



Indian Overseas Bank
Investor Relations Cell
Central Office
763, Anna Salai, Chennai- 600 002

Request For Proposal (RFP)

**FOR SELECTION OF BOOK RUNNING LEAD MANAGERS
(BRLMs)/MERCHANT BANKERS FOR RAISING EQUITY
CAPITAL THROUGH QUALIFIED INSTITUTIONAL PLACEMENT
(QIP)/ FOLLOW ON PUBLIC OFFER (FPO)/
OTHER PERMITTED MODES**

[RFP. Ref. No: IOB/IRC/RFP/03/2025-26 dated 20th February 2026]

RFP Issuance Date	20th February 2026
Last Date of request for Queries/ Clarifications	23rd February 2026
Date and time of Pre-Bid Meeting	24th February 2026 at 3:00 PM
Last Date for receipt of bids	3rd March 2026 at 3:00 PM
Date and time of opening technical bids	3rd March 2026 at 4:00 PM

The information provided by the bidders in response to this Request for Proposal (RFP) will become the property of Indian Overseas Bank and will not be returned. The Bank reserves the right to amend, cancel, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding upon them. The Bank also reserves its right to accept or reject any or all responses to this RFP without assigning any reason whatsoever. This document is prepared by Indian Overseas Bank for inviting bids for Selection of Book Running Lead Managers (BRLMS) / Merchant Bankers for raising equity capital through Qualified Institutions Placement (QIP) / Follow on Public Offer (FPO) / other permitted modes. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

The RFP is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by the Bidder. The purpose of this RFP is to provide information to the potential Bidders, who qualify to submit the response to this RFP, to assist them in responding to this RFP. Although this RFP has been prepared with sufficient care to provide all the required information to the potential Bidders, however, in the event any further/additional information is required by any potential bidders, such bidder(s) on its own cost & endeavor may approach the Bank for clarification which may be considered by the Bank.

The Bank reserves the right to provide such additional information at its sole discretion. In order to respond to the RFP, if required, and with the prior permission of the Bank, each Bidder may conduct its own study and analysis/assessment and seek its own professional, technical, financial and legal advice.

The Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process prior to deadline for submission of Bids, without assigning any reason whatsoever. Notification of amendments will be made available on the Bank's website at (<https://www.iob.in/tenderlist.aspx>) as well as e-tender site <https://iobtenders.auctiontiger.net/EPROC/> and will be binding on all Bidders. No separate communication will be issued in this regard.

The Bank, at its discretion, may extend the deadline for a reasonable period for the submission of Bids.

The Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP and/or annul the RFP. The Bank 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 the Bank shall be final, conclusive and binding on all parties.

DEFINITIONS:

Assignment	“Assignment” means the work to be performed by the Bidder pursuant to its selection as per the Scope of Work contained in the RFP.
Bidder	“Bidder” means an interested and eligible Merchant Banker submitting their proposal in response to this RFP
Bank	“Bank” means 'Indian Overseas Bank'
Bid/Proposal	Bid/Proposal refers to an Offer made to the Bank in response to the RFP document. Bid may be interchangeably referred to as 'Proposal'.
Core Team	“Core Team” shall include the professionals committed by the selected bidder to the Bank for the purpose of execution/ implementation of the assignment.
Issue / Capital issue	“Issue” / “Capital Issue” means the process of raising equity capital by the modes as decided by the bank.
Selected Merchant Bankers/BRLMs or Appointed Merchant Bankers (“MBs”)/ BRLMs	“Selected Merchant Bankers” / “Book Running Lead Managers (BRLMs)” means the successful Bidder(s) who finally gets selected/appointed based on the criteria set out in the RFP.
Professional	“Professional” means full time employee who are professionally qualified (having CA/CS/CMA/MBA) and having relevant experience for the assignment and is on the pay roll of the Bidder.
RFP or RFP document of Tender	“Request For Proposal” issued by the Bank for Selection of Merchant Bankers/Book Running Lead Managers (BRLMs) for raising equity capital through Qualified Institutional Placement (QIP)/Follow on Public Offer (FPO)/Other Permitted Modes including all appendices, annexure and addendum, if any.
Working Days	“Working days” means working days of Indian Overseas Bank, Central Office, Chennai.

ABBREVIATIONS:

FPO	Follow on Public Offer
QIP	Qualified Institutional Placement
EMD	Earnest Money Deposit
RBI	Reserve Bank of India
SEBI	Securities and Exchange Board of India
TDS	Tax Deducted at Source
GST	Goods and Service Tax
BRLM	Book Running Lead Manager
RFP	Request For Proposal
IPO	Initial Public Offer
BFSI	Banking, Financial Services and Insurance
CVC	Central Vigilance Commission
IPR	Intellectual Property Rights
CV	Curriculum Vitae
VC	Video Conference
MB	Merchant Bankers
NDA	Non-Disclosure Agreement
NI Act	Negotiable Instruments Act
MSE	Micro & Small Enterprises
DLC	Domestic Legal Counsel
ILC	International Legal Counsel

CALENDAR OF EVENTS:

S No	Particulars	Timeline
1	Issuance Date of RFP	20th February 2026
2	Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting)	23rd February 2026 at 5:00 PM Queries to be sent to investor@iobnet.co.in
3	Pre-bid Meeting Date and Venue Details	Meeting will be conducted on 24th February 2026 at 3:00 PM through virtual mode. Bidders willing to participate in pre-bid meeting need to submit their request at investor@iobnet.co.in on or before 23rd February 2026 by 05:00 PM .
4	Last Date of Submission of Bids / Closing Date in Online Mode	3rd March 2026 by 3:00 PM for both online bid and offline document submissions.
5	Date and time of opening of Technical Bid	3rd March 2026 by 4:00 PM
6	Date, time and venue of presentation & demo by the bidders satisfying Eligibility Criteria prescribed	Shall be intimated separately by the Bank through email.
7	Opening of Commercial Bids	The commercial bids of only those bidders, who meet the eligibility criteria and qualify in technical evaluation, will be opened. The date for commercial bid opening would be communicated via e-mail to the technically qualified Bidders.
8	Submission of Bids and documents (technical and commercial)	Online through e-tendering portal https://iobtenders.auctiontiger.net/EPROC/
9	Name of contact officials of the Bank	Mr. M. Christhuvaraj, Chief Manager, Investor Relations Cell, Indian Overseas Bank, Central Office, 763, Anna Salai, Chennai – 600002. Phone: 044- 7172 9791/ 044- 2888 9360

Notes:

- 1) Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://iobtenders.auctiontiger.net/EPROC/>. Bidder should be in possession of CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to bank.
- 2) Bidders shall bear the cost of registration on the Bank's e-tendering portal. Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.
- 3) Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
- 4) Technical Bids and commercial bids will be opened only in the online mode.
- 5) All the interested Bidders, who have not registered earlier with <https://iobtenders.auctiontiger.net/EPROC/> would have to register on the site. Bidders to ensure to get themselves registered timely, to avoid last moment issues.
- 6) Contact Numbers of Support team of e-tendering portal, Auction tiger: E-mail Id: nandan.v@eptl.in, mubassera@eptl.in, divya.d@eptl.in, Mobile No.: 9081000427 / 7859800609 / 9510813528/ 7859800621/ 6352632098/ 7859800616.
- 7) If bidder still faces any problem, he/she should immediately contact the Investor Relations Cell of the Bank through telephone No. 044-71729791 or 044-28889360, e-mail us at investor@iobnet.co.in
- 8) Bids received after closing of the bid in <https://iobtenders.auctiontiger.net/EPROC/> will be auto-rejected by the system.
- 9) Bidders should submit bids well before time as mentioned above rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
- 10) Bidders will be participating in e-Tendering event from their own office / place of their choice. Internet connectivity /browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- 11) Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, power failure, internet response issues, hardware hangs etc., at bidder's end.
- 12) In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or bank is not responsible.
- 13) In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.

- 14) Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
- 15) If Bidders have any queries, they may call at Helpdesk Telephone No. 044-71729791 or 044-28889360 from 10:00 a.m. to 05:00 p.m. (except Bank holidays).
- 16) In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on next working day.
- 17) Each Recipient shall notify the Bank of any error, fault, omission, or discrepancy found in this Tender document but not later than last date of receiving clarifications.
- 18) The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in websites: <https://www.iob.bank.in/> and <https://iobtenders.auctiontiger.net/EPROC/> and informed vide mail to the bidders who have raised queries.
- 19) Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.

TABLE OF CONTENTS

S. No.	Topic	Page No.
1	Introduction	12
2	Proposal	12
3	Process and Time Frame	13
4	Scope of Work/responsibilities of the Merchant Bankers/BRLMs	14
5	Eligibility Criteria	20
6	Bid System Offer	23
7	Technical Bid	23
8	Commercial Bid	24
9	Technical Bid Evaluation Criteria	25
10	Techno-Commercial Evaluation	28
11	Follow-on Public Offer (FPO)	30
12	Earnest Money Deposit (EMD)/Bank Guarantee In Lieu of EMD	31
13	Submission of Proposal	32
14	Submission of Documents	33
15	Bid Opening Process	34
16	Clarification to RFP and Pre-Bid queries	34
17	Pre-Bid Meeting	34
18	Presentation by the Bidders	35
19	Modification in RFP document	35
20	Modification and/or Withdrawal of Bids	36
21	Rejection of Bid	37
22	Disqualification	38
23	Reservation of Rights by the Bank	38
24	Validity of the Bid	39
25	Other Instructions	39
26	Other Terms & Conditions	40
27	Award of Contract	41
28	Performance of the Contract	42
29	Terms of Payment	43
30	Accountability	44

31	Signing of Pre-contract Integrity Pact	44
32	Non – Disclosure Agreement	46
33	Indemnity	47
34	Sub- contracting	47
35	Confidential Information	48
36	Governing Language	48
37	Governing Law and Disputes	48
38	Negligence	49
39	Termination for Convenience	50
40	Contract Period	50
41	Penalty	50
42	Force Majeure	50
43	Publicity	51
44	Adherence to Social Media Policy of the Bank	51
45	Compliance with Law	51
46	Vicarious liability	53
47	Inspection and Right to audit by Bank, RBI and any Regulatory authority(s)	53
48	Limitation of Liability	54
	Annexures:	
1	Letter of Consent	55
2	Declaration w.r.t. Details of Issue	56
3	Declaration	57
4	Declaration w.r.t Order No. F.NO.6/18/2019-PPD dated 23 rd July 2020 issued by Government of India	58
5	Certification of Local Content	59
6	Compliance Statement	60
7	Format for Declaration	61
8	Proposal Form	63
9	Technical Bid – Information	65
9A	Details of the Core Team and Distribution Network	66
9B	Details of Domestic Equity Capital issues	67
10	Covering letter format for Commercial Bid	68
11	Commercial Bid Format	69

12	Bank Guarantee format for Earnest Money Deposit	70
13	Format for sending Pre-Bid queries	72
14	Integrity Pact	73
15	Non-Disclosure Agreement	85
16	Declaration for MSE Benefits	91
17	Undertaking letter regarding validity of Documents and Information	92
18	Authorization letter format	93
19	Authorization Letter format for signing the Bid Documents	94
20	Checklist of Documents to be submitted along with the Bid	95

1. INTRODUCTION

- 1.1. Indian Overseas Bank (hereinafter 'the Bank') is a Body Corporate and a Public Sector Bank established in the year 1937 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Central Office at 763, Anna Salai, Chennai-600 002. The Bank is having pan India presence with 3438 Branches, 53 Regional Offices situated across the States/Union Territories of the country and has four Overseas Branches at Colombo, Singapore, Hong Kong and Bangkok as on 31st December 2025.
- 1.2. As on 31st December, 2025, the total global business of the Bank stood at Rs. 6,44, 276 Crores.
- 1.3. Presently, the authorized capital of the Bank is Rs.25,000 crore. The issued and paid-up capital of the Bank as on 31st December, 2025 is Rs. 19,256 crores. Presently, the Government of India, promoter of the Bank holds majority stake in the Bank with 92.44% shareholding.
- 1.4. The range of products and services offered by the Bank includes loans and advances, deposits, foreign exchange and derivatives products, retail lending, fee and commission-based products and services, as well as alternate payment platforms and products.

2. PROPOSAL

- 2.1. The Bank is considering raising equity capital for an amount upto Rs.4,000 Crore (Rupees Four thousand crore only), including premium, by way of QIP/FPO/other permitted modes in a single tranche or multiple tranches during Financial Year 2025-26 at such premium that may be determined in terms of the Securities and Exchange Board of India (SEBI) Regulations.
- 2.2. For this purpose, the Bank intends to select and appoint up to four (4) Merchant Bankers/BRLMs. Hence, technical and commercial bids are being invited through this RFP from Merchant Bankers/BRLMs. The Bank will have the option to appoint additional Merchant Banker(s)/ BRLM(s), if considered necessary. The Bank's decision in this regard, will be final and binding on all the parties concerned.
- 2.3. The appointment of Merchant Bankers/BRLMs shall remain valid upto 31.03.2026.
- 2.4. Merchant Bankers appointed shall be required to execute Agreements/Documents (comprising scope of work, timelines, non-Disclosure clause, Indemnity, etc.), prepared by the Bank in respect of each assignment.

3. PROCESS AND TIME FRAME

3.1. Selection of Merchant Bankers/ BRLMs will involve a five-stage approach

Stage I	Issue of RFP Document
Stage II	Pre bid Queries and Response
Stage III	Receipt of bid
Stage IV	Evaluation of bids
Stage V	Award of contract

3.2. The time-frame for the overall selection process is mentioned in this RFP document under 'Calendar of Events'. Bank reserves the right to vary the time-frame at its sole and absolute discretion. Changes to the time frame will be communicated to the concerned respondents during the process. The Bank may at its sole discretion also extend the closing date and time of submission of bids. The dates mentioned under 'Calendar of Events' at the beginning of this RFP are tentative dates and the respondent acknowledges that it cannot hold the Bank responsible for breach of any of the dates.

3.3. Each Bidder acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the appointment of BRLMs, not limited to those selection criteria set out in this RFP document.

3.4. The Bank will scrutinize the bids received to determine whether they are complete and as per RFP requirement, whether technical documentation as asked for and required, to evaluate the bid has been submitted, whether the documents have been properly signed as per the RFP requirements.

3.5. If deemed necessary, the Bank may seek clarifications on any aspect from the Applicant. The Bidder has to respond to the Bank and submit the relevant proof/supporting documents required against clarifications, if applicable. However, that would not entitle the Bidder to change or cause any change in the substances of the bid already submitted or the price quoted.

3.6. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank. No post bid clarification at the initiative of the Bidder shall be entertained.

