



REQUEST FOR PROPOSAL (RFP)
FOR
“EMPANELEMENT OF FIRMS/CONSULTANTS
FOR PROVIDING SERVICES FOR STRESSED ASSETS ADVISORY DIVISION”
REF: BOIMB/2021-22/29.09.2021

Disclaimer:

The information contained in this Request For Proposal ("RFP") document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of BOIMB (or BOIMB or Our BOIMB), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by BOIMB to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "Bidder" or "Bidders" respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their bids. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. BOIMB makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. BOIMB does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Each Company should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. BOIMB makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. BOIMB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Subject to any law to the contrary, and to the maximum extent permitted by law, BOIMB and its directors, officers, employees including contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) or expenses incurred or suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, projections contained in RFP or conduct ancillary to it whether or not the loss or damage or expenses arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of BOIMB or any of its directors, officers, employees, contractors, agents, or advisers.

BOIMB reserves the right of discretion to change, modify, add to or alters any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on BOIMB's Website (www.boimb.com) and it will become part and parcel of this RFP.

BOIMB in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. BOIMB reserves the right to reject any or all the request of proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of BOIMB shall be final, conclusive and binding on all parties.

The information provided in response to this Request for Proposal (RFP) will become the property of BOIMB Ltd. and will not be returned. BOIMB Ltd. reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them. BOIMB Ltd. also reserves the right to accept or reject any or all the responses to this RFP without assigning any reasons whatsoever.

*This document is prepared by BOIMB Ltd for procurement of services from eligible **firms on a fee sharing basis for its Stressed Advisory Division**. It should not be reissued or copied or used either partially or fully in any form.*

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1. Invitation to Bid

2. Objective of this RFP

BOI Merchant Bankers Ltd (BOIMB) Requests for proposal from reputed firms to assist / advise in providing advisory services for stressed assets on a fee sharing bases. In this connection, BOIMB invites sealed proposals (conformity to the eligibility criteria) as per the Terms and conditions and scope of work mentioned in this document.

Considering the vast scope, inherent potential and availability of several established players in the industry, BOIMB now intends to empanel maximum three companies to provide services by floating this RFP.

While the RFP is floated with an intent to select three firms, there is no commitment on the part of BOIMB to necessarily select three firms. BOIMB may choose to select three/ two/ one tie-up partner or may not select any firm. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between BOIMB and any successful bidder(s) as identified by BOIMB after completion of selection process. BOIMB also reserves its right to cancel this RFP at any stage without assigning any reasons whatsoever.

BOIMB proposes to select three firms for this purpose and enter into an agreement for a period of 01(One) year.

Bidders are hereby advised to carefully go through and submit all relevant information as sought in the RFP.

Details of the objectives, eligibility and qualification criteria, data & documents required to be submitted along with RFP, criteria that would be adopted for evaluation of the responses, short listing as well as other relevant information is contained in this document. The RFP document can be downloaded from BOIMB's website www.boimb.com.

3. Bidder's Eligibility /Criteria

Interested Bidders who are dealing in Advisory Services for Stressed Asset and meeting the following Eligibility Criteria may respond to this RFP.

Sr.	Criteria	Supporting documents required as proof to be submitted
1	The Bidder should be a registered company/ firm in India as per Companies Act 2013 or LLP Act, 2008 or Partnership Act 1932, providing advisory services with a Valid GST registration, in India.	Copy of the Certificate of Incorporation, MoA, AoA and certificate of commencement of business issued by the Registrar of Companies for companies. In case of LLP, certificate of incorporation and LLP Agreement. In case of Partnership, Partnership deed and if Registered then Registration certificate. Evidence for GST registration.
2	The Bidder should have Minimum paid-up capital of Rs.50 lakhs and Minimum Net worth of Rs.25 lakhs as on 31.03.2021 or 30.06.2021.	Financial statements as on 31.03.2021 / 30.06.2021. Net worth certificate as on 31.03.2021 / 30.06.2021.
3	The bidding company/firm should not have been blacklisted by any public sector Bank/RBI/IBA/SEBI earlier.	A declaration should be submitted by the bidder. Penalties, if any should be disclosed.
4	Bidder or its key personnel should have worked in at least 3 cases where a PSU bank was a Lead Bank.	Necessary Supporting documents should be attached.
5	Bidder or its key personnel should have all rounded experience across debt and equity, including the following: a. Bidder or its key personnel should have experience of having handled debt restructuring, OTS assignments related to resolution of debt in IBC/NCLT, M&A of stressed assets. b. Bidder or its key personnel should have provided any advisory services	Necessary documents in this regard to be attached. (Purchase Order / Mandate Letter/ Sign-Off Letter / NCLT Order / any other relevant document).

