

File No. 4/2/2020-DIPAM-II-A
GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF INVESTMENT & PUBLIC ASSET MANAGEMENT

Engagement of Transaction Advisor for Strategic Disinvestment and transfer of management control in IDBI Bank Limited – Request for Proposal

1. Request for Proposal (RFP)/Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in Critical Date Sheet as under.

CRITICAL DATE SHEET

Published Date	22 June 2021 (1530 Hrs)
Bid Document Download / Sale Start Date	22 June 2021 (1530 Hrs)
Online Clarification Start Date	22 June 2021 (1530 Hrs)
Online Clarification End Date	29 June 2021 (1500 Hrs)
Pre bid meeting	02 July 2021 (1500 Hrs)
Bid Submission Start Date	22 June 2021 (1530 Hrs)
Bid Submission End Date	13 July 2021 (1530 Hrs)
Bid Opening Date	14 July 2021 (1540 Hrs)

1.1 Bid Submission:

Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>

1.2 Bidders are advised to follow “Instructions To Bidders for Online Bid Submission” provided in **Annexure- I**.

1.3 Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

1.4 Not more than one bid shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other ‘relative’ or ‘related parties’, as the case may be, as defined under the Companies Act 2013 close relations, who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) would be allowed to bid for the same contract as separate competitors. A breach of this condition will render the bids of both parties liable to rejection.

1.5 Bidder who has downloaded the bid from Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the bid form including

downloaded price bid template in any manner. In case if the same is found to be tampered /modified in any manner, bid will be completely rejected, EMD/ non-returnable Fee would be forfeited and bidder would be liable to be banned from doing business with Department of Investment and Public Asset Management (DIPAM).

1.6 Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the 'Request for Proposal (RFP)' will be intimated through this website only by corrigendum / addendum/ amendment.

1.7 Bids will be opened as per date/time as mentioned in the RFP Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.

2. Introduction

2.1 In Budget speech of 2020-21 Finance Minister, inter-alia, made the announcement of Disinvestment of IDBI Bank Ltd. Hon'ble Finance Minister reiterated the importance of completing strategic disinvestment of IDBI Bank Ltd in FY2021-22 in her budget speech of 2021-22.

2.2 Industrial Development Bank of India (IDBI) is a Listed Entity which was constituted under the Industrial Development Bank of India Act, 1964 as a Development Financial Institution (DFI) and came into being as on July 01, 1964, vide Govt. notification dated June 22, 1964. It was regarded as a Public Financial Institution in terms of the provisions of Section 4A of the Companies Act, 1956. It continued to serve as a DFI for 40 years till the year 2004. After that it was transformed into a Bank. To transform it into a Bank, the Industrial Development Bank (Transfer of Undertaking and Repeal) Act, 2003 (Repeal Act) was passed repealing the Industrial Development Bank of India Act, 1964. In terms of the provisions of the Repeal Act, a new company under the name of Industrial Development Bank of India Limited (IDBI Ltd.) was incorporated as Banking Company under the Companies Act, 1956 on September 27, 2004. Thereafter, the undertaking of IDBI was transferred to and vested in IDBI Ltd. with effect from October 01, 2004. Later on, the name of the Bank was changed to IDBI Bank Ltd. with effect from May 07, 2008, upon the issue of the Fresh Certificate of Incorporation by Registrar of Companies, Maharashtra. In 2016, the Government of India decided to reduce its stake in IDBI Bank Ltd. Taking note of this, LIC, after taking approval of the Insurance Regulatory and Development Authority of India (IRDAI) and other approvals, acquired 51% controlling stake in IDBI. Consequently, IDBI Bank Ltd. was re-categorized as a Private Sector Bank, with retrospective effect from January 21, 2019. As on 31.03.2019, the GoI Shareholding was 47.11%, the shareholding of Promoters (Life Insurance Corporation of India) was 51.00% and shareholding of Public was 1.89% Post QIP of December, 2020 the GoI shareholding in IDBI Bank is at 45.48%, LIC at 49.24% and the Non-promoter (Public) shareholding has increased to 5.29%. IDBI Bank Ltd. has registered Office in Mumbai.

3. Proposal

3.1 At present, IDBI Bank is classified as a Private sector bank by RBI with GoI shareholding at 45.48%, Life Insurance Corporation of India (LICI) shareholding at 49.24% and the Non-promoter shareholding at 5.29%.

3.2 DIPAM on behalf of the Government of India (GoI) proposes to engage one Transaction Advisor from reputed professional consulting firms / investment bankers / merchant bankers / financial institutions / banks, for facilitating/assisting DIPAM in the process of strategic disinvestment of IDBI Bank Ltd. along with transfer of management control, till completion of the transaction, unless called off by GoI.

4. Scope of Work of Transaction Advisor (TA)

4.1 The Transaction Advisor (TA) will be required to undertake tasks related to all aspects of the proposed strategic disinvestment culminating into successful completion of the transaction and would, inter alia include but not limited to advising and assisting GOI on modalities of disinvestment and the timing; recommend the need for other intermediaries required for the process of sale/disinvestment and also help in identification and selection of the same with proper Terms of Reference; preparation of all documents like Preliminary Information Memorandum (PIM), Confidential Information Memorandum (CIM), Request for Proposal (RFP), Confidentiality Agreement etc.; structuring the transaction; organizing roadshows, suggesting measures to fetch optimum value; positioning of the strategic sale, inviting and evaluating the bids, assisting and professionally guiding during the negotiations with prospective buyers, drawing up the sale/other agreements and advising on post-sale matters on a continuous basis. The Terms of Reference (ToR) would include:

(i) Advising GoI on the modalities and the timing of the strategic disinvestment of IDBI Bank Limited and preparing and submitting a detailed operational scheme to successfully implement the strategic disinvestment process, indicating tentative timelines for each activity.

(ii) Preparing the deal collateral for the transaction including but not limited to:

(a) Preliminary Information Memorandum (“PIM”) with intent to providing prospective buyers information about IDBI Bank Limited and its business to enable them to send in their Expression of Interest.

(b) Confidential Information Memorandum (“CIM”) covering detailed information about IDBI Bank Limited and its business.

(iii) Advise and assist GoI in identifying and selecting specialized professional intermediaries required for the transaction to be appointed by GoI and their work to be coordinated by the Advisor.

- (iv) Facilitating execution of Non-Disclosure Agreements (“NDA”) and subsequent communication and providing the bidders with information on the asset and the transaction.
- (v) Finalizing the process of strategic disinvestment (through bidding/ auction etc).
- (vi) Supporting IDBI Bank Limited. in setting up of the e-data room and assisting in the smooth conduct of the due diligence process.
- (vii) Positioning the divestment of GoI equity in IDBI Bank Limited. to organize roadshows and to generate interest among the prospective buyers/ purchasers/ investors.
- (viii) Managing a transparent process of bidding/interest solicitation from potential buyers including:
 - (a) Preparation and issuance of advertisement/RFP etc.; and organizing pre-bid meeting(s) and site visit(s).
 - (b) Analysis of and framing/drafting replies to queries of prospective bidders and making necessary modifications, if required in the bid documents.
 - (c) Invitation and evaluation of bids from prospective purchasers/ investors and preparation of requisite documents leading to short listing of bidders for negotiations.
- (ix) Assisting in negotiations with shortlisted bidders.
- (x) Assist GoI in fixing the range of the fair reserve price considering the valuation of IDBI Bank Limited, based on the methods employed in the financial services sector and highlighting the pros and cons of various methods and also highlighting the fact that many variations of these valuations exist. The GoI will have the option of valuation done from any other agency.
- (xi) Preparation and execution of requisite agreements (share purchase agreement, shareholders’ agreement etc.), and all legal documentation required for execution of the transaction on behalf of GoI, on mutually acceptable terms with the successful bidder.
- (xii) Ensuring compliance of applicable regulatory requirements including obtaining statutory approvals and clearances, wherever necessary, and coordinating and monitoring the progress of the transaction until its completion.
- (xiii) Assist in closure of the transaction.
- (xiv) Assist in the process of Strategic Sale.

(xv) Advising on post-sale matters, if any.

(xvi) Providing any other analytical and transactional support required by GoI for successful completion and help in structuring of the transaction.

4.2 The ToR mentioned above are indicative and non-restrictive in nature. There may be some services relevant but not expressly captured in the aforesaid Scope of Work, which upon being brought to the notice of the Advisor by GoI will also form an integral and mandatory part of the ToR.

5. Eligibility

5.1 Bidder should be a reputed professional financial consulting firm/investment banker/merchant banker/financial institution/bank having experience of at least 5 years for providing advisory services for strategic disinvestment/strategic sale/M&A activities/ private equity investment transaction.

5.2 Any person / company that owns more than 50% equity interest (on a fully diluted basis) in the Merchant Banker or controls (as defined in Companies Act, 2013) the Merchant Bankers, will not be permitted to participate in the competitive process for acquisition of IDBI Bank. For clarity, parent entity cannot participate in transaction process in case the selected bidder is subsidiary of an existing retail bank.

5.3 (i) Public Sector Banks cannot participate as Bidders for acquisition of IDBI Bank in the transaction process.

(ii) Subsidiaries of IDBI Bank (IDBI Capital Markets) cannot participate as Bidders (for TA) in this RFP.

5.3.1 Under no circumstances, selected Transaction Advisor shall be allowed to withdraw from the assignment, or else his withdrawal will debar him from consideration in any of DIPAM's transactions for 2 years.

5.4 Bidders should have advised, handled and successfully completed at least one transaction of strategic disinvestment/strategic sale/M&A activities/private equity investment transaction of the size of **Rs. 5000 crore or more during the period from 1st April, 2016 to 31st March, 2021.**

5.5 The interested parties are required to furnish an Affidavit-cum-Undertaking in the format as in **Annexure-2** regarding 'no conviction' and 'no conflict of interest'.

5.6 In case the interested Transaction Advisor is a subsidiary of an existing retail bank, they need to provide documentation explaining firewall / Chinese-wall structure to maintain

confidentiality and conflict of interest. As highlighted in clause 5.2 above, the parent cannot participate in the acquisition of IDBI Bank.