4. SCOPE OF WORK/ RESPONSIBILITIES OF THE MERCHANT BANKERS/BRLMs

4.1. The Scope of Work, Deliverables, Compliance of time norms are the joint and several responsibilities of ALL the Merchant Bankers/ BRLMs appointed for this purpose. Even though the activities relating to the capital issue are going to be shared/ allocated among the Merchant Bankers/ BRLMs as per the Inter-se agreement proposed to be entered between the Merchant bankers/BRLMs, the failure / delay due to any one of the Merchant Bankers / BRLMs should not be quoted for the failure / delay of the capital issue. The work of that Merchant Banker should be completed by other Merchant Bankers/BRLMs and there should not be any failure / delay of the Capital Issue for the Bank. If there is any delay due to any one of the Merchant Bankers/BRLM, penalty will be applicable on such Merchant Banker/BRLM at the rate specified in Para 41 of the RFP. Suitable clause should be incorporated in the Inter-se agreement covering all the points mentioned above.

4.2. The Merchant Bankers/BRLMs will be required, to undertake tasks related to all aspects of raising of equity capital for an amount up to Rs 4,000 Crore (Rupees Four thousand crore only), including premium, through QIP/FPO/other permitted modes in single tranche or multiple tranches during the FY 2025-26 including but not restricted to, as mentioned below:

- i. All the appointed Merchant Bankers / BRLMs to convene a joint meeting and discuss and suggest the modes for the capital raising route viz. QIP/FPO/other permitted modes, timing and the modalities of the Issue depending upon the market conditions and investors' appetite.
- ii. To advise the Bank within three (3) working days from the date of appointment letter, the capital raising route viz. QIP/FPO/other permitted modes, timing and the modalities of the Issue depending upon the market conditions and investors' appetite.
- iii. Structure the transaction (QIP/FPO/other permitted modes) in conformity with the applicable laws, especially the extant regulatory and statutory framework including under the Banking Regulation Act, 1949, Companies Act, 2013, SEBI Act, 1992 and the Securities Contract (Regulations) Act, 1956, SEBI (ICDR) Regulations 2018, SEBI (Listing Obligations & Disclosure Requirements) Regulations 2015, Foreign Exchange Management Act, 1999, FDI norms and other applicable statutes, Rules, Regulations, or the Guidelines or directions issued by the Stock Exchanges or otherwise, as amended from time to time.

- iv. Advise the Bank on all matters related to the transaction (QIP/FPO/Other permitted modes) including but not restricted to the following:
 - a. regulatory norms, disclosure and its timelines and disclaimer requirements and generally assist in securing the requisite statutory and regulatory approvals and/ or exemptions and/ or clarifications, as may be deemed necessary from SEBI, Stock Exchanges, Registrar of Companies, RBI, and other regulatory and statutory authorities;
 - b. filing of returns/ notices/ declarations with stock exchanges, or any other statutory and/ or regulatory authorities and assist in completing all the requirements and formalities; and
 - c. preparation of requisite literature including Preliminary Placement Document, and Final Draft Placement Document for circulation, publication, etc.
- v. The Bidder shall work in coordination with Bank's legal team/Legal Counsels/Law Firms appointed by the Bank with respect to all legal issues (pre/post issue) including vetting of any document, for the completion of the Issue. If Bidder appoints other Legal Counsel, the cost of which will be borne by the Bidder. The Bidder should ensure that the BRLM's legal counsel is appointed within 10 days from the date of receipt of appointment letter.
- vi. To identify and prepare list of potential investors in India and abroad with apparent interest and sufficient resources to garner subscription to the issue.
- vii. Undertake due diligence activities and prepare the Draft Placement Document / Placement Document, coordinate the work of intermediaries and completing all stipulated requirements and formalities of regulatory/statutory authorities. This may also involve multiple updation of such document(s)/ paper(s) depending upon the Bank's decision with regard to a particular issuance.
- viii. Providing any analytical and transactional support required by the Bank for successful completion of the issue.
- ix. To manage the issue with the skill and care as professed to ensure best outcome for the Bank.
- x. To conduct market survey, domestic and international road shows to generate interest amongst prospective investors and undertake book building exercise for the Bank. To arrange meetings with the key investors, facilitate communication

about the growth potential of the Bank and articulate the key marketing themes and positioning of the Bank.

- xi. To undertake market research, assist in the valuation and best pricing of the Issue, allocation of shares and provide after sale support, etc.
- xii. To assist in selection of intermediaries (DLC, ILC, Auditors, RTA, etc.), if any, to be appointed by the Bank and coordinate the work of all intermediaries.
- xiii. To ensure timely completion of all pre-and post-issue related activities as laid down in the SEBI Regulations, NSE, BSE guidelines and other Government agencies.
- xiv. To render such other assistance as required by the Bank from time to time to facilitate success of capital issue and provide co-ordination with various processes and for activities associated with capital issue as may be required in connection with the Issue to ensure timely completion of the issue within the prescribed timelines.
- xv. To ensure completion of all post-transaction related activities viz: reconciliation of subscription amount along with Banking confirmations and the original applications, assisting the bank in allotment of equity shares at NSDL & CDSL within the due date, preparation of final document and listing of equity shares with stock exchanges within the date, payment of interest on application/ refund, if any, within the due date, filing various statutory documents with SEBI / Stock Exchanges, facilitating transfer of sale proceeds to the Bank and shares to Shareholders etc.
- xvi. The BRLMs shall ensure compliance with SEBI (Merchant Bankers) Regulations, 1992, SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018 and all other applicable SEBI regulatory Guidelines and statutory provisions including amendments from time to time to ensure the success of the Issue and further ensure that all related work/ processes are complied with, as per applicable guidelines and statutory provisions.
- xvii. To provide all other services and undertake all other responsibilities in connection with the Issue to ensure that the issue is completed as per the applicable regulatory provisions and prescribed guidelines.

4.3. In order to ensure best returns to the Bank, the selected BRLMs (in case of multiple BRLMs) will be required to comply with the following conditions.

- i. Upon finalization of the mode of the Issue by the Bank, the selected Merchant bankers/BRLMs will submit the following to the Bank:
 - a. The details of inter-se allocation of responsibilities ("Inter-Se") in relation to the Issue, amongst the Merchant Bankers/ BRLMs and/or their affiliates within two (2) working days. The Inter-Se submitted by the selected Merchant Bankers/ BRLMs shall be evaluated by Bank and they may be required to make certain alterations and resubmit the Inter-Se. The revised Inter-Se should be submitted to Bank within two days of finalization of the revisions in the Inter-Se with the Bank. The revised Inter-Se, upon formal acceptance by Bank, shall become final and binding Inter-Se of action which the BRLMs would be required to implement.
 - b. A detailed strategy for reaching out to the investors so as to create awareness about participation in the issue.
 - c. The selected Merchant Banker/BRLM shall submit a "Plan of Action" on each responsibility and tasks to be undertaken by the selected Merchant Banker/BRLM in connection with the Issue including but not limited to all the tasks as specified above.
 - d. The Plan of Action submitted by the selected Merchant Bankers/BRLMs shall be evaluated by the Bank and they may be required to make certain alterations and resubmit the Plan. The Revised Plan of Action should be submitted to Bank within two (2) days of finalization of the revisions in the Plan of Action with the Bank.
 - e. The revised Plan of Action, upon formal acceptance by the Bank, shall become final and binding Plan of Action which the BRLMs would be required to implement.
 - f. The selected BRLMs will be required to provide regular updates as decided by the Bank, regarding the progress made on the final Plan of Action (as referred above) and the tasks undertaken (including follow-ups done), etc., during the preceding period and the course of action for the period after the day this update is being given.

4.4. The selected BRLMs shall be required to ensure media management and public relations (PR) so as to generate adequate publicity for the Bank within the realms as permitted by SEBI.

4.5. Further, after the closure of Issue, within 10 days of the T Day (T Day being the trading approval date), the selected BRLMs will be required to submit a self-appraisal on the Final Plan of Action that the Bank had accepted. Bank shall also evaluate the BRLMs' performance based on the Final Plan of Action and self-appraisal sent by the selected BRLMs.

4.6. EXPECTED DELIVERABLES:

The deliverables for the assignment of raising equity capital for an amount upto Rs.4,000 Crore, including premium, through QIP/FPO/other permitted modes in single tranche or multiple tranches during the FY 2025-26 shall include (for each tranche) the following:

A. PRE-ISSUE DELIVERABLES:

1. Structure the equity issue through QIP/FPO/other permitted modes in conformity with the prevailing framework and Regulations / Guidelines of SEBI, the Stock Exchanges and Securities Contracts (Regulation) Act, 1956; Securities Contracts (Regulation) Rules, 1957; and Companies Act, 1956 and 2013, and other applicable Rules/Regulations in force etc.
2. Advise on the regulatory norms and assist in securing approval and exemptions, wherever necessary, from regulatory agencies such as SEBI, Stock Exchanges, RBI, etc.
3. Prepare and approve the statutory & other advertisements for publication of advertisement for equity issue through QIP/FPO/other permitted modes in the newspaper or such other documents including but not limited to Information Memorandum, for eliciting response for the interested shareholders for equity issue through QIP/FPO/other permitted modes. The cost of preparation will be borne by BRLMs and the cost of publication will be borne by Bank.
4. Assisting in preparation and facilitation of execution of definitive documents/ agreements upon approval by the Bank.
5. Any other matter as enumerated in scope of work and responsibilities and its sub-points.

6. The Pre-Issue deliverables are to be completed within the time stipulated by the Regulators / Law in force.

B. POST ISSUE DELIVERABLES:

1. Reconciliation of subscription amount along with Banking confirmations and the original applications.
2. Assisting the Bank in allotment of equity shares issued through QIP/FPO/other permitted modes at NSDL and CDSL within the due date.
3. Assisting the Bank in preparation of final documents and Listing of equity shares issued through QIP/FPO/other permitted modes with Stock Exchange(s) within the date.
4. Assisting the Bank in payment of interest on application / refunds, if any, within the due date.
5. Assisting the Bank in filing various statutory documents with SEBI / Stock Exchange/Other Regulatory authority.
6. Facilitating transfer of sale proceeds (to Indian Overseas Bank) and shares (to the shareholders).
7. The BRLMs shall ensure compliance with SEBI (Merchant Bankers) Regulations, 1992, SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018 and all other applicable SEBI Guidelines and statutory provisions to ensure the success of the equity shares issued through QIP/FPO/other permitted modes and further ensure that all related work/processes are completed as per applicable guidelines and statutory provisions.
8. The assignment shall be considered complete and successful upon credit of new equity shares to the purchaser(s)/subscriber(s) of shares upon receipt of equity shares issued through QIP/FPO/other permitted modes to the Bank and any other post issue support. The same would be required to be completed within the period as stipulated by the Regulators/ Law in force or within the time fixed by the Bank. However, term may be extended with mutual consent of both the parties without alternation of the terms of engagement.
9. The Post Issue Deliverables are to be completed within the time stipulated by the Regulators / Law in force, in order to avoid any kind of penalty imposed by regulatory authorities.

4.7. The scope of work is only indicative & illustrative and will be eventually governed by the terms & conditions of the agreement when the same is executed between Bank and the Bidder.

5. ELIGIBILITY CRITERIA

5.1. The Bank invites proposals from reputed firms / companies for selection as Merchant Bankers / BRLMs for raising of equity capital through QIP/FPO/other permitted modes. Proponents seeking selection should fulfill the following eligibility criteria:

S. No.	Eligibility Criteria	Documents to be submitted
1.	The Bidder should be a registered Category I Merchant Banker holding valid certificate issued by SEBI and qualified to undertake the subject assignment. The certificate of registration with SEBI should remain valid till the completion of all activities relating to the subject assignment.	Certificate of Registration with SEBI as Category I Merchant Banker duly certified by the Whole Time Director/ Company Secretary/ Other Authorized Signatory of the Company/ firm, duly authorized for the purpose.
2.	The Bidder must be a Firm/ Company registered as Merchant Banker/BRLM, having office in India and/or abroad, with an existence of at least 5 (five) years as on 30 th June, 2025 and the Core Team comprising of at least three members having minimum average experience of two years. In case of merger/ acquisitions/ restructuring/ Name change, the date of establishment of earlier original firm/entity, should be taken into account. No two or more entities joining together (JVs) specific to this project will be considered.	The copy of the certificate of incorporation and certificate of commencement of business or Registration Certificate along with notification/ order of merger/ restructuring etc., if applicable, certified by entity's Compliance Officer/ Company Secretary/ Statutory Auditor/ Other Authorized Signatory of the Company/firm, duly authorized for the purpose.
3.	The Bidder should have handled domestic equity issues through IPO/FPO/QIP, etc., during the last 5 (five) years, as on 30 th June, 2025, as below: a. No. of issues: Minimum of three b. Cumulative size of the issues handled: Rs. 5,000 crores or more	A declaration by the Entity, in this regard, mentioning the details of the issue, issue size, date of issue, type of issue, amount mobilized etc. in the last five (5) years as on 30 th June, 2025, duly certified by the Whole Time Director/ Company Secretary/Other

	Out of the total issues handled by the bidder during the period of five years as on 30 th June, 2025, at least one issue should be of BFSI sector with an issue size of Rs.1,000 crores and above.	Authorized Signatory of the Company/firm, duly authorised for the purpose, as per Annexure - 2 . The extract from Prime Database or Bloomberg should also be submitted duly certified by the Whole Time Director/ Company Secretary/Other Authorized Signatory of the Company/firm, duly authorized for the purpose. The details/copies of the respective Offer Documents (relevant pages), where the name of the Bidder is mentioned.
4.	The Bidder must have a dedicated advisory team in India to ensure liaison/interaction with Management of the Bank.	Details of offices and staff in India to be given.
5.	The bidder should not have been prohibited by any Statutory/ Regulatory authority or Court or Tribunal or any Authority in offering such services (Merchant Banking/ BRLM services provided/ offered by the Bidders in terms of the RFP) and should not have been blacklisted/debarred/ penalized by Central Government or State Government or SEBI or RBI or by any authority in the past or no such proceedings is/are pending.	A notarized affidavit to this effect must be furnished by the person authorized to give such affidavit.
6.	No action against the Bidder should have been initiated by SEBI/CVC/RBI or any other Govt./Statutory Authorities with regard to any financial irregularities.	A Declaration by the Whole Time Director/ Company Secretary/ Other Authorized Signatory of the Company/firm, duly authorized for the purpose on a non-judicial stamp paper of Rs.200 as per Annexure - 3
7.	As per the Order No. F.NO.6/18/2019- PPD dated 23.07.2020 issued by Ministry of Finance, Government of India, Department of	A declaration form as per Annexure - 4 and a copy of registration certificate, if

	<p>Expenditure, Public Procurement Department, bidder from a country which shares a land border with India will be eligible to bid in this tender, only if the bidder is registered with the Competent Authority, i.e., Registration Committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT) of Government of India.</p>	<p>applicable, duly certified by Whole Time Director/ Company Secretary/ Other Authorised Signatory of the Company/firm, duly authorised for the purpose.</p>
8.	<p>The Bidder should be Class-I/II local supplier.</p> <p>“Class-I/II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum “local content” as prescribed for Class-I/II local supplier as per DPIIT vide OM P-45021/2/2017PP (BE-II) dated 16.09.2020 issued the Public Procurement (Preference to Make in India) Order 2017-revision.</p> <p>The “local content” requirement to categorize a supplier as “Class-I local supplier” is minimum 50%. The “local content” requirement to categorize a supplier as “Class-II local supplier” is minimum 20%.</p> <p>“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.</p>	<p>A certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content in the format as per Annexure-5.</p>
9.	<p>Bidder should be profit making and have positive net worth during last three financial years.</p>	<p>Audited Accounts/Auditors' Certificate to be attached along with the technical bid.</p>

10.	The bidder should conform to data localization norms of SEBI for Regulated Entities including Merchant Bankers.	Documentary evidence should be produced to the satisfaction of the Bank.
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5.2. All the interested Bidders fulfilling eligibility criteria mentioned above as a part of the proposal are advised to furnish the Compliance Statement and Undertaking as given in **Annexure – 6 & Annexure -7** respectively. The undertaking should be to the effect that there is no conviction by a Court of Law or indictment/adverse order or blacklisting by a regulatory or Governmental Authority or PSB/PSU against them or any of their sister concern(s). It should certify that there is no investigation pending against them or their sister concern(s) or the CEO, Directors/ Managers/ Employees.

