OF VARIOUS DOCUMENTS AS PER FORMATS PROVIDED AS ANNEXURES.



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PART I - PROJECT SPECIFIC TERMS & CONDITIONS:

1.1 SCHEDULE OF BIDDING PROCESS:

S.No	Description of Information / Requirement	Information / Requirement
1	Bid Reference Number	RFP/LAW/008/22-23
2	Date of Issue of RFP	17.09.2022
3	Last date for receipt of queries, if any.	22.09.2022 (Via email at law@iobnet.co.in)
3.a	Date of Pre-Bid Meeting	23.09.2022 at 1500 hours at Bank's Law Department, Chennai.
4	Bid Submission Mode.	https://iobtenders.auctiontiger.net/EPROC/ Through e-bidding portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for bid participation)
5	Last Date and Time for submission of bids along with supporting documents through the above e-bidding portal.	14.10.2022 on or before 1500 hours. (End time for submission will be as per e-bidding service provider server time).
6	Last date, time and place for submission of BG in lieu of EMD & Integrity Pact on Rs. 200 stamp paper.	14.10.2022 on or before 1600 hours at the Bank's Law Department, Chennai. (Should be submitted to the contact officials in person).
7	Date, time and venue for opening the Technical bid through e-bidding portal.	14.10.2022 on or before 1700 hours at the Bank's Central office, Chennai.
8	Date, time and venue for submission & opening the commercial bids.	Shall be intimated to the technically qualified bidders in due course.
9	Name of contact officials EMD submission in serial no.6 or for any clarifications	Ms. Mahalakshmi R Assistant General Manager-Law Department Phone: 044- 28519588
10	Address for Communication / Submission of Bids	The Assistant General Manager, Indian Overseas Bank, Law Dept. Central Office, 763, Anna Salai, Chennai – 600002.
11	Contact e-mail ID	law@iobnet.co.in
12	Support person and phone number for e-bid service provider for any help in accessing the website and uploading the bid documents.	Sujith Nair (Shark ID – ~SUJITHN) Dy. Manager – Client Service e-Procurement Technologies Limited Contact: sujith@eptl.in Phone: 9904407199



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1.2. EARNEST MONEY DEPOSITS (EMD):

Sl. No.	Description	Amount in Indian Rupees
1.	EMD (Refer clause 2.3 of the RFP)	Rs.2,00,000/-*

If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

No queries will be entertained after the date and time mentioned in this S.No. 5 of Schedule of Bidding Process.

*Bidders who are registered as Micro and Small Enterprises with National Small Industries Corporation (NSIC)/ Udyog Aadhaar Memorandum under MSME Act are exempted for the submission of Cost of Bid document and EMD. Documentary Proof of Registration Certificate to be submitted along with the technical bid.

In addition to the above, MSME bidder shall submit documentary proof of registration to the tendering official of the Bank on or before the bid opening date as mentioned in the schedule above.

1.3 QUALIFICATION/ELIGIBILITY CRITERIA (QC):

Sl No.	Basic Requirement	Specific Requirement	Documents Required
1	Appropriate Entity	The bidder should be a legal firm with license to practice law and provide legal services/advice in India	Copy of Certificate of Incorporation or other equivalent document.
2	Legal Entity	Should be a company registered under Companies Act, 1956 or a partnership firm registered under Partnership Act/ an LLP under the LLP Act, 2008 and should have been operating in India for the preceding 15 (fifteen) years as on 31.03.2022	Copy of Certificate of Incorporation or other equivalent document.
4	Blacklisting	The bidder should not have been blacklisted by Government of India, any State Government in India, Bar Council of India, IBA, RBI	A self-certified letter



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5	Turn Over	Bidder should have the minimum annual Turn Over of Rs. 25.00 Crore from Legal Services providing to their clients	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the CA
6	No. of Legal Professionals	The Bidder should have a team of minimum 25 Legal Professionals	Bidder's detailed profile
7	Geographical Presence	The bidder should have minimum 3 Offices in different cities of India out of which 1 must be in Chennai	A self certification from authorized signatory
8	Past Experience	Having experience of more than 10 (Ten) years in providing legal services to public sector Banks and also Providing similar kind of work as mentioned in RFP to at least one Public Sector Bank	Supporting documents
9	Integrity Pact	Signing of Integrity Pact is a prequalification for submission of the bids. Integrity Pact is deemed to a part of contract (Annexure XIII).	Integrity Pact in ₹200 Stamp paper.
10	Land Border Sharing Clause	<p>Bank shall follow the public procurement guidelines as stipulated in Order ref: 6/18/2019-PPD Dated 23.07.2020 from Department of Expenditure, Ministry of Finance-Restrictions under Rule 144 (xi) of General Financial Rules 2017.</p> <p>Any bidder from a country which shares a land border with India will be eligible to bid in this tender, only if the bidder is registered with the Competent Authority (DPIIT). Bidder to submit the required certificate along with the technical bid.</p> <p>If clause 1 above is not applicable to any bidder, they shall submit the following certificate (Annexure XVI) in their letter head, duly signed by their</p>	A self-certification from authorized signatory



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		authorized signatory along with the technical bid:	
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Bidders should upload the proof of document for criteria detailed above in the technical bid on e-tendering portal. It shall be the responsibility of the bidders to upload relevant proof of document along with the technical bid format (Annexure II). Evaluation shall be done based on the documents submitted along with the technical bid. It shall be the responsibility of the bidder to submit required Documentary proofs which are necessarily unambiguous and shall be capable to establish beyond any doubts that bidder is satisfying the particular criteria/clause for which the document is submitted.

1.4. ELIGIBILITY BID

Eligibility criterion for the Bidder to qualify is clearly mentioned in above Clause 1.3 (QUALIFICATION/ELIGIBILITY CRITERIA) of this document. The bidder would need to submit the supporting documents as part of the eligibility proof in the technical bid along with the relevant annexures.

1.5. EVALUATION PROCESS:

The bid evaluation will be a three-stage process. The stages are:

1. Eligibility Criteria Evaluation:

Eligibility criterion for the Bidder to qualify is clearly mentioned in above Clause 1.3 (QUALIFICATION/ELIGIBILITY CRITERIA) of this document. The bidder would need to submit the supporting documents as part of the eligibility proof in the technical bid along with the relevant annexures.

2. Technical Bid Evaluation:

Technical bid shall be opened, and technical evaluation and Scoring shall be carried out for the bidders who have qualified eligibility criteria. However, to expedite the process, Bank may on its own carry out eligibility criteria and technical bid evaluation simultaneously. Inviting bidders for technical presentation or seeking information during technical evaluation shall not construe that bidder is qualified. However, bidder eligibility status shall be informed to bidders individually. Technical scores shall be granted to the bidders as per the criteria stipulated in the RFP. Technical scores shall be granted based on the criteria mentioned in 1.6.1.

3. Commercial Bid & Weighted Score evaluation:

Commercial bid shall be opened and evaluated. Commercial scores shall be granted, and weighted score shall be arrived as per the criteria stipulated in the



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RFP. Financial scores shall be computed based on the criteria mentioned in Clause 1.6.2. Awarding of contract shall be based on the criteria mentioned in 1.6.3

During evaluation of bids, the Bank, at its discretion, may ask the Bidder for clarification in respect of its bids. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any bid in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the bidders to this document and bank will not entertain any correspondence in this regard.

Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.

Technical and Commercial Bids of all participating bidders shall be opened as per the schedule detailed in Clause 1.1 of this RFP. The evaluation of Bids and awarding contract will be carried out as per the following criteria.

a) Evaluation of Technical bids:

The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation a list of technically qualified bidders will be short-listed:

1. Compliance of terms and conditions stipulated in Clause 1.3 of RFP duly supported by documentary evidence called for therein.
2. Submission of duly signed Annexure – I, II, III, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI of the RFP.
3. Status of Compliance of terms and conditions of Clause 1.3 of this RFP.
4. Submission of Commercial Bid strictly in the format specified in Annexure IV of RFP.
5. Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.
6. Technical scores shall be granted based on the criteria mentioned in 1.6.1.

b) Determination of Successful Bidders and Awarding of Contract:

1. The L1 bidder will be determined based on the lowest Total Price quoted in Annexure IV.
2. The Bank reserves the right to reject the L1 bid if it finds the same as unreasonable.



3. Commercial Bid shall be evaluated based on the criteria mentioned in Clause 1.6.2.
4. Awarding of contract shall be based on the criteria mentioned in Clause 1.6.3

1.6 EVALUATION METHODOLOGY FOR ELIGIBLE BIDDER

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weightage are as under:

1.6.1 TECHNICAL BID EVALUATION:

The bidder needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those bidders who achieve the specified cut-off scores would be short-listed for Commercial Bid Evaluation.

The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

SI No.	Criteria	Requirement	Max Marks	Supporting Documents
	COMPANY PROFILE		30	
1	Average turnover from legal services related to business transactions (average of previous three financial years)	Equal to or more than INR 100 Crores: 15 marks Between INR 76 and 99 Crores (including): 12 marks Between INR 25 and 75 Crores: 7 marks Less than INR 25 Crores: 0 marks	15	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the CA
2	Full-time professional staff engaged in legal services related to transaction advisory (Number of Staff)	Equal to more than 100: 10 marks Between 51 and 99: 7 marks Between 25 and 50 (including): 4 marks Less than 25: 0 marks	10	Bidder's profile and a self certification from authorized signatory
3	Geographical Presence of the Consulting	>5 offices – 5 marks 3-4 offices – 3 marks <3 offices – 0 marks	5	Bidder's profile and a self certification



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	organization	(Having one office Chennai is mandatory)			from authorized signatory
	RELEVANT PAST EXPERIENCE			40	
4	A. Experience of providing Legal Service to Public Sector Banks	Years of Experience	Point	20	Completion Certificates from the client; OR Work Order + Self-Certificate of Completion (Certified by the CA); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client; OR Certified copy of work contract + Self Certificate of Completion (Certified by CA)
		< 10 years	0		
		10 to 15 Years	10		
		>15years	2 point each for additional 1 year experience beyond 15 years with maximum 20 points		
	B. Providing Similar kind of services as mentioned in Scope of Work of this RFP to Public Sector/Private Sector Banks	Number of Banks	Point	20	Completion Certificates from the client; OR Certified copy of work contract + Self Certificate of Completion (Certified by CA)
		<1	0		
		1	10		
		>1	2 point each for additional 1 Bank beyond minimum Number of 1 Bank With maximum 20 points		
5	RESOURCE PROFILE			30	



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Resume of all legal professionals proposed for the assignment with experience of more than 10 years in similar projects with expertise in Information Technology Act, Limitation Act, Code of Civil Procedure, Intellectual Property Rights, Banking & Finance Law, Stamp Act, Registration Act, RDDBFI Act, SARFAESI Act, Insolvency and Bankruptcy Code and such other law relevant to Scope of Work and Assignment handling for related subject.	(1) Assignment relating to 'Scope of Work': >5 assignments 10 Marks 2-5 assignments 7 Marks < 2 0 Marks	10	Self-Certified Resumes
	(2.) Expertise in Loan Documentation, Digital Execution of Loan Documentation, and handled for related subject for Public Sector Bank, NBFC, Fintech, Private Sector Bank. >5 assignments 10 Marks 2-5 assignments 7 Marks < 2 0 Marks	10	
	(3.) Handling of legal queries regarding End to Digitalization process of Public Sector Banks >5 assignments 10 Marks 2-5 assignments 6 Marks < 2 0 Marks	10	
Total Marks		100	

1. Bidders shall submit proof of document for criteria detailed above along with the technical bid. It shall be the responsibility of the bidders to submit relevant proof of document. Scoring shall be done based on the documents submitted along with the technical bid and Bank may not seek any further correspondence in this regard.
2. The total marks scored in the technical evaluation shall be informed to the participating bidders. Only individual marks secured will be disclosed to the participating bidders.
3. Bank shall not entertain any claims or representation on the technical scores awarded and is not bound to give any reply to the bidders on the technical scores.