5.7 The Government has prescribed guidelines for qualifications for Advisors for disinvestment process vide O.M. No. 5/3/2011-Policy dated 8th June, 2011, enclosed at **Annexure- 3**. The interested Bidders fulfilling eligibility criteria mentioned in paragraph 5.1 above are advised to go through the guidelines and if eligible, furnish the following certificate as a part of the Proposal,

“We certify that there has been no conviction by a Court of Law or indictment/adverse order by a regulatory authority for a grave offence against us or any of our parent, subsidiaries or associate companies as defined under Companies Act, 2013. It is further certified that there is no investigation pending against us or our parent, subsidiaries or associate companies or the CEO, Directors/Managers/ Employees of our concern or of our parent, subsidiaries or associate companies (s) except as explicitly disclosed. It is certified that no conflict of interest as defined in O.M. No. 5/3/2011-Policy dated 8th June, 2011 exists as on date except as explicitly disclosed and if in future such a conflict of interest arises, we will intimate the same to the Government of India.

Further, we certify that as on the date we are not advising or acting on behalf of or associated with any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of IDBI Bank Limited (being disinvested), in respect of any transaction of same nature as the transaction for which the Government and/or IDBI Bank Limited (being disinvested) is proposing to select the Adviser, except for the list of the mandates, duly signed by us, in the same line of business and for the same type of transaction as enclosed.

Further, we certify and undertake that for a period commencing from the date of our appointment (if so appointed) as the Adviser till the completion of the transaction, we shall keep the Government informed of any mandate/contracts entered into, to advise or act on behalf of or associate ourselves with, any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of IDBI Bank Limited being disinvested, in respect of any transaction of same nature as the transaction in respect of which we have been appointed as the Adviser.”

(The certificate should be signed by the authorized signatory of the Bidder.)

Note: (i) The content of the certificate must not be changed. Clarification, if any, may be provided separately. In case any disclosures are made regarding investigations

or conflict, the decision of DIPAM on impact of such disclosure on the eligibility of Bidder shall be final and binding.

(ii) "Sister concern" should be read as "Parent, Subsidiary and Associate" in O.M. No. 5/3/2011-Policy dated 8th June, 2011(Annexure-3).

6. PRE-BID MEETING:

A pre-bid meeting will be held online as per critical date sheet, and VC link will be provided to those only who will send their queries, if any, in advance latest by one day before the meeting by e-mail to the Officer mentioned in para 16 below.

7. SUBMISSION OF PROPOSAL

7.1 Proposals have to be submitted as per the following directions:

(i) Cover 1 (Online):

- a. The bank draft/ pay order/digital payment (to be credited to Govt. Account No. 34663044146; IFSC: SBIN0000625, SBI, Central Secretariat Branch, New Delhi by using Inter Bank RTGS Code R42) of **Rs. 1,00,000 (Rupees One Lakh only)** payable at New Delhi in favour of Pay & Accounts Officers, DIPAM, as **non-refundable fee**. In case of digital payment, a proof of the same may be attached with the bid.
- b. "Certificate (Affidavit-cum-Undertaking), duly signed by the authorized signatory of the bidder as per **Annexure-2** mentioned in para 5.5. In case the certificate is not appropriately signed, digitally or otherwise, the proposal may be rejected by DIPAM.
- c. Authority letter authorizing the person of the bidder to sign the proposal and other documents.
- d. Covering letter on the Letter Head of Company/Firm for Bid submission by the Bidder enlisting documents attached indicating the page number; Profile of the organization with full particulars of the constitution, ownership and business activities; as well as CA audited financial accounts for the last three years to be furnished.
- e. Certificate, duly signed by the authorized signatory of the bidder certifying that in case of appointment, the Agreement for Advisory Services as per model attached at **Annexure-4** of this RFP would be signed by the bidder.
- f. Certificate that in case any of the members of the deal team indicated in proposal is not available for any reason like resignation etc. a person of equal qualification and experience would be made available with the approval of DIPAM.
- g. A certificate that the team assigned for the transaction would have one expert in strategic disinvestment; one expert in valuation and one expert in drafting of transaction documents. The format of the certificate is at **Annexure-5**.
- h. Certificate to the effect that in case of selection and appointment, a Performance bank guarantee fee amounting to **10% of the fee quoted**, will be given in the form of a

demand draft or bank guarantee, which **shall be valid for one year** from the date of acceptance of the appointment/engagement letter (which should not be more than fifteen days from the date of issuance of appointment/engagement letter) shall be submitted alongwith the acceptance letter by the selected bidder(s). After submission of the acceptance letter to DIPAM as per the conditions mentioned in RFP, the appointment/engagement process shall be treated as complete.

- i. A certificate, that the **Performance Guarantee would be extended for a period of one year** by the bidder/appointed Transaction Adviser(s),if so required by DIPAM.
- j. Certificate on **unconditional bid** in the format at **Annexure-6**.
- k. Tender acceptance Letter as per **Annexure – 8**

(ii) **Cover 2 (Online):** containing the technical bid as per format in paragraph 8 below, to be opened in the presence of the bidders as per critical date sheet. The bidders are also required to send technical bid through soft copy to DIPAM after the opening of the bids.

(iii) **Cover 3 (Online):** The Financial bid should be submitted in the BoQ format provided online along with the RFP as per **Annexure-7**.

Note: *Financial Bid shall be opened only of those parties, who qualify in the technical evaluation.*

7.2 Bids shall be uploaded online to CPP portal before bid submission end date/ time as per critical date sheet. Manual bid submissions will not be accepted.

7.3 The Proposals will be downloaded from the CPP Portal and opened by the Bid - Opening Committee to check the veracity of the documents **as per critical date sheet.**

Note: 1. *Bids with any conditionality shall stand summarily rejected. Financial aspects of the offer should not be disclosed in any way other than in Cover 3 in financial bid. Technical bids containing any indication to the financial bids will be rejected.*

2. Incomplete bids, conditional bids, bids not conforming to the terms and conditions will be rejected by the GoI.

3. Misrepresentation of any fact within the bid documents would lead to cancellation of the contract apart from any other actions which GoI would be entitled to take.

7.4 The Government reserves the sole right to accept or reject any or all Proposals thus received without assigning any reasons thereof.

8. Format of the Technical Bid:

Section (A) Strategic Sales Experience in India including merger & acquisition (weightage 10/100)

- Nature of the Transaction handled & which side was represented – buyer or seller
- Was the transaction for Government or quasi Government or private sector.
- The role played in the transaction.
- Intricacies experienced in the transactions
- Innovative work done on the transactions.
- Demonstrate with credible data and analysis, including league tables and any other data which you consider relevant, that you have extensive advisory experience on large and complex strategic transactions from the recent past.

Section (B) Strategic Sale Experience outside India including merger & acquisition (weightage 10/100)

- Overall transaction handled by the entity or one of their overseas associates.
- Transaction in similar sector.
- Demonstrate with credible data that you have sufficient resources globally, as appropriate, in the areas of Financial Institutions advisory and/or equity capital markets to be able to advise the firm
- Mention the framework that will be followed to ensure that global best practices from your international counterparties is being leveraged towards the success of the transaction (frequency of the teams interacting, capacity in which they will help etc)

Section (C) Sector Expertise & Understanding of the Co.(weightage 10/100)

- Indicate work done in the relevant sector - like studies or research undertaken.
- Exhibit strength/expertise in the sector, if any.
- Exhibit strength/expertise in the legal framework administered by RBI for domestic banks.

- Provide an understanding of IDBI Bank Ltd.'s transaction within these RBI laid legal framework and potential challenges with their potential solution

Section (D) Capital Market Experience (weightage 10/100)

- Overall understanding of Indian capital market
- The work done related to capital market
- Is capital market experience relevant in the present case. If yes, specify how. Also indicate how the issue related to capital market shall be addressed.
- Advisory experience in India and globally on asset sales across sizes and sector with a specific focus on the financial services sector.
- Demonstrate with credible data that you have sufficient resources globally, as appropriate, in the areas of Financial Institutions advisory and/or equity capital markets to be able to advise the firm
- Experience in dealing with multiple stakeholders and complex transactions of national significance

Section (E) Local Presence (weightage 10/100)

- Commitment to India; fund deployed; period of operations
- Manpower - Professionally qualified, experienced and highly capable staff.
- Office & other Infrastructure- Use of robust, secure and modern infrastructure and market information providers.
- Deal Team
- Who in the Deal Team has executed transactions mentioned in section 'A' above?

Section (F) Valuation Methodology (weightage 10/100)

- Understanding of the Valuation Methodologies in perspective of a bank. Provide different deal structures within those valuation methodologies that can be leveraged to maximise the value of the transaction
- Which one is most suitable for the present case and reason thereof

Section (G) Marketing Strength (weightage 15/100)

- Exhibit marketing strength

- How does the strength help in the present case
- Proposed strategy for the present case.

Section (H) Transaction Structure (weightage 10/100)

- Proposed structure and governance program
- The advantages of the proposed structure
- The strength in the proposed structure
- Detail out strategies for a successful sale
- Detailed work plan to ensure a successful disinvestment

Section (I) Deal Team and Manpower Commitment (weightage 15/100)

- Details of core team that would work on the transaction.
- Details of other professionals who would provide back up support
- If subsidiary of a Bank with retail division, then the firewall mechanism in place for confidentiality of the deal
- Demonstrate with credentials that your team has the relevant Financial Institutions advisory and/or equity capital markets expertise and experience to be able to advise on formulating privatisation strategy and/or in executing a strategic transaction.
- Provide details of significant individual transactions including role in those transactions, and achievements.
- Internal framework to manage potential conflict of Interest and relevant separation strategy across teams to ensure confidentiality

Note: An undertaking, to be given by the bidder, that if during the process, any of the core team members is not available due to resignation, leave of absence, etc., another person of the same qualification and experience would be made available with the concurrence of Government.

9. BID EVALUATION

9.1 The short-listed bidders would be required to demonstrate their credentials before an Inter-Ministerial Group (IMG) through a presentation, covering the areas/ criteria listed above, and to furnish one copy of the presentation immediately thereafter through email to the officer mentioned in Para 16 below. The date, time, and venue for the presentation will be intimated in due course on DIPAM's website, viz. <https://dipam.gov.in> .

9.2 The IMG would evaluate the Bidders, on the criteria mentioned in para 8 above, on the basis of their presentation and Proposals received and would shortlist them for the purpose of

opening of their Financial Bids. Only the parties scoring 70 marks /score out of 100, will be technically short-listed.

9.3 After the short-listing of Bidders based on their presentations, the IMG would open the Financial Bids of only the short-listed Bidders. The short-listed bidders, if so desired, may remain present at the time of opening of the financial bids. The qualifying marks and the marks scored by the shortlisted bidders will be announced before opening of the financial bids. The date and time of opening of the financial bids would be announced at the time of the presentations.