6. BID SYSTEM OFFER

6.1. The response to the RFP will have to be submitted by way of two bid system comprising of (1) Technical Bid and (2) Commercial Bid.

7. TECHNICAL BID

7.1. Technical bid shall be opened and technical evaluation and Scoring shall be carried out for the bidders who have qualified eligibility criteria. However, to expedite the process, Bank may of its own, carry out eligibility criteria and technical bid evaluation simultaneously. Inviting bidders for technical presentation or seeking information during technical evaluation shall not construe that bidder is qualified as per Para 5 of the RFP. However, bidder eligibility status shall be informed to bidders individually.

7.2. The bidder shall submit **“The Technical Bid”** in response to the present RFP as per the Proposal in **Annexure – 8**, and Technical Bid as per format **Annexure -9, Annexure – 9A and Annexure – 9B**.

7.3. Technical Bid will contain the details as required in the Eligibility Criteria, along with the documents related to the bid. The Technical Bids will be opened and scrutinized for completeness of the documents. The evaluation and short-listing shall be as per the criterion laid down by the Bank. Bidder needs to score the qualifying marks to get qualified.

7.4. **A minimum of 70 marks out of the total 100 marks will be the qualifying marks for the bidders.** Only bidders scoring at least 70 marks in the technical bids will be shortlisted. The evaluation procedures to be adopted in the bidding process will be at the sole discretion of Bank and the Bank is not liable to disclose the evaluation report or reasoning to the bidder.

- 7.5. If the Bank is not able to get adequate number of eligible bidders, the Bank shall have the discretion to lower the qualifying marks.
- 7.6. 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 process.
- 7.7. Commercials should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.
- 7.8. Scoring shall be done based on the documents submitted along with the technical bid and Bank may not seek any further correspondence in this regard.
- 7.9. The total marks scored in the technical evaluation shall be informed to the participating bidders. Only individual marks secured will be disclosed to the participating bidders.
- 7.10. Bank shall not entertain any claims or representation on the technical scores awarded and is not bound to give any reply to the bidders on the technical scores.

8. COMMERCIAL BID

- 8.1. The Bank will open the Commercial Bids of only the shortlisted bidders (i.e. scoring at least **70 marks** in the technical bids or lower score if decided by the bank as detailed in Para N. 7- "Technical Bid"). The selection of requisite number of BRLMs will be the sole discretion of the Bank and it will be based on the fee quoted.
- 8.2. The bidders are required to submit Commercial Bid in the format as per **Annexure – 10** and **Annexure -11**, duly signed by the authorized person. The bid/offer must be made in 'Percentage' (%) of amount allotted out of the amount mobilized. The fee quoted shall be un-conditional and irrevocable.

9. TECHNICAL BID EVALUATION CRITERIA

9.1. Bidders shall be evaluated based on the following parameters:

Sr. No.	Evaluation Parameters	Marks (Total 100)	
1.	Team Strength (BFSI) Details to be furnished as per Annexure – 9A	10	
	a) Details of the Core Team (Max. Marks): <ul style="list-style-type: none"> ▪ More than 5 Professionals (CA/CS/CMA/MBA) in the Core team. ▪ Minimum of 3 and upto 5 Professionals (CA/CS/CMA/MBA) in the Core Team. 	3 1	3
	b) Average work experience of the Core Team in respect of QIP/FPO/IPO etc. handled (Max. Marks): <ul style="list-style-type: none"> ▪ More than 7 years ▪ More than 5 years and upto 7 years ▪ Minimum of 2 years and upto 5 years <p>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 by the bidders.</p>	7 5 2	7
2.	Experience in handling Domestic Equity capital Issues in BFSI sector during the preceding 5 Years upto 30th June, 2025 through IPO/FPO/QIP etc. – Details to be furnished as per Annexure – 9B	40	
	a) Cumulative Issue Size handled during the last 5 years as on 30 th June, 2025 (Max. Marks): <ul style="list-style-type: none"> ▪ More than Rs.5,000 Crore ▪ More than Rs.3,000 Crore and upto Rs.5,000 Crore ▪ Minimum of Rs.1,000 and upto Rs.3,000 crore 	10 7 5	10

	<p>b) Actual funds mobilized (allotted) in the issues handled during the preceding 5 years upto 30th June, 2025 (Max. Marks):</p> <ul style="list-style-type: none"> ▪ More than 50% of the cumulative issue size ▪ More than 30% and upto 50% of the cumulative issue size ▪ More than 20% and upto 30% of the cumulative issue size ▪ More than 10% and upto 20% of the cumulative issue size 	<p>10</p> <p>10</p> <p>7</p> <p>5</p> <p>3</p>	<p>10</p>
	<p>c) Actual funds mobilized from overseas investors for BFSI sector through QIP/FPO/IPO during the preceding 5 years upto 30th June, 2025 (Max. Marks):</p> <ul style="list-style-type: none"> ▪ More than 10 investors ▪ More than 5 investors ▪ More than 2 investors 	<p>10</p> <p>7</p> <p>5</p>	<p>10</p>
	<p>d) Number of issues handled during the preceding 5 years upto 30th June, 2025 (Max. Marks):</p> <ul style="list-style-type: none"> ▪ More than 10 ▪ More than 7 and upto 10 ▪ More than 5 and upto 7 ▪ More than 3 and upto 5 ▪ At least 1 and upto 3 	<p>7</p> <p>5</p> <p>4</p> <p>3</p> <p>1</p>	<p>7</p>
	<p>e) Number of issues of Public Sector Banks handled during the preceding 5 years upto 30th June, 2025 (Max. Marks):</p> <ul style="list-style-type: none"> ▪ More than 5 ▪ More than 3 and upto 5 ▪ Atleast 1 and upto 3 	<p>3</p> <p>2</p> <p>1</p>	<p>3</p>

Sr. No.	Evaluation Parameters	Marks (Total 100)	
3.	Domestic and Global network and distribution strength (Domestic office is must) - Details to be furnished as per Annexure – 9A.	10	
	Indicate domestic and global distribution network Countries with sales team (Max. Marks): <ul style="list-style-type: none"> ▪ More than 3 Countries ▪ 2 Countries ▪ 1 Country Submission of documentary proof(s) with respect to above by the bidders is mandatory	10 7 5	10
4.	Presentation	40	
	The Presentation should cover the following aspects: <ol style="list-style-type: none"> a) <u>Investors connect, relationship and track record</u> <ul style="list-style-type: none"> ▪ Strategy for marketing and identifying target Investors Group ▪ Understanding of Domestic and International Institutional Investors b) Quality of investors brought in by the bidders for QIP/FPO/IPO etc. of other Public Sector Banks during the preceding five years ended 30th June, 2025 c) <u>Understanding of Indian Overseas Bank</u> <ul style="list-style-type: none"> ▪ Earlier transaction(s)/deals done with the Bank. ▪ Positioning and valuation of the Bank d) <u>SWOT Analysis of the BRLM/Merchant Banker</u> e) <u>Research Coverage & Capabilities</u> <ul style="list-style-type: none"> ▪ Research Strength indicating the number of Banks covered by the Research Team ▪ Research Reports published on Banking and Financial Services Companies in India ▪ Details of available infrastructure, manpower deployed in investment Banking (equity segment) & other relevant information f) <u>Understanding of Regulatory laws/issues & Timelines for the Issue</u> g) <u>Mobilization Commitment (Rs in Cr) (soft commitment on best effort basis)</u> 		40
TOTAL MARKS		100	

Note: Submission of Documentary proof(s) as per **Annexure – 9A and Annexure – 9B** with respect to Sr. No.1 to 3 (as stated above) by the Bidders is mandatory.

10. TECHNO-COMMERCIAL EVALUATION

- 10.1. The Bidders securing technical score of 70 or more marks out of a total of 100 marks would be considered as technically qualified. In case, there is only one firm / company having technical score of 70 or more, the Bank may, at its discretion, also consider the next highest technical score with a minimum score of 60. In case, none of the participative firm/company qualifies on technical criteria to reach or exceed the cut-off score of 60, then the Bank, at its sole discretion, may lower the qualifying marks. The evaluation procedures to be adopted in the bidding process will be at the sole discretion of Bank.
- 10.2. The marks scored by shortlisted Bidders in the technical evaluation will then be given a weightage of 80%. Similarly, the Commercial Bids of the Bidders will be given a weightage of 20%. The combined score of Technical and Commercial Bids will determine the H1 (bidder scoring highest point / marks), H2, H3 and so on. The Bank will select the BRLMs who agree to undertake the assignment. The Bank will use waterfall (sequential ranking) for the next BRLM in case any shortlisted BRLM does not accept the appointment.
- 10.3. Bank intends to ensure participation of a well-rounded mix of qualifying BRLMs both domestic and foreign in relation to the QIP/FPO. It is therefore intended that the process adopted for short-listing of Bidders will strive for a balanced representation of BRLMs as above. The mix of BRLMs would be subject to Bank's sole discretion based on evaluation.
- 10.4. The bidder scoring the highest points/marks (H1) based on the above principles would be appointed for the transaction. The other evaluated BRLMs who are ranked as H2, H3 and so on in that order would be asked to accept the fees quoted by H1 in case their prices higher than H1 and the parties who so accept the fees quoted by H1 will also be appointed till the required number of BRLMs are ascertained/reached. However, if any selected BRLM has quoted a lower fee than the fee quoted by H1, in that case the concerned BRLM(s) will get a fee quoted by them (i.e., Lower fees). The Bank may consider at its sole discretion, selecting lesser/ more number of Bidders for appointment as BRLMs.
- 10.5. The fee, at the agreed rate, would be paid proportionately to appointed BRLMs based on their share of total amount allotted out of the amount mobilized by them.
- 10.6. Amount canvassed by Bank, out of its own efforts/ initiatives, from financial institutions like Life Insurance Corporation of India (LIC) and other Public Sector Banks will not be considered for calculation/payment of fees.

10.7. Left/Main Lead will be decided at the Bank's discretion and that BRLM so selected will have the right to refuse the position of the Left Lead. In such a case, the Bank may appoint other Merchant Banker as Left/ Main Lead for the issue. The fee of the Left/Main Lead shall be decided by the Bank, and the same will be deducted equally from all appointed BRLMs of the issue including Left Lead. There will not be any co-left lead.

Illustration on Techno-Commercial Evaluation of Bids

Technical Bid Evaluation:

No. of Bids Received: Example 4 bids received

Sr No.	Name of Bidder	Marks secured based on Technical Parameters (out of 100)	Technical Score
1	A	90	100.00*
2	B	82	91.11
3	C	75	83.33
4	D	87	96.66

*Bidder 'A' has secured the highest marks in technical evaluation and therefore has been allocated 100 marks. The final technical scores of other Bidders will be computed as follows:

$$B = (100 \times 82) / 90 = 91.11$$

$$C = (100 \times 75) / 90 = 83.33$$

$$D = (100 \times 87) / 90 = 96.66$$

Commercial Bid Evaluation:

No. of Bids Received: Example 4 bids received

Sr. No.	Name of Bidder	Commercial Bids (%)	Commercial Score
1	A	1.75	54.29
2	B	1.20	79.17
3	C	1.05	90.48
4	D	0.95	100.00*

*Bidder 'D' has quoted the lowest bid and therefore has been allocated 100 marks. The final commercial scores of other Bidders will be computed as follows:

$$A = (100 \times 0.95) / 1.75 = 54.29$$

$$B = (100 \times 0.95) / 1.20 = 79.17$$

$$C = (100 \times 0.95) / 1.05 = 90.48$$

Techno-Commercial Score:

Sr. No.	Name of Bidder	Technical Score	Commercial Score	Total Score	Status
		Weightage 80%	Weightage 20%		
1	A	80.00	10.86	90.86	H3
2	B	78.89	15.83	94.72	H2
3	C	66.66	18.10	84.76	H4
4	D	77.33	20.00	97.33	H1

(Note: 80% weightage to Technical score and 20% weightage to Commercial Score)

11. FOLLOW-ON PUBLIC OFFER (FPO)

11.1. In the event of Bank decides to raise equity capital through FPO:

- i. BRLMs will have fixed fee component of 50% of professional fee quoted for the issue size and variable fee component is 50%. Variable fee component will depend on funds mobilized by respective BRLM. In case of conflict, the Bank's decision will be binding on all BRLMs. The fee quoted by the Bidder should be exclusive of GST but inclusive of all other taxes, duties, out of pocket expenses, etc. The GST should be indicated separately while raising the bills for payment of fee. All bills are to be raised in INR and will be payable in INR.
- ii. The Bank shall, in addition to the Fee pay a customary selling commission or brokerage in respect of the offered Equity Shares allotted to Retail, Non- Institutional Buyers and any reserved investor category, the quantum of such brokerage shall be decided by the Bank in consultation with the BRLMs, and shall be paid by the Bank to the members of the Syndicate, Self-Certified Syndicate Banks ("SCSB"), Registrars to the Offering and Share Transfer Agents and Depository Participants registered with SEBI (in terms of SEBI circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015) on the allotments made against the procurement made by each of them in the retail, NIBs and any reserved investor categories (to the extent applicable) on the basis of the data made available by the Registrar to the Offering.
- iii. The Bank, in consultation with the BRLMs, may pay an additional commission to the syndicate members and SCSBs and Share Transfer Agents and Depositors' Participants registered with SEBI, the amount and structure of which will be described in a syndicate agreement to be entered prior to the opening of the Offering and such commission will be paid by the Bank.