1.6.2 COMMERCIAL BID EVALUATION:

Only those law firms who score 70 (seventy) marks and above in Technical Evaluation process qualify for Commercial Evaluation process. Once the evaluation of technical proposals is completed, the law firms who scored more than the prescribed cut-off score will only be short listed. In case, none of the participating law firms qualify on technical criteria then the Bank, at its sole discretion, may select three law firms on the basis of the top scores in technical evaluation for opening commercial bid.

- a. Technically qualified bidders as per clause 1.6.1 above, shall be intimated of their status and opening date of commercial bids which is submitted on the bank's e-bidding portal.
- b. Commercial Bids submitted by the technical qualified bidders as per 1.6.1 above shall be opened and evaluated.
- c. Bid with the lowest price quoted in the Commercial bid shall be given a notional score of 100 and other bids shall be scored as per the following example:

Bidder details	Commercial Bid Amount
Bidder1	1,30,000
Bidder2	1,20,000
Bidder3	1,00,000

Conversion of commercial bid amount to score:

Bidder Details	Commercial Bid Amount	Commercial Score (LFB/F*100)
Bidder1	1,30,000	$100000/130000*100=76.92$
Bidder2	1,20,000	$100000/120000*100=83.33$
Bidder3	1,00,000	100.00

- d. The scores so obtained, shall be informed to the participating bidders.

1.6.3 AWARD OF CONTRACT:

- a. For the purpose of award of contract, Technical Scores shall be given a weightage of 70% & Commercial Score shall be given a weightage of 30%. Based on the same, total weighted score shall be obtained. The formula to calculate the total weighted score is as follows:

Total Weighted Score: Total Technical Score x 70 + Total Commercial Score x 30



100

- b. On the basis of combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained. The bidder obtaining the highest total combined score in evaluation of quality and cost will be ranked as TC1 followed by the proposals securing lesser marks as TC-2, TC-3 etc.
- c. Contract shall be awarded to the TC-1 Bidder or bidder with highest score. Bank may at its own discretion may invite TC-1 Bidder for further negotiations. In the event, two or more than two highest scoring bidders are awarded equal final scores, the bidder having the highest technical score shall be considered as the TC1 bidder.
- d. If for any reason TC1 bidder backs out or the engagement letter given to the TC1 Bidder does not get executed in part / full, the Bank shall forfeit the EMD & invoke bank guarantee for delivery/performance and go for a re-bid.

Award Criteria

Bank will award the Contract to the successful bidder as per the process outlined above.

1.7. SCOPE OF WORK:

Scope of work is detailed in the Annexure - I of the RFP:

1.8 PERIOD OF CONTRACT AND MILESTONE

Period of contract is 12 months from the date of acceptance of the Engagement Letter, which can be renewed further on mutually agreed terms and conditions.

Delivery of Services and Time Schedule

Phase	Deliverable	Timeline for Delivery of Services
I	Study of Project, our Bank Guidelines and Policies, Manual on Documentation, Book of Instructions, Circulars and submission of GAP analysis Report and recommendations report to improve the existing process/procedure.	30 days from the date of issuance of Engagement Letter by the Bank.
II	Revision/simplification of Loan Documentation for Retail Loan/MSME Loan/Agri Loan which suits both physical and digital execution.	90 days after completion of Phase I above
III	Revision/simplification of Loan Documentation for Corporate Loan and	90 days after completion of Phase-II



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Treasury Loan which suits both physical and digital execution.	
Adherence to all activities, Legal Opinion/advice regarding all other services/references mentioned in 'Scope of Work' is to be carried out by the successful bidder as an ongoing process simultaneous to the above phases which will run parallel to the above phases.	Throughout the period of the contract depending upon the requirement of the Bank.

Depending upon the requirement of the Bank the above priority of phase may change however, within the maximum timeline prescribed. Though the timeline mentioned for completion of the above phases is 210 days i.e 7 months but as the contract is for 12 months, Bank may seek legal opinion/advice for the services mentioned in the Scope of Work throughout the period of the contract as per Bank's requirement.

1.9 PAYMENT SCHEDULE

On issuance of Engagement Letter by the Bank	10% of the approved commercial Bid
After completion of Phase I of Milestone mentioned above	15 % of the approved commercial Bid
After completion of Phase II of Milestone mentioned above	25 % of the approved commercial Bid
After completion of Phase III of Milestone mentioned above	25 % of the approved commercial Bid
After completion of the entire project to the satisfaction of the Bank and signing off by the Bank on completion of the contract period.	25 % of the approved commercial Bid

The payment as per the above phases shall be released after review of the completion of each phase by the Bank and also after accepting the completion by giving sign off to the successful bidder phase wise

1.10 PAYMENT TERMS & CONDITIONS:

The bid price is inclusive of all applicable taxes and out-of-pocket expenses. The bidder is required to make a reasonable estimate of the same and factor in the bid price. Any change in rates of taxation shall not be made good by Indian Overseas Bank and will have to be borne in full by the successful bidder.

Payment Authority: All payments shall be released by Bank's Central Office as per the terms and conditions stated in subsequent clauses.



1.11 PENALTY

Delivery of services for the above purpose is deemed to be completed only when final report regarding completion of the phase wise project is submitted by the successful bidder. The date of delivery of such services is the date on which the final report is submitted. If the time schedule for delivery of services is not maintained, a penalty of half percent (0.5%) of total fee payable phase wise, for each week or part thereof of the delay subject to a maximum penalty not exceeding five percent (5 %) of the phase wise fee shall be deducted by the Bank from the fee payable for that phase. However, the total penalty for non-adherence to the timeline by the successful bidder shall not exceed 10 % of the approved commercial bid.

1.12. PRICES AND TAXES

1. Prices should be quoted as per format in Annexure 'IV'.
2. The quoted prices shall be exclusive of GST and inclusive of all applicable duties.
3. The quoted prices shall be all inclusive of service charges, local transportation charges, charges such as cost towards boarding, traveling, lodging etc.
4. The quoted price should as per scope, functional requirements & technical specifications mentioned in the RFP.
5. The quoted price should be inclusive of Travelling, Boarding, and Lodging and for any incidental expenses. Bank shall not bear any other cost other than the one indicated in the Commercial Bid format.
6. Applicable taxes like TDS and NEFT charges, if any will be deducted from the amount payable.
7. Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the contract and will not be subject to variation on any account.
8. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
9. Price should not be indicated at any place in the Technical Bid or in any physical documents submitted to the Bank. If the price is indicated in the technical bid, the entire bid will be summarily rejected.
10. The prices shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.



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11. Bids (both technical as well as commercial bid) shall be valid for a period of 180 days from the last date for submission of bids. Bids submitted with a short validity period will be treated as non-responsive and will be rejected.
12. Bids shall be submitted strictly as per the format given in the bid and any addition / deletion / change in the format will be summarily rejected.
13. Bids without signature of authorized signatory of the bidder will be summarily rejected

Bank reserve its right to accept / reject any bid, which is not in line with these conditions.

1.13 PREFERENCE FOR MAKE IN INDIA ORDER 2017 (PPP-MII ORDER)

1. In the tendering process, Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued by GOI, Ministry of Commerce and Industry, Department of Industrial Policy, and Promotion Letter No. P-45021/2/2017(BE-II) dated May 29, 2019, revised on 04-06-2020, further revised on 16-09-2020.
2. Salient features of the order are given below:
 - a. Only class-I Local supplier and Class II Local suppliers shall be eligible to participate in this tender.
 - b. 'Class-I Local supplier' means a supplier or service provider, whose products or service offered for procurement, has local content equal to or more than 50%, as defined in the above-mentioned order.
 - c. 'Class-II Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content more than 20% but less than 50%, as defined in this order.
 - d. 'Non-Local supplier' means a supplier or service provider, whose product or service offered for procurement, has local content less than or equal to 20%, as defined in this order.
 - e. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic Indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Certificate of local Content: The 'Class-I Local supplier' / 'Class-II Local supplier' shall provide a Certificate from the statutory auditor or cost auditor of the company (in case of



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companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal as per Annexure XV. In case the contract value is less than ₹10 Crores, self-certificate would suffice.



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PART II - GENERAL TERMS & CONDITIONS:

2.1. SUBMISSION OF BIDS

2.1.1. SUBMISSION OF BIDS THROUGH E-BIDING PORTAL:

Bidders satisfying the Project Specific terms and conditions and General terms and conditions specified in this RFP and ready to provide the said services as detailed in this document (Scope of Work - Annexure I) may submit their bid through Bank's e-bidding service provider website <https://iobtenders.auctiontiger.net> on or before the time line stipulated vide clause 1.1 of the RFP. Refer clause 2.25 for E-Bid Service prerequisite for bid submission.

Bank's e-bidding website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-bidding website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.

2.1.2. SUBMISSION OF DOCUMENTS:

In addition to uploading the documents in the e-bidding portal, Bidder should also submit the following in a sealed cover to the address notified in the clause 1.1 of the RFP on or before schedule mentioned in clause 1.1 of the RFP.

- a. Bank Guarantee in lieu of EMD for ₹2,00,000/- (Rupees Two Lakh Only).
- b. Integrity Pact in ₹200 Stamp paper in addition to uploading of the same on the portal.

Bidders should be in possession of the acknowledgement issued by e-bidding system for submission of bids through e-bidding system and provide the same if asked by the Bank at the time of opening of technical bids.

In case the above documents are not submitted on or before the schedule mentioned in clause 1.1 of the RFP, the bid will be rejected even if the same is uploaded in the Bank's e-bidding service provider website.

The above documents in a sealed cover should be handed over to the Assistant General Manager, Law Department, Central Office, Chennai on or before the date and time mentioned in the Schedule for bidding process given in clause 1.1 of this RFP.

