

बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड (बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु निवेशकर्ता बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) के चयन/नियुक्ति के लिए आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-26:01 दिनांक 21.07.2025



आरएफपी संदर्भ संख्या: डीएसएमडी: आरएफपी: 2025-26:01

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के लिए

प्रस्ताव हेतु अनुरोध (आरएफपी)

दिनांक: 21.07.2025

जारीकर्ता

**बैंक ऑफ़ इंडिया
घरेलू अनुषंगी प्रबंधन प्रभाग**

**स्टार हाउस I
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बांद्रा कुर्ला कॉम्प्लेक्स,
बांद्रा (पूर्व),
मुंबई 400 051.**

फ़ोन : 022 6668 4594 / 022 6668 4593

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बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड (बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु निवेशकर्ता बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) के चयन/नियुक्ति के लिए आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-26:01 दिनांक 21.07.2025



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निविदा संदर्भ	डीएसएमडी:आरएफपी:2025-26:01
विभाग का नाम	घरेलू अनुषंगी प्रबंधन प्रभाग
जारी करने की तिथि	21.07.2025
प्रश्न प्रस्तुत करने हेतु अंतिम तिथि एवं समय	दिनांक: 02.08.2025; समय: शाम 4:00 बजे
उद्देश्य	बीओआईआईएमपीएल में बैंक ऑफ़ इंडिया की हिस्सेदारी बिक्री हेतु निवेश बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) का चयन/नियुक्ति
बोली-पूर्व बैठक की तिथि/समय	दिनांक: 30.07.2025 ; समय: शाम 4:00 बजे
बोलियां प्रस्तुत करने हेतु अंतिम तिथि एवं समय	दिनांक: 11.08.2025 ; समय: शाम 4:00 बजे
बोलियां प्रस्तुत करने का पता	महाप्रबंधक, बैंक ऑफ़ इंडिया, घरेलू अनुषंगी प्रबंधन प्रभाग 7 वीं मंजिल, स्टार हाउस, सी - 5, "जी" ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई 400051.
तकनीकी और वित्तीय बोलियां खोलने की तिथि/समय	बोलीदाताओं को अलग से ई-मेल के माध्यम से सूचित किया जाएगा।

टिप्पणी:

- यह आरएफपी दस्तावेज हस्तांतरणीय नहीं है।
- यह आरएफपी दस्तावेज बैंक ऑफ़ इंडिया की संपत्ति है।
- यदि निविदा की अंतिम तिथि बैंक अवकाश/बाद में घोषित अवकाश पर है, तो प्रस्तुत करने की तिथि और खोलने की तिथि स्वचालित रूप से अगले कार्य दिवस, उसी समय/स्थान पर स्थगित हो जाएगी।
- संपर्क करने हेतु पता :
महाप्रबंधक,
बैंक ऑफ़ इंडिया,
घरेलू अनुषंगी प्रबंधन प्रभाग
7 वीं मंजिल, स्टार हाउस, सी - 5, "जी" ब्लॉक
बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व),
मुंबई - 400051.
ईमेल: HeadOffice.SDM@bankofindia.co.in

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DISCLAIMER

The information contained in this Request for Proposal Document (“RFP”/“RFP Document”) or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Bank of India, 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 information is provided.

This RFP Document is not an agreement and is not an offer or invitation by Bank of India to any party/(ies) other than the Bidder(s) or applicants who are qualified to submit the Bids. The purpose of this RFP document is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each bidder may require. Each Bidder should conduct its own independent investigation and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary obtain independent information.

Bank of India and its employees make no representations or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP Document. Bank of India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document. Such change will be published on the Bank of India’s Website and it will become part and parcel of RFP.

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

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

The Bidder shall bear all the costs associated with or relating to the preparation and submission of the Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to the Bid. All such costs and expenses will remain with the Bidder and the Banks shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.

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The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services.

Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("**Losses**") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Bank of India has empanelled Independent External Monitors ("**IEMs**") for implementation of Integrity Pact ("**IP**") in respect of procurements as per directives received from the Central Vigilance Commission ("**CVC**").

The details are as under:

1	2
Dr. Rajendra Kumar Tiwari-IAS (Retd.) House No. -B-58,Sector-105 Noida District-Gautam Budhha Nagar Uttar Pradesh-201304 Mob No.-9415517261 Email Id-rajendratiwari@rediffmail.com	Lt. Gen. Nav K Khanduri (Retd.) House No. A-5/8 3rd Floor, DLF Valley, Pinjore Kalka Urban Complex Sector-3 Panchkula, Haryana-134107 Mob No.-9002576100 Email Id-navkkhanduri@yahoo.co.in

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Selection / Appointment of Investment Banker(s) / Merchant Banker(s) for Bank of India's disinvestment of Bank of India Investment Managers Private Limited (BOIIMPL)

INTRODUCTION

PROJECT BACKGROUND:

Bank of India (hereinafter referred to as “**BOI**” or “the **Bank**”) is one of the premier Nationalized Banks with network of 5,306 domestic branches spread across India as on 31st March, 2025. The Bank further has 21 Overseas Branches, 1 Representative Office at Jakarta (Indonesia), 4 Overseas Subsidiaries, 1 Associate / Joint Venture, spread across 15 countries in 5 Continents of all time zones. The Bank also has 4 domestic subsidiaries, 2 Associates and 1 Joint Venture. Bank of India offers wide range of products and services to both corporate and retail customers. BOI also provides services to its customers through alternate banking channels such as internet banking, debit cards, mobile banking, etc. To expand further reach, BOI is forging ahead with cutting edge technologies and innovative new banking models.

In this connection, the Bids are invited for disinvestment of Bank of India Investment Managers Private Limited (BOIIMPL) from Investment Bankers / Merchant Bankers who have significant domestic and/or global presence in transaction advisory, mergers & acquisitions, consultancy, valuations, etc. with good deal success rate. The successful Bidder(s) shall be in a position to provide end to end solution to the assignment and identify the right domestic or global investor(s) / buyer(s) through a process of competitive Bidding or any other manner in which BOI may disinvest its stake in BOIIMPL. The intention being the prospective buyer/s shall provide the maximum value for BOI stake in BOIIMPL.

DEFINITIONS

1. The “Bank” shall mean “Bank of India” constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.
2. “Bidder” / “Applicant” / Investment Bankers (“IB”) / Merchant Banker (“MB”) means the entity or firm who is submitting its proposal for providing services to Bank of India for disinvestment in Bank of India Investment Managers Private Limited (“**BOIIMPL**”).
3. “Personnel/ Professional” means full time staff with minimum qualification of Chartered Accountant and on the payroll of the Bidder. For Professional additional qualification of MBA / PGDM from IIM, XLRI & any top 10 management institutes apart from above.
4. “Partner / Director” means a Professional sharing profit in a chartered accounting firm / LLP as defined under partnership Act and / or Limited liability Partnership Act or a person appointed in the capacity of Director on the Board of the Company.
5. “Proposal” / “Bid” means and include the Technical Bid and Financial Bid.
6. “RFP” means this “Request for Proposal”, RFP reference no.: DSMD: RFP:2025-26:01, dated 21.07.2025, issued by Bank of India for Selection / Appointment of Investment Banker(s) / Merchant Banker(s) for Bank of India’s disinvestment of BOIIMPL.
7. “Assignment” means the work to be performed by the Bidder pursuant to the Selection/Appointment through this RFP.
8. “Terms of Reference” / “TOR”/ “Deliverables” means the work to be performed by the Investment Banker / Merchant Banker pursuant to the Contract.
9. “Contract” means the contract signed by the parties and all the attached documents and the appendices.