- iv. The per Form processing fee, if any, payable to SCSBs, Registrars to the Offering and Share Transfer Agents and Depository Participants registered with SEBI, with respect to the applications supported by blocked amount bids, as disclosed in the Red Herring Prospectus, will be paid by the Bank directly to the said relevant intermediaries.
- v. Bidding charges per valid application by the syndicate members, Registrar to the Offering, Share Transfer Agents and depository participants shall be payable by the Bank. The Bidding Charges payable will be determined on the basis of the bidding terminal ID as captured in the bid book of the BSE and the NSE.
- vi. The selling commission and brokerage to be paid to trading members registered with the NSE and/or BSE, pursuant to their procurement in the e- FPO process (i.e. submission of bids in electronic form through the nationwide broker network of stock exchanges), shall be paid by the Bank to the Stock Exchanges prior to listing.
- vii. Details of the commission and processing fees payable to the various intermediaries shall be disclosed in the Red Herring Prospectus and the Bank shall be responsible for payment of such commission and processing fees within such timelines.
- viii. In case of FPO, the cost* of upto 12 road shows (including 6 international roadshows) will be borne by the BRLMs and beyond that the cost of air travel tickets of personnel of the BRLMs for such road shows, will be borne by the Bank.

*Expenses pertaining to travel and accommodation of Bank officials in respect of the road shows shall be borne by the Bank. Advertising agency cost will be borne by the Bank.
- ix. Changes, if any, in the regulatory framework on payment of fees and commission to any third party will be discussed and mutually agreed upon between the Bank and the BRLMs, prior to launch of the Offering.

12. EARNEST MONEY DEPOSIT (EMD)/BANK GUARANTEE IN LIEU OF EMD:

- 12.1. Bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) in the form of Demand Draft / Pay Order from any Scheduled Commercial Bank, drawn in favor of "Indian Overseas Bank" for an amount of **Rs.6,00,000/-** (Indian Rupees Six Lakhs only) payable at Chennai.
- 12.2. In Lieu of EMD, Bank Guarantee can also be submitted from a Scheduled Commercial Bank (other than Indian Overseas Bank) as per **Annexure – 12**. The Bank Guarantee

should be valid for a minimum period of twelve months from the Last date for submission of offer with a claim period of further three months from the Last day of the validity of the Bank Guarantee.

12.3. Alternatively, bidders can also transfer the EMD in the following account number through NEFT/ RTGS/ IMPS/ UPI etc.

A/c. No. : 010902000002000
IFSC : IOBA0000109
A/C Name : Indian Overseas Bank
Branch : Cathedral Branch

(Proof of the transaction (printout) to be submitted along with the bid documents).

12.4. No interest shall be payable on EMD.

12.5. Bidders registered as MSEs are exempted from submitting EMD.

12.6. In the event of non-submission of EMD, the bid will be rejected without any further correspondence as non-responsive and the decision of the Bank in this regard will be final, conclusive and binding.

12.7. In case of unsuccessful bidder, EMD / Bank Guarantee will be discharged/returned without interest within fifteen days after the Bank enters into requisite agreement with the successful bidder. The EMD of the successful bidders will be refunded after completion of the assignment to the satisfaction of the Bank.

12.8. The EMD submitted by the Bidder will be forfeited;

- i. If the bidder withdraws the bid during the validity of the bid as specified in Para 24 of the RFP.
- ii. The bidder makes any statement or encloses any form which turns-out to be false, fake, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information and/or if the bidder violates any of the provisions of the terms and conditions of this RFP/tender specification.
- iii. If the Bidder violates any of the provisions of the terms and conditions of this RFP document/subsequent agreement executed between the parties.

13. SUBMISSION OF PROPOSAL

13.1. Bidders satisfying the terms and conditions specified in this RFP and ready to provide services as per the scope mentioned in Para 4 of the RFP may submit their technical and commercial bids along with the documents mentioned in the Checklist **(Annexure-20)**, on-line through Bank's e-tendering service provider website

<https://iobtenders.auctiontiger.net> on or before the timeline stipulated in Calendar of Events of the RFP.

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

14. SUBMISSION OF DOCUMENTS

14.1. In addition to uploading the documents in the e-tendering portal, Bidder should also submit the following documents in a sealed cover to the address mentioned below on or before schedule mentioned in the Calendar of Events:

- a) Account Payee Demand Draft/ Bank Guarantee towards EMD; and
- b) Pre-Bid Integrity Pact

14.2. The address for submission of offline documents mentioned above is as below:

**The Deputy General Manager,
Indian Overseas Bank,
Central Office,
763, Anna Salai,
Chennai – 600002.**

- 14.3. Bidders should be in possession of the acknowledgement issued by e-tendering system for submission of bids through e-tendering system and provide the same if asked by the Bank at the time of opening of Technical bids.
- 14.4. In case the above documents are not submitted on or before the scheduled timelines mentioned RFP, the bid will be rejected even if the same is uploaded in the Bank's e-tendering service provider website.
- 14.5. Bids received in any other mode other than the mode stipulated above, will not be accepted.
- 14.6. No proposal will be entertained after the stipulated time and date. The proposals received after the appointed time and date will be rejected.
- 14.7. In case the Bank extends the scheduled date of submission of the Proposal, the proposals shall be submitted within the extended date.
- 14.8. All rights and obligations of the Bank and the Bidders will remain the same.

15. BID OPENING PROCESS

- 15.1. The Bank will follow a two-packet bid opening process through e-tendering system.
- 15.2. **Technical Bid Opening Process:** The technical bids submitted in Bank's e-tendering website shall be opened in the presence of available authorized representatives of the bidders who chose to remain at the time of opening of the Bids either physically or through Video Conferencing (VC). The evaluation and short-listing criteria shall be based on the criteria set out in Technical Bid Evaluation Criteria of this RFP.

16. CLARIFICATION TO RFP AND PRE-BID QUERIES

- 16.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases seek clarification in writing in the same serial order of that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under **Annexure-13**.
- 16.2. All communications regarding points requiring clarifications and any doubts should be sent through e-mail at investor@jobnet.co.in by the prospective bidders on or before the last date for receiving pre-bid queries as specified in the Calendar of Events.
- 16.3. No oral or individual clarifications shall be entertained.

17. PRE-BID MEETING

- 17.1. A pre-bid meeting will be held on **24th February 2026** at **3:00 PM** through Virtual Mode hosted from Indian Overseas Bank, Central Office, 763, Anna Salai, Chennai. If the meeting date is declared as holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. The Bidders are expected to submit all their queries before the date mentioned in this RFP by e-mail (investor@jobnet.co.in). No oral or individual clarifications shall be entertained by the Bank.
- 17.2. Bidders who wish to participate in pre-bid meeting need to make a request along with their details of authorized representative for participation in Pre-bid meeting at investor@jobnet.co.in on or before **23rd February 2026** by **05:00 PM**.
- 17.3. Authorised representatives of interested bidders are expected to be present during the pre-bid meeting. In this connection Bank will allow a maximum of two representatives of each bidder to participate in the pre-bid meeting.

- 17.4. Bank will have liberty to invite its technical consultant or any out-side agency, wherever necessary to be present in the pre-bid meeting to reply to the technical queries of the bidders in the meeting.
- 17.5. The clarification of the Bank in response to the queries raised by the bidders during the pre-bid meeting shall be communicated to the bidders through the online e-procurement system (<https://iobtenders.auctiontiger.net/EPROC/>) and also in our Bank's website. No individual email communication shall be provided in this regard.
- 17.6. The clarification of the Bank in response to the queries raised by the bidders, and any other clarifications / amendments / corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.
- 17.7. Non receipt of reply / clarifications to the queries raised by any of the prospective bidders shall not be accepted as a valid reason for non-submission / delayed submission of bid. In addition, non-reply to any query may not be deemed that the version of the bidders as reflected in the query has been accepted by the Bank.

18. PRESENTATION BY THE BIDDERS

- 18.1. All bids shall be evaluated by an Evaluation Committee constituted/ to be constituted for this purpose by the Bank, based on the details submitted by the Bidder in the technical bid and the presentation made by them before the Evaluation committee of the Bank.
- 18.2. The Bidders meeting the Eligibility Criteria would be required to make a presentation (maximum of 20 minutes), before the committee at the Bank's venue selected by the Bank or through Video Conferencing (VC). Maximum two representatives of each Bidder would be allowed. The time schedule will be communicated through e-mail separately at the contact e-mail ID provided by the Bidders. Order of presentation will be decided by the Bank. 30 marks are assigned for Presentation. Presentation in hard copy/ soft copy should be shared with the Bank for its record.

19. MODIFICATION IN RFP DOCUMENT

- 19.1. At any time prior to the deadline for submission of bid, the Bank reserves the right to modify any part of this RFP document without providing any reason. Change(s), if any, will be made available to the bidders by way of corrigendum / addendum and shall be made available in Tender section of Bank's website – <https://www.iob.bank.in/> and <https://iobtenders.auctiontiger.net/EPROC/>. All such change(s) will automatically become part of this RFP and binding on all applicants. The Bank at its discretion may extend the deadline for submission of bids in order to allow prospective applicants a

reasonable time to take the modifications into account. Interested applicants are advised to regularly refer the Bank's website mentioned hereinabove.

20. MODIFICATION AND/OR WITHDRAWAL OF BIDS

- 20.1. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.
- 20.2. In case any Bidder makes any unsolicited communication in any manner, after Bid/Proposals have been opened, the Bid / Proposal submitted by the particular Bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.
- 20.3. Further, if the RFP has to be closed because of such rejection, and the RFP has to be re-tendered, then such Bidder, at the option of Bank, shall be disqualified and will not be allowed to bid in the re-tender process. In case of all disputes relating to the RFP and the matters arising and connected with the RFP, the Bidder shall make representation to Bank and the decision of Bank on any or all issues/ grievances raised by the Bidder shall be final, conclusive and binding and shall not be questioned or challenged by the disputing Bidder(s).
- 20.4. It is clarified that any condition put forth by the Bidders, non-conforming the Bid requirements shall not be entertained at all and such Bid shall be rejected forthwith. The decision of Bank in this regard shall be final, conclusive and binding and shall not be questioned/ challenged by the Bidders.
- 20.5. It may be noted by the Bidders that Bank at its sole discretion may temporarily or otherwise waive any minor informality or infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation.
- 20.6. Decision as to any arithmetical error manifest or otherwise in response to RFP shall be decided at the sole discretion of Bank and shall be binding on the Bidder. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned/ challenged by the Bidder.
- 20.7. Bank reserves the right to alter/re-issue /re-commence/cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Bank

shall not be bound to give any reasons or explain the rationale for its actions/decisions to annul or abandon or cancel the bid process. Bank further reserves the right to alter/re-issue/re-commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder(s) and shall not be questioned/ challenged by the Bidder.

20.8. Engagement/ selection of any bidder may be cancelled by the Bank at its discretion including, but not limited to, under any of the following circumstances:

- i. The selected Bidder commits a breach of any of the terms and conditions of the RFP/tender/contract.
- ii. The selected Bidder becomes insolvent or goes into liquidation voluntarily or any application has been filed against the selected bidder under the provisions of IBC, 2016 or otherwise.
- iii. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- iv. If the selected Bidder fails to execute/ complete the due performance of the assigned work in accordance with the agreed terms and conditions.
- v. In case Bank decides, due to any reasons whatsoever in its sole discretion, to call off, postpone, defer, cancel the issuance.

21. REJECTION OF BID

21.1. The bid is liable to be rejected, if

- i. It is not in conformity with the instructions mentioned in this document.
- ii. It is not properly/duly signed and duly sealed and submitted.
- iii. It is received after expiry of due date and time.
- iv. It is incomplete including non-furnishing of the required documents.
- v. It is evasive or contains incorrect information.
- vi. If there is canvassing of any kind.
- vii. In case of NIL or Negative bid.
- viii. The whole process of selection of BRLM(s) for the proposed issue by the Bank is strictly confidential. If at any stage of selection, any BRLM or any of its officials is/ are found to indulge in activities that compromises this confidentiality, necessary action, including legal proceedings, are liable to be initiated against such BRLM (s), besides summarily rejecting the candidature of the said BRLM, without giving any reasons thereof.
- ix. In case any bidder or any of its officials makes any unsolicited communication in any manner, during the whole bidding process of proposed issue, the proposal

submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.

- x. In case of all the disputes relating to the proposal arises, the BRLM shall make representation to the Bank and the decision of the Bank on any or all the points raised by the BRLM shall be final and binding on the BRLM.

22. DISQUALIFICATION

22.1. Any form of canvassing/lobbying/exercise of influence/cartelization etc. by the Bidder will result in disqualification of such Bidder.

22.2. In case, it is found during the course of the transaction or at any point of time, that one or more terms and conditions laid down in this request for proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet engaged, and if engaged then the engagement shall be terminated, by a communication in writing by the Bank to such bidder without the Bank being liable in any manner whatsoever. This action will be without prejudice to any right or remedy that may be available to the Bank under the bidding document or otherwise available under the law. In addition to this, Bank may also black-list such bidder and report it to the SEBI/Regulatory Authority. However, terminating the engagement, a show cause notice stating why its engagement should not be terminated would be issued giving it an opportunity to explain its position.

22.3. Further, during the tenure of engagement of the MB/BRLMs, in case Bank at any time considers that the services of MB/BRLMs are in any manner deficient and/or are not being performed to the satisfaction of the Bank in terms of scope of work as set out herein or in the engagement letter or in any agreement that may be executed with them in connection with the Transaction, Bank shall have the right to terminate the engagement of such MB/BRLM(s) without assigning any reason for the same.

23. RESERVATIONS OF RIGHTS BY THE BANK

23.1. The Bank reserves the right to do the following with respect to RFP:

- i. Reject any or all proposals received in response to the RFP without giving any reason whatsoever.
- ii. Reject the proposals received in response to the RFP containing any deviation.
- iii. Waive or change any formalities, irregularities or inconsistencies in the RFP. The Committee constituted by the Bank for the intents and purposes of this RFP shall be sole judge of the materiality for the purpose of waiver.
- iv. Extend the time for submission of proposal.