Bids received in any other mode other than the mode stipulated above, will not be accepted. Bids received after the schedule time will not be considered and lead to disqualification.



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2.2 BID OPENING PROCESS:

The Bank will follow a two-bid submission & opening process through e-bidding system as follows:

1. Technical Bid Submission, Opening and Evaluation.
2. Commercial Bid Submission, Opening and Evaluation.

In the first stage, the technical bids submitted in Bank's e-bidding website shall be opened in the presence of available authorised representatives of the bidders who chose to remain at the time, date and venue mentioned in clause 1.1 of this RFP. The evaluation and short-listing criteria shall be based on the criteria set out in clause 1.6.1 of this RFP.

After evaluation, commercial bid of technically qualified bidders will be opened on bank's e-bidding portal after communicating the date of commercial bid opening to the technically qualified bidders. The evaluation of commercial bids shall be based on the criteria set out in Clause 1.6.2 of this RFP. Awarding of contract shall be based on the criteria spelt out in clause 1.6.3.

2.3. EARNEST MONEY DEPOSIT:

The bid should also be accompanied by BG in lieu of Earnest Money deposit (refundable) of **Rs. 2,00,000/- (Rupees Two Lakhs Only)** in favour of Indian Overseas Bank, payable at Chennai.

Bank Guarantee submitted in lieu of EMD should be valid for minimum period of 6 months with a claim period of 12 months from the date of expiry of guarantee from the last date for submission of bids. The format for submission of EMD in the form of Bank Guarantee is as per **Annexure IX** of this RFP.

This Bank Guarantee in lieu of EMD will be returned to the disqualified bidder along with intimation of disqualification and to unsuccessful bidders and to the successful bidder on receipt of the Bank guarantee as per Annexure-X for performance of services. Bids received without the Bank Guarantee in lieu of EMD mentioned above will be rejected.

Bank shall forfeit EMD /invoke Bank Guarantee in lieu of EMD in the following events:

1. If a bidder withdraws the bid during its validity period.
2. If a bidder makes any statement or encloses any document which turns out to be false/incorrect at a later date.
3. In case the successful bidder fails to sign the contract or fails to furnish the Bank Guarantee (Performance) as required.



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2.4. BIDDER'S INQUIRIES ON RFP & BANK'S RESPONSE:

All enquiries from the bidders, related to this RFP must be directed in writing / email and sent to the address/email ID's as per schedule mentioned in clause 1.1 of the RFP. Any clarifications / query received thereafter shall not be considered and will be ignored. The preferred mode of delivering written questions, to the aforementioned contact person would be through the email followed by letter in writing. In no event, Bank will be responsible in ensuring receipt of inquiries.

Sl.No	Page No.	Clause No.	Description	Clarification	Banks Response

Bank makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its RFP clauses, if any, and the same will be posted in the Bank's website and no separate communication will be sent to individual bidders. However, Bank makes no representation or warranty as to the completeness or accuracy of any response made to the queries in good faith.

2.5. LIABILITIES OF THE BANK:

This RFP is not an offer of the Bank, but an invitation for Bidder's responses. No contractual obligations on behalf of the Bank, whatsoever, shall arise from the bid process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together, notification of award of contract and Bidder's written acceptance thereof shall constitute a binding contract with the bidder.

2.6. OWNERSHIP:

The RFP and all supporting documentation / templates are the sole property of the Bank and violation of this will be breach of trust and the Bank would be free to initiate any action deemed appropriate. The proposal and all supporting documentation submitted by the bidders shall become property of the Bank.

2.7. FURNISHING OF INFORMATION

The Bidder is expected to examine all instructions, forms, terms and specifications in these documents. Failure to furnish all information required by the documents or to submit a bid not substantially responsive to the documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

2.8. FORMAT AND SIGNING OF BIDS



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The original Technical and Commercial bids shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the offer.

2.9. AUTHENTICATION OF ERASURES / OVERWRITING ETC.

Any inter-lineation, erasures, or overwriting shall be valid only if the person or persons signing the bid initial them.

2.10. AMENDMENTS TO RFP TERMS AND CONDITIONS:

Banks reserves its right to issue any amendments to the terms and conditions, technical specification of the RFP at any time prior to the deadline for opening of the technical bids. Such amendments to RFP shall be webcasted through Bank's official website.

2.11. CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT:

Successful bidder and its employees will not strictly communicate or allow to be communicated to any person or divulge in any way, any information relating to the ideas, the concepts, know-how, techniques, data, facts, figures and information whatsoever concerning or relating to the Bank and its affairs to which the said employees have access in the course of the performance of the contract. A non-disclosure agreement as per format provided in **Annexure XI** should be executed by the Successful bidder.

2.12 CLARIFICATION

During evaluation of the bids (both technical and commercial), the Bank may, at its discretion, ask the Bidder for any clarification on its bid. The request for clarification and the response shall be in writing / email, and no change in the prices shall be sought, offered, or permitted after submission of the bid.

2.13. ERRORS AND THEIR RECTIFICATION

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected based on the corrected figure and the corrected figure will be reckoned for determination of L1 bidder. If the bidder does not accept the correction of the errors, its bid will be rejected.

2.14. BANK'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

Notwithstanding anything contained in any of the clauses, Bank hereby reserves its right to accept or reject any or all the bids and to annul the bidding process at any time prior to contract award, 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 Bank's action.

2.15. CONTACTING THE BANK

Any effort by a Bidder to influence the Bank in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

2.16. ACCEPTANCE OF CONTRACT

Within 7 days (exclusive of holidays) of receipt of the Engagement letter, the bidder shall sign, affix official stamp and date the duplicate copy / photocopy of the Engagement letter and Request for Proposal document along with its amendments and return it to the Bank as a token of having accepted the terms and conditions of the Contract.

2.17. PERFORMANCE GUARANTEE

On awarding the contract and acknowledgement of engagement letter the successful bidder shall submit a Bank Guarantee as per **Annexure-X** undertaking to perform the contract within the stipulated time as per scope of work. The amount of performance guarantee shall be 3% of the bid amount.

2.18. FORMATION OF CONTRACT & EXECUTION OF AGREEMENT.

Acceptance of the Engagement letter constitute a valid contract. Successful bidder shall enter into a formal agreement with the Bank detailing terms and conditions set out in this RFP and Engagement letter. However, until an SLA is signed by both the parties, contract so constituted as detailed in this clause shall be construed as Service Level Agreement and shall be applicable. The successful bidder shall also sign a non-disclosure agreement agreeing not to disclose the information provided by the Bank during contract period.

2.19. ASSIGNMENT & SUBCONTRACTING

The Successful Bidder/s shall not assign or subcontract, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent.

2.20. USE OF CONTRACT DOCUMENTS AND INFORMATION

The Successful Bidder shall not, without the Bank's prior written consent, disclose any documents or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Law firm in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.



2.21. TERMINATION CLAUSE

A. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, shall give written notice of default to the Bidder with a cure period of 30 days. After 30 days if Bank is not satisfied with the response, may terminate the Contract in whole or in part:

- a) if the Bidder fails to deliver any or all of the services within the period(s) specified in the Engagement letter, or within any extension thereof granted by the Bank or
- b) if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, performance of services, similar to those undelivered, and the bidder shall be liable to the Bank for any excess costs for such similar and related services subject to the maximum cap of 10% of the undelivered portion. However, the bidder shall continue performance of the Contract to the extent not terminated.

B. TERMINATION FOR INSOLVENCY

The Bank may terminate the Contract by giving written notice to the Bidder on declaration of the successful Bidder as insolvent. Termination in this case will be without compensation to the Bidder.

C. TERMINATION FOR CONVENIENCE

The Bank, by written notice of not less than 30 (thirty) days, may terminate the Contract, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Law firm shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination. It is also clarified that the Bidder shall not be entitled to terminate the contract.

D. TERMINATION FOR OTHER ACTIONS:

The bank has the right to terminate the agreement with immediate effect if the Bidder is blacklisted by statutory authorities or in case any fraud, forgery, or any wrongful action/ inaction or breach of this agreement caused by Bidder or its agents or its employees.

The payment for the work executed till the date of termination shall be made as per payment terms.



E. TERMINATION FOR VIOLATION OF INTEGRITY PACT

The bank has the right to terminate the agreement with immediate effect if Integrity Pact is violated by the bidder during the currency of the contract.

2.22. FORCE MAJEURE

Notwithstanding the provisions of clauses 2.21, the Bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

Similarly, Bank shall also be not liable for any delay or failure in providing required infrastructure or support to the successful bidder to perform its obligations under the contract where such delay or failure is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bank and not involving the Bank's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, pandemic and epidemics.

2.23. COPY RIGHT/LICENCE VIOLATION

The bidder shall explicitly absolve the Bank of any responsibility/liability for use of any documentation; (i.e. the bidder shall absolve the bank in all cases of possible litigation/claims arising out of any copy right/license violation.) for documents sourced either from third parties or from themselves.

2.24. LIMITATION OF LIABILITY:

The liability of bidder under the scope of this RFP (including all indemnities) is limited to the value of the relevant services.

2.25. E-BIDING:

1. Bank has decided to determine L1 through bids submitted on bank's e-Bidding website <https://iobtenders.auctiontiger.net>. Bidders shall bear the cost of



registration on the Bank's e-bidding portal. Rules for web portal access are as follows:

2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-bid. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to bank.
3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-bid service provider before the submission of the technical bids.
4. E-Bidding will be conducted on a specific web portal as detailed in 1.1 (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in 1.1 (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Bidding event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Bidding Auction successfully.
8. However, the bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Bidding cannot be the cause for not participating in the E-Bidding.
10. On account of this, the time for the E-Bidding cannot be extended and BANK is not responsible for such eventualities.
11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Bidding irrespective of the cause.
12. Bank's e-bidding website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-bidding website will receive the



bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.

13. During the submission of bid, if any bidder faces technical issues in Service Provider's website and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-bidding portal and this bid document. However, in event of any such discrepancy, the terms and conditions contained in this bid document shall take precedence.
15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

2.26. OTHER TERMS AND CONDITIONS

- a. The Bank shall have the right to withhold any payment due to the successful bidder in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- b. Successful bidder shall hold the Bank, its successors, Assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its Partners, technical resources and employees. However, the SUCCESSFUL BIDDER would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- c. Successful bidder shall be responsible for managing the activities of its personnel. SUCCESSFUL BIDDER shall be vicariously liable for any acts, deeds or things done by their Partners, technical resources, employees, that is outside the scope of work or instructions issued by the Bank.
- d. The indemnification is only a remedy for the Bank. The successful bidder is not absolved from its responsibility of complying with the terms of the contract. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by the regulatory authorities.
- e. Successful bidder shall be always held entirely responsible for the security and the protection of their employees inclusive of non-working hours. They shall be deemed to have included for all costs associated therewith, including cost of insurance, medical expenses etc. if any. Successful bidder shall inform all his Partners, employees, technical resources, associated in execution of the work



awarded under this RFP to restrict their discussion and work only with the officials connected to the scope of work.