9.4 The marks scored by the shortlisted bidders in the technical evaluation will then be given a weightage of 80%. Similarly, the financial bids of the shortlisted bidders will be given a weightage of 20%. The score on the basis of Combined Quality Cum Cost based system (CQCCBS) of technical and financial bids will determine the H1, H2, H3 and so on.

9.5 The party scoring the highest points/marks (H1) based on the above principles would be appointed Transaction Adviser for the transaction.

9.6 Consortium bids will not be allowed.

9.7 Sub-contracting of the assignment will not be allowed. However, the successful bidder once appointed as Advisor can take help from its own Overseas/Domestic Associates for transaction. The appointed Advisor shall be solely responsible for all the required deliverables.

9.8 In case of a tie in marking, the bidder who has the highest technical score will be selected.

10. REQUIREMENT FOR FINANCIAL BIDS:

10.1 **The Bidder is required to quote a Transaction fee as a lump sum in Indian Rupees.** The fee quoted by Bidder should be inclusive of all applicable taxes, cess, duties etc., **but exclusive of GST.** The fee will be payable in Indian rupees after successful completion of the transaction.

10.2 The Fee quoted by the bidder shall remain FIRM till successful completion of transaction.

10.3 The fee quoted should be unconditional. The travel related expenses and all the expenses including those related to due diligence would have to be borne by the Advisor.

10.4 Expenditure on account of fees to legal/accounting or any other consultant, if appointed by GOI should not be included in the financial bid. The travel related expenses of Government and IDBI Bank Limited's employees will be borne by the GOI/IDBI Bank Limited.

11. **DROP-DEAD FEE**

11.1 A drop-dead fee of **Rs.10,00,000 (Rupees ten lakh only)** would be payable to the appointed Advisor in case the transaction is called off. The payment of the drop-dead fee would be made as under:

- a) 10% if the transaction is called off before issue of RFP for inviting EOIs from the prospective buyers.
- b) 50% if the transaction is called off after the data room has been set up and the due diligence by the prospective buyers completed.
- c) 100% if the transaction is called off after the documents based on which the financial bids are to be invited have been frozen by the Government.

11.2 The Bidders will be liable to pay taxes/duties/cess etc. applicable as per prevailing law.

12. **Non disclosure Agreement**

12.1 The selected Transaction Adviser would be required to sign a non-disclosure agreement with IDBI Bank Limited, LIC, DFS and DIPAM as per the format in **Annexure-9**. Failure to sign the same would make their appointment null and void.

12.2 Receiving Party shall not disclose to any **third party** the facts and any such information which has been made available to it, without the prior written consent of the Disclosing Party. The parents of Receiving Parties if Banks or Non-Banking Finance Companies would be considered as third parties. (The onus of complying with all Banking laws relating to the secrecy of data would lie with the Disclosing party-IDBI Bank)

13. **DISCLAIMER**

- a. The GoI reserves the sole right to accept or reject any or all proposals thus received without assigning any reason thereof.
- b. The department will not be responsible for any delay on account of late submission of Bid due to online submission. Late receipt of Bid will not be considered.

14. **DISPUTE:**

In case of dispute, the decision of the Secretary, DIPAM will be final.

15. **JURISDICTION:**

The jurisdiction of Court will be at New Delhi only.

16. For any further clarification, kindly contact, **Shri Priya Ranjan, Under Secretary, Department of Investment & Public Asset Management, Room No. 217, 2nd Floor, Block**

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR RFP/RFP DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders/bids by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders/RFPs, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a RFP published on the CPP Portal.

2) Once the bidders have selected the RFPs they are interested in, they may download the required documents / RFP schedules. These RFPs can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the RFP document.

3) The bidder should make a note of the unique Tender ID assigned to each tender/RFP, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the RFP document before submitting their bids.

2) Please go through the RFP advertisement and the RFP document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as Indicated in the RFP document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the RFP document.

3) Bidder has to select the payment option as "offline" to pay the RFP fee / EMD as applicable and enter details of the instrument.

- 4) Bidder should prepare the EMD as per the instructions specified in the RFP document.
- 5) Bidders are requested to note that they should necessarily submit their Financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the RFP document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded RFP documents become readable only after the bid opening by the authorized bid openers.
- 8) The uploaded bid documents become readable only after the bid opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the bid document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a bid or the relevant contact person indicated in the bid.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

AFFIDAVIT CUM UNDERTAKING

We, the undersigned (“**Bidder**”) are submitting our bid in respect of the Request for Proposal No [●], Dated [●] (“**Bid**”) issued by the Department of Investment and Public Asset Management, Ministry of Finance, Government of India, (“**Government**”) in relation to [●] and in this connection we hereby solemnly affirm, declare and undertake as follows:

(1) Details of the Bidder as disclosed in **Appendix-A** enclosed herewith are true and correct as on date.

(2) There has been no conviction by any court of law or indictment/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 years.

(3) No enquiry/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.

(4) The details of enquiry/investigations for non-Grave Offences 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 **Appendix-B** enclosed herewith.

(5) There are no Conflict of Interest with respect to the Proposed Transaction as on date. We also affirm that our parent entity, owning more than 50% equity stake, does not intend to participate in the transaction process for IDBI bank on the buy-side.

(6) During the tenure of our engagement for the Proposed Transaction, we shall keep the Government/Company informed, without delay, of any situations, circumstances, relationships, possible source or potential areas of Conflict of Interest in the format enclosed as **Appendix-C** herewith and we shall not take up work in relation to any such assignment without obtaining prior approval of the Government/Company and granting of such approval shall be the sole discretion of Government/Company and shall be binding on us.

(7) 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 the Government/Company and granting of such approval shall be the sole discretion of Government/Company and shall be binding on us.

(8) 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 the Government/Company, in case any such Conflict of interest (or apparent conflict of interest) arises or results in relation to the Proposed Transaction.

(9) 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.

(10) We understand that:

(i) in cases where existing Conflict of Interest (or apparent conflict of interest) is disclosed by us, the Government/Company would be entitled to initiate appropriate actions to eliminate or address or mitigate or neutralize the conflict through or by restricting or modifying the work to be performed by us in respect of the Proposed Transaction. Government/Company may also terminate our engagement for the Proposed Transaction, in whole or in part, if such termination is absolutely necessary in view of the Government/Company to avoid the appearance of a Conflict of Interest.

(ii) The Government/Company would be entitled to terminate our appointment if any of 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 Concern 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 the Government/Company and shall be bound to inform them without any delay and shall voluntarily withdraw from the Proposed Transaction failing which the Government/Company may terminate our appointment after giving an opportunity of being heard.

Definitions

Unless otherwise defined in this Affidavit, the following capitalized terms used herein shall have the meaning as set out below:

1. Advisor means the Bidder and includes bidder(s) who have been selected for the Proposed Transaction by the Government of India/Company in terms of the Bid.

2. Conflict of Interest: Conflict of interest in relation to the Proposed Transaction shall without limitation is deemed to exist or have arisen if:

(i) The Advisor whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in any activity or business which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of the Government/Company or any such activity/association would or may impair his ability to render fair, impartial, technically sound and objective assistance or advice, or unbiased services or may result in it being given an unfair competitive advantage to any other person.

(ii) The Advisor whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in advising and/or have taken up engagement for advising/consulting any other Entity whether under a formal engagement or otherwise in relation to any transaction/matter (“**Third Party Transaction**”) which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of the Government/Company.

(iii) The Advisor has any business or financial interests in any other Entity that would impair, or give the appearance of impairing, impartial decisions in relation to Proposed Transaction, in offering any advice recommendations or in providing technical assistance or other services to the Government/Company as part of Advisor’s engagement obligations/duties.

(iv) In relation to a strategic sale by the Government of India/Company, the Advisor has taken up engagement with buyer/potential buyer of such strategic sale or their Sister Concerns.

(v) Any other situation, possible source or potential areas of interests which may impair Advisor’s ability to render fair, impartial, technically sound, and objective assistance or advice, or unbiased services on in conflict of their professional duties towards Government/Company in respect of the Proposed Transaction or result in it being given an unfair competitive advantage to any other person.

3. Company means IDBI Bank Ltd. and its subsidiaries/Joint Venture, Special Purpose Vehicle (SPV) or any other entity created during process of strategic disinvestment.

4. Competitor of the Company means an Entity in India that is engaged in the business substantially similar to the business of the Company. Business of an Entity shall be deemed to

be substantially similar to the business of the Company if turnover or profit of such Entity from the business activity(ies) in which the Company in engaged, exceeds 33% of the its total turnover or profit (in any of the last three years).

5. Entity shall mean and include an individual, proprietorship, HUF, an association of person/body of Individuals, a partnership firm, limited liability partnership, company or any other persons.

6. Grave Offence means offences of such nature that it materially affects the reputation, business or operations adversely or outrages the moral sense of the community and such other offences which may be considered by the Government/Company as grave on case to case basis after considering the facts and relevant legal principles.

7. Proposed Transaction means the transaction to be undertaken by the Government/Company as described in bid no [●], issued by the Government.

8. Senior Managerial Personnel's means managing director, company secretary, chief executive officer, chief financial officer or persons having equivalent positions and all such other employees of the Entity who are members of its core management team excluding Board of Directors comprising all members of management one level below the executive directors and include the functional heads.

9. Sister Concern in relation to the Advisor, means any Entity in which the Advisor has a significant influence or which has "significant influence" over the Advisor and includes a group and a joint venture company. "Significant influence" means holding of at least twenty percent or more of total voting rights or the power to participate in and influence the management, financial or operating policy decisions of that Entity, or of business decisions under an agreement or has twenty percent profit sharing in such Entity.

Appendix A, B and C hereto shall constitute and shall be deemed to form an integral part of this document.

Appendix-A**BIDDER DETAILS**

Name of the Bidder	
Address: Registered Office: Corporate Office Tel: Email	
Constitution	Company/Partnership/LLP/Others (If selected others, please provide the nature of constitution)
SEBI registration no, if registered with SEBI	
Details of registration with other professional statutory bodies	

Seal with signatures of authorized signatory of the Bidder

Appendix-B**DETAILS OF PENDING ENQUIRY/INVESTIGATIONS**

S. No	Name of the Concerned person(s) against whom the enquiry/investigation has been initiated	Relationship with the bidder	Name of the investigating agency	Nature of pending enquiry/investigation and law under which the enquiry has been initiated	Brief facts/interim orders /other relevant information in respect of the pending enquiry/investigation

Seal with signatures of authorized signatory of the Bidder

Appendix-C

DETAILS OF PRESENT/POTENTIAL CONFLICTS/FACTS OR INTERESTS THAT MAY BE DEEMED AS POTENTIAL CONFLICT OF INTEREST

S. No	Name of the Entity, in which Conflicts of interests exit/may arise	Relationship of the Bidder with the Entity	Nature/reason of conflict/potential conflict	Duration of the subsistence of conflict, if any	Such other information as may be relevant and material in deciding whether there is a conflict/potential conflict of interest

Seal with signatures of authorized signatory of the Bidder

No. 5/3/2011-Policy
Government of India
Ministry of Finance
Department of Disinvestment

Block 14, CGO Complex,
Lodhi Road, New Delhi- 110003

Dated the 8th June, 2011

OFFICE MEMORANDUM

Subject: Guidelines for qualification of Advisers for disinvestment process.

In order to inspire public confidence in the selection of Advisers through competitive bidding, the Government had framed comprehensive and transparent guidelines defining the criteria for their selection. In addition to using a set of criteria like sector experience, knowledge, commitment etc., additional criteria for qualification/disqualification of the parties to act as Advisers to the Government for disinvestment transactions were prescribed by the Department of Disinvestment vide its O.M. No. 5/3/2011 – Policy dated 2.5.2011.

2. In supersession of the above-mentioned O.M. of this Department, the revised criteria for qualification/disqualification of the parties to act as Advisers for disinvestment transactions would be as under:

- a. Any conviction by a Court of Law or indictment/adverse order by a regulatory authority for a grave offence against the Advising concern or its sister concern would constitute a disqualification. Grave offence would be defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of offence would be taken on a case-to-case basis after considering the facts of the case and relevant legal principles by the Government. Similarly, the decision in regard to the relationship between the sister concerns would be taken based on relevant facts and after examining whether the two concerns are substantially controlled by the same person/persons.
- b. In case such a disqualification takes place, after the entity has already been appointed as Adviser, the party would be under an obligation to withdraw voluntarily from the disinvestment process, failing which the Government would have the liberty to terminate the appointment/contract.
- c. Disqualification shall continue for a period that Government deems appropriate.

- d. Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- e. The disqualification criteria would come into effect immediately and would apply to all the Advisers already appointed by the Government for various disinvestment transactions, which have not yet been completed.
- f. Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- g. Henceforth, these criteria will be prescribed in the advertisements seeking Expressions of Interest (EOI) from the interested parties to act as Adviser. Further, the interested parties shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against the CEO or any of its Directors/Managers/Employees, full details of such investigation including the name of the investigating agency, the charge/offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, similar undertaking will be obtained along with EOI. They would also have to give an undertaking that if they are disqualified as per the prescribed criteria, at any time before the transaction is completed, they would be required to inform the Government of the same and voluntarily withdraw from the assignment.
- h. The interested parties would also be required to submit a list of or disclose any mandated transactions which are in the same line of business as that of the company (being disinvested) in respect of any transaction of same nature as the transaction for which the Government and/or the Company (being disinvested) is proposing to select or have appointed the Adviser and confirm in writing that there exists no conflict of interest as on the date of submitting their proposal for appointment/ their appointment as Advisers in handling of the transaction and that, in future, if such a conflict of interest arises, the Adviser would immediately intimate the Government/Company (being disinvested) of the same.

The Government/Company (being disinvested) shall at its sole discretion after providing due and reasonable opportunity decide whether such future conflict of interest shall materially adversely affect the interest of the Government and the Company (being disinvested) in relation to the transaction and shall be entitled to grant the consent to the Adviser to continue as Adviser or terminate the appointment of the Adviser. For disinvestment purposes, conflict of interest is defined to include engaging in any activity or business by the Adviser in association with any third Party, during the engagement, which would or may be reasonably expected to, directly or indirectly, materially adversely affect the interest of Government of India and/ or the Company (being disinvested) in relation to the transaction, and in respect of which the Adviser

has or may obtain any proprietary or confidential information during the engagement, that, if known to any other client of the Adviser, could be used in any manner by such client to the material disadvantage of Government of India and/ or the Company (being disinvested) in the transaction.

- i. The conflict of interest would be deemed to have arisen if any Adviser in respect of the transaction is appointed by a third party for advising or acting on behalf of or associated with any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of the Company (being disinvested), in respect of any transaction of same nature as the transaction for which the Government and/or the Company (being disinvested) is proposing to select or have appointed the Adviser. Further, the decision of the Government/Company (being divested) as to whether such other person or entity is engaged in the same line of business as that of the Company being disinvested, shall be final and binding on the Adviser.
- j. The conflict of interest would also be deemed to have arisen if any Adviser firm/ concern has any professional or commercial relationship with any bidding firm/ concern for the same disinvestment transaction during the pendency of such transaction. In this context, both Adviser firm and bidding firm would mean the distinct and separate legal entities and would not include their sister concern, group concern or affiliates etc. The professional or commercial relationship is defined to include acting on behalf of the bidder or undertaking any assignment for the bidder of any nature, whether or not directly related to disinvestment transaction. (This clause is applicable in strategic sale only).
- k. The interested parties would also be required to give information and disclose that as on the date of submitting their proposal for appointment/ their appointment as Advisers in respect of the transaction, they are advising or acting on behalf of or associated with any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of the Company (being disinvested), in respect of any transaction of same nature as the transaction for which the Government and/or the Company (being disinvested) is proposing to select or have appointed the Adviser.

- In the event the Adviser fails to disclose that it is advising or acting on behalf of or associated with any other person or entity which is engaged in the same line of business as that of the Company (being disinvested), in respect of any transaction of same nature as the transaction for which the Government and/ or the Company (being disinvested) is proposing to select or have appointed the Adviser, at the time of giving the aforementioned undertaking, the Government/Company (being disinvested) shall be entitled to terminate their appointment. Before terminating the appointment, a show cause notice stating why its appointment should not be terminated would be issued giving it an opportunity to explain its position.

- l. For a period commencing from the date of appointment of the Adviser till the completion of the transaction, the Adviser shall keep the Company/ Government informed of any mandate/contract entered into to advise or act on behalf of or associate itself with, any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of the Company being disinvested, in respect of any transaction of same nature as the transaction in respect of which the Adviser has been appointed as the Adviser. Provided that, if six months or more have elapsed from the date of appointment as Adviser to the government disinvestment transaction, the Adviser would normally be permitted by the Government/Company (being disinvested), save for exigent circumstances. The decision of the Government/Company (being disinvested) in this regard shall be final and binding on the Adviser. Further, the decision of the Government/Company (being divested) as to whether such other person or entity is engaged in the same line of business as that of the Company being disinvested, shall be final and binding on the Adviser.
- m. For the purpose of clauses (k) and (l) above, the 'nature' of transaction may include, but not be limited to, a capital market transaction which in turn could include, but not be limited to, a domestic offering of shares or any other security, whether by way of Initial Public Offer or Further public offer or qualified institutions placement or issue of IDRs or by any other manner, as well as the international offering of securities, whether by way of issue of ADRs, GDRs or FCCBs or by any other manner.
- n. In the event the Adviser fails to obtain the prior written consent of the Government/Company (being disinvested) as aforesaid, the Government/ Company (being disinvested) shall be entitled to terminate the appointment of the Adviser. Before terminating the appointment, a show cause notice stating why its appointment should not be terminated would be issued to the Adviser giving it an opportunity to explain its position.

Sd/-

(V.P. Gupta)

Deputy Secretary to the Government of India

Tel: 2436 8036

AGREEMENT FOR ADVISORY SERVICES

THIS AGREEMENT (hereinafter referred to as ‘Agreement’) is made at New Delhi on this -
----- day of ----- BY AND BETWEEN THE PRESIDENT OF INDIA acting through the
Under Secretary, Department of Investment & Public Asset Management (DIPAM), Ministry
of Finance, Government of India (hereinafter referred to as “GOI” which expression shall
mean and include its successors and assigns) of the ONE PART AND ABC incorporated under
the Companies Act, 1956/Companies Act, 2013 and having its registered office at -----
and having its offices at New Delhi (hereinafter referred to as “ABC” which expression shall
mean and include its successors and permitted assigns of the OTHER PART.

WHEREAS

- I. IDBI Bank Limited (hereinafter referred to as “IDBI Bank Limited”), a Public Sector Bank, under the Department of Financial Services and Life Insurance Corporation of India ----- having its registered office at ----- engaged in -----.
- II. GOI which presently holds -----% of the paid-up equity of IDBI Bank Limited. GoI intends to disinvest from IDBI Bank Limited through strategic sale with transfer of management control. However, the percentage of disinvestment shall be decided later by GoI after consulting with all the relevant stakeholders. Pursuant to the GoI advertisement in Financial Dailies and on the official website of DIPAM or of IDBI Bank Limited inviting submission of Expression of Interest from reputed professional consulting firms, merchant bankers, investment bankers, financial institutions, banks etc. to act as Advisor; ABC submitted an Expression of Interest.
- III. Further to the presentation made by ABC to the Inter-Ministerial Group on ----- -- and the financial bid submitted for the assignment, GoI appointed ABC as its Advisor for the proposed strategic disinvestment in IDBI Bank Limited vide letter No-----dated -----.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, THE DETAILED REQUEST FOR PROPOSAL CONTAINING THE TERMS AND CONDITIONS AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT ADEQUACY AND SUFFICIENCY OF WHICH HEREBY ACKNOWLEDGE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. General Provisions

1.1 Definitions

1.1.1 Unless the context requires otherwise, the following terms, wherever used in this Agreement shall have the following meaning:

- a. 'Agreement' means this Agreement and any subsequent amendments hereto between GOI and ABC;
- b. 'Business Day' means a day other than one on which either the Central Government Offices, Banks or ABC's Offices are required to be closed in New Delhi;
- c. 'Effective Date' means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- d. 'Local Currency' means Indian Rupee or any other lawful currency of the Republic of India;
- e. 'Party or Parties' means GoI and ABC or both, as the case may be;
- f. 'Personnel' means persons hired by ABC as employees and assigned to the performance of the Services or any part of the

Services;
- g. 'Services' mean the services to be performed by ABC as the Advisor for this transaction and as described in Clause 3.1.

1.2 Relationship between the Parties

1.2.1 This Agreement shall be construed as establishing a relationship of principal and advisor and not of principal and agent, between GoI on the one part and ABC on the other part.