- v. Independently ascertain information from the Banks and other institutions/ companies to which the bidder has already extended services for similar assignment
- vi. Revoke/cancel the entire process including the selection, if done, at any time without further notice to the Bidder /selected Bidder.

24. VALIDITY OF THE BID

The bidder shall keep the bid valid upto **31.03.2026**. If there is any downward revision in fees / cost, the bidder shall pass on the same to the Bank.

25. OTHER INSTRUCTIONS

- 25.1. The personnel involved for executing the assignment should have been involved in a similar assignment earlier. However, the Bank reserves the right to accept / reject / substitute the key personnel allocated for the project by the Merchant Bankers/BRLMs.
- 25.2. The bidder selected for the assignment should adhere to the quality standards of applicable regulatory guidelines in this regard.
- 25.3. The bidder selected for the assignment should treat as confidential all data and information about the Bank and subsidiaries/ strategic investments/ Associate/ Joint Venture 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.
- 25.4. All bids and supporting documentation shall be submitted in English only.
- 25.5. 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.
- 25.6. It is hereby clarified that the Bid/ response to the RFP should be submitted strictly in the format provided in the RFP without making any changes/ alterations. Any change/ alteration made to the RFP document by the bidder 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 Bidder and the RFP document maintained by Bank, the RFP document maintained at the Bank, would be considered as authentic and binding on the Bidder.

25.7. It may be noted that in case of calling off of the transaction by the Bank at any time after initiation of the capital raising process by the Merchant Bankers/ BRLMs, no fee will be payable by the Bank to the BRLMs except reimbursement of statutory fees & taxes paid, if any, by the BRLMs on behalf of the Bank, subject to production of documentary evidence.

25.8. The BRLMs should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

26. OTHER TERMS & CONDITIONS

26.1. The Bidders are not allowed to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids.

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

26.3. The Bid document is not transferable. There will not be any type of outsourcing. The bidder should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

26.4. Bidding in consortium is not permitted.

26.5. No binding Legal relationship will exist between any of the Bidders and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

26.6. If any information provided by any Bidder is found and/or proved to be incorrect or misleading, such bid shall be rejected/ disqualified. Such bidder may also be blacklisted for all future issues by the Bank.

26.7. The Bidder shall bear all the costs associated with the preparation and submission of its bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

26.8. The Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the Bid document and the meaning and impact of that information.

26.9. Indian Overseas Bank 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 statements contained in this Document. The Bank 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.

- 26.10. At any time prior to the last date and time for submission of bids, the Bank may, for any reason, modify the bidding documents through amendments at the sole discretion of the Bank.
- 26.11. In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.
- 26.12. The BRLMs will avoid any conflicts of interest while discharging contractual obligations and disclose in advance any possible instance of conflict of interest to the Bank.

“Conflict of interest” for the above means Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any Officer of Procuring Entity (*Officers posted in Investor Relations Cell, Board Services Department, Balance Sheet Management Department, Information Technology Department, Law Department and Officers of the rank of Assistant General Manager and above who are members of Committees constituted for the Bidding process will be considered as “Officer” for the purpose of this clause*) who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain. There should be no conflict of interest at the time of participating in the bid process and in case, a conflict of interest arises while discharging the contractual obligations, the same should be disclosed to the Bank.

27. AWARD OF CONTRACT

- 27.1. The Bank shall consider the 'Selection of Merchant Bankers/BRLMs', whose offers have been found technically and commercially acceptable and evaluated as the most suitable by the Bank. The selected Merchant Bankers/BRLMs will have to enter into an Agreement with the Bank which would include all the services, terms and conditions of the services to be extended as detailed in the RFP and as may be prescribed by the Bank and other agreements Non disclosure agreement, Indemnity as prescribed by the Bank, other undertakings as required under Regulatory authorities and undertaking with regard to compliance of IT policy of the Bank and RBI guidelines as applicable to vendors, service providers of the Bank.

27.2. 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.

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

**The Chief Manager,
Indian Overseas Bank,
Investor Relations Cell,
Central Office,
763, Anna Salai,
Chennai 600002
E-mail: investor@jobnet.co.in**

28. PERFORMANCE OF THE CONTRACT

28.1. The Bidder shall agree to deliver and perform the services in accordance with the timelines specified by the Bank as well as Agreements to be executed in future.

28.2. The delivery of the services shall be irrespective of Public Holidays including Saturday / Sunday and other holidays.

28.3. The Bank shall reserve the right to terminate the contract in case the BRLMs fail to complete the work as per the specification and satisfaction of the Bank. Nevertheless, the cancellation / termination of the release order by the Bank shall be at the risk and responsibility of the Bidder.

28.4. Event of Default will be triggered:

- i. If the Bidder fails to deliver/ undertake any or all of the services within the time period(s) specified in the contract/work schedule/request, or any extension thereof granted by the Bank at its sole discretion,
- ii. If the Bidder fails to perform any other obligation(s) under the contract,
- iii. If the Bidder fails to fulfil the eligibility criteria as per Para 5 of the RFP, and
- iv. Bidder fails to comply with the regulatory/statutory obligations, guidelines and its license is cancelled during the validity of Agreement.

28.5. The Bank may terminate the contract in whole or in part without assigning any reasons, and without prejudice to any other remedy as may be available for breach of contract, by giving a seven (7) days' notice in writing.

28.6. In the above event, the Bank shall reserve the right to get the remaining services by another Bidder and the contracted bidder, who defaulted, is bound to make good

the additional expenditure that the bank may have to incur in executing the remaining part of the contract.

- 28.7. Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to earmark set-off or adjust any amounts due to Bank under any of the clauses of this agreement for delay, failure or non-performance of any condition, undertaking, and commitment or for breach of any terms of this agreement. This clause shall override all other clauses of this document and shall also survive the termination.
- 28.8. The monitoring of the day to day working of Merchant Bankers/ BRLMs will be done by the Investor Relations Cell, Indian Overseas Bank, Central Office, Anna Salai, Chennai.
- 28.9. Non- performance including delays by the Bidder shall attract a penalty as shown in Para No. 41 of this RFP.

29. TERMS OF PAYMENT

- 29.1. There shall be no advance payments.
- 29.2. Payment: 90% of the agreed professional fees will be paid on the receipt of the proceeds of the Issue, by the Bank.
- 29.3. Retention Money: 10% of the Professional Fees amount will be retained by the Bank as Retention Money and the amount retained shall be paid within 30 days of completion of all the formalities i.e. after filing of all post-issue related reports/documents, by the BRLMs.
- 29.4. No drop-dead fee will be payable to any of the BRLMs in case the Bank calls off the transaction.
- 29.5. All expenses relating to Domestic and International counsels appointed on behalf of BRLMs shall be borne by the BRLMs themselves.
- 29.6. While submitting the Commercial Proposal, the Merchant Banker shall ensure the following:
- i. All the costs associated with the assignment are included in the Commercial Proposal. No separate claims/bills relating to the remuneration for all the Personnel (in the field, office etc.), accommodation, air/transit fare, equipment, printing/typing of documents, surveys, technical investigations, out of pocket expenses etc. will be entertained. The fee structure indicated in the Commercial

Proposal shall be without any condition attached or subject to any assumption and shall be final and binding.

- ii. All payments shall be subject to deduction of taxes at source as per Applicable Laws.

30. ACCOUNTABILITY

30.1. The Merchant Bankers/BRLMs shall be accountable with respect to the following:

- i. Holding valid registration certificate throughout the duration of the Issue in accordance with the provisions of the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended from time to time;
- ii. All the responsibilities indicated in scope of work and any other activities that the BRLMs may have to perform in connection with the Issue (including conducting road shows/ investor meets/investor presentations);
- iii. All the other obligations required to be undertaken in accordance with the applicable provisions of the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (including undertaking necessary due diligence) and the terms and conditions of the Agreement(s) entered into with the BRLMs in connection with the Issue.
- iv. In case of violation of any of the above-mentioned terms and conditions, the Bank shall have the right to terminate the engagement of the defaulting Merchant Bankers/BRLMs in accordance with the terms and conditions of the transaction agreements entered into with the Merchant Bankers/BRLMs in connection with the Issue and take any other legal action or recourse as may be available to the Bank under the applicable laws.
- v. BRLM shall be fully liable to Indian Overseas Bank for all costs, risks and consequences arising therein.

31. SIGNING OF PRE-CONTRACT INTEGRITY PACT

31.1. The bidder shall submit the Pre-contract Integrity Pact as per **Annexure-14** duly signed by the authorized signatory along with the Technical Bid.

31.2. Pre-contract Integrity Pact (the Pact) is an agreement between the prospective bidders and the Bank committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Pre-contract Integrity Pact would entail disqualification of the bidders and

exclusion from future business dealings. The Pre-contract Integrity Pact begins when both parties have legally signed it. Pre-contract Integrity Pact with successful bidders will be valid till twelve months after the last payment made under the contract. Pre-contract Integrity Pact with the unsuccessful bidders will be valid six months after the contract is awarded to the successful bidder.

31.3. Adoption of Pre-contract Integrity pact:

- i. The Pact essentially envisages an agreement between the prospective bidders and the Bank committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- ii. Only those bidders, who commit themselves to the above Pact with the Bank, shall be considered eligible for participation in the bidding process.
- iii. The bidders shall submit signed Pact as per the **Annexure – 14**. Non-submission of the Pact as per time schedule prescribed by the Bank shall be relevant ground for bidders disqualification to participate in the bid process.
- iv. Foreign bidders to disclose the name and address of agents and representatives in India and Indian bidders to disclose their foreign principals or associates.
- v. The Pact in respect of this contract would be operative from the stage of invitation of the bids till the final completion of the contract. Any violation of the terms of Pre-contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings as per the existing provisions of General Financial Rules, 2017, Prevention of Corruption Act (PC Act), 1988 or other Financial Rules as may be applicable to the organization concerned.
- vi. The Pact submitted by the bidder during the bid submission will automatically form part of the contract agreement till the conclusion of the contract i.e. the final payment or duration of the contract whichever is later.
- vii. The Pact shall be signed by the person who is authorized to sign the bid.
- viii. The name and contact details of the Independent External Monitor (IEM) nominated by the Bank is as under:

Shri. Kashinath Behera, IAS (Retd.)

AC-39, Khwaabgaah Co-Operative Housing Society Ltd, 2nd Floor, Flat- no 2A, Street No- 43 & 48, Action Area-1A, New Town, Rajarhat, Kolkata- 700156

Mobile: 8617234530

Email id : beherakn54@yahoo.co.in

Shri. Prashanta Kumar Agrawal, IPS (Retd.)

H. N. 762, Sector 17, Faridabad, Haryana -121002

Mobile: 8054932121

Email id: agrawal.prashanta@gmail.com

(The above specified IEMs are not to be contacted for generic RFP related queries, instead such queries must be directed to contact details mentioned Calendar of events of RFP)

- a. IEM's task to review – independently and objectively whether, and to what extent the parties comply with the obligations under this pact.
- b. IEM shall not be subjected to inspections by the representatives of the parties and perform his functions neutrally and independently.
- c. Both the parties accept that the IEM has the right to access all the documents relating to the project / procurement including minutes of the meeting.

32. NON-DISCLOSURE AGREEMENT

32.1. By virtue of the RFP process and subsequent contract / agreement, as and when it is entered into between the Bank and the Bidder and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and it's customers. The bidder will enter into a Non-Disclosure Agreement with the Bank to maintain the secrecy of Bank's data as per the following:

- i. That bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that it's employees, agents and sub-contractors shall maintain confidentiality of the confidential information.
- ii. That the bidder will agree that it shall neither use nor reproduce for use in any way any confidential information of the Bank without consent of the Bank. Bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect it's own confidential information if similar importance. Without limitation of the foregoing, that bidder shall use reasonable efforts to advise the Bank immediately in the event that the 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 the contract / agreement to be entered into between the Bank and the Bidder and will reasonably cooperate in seeking injunctive relief against any such person.
- iii. That the bidder will strictly maintain the secrecy of Bank's data.

- iv. The selected Merchant Bankers/BRLMs shall be required to sign/execute a standard Non-Disclosure Agreement with the Bank as per **Annexure-15** of this document. Failure to sign the same would make their selection null and void.

33. INDEMNITY

- 33.1. The BRLMs shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
 - i. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the BRLMs;
 - ii. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the BRLMs;
- 33.2. Failure to make the allotment and placement diligently, accurately and in accordance with allotment criteria. The selected bidder shall indemnify the Bank with all the market price differentials, damages, costs, expenses which the Bank has to bear due to incidents of omission and commission of selected bidder, whether intentional or inadvertent.
- 33.3. Further, the BRLMs shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc.
- 33.4. All indemnities shall survive notwithstanding expiry or termination of the contract and BRLMs shall continue to be liable under the indemnities.
- 33.5. An indemnity bond, as per Bank's format, has to be submitted by the selected BRLMs.
- 33.6. The written demand by the BANK as to the loss/damages shall be final, conclusive and binding on the selected bidders(s) and the selected bidder(s) shall be liable to pay on demand without any contestation/demur the actual amount of such loss/damages caused to the Bank.

34. SUB- CONTRACTING

The selected BRLMs shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract. In case, any particular specialized service in the scope of consultancy requires subcontracting, only such activity, by providing such details to the Bank, can be subcontracted only with prior permission from the Bank in writing. However, any payment to such subcontract is to be paid by the BRLMs and the Bank will not pay any amount other than the fee agreed between the selected bidder and the Bank.

35. CONFIDENTIAL INFORMATION

35.1. Confidential Information is any and all proprietary information, Bank data, customer lists, customer information, account information and business information regarding business planning and operations of Bank or any other information or data whether such data is permanent or otherwise disclosed by the Bank. Confidential information does not include information that is or becomes available to the recipient prior to the party providing such information or is public information in accordance with the applicable laws. Software in human-readable form (e. g. source code) and the Bank's data values stored in computers will be considered confidential information whether or not marked as such.

35.2. As the selected BRLMs will have access to Bank specific information/ acquire business related knowledge, which is sensitive, confidential etc., the BRLMs are required to sign confidentiality (Non - Disclosure) agreement not to disclose or part with any information relating to the Bank or its customers, vendors etc. to any person (s) for any reason whatsoever. The selected BRLMs shall also undertake to keep confidential all confidential information (written or oral) even after the termination of the Contract concerning all facts of the business of the Bank, which has been obtained or understood during the course of the assignment.

36. GOVERNING LANGUAGE

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

37. GOVERNING LAW AND DISPUTES

37.1. The Bidder and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the contract in the following manner:

- i. The party raising a dispute shall address to the other party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- ii. The matter will be referred for negotiation between General Manager (BSMD), Head Office of the Bank and the Authorised Official of the bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

37.2. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of

negotiations. Arbitration shall be held in Chennai and conducted in accordance with the provisions of The Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The Sole Arbitrator may be appointed by mutual consensus of both the parties. However, in case of disagreement for appointment of Sole Arbitrator, the parties may approach the competent court of law for adjudication of the disputes between them.

37.3. The arbitrators shall hold their sittings at Chennai. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Chennai alone shall have the jurisdiction in respect of all matters connected with this Contract even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrators shall be shared equally by the Parties unless the award otherwise provides.

37.4. The bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of this Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

37.5. Applicable Law and Jurisdiction of court: The Contract with the selected BRLMs shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Chennai (with the exclusion of all other Courts).

38. NEGLIGENCE

In connection with the work or contravenes the provisions of General Terms, if the selected MBs/BRLMs firm/company neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to the Selected Bidder in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected MBs/BRLMs firm/company calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected MBs/BRLMs firm/company liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected MBs/ BRLMs firm/company.

39. TERMINATION FOR CONVENIENCE

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 as detailed above, the Bank shall also be entitled to terminate the Contract at any time for its convenience by giving seven (7) days' notice to the Bidder. It is hereby clarified that the termination for convenience shall be without any compensation to the MB/BRLMs 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 MB/BRLMs shall not be entitled to terminate the contract. Termination is subject to the discretion of the Bank.

40. CONTRACT PERIOD

The contract shall be for a period of 12 months from the date of signing of the agreement. With the mutual consent of selected MB/BRLM and Bank, this period can further be extended at the same cost.

41. PENALTY

The Bank may charge penalty for any delay in the execution of the Issue, due to reasons attributable to the BRLMs, subject to a maximum of 10% of the fee agreed. The decision of the Bank will be regarded as final and binding to all the participating BRLMs.

42. FORCE MAJEURE

42.1. The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond control of parties i.e. Force Majeure.

42.2. For the purpose of this clause, "Force Majeure" is herein defined as any cause, which is beyond the control of the parties involved as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

- i. Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics, pandemics and other government measures related to these special events and as applicable to banking industry,
- ii. Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- iii. Terrorist attacks, public unrest in work area,

42.3. In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the event of Force Majeure.

42.4. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

42.5. Notwithstanding above, the decision of the Bank to continue or cancel the contract shall be final and binding on the BRLM's firm/company.

43. PUBLICITY

The Bidder shall not advertise or publicly announce that he is undertaking work for Indian Overseas Bank without the written consent of Indian Overseas Bank. In case of non-compliance of this clause the Bidder will be debarred from participating in any future tender/ contract for a period of five years.

44. ADHERENCE TO THE SOCIAL MEDIA POLICY OF THE BANK

44.1. No MBs/BRLMs or its directors/ employees/ associates/ agents shall violate the Social Media Policy of the Bank.

44.2. The following acts on the part of MBs/BRLMs or its directors/ employees/ associates/ agents shall be construed as violation of Social Media Policy.

- i. Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the bank from time to time.
- ii. Any omission or commission which exposes the Bank to actual or potential monetary Loss or otherwise, reputation Loss on account of non-adherence of social media related systems and procedures.

45. COMPLIANCE WITH LAW

45.1 The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are 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 therefrom.

45.2 All the employees deployed by the bidder for the proposed scope of work must comply with Government's rules and regulations like Minimum Wages Act, Provident Fund, Labour Law, ESIC facility standard, SEBI, CVC / RBI guidelines.

45.3 This indemnification is only a remedy for the Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

45.4 The bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act, 2000, as amended from time to time, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its 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 therefrom.

45.5 The bidder 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 project 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 project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate 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 Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

46. VICARIOUS LIABILITY

- 46.1 The selected MB/BRLM is responsible for managing the activities of its personnel or the personnel of its franchisees and will be accountable for both. The selected BRLM shall be vicariously liable for any acts, deeds or things, done by their employees, agents etc., which are outside the scope of power vested or instructions issued by the Bank.
- 46.2 The selected Merchant Banker / BRLM shall be the principal employer of the employees, agents, engaged by the selected MB/BRLM and shall be vicariously liable for all the acts, deeds or things whether the same is within the scope of power or outside the scope of power, vested under this RFP.
- 46.3 No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, etc. by the selected Merchant Banker / BRLM, for any assignment under this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, etc. of the selected MB/BRLM shall be paid by the selected Merchant Banker / BRLM alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employee, agents etc.
- 46.4 The selected MBs/BRLMs firm/company shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against Loss or Liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected MBs/BRLMs firm/company's employees, agents, contractors, subcontractors, etc.

47. INSPECTION AND RIGHT TO AUDIT BY BANK, RBI AND ANY OTHER REGULATORY AUTHORITY(S)

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/ the Reserve Bank of India (RBI)/ any other regulatory authority (s) and also allow the Bank/ RBI/ any other regulatory authority(s), their auditors, officers for inspecting, examining and auditing Bidder's records, whenever required by Bank/ RBI/ any other regulatory authority(s). Bidder will cooperate with the RBI/any other regulatory authority (s)/Bank's internal or external auditor to ensure 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 /Bank/ other regulatory authority (s) and any agencies engaged by the Bank/ the RBI/ any other regulatory authority (s). Bidder shall also correct any practices which are found to be deficient if pointed out by the Bank/ RBI/ any other regulatory authority(s). The Bidder is aware that failure to provide the information called for within the stipulated time to the Bank/ RBI/ any other regulatory

authority(s) may result in RBI/other regulatory authority (s) 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/ any other regulatory authority(s) to take other actions against the Bidder.

48. LIMITATION OF LIABILITY

48.1 The MBs/BRLMs aggregate Liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such Liability (whether in contract, tort or otherwise), shall be at actual and Limited to the Total Contract Value.

48.2 MBs/BRLMs Liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of MBs/BRLMs, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited including all consequential damages.

Letter of Consent
(To be submitted on the Letter head of the Bidder)

To,
The Deputy General Manager,
Indian Overseas Bank
Central Office
763, Anna Salai, Chennai- 600002

Date:

Dear Sir/ Madam,

Sub: Request for Proposal – RFP. Ref. No: IOB/IRC/RFP/03/2025-26 dated 20th February 2026 Selection of Book Running Lead Managers (BRLMS)/Merchant Bankers for raising equity capital through Qualified Institutional Placement (QIP)/ Follow on Public Offer (FPO)/Other Permitted Modes

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 to get selected for providing our services as detailed in the above referred RFP.

We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical and Commercial Offer online through <https://iobtenders.auctiontiger.net/EPROC/>. The selection shall be binding on us and subject to the terms and conditions of the assignment.

Yours faithfully,

Date:

Place:

Signature and Stamp of the Bidder

Name of the authorized signatory:

Designation:

e-mail Address:

Telephone and Mobile No.:

DECLARATION W.R.T. DETAILS OF ISSUE (IPO/FPO/QIP etc)

(To be submitted on the Letter Head of the Bidder)

To,
The Deputy General Manager,
Indian Overseas Bank
Central Office
763, Anna Salai, Chennai- 600002

Date:

Dear Sir/ Madam,

Sub: Request for Proposal - RFP. Ref. No: IOB/IRC/RFP/03/2025-26 dated 20th February 2026 - Selection of Book Running Lead Managers (BRLMS)/Merchant Bankers for raising equity capital through Qualified Institutions Placement (QIP)/ Follow on Public Offer (FPO)/Other Permitted Modes

With reference to the captioned RFP, we confirm that our organization has handled at least 3 domestic equity issues having total issue size of Rs.5,000 Crore or more through IPO/FPO/QIP etc. during the last 5 years as on 30th June, 2025, out of which at least one issue shall be of BFSI sector for an amount of Rs.1,000 Crore and above.

The details of the Issues are as under:

Name of the Entity	Sector	Type of Issue (IPO/FPO/ QIP etc.)	Issue Size	Date of issue	Type of Issue	Amount mobilised (Rs. in Crore)

Note: Please furnish the details/copies of the respective Offer Documents (relevant pages), where the name of the Bidder is mentioned or extracts of the relevant print-outs of Prime Database/ Bloomberg.

Yours faithfully,

Date:
Place:

Signature and Stamp of the Bidder**Name of the authorized signatory:****Designation:****e-mail Address:****Telephone and Mobile No.:**

Declaration

(To be submitted on a Non-judicial stamp paper of Rs.100/-)

To,

The Deputy General Manager,

Central Office

Indian Overseas Bank

763, Anna Salai, Chennai- 600002

Dear Sir/ Madam,

Sub: Request for Proposal - RFP. Ref. No: IOB/IRC/RFP/03/2025-26 dated 20th February 2026 - Selection of Book Running Lead Managers (BRLMS)/Merchant Bankers for raising equity capital through Qualified Institutions Placement (QIP)/ Follow on Public Offer (FPO)/Other Permitted Modes

With reference to the captioned RFP, we certify the following:

No action has been initiated against our organization by SEBI/ CVC/ RBI or any other Govt./ Statutory Authorities with regard to any financial irregularities.

Yours faithfully,

Date:

Place:

Signature and Stamp of the Bidder

Name of the authorized signatory:

Designation:

e-mail Address:

Telephone and Mobile No.:

**Declaration w.r.t Order No. F.NO.6/18/2019-PPD dated 23rd July 2020 issued by
Government of India**

(To be submitted on a non-judicial stamp paper of Rs.200/-)

To,

The Deputy General Manager

Indian Overseas Bank
Central Office
763, Anna Salai,
Chennai- 600002

Dear Sir/ Madam,

Sub: Request For Proposal - Selection of Book Running Lead Managers (BRLMS)/Merchant Bankers for raising equity capital through Qualified Institutions Placement (QIP)/ Follow on Public Offer (FPO)/Other Permitted Modes

With reference to the captioned RFP, we certify that:

As per the Order No. F.NO.6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance, Government of India, Department of Expenditure, Public Procurement Department, our organization is not from a country which shares a land border with India.

OR

As per the Order No. F.NO.6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance, Government of India, Department of Expenditure, Public Procurement Department, our organization being from a country which shares a land border with India is registered with the Competent Authority, i.e., Registration Committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT) of Government of India. A copy of registration certificate is enclosed.

Yours faithfully,

Date:

Place:

Signature and Stamp of the Bidder

Name of the authorized signatory:

Designation:

e-mail Address:

Telephone and Mobile No.:

CERTIFICATION OF LOCAL CONTENT

To,
The Deputy General Manager,
Indian Overseas Bank
Central Office
763, Anna Salai, Chennai - 600002

Dear Sir,
I/ We hereby declare that

M/s meets the "Local Content" requirement for "Class-I/Class-II Local Supplier", as required by the Bank in these tender specifications.

"Class-I/Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum "local content" as prescribed for Class-I local supplier as per DPIIT vide OM P-45021/2/2017PP (BE-II) dated 16.09.2020 issued the Public Procurement (Preference to Make in India) Order 2017-revision.

The "local content" requirement to categorize a supplier as "Class-I Local Supplier" is minimum 50% and the "local content" requirement to categorize a supplier as "Class-II local supplier" is minimum 20%.

"Local content" means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Sign & Seal of

Statutory Auditor/ cost auditor of the company (in the case of companies) or Practicing Cost Accountant or Practicing Chartered Accountant (in respect of suppliers other than companies)

COMPLIANCE STATEMENT

(on letterhead of the bidder)

SUB: RFP for “Appointment of MBs as BRLMs”

Ref: Your RFP No. **Request for Proposal - RFP. Ref. No: IOB/IRC/RFP/03/2025-26 dated 20th February 2026**

1. Having examined Request for Proposal including all response templates, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the end to end service for the Bank in conformity with the said RFP and in accordance with our bid and the Schedule of Prices indicated in the Commercial Bid and made part of this bid.
2. If our Bid is accepted, we undertake to carry out the assignment as per laid down parameters.
3. We confirm that this bid/offer is valid till 31.03.2026.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract upon us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the Laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
6. We agree that the Bank is not bound to accept the Lowest or any Bid that the Bank may receive.
7. We have not been barred / blacklisted by any regulatory / statutory authority and we have required approval to be appointed as a BRLMs to provide the service to the Bank.
8. We shall observe confidentiality of all the information passed on to us in course of the Bidding process and shall not use the information for any other purpose than the current Bid.
9. We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this bid/offer in case the Bank is of the opinion that the required information is not provided or is provided in different format.
10. The Bidder represents and warrants that all necessary approvals, permissions and authorizations have been obtained to submit this response to the RFP.
11. We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

Date:

Signature with seal

Place:

Name :

Designation :

Format for declaration

(The following Declaration has to be submitted by the BRLMs along with Technical Bid. The original declaration to be executed on Non- Judicial Stamp Paper of Rs.200/-).

NAME OF THE ASSIGNMENT: Appointment of MBs / BRLMs for handling Capital issue of Indian Overseas Bank in terms of RFP No. **Request for Proposal - RFP. Ref. No: IOB/IRC/RFP/03/2025-26 dated 20th February 2026**

Declaration

- i) We, (Name of MB/BRLM) hereby declare that I/We have made myself / ourselves thoroughly conversant with market conditions regarding the capital Issue of Indian Overseas Bank to be opened for subscription during FY 2025-26 or any other date as may be decided, Structure of capital issue, Scope of assignment, firm commitment amount, etc.
- ii) My / Our quotation is in total conformity with the Tender stipulation, and I/We do not have any additional technical or commercial conditions. The quotation given by us for mobilization of entire issue size and not for partial amount.
- iii) We, (Name of MB/BRLM) undertake to arrange Rs._____ crore (Rupees ___ Crore) as per the terms of the RFP document, on best effort basis.
- iv) We, (Name of MB/BRLM) undertake not to form any cartels which may curtail the competition and hinder transparency of the entire process.
- v) We, (Name of MB/BRLM) accept all your terms and conditions mentioned in this RFP document.
- vi) We, (Name of MB/BRLM) confirm that the details furnished by us in the tender documents in response to RFP are true and complete and are as per the original documents.
- vii) We, (Name of MB/BRLM) undertake to produce the original documents for verification / Records before appointment in case short-Listed.
- viii) We, (Name of MB/BRLM) hereby declare that we have complied with / agrees to comply with all the statutory formalities / guidelines / regulations / circulars/code of conduct/obligations and responsibilities etc., issued by the Securities and Exchange Board of India (hereinafter referred to as "SEBI"), SEBI (BRLMs) Regulations, 1992, SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018 and Companies Act 2013, read with relevant rules and other relevant statutory provisions applicable to this QIP.
- ix) We, (Name of MB/BRLM) understand that nothing in this Agreement shall exempt the Bidder, its functionaries or other intermediaries associated with the issue from responsibilities/ obligations to be complied with in connection with the existing Acts/ Laws etc. or as may be placed on them at future date by any Law/ Acts/ Rules/

Regulations/ Guidelines/ Directives/ Instructions by any competent authorities with the due sanction of Government and/or statutory body from time to time.