- f. SUCCESSFUL BIDDER shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications of the work entrusted to it.
- g. The Partners, technical resources or any employee of the SUCCESSFUL BIDDER will have no right for claim of employment on the Bank.
- h. No extra claim shall be entertained on account of all the redo of work on account of SUCCESSFUL BIDDER's negligence during executing the job. All such cost shall be borne by the SUCCESSFUL BIDDER.
- i. SUCCESSFUL BIDDER shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives, or any person acting on his behalf.
- j. SUCCESSFUL BIDDER shall take all risk Insurance coverage for its Partners, employees, technical resources, representatives, or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.
- k. SUCCESSFUL BIDDER should indemnify the Bank for Intellectual Property Rights (IPR) / copy right violation, confidentiality breach, etc., if any.
- l. The Bank ascertains and concludes that everything as mentioned in the bid document or its addendum circulated to the bidders and responded by the bidders have been quoted for by the bidders, and there will be no extra cost associated with the same in case the SUCCESSFUL BIDDER has not quoted for the same.

2.27. RESOLUTION OF DISPUTES

The Bank and the successful bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or regarding the interpretation of the context thereof.

In case of any disagreement or dispute between the Bank and the successful bidder which remains unresolved after discussions, the dispute will be resolved in a manner as outlined hereunder.

- 1. In the event of any dispute between the Bank and the successful bidder relating to those contracts where Integrity Pact is applicable, in case both the parties are



agreeable, they shall try to settle dispute through mediation before the panel of IEMS in a time bound manner. The fees/expenses for dispute resolution shall be equally shared by both Bank and successful bidder.

In case the dispute remains unresolved even after mediation by the panel of Independent External Monitors, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, the fees and cost of the arbitration will be equally borne by both the parties. **In case of Arbitration the same shall be done in accordance with the Rules of Arbitration and the award made in pursuance thereof shall be final and binding on the parties.** Courts of Chennai city shall have jurisdiction to the exclusion of other courts, in respect of disputes envisaged above.

2.28 CORRUPT AND FRAUDULENT PRACTICES:

- a) As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- b) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

AND

- c) "Fraudulent Practice" means a misrepresentation of facts to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- d) The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.



2.29 SOLICITATION OF EMPLOYEES

During the term of the Contract and for a period of two years after any expiration of the contract period/termination or cancellation of the Contract, both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and two years thereafter, except as the parties may agree on a case-to-case basis. The parties agree that for the period of the contract and two years thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

- I. initiate discussions regarding such employment without any direct or indirect solicitation by the other party; or
- II. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation

2.30 EXIT CLAUSE

The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:

1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee.
2. Delay in delivery of services beyond the specified period.
3. Serious discrepancy in services provided or the performance levels which have an adverse impact on implementation of the project.
4. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder.

2.31 NAME AND CONTACT DETAILS OF IEM FOR THE ADOPTION OF INTEGRITY PACT IN PUBLIC SECTOR BANK:

As per the directions of Central Vigilance Commission, all public sector banks are required to adopt Integrity Pact in any procurement valued above the threshold value. Bidder shall submit Annexure XII and Annexure XIII on a stamp paper duly signed by their authorized signatory along with the technical bid. Indian Overseas Bank have appointed the IEM for this purpose whose details are hereunder:



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Names	Address	Phone / Mobile No	Email ID
SHRI. JOJNESWAR SHARMA, IDES (RETD.)	HOUSE NO.27, DR ZAKIR HUSSAIN PATH, SARUMOTORIA (HENDERABARI) DISTRICT KAMRUP (METRO), GUWAHATI-781036, ASSAM	8806777701	sharmajoj@gmail.com

2.32 REGULATORY COMPLIANCE

The proposed services to be rendered should comply with the various regulatory guidelines issued by RBI from time to time. Additionally, the documentation to be given should be in compliance with IT Act 2001 and all other relevant statutes.



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PART – III-ANNEXURES
ANNEXURE I –SCOPE OF WORK

INDIAN OVERSEAS BANK
DIGITALISATION – INDICATIVE SCOPE OF WORK

1. BACKGROUND:

- 1.1. The Indian Overseas Bank ("**Bank**") is in the process of digitalization of opening of saving bank account, current account application and loan process such as submitting loan applications, processing, loan documentation and sanction of loans.
- 1.2. The process is going to be fully digital, and end-to-end processing is envisaged to happen in the digital mode. As per the expectation of the Government of India to deliver hassle free loan to the eligible customers, the Bank also aspires to provide a straight through process journey to our customer to enhance the digital experience and reduce the turnaround time.
- 1.3. To deal with the legal issues pertaining to digitalization of above account opening and loan process, we invite quotes from Law Firm for the scope of the work, mentioned in Paragraph #2 and #3, below:

2. DRAFTING REQUIREMENTS:

- 2.1. Digitalisation of banking process: Modification of applications / forms used in banking process but not limited to saving bank account, current account, loan account, overdraft facility account, escrow account, nodal account, and other accounts, as may be notified by the Reserve Bank of India ("**RBI**") and implemented by the Bank. Further, assist with drafting of: (a) bi-lateral agreements with National Payments Corporation of India ("**NPCI**"); and (b) draft terms and conditions for the credit cards and debit cards to be issued by the Bank.
- 2.2. KYC process: Modification and digitalisation of know your customer ("**KYC**") (both online and offline) in terms of the RBI Master Direction - KYC Direction, 2016 ("**KYC Master Directions**"). Process with respect to handling of documents in electronic form to the extent with our prevailing statutory and regulatory requirements. Further, assist with drafting of regulatory policies and process notes as mandated under the KYC Master Direction.
- 2.3. Digitalisation of Loans: Modification / simplification/drafting of all documents used in normal course of banking process but not limited to loans and loans documents / sanction advice to suit digitalisation and for enabling digital execution of such documents for loan schemes such as retails loan, Agri loan, MSME, credit card, corporate loans and all type of loans in our Bank. Further, assist with:



- a) draft the online loan application form and process separately for the stakeholders;
- b) document check-list for each category of loan transactions;
- c) advice on verification of compliance of pre-disbursement conditions and documents in relation thereto;
- d) advising on and drafting documents required for creation of security for securing the loan;
- e) advise on the online loan collection methodology;
- f) advise on online verification process;
- g) advise on online loan disbursal process;
- h) advise on loan collection process; and
- i) draft online loan closure process and documentations.

2.4. Documentation: Drafting of certificates / resolutions / which may be required by the Bank from its customers as part of conditions precedent in any loan transaction.

2.5. Non-disclosure agreements: Drafting of standard non-disclosure agreements which may be entered into by the Bank with its customers / vendors.

2.6. Agreements with vendors and partners: Facilitate the Bank in finalizing the contracts / agreements but not limited to software licensing terms / service level agreements/ memorandum of understanding / master service agreement with Bank's vendors/ bank's fintech partner / any other agencies as required by Bank. Further, for the purpose of digitalisation of Bank, assist with drafting and negotiating the following with vendor partner: (a) API integration agreement for its digital banking process; (b) outsourcing agreements; and (c) template of service agreement with vendors.

2.7. Standard asset and liability products documents: Assist the Bank with standardization and simplification of the various asset and liability products documents including documents in Manual on Documentation currently in use by the Bank branches, as per the various guideline issues by regulators and statutory bodies protecting the Bank's interest in all the forum.

2.8. Third-party digital lending: Drafting of the digital lending agreements and platform agreements for the Bank.

2.9. Data privacy and cybersecurity in digitalisation of banking process: Drafting of: (a) robust cyber security / resilience framework to ensure adequate cyber-security preparedness among banks; and (b) data sharing, data monetisation, data localisation and cyber security policy and crisis management plan as may be required by the RBI.

2.10. Credit information and scoring process: Drafting partnership agreements with core investment companies ("**CIC**") to provide credit information and scoring processes.



3. LEGAL ADVISORY:

3.1. Digitalisation of banking process: Advice in relation to:

- a) opening of 'Digital Banking Unit';
- b) infrastructure, technology, products and services, customer grievances and reporting requirements as stipulated under RBI Notification on Establishment of Digital Banking Units dated April 7, 2022;
- c) positions as stipulated under the Niti Aayog Discussion Paper on digital banking and RBI's Working Group's recommendations on digital lending

3.2. KYC process: Legal advice in relation to: (a) online collection, storage, verification and approval mechanism for customer on-boarding and KYC process, including enhanced customer due-diligence; (b) implementation of anti-money laundering and counter financing of terrorism framework for the Bank, in terms of KYC Master Directions, Prevention of Money -Laundering Act, 2002 read with Prevention of Money -Laundering (Maintenance of Records) Rules, 2005 and SEBI {KYC (Know Your Client) Registration Agency} Regulations, 2011 (if applicable); (c) identification and treatment of relationship with Politically Exposed Persons; and (d) indemnification and reporting of suspicious transactions to the FIU-IND.

3.3. Digitalization of loans: Legal advice/opinion on the queries of the Bank relating to end to end digitalization of banking process but not limited to account opening applications, loan applications, loan documentation, e- stamping, e-signature / digital signature and execution of documents in electronic form. To advice / opinion on the impact of digitalization of banking process including but not limited to recovery of loans legal issues involved in case of Bank's system integration of loan applications/loan documents with National E-Governance Services Limited (NeSL), Stock holding Corporation of India Ltd. (SHCIL), other statutory platform / Bank's fintech partner / any other agencies as required by business.