1.2.2 This agreement shall be binding upon and shall inure to the benefit of GOI and ABC and their respective successors and permitted assignees.

Neither GoI nor ABC shall assign this Agreement or their respective rights or obligations as the case may be under this Agreement without the consent of the other party.

1.3 Governing Law

1.3.1 This Agreement, its meaning and interpretation and the relation between the Parties shall in all respects, be governed by and construed in accordance with the laws of the Republic of India.

1.3.2 The parties irrevocably agree that the Indian Courts at New Delhi shall, subject to provisions of Clause 6, have jurisdiction to hear and determine any action or

proceedings, and to settle any dispute, which may arise out of or in connection with this Agreement and, for such purpose irrevocably submit to the jurisdiction of such courts.

1.3.3 The Parties irrevocably waive any objection, which they might at any time have to the courts referred to above being nominated as the forum to hear and determine any action or proceedings, and to settle any dispute, which may arise out of or in connection with this Agreement and agree not to claim and any such court is not a convenient or appropriate forum.

1.4 Headings

The headings shall not limit, alter or affect the meaning of this Agreement.

1.5 Notices

1.5.1 Subject to the provisions of clause 1.5.5, any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing and shall be deemed to have been given or made when sent by registered mail or air courier or facsimile or email to such Party at the following address and facsimile numbers:

For GoI Department of Investment & Public Asset Management, Block No. 11 CGO
Complex Lodhi Road, New Delhi 110003

For ABC ABC -----

1.5.2 Notice will be deemed to be effective as follows:

7. In case of registered mail or air courier, on delivery; and
8. In case of facsimile or email, two Business Days following confirmed transmission.

1.5.3 Facsimile transmissions or emails shall require to be re-transmitted or re-sent in the event the Receiving Party communicates illegible transmission or non-receipt of email and notice in such an event will be deemed to be effective upon receipt of legible transmission or email.

1.5.4 A Party may change its address and facsimile numbers or email id for notice under this Agreement by giving the other Party notice pursuant to this Clause.

1.5.5 Any action required and permitted to be taken, any document required or permitted to be executed under this Agreement may be taken or executed as follows:

On behalf of GOI by the

Under Secretary

Department of Investment & Public Asset Management

Block No. 11, CGO Complex,

Lodhi Road, New Delhi 110003

For ABC

ABC

2. General Provisions

2.1 Effective date

2.1.1 This Agreement shall come into force and effect on the Effective Date being ----
-----.

2.2 Entire Agreement

This agreement contains all covenants, stipulations and provisions agreed to by the Parties. No agent or representative of either of the parties has authority to make and the parties shall not be bound by or liable for any statement, representation, promise or agreement made prior to the date hereof but not set forth in this Agreement.

2.3 Modification

2.3.1 Modification of the terms of the Agreement including any modification of the scope of the services may only be made by written agreement between the parties. Each party shall give due consideration, and not unreasonably delay a considered response to any proposal for modification made by a Party.

2.4 Force Majeure

Definition

2.4.1 For the purpose of this Agreement, 'Force Majeure' means an event or circumstance, which is beyond the reasonable control of the affected Party and which makes affected Party's performance of its obligation under this Agreement impossible or so impractical as reasonably to be considered impossible in the circumstance and includes but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, cyclone flood, drought or other adverse weather or other conditions and situations including breakage of equipment of facilities, structural collapse, air crash, shipwreck etc.

2.4.2 Force Majeure shall not include:

- a. Strikes, lockouts or other industrial action, confiscation or any other action in and/ or by the parties or their employees;
- b. Any event which is caused by the negligence or wilful action of a party;
- c. Any event which is in control of a party;
- d. Any event which a diligent party could reasonably have been expected both (i) to have taken into account on the Effective Date of this Agreement and/or thereafter during the terms of the Agreement and (ii) to have avoided or overcome in the course of carrying out obligations under this agreement; and
- e. Insufficiency of funds or failure to make any payments.

No Breach of Agreement

2.4.3 The failure of a party to fulfil any of its obligations under this Agreement shall not be considered to be a breach of or a default under this Agreement in so far as the inability arises from an event of Force Majeure, provided the party affected by that event has complied with its obligations under para 2.4.4 in respect of such event.

Measure to be taken

2.4.4 A party affected by an event of Force Majeure shall take all reasonable measure to remove its inability to fulfil its obligations under this Agreement with a minimum of delay and shall notify the other Party in writing of the event concerned as soon as possible and in any event not later than ten days following the occurrence of the event concerned and shall similarly give notice of the restoration of normal conditions as

soon as possible. Parties shall together take all reasonable measures to minimize the consequences of any event of Force Majeure.

Extension of time

2.4.5 Subject to the above provisions of the Clause 2.4, any period within which a Party is required, pursuant to this Agreement, to complete any action or task, shall be extended for a period equal to the time during which that Party was unable to perform such action as a result of Force Majeure.

Consultation

2.4.6 Not later than ten days after ABC has served a notice to GOI as per Paragraph 2.4.4 notifying its inability to perform a portion of the services as a result of an event of Force Majeure, the Parties shall consult between themselves with a view to agreeing on appropriate measure to be taken in the circumstances.

2.5 Earlier Termination

2.5.1 Termination by GoI

GOI, may, by not less than ten day's written notice of termination to ABC, terminate this agreement, if:

- a. ABC is in a breach of its obligations under this Agreement and the terms and conditions mentioned in the RFP dated----- and the Affidavit-cum-Undertaking submitted at RFP stage and has not remedied the same within thirty days (or such longer period as GOI may have subsequently approved in writing) following the receipt by ABC of notice from GOI specifying the breach. Provided that ABC shall not be held to be in breach of any obligation under this Agreement, if the breach arises as a result of failure on the part of GOI to meet GOI's obligations under this agreement;
- b. ABC fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 6;
- c. ABC is unable, as a result of Force Majeure, to perform a material portion of the services for a period of not less than sixty days;
- d. ABC becomes insolvent or bankrupt or goes into liquidation or receivership, whether compulsory or voluntary;
- e. GOI decided at any time to abandon the project;
- f. A suitable ACQUIRER willing to purchase ____% of GOI's holding in IDBI Bank Limited is not found and GOI wishes to appoint another advisor for the sale of GOI's holding in IDBI Bank Limited ;

- g. ABC is found guilty of any criminal offence in any court of law or of violation of regulations of a statutory body that materially adversely affects its ability to carry out the engagement;
- h. In case an event of a conflict of interest take place during the engagement that materially adversely affects the ability of ABC to carry out the engagement and which is not remedied within 15 days of arising due to handling of the transaction by ABC as Advisor to the GOI for disinvestment in IDBI Bank Limited.

2.5.2 Termination by ABC

ABC may, by not less than ten day's written notice to GOI, terminate the Agreement, if:

- a. GOI fails to pay any money to ABC pursuant to this Agreement, which is not subject to dispute pursuant to Clause 6, within thirty days or any further extended period of time as may be agreed between the Parties after receiving written notice from ABC that the payment concerned is due/overdue;
- b. GOI, is in breach of its obligations under this Agreement and has not remedied the same within thirty days (or such period as ABC may have been subsequently approved in writing) following the receipt by GOI of ABC's written notice specifying the breach.

Provided that GOI shall not be held to be in breach of any obligation under this Agreement, if breach arises as a result of failure on the part of ABC to meet ABC's obligations under this agreement;

- c. GOI shall have failed to comply with any final decision reached as a result of arbitration pursuant to Clause 6.
- d. GOI is unable as a result of Force Majeure to perform its obligations for a period of not less than sixty days.

2.6 Cessation of Rights and Obligations

2.6.1 On termination pursuant to any part of Clause 2.5 and / or expiration of this Agreement, all rights and obligations of the Parties shall cease, except:-

- i. rights and obligations that have accrued as on the date of termination or expiration;
- ii. any right, which a Party have under law and (iii) the obligations in Clauses 3.2, 3.3 and 4.3.

2.7 Cessation of Services

2.7.1 On the termination of this Agreement through notice by either of the Party to the other, pursuant to Paragraphs 2.5.1 and 2.5.2, ABC will take all necessary steps to bring the services to a close within thirty days of the receipt of the notice of termination. Upon cessation of services, either on expiry of termination (including earlier termination) of the agreement hereunder, ABC shall hand over to GoI, such material documents and records prepared directly by ABC in connection with the services, whether in final or draft form, complete or in the process of being completed, on paper and if applicable, in compact diskettes together with material documents and records as provided by GoI to ABC, save the copies thereof, will be allowed to be retained by ABC for their files.

3. Obligations of ABC

3.1 Scope of Services

3.1.1 GoI proposes to divest/undertake strategic sale of -----% of its shareholding in IDBI BANK LIMITED to a prospective ACQUIRER, and for that purpose have appointed ABC as advisor to advise and assist GoI in selection of the prospective ACQUIRER, to maximize realization from the sale of its shareholding.

3.1.2 ABC's scope of services as Advisor to GoI shall include the services as set out below to assist and advise GoI in negotiating and concluding the strategic sale with the ACQUIRER, keeping in view GoI's strategic objectives and evaluation criteria for the ACQUIRER. However, it is clarified that the decision whether to proceed with and consummate the transaction, lies solely with GoI and the work and findings of ABC shall not in any way constitute recommendation as to whether GoI should or should not consummate the transaction. The ABC's service shall include the following:

Phase I: Transaction strategy

3.1.3 ABC, in consultation with GoI, shall evolve a transaction strategy covering modalities, timing of disinvestment and the timeline for various activities. ABC will assist GoI and will not associate in any manner, directly or indirectly, any other party or ACQUIRER in the present transaction, in analyzing possible transaction strategies from the perspective of GoI and ACQUIRER. ABC would analyze the positive and negative financial aspect of each of these alternative strategies.

3.1.4 ABC shall advise and assist GoI in identifying and selecting specialized professional intermediaries required for the transaction to be appointed by GoI and their work to be coordinated by the ABC.

Phase II: Partner log

3.1.5 Working closely with GOI, and drawing upon knowledge of ABC or of prospective strategic partners, ABC will develop a list of potential strategic partners with sufficient interest and apparent resources to enter into a transaction with XYZ/GoI. In doing so, ABC would:

- ♣ Use its international offices and network;
- ♣ Use its contracts and industry knowledge; and
- ♣ Include any other partners GoI would like to consider.

