

**Engagement of Consultant for Advising and
Managing the Process of Disinvestment of IFCI's
stake in IFCI Financial Services Limited**



REQUEST FOR PROPOSAL



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

Date of Issue: December 11, 2015

Last Date of Submission: December 28, 2015 upto 1400 hours

1. Background

1.1 IFCI Limited (IFCI) is the oldest Development Financial Institution of the country set-up in 1948 as a statutory corporation under Industrial Finance Corporation Act, 1948 for providing medium and long-term finance to the industrial sector. In 1993, after the repeal of IFC Act, IFCI became a public limited company registered under the Companies Act, 1956. Pursuant to conversion of Government of India's loan/grant aggregating to Rs. 923 crore to IFCI into equity shares of IFCI and acquisition of preference shares of IFCI from Banks by Government of India, IFCI has become a Government Company with effect from 7th April, 2015 in terms of Section 2(45) of Companies Act, 2013 with Government of India's shareholding of 51.04% of 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 medium to long-term financial assistance to the manufacturing, services and infrastructure sectors.

1.2 IFCI Financial Services Limited (IFIN) was incorporated as a public limited company under the Companies Act, 1956 on 4th January, 1995, in New Delhi as a wholly-owned subsidiary of IFCI to provide a wide range of financial products and services to investors, institutional and retail. IFIN is currently engaged in the business of stock broking, currency broking, portfolio management services, depository participant services, merchant banking, investment banking, insurance agency, mutual fund products distribution, IPO distribution and corporate advisory services. The company has its registered office in Chennai, Tamil Nadu. At present, IFCI holds 94.78% of the equity share capital of IFIN. IFIN has 3 (three) subsidiaries IFIN Commodities Limited, IFIN Credit Limited, and IFIN Securities Finance Limited.

IFIN Commodities Limited

IFIN Commodities Limited (I-COM), a wholly-owned subsidiary of IFIN was incorporated to engage in the business of commodity broking and the company is a member of Multi Commodity Exchange of India Limited (MCX-SX), National Commodity & Derivatives Exchange Limited (NCDEL) and National Spot Exchange Limited (NSEL).

IFIN Securities Finance Ltd

IFIN Securities Finance Limited (ISFL), earlier known as Narayan Sriram Investments Private Limited, is a wholly-owned subsidiary of IFIN. ISFL is registered as an NBFC with Reserve Bank of India (RBI). At present, it is engaged in the business of margin funding, loans against shares, promoter funding, creeping acquisition etc.

IFIN Credit Ltd

IFIN Credit Limited is also a wholly-owned subsidiary of IFIN. At present, the company is not engaged in any operations. For details about IFIN and its subsidiaries, please refer to the company's website: www.ifinonline.com

2. Objective

2.1 IFCI intends to disinvest its entire equity shareholding (94.78%) in IFIN to interested buyer(s)/ purchaser(s), by way of sale through a competitive bidding process. To this effect, IFCI proposes to engage the services of a reputed Consultant to advise IFCI and manage the disinvestment process successfully and in a transparent manner.

2.2 IFCI will select a consulting firm/ merchant banker/ financial institution/ bank (the Consultant) from among those who respond to the Request for Proposal (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. The title of the assignment shall be **"Assisting and Managing the Process of Disinvestment of IFCI's equity shareholding in IFIN"**. Detailed scope and various segments of the assignment have been described at the para on Terms of Reference.

3. Terms of Reference

3.1 The responsibilities of the Consultant shall involve providing sell-side advisory services to IFCI for sale of IFCI's equity shareholding in IFIN through a process of competitive bidding or any such manner in which IFCI shall disinvest its entire shareholding in IFIN, and facilitating the entire transaction till its successful completion. The Terms of Reference (ToR) for the Consultant shall include, but not be limited to, the following:

Phase - I

- 1) Assessment of the businesses of IFIN and its subsidiaries, and carrying-out valuation of IFIN Group.
- 2) Suggesting measures to enhance sale value.
- 3) Preparing Confidential Information Memorandum/ Teasers, and circulation of the same and such other documents necessary for being shared with prospective buyers/ purchasers.
- 4) Advising in formulating the transaction structure.
- 5) Assisting IFIN in preparing a data-room for the due-diligence exercise and coordinating the due-diligence process on behalf of IFCI/ IFIN.

Phase- II

- 1) Effectively marketing the offer for sale of IFCI's equity shareholding in IFIN to generate interest among the set of prospective buyers/ purchasers/ investors.

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- 2) Managing a transparent process of bidding/ interest solicitation from potential purchasers/ investors as per the approved transaction structure in accordance with CVC Guidelines, including:
 - (a) Preparation and issuance of advertisement/ EoI/ RFQ/ RFP etc;
 - (b) Organizing pre-bid meeting(s);
 - (c) Analysis of and replying 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 for negotiations.
 - 3) Assisting in negotiations with the shortlisted bidders
 - 4) Upon selection of successful bidder, assisting in preparation and execution of requisite agreements (share purchase agreement, shareholders' agreement etc), and all legal documentation required for completing the transaction on behalf of IFCI on mutually acceptable terms with the successful bidder.
 - 5) Assisting, advising and facilitating completion of any regulatory requirements including obtaining statutory approvals and clearances, wherever necessary, and coordinating and monitoring the progress of the transaction until its completion.
 - 6) Advising on post-sale matters, if any.
 - 7) Providing any other analytical and transactional support required by IFCI/ IFIN for successful completion of the transaction.

3.2 The ToR mentioned above are indicative and non-restrictive in nature. There may be some services relevant but not expressly captured in the aforesaid ToR, which upon being brought to the notice of the Consultant by IFCI will also form part of the ToR.

4. Deliverables

4.1 The deliverables for the assignment shall include:

Phase - I

- i. Three (3) copies of Business Valuation Report and Confidential Information Memorandum each (in word formats), in sealed envelopes and soft copy (Pen Drive/ DVD). Valuation Report(s)/ Information Memoranda/ Financial Model(s)/ other material and data-bases generated as part of the assignment shall be provided in editable formats.
- ii. Presentation by the Consultant on the Valuation Report to IFCI management along with the proposed Transaction Structure for finalization and approval by IFCI.

Phase - II

- i. Preparation and issuance of advertisement/ EoI/ RFQ/ RFP in the newspaper or such other documents for eliciting response for the interested buyers/ purchasers/ investors for the disinvestment process.
- ii. Preparation and conducting of pre-bid meeting(s); Conducting meetings for negotiations with the shortlisted bidders.
- iii. Preparation and facilitation of execution of definitive documents/ agreements to be signed with the successful bidder, upon approval by IFCI
- iv. Facilitating transfer of sale proceeds (to IFCI) and shares (to successful bidder)

5. Schedule for the Proposed Assignment

5.1 Phase - I of the assignment would need to be completed within 2 (two) weeks from the date of Letter of Award for Engagement as Consultant. Phase - I shall be considered complete on submission of the attendant deliverables viz. Business Valuation Report, Information Memorandum, Financial Model(s) etc, and finalization and approval of the Transaction Structure by IFCI.

5.2 Phase - II shall be considered complete on successful completion of the transaction viz. transfer of equity shareholding in IFIN from IFCI to the prospective purchaser preceded by transfer of sale proceeds to the bank account of IFCI. Phase - II would need to be completed within a period of not more than 2 (two) months from the end of Phase - I of the assignment.

5.3 IFCI/ IFIN shall endeavor to extend all necessary support to help the Consultant achieve the timelines.

6. Terms of Payment

6.1 The fee payment schedule will be applicable based on an all inclusive consolidated fee (Success Fee) equal to a percentage of the disinvestment/ sale proceeds. The above fee shall be inclusive of all travel-related and other out of pocket expenses but exclusive of taxes, as applicable. If, for any reason, IFCI decides to terminate the assignment at any point or the assignment does not culminate in the sale of the envisaged stake in IFIN, a lumpsum consolidated fee (Drop Dead Fee) of Rs.10 lakh plus applicable taxes shall be payable to the Consultant, 50% of which shall be payable as Signing Fee on acceptance of the assignment/ mandate. In the event of the assignment being successful, the Signing Fee paid on acceptance of assignment/ mandate would be adjusted against the Success Fee payable to the Consultant.

7. Submission of Proposals

The Proposal is to be submitted in two parts each contained in separate sealed envelopes viz. (i) Technical Proposal (the techno-commercial offer) and (ii) Financial Proposal (the price/ financial offer) by the interested parties. However, the Consulting firms/ entities who had been awarded similar assignments/ mandates for this investee company, i.e. IFIN during the last three years ended March 31, 2015, need not apply.

7.1 Technical Proposal

7.2.1 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 Profile (particulars of constitution, ownership, main business activities, registration details, size, existence and geographical presence including number of offices and infrastructure, human resources, experience, reputation etc.). Certificate of Registration of Bidder or any equivalent documents should be attached.
- (ii) Financial soundness of the Bidder (turnover and networth for the last 5 (five) years. This should be supported by enclosing the Audited Financial Statement for the last 5 (five years including FY 2014-15.
- (iii) Details of experience of the Bidder in merchant banking/ consultancy services relating to disinvestment/ strategic sale or assignments similar to the proposed assignment/job as per ToR for last 5 (five) years for Indian companies should be given. The above information should be supported by providing description of assignments including client name, job title, scope of services, date of assignment award and completion, deal size and other key details. Satisfactory completion certificates from clients should be furnished as proof of completion of assignments.
- (iv) The details required at sub-paras (iii) above should cover the role of the Bidder in valuation, transaction structuring, preparation of information memorandum, transaction marketing, bid evaluation and negotiations, preparation of shareholders'/ other agreements etc. In case completion certificates are not available, Engagement Letter/ Letter of Award for the particular assignment(s), along with an affidavit/ undertaking from the Bidder (signed by the authorized signatory), confirming that the total fee contracted for the assignment(s) mentioned in the affidavit/ undertaking, has been received by the Bidder, be furnished. Excerpts of public sources/ specialized websites maintaining deal records, wherein details of the Bidder having completed the assignment(s) are specified, can also be submitted.

- (v) Details of expertise, including research coverage and capabilities in the broking, merchant banking and financial services sector or related sectors.
- (vi) Details of the proposed deal team/ key consulting resources rank-wise names, qualifications, experience, locations of team members, curriculum vitae and their other credentials in the work area as per ToR. Rank-wise details of the team, CVs of team leader and other team members along with number of relevant assignments completed, date-wise, by them should be enclosed.
- (vii) Details of pending litigation(s) and contingent liabilities, if any, that could affect the performance of the Bidder under the mandate, as also the details of any past conviction and pending litigation(s) against sponsors/ partners of the Bidder, and any area of possible conflict of interest.
- (viii) A Declaration on the Letter Head of the Bidder that the Bidder has not been debarred or blacklisted by anybody and no adverse orders have been passed against the bidder by any court of law /regulatory/ statutory authority or body.
- (ix) Any other details/ information considered relevant.

7.2.2 The Technical Proposal shall also contain the Demand Draft for Rs.5,000 (Rupees five thousand only) towards cost of RFP Document and the Demand Draft for Rs.1,00,000 (Rupees one lakh only) towards Bid Security and is to be submitted in a sealed envelope superscribed '**Envelope I - Technical Proposal.**'

7.3 Financial Proposal

7.3.1 The Financial Proposal (as per **Annexure - II**), providing an all-inclusive consolidated fee (Success Fee) equal to a percentage of the disinvestment/ sale proceeds (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 Proposal**'. The fee should be quoted in the format as per **Annexure - II** only.

7.4 Submission

7.4.1 The signed original Technical Proposal shall be placed in a sealed envelope clearly marked "**Envelope I - Technical Proposal**". Similarly, the signed original Financial Proposal shall be placed in a sealed envelope clearly marked "**Envelope II - Financial Proposal**". The envelopes containing the Technical Proposal and Financial Proposal shall 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 "**Assisting and Managing the Process of Disinvestment of IFCI's equity shareholding in IFIN - Proposal for Engagement of Consultant**".

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

8. Cost of RFP Document

8.1 The cost of RFP Document purchase is Rs 5,000/- (Rupees Five Thousand Only) (Non Refundable). The RFP Document can be downloaded from the website www.ifcilttd.com, and a Demand Draft of Rs 5,000/- (Rupees Five Thousand Only) drawn on a scheduled commercial bank in favor of "IFCI Limited" payable at New Delhi, should be submitted along with the Technical Proposal in the absence of which the Bidder will be disqualified. The RFP Document can be downloaded **uptill 1600 hrs (IST) on December 28, 2015**.

9. Pre-Proposal Queries

9.1 The prospective Bidder, requiring any clarification on the RFP may notify the same in the form of query to IFCI latest **by 1700 hrs (IST) on December 17, 2015**. Queries can be sent to deepak.mishra@ifcilttd.com. IFCI would endeavor to respond to the queries at the earliest. Telephone: +91 11 26488309/ 41732104; Fax: +91 11 26230201.

10. Bid Security/ Performance Guarantee

10.1 The Financial Proposal should be accompanied by a Bid Security of Rs. 1,00,000/- (Rupees One Lakh Only) by way of a Demand Draft drawn on a scheduled commercial bank in favor of "IFCI Limited", payable at New Delhi.

10.2 The Bid Security shall be retained as Performance Guarantee of the successful Bidder for the entire period of the assignment and shall be refunded along with the final payment of fee on satisfactory completion of the assignment. The Bid Security of the remaining Bidders shall be refunded within 15 days from the selection of the Consultant. Proposal not accompanied by a valid Bid Security shall be rejected.

11. Authorized Signatory

11.1 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) is must be enclosed.

12. Last Date for submission of Proposals

12.1 The interested Bidders may submit their proposal in a sealed envelope superscribing on the envelope **"Assisting and Managing the Process of Disinvestment of IFCI's equity shareholding in IFIN - Proposal for Engagement of Consultant"** positively **by 1400 hrs (IST) on December 28, 2015** to:

The General Manager (Subsidiaries & Associates)
IFCI Limited
7th Floor, IFCI Tower
61, Nehru Place, New Delhi - 110 019

12.2 Proposals received after the due date and time shall not be accepted and returned un-opened.

13. Opening of Bids

13.1 The opening of the Technical Proposals shall take place at 17th Floor, IFCI Tower, 61, Nehru Place, New Delhi 110 019 **at 1500 hrs (IST)** in the presence of Bidders' representatives **on December 28, 2015**. The Financial Proposals shall be opened in the presence of Bidders' representatives who may be present at the appointed time and place, upon intimation by IFCI after completion of Technical Evaluation.

14. Evaluation Process & Criteria

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

14.1 Eligibility Criteria

14.1.1 The Bidders must satisfy the following eligibility criteria for the services they intend to provide as per ToR of the RFP, before submitting their proposals:

(i) The Bidder shall be any one of the following:

- a. Merchant Banker
- b. Financial Advisor
- c. Management Consultant
- d. Financial Institution/ Bank

(ii) The Bidder must have experience of 5 (five) years or more in consultancy services relating to disinvestment/ strategic sale and should have carried out atleast 3 (three) such assignments for India-based companies with transaction size of Rs 25 crore or more in the last 5 (five) years.

The Bidder's experience in merchant banking/consultancy assignments relating to private placements and Qualified Institutional Placements (QIPs) of equity may also be considered.

(iii) The Bidder must have average audited turnover of not less than Rs 10.00 crore (Rupees ten crore only) from consulting activities/ business in the last 3 (three) years, the latest financial year ending March 31, 2015. The Bidder must have average audited turnover of not less than Rs 10.00 crore (Rupees Ten Crore Only) from consulting activities/ business in the last 3 (three) years, the latest financial year ending March 31, 2015.

14.2 Evaluation of Proposals

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

14.2.2 Bidders fulfilling the Eligibility Criteria as specified at para 14.1 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 would be decided by IFCI prior to opening of Bids.

14.2.3 The Bidder securing a minimum of 65 technical points under the Technical Evaluation procedure shall be qualified and thereafter the Financial Proposals of such qualified Bidders shall be opened. Financial Proposals of the qualified Bidders 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.

14.2.4 The Bidder with the lowest price (L-1) with respect to the Success Fee percentage will be considered for being selected and appointed as Consultant for the proposed assignment.

14.2.5 The Bidders can submit proposals in consortium with other parties, however, the number of parties/partners in the consortium shall be limited to 2 (two) parties/partners. Details of experience and other credentials of both the consortium partners should be provided as part of the proposal for the purpose of Eligibility Criteria and Technical Evaluation as per RFP. The consortium partner who will act as the Lead Bidder should also be specified in the proposal.

15. Proposal Validity

15.1 The Technical and Financial Proposals must be valid for a period of 3 (three) months from the date of submission of Proposals.

16. Letter of Award

16.1 The Bidder selected as Consultant shall be issued a Letter of Appointment/ Award for being appointed as Consultant for the proposed assignment after completion of the bid evaluation and selection process, within 1 (one) week of the date of completion of evaluation process.

17. Contract Finalization

17.1 IFCI and the selected Bidder shall finalize the terms of Agreement/ Contract to be executed w.r.t. the assignment.

18. Undertaking by Bidder

18.1 The Bidders shall furnish the following Undertaking on a stamp paper of Rs 100/- (Rupees hundred only) as a part of their 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 sister concerns. It is further certified that there is no investigation pending against us or any of our sister concerns or the CEO, Directors/ Managers/ Employees or our concern or any of our sister concerns. It is certified that no conflict of interest exists as on date and in future if such a conflict of interest arises, we will intimate IFCI Limited of the same".

19. Sub-Contracting

19.1 The appointed Consultant may sub-contract work to other consultants for certain aspects of the work. However, the appointed Consultant shall be solely responsible for the final deliverables.

20. Conflict of Interest

20.1 The Consultant shall not engage, and shall cause their personnel as well as their sub-consultants and their personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this assignment. Further, the Consultant and any of their affiliates shall not get associated as Consultant/ Advisor or in any other capacity for this Transaction with any of the prospective bidders taking part in the bid process during the currency of this assignment.

21. Confidentiality

21.1 The Consultant 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 the end of a period of 3 years from the date of completion of the Transaction or termination of this Agreement, whichever is earlier

22. Fraud and Corrupt Practices

22.1 The Applicant 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.

22.2 In such an event, IFCI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed to genuine pre-estimated compensation and damages payable to IFCI for, *inter alia*, time, cost and effort of IFCI, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal/ Bid.

22.3 Without prejudice to the rights of IFCI under **Clause 22.1** hereinabove and the rights and remedies which IFCI may have under the LoA, if an Applicant or Consultant, as the case may be, 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 after the issue/acceptance of the LoA, such Applicant or Consultant 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 Applicant or Consultant, as the case may be, 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.

22.4 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/IFIN who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the LoA 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/IFIN, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue/acceptance of the LoA, as the case may be, any person in respect of any matter relating to the transaction or the LoA, who at any time has been or is a legal, financial or technical consultant/ adviser of IFCI in relation to any matter concerning the services rendered ;

(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 persons 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/IFIN with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

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

23. Other terms and conditions

- 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 to not to award the assignment to any of the bidders and may terminate the procurement process at any time without thereby incurring any liability.
- IFCI reserves the right to discontinue the services of the appointed Consultant 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 appointed Consultant at any point of time on account of force-majeure or unsatisfactory performance by the Consultant. In such eventuality, the Drop Dead Fee shall be payable to the Consultant. However, IFCI and the Consultant with mutual consent, instead of terminating the Agreement, can suspend the transaction for so long as the event amounting to force majeure continues.
- 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 serving a suitable letter by IFCI to all the Bidders who submit their Proposals.
- The decision of IFCI in regard to acceptance or non acceptance of the proposal will be final and binding on the bidders
- The corrigendum/addendum, if any will be uploaded on IFCI's website –ifcilttd.com.
- The Consultant 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 - ifcilttd.com.

24. Dispute Settlement

24.1 Disputes, if any, arising out of this contract/ agreement 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.

ANNEXURE - I

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

Date:

To,
The General Manager (Subsidiaries & Associates)
IFCI Limited, IFCI Tower
61, Nehru Place
New Delhi - 110 019

Ref: Request for Proposal dated December 11, 2015 inviting Technical Proposal for Engagement of Consultant

Sub: Engagement of Consultant for Advising and Managing the Process of Disinvestment of IFCI's equity shareholding in IFIN

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.

We hereby enclose a Demand Draft of Rs 5,000/- (Rupees Five Thousand Only) drawn in favor of "IFCI Limited" towards purchase of RFP Document.

We also enclose the Financial Proposal as per **Annexure II** of the RFP and a Demand Draft of Rs 1.00 lakh (Rupees One Lakh Only) drawn in favor of "IFCI Limited" towards Bid Security as per RFP.

Yours sincerely,

Signature
Name (Authorised Signatory)
For and on behalf of

.....

ANNEXURE - II

(FORMAT FOR FINANCIAL PROPOSAL)

FINANCIAL PROPOSAL

(On the letter head of the Bidder)

Date:

To,
The General Manager (Subsidiaries & Associates)
IFCI Limited, IFCI Tower
61, Nehru Place
New Delhi - 110 019

Ref: Request for Proposal dated December 11, 2015 inviting Financial Proposal for Engagement of Consultant

Sub: Engagement of Consultant for Advising and Managing the Process of Disinvestment of IFCI's equity shareholding in IFIN

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:

Success Fee: (%) (.....percent) of the total sale proceeds of the entire transaction leading to disinvestment of IFCI's equity shareholding in IFIN (as mentioned in RFP).

This offer is valid for a period of 3 (three) months days from the date of submission of Proposal.

Signature of Authorised Person

Name:

For and on behalf of

.....