3.4. Relationship with FinTechs: Advising in relation to:

- a) operationalization of current accounts, nodal accounts and escrow accounts for e-commerce, peer-to-peer (P2P) remittances [Online Payment Gateway Law firms (OPGSP), Special Non-Resident Rupee Account (SNRR), Outbound P2P and Miscellaneous remittances] by new global players, payment gateways and payment aggregators;
- b) third-party digital lending and deposits, buy now pay later (BNPL), third party application provider (TPAPs), data analytics, etc. platforms for customer acquisition;



- c) benefits to the bank on offering BNPL services;
 - d) retrospective and prospective impact of extending first loan default guarantee (FLDG) arrangement involving synthetic structure to FinTechs.
- 3.5. Structuring advice: Legal advice in relation to value unlocking and hiving off technology/ shared services/ banking App – with third-party funding/ JVs.
- 3.6. Technology: Enforceability of electronic documents in line with Information Technology Act, 2000 /Limitation Act, 1963/The Indian Stamp Act, 1899/Evidence Act, 1872/Code of Civil Procedure, 1908 and other relevant laws/regulations/rules; and legal advice in relation to usage of block chain technology, if required. Further also advising on: (a) issues pertaining to cybersecurity and data privacy in digitalisation of opening of Saving Bank Account, Current Account application and loan process; (b) robust cyber security/resilience framework to ensure adequate cyber-security preparedness among banks on a continuous basis including on cyber security policy and cyber crisis management plan in terms of the RBI guidelines on Cyber Security Framework vide circular dated June 2, 2016; (c) tokenisation requirement in terms of RBI circular on card on file tokenisation dated September 7, 2021;
- 3.7. Arrangement with vendors and partners: Legal advice in relation to: (a) API/ SDK integration with Bank for digitalisation; (b) advice on outsourcing arrangement in terms of the applicable RBI guidelines including but not limited to Guidelines for Managing Risk in Outsourcing of Financial Services by Co-operative Banks dated June 28, 2021.
- 3.8. Credit information and scoring process: Legal advice in relation to compliance with RBI's guidelines for CIC dated August 2020, including on registration of the CIC with RBI, if applicable.
- 3.9. Certification of Enforceability: The documents devised for the purpose of granting of loans by the Bank should be certified as enforceable before judicial forum/court of law.
- 3.10. Miscellaneous advisory:
- a) Legal advice on Article Codes and Stamp Duty payable as per the State Stamp Act for digital stamping/e-stamping of loan documents.
 - b) Legal advice in relation to data sharing, data monetisation, and data localisation requirements.
 - c) The stage wise implementation of digitalisation process for which legal opinion/advice may be called from time to time is annexed as Annexure;



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- d) To advice on enforceability of financing documents including security documents.
- e) To advice/opinion on electronic data/record protection norms, privacy norms and archival norms with respect to end to end digitalisation of banking process in line with relevant statues, rules and regulations.
- f) Provide legal opinions/recommendations in all phases of digital transformation journey of the bank but not limited amendments of all documentation procedures used in normal course of banking process with respect to end to end digitalisation transformation journey of the bank, digital execution of electronic documents through e-sign providers, e-stamping of the electronic documents through e-stamping providers, consolidate the loan/advances documentation procedure, recommend the alternate mechanism to digitalize the instruments in alternate to instrument which cannot be brought under digitalization process as per the prevalent statues/rules/regulations, data security, cyber security, evolving technologies, IT security , digital forensics, data protection and privacy norms, data classification, data archival as required by bank.
- g) Any other process where legal assistance is required by the bank during the digitalisation project.

4. MEETINGS:

- 4.1. Reply to all legal queries/opinion, which may arise for the purpose of digitalisation of entire banking process but not limited to loan application, loan documents for the schemes mentioned above, its execution and enforceability, opening of saving and current account, credit cards and other Bank products/applications/services.
- 4.2. Liaising with compliance, liability, products, risk management, credit verticals, law department, recovery department and information technology department or any other department/s, of our Bank as per the requirement of the Bank.
- 4.3. Attending meetings if required, with Reserve Bank of India and/or any other regulatory authority in relation to the digitization project.

5. OTHER REQUIREMENTS:

- 1. On implementation of the loan schemes based on the services rendered by the successful bidder any problem, issues arise during implementation and operational of loan schemes the bidder should hand hold the bank during implementation phase and post implementation phase till the system stabilizes.



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2. Bidder should position sufficient number of staff for providing the services by deploying employees/ resources onsite (Central Office of the Bank) for perusing the documents/legal references and discussing with the official of the bank on day to day basis and also address the issues during the roll out and stabilization without any additional cost to the bank.



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ANNEXURE-II- FORMAT FOR TECHNICAL BID

To:

**THE ASSISTANT GENERAL MANAGER,
INDIAN OVERSEAS BANK,
LAW DEPARTMENT
763, ANNA SALAI,
CHENNAI – 600 002.**

DATE:

Subject: Submission of the Technical bid for **end-to-end processing of digitalisation of banking process/loan schemes/account opening etc.**

Dear Sir/Madam,

We, the undersigned, offer to provide Legal Services to Indian Overseas Bank on **End-to-End processing of Digitalisation of Banking process/Loan Schemes/Account opening etc.** mentioned in your Request for Proposal dated <insert date>. We are hereby submitting our Proposal, which includes the technical bid and the Commercial bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this technical bid are true and we accept that any misinterpretation contained in it may lead to our disqualification.

We undertake that if our Proposal is accepted, we shall initiate the services related to the assignment not later than the date indicated in engagement letter.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <180> days as stipulated in the RFP document.

We understand that you are not bound to accept all the Proposals that you may receive.

Yours sincerely,

Authorized Signature (*In full and initials*):

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____



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ANNEXURE-III-OFFER COVERING LETTER

**THE ASSISTANT GENERAL MANAGER,
INDIAN OVERSEAS BANK,
LAW DEPARTMENT
763, ANNA SALAI,
CHENNAI – 600 002.**

DATE:

Dear Sir,

Sub: Your RFP No. RFP/Law/001/22-23 dated 17/09/2022 for Legal Services for support to Indian Overseas Bank, for End-to-End processing of Digitalisation of Banking Process/Loan Schemes/Account opening etc

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

We confirm that the offer is in conformity with the terms and conditions in the above RFP and we agree to all the terms and conditions of the RFP and subsequent amendments made, if any.

We confirm that, we have not been blacklisted / debarred / disqualified / by Central Government / State Government/IBA/Bar Council of India/ Bar Council of state as on date of issue of RFP

We also understand that the Bank is not bound to accept the bid / offer either in part or in full and that the Bank has right to reject the bid / offer in full or in part or cancel the entire bidding process without assigning any reasons whatsoever.

We furnish hereunder the details of Bank Guarantee submitted towards EMD Amount.

Description	Amount in INR	DD / BG NUMBER	DATE OF THE BG	Name of issuing Bank & Branch
EMD Amount	2,00,000			

Yours faithfully,

(Authorized Signatory)



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ANNEXURE IV -FORMAT FOR COMMERCIAL BID

To:
**THE ASSISTANT GENERAL MANAGER,
INDIAN OVERSEAS BANK,
LAW DEPARTMENT
763, ANNA SALAI,
CHENNAI – 600 002.**

DATE:

Subject: Submission of the COMMERCIAL bid for **END-TO-END PROCESSING OF DIGITALISATION OF BANKING PROCESS/LOAN SCHEMES/ACCOUNT OPENING ETC**

Dear Sir/Madam,

We, the undersigned, offer to provide legal services for end-to-end processing of digitalisation of banking process/loan schemes/account opening etc in accordance with your Request for Proposal dated [Date] and our COMMERCIAL BID IS as below:

Description	Total Cost
Charges for completion of work as per 'Scope of Work'/RFP (This amount is inclusive of OUT-OF-POCKET EXPENSES, Miscellaneous expenses, applicable taxes excluding GST)	

Our COMMERCIAL BID shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., 180 days. We understand that you are not bound to accept any/all Proposal you may receive.

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:



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ANNEXURE V-LETTER OF UNDERTAKING

**The Assistant General Manager
Law Department
Indian Overseas Bank
Central Office
763 Anna Salai
Chennai- 600 002**

Dear Sir,

1. We hereby confirm that we agree to all RFP terms and conditions in the RFP/LAW/008/22-23 dated _____ its Annexures, amendments made to the RFP without any pre-conditions. Any presumptions, assumptions, deviations given or attached as part of technical document (technical bid) be treated as null and void.
2. We confirm that the undersigned is authorized to sign on behalf of the company and the necessary support document delegating this authority is enclosed to this letter.
3. We also agree that you are not bound to accept the lowest or any bid received, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
4. We also undertake to submit the service level agreement and non-disclosure agreements as per the format provided in the RFP on the contract being awarded to us.
5. We also declare that we are not under any Bankruptcy or Liquidation process and complies with all applicable statutory provisions governing us. We also understand that our bid shall be liable to be rejected if our declaration is found incorrect.

Dated at _____ this _____ day of _____ 2022.

Yours faithfully,

For _____
Signature: _____
Name: _____

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:

Enclosed: Power of attorney/Letter of authorization



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ANNEXURE VI-SELF DECLARATION – BLACKLISTING

**The Assistant General Manager
Law Department
Indian Overseas Bank
Central Office
763 Anna Salai
Chennai- 600 002**

Dear Sir,

We hereby certify that we have not been blacklisted by Central Government / State Government/ IBA/Bar Council of India/ Bar Council of State/RBI as on date of the RFP.

Authorized Signatory

Name and Designation

Office Seal

Place:

Date:



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ANNEXURE-VII –TEAM COMPOSITION AND THEIR AVAILABILITY

Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical staff.

Form 9.1: Team composition and Key Tasks

Name of Staff with Qualification and Experience	Area of Expertise	Position Assigned	Task Assigned



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ANNEXURE-VIII- CURRICULUM VITAE (CV) OF KEY PERSONNEL

1.Name of Staff

2.Present Designation/Position: *[only one candidate shall be nominated for each position Expert]:*

4. Age:

5. Education:

6. Total No. of years of experience:

7. Total No. of years with the firm:

8. Areas of expertise:

9. No. of years of experience in the field related to Scope of Work:

10. Professional Certifications:

11. Details of Involvement in Similar Projects:

12. Languages Known:

12. Membership of Professional Associations:

13. Employment Record: *[Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From (Year): To (Year):

14. Relevant Work Undertaken that Best Illustrates the experience as required for the Role:

Name of assignment or project:

Year:

Location:

Main project features:

Positions held:

Activities performed:

15. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to the disqualification of our law firm from the assignment if engaged.

Date:

(Signature of staff member or authorized representative of the staff) Day/Month/Year

Full name of Authorized Representative:



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ANNEXURE IX-BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To
The Assistant General Manager
Law Department
Indian Overseas Bank
Central Office
763 Anna Salai
Chennai- 600 002

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder" has submitted its bid dated _____ (Date) for the execution of **End to End processing of Digitalisation of Banking process/Loan Schemes/Account opening etc.** (hereinafter called "the Bid") in favour of Indian Overseas Bank (hereinafter called the "Employer"); KNOW ALL MEN by these presents that we, _____ (name of the issuing Bank), a body corporate constituted under the _____ having its Head Office at _____ amongst others a branch/office at _____ (hereinafter called "the Bank"*) are bound unto the employer for the sum of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents; THE CONDITIONS of this obligation are:

- (a) If the Bidder withdraws its Bid during the validity period specified in the Bid; or
- (b) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity and fails or refuses to execute the Agreement, if required; or
- (c) fails or refuses to furnish the performance guarantee, in accordance with clause 2.17 of RFP.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or all of the above-mentioned conditions, specifying the occurred condition or conditions.