- x) We, (Name of MB/BRLM) understand that the Indian Overseas Bank has the sole right to decide to extend or close the QIP/FPO/Rights issue/Private Placement/Preferential Allotment after completion of initial duration of the capital issues through the above modes and the BRLMs (s) / Arranger(s) cannot insist Indian Overseas Bank for extension of the capital issue in case the targeted amount committed are not mobilized (as per clause ____ and ____ of the RFP document).
- xi) We, (Name of MB/BRLM) solemnly undertake and declare that:
- a) All information, documents, statements produced for any purpose related to the issue/offer document, (would be) are authentic & duly signed by the responsible authorized officer on the Company's letterhead or under the seal of the Company.
 - b) Aforementioned information/ document/ statement are complete in all respects; authentic, duly substantiated by facts on record, true and correct and the (Name of MB/BRLM) will be solely and fully responsible for such information so provided.
 - c) Under no circumstances (Name of MB/BRLM) would give or withhold any information or statement or document that is likely to mislead Indian Overseas Bank.
 - d) We, (Name of MB/BRLM) accept full responsibility for consequences, if any, for making a false statement, providing misleading information or withholding, concealing material facts which have a bearing on the issue.
- xii) Consequence of Breach:
(Name of MB/ BRLMs) Indemnifies and hold harmless, Indian Overseas Bank and its officers from any claims, actions, proceedings, demands, liabilities, penalties, damages, judgments, losses and cost including fees and expenses arising out of or in connection with or in relation to the services rendered by the BRLMs/Arranger under this Agreement and shall reimburse Indian Overseas Bank in connection with any litigation arising out of, in relation to the Issue of Capital, which may arise due to the negligence, mis-statement, Ignorance, breach of terms of this Agreement by the BRLMs / Arranger.

Witness:

For BRLMs

Signature:

Name:

Authorised Signatory

Date:

(Name, Designation and Seal)

Place:

PROPOSAL FORM

(To be submitted on the Letter Head of the Bidder)

Date:

To,

The Deputy General Manager

Indian Overseas Bank

Central Office

763, Anna Salai,

Chennai- 600002

Dear Sir/ Madam,

Request For Proposal - Selection of Book Running Lead Managers (BRLMS)/ Merchant Bankers for raising equity capital through Qualified Institutional Placement (QIP)/ Follow on Public Offer (FPO)/Other Permitted Modes.

Having examined the RFP Document, we the undersigned, agree to offer our services for raising equity capital through Qualified Institutions Placement (QIP)/Follow on Public Offer (FPO)/Other Permitted Modes in conformity with the requirements mentioned in the said RFP document.

We undertake, if our bid/Proposal is accepted, to carry out the work as per the Scope of Work and in accordance with the time frames specified in the RFP document.

We confirm that the information submitted by us in our Bid/Proposal is true and correct. We agree to abide by the Bid/ Proposal.

We declare that we have not made any alterations/changes whatsoever in the RFP terms and conditions 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 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 shall ensure compliance of CVC guidelines issued or to be issued from time to time.

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 response to the RFP Document and that Bank will not defray any expenses incurred by us in proposal.

We undertake not to form any cartel which may curtail the competition and hinder transparency of the entire process.

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.

Yours faithfully,

Date:

Place:

Signature and Stamp of the Bidder

Name of the authorized signatory:

Designation:

e-mail Address:

Telephone and Mobile No.

TECHNICAL BID – INFORMATION

(To be submitted on the Letter Head of the Bidder along with the documents mentioned in Annexure 20)

Request For Proposal - Selection of Book Running Lead Managers (BRLMS)/ Merchant Bankers for raising equity capital through Qualified Institutional Placement (QIP)/Follow on Public Offer (FPO)/Other Permitted Modes

Name of the Bidder	
Address of Registered Office	
Country of Incorporation	
Telephone/ Mobile and Fax number	
Name and designation of the person authorized to submit the Proposal	
Date of incorporation of the Bidder	
E-mail address	
Presence/ locations of Offices in India/Other Countries	
References of few clients	Name- Address- Designation- Contact Phone Numbers- E-mail id:

We herewith attach the documents as per the checklist provided in **Annexure 20**.

Yours faithfully,

Date:
Place:

Signature and Stamp of the Bidder

Name of the authorized signatory:

Designation:

e-mail Address:

Telephone and Mobile No.:

(To be submitted on the Letter Head of the Bidder)

Details of the Core Team and Distribution Network

Sr. No.	Name	Professional qualification	Designation	Experience [in number of years]	No. of Issues Handled [IPO/FPO/QIP, etc.]	Proposed role in the Team
1						
2						
3						

Please also provide Educational Certificates and Experience Certificates from past and present employers of Persons who will be the Core Team for the proposed assignment including CVs of all Key Professionals who would be entrusted with this assignment (if awarded by the Bank) and an undertaking regarding their availability for the duration specified in the RFP. Bidders may furnish additional details, if any.

S No	Domestic/ Foreign	Country name	Type of Office (Registered / Corporate / Representative/ Others)	Name of the Location (s)	Relevant Proof (Yes/No)
1	Domestic	India			
2					
3					
1	Foreign				
2					
3					

Proof of Address as detailed in S. No: 13 & 14 in the Checklist (**Annexure 20**) are attached herewith.

We affirm that the details submitted above are true and correct to the best of our knowledge and information and we also understand that if the information provided herein is found false at a later date, the contract may be cancelled without any payment at the discretion of the Bank.

Yours faithfully,

Date:
Place:

Signature and Stamp of the Bidder

Name of the authorized signatory:

Designation:

e-mail Address:

Telephone and Mobile No.:

Telephone and Mobile No.:

Covering letter format for Commercial Bid

[Note: This Covering letter should be on the Letter head of bidder and should be signed by an authorized Signatory with Name and seal of the company/firm]

Reference No:

Date:

To
The Deputy General Manager,
Indian Overseas Bank,
Central Office,
763, Anna Salai, Chennai 600002

Dear Sir,

SUB: RFP for 'Appointment of Merchant Bankers/BRLMs'

Ref: Your **RFP. Ref. No: IOB/IRC/RFP/03/2025-26 dated 20th February 2026**

We thank you for providing us an opportunity to participate in the subject RFP. Please find our Commercial offer/Bid as per **Annexure-11** of the subject RFP along with this covering Letter.

We also confirm that we are agreeable to the payment schedule mentioned in the subject RFP.

Date:

Signature with seal

Place:

Name :

Designation :

Commercial Bid Format

Quotation Title	Selection of Merchant Bankers as BRLM(s) for proposed capital issue by Indian Overseas Bank.
Quotation Ref. No.	
Name of Merchant Banker	
Contact person	
Contact number	
Single bid quote for QIP (in percentage)*	

***NOTE:**

Particulars (Commercial bid)	To be Quoted in
<p>Fee for acting as MBs/ Book Running Lead Managers to QIP.</p> <p>{Bid has to be quoted as an inclusive bid and Indian Overseas Bank shall not pay any expense other than those mentioned below. (Bids in slab format shall be liable to be rejected)}.</p> <p>a. Stock Exchange fees (For processing and in-principle approval for the Issue - Both Exchanges)</p> <p>b. Listing fees (both Stock Exchanges)</p> <p>c. Depository Fees- (Corporate Action, etc.)</p> <p>d. Any other regulatory fees.</p>	<p>Fee in percentage (%) of amount allotted out of the amount mobilized.</p> <p>(The fees to be quoted should be exclusive of applicable taxes).</p>

We undertake to deliver all the deliverables as per the RFP document.

Place:

Date:

Seal and signature of the MBs/BRLMs firm/company

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To,

The Deputy General Manager
Indian Overseas Bank
Central Office
763, Anna Salai, Chennai - 600002

In accordance with your RFP reference no. _____ dated
_____ M/s _____ constituted
under _____ (Name of the Act) having its registered office
at _____ (herein after Called
_____ wish to participate in the said bid.

An irrevocable Financial Bank Guarantee (issued by a nationalized/scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. ___ Rupees (in words _____) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s _____ having its registered office at _____ has undertaken in pursuance of their offer to Indian Overseas Bank (hereinafter called as the beneficiary) dated _____ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us _____ (Name of Bank) _____ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs /-___Rupees (in words_) valid up to_____.

We, the _____ (Name of Bank) _____ (Address of Bank) having our Head office at _____ therefore Guarantee and undertake to pay immediately on first written demand by Indian Overseas Bank, the amount Rs. _____ Rupees (in words___) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate

reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to_____. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from _____, on whose behalf guarantee is issued.

"Notwithstanding anything contained herein above our liability under this Bank guarantee shall not exceed Rs _____Rupees (in words_____).

This Bank guarantee shall be valid up to_____. We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand, on or before_____ hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original Bank guarantee is returned to us."

In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____Day of _____2026 at _____

SIGNATURE OF THE BANK

FORMAT FOR SENDING PRE-BID QUERIES

Sr. No.	Page No. of RFP	Clause No	Original RFP Clause	Bidder's Query
1				
2				
3				
4				
5				

INTEGRITY PACT

To,

The Deputy General Manager

Indian Overseas Bank,
Central Office,
763, Anna Salai,
Chennai- 600002

Sub: Request For Proposal - Selection of Book Running Lead Managers (BRLMS)/ Merchant Bankers for raising equity capital through Qualified Institutional Placement (QIP)/Follow on Public Offer (FPO)/Other Permitted Modes

Dear Sir,

I/We acknowledge that IOB is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the RFP document.

I/We agree that the RFP is an invitation to offer made on the condition that I/ We will sign the enclosed integrity Agreement, which is an integral part of RFP documents, failing which I/ We will stand disqualified from the Bidding process. I/ We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL.

AND ABSOLUTE ACCEPTANCE of this condition of the RFP.

I/ We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when bid is finally accepted by IOB.

I/ We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with the enclosed Integrity Agreement.

I/ We acknowledge that in the event of my/ our failure to sign and accept the Integrity Agreement, while submitting the bid, IOB shall have unqualified, absolute and unfettered right to disqualify the Bidder and reject the bid in accordance with terms and conditions of the Bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

Pre-Contract Integrity Pact

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this day of (month) 2026, between, on one hand, Indian Overseas Bank acting through of Indian Overseas Bank, a nationalized Bank and an undertaking of the Government of India constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, -1970 hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s _____, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the " BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to provide the services of Merchant Bankers/BRLMs for the capital raising process of the Bank through Qualified Institutional Placement (QIP)/Follow on Public Offer (FPO)/ other permitted modes for FY 2025-26 and the BIDDER/Seller is desirous of offering / has offered the Services and

WHEREAS the BIDDER is a private company (strike off the items which are not applicable) and is a Service Provider in respect of services constituted in accordance with the relevant law in the matter and the buyer is a Nationalized Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (RFP Ref No.: _____) hereinafter referred to as "RFP" and intends to award, under laid down organizational procedures the contract for the services of BRLMs/ Merchant Bankers for the capital raising process of the Bank for the FY 2025-26.

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

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

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

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

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

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

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

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

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

Article 1: Commitments Of The Buyer

- 1.1 The BUYER undertakes that no employee of the buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same- information and will not provide any such information to any particular BIDDER which could afford an undue and unfair advantage to that particular BIDDER in comparison to other BIDDERS. The BUYER will ensure to provide level playing field to all BIDDERS alike.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted breach(es) or breaches per se of the above commitments as well as any substantial suspicion of such a breach. The bidder(s)/Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.
- 1.5 The BUYER will exclude from the process all known prejudiced persons.

Article 2: Commitments of Bidders

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

- 2.1 The BIDDER will not, directly or through any other person or firm, offer, promise or give to any of the buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.2 The BIDDER will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing 'to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Bank.
- 2.4 The BIDDER of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidders(s)/Contractors(s). Further, as mentioned in the Guidelines all the payments made to Indian Agent/representative have to be in Indian rupees only.

- 2.5 The BIDDER who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2.6 The bidder(s)/Contractor(s) will when presenting their bid, disclose any and all payments made, is committed to or intends to make an agent, brokers or any other intermediaries in connection with the award of the contract.
- 2.7 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized / government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.8 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.9 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the-BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules

- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
- 2.15 The Bidder shall not pass any information provided by the buyer as part of business relationship to others and shall not commit any offence under PC/IPC.
- 2.16 The BIDDER undertakes that it has not supplied/ is not supplying same quantity with similar specification product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Tender notified by Ministry/Department of the Government of India or PSU or a Public Sector Bank and if it is found at any stage that same quantity with similar specification product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of Government of India or a PSU or a Public Sector Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

With regard to OEMs or manufacturers having proprietary rights against a PAC certificate, such bidders undertake that in case it supplies or quotes a lower rate to other government, public sector, or private organizations, it would reimburse the excess. If necessary, negotiations would be called for to get prices reduced.

The provisions of fall clause will however not apply to the following:

- (i) Sale of goods or services as original equipment prices lower than the price charged for normal replacement.
- (ii) Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

Article 3 - Equal Treatment Of All Bidders/Contractors/Subcontractors

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

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

3.3 In case of joint venture, all the partners are required to sign the integrity pact.

Article 4: Previous Transgression

- 4.1 The Bidders to disclose any transgressions with any other public/ government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason. If the bidder makes incorrect statement on the subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".
- 4.3 The imposition of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression. Buyer shall reserve the right to debar the- BIDDER from participating in future bidding processes of- the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 4.4 The Bidder/Contractor acknowledges and undertakes to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.
- 4.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.
- 4.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Article 5: Criminal Liability

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

Article 6: Compensation For Damages

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

Article 7: Sanction For Violations

- 7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required;-
- (i) To immediately call off the pre-contract negotiations/ proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.
 - (ii) The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
 - (v) To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.
 - (vi) To disqualify the bidders and exclude them from future business dealings as per the existing provision of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines as applicable.
 - (vii) To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.
 - (viii) In cases where irrevocable Letters of Credit have been received in respect of any-contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (ix) Action as per the procedure mentioned in the "Guidelines on Banning of business dealing" may be taken.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1 [i] to [ix] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988, GFR 2017 as amended from time to time or any other statute implemented for prevention of corruption or any other financial regulations.

7.3 The decision of the BUYER to the effect that a breach of the Provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact.