	for stressed assets services in at least three (3) cases involving total debt of over Rs.1000 crore during the last three (3) years	
6	<p>The Bidder should have Qualified Personnel with Resume of Key Managerial personal with past experience. Companies having personnel who are IBBI registered Resolution Professional (RP) who have acted as RP in the past and empanelled with PSU Banks shall be preferred.</p> <p>Details of other professionals who would provide back-up support should also be indicated separately. An undertaking is also to be given that if during the process, any of the core team members is not available due to resignation, etc., another person of similar qualification and experience would be made available.</p>	<p>Details as per Annexure II.</p> <p>In addition, resume of Key managerial personnel may be attached separately.</p>
7	The name of the Firm/Company or its promoter/partner etc. should not be in the defaulters/ barred/ caution list published /displayed at websites of public bodies such as by RBI/IBA/ECGC/SEBI/CICs etc.	The Firms, Companies and Organizations should furnish self-attested affidavit in this regard.
8	Understanding of Regulatory laws/ issues/guidelines/Practices/ pertinent with stressed assets related transactions issued by RBI / IBBI etc.	A write-up covering these aspects for not more than one A4 sized paper
9	Firms/companies having a presence in Mumbai shall be preferred.	The Firms, Companies and Organizations should provide list of offices in India.

4. Submission of Documents:-

In addition to the supporting documents mentioned in para 3, Bidder should submit the following documents:

- Registration with professional bodies/organizations.
- Memorandum & Articles of association along with certificate of Incorporation for company/ registered partnership deed along with the Registrar of Firm certificate in case of partnership firms.
- Audited Balance sheets along with all annexures.

5. Clarification and Amendment

The Bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. Any request for clarification must be sent by the bidders in writing in the same serial order of that of the RFP by mentioning the relevant page number and clause number of the RFP strictly in the format given below:-

Sl. No	Page	Point / Section	Clarification point as stated in the document	Queries /Suggested /Deviation	Explanation/ Remark, if any

All communications regarding points requiring clarifications and doubts if any can be sent to email id info@boimb.com before 5:00 pm on 05.10.2021.

The queries raised by the bidders shall be addressed on or before 5.00 pm on 12.10.2021 and final response will be uploaded on website on 12.10.2021. The clarification of BOIMB in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders. Should BOIMB deem necessary, it may amend the RFP as a result of any clarification.

At any time before the submission of Proposals, BOIMB may amend the RFP by issuing an addendum and hosting it on BOIMB's website. The addendum will be binding on all the bidders. To give bidders reasonable time, in which to take an amendment into account in their proposals, BOIMB may at its discretion, if the amendment is substantial, extend the deadline for the submission of Proposals.

6. Rejection of Bids

BOIMB reserves the right to reject the Bid if,

- The Bid is incomplete as per the RFP requirements at the time of bid submission
- Any condition stated by the Bidder is not acceptable to BOIMB
- If the RFP and any of the terms and conditions stipulated in this document are not acceptable to the authorized representatives of the Bidder
- Required information is not submitted as per the format given
- Any information submitted by the Bidder is found to be untrue / fake / false
- The Bidder does not provide, within the time specified by BOIMB, the supplementary information / clarification sought by BOIMB for evaluation of the Bid.
- Any effort by Bidders towards canvassing /lobbying / influencing BOIMB in the examination, evaluation, ranking of proposals, and recommendation for award shall result in the rejection of the Bidders' Proposal.
- Any other reason which BOIMB may deem appropriate for rejection of the Bid.

BOIMB shall be under no obligation to accept any proposal received in response to this RFP and will have the right to reject any or all proposals without assigning any reason whatsoever. BOIMB may abort the entire process at any stage, without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for BOIMB's action.