Notwithstanding anything to the contrary contained herein:

- i) Our liability under this Bank guarantee shall not exceed Rs _____ (Rupees _____ only) and
- ii) This Bank guarantee shall be valid up to and till.....only, being the date of expiry of the Guarantee and



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- iii) We are liable to pay the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before.....(**) being the date of expiry of the claim period"

For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Chennai city where the Bank has its Central Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

the within named Guarantor,

by the hand of Shri _____,

its authorised official.

(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee.



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ANNEXURE X- PROFORMA OF BANK GUARANTEE (PERFORMANCE)

THIS GUARANTEE AGREEMENT executed at _____ on this _____ day of _____ Two Thousand Twenty-One

BY:

_____ Bank, (*) **a body corporate constituted under Banking Companies Acquisition and Transfer of Undertakings) Act, 1970,** having its Registered Office/ Head Office at _____, and a Branch Office at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

Indian Overseas Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Central Office at 763, Anna Salai, Chennai 600 002 (hereinafter referred to as "**Bank**", which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

A) WHEREAS the Bank, on _____ has concluded a Contract as per Engagement letter ref:.....with _____ a company within the meaning of the Companies Act, 1956 (1 of 1956) or a partnership firm registered under Partnership Act/ an LLP under the LLP Act, 2008 and having its registered office at _____ for End to End processing of Digitalisation of Banking process/Loan Schemes/Account opening etc. as stipulated in Clauses 2 &3 of, Annexure-I of the RFP.

1. **AND WHEREAS** pursuant to the Bid Documents, engagement letter, and the other related documents (hereinafter collectively referred to as "the said documents"), the Bank has agreed to engage M/s....., the successful bidder who has agreed to provide End to End processing of Digitalisation of Banking process/Loan Schemes/Account opening etc. more particularly described in the said documents, subject to payment of the price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained in the said documents.
2. **AND WHEREAS** pursuant to the above arrangement, the Bank, has concluded a Contract, with M/s. on (Hereinafter referred to as "the Successful Bidder" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and



assigns), subject to the terms and conditions contained in the said documents and the bidder has duly confirmed the same.

3. **AND WHEREAS** in terms of the Contract stated in the said documents, the bidder has agreed to execute the work and render services as provided in RFP dated _____ and to provide an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Scheduled Commercial Bank other than Indian Overseas Bank towards faithful observance and performance by the Successful **bidder** of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.
4. **AND WHEREAS** at the request of the Successful Bidder, the Guarantor has agreed to guarantee the Bank, payment of Rs. _____ (Rupees _____ only) towards faithful observance and performance by the Bidder of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees the Bank as follows:

5. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Chennai forthwith, an amount of Rs as aforesaid due to the Bank from the Bidder, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the Successful Bidder for not complying with contractual terms and non-performance of other terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the Successful Bidder. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Successful Bidder or any dispute between the Bank and the Successful Bidder pending before any Court, Tribunal, Arbitrator, or any other authority.
 1. The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
 2. The Bank shall be the sole judge to decide whether the Successful Bidder has failed to perform the terms of the Contract and on account of the said failure what amount has become payable by the Successful Bidder to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive, and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.



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3. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank
4. The liability of the Guarantor, under this Guarantee shall not be affected by
 - i) any change in the constitution or winding up of the Bidder or any absorption, merger or amalgamation of the Successful Bidder with any other company, partnership firms or concern; or
 - ii) any change in the management of the Successful Bidder .
 - iii) any change in the constitution of the Bank / Successful Bidder; or
 - iv) any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
 - v) The absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything to the contrary contained herein:
 - i) Our liability under this Bank guarantee shall not exceed Rs_____ (Rupees _____ only) and
 - ii) This Bank guarantee shall be valid up to and till.....only, being the date of expiry of the Guarantee and
 - iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the Guarantee period and all your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before.....(**) being the date of expiry of the claim period"
7. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the **courts of Chennai city** where the Bank has its Central Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY
the within named Guarantor,

by the hand of Shri _____,
its authorised official.



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(*) To be suitably altered depending on the nature of constitution of the bank that issues the guarantee.

(**) There shall be a claim period of 12(twelve) months from the date of expiry of the guarantee.



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ANNEXURE XI-FORMAT FOR NON-DISCLOURE AGREEMENT

THIS AGREEMENT made and entered into at Chennai on this the.... day of.....2022 between **Indian Overseas Bank**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Central Office at No.763, Anna Salai, Chennai, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

.....a company incorporated under the Companies Act 1956 or a partnership firm registered under Partnership Act/ an LLP under the LLP Act, 2008 with its registered office at and its local office at hereinafter called the "Successful Bidder" which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is interalia engaged in the business of banking and in the course of such business activity intend to implement End to End processing of Digitalisation of Banking process/Loan Schemes/Account opening etc. as per 'Scope of Work' in RFP dated _____ at its Organization.

The Bank has short-listed the Successful Bidder after completion of bidding process for the above purpose. The details of such services to be rendered are as per Engagement letter/ 'Scope of work' in RFP issued by the Bank, duly accepted by the Successful Bidder.

In pursuance of the same, the parties intend to engage in discussions and negotiations concerning 'Scope of Work' between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of execution of 'Scope of Work'.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information-

Confidential information means all information disclosed/furnished by either party to the other party in connection with the services rendered as per RFP. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records **of Bank or Bank's customer**. The Successful Bidder may use the



information solely for and in connection with the purpose for which the information was provided.

2. Use of Confidential Information.

- i. Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.
- ii. The Successful Bidder shall not commercially use or disclose for commercial purpose any confidential information, or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.
- iii. The Successful Bidder shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement about the contents/provisions thereof, or any other information relating to this agreement, provided for the purpose of this agreement without the prior written approval of the Bank.

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

- i. Is already known to the receiving party (i.e. the party receiving the information) at the time of the disclosure without an obligation of confidentiality
- ii. Is or becomes publicly known through no unauthorized act of the receiving party
- iii. Is rightfully received from a third party without restriction and without breach of this agreement
- iv. Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented
- v. Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- vi. Is approved for release by written authorization of the disclosing party; or
- vii. Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that



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the Receiving party shall first have given notice to the Disclosing Party that the confidential information and / or documents so disclosed be used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution and shall continue till expiration or termination of this agreement due to cessation of the services agreed under the contract between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

The obligation under NDA shall survive the expiration/termination of the original contract referred and the obligations contained herein shall continue indefinitely as long as the underlying information remains confidential. The obligations of the Successful Bidder respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the Successful Bidder, the bank shall retain title and all intellectual property and proprietary rights in the confidential information.

6. Return of confidential information:

Upon written demand of the either parties, the other party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

Notwithstanding anything contained in this Agreement, the Successful Bidder may retain sufficient documentation to support any opinion/ advice that it may provide. Such documentation shall continue to be governed by the terms and conditions of this Agreement.

7. Remedies:

The Successful Bidder acknowledges that if it fails to comply with any of its obligations hereunder, the Bank may suffer immediate, irreparable harm for which monetary



damages may not be adequate. The Successful Bidder agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief hereunder.

8. Entire Agreement:

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Indemnity:

The Successful Bidder agrees to keep confidential all information concerning the Bank that could be considered as "Confidential Information".

The Successful Bidder agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the Successful Bidder would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise howsoever as part of the assignment or other related jobs entrusted and done by the Successful Bidder. The Successful Bidder agrees that the amount of compensation as decided by the Bank will be final.

The Successful Bidder agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.

10. Severability:

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

11. Dispute Resolution Mechanism:

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.



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12. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Chennai.

13. Governing laws

The provisions of this agreement shall be governed by the laws of India.

In witness whereof the parties hereto have set their hands through their authorized signatories.

BANK
(Authorized Signatory)

SUCCESSFUL BIDDER
(Authorized Signatory)



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ANNEXURE XII- PRE-IP-COVERING LETTER

Ref:

Dated:

To,
Indian Overseas Bank

Sub: Submission of Offer for Bid ref: RFP/LAW/008/22-23 dated ----- for Legal Services for support to Indian Overseas Bank, for End-to-End processing of Digitalization of Banking Process/Loan Schemes/Account opening etc

Dear Sir,

The Bidder acknowledges that Indian Overseas Bank stands committed to following the principles of transparency, equity, and competitiveness in public procurement` as enumerated in the integrity Agreement enclosed with the bid document.

The Bidder agrees that the Notice Inviting Bid is an invitation to offer made on the condition that the bidder will sign the enclosed Integrity Agreement, which is an integral part of the bid documents, failing which the Bidder will stand disqualified from the bidding process. The Bidder acknowledges that the bid would be kept open in its original form without variation or modification for a period of 180 days and the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT/RFP.

Bidder confirms acceptance and compliance with the Integrity Agreement in letter and spirit and further agrees that execution of the said Integrity Agreement shall be separate and distinct from the main contract which will come into existence when bid is finally accepted by Indian Overseas Bank. The bidder acknowledges that the mere signing of Integrity pact between the Bidder and the Bank does not in any way guarantee award of Contract to the Bidder. The bidder acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 12 of the enclosed Integrity Agreement.

Bidder acknowledges that in the event of the Bidder's failure to sign and accept the Integrity Agreement, while submitting the Bid, Indian Overseas bank shall have unqualified, absolute, and unfettered right to disqualify the Bidder and reject the Bid in accordance with the terms and conditions of the bid.

Yours faithfully,
(Duly Authorized Signatory of the Bidder)



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ANNEXURE XIII- PRE-CONTRACT INTEGRITY PACT

TENDER NAME: Legal Services to support Indian Overseas Bank for End-to-End processing of Digitalization of Banking Process/Loan Schemes/Account opening etc

TENDER NO: RFP Ref No. RFP/Law/008/22-23 dated -----

Preamble

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the _____ day of _____ (month) 2022, between, on one hand, Indian Overseas Bank acting through Shri/smt, Asst. General Manager of Indian Overseas Bank, a nationalized Bank and an undertaking of the Government of India constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, -1970 hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s

_____, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____

_____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the " BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to provide Legal Services for support to Indian Overseas Bank, for End-to-End processing of Digitalization of Banking process/Loan Schemes/Account opening etc. and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / Services and

WHEREAS the BIDDER is a private company/public company / Government undertaking / partnership / LLP / registered export agency (strike off the items which are not applicable) the and is the original manufacturer / integrator / authorized / Government sponsored export entity of the stores / equipment / item or Service Provider in respect of services constituted in accordance with the relevant law in the matter and the buyer is a Nationalized Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (Tender No.: _____) hereinafter referred to as "Tender / RFP" and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the BUYER values full compliance with all relevant laws of the land, rules, bye-laws, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).



AND WHEREAS, in order to achieve these goals, the BUYER has appointed Independent External Monitor (IEM), to monitor the tender process and the -execution of the Contract for compliance with the Principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or "Pact", the terms and conditions of which shall also be read as Integral part and parcel of the Tender documents and Contract between the parties.

AND WHEREAS Bidder and BUYER understands that the signing of this Integrity Pact is a preliminary qualification to participate in the aforementioned bidding process.