Article 8: Independent External Monitor

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

Shri. Kashinath Behera, IAS (Retd.) AC-39, Khwaabgaah Co-Operative Housing Society Ltd, 2nd Floor, Flat- no 2A, Street No- 43 & 48, Action Area-1A, New Town, Rajarhat, Kolkata- 700156 Ph: 8617234530 Email id : beherakn54@yahoo.co.in	Shri Prashanta Kumar Agrawal, IPS (Retd.) H. N. 762, Sector 17, Faridabad, Haryana-121002 Mobile: 8054932121 Email: agrawal.prashanta@gmail.com
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8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this Pact.

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

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

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

- 8.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor on report of complaints shall examine the complaints received and shall give their recommendations/view to the Chief Executive of the BUYER at the earliest. IEM may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious irregularities having a specific, verifiable vigilance angle, the matter shall be reported directly to the Vigilance Commission. IEMs shall tender their advice on complaint within 30 days.
- 8.9 The word 'Monitor' would include both singular and plural.
- 8.10 The Monitor Shall have access to all the documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents /records/information having National security implications and those document which have been classified as Secret/Top Secret are not to be disclosed.
- 8.11 The Monitor may also look into any issues specifically raised before them, relating to execution of contract after award of contract.
- 8.12 If the Monitor has reported to The designated Authority of BUYER, a substantiated suspicion of an offence under Indian Penal Code/Prevention of Corruption Act as the case may be, and the designated Authority of BUYER has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

Article 9: Dispute resolution:

- 9.1 In the event of any dispute between the and the contractor relating to those contracts where Integrity Pact is applicable, in case both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMS in a time bound manner. In case the dispute remains unresolved even after mediation by the panel of Monitors, the BUYER shall have the

right to take further action as per the terms and conditions of the contract. The fees/expenses for dispute resolution shall be equally shared by both parties.

- 9.2 The Monitor will submit a written report to the designated Authority of BUYER within 4 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Article 10: Law And Place Of Jurisdiction

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

Article 11: Other Legal Actions

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

Article 12: Validity

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

Article 13: Code Of Conduct

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

Article 14: Legal And Prior Rights

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

Article 15: Other Provisions

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

- 15.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/ Side agreements in this regard and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.
- 15.2 If the BIDDER is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution. In case of joint venture, all the partners are required to sign the integrity pact.
- 15.3 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 15.4 Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact", any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall be first referred to IEM, who, then after examination, referred to CVC through Vigilance Dept.
- 15.5 Issues like warranty/Guarantee etc. shall be outside the purview of IEM.
- 15.6 In the event of any contradiction between the Integrity Pact and its annexures, the clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity pact at Chennai on

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Indian Overseas Bank

Witness

Witness

1.

1.

2.

2.

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT MADE ON THIS THE DAY OF , 2026

BY AND BETWEEN

“**INDIAN OVERSEAS BANK**, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Central Office at 763, Anna Salai, Chennai – 600002, (hereinafter referred to as “**Bank**” or “**Party 1**” which expression shall unless it be repugnant to the subject thereof, include its successors and assigns)”

AND

[Please fill in Successful Bidders name] a company incorporated under the Companies Act, 2013 and having its registered office at **[Please fill in address]** (hereinafter referred to as “**Company**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives and permitted assigns) **OF THE OTHER PART**;

PARTY 1 and **COMPANY** shall hereinafter be referred to as such or collectively as “**Parties**” and individually as “**Party**”.

WHEREAS both the Parties herein wish to pursue discussions and negotiate with each other for the purpose of entering into **[Please fill in details of proposed transaction]** (“**Proposed Transaction**”);

AND WHEREAS the Parties contemplate that with respect to the Proposed Transaction, both the Parties may exchange certain information, material and documents relating to each other’s business, assets, financial condition, operations, plans and/or prospects of their businesses (hereinafter referred to as “**Confidential Information**”, more fully detailed in clause 1 herein below) that each Party regards as proprietary and confidential; and

AND WHEREAS, each Party wishes to review such Confidential Information of the other for the sole purpose of determining their mutual interest in engaging in the Proposed Transaction;

IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **"Confidential and or proprietary Information"** shall mean and include any information disclosed by one Party (Disclosing Party) to the other (Receiving Party) either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential information shall include, without limitation, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.
2. The Receiving Party shall refrain from disclosing, reproducing, summarising and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Proposed Transaction.
3. The Parties shall protect the confidentiality of each other's Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorised disclosure or use of the Confidential Information.
4. Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
5. Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.
6. The Receiving Party may disclose the Confidential Information only to the Receiving Party's employees and consultants on a need-to-know basis. The Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Receiving Party to enforce all the provisions of this Agreement.

7. Confidential Information, however, shall not include any information which the Receiving Party can show:

i) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or

ii) was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or

iii) was independently developed by the Receiving Party without making use of the Confidential Information; or

iv) has been approved for release or use (in either case without restriction) by written authorisation of the Disclosing Party.

8. In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; *provided however*, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.

9. Neither Party shall use the other's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.

10. Each Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the other Party irreparable injury for which it would have no adequate remedy at law and further agrees that the other Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.

11. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy

for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.

12. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity) regardless of whether a Party was advised of the possibility of the damage or loss asserted.

13. Both the Parties agree that by virtue of the Parties entering into this Agreement neither Party is obligated to disclose all or any of the Confidential Information to the other as stated in this Agreement. The Parties reserve the right to disclose only such information at its discretion and which it thinks, is necessary to disclose in relation to the Proposed Transaction.

14. Both the Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall continue to be effective till the Proposed Transaction is terminated by either Party by giving a seven (07) days notice, in case either Party foresees that the Proposed Transaction would not be achieved.

Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement for a further period of five year(s) from the date of expiration.

It being further clarified that notwithstanding anything contained herein, in case a binding agreement is executed between the Parties in furtherance of the Proposed Transaction, the terms and conditions of this Agreement shall become effective and form a part of that binding agreement and be co-terminus with such binding agreement and shall be in effect till the term of such binding agreement and shall after its expiry and or early termination shall continue to be in force in the following manner:

- i. years after the termination of the binding agreement
 - ii. years after the expiry of the binding agreement
- (whichever is earlier)

15. Each Party warrants that it has the authority to enter into this Agreement.

16. If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

17. This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

18. This Agreement is on a Principal to Principal basis and does not create any employer - employee relationship. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party."

19. All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator, in line with Para 37 of the RFP document.

The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Chennai, India. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

20. Additional oral agreements do not exist. All modifications and amendments to this Agreement must be made in writing.

21. The failure to exercise any right provided in this Agreement shall not be a waiver of prior, concurrent or subsequent rights unless made in writing and signed by the authorized representative of both Parties. This agreement and each party's obligation shall be binding on the representatives, assigns and successors of such Party.

22. This Agreement will be governed by and construed in accordance with the laws of India and statutory modifications thereof from time to time. Any or all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of Chennai.

23. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, courier service, registered email, postage or any other mode approved by the court of law addressed to the party to be notified at the below address as such party may designate upon reasonable notice to the other party:

Disclosing Party	Receiving Party
Representative name:	Representative name:
Address:	Address:
Email:	Email:
Phone number:	Phone number:

24. The Agreement and/or any rights “This Agreement shall not be assigned either fully or in part by the Receiving Party to any third party without the prior written consent of Bank. Bank may at any time, in whole or in part, assign or transfer any of its rights, benefits and obligations under this Agreement to any third party without the consent of Receiving Party.”

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT IN DUPLICATE BY AFFIXING THE SIGNATURE OF THE AUTHORISED REPRESENTATIVES AS OF THE DATE HEREIN ABOVE MENTIONED.

Party 1		[Please fill in successful bidder's name]	
Signature 1		Signature 1	
Name		Name	
Designations		Designations	
Place		Place	
Date		Date	
Signature 2		Signature 2	
Name		Name	
Designations		Designations	
Place Date		Place	
Date		Date	

DECLARATION FOR MSE BENEFITS

(To be submitted on the letter head of the bidder signed by Authorized Signatory)

To,
The Deputy General Manager
Indian Overseas Bank,
763, Anna Salai, Chennai – 600 002.

Sub: RFP No.....dated for appointment of Merchant Banker/BRLM for raising equity capital through Qualified Institutional Placement (QIP)/Follow on Public Offer (FPO)/ other permitted modes for FY 2025-26

Dear Sir,

This has reference to our bid submitted in response to your RFP REF. NO..... dated floated for the appointment of Merchant Banker/BRLM for raising equity capital through Qualified Institutional Placement (QIP)/ Follow on Public Offer (FPO)/ Other Permitted Modes

We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. of India guidelines, we are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

- a) Issue of Tender Documents to MSEs free of Cost
- b) Exemption on submission of bid security

In case, at any later stage, it is found or established that, the above undertaking is not true then the Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

For

Office Seal (Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Undertaking Letter regarding Validity of Documents and Information
(on company letterhead)

In respect of the bid submitted by us in response to the **RFP. Ref. No: IOB/IRC/RFP/03/2025-26 dated 20th February 2026** floated by Indian Overseas Bank for appointment of MBs / BRLMs, we hereby undertake that all documents and information provided by us in the bid are valid for at least till 31.03.2026.

Date:

Place:

Signature with seal

Name :

Designation :

Authorization Letter format

(To be presented by the authorized person at the time of Technical / Commercial Bid Opening on the Letter head of Bidder firm/Company and should be signed by an Authorized Signatory with Name and seal of the Company)

Ref no:

Date:

To
The Deputy General Manager,
Indian Overseas Bank,
Central Office,
763, Anna Salai, Chennai 600002

Dear Sir,

Sub: RFP for “Appointment of MBs/BRLMs”

Ref: Your RFP. Ref. No: IOB/IRC/RFP/03/2025-26 dated 20th February 2026

This has reference to your above RFP.

Mr./ Miss /Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on _____ on behalf of our Organization.

The specimen signature is attested below:

Specimen signature of representative

Signature of authorizing authority

Name & designation of authorizing authority

Note: This authorization letter is to be carried in person and shall not be placed inside any of the bid.

Authorization Letter format for signing the Bid Documents

(To be submitted on the Letter head of Bidder firm/Company and should be signed by the Whole-time Director/Company Secretary/Compliance Officer with Name and seal of the firm/Company)

Ref no:

Date:

To
The Deputy General Manager,
Indian Overseas Bank,
Central Office,
763, Anna Salai, Chennai 600002

Dear Sir,

Sub: RFP for “Appointment of MBs/BRLMs”

Ref: Your Request for Proposal - RFP. Ref. No: IOB/IRC/RFP/03/2025-26 dated 20th February 2026

This has reference to your above RFP.

Mr./ Miss /Mrs. _____ is hereby authorized to sign all the bid documents with respect to the above RFP on behalf of our Organization.

The specimen signature is attested below:

Specimen signature of representative

Signature

Name & designation of Whole-time Director/Company Secretary/Compliance Officer
with Name and seal of the firm/Company

Checklist of Documents to be submitted along with the Bid

Sr. No.	Particulars	Documents Required	Documents Submitted by the Bidder (please mark tick)	Documents verified by the Bank (for Bank's use)
1	RFP	All pages of RFP document duly signed and stamped by the Authorized Signatory.		
2	Certificate of Merchant Banker	Copy of valid certificate of Category-I Merchant Banker issued by SEBI duly Certified by Whole Time Director/ Company Secretary/Other Authorised Signatory of the Company/firm, duly authorised for the purpose.		
3	Constitutional Documents	Certificate of Incorporation, Copy of Articles and Memorandum of Association/ Partnership deed or Proprietorship Deed, as applicable. In case of Articles/ Memorandum of Association, the scope must indicate Merchant Banking services as business of the firm / company.		
4	GST and PAN Details	Certified Copy of GST and PAN Card		
5	Letter of Consent	As per Annexure-1		
6	Declaration(s)	As per Annexure- 2, 3 & 4		
7	Certification of Local Content	Certificate from Statutory Auditor/cost auditor of the		

		company (in the case of companies) or Practicing Cost Accountant or Practicing Chartered Accountant (in respect of suppliers other than companies) as per Annexure-5 .		
8	Compliance Statement	As per Annexure – 6		
9	Format for declaration	As per Annexure – 7		
10	Proposal Form	As per Annexure-8		
11	Technical Bid Information	As per Annexure-9		
12	Presence of the Bidder in India and Other Countries	As per Annexure – 9A		
13	Global Network and Distribution	Proof of Address [such as copy of GST of State or UT where Office(s) are located / Utility Bill / other relevant documents including Annual Reports/lease agreements etc.] And Details of the team working in the Office(s) And Proof of Address in foreign country, if applicable (Annual Reports etc. /lease agreements etc.)		
14	Experience of the Core Team proposed to be assigned for handling the Bank's Issue	Details of the Core Team as per Annexure-9A along with CVs i. Details of the core team that will be handling the proposed issue, their status in the organization, their background, qualification, experience and contact details.		

		<p>ii. Quality of deal team and its ability to handle the issues that arise during the transactions.</p> <p>Details of other professionals who would provide backup 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.</p>		
15	<p>Experience in handling Domestic Equity Capital Issues (IPO/FPO/QIP etc.)</p> <p>For the last 5 years as on 30th June, 2025</p>	<p>Details of the Issues as per Annexure-9B to be provided along with a copy of engagement letter/any such communication.</p>		
16	<p>Commercial Bid Covering letter</p>	<p>As per Annexure – 10</p>		
17	<p>Commercial Bid format</p>	<p>As per Annexure – 11</p>		
18	<p>Proof of Payment of EMD/ Bank Guarantee</p>	<p>Bank Guarantee (issued by a nationalized /scheduled commercial Bank except IOB) (if BG is submitted in lieu of EMD) as per Annexure-12.</p>		
19	<p>Format for Pre-Bid Queries</p>	<p>As per Annexure – 13</p>		

20	Actual funds mobilized (allotted) in BFSI Sector issues handled during the last five years prior to 30 th June, 2025	Invoices raised in respect of issues handled by the Bidder. With regard to mobilization of funds from overseas investors, suitable documents should be submitted to the satisfaction of the Bank.		
21	Pre-Contract Integrity Pact	As per Annexure-14		
22	Non-Disclosure Agreement	As per Annexure-15		
23	Format for MSE Exemption	As per Annexure-16 if applicable		
24	Undertaking Letter regarding Validity of Documents and Information	As per Annexure – 17		
25	Authorization Letter format	As per Annexure – 18		
26	Affidavit	Affidavit to prove that the bidder is not prohibited by any regulatory Authority nor blacklisted/ debarred by any PSU/ State or Central Govt., in accordance with eligibility criteria para no. 5 in the RFP document.		
27	Authorization Letter format for signing the Bid Documents	As per Annexure- 19		
28	Copy of duly ticked checklist	As per Annexure- 20		
29	Audited Accounts/Auditors' Certificate	Audited Accounts/Auditors' Certificate to prove net worth and profitability during the last three financial years.		