The deadline for submission of the Proposals is mentioned in "Important Dates for Bidders" as per Point No 13 - Important dates / schedules. Proposals received after the specified time on the last date shall not be eligible for consideration and shall be summarily rejected.

The bidder may resubmit the proposal, before the deadline for submission, at their own discretion; such resubmission shall be allowed only once. In case of such a resubmission, only the resubmitted proposal shall be considered and the proposal submitted initially shall be ignored by BOIMB.

Bidding in consortium is not permitted. Any bid submitted under consortium will be summarily rejected. Sub-contracting of services to be provided under this RFP is prohibited.

7. Proposal Validity

All Proposals shall be valid for a period of 180 days from the last date of submission mentioned in “Important Dates for Bidders”. BOIMB will make its best effort to complete the process within the specified period. However, should the need arise BOIMB may request the Bidders to extend the validity period of their proposals. Bidders, who do not agree, have the right to refuse to extend the validity of their Proposals. Under such circumstances, BOIMB shall not consider such proposal for further evaluation.

- The last date of submission of RFP is as per Point No 13 - Important dates / schedules. No proposal shall be accepted after this date and time. If last day of submission of bids is declared a holiday under Negotiable Instruments Act by the Government or closed due to bundh or for any other unavoidable reasons subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP.
- BOIMB will not be responsible for any postal delays and submission by way of e-mail is not acceptable. Bidders must submit the RFP in hardcopy format in original along with one set of photocopy and 2 soft copies by means of CD/DVD/Pendrive. The documents in the CD/DVD/Pendrive should be in no other format other than the Word, Excel, Power Point and PDF.
- Bids of only those Bidders will be evaluated, who meet the minimum eligibility criteria as specified in the RFP.
- BOIMB may at it’s sole discretion appoint or take the help of a professional agency to help BOIMB in evaluation process.
- BOIMB may call for any additional information as required.

Note – Non-compliance to any condition above will lead to bids being rejected.

8. Evaluation Process

The evaluation process will be split into 3 stages.

- Stage 1: A Proposal shall be rejected, if it does not meet the bidder’s eligibility criteria as elaborated under section “3” of this document. Only eligible proposals shall be further taken up for evaluation.
- Stage 2: Technical Evaluation of all eligible bids will be done on the basis of the information sought under section “3” along with other information submitted by bidders. This will carry a weightage of 70 marks. The short listing will be based on the evaluation parameters & the weightage for each of these parameters as shown in the table below.

Parameters & Weightage for Evaluation of Bids of Bidders meeting the Eligibility Criteria

S No	Parameter	Weightage
1	No. of years operation in India	5
2	Paid up capital	5
3	Experience of Advisory Services for Stressed Assets	25
4	Experience of Advisory Services for PSU Banks	10
5	Penalty by public sector Bank/RBI/IBA/SEBI	5
6	Team Strength (BFSI) and Commitment i. Details of the core team ii. Quality of deal team and its ability to handle the issues that arise during the transactions. iii. Details of other professionals who would provide back-up support may also be indicated separately. An undertaking is also to be given that if during the process, any of the core team members is not available due to resignation, etc., another person of similar qualification and experience would be made available.	15
7	Understanding of Regulatory laws/ issues	5
	Total	70

- Stage 3: Upon RFP evaluation, BOIMB reserve the right to invite the number of eligible companies/bidder ranked in an order numbering 5 or as it may deem fit for presentation (to be presented electronically through Video Conferencing) before a committee of Senior Executives appointed by BOIMB instead of inviting all eligible bidders. The Presentation will be scheduled on a specified day and time. The Presentation will carry a weightage of 30 marks. Successful bidders will be intimated about the date & time of presentation and will have to make necessary arrangements for virtual presentation. BOIMB reserves the right to invite any number of bidders to make a presentation at its own discretion without assigning any reason.
- Bidders will be ranked on the basis of the sum total of the marks scored in technical evaluation process and the presentations made by the shortlisted bidders. BOIMB intends to enter into working agreement with the top 3 or 2 or 1 bidder or may not enter into agreement with any one.
- The working agreement would be for a period of 1 year. The agreement shall be subject to termination including for convenience at the sole discretion of BOIMB without assigning any reasons.