BID INVITATION

1. Context of the Assignment:

Bank of India intends to issue this RFP, to eligible Bidder, to participate in the competitive Bidding to appoint a merchant banker/investment banker for the purpose of Bank's disinvestment of BOIIMPL and to assist the Bank by representing and acting in the best interest of the Bank for the aforesaid purpose.

2 Terms of Reference:

The objective of this assignment is to appoint Merchant Banker / Investment Banker of repute for disinvestment of BOIIMPL, who shall be selected based on technical and financial Bids. The selected Bidder will have to provide end-to-end solution and identify the domestic or global investor(s)/buyer(s) who have proven competence in preferably similar line of business and shall provide the maximum value for Bank of India's stake within stipulated time.

Share Valuation shall be based on valuation as per the prevailing industry norms.

The TOR for the selected Bidder shall include, but will not be limited to the following:

1. Identifying and conducting meetings with the potential investor(s) / buyer(s) to ascertain the interest of potential investors / buyers in purchase of the proposed disinvestment of Bank of India's stake, facilitating communication and providing the Bidders with all necessary information pertaining to financials and otherwise of the proposed disinvestments and finalising the process of sale (through Bidding, etc.).
2. Preparing Confidential Information Memorandum / Teasers and circulation of the same and such other documents, necessary for being shared with prospective investors.
3. Effectively marketing the Offer for Sale ("OFS") of Bank's equity shareholding in proposed disinvestments to generate interest among the prospective buyers / purchasers / investors.
4. Managing a transparent process of Bidding / interest solicitation from potential purchasers / investors as per CVC guidelines, including but not limited to the following:
 - a) Assisting in preparation and issuance of advertisement/information memorandum / expression of interest / submission of bid(s);

- b) Organising pre-Bid meeting(s);
 - c) Analysing and replying to queries of prospective Bidder(s) and making necessary modifications, if required in the RFP documents;
 - d) Invitation and evaluation of Bids from prospective investor(s)/buyer(s) and preparation of requisite documents leading to short listing of Bidder(s) for negotiations.
5. Assisting in negotiations with shortlisted investor(s) / buyer(s) and finalization of deal and conditions with shortlisted investors.
6. Upon selection of successful Bidder, assisting in finalisation and execution of requisite agreements (Share Purchase Agreement, Shareholders' Agreement, etc.), and all legal documentation, required for completing the transaction.
7. Advising and facilitating completion of any regulatory and / or statutory requirements including obtaining requisite government and/or statutory approvals and clearances, wherever necessary and co-ordinating and monitoring the progress of the transaction with relevant authority until its completion.
8. Advising on post-merger / post-sale matters, if any.
9. Providing any other analytical and transactional support required for successful completion of the transaction.

The TOR mentioned above are indicative and non-restrictive in nature. There may be some more services relevant but not expressly captured in the aforesaid TOR, which upon being brought to the notice of the selected Bidder by Bank will also form part of the TOR.

The selected Bidder may adopt/suggest different strategies/processes for disinvestment of stake in BOIIMPL so as to ensure maximum returns to the Bank at the same time ensuring that stakes are sold to investor(s)/buyer(s) who are having competence and expertise to bring in the necessary value addition for boosting the business of BOIIMPL wherein disinvestment is being carried out by Bank.

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3. Bidders Eligibility Criteria:

The applicants should fulfil the following eligibility criteria:

Sr. No.	Eligibility Criteria	Documents to be submitted
1.	The Bidder shall be any one of the following: a. Merchant Banker b. Investment Banker	a. Copy of certificate of incorporation/ registration of Bidder or other Constitutional Document. b. Certificate of registration with SEBI as Class I Merchant Banker.
2.	The Bidder must have experience of 5 (five) years or more under fee based income from services relating to disinvestment / strategic sale / merchant banking / investment banking / QIP / private placement of buy or sell transactions / M&A and should have carried out at least 3 (three) such assignments for India-based companies with average transaction size of Rs 15 Crore or more in the last 5 (five) years as on 31.03.2025	In respect of assignment undertaken in the last 2 years from 01.04.2023, certificate from Client and for rest of the years, certificate from statutory auditors as on 31.03.2025 indicating break up of fee income received from those business. In case of difficulty in getting client's certificate, firm/company auditors certificate be submitted along with the details of the client, contact person and other related details so that bank can undertake independent verification of the Bidders claim. In the event of non-submission of contact details for verification of the completed assignments or nil / non-satisfactory response received from the clients on verification by the bank, no marks shall be awarded for such assignments.
3.	The Bidder must have average audited turnover of not less than Rs 20 Crore (Rupees Twenty Crore) from the above services in the last 3 (three) years including the last financial year ending March 31.03.2025.	Audited financial statements along with this, certificate from statutory auditor as on 31.03.2025 for breakup of turnover to support the eligibility. In case the Audited Financials for F.Y. 2024-25 are not available, the Bidder should submit certified un-audited financial statement.

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		Credentials of the parent company, even if the bidder is 100% subsidiary of such Company, will not be considered.
4.	The Bidder/parent company of the Bidder/Promoters of the Bidder/Parent Company should not have been barred/ black listed / disqualified by any regulators / statutory body in India. The Bank has sole right to terminate the Contract with immediate effect if any such case is found.	Self-declaration to this effect on the Bidder (s) letter head should be submitted.
5.	Bidding in Consortium is not permitted.	

4. Selection Criteria

This will be a techno-commercial evaluation and accordingly the Technical Bid will have 75% weightage and Financial Bid shall have 25% weightage. These weightages shall be taken into consideration for arriving at the successful Bidder. The Bidder securing the highest score becomes the successful Bidder.

5. Application process:

The application process is as follows:

- RFP documents can be downloaded from the Bank's website www.bankofindia.co.in under Tender segment. The interested eligible Bidder will have to pay along with the Technical Bid (in a separate cover) and Financial Bid (in a separate cover), a non-refundable fee of Rs. 20,000/- by way of Demand Draft issued by a Scheduled Commercial Bank in favour of "Bank of India" payable at Mumbai. Bids not accompanied by the Demand Draft of requisite amount shall be rejected.
- Bidders proposing to undertake this assignment should submit their Technical Bid and Financial Bid in two Separate sealed envelope:

ENVELOPE 1: Technical Bid (Hard Copy)

ENVELOPE 2: Financial Bid (Hard Copy)

The two sealed envelope containing the Technical Bid and Financial Bid must be placed in a single large envelope super scribed as:

"RFP for Appointment of Investment Banker(s)/ Merchant Banker(s) for Bank of India's disinvestment of Bank of India Investment Managers Private Limited (BOIIMPL)".

The Bank reserves the right not to accept any Bid, or to accept or reject a particular Bid at its sole discretion without assigning any reason whatsoever. The cost of Bidding and submission of RFP Documents is entirely the responsibility of Bidders, regardless of the conduct or outcome of the RFP process.

6. Pre Bid Meeting:

A Pre Bid meeting will be held on **30.07.2025 at 4:00 P.M.** The interested Bidders shall register their names by email on HeadOffice.SDM@bankofindia.co.in on or before 4:00 p.m. on 28.07.2025. The email should clearly bear the subject: "Pre-Bid Meeting – Selection/Appointment of Investment Banker / Merchant Banker".

7. Clarification of Queries:

A prospective Applicant requiring any clarification of this RFP may notify Bank of India in writing by e-mail at HeadOffice.SDM@bankofindia.co.in. The Bank shall respond in writing by e-mail to any request for clarification of the queries from the prospective Bidders which it receives not later than 02.08.2025. Reply to such queries shall be provided till 05.08.2025.