3.1.6 ABC will obtain and develop information on each of the potential strategic partners identified, so that together ABC & GoI can place in priority those strategic partners, which have the best potential for consummating the transaction with GOI. In doing so, ABC will use its global presence and long-24 standing relationships with potential strategic partners who may be ABC's global clients.

Phase III: Information Memorandum

3.1.7 The next phase is to incorporate the financial data and other relevant information of IDBI Bank Limited into an Preliminary Information Memorandum/Confidential Information Memorandum. The purpose of this Memorandum is to provide prospective ACQUIRER, ie. ACQUIRER with information on the business and the unique selling points of IDBI Bank Limited.

3.1.8 This Memorandum would contain information relating to the following areas:

7. Background of XYZ and key features that differentiate it from its competitors;
8. Current activities;
9. Rationale for divestment and inviting a ACQUIRER;
10. Product profile;
11. Manufacturing facilities;
12. Financial performance;
13. Management;
14. Customers and suppliers;
15. Contracts;
16. Research and development activities; ▪
17. Details of surplus real estate assets; and
18. Any other relevant details.

3.1.9 ABC will support the company in setting up of the e-data and/or physical data room and assist in the smooth conduct of the due diligence process. ABC will facilitate execution of Non-Disclosure Agreements ("NDA") and subsequent communication and providing the bidders

with information on the asset and the transaction. The Information Memorandum so prepared will be made available on a confidential basis to potential investors.

Phase IV: Pricing Analysis

3.1.10 ABC will assist GoI in performing a pricing/ valuation analysis of the company. In performing the valuation analysis ABC proposes to use including but not limited to the ‘discounted cash-flow’ approach, the ‘relative valuation’ approach, replacement cost approach and any other valuation approach relevant to the transaction to determine a range of fair values. In performing the analysis will be based on illustrative profit projections and the information provided by the company to ABC. The projections would show a possible outcome based on the assumptions as per the business plan prepared by the management of the company (‘the Management’). It is clarified ABC must emphasize that the realization of the projections would be dependent on the continuing validity of the assumptions on which they are based. ABC’s review therefore shall not, and cannot be directed to providing any assurance about the achievability of the financial projections. Since the projections relate to the future, actual results are likely to be different from the projected results because events and circumstances do not occur as expected, and the differences may be material.

3.1.11 ABC will assist GoI in fixing the reserve price considering the valuation of the company based on the methods employed in the financial services sector and highlighting the pros and cons of various methods and also highlighting the fact that many variations of these valuations exist. The GoI will have the option of getting the valuation done from any other agency.

3.1.12 ABC will present its findings in the form of a Pricing/Valuation Analysis after completing the Information Memorandum and receipt of any additional information of that it may require for this purpose. ABCs findings will be subject to the following conditions and limitations:

- The findings can serve as only one input to the process of negotiating a price, the actual terms will be set through direct negotiations or biddings or auctions;
- The findings are solely for the internal use;
- Events subsequent to the date of ABC’s analysis may materially alter the valuation estimate; and
- The findings are based upon the information provided to ABC by the company/GOI.

Phase V: Approaching the Strategic Investor(s)

3.1.13 ABC will assist in managing a transparent process of bidding/interest solicitation from potential buyers including:

- (a) Preparation and issuance of advertisement/RFP etc. and organizing pre-bid meeting(s) and site visit(s);
- (b) Conducting roadshows in India and abroad.
- (c) Analysis of and framing/drafting replies to queries of prospective bidders and making necessary modifications, if required in the bid documents;
- (d) Invitation and evaluation of bids from prospective purchasers/ investors and preparation of requisite documents leading to short listing of bidders;

3.1.14 ABC will help in positioning the disinvestment of GoI equity in the company to generate interest among prospective buyers/purchasers/investors. ABC will initiate contacts with only prospective strategic partners on an agreed list. If the prospective strategic partner indicates a sufficient level of interest in the businesses, and if GOI instructs, ABC will forward the Information Memorandum to them upon receipt of a signed Confidentiality Agreement. ABC will control the release of any further information based on the level of interest evinced by the potential strategic partner and after obtaining GOI's approval. Expression of Interest (EOI) for bidders to be issued by DIPAM.

Phase VI: Facilitating due diligence review

3.1.15 ABC will assist the Bank in the smooth conduct of the due diligence process.

Phase VI: Negotiations and deal support

3.1.15 ABC will assist and provide inputs to GoI during the negotiation process with the prospective partner by:

1. Discussing the pricing analysis;
2. Negotiating the financial terms;
3. Outlining preferable terms;
4. Briefly describing the tax and accounting implications of each proposal;
5. Suggesting counterproposal alternatives;
6. Communicating with ACQUIRER;
7. Reporting potential problems to GoI;
8. Evaluating alternative financial structures;
9. Assisting in negotiating the terms and conditions of the shareholders agreement; and
10. Assisting in negotiating sessions leading to a transaction.

3.1.16 ABC will be present at all meetings and handle all necessary arrangements during the negotiation process.

Phase VII: Negotiations and deal support

3.1.17 ABC will assist and provide inputs to GoI during the negotiation process with the prospective partner(s) by:

- Discussing the valuation analysis;
- Negotiating the financial terms;
- Outlining preferable terms;
- Describing the tax and accounting implications of each proposal;
- Suggesting counterproposal alternatives;
- Communicating with interested parties;
- Reporting potential problems to GoI;
- Evaluating alternative financial structures;
- Assisting in negotiating the terms and conditions of the shareholders agreement;
- Assist in finalizing the process of strategic disinvestment
- Assisting in negotiating sessions leading to a transaction.

3.1.18 ABC will be present at all meetings and handle all necessary arrangements during the negotiation or bidding or auction process.

Phase VIII: Completion of the transaction

3.1.19 If Parties express continuing interest, ABC will assist GoI in concluding the transaction. In doing so, ABC will work alongside The company / GoI's legal counsel to incorporate the terms and conditions of the transaction into a shareholders agreement(s) and share purchase agreement(s) and all such legal documentation required for execution of the transaction. On account of the peculiarities and complexities of this transaction, it will be crucial that the ABC and legal firm take full responsibility of documentation and completion of the transaction(s).

3.1.20 ABC will ensure compliance of applicable regulatory requirements including obtaining statutory approvals and clearances, wherever necessary, and coordinating and monitoring the progress of the transaction until its completion and assist in closure of the transaction.

3.1.21 ABC will advise on post-sale matters, if any, for a period of up to 12 months. Documents relating to the transaction be digitised and catalogued and handed over to Ministry of Finance and DIPAM. Advisor will also assist the departments in analysing these records as and when required.

3.1.22 ABC will provide any other analytical and transactional support required by GoI for successful completion of the transaction.

3.1.23 The Scope of Services mentioned in Para 3.1 are indicative and non-restrictive in nature. There may be some services relevant but not expressly captured in the aforesaid Scope of Services, which upon being brought to the notice of the Advisor by GoI will also form an integral and mandatory part of the Scope of Services.

3.2 Confidentiality

3.2.1 ABC and Personnel of ABC shall not disclose to any party other than GoI/the company, other concerned consultants, valuers, lawyers any information (other than publicly available information) relating to its services, this agreement, the company business or operations without the prior written consent of GoI, unless such disclosure is requested by any statutory or regulatory or judicial/ quasi – judicial authority constituted under the laws of India and having jurisdiction over a Party, or unless such disclosure is required in connection with any litigation affecting a party, or unless such disclosure is necessary to perform ABC’s services or obligations under this Agreement or unless such information has entered the public domain other than by a breach of the Agreement.

3.2.2 Provided that no confidentiality is required to be maintained in respect of disclosure required and made on account of marketing strategy/ies agreed upon among the parties. External professionals appointed, if any will also be bound by such requirement/s of confidentiality as may be stipulated by GoI.

3.3 Indemnification of GOI by ABC

3.3.1 ABC agrees to indemnify and hold harmless GoI/the company officers, employees and representatives (each, an “Indemnified Person”) from and against any claim, loss or liability (including without limitation reasonable fees and expenses of solicitor and legal counsel) arising out of the negligence or willful misconduct of ABC or its personnel in providing the services.

3.3.2 In the event that ABC disputes an indemnity claim of an Indemnified Person, any amounts to be paid by ABC will be finally decided by the Arbitration Tribunal or courts of law. It is understood and agree that an indemnified Person shall not press for any payments to be made on account of an indemnity claim, within the period of limitation prescribed for the preferment and/or filing of appeals or revision from awards/orders/judgements/decrees, if the Indemnified Person has notice from ABC that legal action and/or appeal is intended.

3.3.3 GOI will have to be given notice of a dispute of the claim by ABC within fifteen days of the receipt of Notice of Claim.

3.3.4 In the event that the agreement is terminated as per Para 2.5.1 (except under sub-clauses (c) and (e)), ABC’s Performance Guarantee (as defined in the RFP) will be invoked.

3.4 Limitation of liability

3.4.1 In the particular circumstance of this case, GoI agree that the aggregate liability of ABC and directors, officers and employees and representatives of ABC (Whether direct or indirect, in contract or tort or otherwise) to GoI arising out of this Agreement, including any indemnity liability as per clause 3.3 above, shall be limited to the aggregate fees actually payable to ABC under this Agreement by GoI.

3.5 Documents Prepared by ABC

3.5.1 GoI and ABC agree that the analysis provided to GoI is for the use and information of GoI for the strategic sale/disinvestment of GoI's stake in the company. ABC shall own no responsibility to any action taken by any other person based on any advice given by ABC to GoI.

3.6 ABC's Personnel

3.6.1 For the services ABC shall deploy such personnel as are qualified and experienced in the opinion of ABC to carry out the services. Provided that in the event GoI, at any point in time while the services are being carried out, expressly communicates to ABC the opinion that any of the Personnel need to be substituted for ABC will take into account such opinion and will not unreasonably continue to deploy such personnel to carry out the services.

4. Obligation of GOI

4.1 Assistance

4.1.1 GoI/The company shall provide to ABC all relevant information and particulars in the possession of GoI and which they have legal authority provide and all assistance required by ABC to enable ABC to perform it services.

4.1.2 Further, GoI shall issue to officials, agents and representatives of GoI/The company such instructions as it is competent to issue as may be specified by ABC as being necessary or appropriate for the prompt and effective rendering of the services.

4.1.3 In the event that any such information and particulars are not in the possession of GOI and The company or in the event that GOI and The company do not have the legal authority to provide information and particulars to ABC or in the event that assistance sought by ABC cannot be provided or in the event that instructions as specified by ABC cannot be issued then GOI/The company shall forthwith inform ABC of their inability.

