

**Expression of Interest (EOI)  
For  
Empanelment of Merchant Banker/ consulting  
firm/investment Banker for Onboarding  
Strategic Partner/Investor**

**(REF No: INTECH/EOI/2020-21/01:  
February 18, 2021)**

IDBI Intech Limited,  
IDBI Building, Plot No: 39-41,  
Sector 11, CBD Belapur,  
Navi Mumbai - 400614.  
Tel. No. 022- 61592306 / 39148047



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## DISCLAIMER

The information contained in this Expression of Interest (“EOI”) or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of IDBI Intech Limited (“Intech”), is provided to the bidder(s) on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.

This EOI document is not an agreement and is neither an offer. This EOI does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this EOI. IDBI Intech makes no representation or warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EOI. IDBI Intech may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI.

The information contained in the EOI document is selective and is subject to update, expansion, revision and amendment. IDBI Intech does not undertake to provide any Bidder with access to any additional information or to update the information in this EOI or to correct any inaccuracies therein, which may become apparent. IDBI Intech reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this EOI and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders. Any information contained in this document will be superseded by any later written information on the same subject made available/accessible to all recipients by IDBI Intech.

Information provided in this EOI is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IDBI Intech does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, IDBI Intech also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document.

IDBI Intech reserves the right to reject any or all the responses to EOIs / Bids received in response to this EOI at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of IDBI Intech shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.

Bids not satisfying the procedure prescribed in this EOI document will be treated as invalid and rejected summarily.

**It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidder queries etc., if any to EOI, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Intech’s website for any changes / development in relation to this EOI.**

### SCHEDULE OF EVENTS

<b>Name of the Company</b>	<b>IDBI Intech Limited</b>
<b>Reference No</b>	<b>Intech/EOI/2020-21/01</b>
<b>Date of issue</b>	<b>February -18, 2021</b>
<b>Last Date and Time for Submission of Pre-Bid Queries</b>	<b>February-24, 2021 up to 18:00 hours</b>
<b>Date and Time for Pre-Bid Meeting</b>	<b>February- 26, 2021 up to 15:00 hours</b>  In compliance with the recent direction by GOI and also internal circulars in the light of recent outbreak of Corona Virus, only one representative of the bidder will be permitted to attend the Pre-Bid Meeting. Replies to the queries will be published on Intech's website
<b>Last Date and Time for Submission of Bids</b>	<b>March- 10, 2021 up to 16:00 hours</b>
<b>Date and Time for Opening of Bids</b>	<b>March-10, 2021 at 16:30 hours</b>  In compliance with the recent direction by GOI and also internal circulars in the light of recent outbreak of Corona Virus, only one representative of the bidder will be permitted to attend the Bid- Opening Meeting. However, Bids will be opened even in the absence of any or all of the Bidder's representatives.
<b>Place of Pre-bid meeting/ Opening of Bids / address for Communication</b>	<b>IDBI Intech Limited, IDBI Bldg; Ground Floor, Plot No. 39-41 Sector Eleven, CBD Belapur, Navi Mumbai – 400 614. Tel.: 022 3914 8000</b>
<b>Contact Person Details:</b>	<b>Shri. Samik Bandyopadhyay- 022- 61592306 / 39148047 <a href="mailto:samik.b@idbiintech.com">samik.b@idbiintech.com</a>; <a href="mailto:ritesh.jain@idbiintech.com">ritesh.jain@idbiintech.com</a></b>

**Note:**

1. This tender document is the property of the Intech & is not transferable.
2. This bid document has **29** pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.
4. No queries will be entertained after the date and time mentioned in the schedule.

## SECTION – 1

### 1. Overview

1.1. IDBI Intech Limited ('Intech'), a company incorporated in March 2000, is a wholly owned subsidiary of IDBI Bank Ltd. We are a Next-gen Technology Company led by Young Energetic Millennial with Innovative Digital Mind-set, Integrating Disruptive Technologies to make "The Customer WIN". We harness Artificial Intelligence & Machine Learning for cognitive breakthrough innovations, joining the dots in the entire life cycle of digital customer experience & journey.

1.2. Intech is the IT backbone of IDBI Bank Ltd and its subsidiaries & associate companies and provides end-to-end IT services to IDBI Bank, its group companies, its ultimate parent company, LIC as well as other external clients in the BFSI sector. The services provided by Intech include Software Development, Customizations of IT Solutions, implementation of third-party software, management of Data Centre, Disaster Recovery (DR) and Near DR sites, IT Consultancy Services, Training & Certification and BPO Services.

1.3. Intech's core strength is its vast pool of human capital comprising of highly experienced and dedicated teams of technical and functional domain experts. As a total IT solutions provider, Intech has been catering to several external clients in BFSI sector with its innovative products and services developed by leveraging new and emerging technologies as well as by adoption of industry and international best practices. It offers customized products and services with an aim to render optimal and cost effective IT solutions and services which provide improved performance, operational efficiency and meets Compliance requirements.

1.4. The Registered Office of Intech is at CBD Belapur, Navi Mumbai.

1.5. For detail information about Intech is placed at its website: <http://www.idbiintech.com/>

### 2. PURPOSE OF EOI

2.1. The purpose of the EOI is to empanel the Merchant Banker/ consulting firm/investment Banker for onboarding Strategic Partner/Investor for Intech.

2.2. EOI does not confer any rights on or guarantee to the Vendors to necessarily receive assignments/jobs. The allocation of requirement /assignments/jobs will be at the sole discretion of the Intech .

2.3. IDBI Intech Ltd. also reserves the right to proceed for LRFP with eligible/Empanelled Bidders.

### 3. DUE DILIGENCE

3.1. The Bidder is expected to examine all instructions, forms, terms and conditions in this EOI and study the Bid Document carefully. Bid shall be deemed to have been submitted after careful study and examination of this EOI with full understanding of its implications.

3.2. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this EOI and wherever felt necessary obtain independent advice.

3.3. The Bid should be precise, complete and in the prescribed format as per the requirement of this EOI. Failure to furnish all information required by this EOI or submission of a Bid not responsive to this EOI in each and every respect shall be at the Bidder's own risk and may result in rejection of the Bid and for which the Intech shall not be held responsible.

3.4. Any decision taken by Intech as to completeness of the Bid and/or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be question / challenged by the Bidder(s).

#### 4. ELIGIBILITY CRITERIA

4.1. All eligibility requirements as mentioned in **Section-3 (Annexure-III)** should be fulfilled by the Bidders as applicable and relevant support documents should be submitted to prove the fulfillment of eligibility criteria failing which the Bids may be summarily rejected. The details of the support documents are also mentioned in section titled "Documents to be Submitted Along with the Bid".

**Note:** All eligibility requirements mentioned above should be complied by the Bidders as applicable and relevant support documents should be submitted for the fulfillment of eligibility criteria failing which the Bids may be summarily rejected. Non-compliance of any of the criteria can entail rejection of the bids. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Intech decides, originals / certified copies should be shown for verification purpose. The Intech reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the bids ab-initio.

#### 5. BID EVALUATION CRITERIA (BEC)

5.1. To meet Intech's requirements, as spelt out in this Bid Document, the selected/Empanelled vendors must have the requisite experience and expertise in on-boarding strategic partner/investor.

5.2. The Bidder shall submit their proposal strictly in accordance with the terms and conditions of the Bid Document. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Document, is liable for rejection. Any decision of IDBI Intech Ltd. in this regard shall be final, conclusive and binding on the Vendor and shall not be questioned / challenged by the Bidders.

5.3. The Bidders shall be short listed after the evaluation of their Eligibility compliance along with the submission of required supporting documents as mentioned in the EOI.

5.4. Intech reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders

of any such change. At any time during the process of Bid evaluation, Intech may seek specific clarifications from any or all Bidders.

## 6. GENERAL INSTRUCTIONS

- 6.1. The Bidder should submit all the relevant supporting documents as part of submission of Bids. All such documents should be signed by the Authorized Signatory, under their Stamp and Seal of the Bidder's organization. Each page should be stamped and initialed by authorized signatory.
- 6.2. If any information furnished by the Bidder is found to be incorrect at a later date, he shall be liable to be debarred from participating in any of the bidding process of the Intech. IDBI Intech Ltd. reserves the right to verify the particulars furnished by the applicant independently.
- 6.3. Bidders should submit all the relevant supporting documents as part of submission. All such documents should be sealed and signed by their Authorized Signatory.
- 6.4. Intech reserves the rights to include more Bidders provided the Bidder accepts all the terms of this EOI, provide relevant documents and qualify the eligibility criteria as specified in Annexure III.
- 6.5. Intech reserves the right to scrap the EOI at any time and at any stage of bidding process. without assigning any reason. Intech's decision in this regard shall be binding and final on all the prospective Bidders and all other parties connected with the bidding Process.
- 6.6. The response to the EOI should contain all the documents mentioned in Annexure I.
- 6.7. The Bid shall be duly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations.
- 6.8. The Bid shall contain the full name, address, telephone no.(mobile no and landline), E-mail ID and fax no. if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the Bid and also to enable the Bid to be returned unopened in case it is declared "Late".
- 6.9. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.
- 6.10. The Bid should be a complete document and should be bound as a volume. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the application. Any decision in this regard by Intech shall be final, conclusive and binding on the applicant.



6.11. The Bidder shall seal and mark the application accordingly.

## 7. EVALUATION AND COMPARISON OF BIDS

### 7.1. Preliminary check

7.1.1. Bids will be examined by the Committee to determine whether they are complete. A bid determined as not substantially responsive will be rejected. Intech may, at its discretion waive any minor non- conformity or irregularity in a bid which does not constitute any clause deviation.

7.1.2. After opening of the bids preliminary examinations will be done by checking the eligibility criteria compliance and related supporting documents.

7.1.3. Any effort on the part of bidder to influence bid evaluation process or empanelment process may result in the rejection of the bid.

7.1.4. Intech reserves the right to re-issue /re-commence/cancel the entire 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 Intech's action. Intech 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. Intech further reserves the right to re-issue /re-commence the Bid or circulate new EOI altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of Intech in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

## SECTION – 2

### 1. PROCEDURE FOR SUBMISSION OF BIDS

1.1. Response to the EOI should be submitted in a Sealed Envelope. The sealed envelope should be super-scribed as **“EOI for Empanelment of Merchant Banker/ consulting firm/investment Banker for Onboarding Strategic Partner/Investor”** and submitted on or before the last date of submission as mentioned in the Schedule of Events. If the response is sent through post / courier, the Bidder should ensure that the cover reaches us before the due date and time addressed to:

Kind Attention,  
Mr. Samik Bandyopadhyay  
IDBI Intech Ltd. IDBI Building  
Plot no. 39-41, Sector-11, CBD Belapur  
Navi Mumbai - 400614

### 2. DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

- 2.1. The following documents inter-alia has to be submitted by Bidders.
- 2.2. Unconditional Acceptance of Terms and Conditions as per Annexure-II.
- 2.3. Eligibility fulfillment (as per Annexure III) along with all documents evidencing the fulfillment of eligibility criteria.
- 2.4. Self-Declaration by Bidder-As per Annexure IV.
- 2.5. Bidders profile - As per Annexure V.
- 2.6. Current dated certified true copy of Board Resolution accompanied by POA. (POA as per format provided in EOI – Annexure-VI).
- 2.7. Signed Copy of EOI, Corrigendum’s, Intech’s Response to pre-bid queries, if any.
- 2.8. The above details are mandatory, without which the Bids are liable to be rejected. The list of documents in the bid should be strictly as per Annexure-I.

### 3. CLARIFICATION OF BID DOCUMENT

3.1. Any prospective Bidder requiring clarification of the Bid Document may notify Intech in writing at the mailing address indicated earlier. Intech will respond in writing, to any request for clarification of the Bid Document, received not later than the dates prescribed in Document Control Sheet. Intech’s response (including an explanation of the query but without identifying the source of inquiry) will be posted on Intech’s website, only.

3.2. It may be noted that notice regarding corrigenda, addenda, amendments, time-extensions, clarifications, response to bidders' queries etc., if any to EOI, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall have to regularly visit Intech's website to get them updated on any changes / development in relation to this EOI.

#### 4. LANGUAGE OF BIDS

4.1. The Bids prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and Intech, shall be written in the English language only.

#### 5. FORMAT AND SIGNING OF BID

5.1. The Bidder shall submit only one original set of the Bid.

5.2. The original shall be signed by the person or persons duly authorized to bind the Bidder to the Contract.

5.3. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.

5.4. The Bid should be a complete document and should be bound as a volume. The order of documents in the bid should be strictly as per the Annexure-I of this EOI.

5.5. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by Intech shall be final, conclusive and binding on the Bidder.

5.6. Each page should be stamped and initialed by authorized signatory.

5.7. The Bidders shall seal and mark the Bid accordingly.

5.8. If the outer cover of the Bid is not sealed and marked appropriately, Intech will assume no responsibility for the bid's misplacement or premature opening.

#### 6. LAST DATE FOR RECEIPT OF BIDS

6.1. Bids will be received by Intech on or before the date / time and at the address specified in the Document Control Sheet.

6.2. In the event of the specified date for the receipt of Bids being declared a holiday for Intech, the Bids will be received up to the appointed time on the immediate next working day.

## 7. LATE BIDS

7.1. Any bid received by Intech after the last date for receipt of bids prescribed by Intech, will be rejected and/or returned unopened to the Bidder. Any decision in this regard by Intech shall be final, conclusive and binding on the Bidder.

## 8. OPENING OF RESPONSES

8.1. Bid will be opened in the presence of Bidder's representatives (if present) at the date and time and address mentioned in the document control sheet. Intech reserves the right at any time to postpone or cancel the schedule for opening of bids.

## 9. MODIFICATION AND WITHDRAWAL OF BIDS

9.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by Intech's prior to the last date prescribed for submission of Bids and subsequently the Intech agrees to such request.

9.2. The Bidder should submit its modified Bid in wholesome as a replacement of its previous Bid.

9.3. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this document.

9.4. No Bid may be modified subsequent to the last date for receipt of Bids.

## 10. ADDRESS FOR CORRESPONDENCE

10.1. The Bidder shall designate the official mailing address, place and fax number to which all correspondence shall be sent by Intech.

## 11. CLARIFICATIONS

11.1. When deemed necessary, Intech may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted.

## 12. CONTACTING INTECH

12.1. No Bidder shall contact the Intech on any matter relating to its Bid after opening of the bids.

12.2. Any effort by a Bidder to influence Intech's Bid evaluation or Bid comparison process may result in the rejection of the Bid.

## 13. ARBITRATION

13.1. Without prejudice to the right of the Intech to terminate the EOI/Contract and pursue other remedies under EOI/Contract, if a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and

resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to sole Arbitrator appointed with the mutual consent of the Intech and the Consultant.

13.2. The arbitration proceedings shall be conducted in English and a written order shall be prepared. The venue of the Arbitration shall be Mumbai, Maharashtra. The Arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. 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.

13.3. 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. The decision of the Arbitrator shall be final and binding upon the Parties.

#### **14. GOVERNING LAW**

This Legal document executed between the Intech and Bidder shall be governed in accordance with the laws of India.

#### **15. JURISDICTION OF COURTS**

15.1. Subject to clause 13, The courts at Mumbai shall have exclusive jurisdiction to determine any proceeding in relation to this Contract. These provisions shall survive the Legal documents.

#### **16. LEGAL DOCUMENTS TO BE EXECUTED BY VENDORS**

16.1. Copy of Board Resolution along with Power of Attorney showing that the signatory has been duly authorized to sign on behalf of the Bidder/Company should be submitted.

16.2. The legal documents, if any, would be signed at Mumbai only within 15 days of receipt of notification.

16.3. Payment of stamp duty, if any, would be as per applicable laws in the State of Maharashtra.

16.4. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the legal documents, if any. Intech shall not be responsible or liable for reimbursing / compensating these costs and expenses.

**SECTION -3**

**1. DOCUMENTS TO BE SUBMITTED WITH BID (Annexure-I)**

(To be submitted on the Company's Letter Head)

Date:

Dear Sir,

**Reference: Expression of Interest (EOI) for Empanelment of Merchant Banker/ consulting firm/investment Banker for Onboarding Strategic Partner/Investor (REF No: INTECH/EOI/2020-21/01 : February-18, 2021)**

Sr. No.	Contents of Bid	Yes / No
1.	Unconditional Acceptance & Undertaking – Annexure II	
2.	Eligibility Criteria - Annexure III Accompanied by all the supporting documents.	
3.	Self-Declaration by Bidder - As per Annexure IV	
4.	Bidders profile - Annexure V	
5.	Affidavit cum Undertaking - Annexure - VIII	
6.	Current dated certified true copy of Board Resolution / letter of authority/consent letter as the case maybe authorizing the signatory to sign all documents in respect of EOI accompanied by Power of Attorney. (POA as per format – Annexure –VI provided in EOI).	
7.	Signed Copy of EOI, corrigendum, addendum, if any.	

Signature

Name:

Designation:

Mobile & Email id:

Company Seal:

Place:

Date:

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

**2. FORMAT FOR UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE EOI  
(Annexure II)**

(To be submitted on the Bidders Letter Head)

To

\_\_\_\_\_

IDBI Intech Ltd.

**IDBI Building**

IDBI Bldg; - Plot No. 39-41, Sector 11,  
CBD Belapur, Navi Mumbai – 400 614.

**Reference: Expression of Interest (EOI) to Empanelment of Merchant Banker/ consulting  
firm/investment Banker for Onboarding Strategic Partner/Investor  
(REF No: Intech/EOI/2020-21/01 : February-18, 2021)**

This is to confirm that we absolutely and unconditionally accept all the terms and conditions as mentioned in the said EOI/Bid Document floated by IDBI Intech Ltd. regarding EOI for Empanelment of Merchant Banker/ consulting firm/investment Banker for Onboarding Strategic Partner/Investor.

Sign

Name of the signatory

Designation

Company Seal

### 3. ELIGIBILITY CRITERIA (Annexure III)

(To be submitted on the Company's Letter Head)

**Reference: Expression of Interest (EOI) for Empanelment of Merchant Banker/ consulting firm/investment Banker for Onboarding Strategic Partner/Investor  
(REF No: INTECH/EOI/2020-21/01 : February-18, 2021)**

SR. No	CRITERIA	SUPPORTING DOCUMENTS	COMPLIANCE (Y/ N)
1	The bidder should be reputed Merchant Banker/Consulting firm/Investment Banker having experience of more than 5 years in providing advisory services for strategic transactions, private equity, valuation etc. The Bidder should have the capability to take up assignment on their own and not through any associates. Joint and collative Bids will not be accepted.	Relevant Document to be submitted	
2	The bidder should be successfully executed at least two dilution or disinvestment or Strategic transactions or private equity investment transactions in last 5 years	Relevant Documents to be submitted (PO/WO or Completion certificate)	
3.	The Bidder should not be disqualified / barred by any statutory body in India. The Bidders should give an undertaking that no action has been initiated against it by SEBI / Central Vigilance Commission / RBI or any other Government or statutory or regulatory agency with regard to any financial irregularities or otherwise	Self-declaration	
4.	The interested parties are required to furnish an Affidavit-cum-Undertaking regarding 'no conviction' and 'no conflict of interest'.	Format as Per Annexure VIII	
5.	Ownership and nature of entity (public, partnership, subsidiary etc.).	Relevant documents to be submitted	
6.	Income Tax returns for past three years	Relevant documents to be submitted	
7.	For MSME entities all guidelines issued by GOI in this respect will be eligible.	Copy of proof of document (A copy of NSIC/ MSME Registration Certificate to be	Yes/No

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.



SR. No	CRITERIA	SUPPORTING DOCUMENTS	COMPLIANCE (Y/ N)
		submitted).	
8.	Proof of address of registered office.	Bidder Profile as per Annexure-V along with its Supporting documents to be submitted such as Incorporation certificate and Business Commencement Certificate	
9	Parties to submit Non-Disclosure Agreement (NDA)	Format in Annexure IX	

Intech reserves the right to ask for additional / alternate documents from the Bidder. The entity meeting the eligibility criteria as laid out above will be taken forward to the next stage. Non - submission of any of the specified documents by the Bidder would result in rejection of bid. If any information provided by any Bidder is found and/or proved to be incorrect or misleading, such bid shall be rejected/disqualified.

Signature:

Name of the Authorized Person:

Designation:

Company Seal:

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

**4. SELF DECLARATIONS BY BIDDER (Annexure IV)**

(Self-Declaration to be submitted by Bidder on its Letter Head)

To

\_\_\_\_\_

IDBI Intech Ltd.

**IDBI Building**

IDBI Bldg; - Plot No. 39-41, Sector 11,  
CBD Belapur, Navi Mumbai – 400 614.

**Reference: Expression of Interest (EOI) for Empanelment of Merchant Banker/ consulting firm/investment Banker for Onboarding of Strategic Partner/Investor (REF No: INTECH/EOI/2020-21/01 : February-18, 2021)**

We, \_\_\_\_\_ (name and designation) on behalf of M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ have submitted a Bid proposal to IDBI Intech Ltd. for \_\_\_\_\_ in response to the Expression of Interest (EOI) dated \_\_\_\_\_ (DD/MM/YYYY) issued by IDBI Intech Ltd.

We have read and understood the aforesaid EOI and we hereby convey our absolute and unconditional acceptance to the aforesaid EOI.

We do not have any business relationship with Intech including its directors and officers which may result in any conflict of interest between us and Intech. We shall on occurrence of any such event immediately inform the concerned authorities of the same

Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector Units, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.

There is no vigilance and / or court cases' pending against us /company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.

We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to Intech.

If we selected as an Empanelled vendor, we shall not make any request for modifications in the prescribed formats of legal documents

We have provided with all necessary information and details as required by IDBI Intech Ltd. and shall provide with such additional information's may be required by IDBI Intech Ltd. from time to time.

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

It is further certified that we have not modified or deleted any text/matter in this EOI / Bid Document.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

(Authorized Signature)

(Company Seal)

Name: Shri \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign bids for and on behalf of: M/s \_\_\_\_\_

### 5. BIDDER'S PROFILE (Annexure V)

To,

\_\_\_\_\_

IDBI Intech Ltd.

**IDBI Building**

IDBI Bldg; - Plot No. 39-41, Sector 11,  
 CBD Belapur, Navi Mumbai – 400 614.

**Reference: Expression of Interest (EOI) for Empanelment of Merchant Banker/ consulting firm/investment Banker for onboarding Strategic Partner/Investor (REF No: INTECH/EOI/2020-21/01 : February-18, 2021)**

The applicant should provide their details in the format given below:

Sr. No	Particulars	Response
1	Name & Registered Office Address of the Bidder	
2	Type of organization & year of incorporation / Registration. (Copy of certificate of registration / incorporation to be submitted)	
3	PAN No (Copy of PAN card to be submitted)	
4	GST No (Copy of GST reg. to be submitted)	
5	Registered Office Address of the Bidder	
6	Correspondence address at Mumbai with contact person/s name/s, telephone number, mobile number etc.	
7	Contact person/s name/s, telephone number, mobile number etc. for the purpose of this EOI	
8	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the EOI.	

Signature:

Name of the Authorized Person: *(Authorized for this EOI)*

Designation:

Company Seal:

## 6. FORMAT OF POWER OF ATTORNEY (Annexure VI)

(On Stamp Paper of Rs. 500/-)

### POWER OF ATTORNEY

Know all men by these presents, we M/s \_\_\_\_\_, \_\_\_\_\_ (name of the Bidder and its address) do hereby appoint and authorize Shri \_\_\_\_\_ (full name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for \_\_\_\_\_, in response to the EOI (Expression of Interest) floated by IDBI Intech Ltd. (hereinafter referred to as INTECH), including signing and submission of all documents and providing information/responses to Intech in all matters in connection with our Bid.

We hereby agree, declare and undertake that all the acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done, performed and executed by us and we hereby agree to ratify and confirm all acts, deeds and things lawfully done by our said attorney pursuant to this irrevocable Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

For or on behalf of M/s \_\_\_\_\_

(Authorised Signatory)

(Name, Designation and Address)

Accepted

(Authorised Signatory)

(Name, Title and Address of the Attorney)

Date:

Witnesses:

1)	2)
(Name, Signature & Address)	(Name, Signature & Address)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**7. FORMAT OF PRE – BID QUERIES (Annexure VII)**

**To be submitted in excel file format only**

<b>Bidder Name :</b>				
<b>Contact Person :</b>				
<b>Contact no / email id:</b>				
<b>Reg.: EOI for Empanelment of Merchant Banker/ consulting firm/investment Banker for Onboarding Strategic Partner/Investor</b>				
<b>Ref no.: INTECH/EOI/ 2020-21/01</b>				
<b>S. No</b>	<b>EOI Ref Page no</b>	<b>EOI Clause no</b>	<b>Existing clause Details</b>	<b>Clarification Sought</b>
1				
2				
3				
4				
5				
6				

**8. AFFIDAVIT CUM UNDERTAKING (Annexure -VIII)**

(To be included in Bid Envelope)

Date: \_\_\_\_\_ (DD/MM/YYYY)

To

\_\_\_\_\_  
IDBI Intech Ltd.  
IDBI Building  
Plot no. 39-41, Sector-11 CBD Belapur,,  
Navi Mumbai – 400 614.

Dear Sir,

**Reference: EOI for Empanelment of Merchant Banker/ consulting firm/investment Banker  
for Onboarding Strategic Partner/Investor**

**(REF No: INTECH/EOI/2020-21/01 : February-18, 2020)**

We, the undersigned (“Bidder”) are submitting our bid in respect of the Request for Proposal No [●], Dated [●] (“Bid”) issued by IDBI Intech Limited, (“Intech”) in relation to [●] and in this connection we hereby solemnly affirm, declare and undertake as follows:

- i. Details of the Bidder as disclosed in Annexure-V enclosed herewith are true and correct as on date.
- ii. There has been no conviction by any court of law or indictment or adverse order by any statutory or regulatory authority for a Grave Offence against us or any of our Indian Sister Concern(s) or any of our promoters or directors or that of our Indian Sister Concern(s) during the last ten financial years.
- iii. No enquiry or investigations for any Grave Offence is pending against us or any of our Indian Sister Concern(s) or any of our or our Indian Sister Concern’s directors, managers and/or other Senior Managerial Personnel by any regulatory authority and/or government agency.
- iv. The details of enquiry or investigations for non-Grave Offenses pending against us/our Indian Sister Concern(s)/ our or our Indian Sister Concern’s directors, managers and/or other Senior Managerial Personnel by any regulatory authority and/or government agency are disclosed in Annexure-IV enclosed herewith.
- v. There is no Conflict of Interest with respect to the Proposed Transaction as on date.
- vi. During the tenure of our engagement for the Proposed Transaction, we shall keep Intech informed, without delay, of any situations, circumstances, relationships, possible source or potential areas of Conflict of Interest and we shall not take up work in relation to any such assignment without obtaining prior approval of Intech and granting of such approval shall be the sole discretion of Intech and shall be binding on us.

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.

- vii. We ourselves and/or for/with or in association with or on behalf of or through any other entity, shall not take up any advisory or consulting assignment or render any services on a similar transaction or any other transaction, which could have a direct Conflict of Interest, in any manner or capacity to a Competitor of the Company during the term of our engagement in respect of the Proposed Transaction without prior written approval of Intech and granting of such approval shall be the sole discretion of Intech and shall be binding on us.
- viii. We have put in place a robust mechanism to resolve any Conflict of Interest situations and circumstances that may arise or result while conducting our business or rendering of services and where-so-ever any Conflict of Interest or potential for Conflict of Interest may arise, we shall take reasonable steps to resolve the same forthwith in a fair and equitable manner. During the term of our engagement we shall ensure to and continue to exercise adequate due diligence for identifying and removing any areas, source, situations and circumstances of conflict and mitigating the effects of such conflicts to the satisfaction of Intech, in case any such Conflict of interest (or apparent conflict of interest) arises or results in relation to the Proposed Transaction.
- ix. We have laid down an internal code of conduct for governing our internal procedures and operations and have prescribed the standards of appropriate conduct for our employees and officers for carrying out their duties and responsibilities with a view to appropriately ensuring proper maintenance of professional excellence and standards with integrity, confidentiality, objectivity and have made provisions for identification, avoidance and resolution of conflict of interests and for disclosure of shareholdings and interests, etc., in terms of applicable laws.
- x. We understand that:
- i. In cases where existing Conflict of Interest (or apparent conflict of interest) is disclosed by us, Intech would be entitled to initiate appropriate actions to eliminate or address or mitigate or neutralize the conflict through restricting or modifying the work to be performed by us in respect of the Proposed Transaction. Intech may also terminate our engagement for the Proposed Transaction, in whole or in part, if such termination is absolutely necessary in the view of Intech to avoid the appearance of a Conflict of Interest situation.
- ii. Intech would be entitled to terminate our appointment, if any, if the affirmation/declaration/undertaking given by us is found to be false or misleading in any manner or not adhered or fulfilled or complied by us.
- iii. If at any time after our appointment as an Advisor, either we or any of our Indian Sister Concerns or the respective promoters/directors, is convicted by a court of law in India or any indictment/adverse order is passed by a regulatory authority in India for a Grave Offence, we shall stand disqualified from continuing as Advisor to Intech and shall be bound to inform them without any delay and shall voluntarily withdraw from the Proposed Transaction, failing which Intech may terminate our appointment after giving an opportunity of being heard.

Signature:

Name of the Authorised Person:

Designation:

Company Seal

Signature of Vendor Representative  
Duly authorized to sign  
for and on behalf of the company.



## 9. NON-DISCLOSURE AGREEMENT (Annexure – IX)

(To be submitted by the Successful Bidder on stamp paper of Rs.100/-)

This Non-Disclosure Agreement entered into at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Twenty One

### Between

IDBI INTECH LIMITED, a company registered under the Companies Act, 1956 and having its registered office at IDBI Building Plot No. 39-41, Sector 11, CBD Belapur, Navi Mumbai in the State of Maharashtra (Hereinafter referred as "IDBI Intech or "Intech ", which expression shall unless repugnant to the meaning or context hereof include its successors and assigns) of the **ONE PART**  
**AND**

M/s \_\_\_\_\_ (Name of Vendor) of \_\_\_\_\_ (Please specify the registered office of the Vendor) (Hereinafter called "the Consultant" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assignees) of the **OTHER PART**;

**WHEREAS**, IDBI Intech Ltd. floated Expression of Interest (EOI) calling for Empanelment of Merchant Banker/ consulting firm/investment Banker for Strategic Partner/Investor. M/s \_\_\_\_\_ (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Vendor and provide the services as Merchant Banker/ consulting firm/investment Banker for on-boarding Strategic Partner /Investor has submitted its bid hereafter referred to as the "Services".

**WHEREAS**, the Consultant is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the vendor in their EOI or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to IDBI Intech Ltd.

**NOW THEREFORE**, in consideration of the foregoing, the vendor agrees to all of the following conditions, for IDBI Intech Ltd. to grant the vendor specific access to IDBI Intech's property/information and other data.

In connection with this Agreement,

1. "Information provided under this EOI and subsequent LRFP (if the Consultant is selected) is confidential and neither Party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any Confidential Information that the Other Party may acquire during the course of such association or otherwise concerning the Other Party's business, property, contracts, trade secrets, clients or affairs.
2. "Confidential Information" means any and all information that is or has been received by the "Receiving Party" from the "Disclosing Party" and that:
  - a) Relates to the Disclosing Party; and

Signature of Vendor Representative  
 Duly authorized to sign  
 for and on behalf of the company.

- b) Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential; or
  - c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
  - d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Intech with the Successful Bidder/Consultant.
3. “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
4. Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Intech’s data including but not limited to the Intech’s customers or Intech’s employees’ personal data or such other information as the Intech is required to maintain secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
5. Nothing contained in this clause shall limit Consultant from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Consultant shall at no point use the Intech’s confidential information or Intellectual property.
6. The Parties will, at all times, maintain confidentiality regarding the contents of this EOI/RFP and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.
7. The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agree to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.
8. If the Consultant hires another person, with the prior written permission of the Intech to assist it in the performance of its obligations under this EOI/RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this EOI/RFP and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Consultant is bound to maintain the confidentiality.
9. The Consultant shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Intech

- i. Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees etc. who need to know the same for the purposes of services provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees is in accordance with the terms and conditions and requirements of this EOI and subsequent LRFP or
  - ii. Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Intech or its customers or their projects.
10. In maintaining confidentiality here under the Consultant on receiving the Confidential Information and materials agrees and warrants that it shall:
  - i. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
  - ii. Keep the Confidential Information and Confidential Materials and any copies there of secure and in such a way so as to prevent unauthorized access by any third party
  - iii. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information and materials in the manner prescribed in this document.
  - iv. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Intech of such disclosure in writing and immediately return other Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
11. The Consultant who receives the Confidential Information and materials agrees that on receipt of a written demand from the Disclosing Party;
  - i) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in the Receiving Party's possession or under its custody and control
  - ii) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers
  - iii) To the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
  - iv) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control

v) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/ her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with

vi) The rights in and to the data/ information residing at the Intech's premises, including at the Disaster Recovery Centre even in the event of disputes shall at all times solely vest with the Intech.

12. This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

i. Was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;

ii. Is known to the receiving party at the time of receiving such information as evidenced by documentation then right-fully in the possession of the receiving party;

iii. Is furnished by others to the receiving party without restriction of disclosure;

iv. Is there after rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;

v. Has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Consultant shall promptly notify the Intech of such requirement with a view to providing the Intech an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

vi. Was independently developed by the receiving party without the help of the Confidential Information

vii. On termination of the EOI and subsequent agreement, each Party must immediately return to the other Party or delete or destroy all Confidential Information of the other Party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and documentation that has been provided to the Intech which is contemplated for continued realization of the benefit of the services. Notwithstanding the foregoing, Consultant may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Intech's data including but not limited to Intech's customers or Intech employees' personal data or such other information as Intech is required to maintain secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

viii. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Intech and its disclosure under the contract shall not confer on the Consultant any rights whatsoever beyond those contained in the contract.

- ix. Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as “Material Breach” for the purpose of the contract.
- x. The confidentiality obligations shall survive the expiry or termination of the agreement between the Consultant and the Intech.
- xi. The Intech shall use the deliverables only for internal use as per the agreement. Disclosure to third parties shall be after removing consultant’s reference, except when the information is required for submission to statutory / regulatory authorities or its promoters.
- xii. Treat Confidential Information as confidential for a period of Three (3) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

The provisions hereunder shall survive termination of the Contract.

Sign \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Company Seal \_\_\_\_\_  
 Place: \_\_\_\_\_  
 Date: \_\_\_\_\_

Accepted (IDBI Intech Ltd.)

Sign \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Company Seal \_\_\_\_\_  
 Place: \_\_\_\_\_  
 Date: \_\_\_\_\_

\*\*\*\*\* END OF BID DOCUMENT\*\*\*\*\*