The Bidder is expected to examine and understand all instructions, forms, terms and specifications and the assessment detailed in this RFP. Bids shall be deemed to have been submitted after careful study and examination of the contents of this RFP including the scope of the assignment with full understanding of its implications and requirements. The Bids should be precise, complete in all respects and to be submitted in the prescribed format as per the requirement of this RFP only. Failure to furnish all information documents required by this RFP or submission of a Bid not responsive to this RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid for which the Bank shall not be held liable under any circumstances.

8. Amendment of RFP:

At any time before the last day for submission of Bids, the Bank may at its discretion amend the RFP including extension of deadlines for the submission of Bids. Any such amendment will be notified on the website of the Bank - www.bankofindia.co.in and will be binding on all the Bidders. It may be noted that any such amendment will not be communicated to the Bidder individually. Hence, interested applicants are advised to frequently visit the website for updating themselves about changes, if any, made in the RFP before the Bid submission date. All the clarifications given to Bidders shall be deemed to form part of this RFP.

9. Submission of Bids:

- a) Bidders proposing to undertake this assignment should submit their Technical Bid (technical Bid) and Financial Bid (financial Bid) in two separate sealed envelope as per:

ENVELOPE 1: Technical Bid (Hard Copy)

ENVELOPE 2: Financial Bid (Hard Copy)

The two sealed envelope containing the Technical Bid and Financial Bid must be placed in a single large envelope super scribed as:

“RFP for Appointment of Investment Banker(s)/ Merchant Banker(s)for Bank of India’s disinvestment of Bank of India Investment Managers Private Limited (BOIIMPL)”.

marked on the top and addressed to the General Manager has to be submitted on or before 11.08.2025 (4:00 PM) at the following address:

**The General Manager,
Bank of India,
Domestic Subsidiaries Management Division,
7th Floor, Star House, C - 5, "G" Block,
Bandra Kurla Complex, Bandra (East),
Mumbai 400 051.**

- b) Extension of date for submission of proposal/Bid will not be entertained. However, the Bank at its discretion may extend the deadline in order to allow prospective applicants a reasonable time to take the amendment / changes to RFP into account, if any.

General Terms and Conditions to Contract

Bidder should examine the documents constituting this RFP in detail to prepare the Proposal. In case of deficiencies in the information required / requested in the RFP, the proposal may be rejected.

1. Bidding Process :

The Bidder will submit “**Technical Bid**” and “**Financial Bid**” in response to the present RFP.

Technical Bid will contain the details as required in the Eligibility Criteria, along with the documentary evidence and other documents as given under the RFP related to the Bid. The Technical Bids will be opened and scrutinized for completeness of the documents / DDs, etc. in the presence of the Bidders. The evaluation and short-listing as per the criterion shall be determined by the Bank separately. Bank will invite the Bidders for presentation before the selection committee of the Bank.

The evaluation procedures to be adopted in the Technical Bidding will be at the sole discretion of Bank and the Bank is not liable to disclose either the criteria or the evaluation report or reasoning to the Bidder.

The Financial Bid should contain the professional fee excluding GST. GST as applicable will be separately paid by the Bank at the prevailing rate.

The Bank reserves the right not to accept any Bid or to accept or reject a particular Bid at its sole discretion without assigning any reason whatsoever.

The cost of Bidding and submission of RFP documents is entirely the responsibility of Bidders, regardless of the conduct or outcome of the RFP process.

2. Format and signing of Bid :

Each page of the Bid (Both Technical and Financial) shall be made in a legal name and letterhead of the Bidder and shall be signed and duly stamped by the Bidder or a person duly authorized to sign on behalf of the Bidder.

3. Technical Bid: The Technical Bid should contain the following information:

- ✓ Covering letter as per **Annexure- A & A1** of this document.
- ✓ Proposal form as per **Annexure - B** of this document.

- ✓ Bidder profile along with necessary documentary evidence required for the present RFP and all relevant enclosures as detailed in **Annexure-C** of this document.
- ✓ Description of the methodology and work plan for performing the assignment.
- ✓ List of the key professionals and the support staff for each phase of the assignment.
- ✓ Any additional information including assumptions that the MB/IB team may think fit but not included elsewhere in the proposal, which will help the Bank to assess the capabilities of the MB/IB.
- ✓ Demand Draft / Pay order of Rs. 20,000/- (Rupees Twenty thousand only) favouring "Bank of India" as fees for participating in Bidding.
- ✓ Duly signed authority letter by the competent authorised authority of the Bidder, authorizing the executants to sign the Bid documents on behalf of the Bidder.
- ✓ Integrity Pact as per **Annexure-H** has to be submitted for each assignment along with commercial quote.
- ✓ Particulars to be furnished for the purpose of appointment of MB/IB as per **Annexure G-2**.

The Technical Bid shall include, but not be limited to, the information as given below:

- (i) Bidder's Profile (particulars of legal constitution, ownership, main business activities, incorporation/registration details, size, existence and geographical presence including number of offices and infrastructure, human resources, experience, etc.). Certificate of incorporation/registration of Bidder or any equivalent documents should be attached.
- (ii) Financial soundness of the Bidder [turnover for the last 3 (three) years]. This should be supported by enclosing the Audited Financial Statement (AFS) for the last 3 (three) years.
- (iii) Details of experience of the Bidder in merchant banking / consultancy services relating to disinvestment / strategic sale or assignments similar to the proposed assignment / job as per ToR for last 5 (five) years or more for

Indian companies should be given. The above information should be supported by providing description of assignments including client name, job title, scope of services, date of assignment award and completion, deal size and other key details. Satisfactory completion certificates from clients should be furnished as proof of completion of assignments (Refer Annexure G-1).

- (iv) The details required at sub-para (iii) above should cover the role of the Bidder in valuation, transaction structuring, preparation of information memorandum, transaction marketing, Bid evaluation and negotiations, preparation of shareholders'/ other agreements etc. In case completion certificates are not available, Empanelment Letter/ Letter of Award for the particular assignment(s), along with an affidavit/ undertaking from the Bidder (signed by the authorized signatory), confirming that the total fee contracted for the assignment(s) mentioned in the affidavit / undertaking, has been received by the Bidder, be furnished. Excerpts of public sources / specialized websites maintaining deal records, wherein details of the Bidder having completed the assignment(s) are specified, can also be submitted.
- (v) Details of the proposed deal team/ key consulting resources rank-wise names, qualifications, experience, locations of team members, Curriculum Vitae (CV) and their other credentials in the work area as per ToR. Rank-wise details of the team, CVs of team leader and other team members along with number of relevant assignments completed, date-wise, by them should be enclosed (as per Annexure-G).
- (vi) Details of pending litigation(s) and contingent liabilities involving but not limited to Bidder/its parent company/ promoter of Bidder or parent company etc., if any, that could affect the performance of the Bidder under the mandate, as also the details of any past conviction and pending litigation(s) against promoters/directors/sponsors / partners of the Bidder and any area of possible conflict of interest.
- (vii) A duly signed and stamped declaration on the Letter Head of the Bidder that the Bidder/its parent company/ promoter of Bidder or parent company has not been debarred or blacklisted and no adverse orders have been passed against the Bidder by any court of law /regulatory/ statutory authority or body.
- (viii) Any other details/ information considered relevant by the Bidder.

4. Financial Bid:

The Financial Bid should contain the professional fee excluding GST. GST as applicable will be separately paid by the Bank at the prevailing rate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the Bidder or changes in the commercial offer for any such assumptions.

Financial Bid should contain following:

- ✓ Covering letter as per **Annexure- A1** of this document.
- ✓ Applicant should quote fees as per the format provided by the Bank as below wherein the Financial Bid is the amount, mutually agreed between the Bank and the successful Bidder.

Format for the Financial Bid:

Fee Quote	
Amount In Rs.	
In words	

5. Demand Draft:

MB / IB should submit Demand Draft / Pay order of Rs. 20,000/- (Rupees Twenty thousand only) favouring "Bank of India" as fees for participating in Bidding.

6. Evaluation Criteria for technical Bid:

(i) The technical evaluation of MB/IBs will be based on two step process.

- a) Technical scores will be given based on scoring methodology in para (ii) below. MB/IBs scoring a minimum of 60% in the technical Bid will qualify.
- b) MB/IBs qualifying will be invited for a presentation. 10 marks are assigned for Presentation.

बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड (बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु निवेशकर्ता बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) के चयन/नियुक्ति के लिए आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-26:01 दिनांक 21.07.2025



(ii) Scoring methodology: The technical scoring of the proposals will broadly be on the following criteria:

Sr. No	Evaluation Parameters		Marks
1	Standing of the Bidder		30
	Standing of the Bidder with presence of minimum of 5 years in India <ul style="list-style-type: none"> Established for 10 years & Above More than 7 years less than 10 years More than 5 years up to 7 years 	10 5 3	10
	Details of global network / strength & capabilities <ul style="list-style-type: none"> Global Presence in London, Hong Kong, Singapore, US, Dubai, Japan, South Korea and presence in any other country with one mark for each location with max. of 5 marks 	5	5
	Profile and business activities of the Bidder in last 3 years <ul style="list-style-type: none"> Overall Turnover of the Bidders more than Rs. 100 Cr (out of which minimum Rs. 50 Cr from domestic operations) with contribution from consultancy services relating to disinvestment/ strategic sale / Merchant banking / investment Banking / QIP / Private Placement of buy or sell transactions / M & A is up to 50 Cr Overall Turnover of the Bidders more than Rs. 50 Cr (out of which minimum Rs. 25 Cr from domestic operations) with contribution from consultancy services relating to disinvestment/ strategic sale / Merchant banking / investment Banking / QIP / Private Placement of buy or sell transactions / M & A is up to 25 Cr Overall Turnover of the Bidders up to Rs. 20 Cr (out of which minimum Rs. 10 Cr from domestic operations) with contribution from consultancy services relating to disinvestment / strategic sale / merchant banking / investment banking / QIP / Private Placement of buy or sell transactions/ M & A is up to 10 Cr. 	10 5 3	10

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	The Bidder must have a dedicated advisory team in India with local presence in Mumbai to ensure liaison / interaction with management of the Bank.		5	
	<ul style="list-style-type: none"> • Presence in Mumbai with/without office elsewhere in India • Presence in other places without office in Mumbai 	5		
		2		
2	Experience in similar transaction advising, M&A in (merger / demerger, strategic sale), etc. of buy / sell transaction	45		
	The Bidder who have		10	
	<ul style="list-style-type: none"> • More than 10 years of experience • More than 7 years: up to 10 years of experience • More than 5 years: up to 7 years of experience 	10		
	For the deals done jointly with others or with some lead institutions the Bidders will secure 50% of the above marks.	5		
		3		
	The completed deals / assignments in last 3 years by the Bidder		15	
	<ul style="list-style-type: none"> • More than 10 deals • 6 to 10 deals • Up to 5 deals 	15		
		10		
		5		
	Experience in M&A (Merger/ Demerger) of AMC / Wealth Management Companies / NBFC / ARC		10	
	Carried out valuation of Companies for M&A of AMC / Wealth Management Companies / NBFC / ARC in last 3 Financial years		5	
	<ul style="list-style-type: none"> • More than 5 deals • 1 to 5 deals 	5		
		2		
	Cross-border transactions where one entity is from India		5	
3	Qualification, experience & commitment of the key resources of the deal team	10		
	Details such as qualification, experience, quality of key resources in the deal team that will be handling the proposed transaction, status of resources in the organization, their background, etc.		10	

बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड (बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु निवेशकर्ता बैंकर(ओं)/मर्चेंट बैंकर(ओं) के चयन/नियुक्ति के लिए आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-26:01 दिनांक 21.07.2025



	<ul style="list-style-type: none"> With 5 or more Partners or full time professional staff in deal team in India. Less than 5 partners or full time professionals Average work experience of min 5 resources in Transaction / M&A advisory – 5 years & above Average work experience Less than 5 years 	5		
		3		
		5		
		3		
4	Capability & Commitment of the Team to provide comprehensive transaction advisory service	5		
	The Bidder with in-house capability to offer end to end solution and transaction structuring.		5	
	<ul style="list-style-type: none"> If all resources are from in-house If outsourced resources 	5		
		2		
5	For Presentation before the Committee (Bidder will be eligible for presentation only after securing atleast 54 marks in Technical Evaluation)	10		

NB: Documentary proof for the credentials submitted by the Bidders with reference to above is mandatory. Non-compliance results in disqualification of the Bidder.

7. Final Selection:

This will be a techno commercial evaluation and accordingly the Technical Bid will have 75% weightage and Financial Bid shall have 25% weightage. These weightages shall be taken into consideration for arriving at the successful Bidder. The evaluation methodologies vis-a-vis the weightages are as under:

Score will be calculated for all technically qualified Bidder using the following formula:

$$S = (T/T \text{ High} \times 75) + (C \text{ Low}/C \times 25)$$

Where:

= Score of the Bidder

= Technical score of the Bidder

T High = Highest Technical score among the Bidder

C = Quote as provided by the Bidder

C Low = Lowest Quote of C among the Bidder

The Bidder securing the highest score becomes the successful Bidder.

For example – There are three Bidders A, B and C.

Technical score will be arrived at treating the marks of the Bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other Bidders (B, C, etc.) will be computed using the formula Marks of B / Marks of highest scorer A*100. Similarly Commercial Score of all technically cleared Bidders will be arrived at taking the cost quoted by L1 Bidder i.e., the lowest quote from all technically qualified Bidder (say C) as 100. Marks for other Bidders will be calculated using the formula Commercial Score = Cost of L1 Bidder / Cost quoted by Bidder * 100.

A “Combined score” will be arrived at, taking into account both marks scored through Technical Bid evaluation and the nominal commercial quotes with a weightage of 75% for the Technical Bid and 25% for the Financial Bid as described below.

The combined score is arrived at by adding Technical Score and Commercial Score. The successful Bidder will be the one who has highest Combined Score.

Sr. No.	Bidder	Technical Evaluation marks (T)	Nominal Bid Price in INR(C)	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	71	$95/95 \times 75 = 75.0$	$60/71 \times 25 = 21.13$	$75.0 + 21.13 = 96.13$
2	B	85	65	$85/95 \times 75 = 67.11$	$60/65 \times 25 = 23.08$	$67.11 + 23.08 = 90.19$
3	C	90	60	$90/95 \times 75 = 71.05$	$60/60 \times 25 = 25.0$	$71.05 + 25.0 = 96.05$

In the above example Bidder A with highest score becomes the successful Bidder.

The selection / appointment of the Successful Bidder will remain effective till the completion of the transaction as per the RFP, and the Bank may choose to terminate or exit the selection / appointment of the successful Bidder by giving a prior written notice of 1 month.

8. Clarification of Bids:

During evaluation of Bids, if found necessary, bank may seek clarification of the Bid from the Bidder. The request for clarification and the response shall be in writing. The Bidder should provide such clarification within 2 working days from the time such request was made in writing to him.

9. Notification of Award:

The acceptance of a Bid, subject to contract, technical compliance, commercial considerations & compliance with all the terms and conditions will be communicated in writing by means of offer of contract / service order at the address supplied by the Bidder in the tender response.

Any change of address of the Bidder, should therefore be promptly notified to:

**The General Manager,
Bank of India,
Domestic Subsidiaries Management Division
7th Floor, Star House, C - 5, "G" Block,
Bandra Kurla Complex, Bandra (East),
Mumbai 400 051.**

The written offer of contract / order issued to the successful Bidder would need to be accepted by the successful Bidder in writing within 7 (seven) working days from the date of issue of the offer by the Bank.

10. Signing of Agreement:

The successful selected Bidder will be required to submit acknowledged copy of terms / execute Contract Agreement as per Bank's prescribed format within 15 (fifteen) working days from the date of acceptance of the offer of the Bank. The failure, delay or evasion on the part of the successful Bidder to submit acknowledged copy of terms / execute Contract Agreement within the period mentioned will result in expiry of the validity of the Bid. The selected Bidder shall also be required to execute a Non-Disclosure Agreement as per Bank format. The confidentiality obligations under the agreement shall be perpetual.

The failure, delay or evasion on the part of the successful Bidder to submit to submit acknowledged copy of terms /execute the Agreement within the period mentioned will result in expiry of the validity of the Bid. In such a case the Earnest Money deposited by the successful Bidder shall be forfeited by the Bank, without further notice to the successful Bidder. The failure, delay or evasion on the part of the successful Bidder to commence the project within 15 (fifteen) days from the date of notifying the acceptance offer of Bank in respect of the Bid submitted by such

selected Bidder for the assignment will result in termination of such acknowledged terms / Contract Agreement.

In case of termination of the acknowledged terms/ Contract Agreement on account of failure, delay or evasion on the part of the successful Bidder to commence the project within 15 days from the date of notifying by the Bank,

11. The Bank reserves the right to the following:

- Reject any or all proposals received in response to the RFP without giving any reason whatsoever.
- Reject the proposals received in response to the RFP containing any deviation
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- Extend the time for submission of proposal.
- To independently ascertain information from the Banks and other institutions / companies to which the Bidder has already extended services for similar assignment.
- Modify the RFP document, by an amendment that would be notified on the Bank's website.
- To revoke / cancel the entire process including the selection if done at any time without further notice to the Bidder / selected Bidder.

12. Other Instructions:

- a. The personnel involved for executing the assignment should be qualified as per the requirements mentioned in the qualification criteria and preferably should have been involved in a similar assignment. However, the Bank reserves the right to accept / reject / substitute the key personnel allocated for the project.
- b. The Bidder selected for the assignment should adhere to the quality standards of all applicable regulatory guidelines in this regard.
- c. The Bidder selected for the assignment should treat as confidential all data and information about the Bank and Subsidiaries / strategic investments obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data / information to any other party without the prior written approval of the Bank.
- d. The proposal should be submitted strictly in the formats provided in this RFP document.

- e. The proposal should be free of overwriting / corrections / alterations.
- f. The proposals and related Annexure should be signed by the authorized representative/s of the MB/IB. The executants' authority to represent and bind the Bidder must be confirmed by a written authority letter issued by the Competent Authority of the Bidder accompanying the proposal.
- g. All Bids and supporting documentation shall be submitted in English only.
- h. The Bank will not return the Bids / responses to the RFP received. The information provided by the Bidder(s) to the Bank will be held in confidence and will be used for the sole purpose of evaluation of Bids.
- i. It is hereby clarified that the bids / response to the RFP should be submitted in the exact format given herein without making any changes / alterations to the RFP document. Any change / alteration made to the RFP document by the participant would make the respective Bid / response to the RFP void and the same shall be liable to be rejected by the Bank without further going into the merits of the tender. It is also clarified that in case of any difference/ change between Bid / response to the RFP document submitted by the participant and the RFP document maintained by Bank, the RFP document maintained at the Bank, would be considered as authentic and binding on the participant.

13. Compliance Confirmation:

The Bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP.

14. Undertaking by Bidder:

The Bidder shall furnish the following Undertaking as a part of the proposal.

"We certify that there has been no conviction by a Court of Law or any prosecution contemplated by court/ Agency for misconduct, guilty or indictment / adverse order by a regulatory authority for an offence against us or any of our sister concern or our CEO, Directors / Managers / Employees and if it arises we will intimate the Bank of the same". We also certify that we / our Managing Director & CEO / Directors / Key managerial persons have not been black listed by any Government State/ Central, PSUs / PSBs or Government Agencies.

The Bidder shall further ensure the compliance of the guidelines issued by Central Vigilance Commission for the purpose of selection and employment of MB/IBs.

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of contracts:

"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

"Fraudulent Practice" means a misrepresentation of facts in order 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.

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.

The Bank reserves the right to declare a Bidder ineligible, either indefinitely or for a stated period of time as per Bank discretion, 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.

NON-DISCLOSURE:

By virtue of selecting the Bidder for empanelment/appointment and/or in the course of its performance of its duties and responsibilities assigned to it, the selected Bidder may have access to the Confidential Information of the Bank, its employee / agents /representatives / customers. The selected Bidder is aware that Confidential Information is valuable Information of the Bank and any disclosure of which would cause irreparable loss and damage to the Bank for which monetary compensation may not be adequate and accordingly, the selected Bidder agrees and undertakes to hold the Confidential Information as confidential and shall not disclose the same to any third party including to its own employees, agents, sub-contractors, etc. otherwise it is required to perform the contractual duties as required by the Bank and the selected Bidder also agrees that its employees, agents, sub-contractors, etc. shall also maintain Confidentiality of the Confidential Information. The selected Bidder agrees that it shall neither use, nor reproduce for use in any way, any Confidential Information of the Bank, its

employee/agents/representatives/customers. The selected Bidder agrees to protect the Confidential Information of the Bank with at least the same standard of care and procedures used by them to protect its own Confidential Information of similar importance. Without limitation of the foregoing, the selected Bidder shall advise the Bank immediately in the event that the selected Bidder learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, the selected Bidder shall immediately seek injunctive relief against any such person, at the selected Bidder cost and expenses. If the selected Bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Agreement to another person, it shall cause its assignee or delegate to be bound by the confidentiality of the Confidential Information in the same manner as the selected Bidder is bound to maintain the confidentiality. The confidentiality obligations shall be perpetual and shall not be limited by time. In the event of any failure / breach of the confidentiality obligation, the selected Bidder shall be liable and shall indemnify the Bank for any penalty, loss, damages, etc. caused to the Bank on account of such breach / violation.

For the purpose of this clause “**Confidential Information**” shall mean all non-public information, of the Bank its employee/agents/representatives/customers/ other entities which is accessible by and/or is available to the Bidder directly or indirectly, whether in writing, oral, graphic, visual or any other tangible, intangible or electronic form including, without limitation, any and all information relating to the Bank's staff or its employee/agents/representatives/clients/customers (whether past, present, or future), financial data, financial results and projections, costs and prices, details of Banks employees and consultants (past, present or prospective), technologies, technical and business strategies, business and marketing plans, marketing and sales techniques, pricing and other strategies, computer programs, software tools, source codes, object codes, protocols, product descriptions, development schedules, Software positioning, choices of Software names, trade secrets or know how, customer information and Intellectual Property Rights as well as any such information not generally known to third parties or received from others.

15. Assignment:

The Bidder shall not assign or outsource the works undertaken by them under this RFP assignment awarded by the Bank without the written consent of the Bank.

16. Governing Language:

The contract shall be written in English. All correspondence and other documents pertaining to contract that are exchanged between the parties shall be written in English.