4.1.4 GoI shall evolve a proper mechanism to take decisions and to communicate to ABC in writing regarding these decisions. GoI shall accept full responsibility for the contents of the document/s or announcement/s that it may require and authorise ABC to issue, sign or execute.

4.2 Access to information and decision

4.2.1 GoI shall keep ABC informed of any material developments or facts of proposals in relation to the business or operations of The company and in particular where these may have any effect on the agreement or in execution of ABC's services.

4.2.2 GOI shall not require/insist on ABC to issue or approve, or to arrange for the issue or distribution of a particular document or announcement, if at any time ABC becomes aware of information which, in the opinion of ABC after due consultation with GoI, renders the document or announcement untrue, incomplete or misleading in any material respect.

4.3 Indemnification of ABC by GOI

4.3.1 GoI agrees to indemnify and hold harmless ABC and directors, officers, employees and representatives of ABC (each an "Indemnified Person") from and against any claim, loss or liability (including without limitation reasonable fees and expenses of solicitor and legal counsel) arising out of ABC's engagement hereunder and / or directly or indirectly arising as a consequence of any statement, data, representation or other information, whether included in any information memorandum or advertisement or otherwise given in the performance of the services, which had been provided and/ or approved by GoI/The company. Provided that the above mentioned indemnity to Indemnified Person(s) shall only be available in case of the liability or loss arising out of the negligence or willful misconduct of the GoI/The company or its employees under this Agreement.

4.3.2 In the event that GoI disputes an indemnity claim of an Indemnified Person, any amounts to be paid by GOI will be as finally decided by the Arbitration Tribunal or by the court of law. It is understood and agreed that an Indemnified Person shall not press for any payments to be made on account of an indemnity claim, within the period of limitation prescribed for the preferment and / or filing of appeals or revision from awards/ orders/ judgement/ decree, if the Indemnified Person has notice from GoI that legal action and / or appeal is intended.

4.3.3 ABC will have to be given notice of a dispute of the claim by GOI within fifteen days of the receipt of Notice of Claim.

4.3.4. In the particular circumstances of this case, ABC agrees that the aggregate liability of GoI and its officers, employees and representatives of GoI (whether direct or indirect, in contract, tort or otherwise) to ABC arising out of this Agreement, including any indemnity liability as per clause 4.3 above shall be limited to the aggregate fees actually payable by GoI to ABC under this Agreement.

4.3.5. The provisions of the clauses 3.3 and 4.3 above shall be operative in full force and effect regardless of any termination or expiration of this Agreement

5. Payment of ABC

5.1 Currency of payment

5.1.1 Except as may be otherwise agreed in this agreement and/or other written agreement between the parties, all payments due to ABC under this agreement shall be made in Indian Rupees.

5.2 Payments

5.2.1 In consideration of the services performed by ABC under this agreement GOI shall pay to ABC the following:

Success fee:

5.2.2 GoI shall pay ABC____percent (-----%) of the gross consideration to be paid by the strategic partner to GoI/The company for purchase of its shares in The company and/ or allotment of new shares, if any, as success fee. The success fee shall be payable on the completion of the services culminating in signing of SHA/SPA, receipt of disinvestment proceeds in Government account; transfer of management control to strategic partner(s).

5.2.3 The Gross Consideration includes the consideration made available to The company or the GOI. The Gross consideration also covers any staged payments or payments/investment through equity as long as it is a payment in lieu of the GoI's stake in The company on the date of signing the shareholders' agreement.

Drop dead Fee

5.2.4 In the event that the agreement is terminated as per Paragraph 2.5.1(e), GoI shall pay to ABC a drop-dead fee as defined in the RFP. All payment to ABC shall be subject to deduction as per applicable laws in India.

5.3 Mode of Billing and Payment

5.3.1 As soon as practicable, after ABC is entitled to receive the amount under Clause 5.2 above, ABC shall send to GoI invoice for the amount due. The said fee/ payment shall be payable by GoI to ABC within 30 days of the date of entitlement and /or date of submission of claim of ABC whichever is later.

5.4 Changes in Scope of Work

5.4.1 If GoI requests a change in the scope of work beyond the definition of 'Services', payment for the additional work will be determined based on the agreed scope of effort to be employed by ABC subject to the agreement of the parties on all issue involved.

5.5 Expenses of Parties

5.5.1 In performing its services, ABC shall bear the following expenses:

- (a) All fees and expenses related to external professionals appointed by ABC; and
- (b) All out of pocket, travelling/hotel and other cost, charges and expenses incurred by ABC or its officers, employees or agents in connection with performing any services, save and except Clause 5.5.2 which shall be borne by GoI.

5.5.2 GoI shall bear the following expenses:

- (a) Fees and expenses related to external legal advisors appointed by GoI for drafting and providing shareholders agreement and such other related agreements related to the strategic sale;

- (b) Fees and expenses related to external professionals appointed by GoI and the company, including fees and expenses, if any related to the company auditors and GoI's own legal advisors;
- (c) Travelling/hotel and other cost incurred in connection with domestic or international travel of GoI/the company personnel, officers and employee;
- (d) All advertisement and printing expenses relating to the services under this agreement; and
- (e) Restructuring costs, if any, as per clause 5.4 hereof.

5.5.3 The parties shall bear the cost of their respective telephone calls, facsimile transmission, computer related hardware/software, couriers, dispatches and postage.

6. Arbitration

6.1 Amicable Settlement

6.1.1 The Parties shall use their efforts to settle amicably all disputes/differences arising out of or in connection with this agreement or its interpretation.

6.2 Arbitration

6.2.1 Any dispute or difference between the Parties as to matters arising under this agreement which cannot be settled amicably within thirty days after receipt by a Party of the other party's request for amicable settlement may be submitted by a Party to arbitration in accordance with the provisions of Paragraph 6.2.2.

6.2.2 Subject to Paragraph 6.2.1 of this Clause 6.2, in the event of any dispute, controversy or claim arising between the Parties hereto out of or in connection with this agreement or interpretation of its terms, including without limitation, its validity, enforcement, breach, performance, termination or expiration, such dispute, controversy or claim shall be finally settled by arbitration. The arbitration shall be conducted at New Delhi in accordance time and rules framed thereunder.

- (a) The arbitration tribunal shall consist of three arbitrators to be selected and appointed by mutual agreement of the Parties. The language of the arbitration shall be English.
- (b) the arbitrators appointed under Paragraph 6.2.2 sub-clause (a) shall be legal and/or technical experts with extensive experience in relation to the matters in dispute.
- (c) Any arbitration tribunal established hereunder shall state the reasons for its decisions in writing and shall make such decisions entirely on the basis of the Governing law.

7. Representations

7.1 GoI represents and warranties of GoI

7.1.1 GoI represents and warrants that:

- (a) GoI has full power and authority to enter into this agreement and to execute, deliver and perform its obligations under this agreement, and to carry out the transaction contemplated hereby;
- (b) it has taken all necessary steps required for the authorisation, execution, delivery and performance of this agreement;
- (c) This agreement constitutes legal, valid and binding obligations upon GOI enforceable against it in accordance with the terms hereof;
- (d) No representation or warranty by or information from it contained herein or in any other document furnished by it or on its behalf by the company to ABC contains or will contain any untrue statement of material fact or omit to state a material fact necessary to make such representation or warranty or information not misleading;
- (e) The execution, delivery and performance of this agreement will not conflict with any covenant, agreement, understanding, decree or order to which it is a Party.

7.2 Representation and Warranties of ABC

7.2.1 ABC represents and warrants that:

- (a) ABC is duly organized, validly existing and in good standing under the laws of jurisdiction of its incorporation;
- (b) ABC has full power and authority to execute, deliver and perform its obligation under this agreement and to undertake the services contemplated herein;
- (c) ABC has taken all necessary corporate and other action under relevant laws and its constitutional documents to authorize the execution, delivery and performance of this agreement;
- (d) This agreement constitutes legal, valid and binding obligations enforceable against ABC in accordance with the terms hereof;
- (e) ABC is subject to civil and commercial laws of India with respect to this agreement and it hereby expressly irrevocably waives any immunity in any jurisdiction in respect thereof;
- (f) ABC is not debarred from performing the services on account of any litigation;
- (g) The execution, delivery and performance of this agreement will not conflict with any of the terms of the ABC's memorandum and articles of association or any covenant, agreement, understanding, decree or order to which it is party or any ongoing assignment;
- (h) No representation or warranty by or information from it contained herein or in any other document furnished by it to GoI contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty or information not misleading.

8. Other Terms of Agreement

8.1 Fairness and Good Faith

Good Faith

8.1.1 The parties undertake to act in good faith with respect to one and others rights under the agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

8.1.2 Integrity and Ethics

8.1.2.1 The parties undertake to avoid all forms of corruption by following a system that is fair, transparent and free from influence and prejudice, prior to, during or subsequent to the currency of the contract.

8.1.2.2 ABC 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.

8.1.2.3 GoI undertakes that during the pre-contract stage, it shall 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 advantage to any particular bidder in comparison to other bidders.

8.1.2.4 Any breach of aforesaid provisions by ABC or its employees or authorized representatives, shall entitle GoI to take all or any one of the following actions, wherever required:-

- (i) forfeiture of performance guarantee (as defined in the RFP);
- (ii) to immediately call-off the pre-contract negotiations without assigning any reason or providing any compensation to ABC;
- (iii) to debar ABC from participating in any bidding process in future for a minimum period of 5 years;
- (iv) to cancel all or any other contract signed with the ABC.
- (v) The GoI will be entitled to initiate the criminal liabilities as well.

8.1.3 Operation of the Agreement

The Parties recognise that it is impractical in this agreement to provide for every contingency and possibility which may arise during the life of the agreement (in respect of the services) and the Parties agree that it is their intention that this agreement shall operate fairly between them and without detriment to the interest of either of them and that if during the term of this agreement, a party believes that this agreement is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such

unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute to arbitration in accordance with Clause 6.

8.2 Publicity

8.2.1 The Parties shall consult each other on any publicity, press releases, advertisement and publications and public statements concerning the services and this agreement in advance, before release. If GoI completes the transaction, ABC reserves the right to publish an announcement of ABC's role. The text if any such advertisement will be subject to GOI's approval, which will not be unreasonably withheld.