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnesseth as under:

The contract is to be entered into with a view to: -

Enabling the BUYER to procure the desired said stores/equipment/item/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures.

The parties hereby agree hereto to enter into this Integrity Pact and agree as follows:

Article 1: Commitments of the BUYER

- 1.1 The BUYER undertakes that no employee of the buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same- information and will not provide any such information to any particular BIDDER which could afford an undue and unfair advantage to that particular BIDDER in comparison to other BIDDERS. The BUYER will ensure to provide level playing field to all BIDDERS alike.



- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted breach(es) or breaches per se of the above commitments as well as any substantial suspicion of such a breach. The bidder(s)/Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.
- 1.5 The BUYER will exclude from the process all known prejudiced persons.

Article 2: Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following principles during participation in tender process and doing contract execution: -

- 2.1 The BIDDER will not, directly or through any other person or firm, offer, promise or give to any of the buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.2 The BIDDER will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing 'to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Bank.



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- 2.4 The BIDDER of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidders(s)/Contractors(s). Further, as mentioned in the Guidelines all the payments made to Indian Agent/representative have to be in Indian rupees only.
- 2.5 The BIDDER who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2.6 The bidder(s)/Contractor(s) will when presenting their bid, disclose any and all payments made, is committed to or intends to make an agent, brokers or any other intermediaries in connection with the award of the contract.
- 2.7 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.8 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.9 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.



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- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the-BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Article 3 - Equal Treatment of all Bidders/Contractors/Subcontractors

Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the Principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

- 3.1 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors who shall take responsibility of the adoption of the integrity pact by the sub-contractors.
- 3.2 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.
- 3.3 In case of joint venture, all the partners are required to sign the integrity pact.

Article 4: Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other Company/ PSU/ Nationalized Bank in any country in respect of any corrupt practices envisaged hereunder or with any Nationalized Bank/ Public Sector Enterprise in India or any "Government Department in India that could justify BIDDER's exclusion from the tender process.



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- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason. If the bidder makes incorrect statement on the subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".
- 4.3 The imposition of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression. Buyer shall reserve the right to debar the- BIDDER from participating in future bidding processes of- the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 4.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.
- 4.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.
- 4.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Article 5: Criminal Liability

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

Article 6: Compensation for Damages

- 6.1 If the BUYER has disqualified the BIDDER from the tender process prior to the award on account of Violation of Article 2, the BUYER is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 6.2 If the BUYER has terminated the contract on account of Violation of Article 2, or if the buyer is entitled to terminate the contract on account of Violation of Article 2, the BUYER shall be entitled to demand and recover from the BIDDER liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.



Article 7: Sanction for Violations

- 7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.
 - (ii) The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
 - (v) To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.
 - (vi) To debar the- BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (vii) To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.
 - (viii) In cases where irrevocable Letters of Credit have been received in respect of any-contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (ix) Action as per the procedure mentioned in the "Guidelines on Banning of business dealing" may be taken.
- 7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1 [i] to [ix] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988, GFR 2017 as amended from time to time or any other statute implemented for prevention of corruption or any other financial regulations.
- 7.3 The decision of the BUYER to the effect that a breach of the Provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact.



Article 8: Independent External Monitor

8.1 The BUYER has appointed Independent" External Monitor [hereinafter referred to as Monitor] for this Pact in consultation with the Central Vigilance Commission. They are,

Shri. Jojneswar Sharma, IDES (Retd.)
House no.27, Dr Zakir Hussain Path,
SARUMOTORIA (Hengerabari)
District Kamrup (Metro),
Guwahati-781036, Assam.
Ph: 8806777701
Email id : sharmajoj@gmail.com

8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this Pact.

8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitor have the right to access all the document relating to the project/procurement, including minutes of meetings. The same is applicable to Subcontractors of the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations.

8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor on report of complaints shall examine the complaints received and shall give their recommendations/view to the Chief Executive of the BUYER at the earliest. IEM may also send their report directly to the CVO in case of suspicion of



serious irregularities requiring legal/administrative action. Only in case of very serious irregularities having a specific, verifiable vigilance angle, the matter shall be reported directly to the Vigilance Commission. IEMs shall tender their advice on complaint within 30 days.

- 8.9 The word '**Monitor**' would include both singular and plural.
- 8.10 The Monitor Shall have access to all the documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents /records/information having National security implications and those document which have been classified as Secret/Top Secret are not to be disclosed.
- 8.11 The Monitor may also look into any issues specifically raised before them, relating to execution of contract after award of contract.
- 8.12 If the Monitor has reported to The designated Authority of BUYER, a substantiated suspicion of an offence under Indian Penal Code/Prevention of Corruption Act as the case may be, and the designated Authority of BUYER has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

Article 9: Dispute Resolution:

- 9.1 In the event of any dispute between the and the contractor relating to those contracts where Integrity Pact is applicable, in case both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMS in a time bound manner. In case the dispute remains unresolved even after mediation by the panel of Monitors, the BUYER shall have the right to take further action as per the terms and conditions of the contract. The fees/expenses for dispute resolution shall be equally shared by both parties.
- 9.2 The Monitor will submit a written report to the designated Authority of BUYER within 4 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Article 10: Law and Place of Jurisdiction

This Pact is subject to Indian Laws. The place of performance and jurisdiction is as notified by the BUYER.



Article 11: Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant laws in force relating to any civil or criminal proceedings.

Article 12: Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

Article 13: Code of Conduct

Bidders are also advised to- have a Code of Conduct clearly rejecting the use of bribes and other unethical behavior and a compliance program for the implementation of the code of conduct throughout the company.

Article 14: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and no alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

Article 15: Other Provisions

This Pact is subject to Indian laws. The place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the BUYER or as otherwise notified by the BUYER, who has floated the Tender.

- 15.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/ Side agreements in this regard and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.



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- 15.2 If the BIDDER is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution. In case of joint venture, all the partners are required to sign the integrity pact.
- 15.3 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 15.4 Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact", any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall be first referred to IEM, who, then after examination, referred to CVC through Vigilance Dept.
- 15.5 Issues like warranty/Guarantee etc. shall be outside the purview of IEM.
- 15.6 In the event of any contradiction between the Integrity Pact and its annexures, the clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity pact aton

BUYER
Name of the Officer
Designation
Indian Overseas Bank

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1.
2.

Witness
1.
2.



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ANNEXURE XIV– AGREEMENT FOR AVAILING LEGAL SERVICES FOR SUPPORT TO INDIAN OVERSEAS BANK FOR END-TO-END PROCESSING OF DIGITALIZATION OF BANKING PROCESS/LOAN SCHEMES/ACCOUNT OPENING ETC

This Agreement is executed at Chennai on between Indian Overseas Bank, a body corporate constituted under the provisions of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its registered office at Central Office, 763 Anna Salai, Chennai – 600 002, hereinafter referred to as "Bank" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST Part.

AND

....., **(Name of the company)** a Public/ Private limited company incorporated under the Companies Act, 1956/Partnership constituted under the Indian Partnership Act, 1932/LLP constituted under LLP Act, 2008 (strike out whichever is not applicable) and having its registered office at hereinafter referred to as "**Successful Bidder**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND Part.

This agreement should be read along with the RFP/Engagement letter and its amendments.

WHEREAS:

the Bank desires to engage the services of Bidder as Legal Consultant to support Indian Overseas Bank for end to end processing of digitalization of banking process/loan schemes/account opening etc. as stated in the scope of work, **ANNEXURE-1** of RFP/..... dated and issued Engagement Letter dated This Agreement is valid as per the terms and conditions mentioned in Engagement Letter and RFP (and its amendments, if any) and for the subsequent renewals thereof as agreed between both the parties

and

Bidder has executed the Integrity Pact on and agreed to provide the services described in the Scope of Work Annexed as "Annexure 1" to the RFP and in this agreement as per the terms and conditions set forth in RFP/Engagement Letter.



NOW, THEREFORE, the Parties agree as follows:

1. Definitions and Construction.

1.1. **Definitions.** The following defined terms used in this Agreement shall have the meanings specified below:

1.1.1. **“Party” or “Parties”** shall mean either Bank or the bidder or both, as the case may be.

1.1.2. **“Effective Date”** means the date of execution of this agreement.

1.1.3. **“Confidential Information”** of the Parties shall mean all information and documentation of each Party, respectively, whether disclosed to or accessed by the other in connection with this Agreement, including (A) with respect to Bank, (i) all Bank Data, Documents, Bank Intellectual Property and all other information of Bank or its providers, customers (including their employees and job applicants), suppliers, Law Firms and other third parties doing business with Bank, and (ii) any information developed by reference to or use of Bank's Confidential Information, (B) with respect to Bank and the bidder, the terms of this Agreement; provided, however, that except to the extent otherwise provided by Law, the term “Confidential Information” shall not include information that (i) is independently developed by the recipient, as demonstrated by the recipient's written or electronic records, without violating the disclosing Party's proprietary rights, (ii) is or becomes publicly known (other than through unauthorized disclosure), (iii) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, or (iv) is already known by the recipient at the time of disclosure, as demonstrated by the recipient's written records, and the recipient has no obligation of confidentiality other than pursuant to this Agreement, and (C) with respect to the bidder, any and all (i) bidder Intellectual Property and New Intellectual Property, (ii) information or documentation relating to bidder's business, business relationships, financial affairs, including financial reports, work plans, and structures, (iii) all other information of bidder or its partners, customers (including their employees), suppliers, Law Firms and other third parties doing business with the bidder, and (iv) any information developed by reference to or use of bidder's Confidential Information.

1.1.4. **“Intellectual Property”** shall mean any patent, copyright, trademark, or trade secret applicable to (a) processes, specifications, methodologies, procedures, and trade secrets, (b) literary work or other work of authorship,



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including documentation, reports, and other written documentation, and (c) proprietary trade names, brands, logos or slogans.

- 1.1.5. **“Losses”** shall mean any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings or of any claim, default, or assessment).
- 1.1.6. **“Services”** shall mean, collectively, the services being provided by the bidder pursuant to this Agreement, and, during the Termination Assistance Period, the Termination Assistance Services as per Scope of Work i.e Annexure 1.
- 1.1.7 **“Termination Assistance Period** Shall mean if this Agreement is terminated prior to completion of the term of the contract, for a period of at least thirty (30) calendar days, Successful Bidder, upon request, will provide to Bank termination assistance to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to other Law Firm. Successful Bidder will make available to Bank such information as Bank may reasonably request for purposes of transferring the Services back into Bank or for the purposes of availing services similar to the Services from another Law Firm.

2. Services.

Commencing on the Effective Date and continuing throughout the Term, Bidder shall be responsible for providing to Bank: (a) the Services in accordance with the terms of this Agreement and as described in Annexure-1, and (b) any incidental services, functions and responsibilities not specifically described in this Agreement, but which are required for the performance and delivery of the Services in accordance with the terms of this agreement.