17. Governing Law / Jurisdiction:

The Agreement / Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

Errors and Omissions:

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than 5 (five) business days prior to the due date for lodgement of Response to RFP.

Acceptance of Terms:

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

Costs Borne by Bidder:

All costs and expenses incurred by Bidder in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Bidder.

TERMINATION:

In addition to the right of the Bank to terminate the contract for the delayed / unsatisfactory / non-performance of the Bidder and/or for various reasons detailed in the Contract Agreement to be executed with the Bank, the Bank shall also be entitled to terminate the Contract at any time for its convenience by giving one month notice to the Bidder. It is hereby clarified that the termination for convenience shall be without any compensation to the Bidder and in case of termination for any reason, the Bank shall not be liable to pay any fee / consideration for the Contract which is not

performed. It is also clarified that the Bidder shall not be entitled to terminate the Contract.

During the Bid evaluation process, the Bank shall also have a right to reject any Bid of such Bidder who has resorted to nil pricing, abnormally low pricing, or adopted any other unfair practice, as decided by the Bank, without thereby incurring any liability to the affected Bidder or Bidders, or any obligation to inform the affected Bidder or the Bidders of the grounds for the Bank's action.

Disqualification:

Any form of canvassing / lobbying / influence / query regarding short listing, status, etc. will be a disqualification.

Compliance with law:

The Bidders shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force and/or as are and/or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this contract and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers / staff / personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Further the Bidders shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this RFP or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the Contract for fulfilment of the purpose of the RFP, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees / officers / staff / personnel / representatives / agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The Bidder(s) is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would not be limited to court awarded damages and shall include indirect, consequential and incidental damages. Indemnity

would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

Publicity:

The Bidder shall not advertise or publicly announce that he is undertaking work for Bank without written consent of Bank. In case of non-compliance of this clause the Bidder will be debarred for participating any future tender / contract for a period of 3 (three) years or for any further period as decided by the Bank.

INSPECTION AND RIGHT TO AUDIT BY BANK AND RBI:

Bidder shall keep complete and accurate records of its activities in connection with the said Contract. Bidder shall provide such details/information as may be called for by the Bank and/or the Reserve Bank of India (RBI) and also allow the Bank and RBI, their auditors, officers for inspecting, examining and auditing Bidder's records, whenever required by Bank/RBI. Bidder will co-operate with the RBI / Bank's internal or external auditor to assure a prompt and accurate audit. If the Bank permits the Bidder to outsource any of the activities under this contract (which shall always be in writing), the Bidder shall ensure that necessary agreement is entered into with the agency engaged for such purpose and such agreement shall also contain necessary mandate by the said outsourced agency inter-alia agreeing for production of documents called for, inspection and audit of their premises and books by RBI and / or the Bank and any Agencies engaged by the Bank and/or by the RBI. Bidder shall also correct any practices which are found to be deficient if pointed out by the RBI / Bank. The Bidder is aware that failure to provide the information called for within the stipulated time to the Bank / RBI may result in RBI imposing fine on the Bank / Bidder and the Bidder agrees that all such fine shall be paid by the Bidder irrespective of whether such fine is levied on the Bank or the Bidder. Payment of fine by Bidder, shall not affect the right of the Bank / RBI to take other actions against the Bidder.

Indemnity:

The Bidder hereby Indemnify the Bank and shall keep indemnified and hold the Bank harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to or arising out of any claim and /or under a suit or proceeding brought against the Bank as a result of:

- a) breach of any term of this RFP and/or Contract by the Bidder and/or by its agents and/or subcontractors; and/or

- b) an act or omission, misconduct or negligence of the Bidder, its employees in performance of the contract; and/or
- c) claims and/or any legal proceedings made against the Bank by the employees or other persons deployed by the Bidder and/or by any statutory / regulatory / Government authority; and/or
- d) acts of fraud and/or willful act or omission by the Bidder, its employees or other persons deployed by the Bidder; and/or
- e) violation of the Confidentiality obligations by the Bidder and/or its employees or any other person deployed by them in connection with the Contract.
- f) any breach / violation of Intellectual Property Rights of the Bank by the Bidder and/or on material / deliverables supplied by the Bidder and/or claims against the Bank in connection with the breach of any Intellectual Property Rights of any third party(ies) etc.

It is further clarified that wherever sub-contracting is permitted by the Bank, the liability on account of such sub-contracting shall vest with the Bidder only and in such cases, the reference to the employee of Bidder mentioned above shall include the sub-contractors and their employees, agents as well. It is clarified that there shall not be any cap on the liability of the Bidder under the Indemnity and the aforementioned obligations shall survive termination of Contract.

Contract Agreement

The Bidder shall execute the Contract Agreement in the format devised by the Bank.

बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड (बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु निवेशकर्ता बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) के चयन/नियुक्ति के लिए आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-26:01 दिनांक 21.07.2025



Annexure: A
(Covering letter) Technical Offer

(Letter to the Bank on the MB/IB's letterhead)

Date: _____

To
The General Manager,
Bank of India,
Domestic Subsidiaries Management Division
7th Floor, Star House, C - 5, "G" Block,
Bandra Kurla Complex, Bandra (East),
Mumbai 400 051.

Dear Sir,

Sub: RFP Reference No.: DSMD:RFP:2025-26:01 dated 21.07.2025, Request for Proposal (RFP) For Selection / Appointment of Investment Banker(s) / Merchant Banker(s) for Bank of India's disinvestment of Bank of India Investment Managers Private Limited (BOIIMPL)

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 our services as detailed in your above referred RFP.

We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical Bid/offer in a sealed envelope.

Yours faithfully,

(Name and Designation, seal of the Bidder)

Enclose: Technical Bid/Offer in sealed envelope.

□□□□□□□□: □□□□□□

बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड (बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु निवेशकर्ता बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) के चयन/नियुक्ति के लिए आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-26:01 दिनांक 21.07.2025



Annexure: A1
(Covering letter) Financial Offer

(Letter to the Bank on the MB/IB's letterhead)

Date: _____

To,
The General Manager,
Bank of India,
Domestic Subsidiaries Management Division
7th Floor, Star House, C - 5, "G" Block,
Bandra Kurla Complex, Bandra (East),
Mumbai 400 051.

Dear Sir,

Sub: RFP Reference No.: DSMD:RFP:2025-26:01 dated 21.07.2025, Request for Proposal (RFP) For Selection / Appointment of Investment Banker(s) / Merchant Banker(s) for Bank of India's disinvestment of Bank of India Investment Managers Private Limited (BOIIMPL)

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 our services as detailed in your above referred RFP.

We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Financial Bid/Offer in a sealed envelope.

Yours faithfully,

(Name and Designation, seal of the Bidder)

Enclosed: Financial Bid/Offer in sealed envelope.

बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड (बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु निवेशकर्ता बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) के चयन/नियुक्ति के लिए आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-26:01 दिनांक 21.07.2025



Annexure B
PROPOSAL FORM
(To be included in Technical Bid Envelope)

Date: _____

Sir,

Request for Proposal – Selection/Appointment of Investment Banker(s)/ Merchant Banker(s) for Disinvestment of Bank of India Investment Managers Private Limited (BOIIMPL)

RFP Reference Number: DSMD: RFP: 2025-26:01

Having examined the RFP Document, we the undersigned, agree to offer our services for advising and managing the process of disinvestment of Bank Of India Investment Managers Private Limited (BOIIMPL) in conformity with the requirements mentioned in said RFP documents.

We undertake, if our Bid / proposal is accepted, to carry out the work as per the Terms of Reference and in accordance with the time frames specified in the RFP document as well as on the terms and conditions mentioned in the RFP inviting Bids for allotment of specific work and also the contract agreements including payment terms which will have to be executed.

We declare and confirm that the information submitted by us in our Bid / proposal is true and correct.

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

We certify that there has been no conviction by a court of law or contemplated by court for misconduct, guilty or indictment / adverse order by a regulatory authority for an

बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड (बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु निवेशकर्ता बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) के चयन/नियुक्ति के लिए आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-26:01 दिनांक 21.07.2025



offence against us or any of our sister concern or our CEO, Directors / Managers / Employees and if it arises we will intimate the Bank in writing of the same.

We undertake that, in competing for and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

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

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

We understand that you are not bound to accept the lowest, or any other Proposal, you may receive.

Dated this day of 2025

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड (बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु निवेशकर्ता बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) के चयन/नियुक्ति के लिए आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-26:01 दिनांक 21.07.2025



Annexure C

TECHNICAL BID

Request for Proposal for Selection/Appointment of Investment Banker(s)/ Merchant Banker(s) for Disinvestment of Bank of India Investment Managers Private Limited (BOIIMPL)

RFP Reference Number: DSMD: RFP: 2025-26:01

Particulars	Details to be furnished for the Particulars	Details of Enclosures to be submitted
Name of the Bidder		
Address of Registered Office of the Bidder		
Address of Communication Office of the Bidder		
Country and date of incorporation of the Bidder		
Telephone / mobile and Fax number of the Bidder		
Name and designation of the person authorized to make commitments to the Bank on behalf of the Bidder.		
E-mail address		
Presence/locations of offices of Bidder in India		
Global and local experience in the field under reference, implementation as a MB/IB. The relevant document / certificate should be enclosed.		
Details of service as mentioned in eligibility criteria undertaken in India		In respect of assignment undertaken in the last 2 years from 01.04.2023, certificate from Client, and for rest of the years, certificate from

बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड (बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु निवेशकर्ता बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) के चयन/नियुक्ति के लिए आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-26:01 दिनांक 21.07.2025



		<p>statutory auditors as on 31.03.2025 indicating break up of fee income received from those business.</p> <p>In case of difficulty in getting client's certificate, firm / company auditors certificate be submitted along with the details of the client, contact person & other related details so that bank can undertake independent verification of the Bidders claim.</p> <p>In the event of non-submission of contact details for verification of the completed assignments or nil / non-satisfactory response received from the clients on verification by the bank, no marks shall be awarded for such assignments</p>
Details of strategic consulting / valuation / M&A of service industry.		Details of services as mentioned in eligibility criteria undertaken outside India
Details of assignment in Public & Private Sector NBFC or Non-deposit taking Companies in India		Domain expertise, experience & understanding of Housing & NBFC companies for past 5 years
Number of persons who are proposed to be associated for executing the assignment with names including that of the Team Leader. (The Team Leader, once assigned to the Bank should not be replaced except under		Resume of the identified team persons in the format enclosed as CV format to this document

बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड (बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु निवेशकर्ता बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) के चयन/नियुक्ति के लिए आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-26:01 दिनांक 21.07.2025



very exceptional circumstances and always with the consent from the Bank)		
Profile & business activities of the Bidder in last 3 years indicating the turnover from fee business relating to disinvestment/ strategic sale / Merchant banking / investment Banking / QIP / Private Placement of buy or sell transactions / M & A	Additional Requirement	
Details on the Bidders in-house capability to offer end to end solution and transaction structuring.	Additional Requirement	
PAN number..... GST Number.....		
References of few clients	Name- Address- Designation- Contact Phone- Numbers- E-mail id-	

Dated thisday of2025

Duly authorized to sign Proposal for and on behalf of _____

(Signature)

Name:

Designation:

बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड (बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु निवेशकर्ता बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) के चयन/नियुक्ति के लिए आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-26:01 दिनांक 21.07.2025



Annexure D

(Undertaking from the Bidder on the Bidder's letter head)

We (and our employees, agents, subcontractors, representatives) shall not, unless Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal, and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the Bidder in the performance of the proposal and/or contract entered between the Bidder and Bank pursuant to this RFP. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. We confirm that the employees engaged by us will maintain strict confidentiality and it is our responsibility to ensure the same.

We (and our employees, agents, subcontractors, representatives) shall not without prior written consent from the Bank make use of any document or information given by the Bank, except for purposes of performing the contract.

In case of breach of any of the above, the Bank shall be within its right to take such legal action as deemed fit.

Signature of authorized person and stamp of Bidder

Name:

Designation:

Date:

बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड (बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु निवेशकर्ता बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) के चयन/नियुक्ति के लिए आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-26:01 दिनांक 21.07.2025



Annexure E

Details of Persons who will form the team for the proposed assignment

1. Name of the Person :
2. Office Address :
3. E-mail ID :
4. Phone Number Office :
Mobile Number :
5. Date since working in the Firm :
6. Professional Qualifications :
7. Present Designation :
8. Experience :

Sl. No.	Details of advisory services undertaken in India	Brief Details of the advisory services undertaken in India and the Organization where assignment was undertaken	Period	
			From	To
1				
2				
3				
4				
5				

Note: - Format is of minimum requirements and is to be compulsorily furnished. Respondents may furnish additional details, if any.

Dated this day of 2025

(Signature)

(In the capacity of)

(Stamp of the Bidder)

Duly authorized to sign Proposal for and on behalf of _____

बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड
(बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु
निवेशकर्ता बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) के चयन/नियुक्ति के लिए
आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-
26:01 दिनांक 21.07.2025



Annexure: F

(To be furnished in the Bidder's letter head)

AUTHORIZATION LETTER FORMAT

Place _____

Date _____

The General Manager,
Bank of India,
Domestic Subsidiaries Management Division,
7th Floor, Star House, C - 5, "G" Block,
Bandra Kurla Complex, Bandra (East),
Mumbai 400 051.

Sir / Madam,

Subject: Authorization Letter for attending the Bid Opening

This has reference to your RFP Reference No.: DSMD:RFP:2025-26:01 dated 21.07.2025,
Request for Proposal (RFP) For Selection / Appointment of Investment Banker(s) / Merchant
Banker(s) for Bank of India's disinvestment of Bank of India Investment Managers Private
Limited (BOIIMPL)

Mr/Miss/Mrs..... is hereby authorized to attend the Bid Opening of the
above RFPDated.....onon behalf of our
organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority

Stamp of the Bidder

□□□□□□□□: □□□□□□

बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड (बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु निवेशकर्ता बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) के चयन/नियुक्ति के लिए आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-26:01 दिनांक 21.07.2025



Annexure G-1

Particulars in respect of Selection/Appointment

Sr. No.	Name of the entity	Deal Size (Rs. in Cr)	Brief Details of scope of work	Name of Person in-charge from client side with contact no. and e-mail id	Period	
					From	To

(Signature, Name and Designation of the Authorized Signatory)
(Stamp of the Bidder)

Note: Client Certificate / Contract with client in support of the information above

बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड (बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु निवेशकर्ता बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) के चयन/नियुक्ति के लिए आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-26:01 दिनांक 21.07.2025



Annexure G-2

Particulars to be furnished for the purpose of appointment of MB/IB

1	Name of the Bidder	
2	Place and date of Incorporation of Bidder	
3	Complete Address of Bidder Company / Firm	
4	Name and Contact details and E-mail ID of the nodal person	
5	Particulars of the Authorized Signatory a) Name b) Designation c) Contact Number d) Fax No. e) E-mail ID	
6	Persons proposed to be assigned for the consultancy services and their profiles	
7	Name, Address and Account Number of the Bidder's banker	
8	PAN of the Bidder	
9.	GST of the Bidder	
10.	Office Address of Mumbai along with date of establishment of office in India.	Please provide supporting document
11.	Names of member firms / affiliates / group companies registered in India who have been considered for eligibility criteria	(As per Annexure G -3)
12.	Total Number of Partners / Professionals of the Bidder including its Affiliates / Group companies / member firms working under the common brand name and engaged in similar activity of Advisory / financial services/ M&A.	(As per Annexure G – 4)
13.	Presence in how many towns / cities in India – Please furnish names of cities / centres	
14.	Any other Information considered relevant by the Bidder.	

(Signature, name and designation of the authorised signatory)

(Stamp of the Bidder)

बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड (बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु निवेशकर्ता बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) के चयन/नियुक्ति के लिए आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-26:01 दिनांक 21.07.2025



Annexure G-3

Details of Partners / Professionals of the Bidder including its Affiliates / Group companies / member firms working under the common brand name and engaged in similar activity

Sl. No.	Name of the Member Firms / Affiliates / Group Companies	Name of the Partner	Membership No. of Professional body

(Signature, name and designation of the authorised signatory)

(Stamp of the Bidder)

बैंक ऑफ़ इंडिया इन्वेस्टमेंट मैनेजर्स प्राइवेट लिमिटेड (बीओआईआईएमपीएल) के बैंक ऑफ़ इंडिया के विनिवेश हेतु निवेशकर्ता बैंकर(ओं)/मर्चेन्ट बैंकर(ओं) के चयन/नियुक्ति के लिए आरएफपी, आरएफपी संदर्भ संख्या: डीएसएमडी:आरएफपी:2025-26:01 दिनांक 21.07.2025



Annexure G-4

Details of Partners or professionals of the Bidder including its Affiliates / Group Companies / member firms working under the common brand name and engaged in similar activity of accounting advisory/ financial services

Sl. No.	Name of the Member Firms / Affiliates / Group Companies	Name of the Partner / Professional	Membership No. of Partner with ICAI / MBA / PGDM certificate

(Signature, name and designation of the authorised signatory)


(Stamp of the Bidder)

Annexure: H

PRE CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-Bid contract Agreement (herein after called the Agreement/Integrity Pact) is made on _____ day of the _____ month of 20____ at _____, in favour of between, Bank of India (BOI), a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head Office at Plot No. C-5, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051, with branches spread over India and abroad (hereinafter referred to as BOI which expression shall include its successors and assigns) by M/s _____ represented by Mr/Mrs/Miss _____ Chief Executive Officer / Authorised Signatory (hereinafter called the "BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART.

1.2. WHEREAS the BOI proposes to avail the services of the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER as per the RFP reference no. DSMD:RFP:2025-26:01 dated 21.07.2025 on  and the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER is willing to offer/has offered the services relating to _____.

1.3. WHEREAS the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER is a private company / public company / Government undertaking / partnership / LLP / registered export agency / service provider, duly constituted in accordance with the relevant law governing its formation / incorporation / constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act, 1970.

1.4. WHEREAS the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the Bidding process in respect of Services proposed to be availed by BOI and also understood that this agreement would be effective from the stage of invitation of Bids till the complete execution of the work mentioned in the agreement and beyond as provided in the Agreement and the breach of this Agreement detected or found at any stage of the procurement process shall result into rejection of the Bid and cancellation of contract rendering BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, BOI and the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER is selected and turns out to be successful in getting an assignment from Bank and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling BOI to avail the 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

2.2. Enabling BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that BOI shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and BOI stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

The Bidder hereby agrees to enter into this Integrity Pact and agree as follows:

3. COMMITMENTS OF BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDERS

The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER 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:-

3.1. The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of BOI, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.

3.2. The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER 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 to any official of BOI or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or

execution of the contract or any other contract with the BOI or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BOI.

3.3. The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER further confirms and declares to BOI that the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER is the Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such 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 BOI or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER, 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.

3.4. The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of BOI 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.

3.5. The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER 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.

3.6. The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

3.7. The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BOI as part of the business relationship, regarding plans, Technical Bid and business details, including information contained in any electronic data carrier. The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.8. The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.9. The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

4. PREVIOUS TRANSGRESSION

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

4.2. If the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER makes incorrect statement on this subject, BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER can be disqualified from the tender / Bid process or the contract, if already awarded, can be terminated for such reason.

5. EARNEST MONEY (SECURITY DEPOSIT)

5.1. BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER while submitting commercial Bid, shall deposit an amount as specified in RFP Documents as Earnest Money / Security, Deposit, with BOI through any of the instruments as detailed in the RFP documents.

5.2. The Earnest Money / Security Deposit shall be *valid for a period till* the complete conclusion of the contractual obligations or for such period as mentioned in RFP / Contract entered between BOI and BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER pursuant to the RFP ("Contract"), including warranty period, whichever is later to the complete satisfaction of BOI.

5.3. In the case of the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by BOI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by BOI to the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER on Earnest Money / Security Deposit for the period of its currency.

6. SANCTIONS FOR VIOLATIONS

6.1. Any breach of the provisions herein contained by the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER shall entitle BOI to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER. However, the proceedings with the other BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed), as decided by the BOI and BOI shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER.

(iv) To recover all sums already paid by BOI, and in case of the Indian BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank / Financial Institution) while in case of a BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER / SELLER / CONTRACTOR from BOI in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. BOI shall also be entitled to recover the replacement costs from BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER, in order to recover the payments, already made by BOI, along with interest.

(vi) To cancel all or any other contracts with the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER and the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to BOI resulting from such cancellation / rescission and BOI shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER.

(vii) To debar the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER from participating in future Bidding processes of BOI for a minimum period of five years, which may be further extended at the discretion of BOI.

(viii) To recover all sums paid in violation of this Pact by BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable letters of credit have been received in respect of any contract signed by BOI with the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of the performance bond in case of a decision by BOI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of BOI, and if he does so, BOI shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER. The BIDDER / SELLER / CONTRACTOR shall be liable to pay compensation for any loss or damage to the BOI resulting from such rescission and BOI shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER.

6.2. BOI will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3. The decision of BOI to the effect that a breach of the provisions of this pact has been committed by the BIDDER / SELLER / CONTRACTOR shall be final and conclusive on the BIDDER / SELLER / CONTRACTOR. However, the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7. INDEPENDENT EXTERNAL MONITORS

7.1. BOI has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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

7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of BOI. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

7.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of BOI.

7.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all RFP documents/ Project / Procurement documentation of BOI including that provided by the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER. The BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER / Sub-contractors with confidentiality.

7.7. BOI will provide to the Monitors 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 may offer to the Monitors the option to participate in such meetings.

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7.8. The Monitors will submit a written report to BOI at the earliest from the date of reference or intimation to him by the BOI / BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER and submit proposals for correcting problematic situations.

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, BOI or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER and the BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

9. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Mumbai.

10. 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 any other law in force relating to any civil or criminal proceedings.

11. VALIDITY

11.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP / Contract or the complete execution of the contract to the satisfaction of BOI whichever is later. In case BIDDER / SELLER / CONTRACTOR / SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. If 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.

12. The parties hereby sign this Integrity Pact at on

BIDDER
CHIEF EXECUTIVE OFFICER / AUTHORISED SIGNATORY
Witness

1)

2)