- In case the successful bidders are not agreeable to signing the service level agreements or impose any conditions not acceptable to BOIMB or communicate any changes from their stated responses in the RFP or presentations made to BOIMB which may not be acceptable to BOIMB, BOIMB may at its sole discretion decide to partner with the next ranked bidder/bidders. Here it would be pertinent to mention that BOIMB shall be within its rights to stipulate such terms and conditions as it may deem fit including the good practices to be followed by the firm and those which it should not adopt in the working agreement.

BOIMB reserves the right to accept or reject any application without assigning any reason whatsoever.

9. Preparation of Proposal

In preparing their proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

While preparing the Proposal, the Bidder must pay attention particularly to the following:

- a. The data should be furnished strictly in accordance with the format specified.
- b. All monetary numbers should be in Indian Rupees. Denomination in INR Crores is preferred for large numbers.
- c. Annual numbers for Indian operations should be for Fiscal Year ending 31st March of the respective FY unless specified otherwise.

Submission of the data in the wrong type of formats will result in the Proposal being deemed non-responsive. No clarifications will be sought by BOIMB.

10. Submission, Receipt and Opening of Proposal

The original bid shall contain no interlineations or overwriting. The bid containing erasures or alterations will not be considered. There should be no handwritten material, corrections or alterations in the proposal. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. BOIMB may treat such Offers as not adhering to the tender guidelines and as unacceptable.

BOIMB would like to expressly state that any assumption, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder’s response to this

RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, terms, conditions deviations etc., have been accepted by BOIMB and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc. in the bidder's response to this RFP. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

An authorized representative who would be signing the Submission letter shall initial all pages of the original Bid Document with company/firm's seal.

The Bid documents along with the data as per the formats mentioned in the Data Sheet must be submitted at the same time but in a single sealed envelope duly super scribed as "BOIMB– RFP for EMPANELEMENT OF FIRMS/CONSULTANTS FOR PROVIDING ADVISORY SERVICES FOR STRESSED ASSETS".

The Name and address of the Bidder and Date of submission of the RFP are to be specifically mentioned on the Top of the envelope. If the outer envelope is not sealed and marked, BOIMB will assume no responsibility for misplacement or premature opening of the bids.

The bidders who wish to be present at the time of opening of bids may send their representatives on the given date and time (max 1 representative).

The bidder understands that BOIMB is a 100% subsidiary of a public sector bank. BOIMB and its officials are bound by the guidelines of governance and transparency in processes. BOIMB has undertaken the RFP process to ensure that there is transparency and fairness in the process of selection of advisor and BOIMB and its customers get the best possible support and service.

Therefore from the time the Proposals are opened till the time the Bidders are shortlisted, the Bidder should not contact BOIMB or any officials of BOIMB on any matter, except to seek clarifications or respond to the queries of BOIMB in writing or email. Any effort by Bidders to influence BOIMB in the examination, evaluation, ranking of proposals, and recommendation for award shall result in the rejection of the Bidders' Proposal. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing as specified in the section "5".

BOIMB, its employees or its consultants are not liable towards any financial loss caused to the bidder either directly or indirectly as a result of their response to this RFP.

11. Scope of Services

Assist/ Advise BOIMB on stressed asset/rehabilitation/restructuring/resolution transactions including comprehensive assistance in analysing the transactions,

preparing required financial models and any or all documents customary or incidental for closure of transactions of such nature.

The number of transactions and amount of credit facilities are variable in nature. It is clarified that empanelment does not guarantee any number / amount of transactions that shall be referred to the empanelled entity. There shall be no obligation on the part of BOIMB to refer any transaction to the empanelled entity, unless it deems that such referral is necessary.

Once BOIMB has decided to refer a particular transaction, it shall share the details of the transaction with the empanelled entity and obtain commercial quotes from the empanelled companies.

12. Other Terms and Conditions

a. Force Majeure:

Notwithstanding the above provisions, the Successful bidder shall not be liable for termination on account of default if and to the extent that the delay or failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify BOIMB in writing of such condition and the cause thereof. Unless otherwise directed by BOIMB in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

b. Confidentiality:

BOIMB is bound by confidentiality and secrecy with regard to the dealings of all customers. Further, the Customers of BOIMB are its valuable assets and any disclosure of the information relating to the customers can cause irreparable loss and damages to BOIMB. The selected Bidder shall take all precautions necessary to keep the information totally confidential and under no circumstances it will be disclosed to any one, any third party or competitors. The Bidder shall render himself liable for disqualification/premature termination of contract apart from other legal action as may be warranted for any laxity on their part. BOIMB is entitled to be indemnified by the Bidder without any cap for any loss/damage to reputation and /

or for any breach of confidentiality. The information referred to shall include but not restricted to any and every information concerning BOIMB and its customers which the Bidder comes to know or could have access to. The Bidder shall also not make any news release, public announcements or any other reference on RFP or contract without obtaining prior and specific written consent from BOIMB. Any reproduction of this RFP by Xerox/Photostat/Electronic or any other means is strictly prohibited without prior consent of BOIMB. Selected entity shall be required to enter into a Non-Disclosure Agreement with BOIMB

c. Resolution of Disputes:

All disputes and controversies between BOIMB and Bidder shall be subject to the exclusive jurisdiction of the Courts in Mumbai and the parties agree to submit themselves to the jurisdiction of such court.

d. Arbitration:

Any controversy related to the bidder under and pursuant to the agreement signed between BOIMB and the bidder, the interpretation thereof or its breach shall, if not resolved by mutual discussions between the parties, be settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. Arbitration shall be conducted in Mumbai in English language. The Arbitral Tribunal shall be composed of sole Arbitrator to be appointed by the parties. If the parties cannot reach consensus on a sole Arbitrator parties shall be free to approach court of competent jurisdiction.

e. Inspection of Records:

All Bidder's records with respect to any matters covered by this RFP shall be made available to BOIMB and/or the RBI/SEBI, its auditors at any time during normal business hours, as often as BOIMB/RBI/SEBI deem necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

f. Legal Relationship:

No binding legal relationship will exist between any of the Bidders and BOIMB until execution of a contractual agreement(s) to the full satisfaction of BOIMB.

g. Service Level Agreement:

Upon completion of the selection process, the selected entities would be required to sign a working agreement with BOIMB, which among other conditions, will also include the following.

- I. The selected entity should agree to the performance standards stipulated by BOIMB.
- II. The selected entity should maintain all the records related to the transaction.
- III. The selected entity and its representatives shall maintain secrecy and confidentiality of all records and information shared under this contract.
- IV. The selected Entity shall indemnify BOIMB for breach of confidentiality and obligations by the selected entity, its representatives and agents at the first demand by BOIMB.
- V. The selected Entity shall indemnify, protect and save BOIMB against all claims, losses, damages, expenses, action suits and other proceedings, resulting infringement of any law pertaining to patent, trademarks, copyrights or such other statutory infringements in respect of its business.
- VI. The selected Entity shall procure necessary licenses, permissions and approvals from the competent authority and comply with all applicable laws in respect of business done by them.
- VII. BOIMB shall have the right to terminate the agreement by issue of notice without assigning reason and also in the case of breach of contractual obligations by the selected Entity. The selected Entity shall not terminate the agreement for convenience.
- VIII. BOIMB /RBI or any regulatory authority shall have the right to audit the selected entity.

13. Important dates / schedules for the above RFP

Date and Time of commencement of Bid Document	Date: 29.09.2021 Time: 11.00 AM From BOIMB Ltd's web site
Last Date and Time for Receipt of Bids at BOIMB Ltd	Date: 22.10.2021 Time: 04:00 PM
Queries regarding bid to be received by (e-mail only)	05.10.2021 by 05:00 PM
Date by when Bank will respond to the clarifications sought by Bidders and upload on website	12.10.2021 by 05:00 PM
Presentation by qualifying bidders	Will be advised to all shortlisted eligible bidders by BOIMB.
Address for submission of Bid & Place of Opening of Bids	Bank of India, Head Office Star House-II, First Floor Plot No. C-4, G-Block, Bandra-Kurla Complex Bandra (E), Mumbai – 400 051.
Website Address	www.boimb.com
Email Address	info@boimb.com

BOIMB reserves the right to change the dates mentioned below or in the RFP, which will be communicated in Tender section of BOIMB Ltd's website (www.boimb.com)

Undertaking by Bidder (On Letter Head)

[Location, Date]

To:

The Compliance Officer
BOI Merchant Bankers Ltd
Star House II
C-4, G" Block,
Bandra Kurla Complex,
Bandra (East),
Mumbai 400 051

Dear Sir,

Sub: RFP for empanelment of firms/consultants for providing services for Stressed Assets Advisory Division

1. We, the undersigned are duly authorized to represent and act on behalf of [insert] ("Bidder") in terms of the enclosed Board Resolution as per schedule 1.
2. Having reviewed and fully understood all information provided in the Request for Proposal Document dated 29.09.2021 ("RFP") issued by BOIMB, [Bidder] is hereby submitting the Bid. As required we are enclosing the following:
 - a. Proposal as per the RFP
 - b. Other details and supporting documents (as applicable) in response to the requirements outlined in the RFP.
3. Our Bid is unconditional, valid and open for acceptance by BOIMB until 180 days from the last date of submission of the RFP.
4. We undertake that we shall make available to BOIMB, any additional information / clarification it may find necessary or require to supplement or authenticate the Bid.
5. We hereby agree, undertake and declare as under:
 - a. We have examined the RFP document and have no reservations with respect to the same.
 - b. Our Bid is, in all respects, compliant with the requirements of the RFP. Without prejudice to the foregoing, notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid, we hereby represent and confirm that our Bid is

unqualified and unconditional and is without any deviations, conditions or any assumptions in all respects.

c. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid, we hereby agree and undertake to keep this Bid valid and open for acceptance without unilaterally varying or amending its terms for the period, including any extended period, as specified in accordance with the RFP.

d. We declare that in the event that BOIMB discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid.

e. We undertake that in case due to any change in facts or circumstances or applicable law during the Bidding process, we are disqualified in terms of the RFP, we shall intimate BOIMB about same immediately.

f. We further declare that we have not been declared ineligible for corrupt or fraudulent practices in any bid process and have not been blacklisted by any Nationalized Bank or regulatory authority in the past five years.

g. We confirm that BOIMB and its authorized representatives are hereby authorized to conduct any inquiry or investigation to verify the veracity of the statements, documents, and information submitted in connection with this Bid and to seek clarifications from our employees and clients regarding any financial and technical aspects.

h. This letter/ undertaking will also serve as an authorization to any individual or authorized representative of any entity referred to in the supporting information, to provide such information deemed necessary and requested by BOIMB to verify statements and information provided in this Bid, or with regard to our resources, experience, and competence.

i. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BOIMB in connection with the selection of the Bidder, or in connection with the Bidding process itself, in respect of the above mentioned Proposed Tie-up and the terms and implementation thereof.

j. This letter/ undertaking also serves as an authority to BOIMB to furnish any information related to the Bidder in relation to the proposed arrangement to any Regulatory / Statutory authority in India to which BOIMB is subjected to.

6. We understand that:

- a. All information submitted under this Bid shall remain binding upon us.
- b. BOIMB may in its absolute discretion reject or accept any Bid.
- c. We acknowledge the Right of BOIMB to reject, our Bid without assigning any reason for the Proposed Tie-up and reject all Proposals. Otherwise and hereby waive our right to challenge the same on any account whatsoever.
- d. BOIMB is not bound to accept any Bid that it may receive pursuant to the RFP.

7. We acknowledge that BOIMB will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders and we declare that all statements made by us and all the information pursuant to this letter are complete, true and accurate to the best of our knowledge and belief.

8. We hereby unconditionally undertake and commit to comply with the timelines as specified in terms of the RFP or as extended by BOIMB from time to time at its sole discretion.

9. This Bid shall be governed by and construed in all respects according to the laws of India. Courts in Mumbai, India, shall have exclusive jurisdiction in relation to any dispute arising from the RFP, this Bid and the Bid process.

10. All the terms used herein but not defined, shall have the meaning as ascribed thereto under the RFP.

11. All the information furnished by us here in above is correct to the best of our knowledge and belief.

12. We have no objection if enquiries are made about the work listed by us in the accompanying sheets / annexure.

13. We agree that the decision of BOIMB in selection process will be final and binding on us.

14. We confirm that we have not been barred / blacklisted / disqualified by any Regulators / Statutory Body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of BOIMB.