3. Commercial Terms:

As per Engagement Letter No. 2022-23 Dated:

4. Period of Contract:

Period of contract is 12 months from the date of acceptance of the Engagement Letter dated which can be renewed further on mutually agreed terms and conditions.



5. Operational Capabilities and Implementation.

5.1. Bidder shall assign such legal professionals who are well experienced and having necessary knowledge and exposure to provide the Services described in Annexure 1.

5.2. The provision of Services to the Bank shall be in accordance with the Scope of Services set forth in Annexure 1.

6. Management and Control.

Bidder shall be responsible for the successful completion of Services and an authorized representative on behalf of the Bidder shall be the single point of contact for all communications and support in this regard.

7. Consents.

Bidder shall obtain, maintain and keep current, at Bidder's expense, all Consents, authorization and approvals. Upon Bidder's request, Bank shall use its reasonable best efforts to cooperate with and assist Bidder in obtaining any such approvals/authorization, to the extent reasonably possible for carrying out the contracted services.

8. Audits Rights.

Upon notice from Bank, Bidder shall provide records for inspection and assist Bank, and/ or Reserve Bank of India and/ or its auditors, if required and advised by the Bank to Bidder, with access to and any assistance they may require with respect to the services provided by the bidder to the bank for the purpose of performing audits or inspections of the Services.

9. Bank's Trademarks:

Bank's trademarks, service marks and trade names are the property of Bank, and Bidder agrees that it shall not use any of Bank's trademarks, service marks or trade names without Bank's approval. Bidder agrees not to register any Bank trademarks, service marks or trade names without Bank's approval. Bidder shall not, without Bank's approval, remove or alter any trademark, service mark, trade name, copyright, or other proprietary notices, legends, symbols, or labels appearing on or in materials pertaining to the Services and related documentation delivered to Bidder by Bank.

10. Confidentiality.



The Bidder shall hold all Confidential Information relating to or obtained from the Bank in strict confidence. Bidder shall treat any and all the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information. Except as permitted by this Agreement, neither Party or its Agents shall disclose, publish, release, transfer or otherwise make available Confidential Information of, or obtained from the other in any form to, or for the use or benefit of, any person or entity without the disclosing Party's consent. Each of the Parties shall, however, be permitted to disclose relevant aspects of the Disclosing Party's Confidential Information to its officers, professional advisors, and employees, to whom such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement. The obligation as to the confidentiality shall survive even after termination of this agreement.

11. Additional Covenants.

The Parties covenant and agree that during the Term and Termination Assistance Period:

- 1) The Parties shall comply with all Laws applicable to them and shall obtain all applicable licenses/authorisation required of them in connection with its obligations under this Agreement.
- 2) Neither party will implement or design unauthorized methods for gaining access to the Bank, Bidder Systems, or Confidential Information; and
- 3) The services/opinion/advice provided by the bidder in respect to the scope of work is the sole proprietary of the bank and the same shall not be shared by the bidder with any third party without prior written consent of the Bank.

12. Limitation of Liability

The financial liability of Bidder during the tenure of the contract and its subsequent renewals under this or any terms of this agreement other than under insurance total shall not exceed value of the relevant order/the fee it receives under the agreement.

13. Indemnity:

The bidder shall indemnify and keep the Bank saved, harmless and indemnified against any claim which may be made against the Bank or loss, which may be suffered by the bank on account of any negligence, fraud, theft, robbery, forgery or any wrongful action/ inaction or breach of this agreement by bidder or its agents or its employees on account of engaging the services of the bidder.

14. Termination.

A. TERMINATION FOR DEFAULT



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The Bank, without prejudice to any other remedy for breach of Contract, shall give written notice of default to the Bidder with a cure period of 30 days. After 30 days if Bank is not satisfied with the response, may terminate the Contract in whole or in part:

- c) if the Bidder fails to deliver any or all of the services within the period(s) specified in the engagement letter, or within any extension thereof granted by the Bank or
- d) if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, performance of services, similar to those undelivered, and the bidder shall be liable to the Bank for any excess costs for such similar and related services subject to the maximum cap of 10% of the undelivered portion. However, the bidder shall continue performance of the Contract to the extent not terminated.

B. TERMINATION FOR INSOLVENCY

The Bank may terminate the Contract by giving written notice to the Bidder on declaration of the successful Bidder as insolvent. Termination in this case will be without compensation to the Bidder.

C. TERMINATION FOR CONVENIENCE

The Bank, by written notice of not less than 30 (thirty) days, may terminate the Contract, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Law firm shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination. It is also clarified that the Bidder shall not be entitled to terminate the contract.

D. TERMINATION FOR OTHER ACTIONS:

The bank has the right to terminate the agreement with immediate effect if the Bidder is blacklisted by statutory authorities or in case any fraud, forgery, or any wrongful action/ inaction or breach of this agreement caused by Bidder or its agents or its employees.

The payment for the work executed till the date of termination shall be made as per payment terms.

E. TERMINATION FOR VIOLATION OF INTEGRITY PACT



The bank has the right to terminate the agreement with immediate effect if Integrity Pact is violated by the bidder during the currency of the contract.

15. Termination Assistance.

- 15.1 Bidder shall, upon Bank's request, continue the performance of the Services during the Termination Assistance Period. The quality and level of performance during the Termination Assistance Period shall not be degraded and it shall be the same as that of pre-termination period. After the expiration of the Termination Assistance Period, Bidder shall (i) provide support to the extent of answering questions from Bank regarding the Services on an "as needed" basis and (ii) deliver to Bank any remaining Bank-owned reports and documentation still in Bidder's possession.
- 15.2 Each Party shall, upon the later of (i) the expiration or termination of this Agreement and (ii) the last day of the Termination Assistance Period (the "End Date"):
- (a) return, destroy or erase all Intellectual Property of the other Party; and
 - (b) return to the other Party all assets owned, licensed, or leased by the other Party.

16. Resolution of Disputes:

The Bank and the successful bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof.

In case of any disagreement or dispute between the Bank and the successful bidder which remains unresolved after discussions, the dispute will be resolved in a manner as outlined hereunder.

2. In the event of any dispute between the Bank and the successful bidder relating to those contracts where Integrity Pact is applicable, in case both the parties are agreeable, they shall try to settle dispute through mediation before the panel of IEMS in a time bound manner. The fees/expenses for dispute resolution shall be equally shared by both Bank and successful bidder.

In case the dispute remains unresolved even after mediation by the panel of Independent External Monitors, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Bank, one to be nominated by the successful bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act 1996. Upon every or any such reference the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, the fees and cost of the arbitration will be equally borne by both the parties.



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In case of Arbitration the same shall be done in accordance with the Rules of Arbitration and the award made in pursuance thereof shall be final and binding on the parties. Courts of Chennai city shall have jurisdiction to the exclusion of other courts, in respect of disputes envisaged above.

17. Force Majeure:

No Party shall be liable to the other Party hereto for delays in performance of its obligations hereunder due to riot, act of God, war, fire, flood, invasion, earthquake, epidemics, interruption of transportation, embargo, explosion, strike, lockout or other labour troubles, actions of governmental authority, or any other causes similar to the forgoing which are beyond the reasonable control of such Party; the performance of obligations hereunder shall be suspended during, but no longer than, the existence of such cause. Performance of obligations is excused only for the time delay imposed by such causes and only to the extent that alternative means of performance are unavailable. If either Party is affected by Force Majeure, it shall forthwith notify the other Party of its nature and extent.

18. Assignment:

The bidder shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Bank's prior written consent.

19. Notices:

Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers, and other communications required or permitted under this Agreement shall be in writing and shall be sent by e-mail, facsimile or delivered by hand or post.

NOTICE SHOULD BE ADDRESSED TO FOLLOWING AUTHORISED PERSONS OF THE PARTIES: -

FOR BANK

**ASSISTANT GENERAL MANAGER
INDIAN OVERSEAS BANK
LAW DEPARTMENT
CENTRAL OFFICE
763, ANNASALAI
CHENNAI-600002**

FOR BIDDER:-



ABC----

20. Waivers:

No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

21. Entire Agreement:

This Agreement and the Schedules to this Agreement represent the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the Parties relative to such subject matter.

22. Amendments:

No amendment to, or change, waiver, or discharge of, any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of each of the Parties.

23. Governing Law and Jurisdiction:

This Agreement and the relationship between hereto shall be governed by the laws of India. THE JURISDICTION OF COURTS FOR ANY DISPUTE BETWEEN THE PARTIES SHALL BE AT CHENNAI.

IN WITNESS WHEREOF, each of Bank and Bidder has caused this Agreement to be signed and delivered by its duly authorized representative on the day, month and the year first written

For Indian Overseas Bank Signature	For Bidder Signature
Name:	Name:



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Title:	Title:
Date:	Date:

SCHEDULE A

1. Scope of Services/Technical Specification/ Terms and Conditions:

As per referred RFP/**WORK ENTRUSTMENT LETTER** terms and its subsequent amendments (if any).

2. Other terms and conditions:

- a) Bidder to do complete background check of the proposed employees and give declaration to the Bank in this regard.
- b) Bidder has to submit a letter duly signed by his employees wherein the bidder will identify his employee as a person deputed to the Bank for discharging duties in terms of the agreement with the bank and the employee undertaking to abide by all the rules and regulations of the bank while discharging his duties in the Bank.

Bidder has to obtain Non-Disclosure Cum Confidentiality undertaking letter from each of the employee for deputation to the Bank. In the said undertaking, the bidder will be held liable for any loss or damage caused to the bank because of any breach of terms of undertaking letter or any other terms specified by the bank in writing, either by the bidder or its employees or by both.



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ANNEXURE XV- CERTIFICATION FOR LOCAL CONTENT

To

**The Asst. General Manager
Indian Overseas Bank
Law Department
763 Annasalai
Chennai -02**

Dear Sir,

RFP Ref No. RFP/LAW/008/22-23 dated 17/09/2022

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Company Name:

1. This is to certify that proposed <Bill of material and Scope of Work > by _____(Company name) is having the local content of _____% as defined in the above mentioned RFP and amendment thereto.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BEII) dated May 29, 2019, further revised on 4th June 2020 and further revised in September 2020 and subsequent amendments.

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Counter-signed:

Bidder



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ANNEXURE XVI-CERTIFICATION FOR LAND BORDER SHARING

**To
The Asst. General Manager
Indian Overseas Bank
Law Department
763 Annasalai
Chennai -02**

Dear Sir,

RFP Ref No. RFP/LAW/008/22-23 dated 17/09/2022

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"I have read the provisions of the order ref: 6/18/2019-PPD Dated 23.07.2020 from Department of Expenditure, Ministry of Finance and the specific clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address: