

Tender No. IFCI/CPD-S&AD/RFP/2018-19/10

Dated: October 12, 2018

Engagement of Merchant Banker for Equity Valuation of

1. Stockholding Corporation of India Ltd.
(SHCIL)
2. IFCI Venture Capital Funds Ltd. (IVCF)
3. IFCI Factors Ltd. (IFL)

REQUEST FOR PROPOSAL



**IFCI Tower
61, Nehru Place
New Delhi 110 019**

Date of Issue: October 12, 2018

**Last Date of Submission: November 12, 2018 up to 1500
hours**

**REQUEST FOR PROPOSAL FOR ENGAGEMENT OF MERCHANT BANKERS
FOR VALUATION**

1. Disclaimer:

- i. This Request for Proposal (RFP) is not an offer by IFCI Limited but an invitation to receive offers from interested and eligible parties. The purpose of this RFP is to provide the necessary information to such interested and eligible parties that may be useful to them in formulating their Proposals in response to this RFP.
- ii. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed between IFCI Limited and the "Successful Merchant Banker" or any other similar expression.
- iii. IFCI Limited reserves the right to modify or even not to proceed with the Engagement."

2. Background:

1.1 IFCI Limited ("IFCI") is the oldest Development Financial Institution of the country set-up in 1948 initially as a statutory corporation under Industrial Finance Corporation Act, 1948 (IFCI Act) since repealed, for providing medium and long-term finance to the Industrial sector. Now IFCI is a Government Company in terms of Section 2(45) of Companies Act, 2013 with Government of India's shareholding of 56.42% of the total paid up share capital of IFCI. IFCI is also registered with Reserve Bank of India (RBI) as a Systemically Important Non-Deposit taking Non-Banking Finance Company (NBFC-ND-SI). The primary business of IFCI is to provide short-term, medium-term and long-term financial assistance to the manufacturing, services and infrastructure sectors.

1.2 SHCIL was promoted by IFCI jointly with other public financial institutions in July 1986. One of the largest Depository Participants, besides being the country's largest Custodian in terms of assets under custody, SHCIL provides post trading and custodial services to institutional investors, mutual funds, banks, insurance companies etc. SHCIL is one of the largest Professional Clearing Members of the country. The Company distributes Fixed Deposits, Bonds and NCDs of reputed institutes and corporate, Mutual Fund Schemes, Initial Public Offerings (IPOs) and National Pension System (NPS) etc. SHCIL has a pan-India network of 188 retail branches across more than 150 cities and towns. SHCIL has positioned itself as one of the market leaders in providing services like Demat, Sub-broking, e-Stamping, Document Management System, Insurance Repository and Bullion Services etc. SHCIL has been authorized by the Ministry of Finance (MoF), Government of India (GoI) to act as a Central Record-keeping Agency (CRA) to design and implement an electronic method of stamp duty collection. At present, IFCI holds 52.86 % of SHCIL's share capital thereby making it a subsidiary company of IFCI. Being a subsidiary company of IFCI, SHCIL is a Government Company in terms of Section 2(45) of the Companies, 2013. SHCIL has two wholly owned subsidiaries viz. (i) SHCIL Services Ltd (SSL) and (ii) Stock Holding Document Management Services Ltd (SDMSL). For details about SHCIL and its subsidiaries, please refer to the Company's website: www.stockholding.co.in .

Brief Financials of SHCIL are attached as Annexure – I.

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1.3 IVCF was set-up in 1975 by IFCI with the objective to broaden entrepreneurship base in India by providing risk capital mainly to first generation entrepreneurs under "Risk Capital Scheme". In 1991, IVCF took up management of a Venture Capital Fund named VECAUS-III, floated by SUUTI and IFCI to promote varied projects across industrial sectors of Indian geography. IVCF is presently managing 5 SEBI-registered private equity (PE) funds/Alternate Investment Funds (AIF) viz. India Automotive Component Manufacturers Private Equity Fund-1-Domestic (IACM-I-D), Green India Venture Fund (GIVF), India Enterprise Development Fund (IEDF) and Venture Capital Fund for Scheduled Castes (VCF-SC) and Venture Capital Fund for Backward Classes (VCF-BC). IVCF derives income from the fund management activities by way of management fee on the corpus / outstanding amount of funds and by way of profit on these investments. Being an NBFC, IFCI Venture also extends corporate loans to companies, by raising funds through bank loans and bonds.

Presently IFCI holds 98.59% shareholding in IVCF. Being a subsidiary company of IFCI, IVCF is a Government Company in terms of Section 2(45) of the Companies, 2013. For details about IVCF, please refer to the Company's website: <http://www.ifciventure.com/> .

Brief financials of IVCF are attached as Annexure – II.

1.4 IFL, incorporated in February 1996 as Foremost Factors Ltd., was promoted by Mohan Group and Nations Bank Overseas Corporation of U.S.A along with 20th Century Finance Corporation Limited (TCFC Limited) and ICDS Group as institutional investors. In April, 1999, IFCI subscribed to the share capital of the Company besides acquiring the shareholding of 20th Century Group, thus becoming the largest shareholder. Subsequently, IFCI also acquired the shareholding of Mohan Group and in 2009 Foremost Factors was renamed as IFCI Factors Limited. IFL is registered as an NBFC-Factor with the RBI and is engaged in the business of factoring, offering products such as Domestic Sales Bill Factoring, Purchase Bill Factoring, Export Bill Factoring, and Advances against Future Receivables. The Company also offers Corporate Loans against security.

Presently IFCI holds 99.74% shareholding in IFL. Being a subsidiary company of IFCI, IFL is a Government Company in terms of Section 2(45) of the Companies, 2013. For details about IFL, please refer to the Company's website: www.ifcilttd.com

Brief financials of IVCF are attached as Annexure – III.

2. Objective

2.1 With a view to unlocking the value of its strategic investments, IFCI intends to get valuation of its shareholdings in the above-mentioned Companies to the extent of stake as specified hereunder in column (C):

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Sr. No.	Name of the Entity (a)	IFCI's Stake (b)	Valuation of Stake (c)
1.	Stock Holding Corporation of India Limited (SHCIL)	52.86%	26%
2.	IFCI Factors Limited (IFL)	99.74%	100%
3.	IFCI Venture Capital Funds Limited (IVCF)	98.59%	47.59%

2.2 IFCI intends to get equity valuations of the three Companies, as proposed above, done by a reputed Merchant Banker.

2.3 IFCI will select a Merchant banker (the Valuer) from among those who respond to this RFP under a 'Two-Bid System' and as per the procedure detailed in the RFP to perform one or more or all the segments of the assignment as per the Terms of Reference (ToR). The title of the assignment shall be "Equity Valuation of SHCIL, IVCF and IFL". Detailed scope and various segments of the assignment have been described at the para on ToR.

3. Terms of Reference

1. The responsibilities of the Valuer shall involve Valuation of IFCI's:
 - i. 26% stake in Stock Holding Corporation of India Limited (SHCIL).
 - ii. 100% stake in IFCI Factors Limited (IFL).
 - iii. 47.59% stake in IFCI Venture Capital Funds Limited (IVCF).
2. Submission of Detailed Equity Valuation Reports, in this regard, up to the satisfaction of IFCI, within a period of 45 days from the date of award.
3. Detailed presentation and sharing of Methodology adopted and other details of the valuations with IFCI and clarification, whenever required by IFCI in future.
4. The assignment shall be considered completed on the satisfaction and / or acceptance by IFCI.
5. The ToR mentioned above are indicative and non-restrictive in nature. There may be some services relevant but not expressly captured in the aforesaid ToR, which upon being brought to the notice of the Valuer by IFCI will also form part of the ToR.

4. Schedule for the Proposed Assignment

The schedule of assignment shall be conveyed in the Engagement Letter to be issued to the successful Merchant Banker. However, indicatively, it is stated that the maximum period of completion of the assignment will be 45 days from the date of award of the assignment to the successful bidder (not before acceptance of Engagement Letter by the Bidder).

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(Note: The working day on or immediately after the 45th day will be considered as last day of completion of the assignment. The bidder must ensure obtaining the required information within the first 15 days from the date of allotment of the assignment.)

5. Terms of Payment

The fee payment schedule will be applicable based on an all-inclusive consolidated fee, as quoted by the selected Merchant Banker. This fee shall be inclusive of all travel-related and other out of pocket expenses but exclusive of taxes, as applicable. The fee shall be payable on completion of the assignment as per following milestones, as mentioned terms in this document.

	Milestone	Payment Percentage
a.	Acceptance of Valuation of one Company	25%
b.	Acceptance of Valuation of second Company	50%
c.	Acceptance of Valuation of third Company	100%

6. Submission of Proposals

6.1 The bids/proposal are to be submitted in two parts each contained in separate sealed envelopes viz. (i) Technical Bid and (ii) Financial Bid (the price/ financial offer).

6.2 Technical Bid

6.2.1 The Bidders shall submit the '**Letter of Technical Proposal Submission**' (as per **Annexure - I**) complete with all technical and commercial details and necessary documents for Eligibility Criteria and Technical Evaluation. The Technical Proposal shall include, but not be limited to, the information as given below:

I.	Bidder's Name and Profile including SEBI's Registration Number, if any.
II.	Financial soundness of the Bidder [turnover for the last 3 (three) years i.e. 2017, 2016 & 2015] certified by a Chartered Accountant (CA).
III.	Details of experience of the Bidder in Valuation. (To list big three valuation assignments as conducted in each of last three financial years.)
IV	Details of any pending litigation(s) and/or contingent liabilities, if any, which can affect the performance of the Bidder under the mandate.
V	A Declaration on the Letter Head of the Bidder that the Bidder has not been debarred or blacklisted by any statutory body.
VI	Any other details/ information considered relevant.

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6.2.2 The Technical Bid is to be submitted in a sealed envelope superscribed 'Envelope I - Technical Bid.'

6.3 Financial Bid

6.3.1 The Financial Bid (as per **Annexure - II**), providing an all-inclusive consolidated fee per Equity Valuation (including all travel-related and other out of pocket expenses, but exclusive of taxes, as applicable), is required to be submitted in a separate sealed envelope superscribed 'Envelope II - Financial Bid'. The fee should be quoted in the format as per **Annexure - II** only.

6.4 Submission

6.4.1 Envelop I and Envelop II, as mentioned in para 6.2.2 and 6.3 above be placed in an outer envelope and sealed. This outer envelope shall clearly mention the Date, Bidder's Name and Address and shall be superscribed "Bid for Equity Valuation for IFCI", which is to be put in the drop- box kept at the ground floor of IFCI Tower, 61 Nehru Place, New Delhi.

6.4.2 The Technical and Financial Proposals submitted should be unconditional for acceptance. Conditional proposals shall be summarily rejected.

6.4.3. **Any queries** can be addressed to hod.sa@ifcilt.com/ RUCHIR.MASAND@IFCILTD.COM & **Mob. 7042633877/9599092966/9839075969/8527497842**. IFCI would endeavor to respond to the queries at the earliest. IFCI reserves the right to hold a pre-bid conference, if required.

7. Authorized Signatory

The proposal should be complete with all enclosures duly signed by authorized signatory. All information/ details are required to be supported by authentic documents duly certified by the authorized signatory. Proof of the Authorized Signatory having the authority to sign the documents (Board Resolution/ Power of Attorney) must be enclosed.

8. Last Date for submission of Proposals

8.1 The interested Bidders may submit their proposal positively by **3.00 PM, November 12, 2018 to**

The Dy. General Manager (Centralized Procurements)

IFCI Limited

13th Floor, IFCI Tower

61, Nehru Place,

New Delhi - 110 019

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No proposal will be entertained after the appointed time and date mentioned hereinabove. IFCI will not be responsible for any postal/ courier delay. The proposals received after the appointed time and date will be rejected

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

8.2 IFCI reserves the right to extend the last date of receipt of proposals.

9. Evaluation Process & Criteria

The proposals submitted by the Bidders shall be evaluated in accordance with the Evaluation Procedure mentioned hereunder:

9.1 Eligibility Criteria

9.1.1

(i) The Bidders must be a SEBI Registered Category- I Merchant Banker.

(A signed copy of SEBI Registration Certificate to be submitted)

(ii) The Bidder must have average audited turnover of not less than Rs.10 crore (Rupees ten crore only), during last three years i.e. 2015, 2016 & 2017. (A C.A. certificate / undertaking on bidder's letter head in this regard is to be submitted)

(iii) The bidder must have done at least One Equity Valuation Assignment of a minimum value of Rs.500 crore in any of the last three financial years, independently excluding valuation of its any group Company.

(A self-declaration on bidder's letter head including detailed information of the Assignment done)

Note: Documentary evidence for all the aforementioned eligibility criteria should be duly submitted.

9.1.2 Bidding in consortium is not allowed.

9.2 Evaluation of Proposals

The successful Bidder shall be selected on the basis of the two-envelope **procedure viz. (i) Technical Proposal and (ii) Financial Proposal.**

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Bidders fulfilling the Eligibility Criteria as specified at para 9.1 above shall be considered for Technical Evaluation. The Technical Proposals will be evaluated on the basis of evaluation criteria, sub-criteria and points system as given below:

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S No	Evaluation Criteria	Maximum Score
1. Size of Operations (20)		
	<p>Average Turn Over during last three years i.e. 2017, 2016 & 2015.</p> <ul style="list-style-type: none"> • Rs.10 crore to Rs.25 crore (5 Marks) • More than Rs.25 crore to Rs.50 crore (10 Marks) • More than Rs.50 crore to Rs.100 crore (15 Marks) • More Than Rs.100 crore (20 Marks) <p><u>(Document Required : Audited Annual Financial Statements)</u></p>	20
2. Experience of the bidder in Merchant Banking (20)		
	<p>Number of years of experience</p> <ul style="list-style-type: none"> • < 5 years (0 Marks) • 5 years to 10 years (10 marks) • More than 10 years to 20 years (15 marks) • More than 20 years (20 marks) <p><u>(Documents Required : Incorporation Certificate & Self Declaration on Company's Letter Head duly signed by Authorised Signatory)</u></p>	20
3. Relevant Experience of the Bidder (40)		
	<p>Experience in Equity Valuation Assignment, of minimum value of Rs.100 crore, for Indian companies during last FY 2017-18.</p> <p>No of points per assignment:</p> <ol style="list-style-type: none"> i. For each assignment valued with a value Rs.500 crore & above (Entity Value). – 15 marks per assignment. ii. For others – 5 marks per assignment. <p>Note: Assignments done for group companies will not be considered.</p> <p><u>(Documents Required: Evidence of Assignment done, in form of completion certificate, fee received, details reflecting in Annual Reports, undertaking on letter head etc.)</u></p>	40
4. Team Members and their experience for the Assignment (20)		
	<p>Chartered Accountants (CAs) to be assigned to the assignment, with relevant experience of at least two (2) years.</p> <p>(Documents Required: Declaration on Bidder's letter head.)</p> <p>No. of points per Human Resource : 5 (Maximum – 20)</p> <p>Note: In case of less than two Human Resources – Nil marks will be given</p>	20
Total		100

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Evaluation of Technical Proposals will start first and at this stage the Financial Proposals will remain unopened. Financial Proposals of only those bidders who have qualified, as per the eligibility criteria and secured minimum of 60 technical points in Technical Proposal, shall be opened in the presence of bidders' representatives, who choose to attend.

IFCI shall inform the date, time and place of opening of the Financial Proposals to all qualified bidders after completion of the evaluation of Technical Proposals.

The minimum qualification score eligible for evaluation of Financial Proposal 60 of the total marks under Technical Score. Financial Proposals of only those bidders securing a minimum of 60 technical points under the Technical Evaluation procedure shall be opened.

For the purpose of overall evaluation, the Overall Score will be arrived at by combining the Technical and Financial Scores by assigning 60% weightage to Technical Points and 40% Weightage to Financial Points, as illustrated below:

<p>(Individual Bidder's Technical Points x 60%)</p> <p style="text-align: center;">+</p> <p>(Individual Bidder's Financial Points x 40%)</p>
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Bidders who have got highest technical score will be given 100 as Technical Points and accordingly technical points of other bidder will be calculated with formula as $\rightarrow (\text{Individual Score} / \text{Highest Score} \times 100)$. If the Highest Score is 90 scored by Bidder A and points scored by Bidders B and C are 81 and 72 respectively, the Technical Points of Bidder A will be 100, Technical Points of Bidder B will be $\rightarrow [81 / 90 \times 100 = 90]$ and Technical Points of Bidder C will be $\rightarrow [72 / 90 \times 100 = 80]$

Similarly in case of Financial Score, the bidder with the lowest fee will be assigned 100 as the Financial Points and the Financial Points of the other two bidders will be calculated with the formula $\rightarrow [\text{Lowest Price} / \text{Individual Price} \times 100]$. If the fee quoted by Bidder B is 90 the lowest one, and the fee quoted by Bidders A and C are 120 and 96 respectively, then the Financial Points of Bidder B will be 100 and Financial Points of Bidder A will be $\rightarrow [90 / 120 \times 100 = 75]$ and Financial Points of Bidder C will be $\rightarrow [90 / 96 \times 100 = 93.75]$. Accordingly, the Final Overall Score will be:

$\rightarrow \text{Bidder A} = [(100 \times 0.75) + (75 \times 0.25)] = 93.75 \text{ (H1)}$

$\rightarrow \text{Bidder B} = [(90 \times 0.75) + (100 \times 0.25)] = 92.50 \text{ (H2)}$

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$$\rightarrow \text{Bidder C} = [(80 \times 0.75) + (93.75 \times 0.25)] = 83.44 \text{ (H3)}$$

The bidder with the highest Overall or Combined Score as computed above will be considered for engagement.

In case of tie preference will be given to the bidder scoring higher Technical Scores in i. Relevant Experience, ii. Available Human Resources, iii. Size of operations, iv. Experience as Merchant Banker, (as mentioned in above) in the descending order of preference.

Qualified interested Bidders would be required to make a presentation of their credentials in the format prescribed for the proposed transaction

The date and time of the presentation will be posted on the website of the ifci (<https://www.ifcilt.com/>) in due course.

The selected Bidders will work as a team and be called Successful Merchant Bankers.

10. Proposal Validity

10.1 The Technical and Financial Proposals must be valid for a period of 6 (six) months from the date of opening of Proposals.

11. Contract Finalization

IFCI and the successful Merchant Banker shall finalize the terms of Engagement/ Agreement/ Contract to be executed with regard to the assignment.

12. Engagement Letter

IFCI shall enter into an Engagement Letter (EL) with the Bidder selected as Valuer for the proposed assignment after completion of the bid evaluation and selection process (including acceptance by Competent Authority at IFCI), within 10 (ten) days of the date of completion of evaluation process. IFCI reserves the right not to assign the assignment to any of the bidder without explaining any reason.

13. Confidentiality

The valuer shall agree that all confidential information relating to the transaction or the engagement and disclosed for the purpose of this engagement shall be kept confidential, from the date hereof until

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the end of a period of 1 year from the date of completion of the Transaction or termination of this Agreement, whichever is earlier.

14. Termination of the assignment

14.1 In case it is found during the course of the transaction or at any time before award of the assignment or after its execution and during the period of subsistence or after the period thereof, the Bidder had made material misrepresentation or had given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Merchant Banker/Also if the Successful Merchant Banker has already been appointed as the Merchant Banker, as the case may be, the same shall, notwithstanding anything to the contrary contained in this RFP, be liable to be terminated, by a communication in writing by the IFCI to the Successful Merchant Banker without the IFCI being liable in any manner whatsoever to the Successful Merchant Banker.

This action will be without prejudice to any other right or remedy that may be available to IFCI under the Bidding Documents, or otherwise. However, before terminating the assignment, a show cause notice stating why its appointment should not be terminated would be issued giving it an opportunity to explain its position

Further, during the tenure of appointment of the selected merchant banker for the captioned engagement , in case IFCI (in its sole discretion) at any time considers that the services of any of the selected merchant banker are in any manner deficient and/or are not being performed to the satisfaction of IFCI in terms of the scope of work as set out herein or in the engagement letter or in any agreement that may be executed with them in connection with the caption assignment, IFCI shall have the right to terminate the appointment of such merchant banker, as may be decided and deemed fit by IFCI.

14.2 The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Evaluation and Selection Process. Notwithstanding anything to the contrary contained in the RFP, IFCI shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Evaluation and Selection Process.

14.3 Without prejudice to the rights of IFCI under **Clause 14.1** hereinabove and the rights and remedies which IFCI may have under the Engagement Letter (EL), if a Bidder, is found by IFCI to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or

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after the issue/acceptance of the EL, such Bidder shall not be eligible to participate in any assignment or RFP issued by IFCI during a period of 2 (two) years from the date such Bidder is found by IFCI to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

14.4 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **"Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of IFCI who is or has been associated in any manner, directly or indirectly with the Selection Process or the EL or has dealt with matters concerning the EL or arising there from, before or after acceptance thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of IFCI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process);

(b) **"Fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process;

(d) **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by IFCI/SHCIL/IVCF/IFL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; and

(e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders or any other party with the objective of restricting or manipulating a full and fair competition in the Selection Process.

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15. Other terms and conditions

- The Bidder(s) are required to do their independent enquiries about the operations and other information about SHCIL/IVCF/IFL. IFCI shall not be responsible for any issue(s) raised by the Bidder in future.
- IFCI reserves the right to reject any or all Proposals without assigning any reason thereof as well as the right to add/ delete/ modify any one or more of the terms and conditions. IFCI also reserves the right not to award the assignment to any of the Bidder(s) and may terminate the process before award of assignment, without thereby incurring any liability.
- IFCI shall not in any way be held responsible for any procedural delay and shall not be assigned any financial loss caused during the Assignment.
- IFCI reserves the right to discontinue the services of the successful Merchant Banker for any reason at any point of time, without assigning any reason, in the event the assignment is called off. Further, IFCI reserves the right to discontinue the services of the successful Merchant banker at any point of time on account of force-majeure or unsatisfactory performance by the Bidder.
- IFCI reserves the right to withdraw the RFP at any time before signing of a definite Contract, without assigning any reason and shall not be held liable for any losses or damages caused by such withdrawal. The withdrawal of RFP would be by giving intimation through IFCI's website.
- The decision of IFCI in regard to acceptance or non-acceptance of the bids will be final and binding on the Bidders.
- The Bidder is required to comply with the all the guidelines issued by Central Vigilance Commission (CVC), Government of India relating to the services rendered to IFCI.
- The corrigendum/addendum, if any will be uploaded on IFCI's website www.ifcilttd.com.

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16. Dispute Settlement

16.1 Disputes, if any, arising between the successful Merchant Banker & IFCI Ltd. will be mutually settled without any obligation on any party. However, in the event of non-settlement of disputes through amicable means, such disputes shall be as per Arbitration and Conciliation Act, 1996. The venue of the Arbitration shall be New Delhi and the language shall be Hindi/English. Jurisdiction shall vest with the Courts of New Delhi. The arbitration shall be conducted by a sole arbitrator who shall be appointed by IFCI.

16.2 All matters relating to the process and the bidding procedure thereof shall be governed by the laws of Union of India. Only Courts at New Delhi (with exclusion of all other Courts) shall have the jurisdiction to decide or adjudicate on any matter, which may arise. Bidders are requested to adhere to laws/ guidelines applicable to this Transaction which includes the following but not limited to:

- a) Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulation, 1997 and amendments thereof, if any and as applicable.
- b) Companies Act, 2013 and amendments thereof, if any and as applicable.
- c) Unlisted Public Companies (Preferential Allotment) Rules, 2003 and amendments thereof, if any and as applicable.
- d) Securities Contracts (Regulation) Act, 1956 (42 of 1956) and amendments thereof, if any and as applicable.
- e) Foreign Exchange Management (Transfer of Issue of Security by a Person Resident outside India) Regulations, 2000 and amendments thereof, if any and as applicable.
- f) Reserve Bank of India A.P. (DIR Series) Circular No. 25 dated December 22, 2006 and amendments thereof, if any and as applicable.
- g) Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009 and amendments thereof and as applicable, if any.
- h) All other such Acts, Rules, Regulations, General Orders, Guidelines, Circulars and amendments thereof issued by SEBI, Ministry of Corporate Affairs, Ministry of Finance, Government of India, RBI or any such other regulatory/statutory bodies in India or its agencies thereof as well as in the concerned country having jurisdiction over the registered office of the Bidder.
- i) Bidders are required to carry out their own due diligence at their cost and comply with any applicable legal requirements as required of them in this regard both in India as well as the concerned country having jurisdiction over their registered office.

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ANNEXURE - I

**LETTER OF PROPOSAL SUBMISSION
Technical Proposal
(On the letterhead of the Bidder)**

Date:

To,
The Dy.General Manager (Centralized Procurements)
IFCI Limited, IFCI Tower
61, Nehru Place
New Delhi - 110 019

**Ref: Request for Proposal dated September 27, 2018 inviting Technical Proposal
for Engagement of Equity Valuers.**

**Sub: Engagement of Merchant Bankers for Equity Valuation of Stock Holding
Corporation of India Ltd (SHCIL), IFCI Venture Capital Funds Ltd (IVCF)
and IFCI Factors Ltd. (IFL).**

Sir,

Being duly authorised to represent and act on behalf of..... (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the requirements of the Request for Proposal (RFP) provided, the undersigned hereby apply for the assignment referred above.

We certify that we..... (name of the Bidder) satisfy all the eligibility criteria provided in the RFP and we have provided other necessary documents in support of the eligibility criteria.

We hereby declare that our company, firm, our associate/ group firm have not indulged in any such activities which can be termed as the conflicting activities as given in the RFP document. We also acknowledge that in case of misrepresentation of the information, our proposal/ Agreement shall be rejected/ terminated, which shall be binding on us.

(Kindly enclosed the serial wise list of Documents Required and Documents Attached)

We also enclose the Financial Proposal as per **Annexure II** of the RFP.

Yours sincerely,

Signature
Name (Authorised Signatory)
For and on behalf of

.....

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ANNEXURE - II

(FORMAT FOR FINANCIAL PROPOSAL)

FINANCIAL PROPOSAL

(On the letter head of the Bidder)

Date:

To,
The Dy.General Manager (Centralized Procurements)
IFCI Limited, IFCI Tower
61, Nehru Place
New Delhi - 110 019

**Ref: Request for Proposal dated September 27, 2018 inviting Financial Proposal
for Engagement of Equity Valuer.**

**Sub: Engagement of Merchant Bankers for Equity Valuation of StockHolding
Corporation of India Ltd (SHCIL), IFCI Venture Capital Funds Ltd (IVCF)
and IFCI Factors Ltd. (IFL).**

Sir,

I/We have perused the Request for Proposal (RFP) for the subject assignment and other details and am/ are willing to undertake and complete the assignment as per terms and conditions stipulated in the RFP document.

Our consolidated offer, inclusive of all incidentals, overheads, traveling expenses, printing and binding of reports, all sundries, all other expenditure for execution of the services/ assignments covering all work as mentioned in the RFP/ Terms of Reference, but exclusive of taxes as applicable, is as follows:

Fee: Rs...../- , {RUPEES IN WORDS} for Equity Valuation of StockHolding Corporation of India Ltd (SHCIL), IFCI Venture Capital Funds Ltd (IVCF) and IFCI Factors Ltd. (IFL). (as mentioned in RFP).

This offer is valid for a period of 6 (six) months days from the date of submission of Proposal.

Signature of Authorised Person

Name:

For and on behalf of

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