15. We confirm and declare that we have sound business policies, ethical values and are a customer /insured friendly organization and shall not do any act which may have the effect of reputational and other losses, damages to BOIMB.

Place:

Date:

Signature of Applicant:

Name & Designation

Seal of Organization

Form of Board Resolution

(A common Board Resolution for the purpose of RFP can be submitted)

CERTIFIED TRUE COPY OF THE MEETING OF THE BOARD OF DIRECTORS OF [BIDDER] HELD ON [] AT []

“RESOLVED THAT, Directors/Officers of [Bidder], whose specimen signatures appear below, be and are hereby jointly and severally authorized, to do all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid and finalization of our tie-up with BOI Merchant Bankers Ltd (BOIMB), in response to the Request For Proposal dated 29.09.2021 issued by BOIMB, on behalf of the Company, including but not limited to signing and submitting all applications, Bids and other documents and writings, participating in Bidders’ and other conferences and providing information / responses to the Bank, representing the Company in all matters before the Bank and generally dealing with the Bank in all matters in connection with or relating to or arising out of our Bid and the Bid process and is authorized to negotiate and conclude the tie-up.

Specimen signature

Name: Designation:

Specimen signature

Name: Designation:

Certified true copy for and on behalf of [Bidder]

Signature of the Authorized Person with date

Name of the Authorized Person
Company rubber stamp/seal

Format for Empanelment

Sr. No.	Details of Consultancy Entity	Requirement / Supporting Documents		
1	Name			
2	Constitution (Proprietorship / Partnership / LLP / Limited Company)			
3	Address of Registered Office (including telephone No./s and email address)			
4	Year of Establishment			
5	PAN Number			
6	Name of the Sister Concern(s), if any,			
7	Turnover and Profits (Rs. in Crore)	Latest (T)	T-1	T-2
	Turnover			
	Profits			
8	Management	Name	Age	Qualification
	a Name of Proprietor / Director(s)			Experience, if any
	b Name of Partners			
	c Name of the Office Bearers			
9	Infrastructure			
	a Details of offices in India / Abroad			
	(i) Offices in India (Number and locations)			
	(ii) Offices Abroad (Number and locations)			
	b Human Resources			
	(i) Employed in India			
	(ii) Employed outside India (Abroad)			
	(iii) Employed on regular basis			
	(iv) Employed on contract basis			
	(v) Details of b(iii)			

REQUEST FOR PROPOSAL FOR EMPANELMENT OF FIRMS/CONSULTANTS FOR PROVIDING SERVICES FOR STRESSED ASSETS ADVISORY
DIVISION OF BOIMB

	Area of Specialization	CA	MBA	Engineer	Architects	Law	Others
	Number of employees						
c	Details of services offered in India/Abroad viz Business / Asset Valuation, TEV study, Restructuring, Insolvency and Bankruptcy Code (IBC), Evaluation of Bids / Solutions, any other (to specify)						
	(i) Whether provided by your entity alone or in arrangement with another entity						
	(ii) In case of tie-up with another entity, details of the entity						
10	Details of Assignments						
	Year	Details of Assignment	No. of assignments entrusted by the client		No. of assignments completed by entity		
			No.	Amount	No.	Amount	
	Latest (T)						
	T-1						
	T-2						
11	Profile of Assignments						
	Nature of assignment elements	No of assignments Completed in India / Abroad		Assignment size (Quantum of Debt involved) Rs. in Crore		Corporates involved	
a	Business Valuation						
b	Asset Valuation						
c	resolution Process Advisory						
d	Restructuring						
e	M & A						
f	IBC						

REQUEST FOR PROPOSAL FOR EMPANELMENT OF FIRMS/CONSULTANTS FOR PROVIDING SERVICES FOR STRESSED ASSETS ADVISORY
DIVISION OF BOIMB

g	Evaluation of Bids / Solutions			
h	Any Other (Please Specify)			
12	Litigations faced by entity, if any.			
13	Whether any Bank / FI has black listed the entity earlier at any point of time for any reason. In case „yes” its details.			
14	Additional Information, if any			

For & Behalf of.....
 Authorised
 SignatoryName &
 Designation