8.3 Waivers

8.3.1 No failure of delay of a Party hereto in exercising any right of remedy hereunder shall operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or future exercise, of any right and remedy. The right and remedies provided in this agreement are cumulative and not exclusive of any rights and remedies provided by law.

8.4 Waiver of Sovereign Immunity

8.4.1 GoI hereby waives any immunity from jurisdiction of any court of arbitration proceeding or from any legal process (whether from service or notice, attachment prior to judgment, attachment in aid of execution of judgement or otherwise) in respect of itself and/or any of its property, save and except for military property, military assets, present and future premises and assets of the missions/ consulates and the constitutional authorities and their offices and assets required for scientific and technological activities of GoI.

8.5 Liability to pay stamp duty

8.5.1 The stamp duty, if any, payable on this agreement and its counterparts shall be paid by GoI.

8.6 This agreement has been prepared and signed in two originals, one to be retained by each party.

IN WITNESS WHEREOF of Parties have caused this agreement to be signed as of the day and year first above written.

FORMAT FOR THE DEAL TEAM

Certified that the deal team would comprise of the following:

S.No.	Name	Expert in the field of	Qualification	Experience	Remarks
1		Strategic disinvestment			
2		Valuation			
3		Documentation of strategic disinvestment			
4					

Seal with signatures of authorized signatory of the Bidder

FORMAT OF UNCONDITIONAL BID ON THE LETTERHEAD OF THE BIDDER

This is to certify that the fee quoted by us for engagement as Advisor for strategic disinvestment of IDBI Bank Limited. is in accordance with the terms and conditions laid down in the Request for Proposals displayed on the website of the Department of Investment & Public Asset Management and is unconditional.

Seal with signatures of authorized signatory of the Bidder

Annexure-7

Format of Financial Bid on the Letterhead of the Bidder

Sl. No.	Description of work(IDBI Bank Limited)	Fee quoted (in INR)
1.		

Note:

1. In case of any, mismatch in fee quoted in the figures and the fee quoted in words, then fee quoted in words will be taken as correct for all purposes.
2. Since the bid is exclusive of GST, any additional liability of tax that may arise either on account of change in tax rate or additional taxes by the Central or State Governments, shall be the responsibility of the bidder.

Above format is to be filled and uploaded in BoQ format provided along with the tender document on CPP portal (<https://eprocure.gov.in/eprocure/app>).

Seal with signatures of authorized signatory of the Bidder

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of RFP.

RFP Reference No: _____

Name of RFP / Work: -

Dear Sir,

1. I / We have downloaded / obtained the RFP for the above mentioned 'RFP/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above-mentioned website(s).

2. I / We hereby certify that I/we have read the entire terms and conditions of the RFP from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration while submitting this acceptance letter.

4. I / We hereby unconditionally accept the RFP conditions of above mentioned RFP / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and if the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Format of NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

STAMP

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this “Agreement”) is executed as of _____, 2020 (“effective date”) by and between:

XYZ, a limited liability partnership(insert/amend suitably) firm, having its office at - _____ India (hereinafter referred to as the “Receiving Party”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns); and

IDBI Bank Limited(IDBI), a -----incorporated under the laws of India and having its registered office at _____, PIN _____(hereinafter referred to as the “**Disclosing Party**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

Each of the Receiving Party and Disclosing Party are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS

- A. Pursuant to the Request for Proposal uploaded online on CPP portal _____, the Receiving Party has been appointed by the Department of Investment and Public Assets Management, Ministry of Finance, Government of India (DIPAM) as Transaction Advisor, to advise on certain aspects of the transaction relating to the partial disinvestment of the shareholding held by Government of India in the Disclosing Party (“**Proposed Transaction**”). In this regard, DIPAM has instructed the Receiving Party to enter into this Agreement with the Disclosing Party wherein the Disclosing Party will be sharing with the Receiving Party certain Confidential Information (*defined below*) (“**Purpose**”).
- B. In light of the above, the Parties are entering into this Agreement to record their understanding concerning the disclosure by the Disclosing Party to the Receiving Party of information that is deemed proprietary or confidential by the Disclosing Party.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions and Interpretation

1.1 In this Agreement, except where the context otherwise requires, the following words and expressions shall have the following meanings:

“**Applicable Law(s)**” means all laws, ordinances, statutes, rules, orders, decrees, injunctions, licenses, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations, directions, notices, guidelines and circulars of any Indian governmental authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter;

“**Authorized Persons**” shall mean concerning each Party, the directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) and controlling persons of such Party; and

“**Confidential Information**” means the confidential, commercial, financial, legal, marketing, business and all other information of whatever nature and in any form relating to the Disclosing Party or its respective businesses or any documents of government authorities in connection with this Agreement including the fact of receiving or requesting such documents or information (whether written or oral, in any form or medium), given/disseminated by the Disclosing Party to the Receiving Party, and any communication between the Parties and/or their Authorized Persons.

1.2 In this Agreement (unless the context requires otherwise):

1.2.1 The terms “hereof”, “herein”, “hereby”, “hereto”, “hereunder” and derivative or similar words refer to this entire Agreement;

1.2.2 Heading, sub-headings and bold typeface are only for convenience and shall be ignored for interpretation;

1.2.3 Any term or expression used but not defined herein shall have the same meaning attributable to it under Applicable Law;

1.2.4 Words importing the singular include the plural and vice-versa; and

1.2.5 Any reference to this Agreement or other document shall include all amendments, changes and/ or modifications made to this Agreement or such other document in accordance with the provisions hereof or thereof.

2. Obligations of the Receiving Party

2.1 The Receiving Party hereby agrees and undertakes that it:

2.1.1 shall keep the Confidential Information confidential subject to the terms and conditions of this Agreement;

2.1.2 shall take all necessary and reasonable actions to maintain the confidentiality of the Confidential Information disclosed to it by the Disclosing Party;

2.1.3 shall not disclose to any third party the facts and any such information which has been made available to it without the prior written consent of the Disclosing Party. **The parents of Receiving Parties if Banks or Non Banking Finance Companies would be considered as third parties (The onus of complying with all Banking laws relating to the secrecy of data would lie with the Disclosing party-IDBI Bank);**

2.1.4 shall not use the Confidential Information or any part of it for any purpose other than restricted to the intended purposes by the Disclosing Party;

2.1.5 shall not make any copies or make any summaries or transcripts of the whole or any part of the Confidential Information unless required for this Agreement or unless permitted in writing by the Disclosing Party;

2.1.6 shall notify the Disclosing Party immediately, if it becomes aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an Authorized Person;

2.1.7 shall handover to an Authorised Person of the Disclosing Party and/or destroy and delete, as the case may be, any records of whatsoever nature in the possession, custody or control of the Receiving Party which contain any Confidential Information or which are produced or received by the Receiving Party in connection with the Confidential Information from the Disclosing Party upon fulfilment of the Purpose of this Agreement and not later than 7 (seven) days from the date of written demand from the Disclosing Party. Provided, however, that Receiving Party may retain the Confidential Information as is necessary to enable it to comply with any Applicable Law;

2.1.8 **shall not use the Confidential Information to the competitive disadvantage of the Disclosing Party; and**

2.1.9 holds the Disclosing Party harmless and indemnified from any direct liability, direct damage, direct loss, reasonable cost or expense (including any reasonable attorney's fees) incurred or suffered by the Disclosing Party on account of the proven breach of any provision of this Agreement by the Receiving Party; provided, however, that the total liability of the Receiving Party to both DIPAM and the Disclosing Party for the Proposed Transaction and/or this Agreement shall under no circumstances exceed the fees received by the Receiving Party in connection with the Proposed Transaction, except in the event of wilful misconduct or gross negligence by the Receiving Party.

2.2 The Receiving Party shall not be liable for release or disclosure of, and the confidentiality obligations under this Agreement shall not apply to, any Confidential Information that:

2.2.1 is required to be disclosed by any Applicable Law or any governmental or other regulatory, administrative or judicial authority of any country, provided that, to the extent legally permitted, the Receiving Party provides the Disclosing Party a prior written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedies;

2.2.2 at the time of its disclosure is within the public domain;

2.2.3 is or becomes part of the public knowledge by publication or otherwise than by breach or default of the Receiving Party; or

2.2.4 is approved in writing for public release by the Disclosing Party.

2.3 If any portion of any Confidential Information falls under one or more of the exceptions as set out in Clause 2.2 above, the remaining part/portion of the Confidential Information shall continue to be subject to the prohibitions and restrictions as set out in this Agreement.

3. Ownership, Sharing, and Return of Confidential Information

3.1 All Confidential Information shall be deemed to be (and all copies thereof or of any part or parts thereof shall become upon the creation thereof) and shall remain the property of the Disclosing Party.

3.2 Notwithstanding anything contained in Clause 2 of this Agreement, the Receiving Party shall be able to share Confidential Information with DIPAM, its professional and / or legal advisors, Department of Financial Services, or any other entity authorised by DIPAM solely for the purpose of this Agreement. Confidential Information that constitutes unpublished price sensitive information will be identified by the Disclosing Party as “unpublished price sensitive information” as defined in the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (as amended). Provided further that Confidential Information identified as “unpublished price sensitive information” by the Disclosing Party may be shared with the aforementioned persons if the Disclosing Party consents to such sharing and informs the Receiving Party(ies) that such information can be shared with the aforementioned persons as per Applicable Law. Upon fulfilment of the Purpose and not later than 7 (seven) days from the date of written demand from the Disclosing Party, the Receiving Party shall return to the Disclosing Party or erase, delete and destroy all the Confidential Information and records or materials related thereto, which are in possession of the Receiving Party, as the case may be provided however that Receiving Party may retain the Confidential Information as is necessary to enable it to be in compliance with any Applicable Law.

4. Governing Laws and Settlement of Dispute

This Agreement, including but not limited to any dispute or claim relating to this Agreement or the rights of the Parties, shall be governed by and construed in accordance with the laws of India. Both the Parties agree to submit to the exclusive jurisdiction of the courts at New Delhi, India for disputes arising out of this Agreement.

5. Counterparts

This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which together shall constitute the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

6. Term

This Agreement including the confidentiality obligations contained herein shall survive for 3 (three) years of: (a) closing of the Proposed Transaction; or (b) the date on which it is determined that the Proposed Transaction will not be consummated, whichever is later.

The Parties hereto have entered into this Agreement the day and year first above written:

For and on behalf of:

For and on behalf of:

(XYZ)

IDBI Bank

Name:

Name:

Designation:

Designation: