

Dated: 14/01/2025



Expression of Interest Document

For

Empanelment of Business Partners for Business Opportunities in Consultancy

EOI No.: IFCI/EOI/NBG/2024-25/01

IFCI Ltd.
(A Govt. of India Undertaking)
IFCI Tower, 61 Nehru Place
New Delhi – 110019

1. Introduction

IFCI Ltd. (**IFCI**) is a Government of India Undertaking under the aegis of the Department of Financial Services, Ministry of Finance, GOI, primarily a Systematically Important Non-Deposit Taking Non-Banking Finance Company (NBFC-ND-SI). During its 75 years of existence, mega projects like Adani Mundra Ports, GMR Goa International Airport, Salasar Highways, NRSS Transmission, Raichur Power Corporation, to name a few, have been setup with financial assistance of IFCI.

IFCI also provides Government Advisory services and Corporate Advisory services. IFCI is appointed as a Project Management Agency (PMA) for various Production Linked Incentive (PLI) schemes launched under the aegis of "Atmanirbhar Bharat" by the Government of India. These schemes are aimed at boosting domestic manufacturing and to attract large investment in the identified sectors. IFCI is also the Verifying & Monitoring Agency for various capital subsidy schemes. Under Corporate Advisory, IFCI is offering Financial Advisory, ESG Advisory and other Project Advisory services to the Corporate & Government sector. IFCI is also the Nodal Agency for monitoring loans of Sugar Development Fund (SDF) since 1984.

IFCI group with its experienced in-house professionals, wide network and strong data base of industrial clients has gained rich and significant understanding of industrial and infrastructure eco system of the country. To further expand its footprint and leverage its strength in the Advisory opportunities present in the market in corporate sector, IFCI is looking for suitable business partners to undertake and execute various Advisory assignments under partnership-based model. This EOI is being floated to empanel suitable partners capable of addressing such business opportunities.

IFCI is planning to empanel partners with adequate consultancy experience in varied sectors to explore further business opportunities.

2. Important Dates

Date of EOI Upload	15.01.2025
Due Date & Time for EOI Submission	05.02.2025 up to 5 pm
Mode of Submission	Hard copy of the EOI should be submitted at IFCI Tower, 61, Nehru Place, New Delhi – 110 019
IFCI Contact Person	Ms. Priyanka Chaturvedi IFCI Tower, 61, Nehru Place, New Delhi – 110 019 Email: priyanka.chaturvedi@ifcilt.com Contact No.: 011-4173 2000

3. Scope of Work

The scope of work includes execution of consultancy assignments as per forthcoming business opportunities in the areas of specialization defined under **Annexure-I**. The complete assignment

scope, responsibilities and specifications will be as per the customer tender. The empanelled partner will be informed about the available opportunities. Their willingness to support IFCI for the specific customer requirement along with compliance and prices shall be submitted on case-to-case basis. Project specific MOU/ partnership agreements will be signed with the selected partner by IFCI.

4. Eligibility Criteria of Applicants

a.	<p>Company Profile: The Bidder must be a registered legal entity in India (Company incorporated/ registered in India under Companies Act 1956/ 2013/ Registered Partnership Firm/ Limited Liability Partnership (LLP) registered under Limited Liability Partnership Act 2008).</p>
b.	<p>(i) The Bidder should be in existence for at least 3 years. (ii) The Bidder shall have a minimum Net Worth of Rs.3 Crore at the end of the financial year i.e. FY 2023-24. (iii) The Bidder shall have a minimum average turnover of Rs.5 crore from Consultancy business in the last 3 years i.e. (Turnover for FY22 + FY23 + FY24)/3</p>
c.	<p>Projects Experience in the area of specialization/ interest The bidder shall have experience of executing at least 3 assignments, with an aggregate consultancy fee of at least Rs.50 Lakh, in the preferred area of interest during the last 5 years (w.e.f. April 2019), which should include experience with at least one government consultancy assignment (to be shared as per format at Annexure-II).</p>
d.	<p>Blacklisting Bidder or any of the promoters/ directors/ partner or member should not be blacklisted by the Central/ any other States/ Union Territories Government/ Quasi-Government/ Government Undertaking/ Banks/ Financial Institution or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade or for any other reasons or bad performance/ delayed delivery/ Bank NPA, CDR (Corporate Debt Restructuring), SDR (Special Debt Restructuring), S4A, NCLT or for any other defaulting reason as on date of issue of this EOI.</p>
e.	<p>Manpower The bidder must have at least 15 professionals on company payroll as on 31.12.2024. The bidder shall submit a list of Key Personnel with the required domain experience.</p>

5. Checklist of documents/ information to be submitted.

1.	Bidder Profile (as per Annexure III).
2.	Certificate of Incorporation/ Registration certificate issued by Registrar of Firms in case of Partnership firm/ Certificate of incorporation of LLP.

3.	Audited financial statements for three years [FY22, FY23, & FY24] and provisional financials (self-certified) for 6 months ending September 30, 2024.
4.	Net Worth Certificate & Turnover Certificate signed by the Statutory Auditors/ Auditor (as applicable as per the Companies Act/ extant Act).
5.	Domain applied for/ area of specialization interested in (as per the Annexure-I) <i>Bidder may indicate interest in more than one area of specialization also.</i>
6.	Supporting documents in the Field of Expertise as in Annexure I: <ul style="list-style-type: none"> ▪ Project Wise Work Experience to be given (as per as Annexure-II). ▪ Work Order & Successful completion certificate from client or CA certified proof of receipt of payment shall be submitted for proof of experience. ▪ In the case of ongoing projects, a Phase completion certificate from customer to indicate the status of completion or a CA certified proof of receipt of part payment is to be submitted. <i>In case of any wrong information submitted by the bidder, the bid will be rejected.</i>
7.	Undertaking on bidder's letter head (as per Annexure-IV)
8.	List of Key Personnel with the required domain experience duly signed by HR Head/ authorized signatory (on company Letterhead) as per clause 4(h).
9.	GST Registration Certificate.
10.	Copy of PAN Card (attested by the authorized officer).
11.	CIN (Corporate Identity Number), LLPIN Number, as applicable.
12.	Valid Power of Attorney on Rs.100/- Stamp Paper along with board resolution for authorizing the person signing the bid for this EOI in case of company/ authorized partner in case of LLP or partnership firm.

Terms & Conditions of Empanelment:

- a) IFCI intends to shortlist a panel of business partners who possess the requisite qualifications and are experienced to execute the projects in their area of specialization. These empanelled partners would be technically and commercially qualified in different areas who will be requested to offer the competitive commercial bids as per their Financial and Technical Capacity and capability, as and when the business opportunity so arises.
- b) Empanelment is for individual companies/ firms and no consortium empanelment will be considered.
- c) The empanelled partner, who has partnered with IFCI for a particular tender/ project shall not partner with any other lead bidder for the same tender/ project or address the tender/ project on its own.

Process of Evaluation:

1. All the bids will be scrutinized for turnover and experience. The work order copies/ experience certificates submitted by the bidders will be cross verified with the issuing authorities/ clients.
2. For each business opportunity, empanelled partners will be asked to submit their response along with their credentials, which will be verified. Partner will be selected on the basis of their credentials and the financial bid submitted for specific assignment. IFCI's decision in this regard shall be final.
3. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
4. Conditional offers are liable for rejection.
5. IFCI will not consider any or all of the bids if they are not meeting EOI eligibility criteria requirements.
6. The EOI may be cancelled by IFCI at any point of time without assigning any reason.
7. Any company/ firm, which is interested and meets the eligibility conditions may submit its proposal in physical form at IFCI Tower, 61, Nehru Place on or before the last date of submission mentioned in this EOI. IFCI will examine the proposal and decide on case-to-case basis, the request for empanelment. IFCI would, however, reserve the right of periodic review of the entire policy or any elements thereof based on its business needs.
8. Submission of EOI does not in any way guarantee empanelment to any Applicant.
9. Nothing in this EOI would restrict IFCI to invite separate bids and offers for any advisory services. This EOI is only to facilitate a method of business and would not be restrictive in any manner to IFCI or any of its associates to do business.
10. IFCI may at its discretion reject any offers received for empanelment without assigning any reasons.
11. This EOI will be available on IFCI's website: "<http://www.ifcilttd.com/>" under its Tender/ EOI Section.

Other Terms and conditions:

1. Confidentiality:

All documents, data, associated correspondence, or other information furnished by or on behalf of IFCI/ client to the partner, in connection with the assignment, whether such information has been furnished before, during or following completion or termination of the assignment are confidential.

2. Indemnity:

The empanelled partner is to indemnify IFCI from any claims/ penalties/ statutory charges, liquidated damages, with legal expenses etc as charged by the customer. Liquidated damages/ Penalties incurred on account of delay in completion of deliverable attributable to the partner shall

be borne by the partner. All terms and conditions of the customer tender/ work order (including payment terms) will be applicable to the empanelled partner on back-to-back basis without affecting the margin of IFCI.

3. Arbitration:

- In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the partner in any manner touching upon the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitrator appointed by IFCI.
- The award of the arbitrator shall be binding upon the parties to the dispute.
- Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
- Work under the contract shall be continued during the arbitration proceedings.
- Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit (if any), penalty as may be decided by IFCI and future blacklisting of the contractor.

4. Intellectual Property Rights:

All deliverable, outputs, reports and other documents and software submitted by the partner under this contract shall become and remain the property of IFCI and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without IFCI's prior written consent.

5. Language of offers:

The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.

6. Cost of EOI:

The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by IFCI. IFCI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.

7. IFCI's Right to accept any bid and to reject any or all bids or to cancel the EOI:

IFCI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

8. Amendment of EOI:

At any time prior to the last date for receipt of offers, IFCI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, IFCI may, at their discretion, extend the last date for the receipt of offers and/ or make other changes in the requirements set out in the Invitation for EOI.

9. Notification of Empanelment:

- a) IFCI shall notify the successful applicant in writing that its application has been accepted.
- b) The applicant shall acknowledge in writing, receipt of the notification of empanelment and shall send his acceptance within seven (7) days of receiving the notification. Failure to abide by this, may lead to termination of the empanelment.

10. Period of Empanelment:

- a) The validity period of empanelment will be 3 years from the date of Letter of Intent issued to the firm.
- b) The period of empanelment may be extended year on year basis as mutually agreed between IFCI and the empanelled partner. IFCI will review the performances of the empanelled partners on half-yearly/ yearly basis taking into account the market potential and development.

11. Cancellation of Letter of Empanelment:

- a) Empanelment can also be cancelled in case any fraud is reported regarding the firm.
- b) Empanelment may also be terminated pre-maturely on mutual agreement with the empanelled firm.
- c) If the empanelled partner is blacklisted by any PSU/ State or central government department/ ministries etc., during the currency of the empanelment period, the empanelment shall be terminated by IFCI. The partner is expected to immediately inform IFCI regarding its blacklisting as per above for necessary action.
- d) IFCI may at any time terminate the contract by giving written notice to the partner, without compensation to the partner, if the partner becomes bankrupt or otherwise insolvent as declared by the competent court; provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to IFCI.

12. Non-Disclosure Agreement:

The selected partners shall be required to sign Non-Disclosure Agreement (NDA) on case-to-case basis for the various business opportunities/ tenders.

13. Bid Security and Performance Security:

The EMD/ bid security/ performance security shall be taken from the empanelled bidder on case-to-case basis for the various business opportunities/ tenders.

14. Disclaimer:

IFCI and/ or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of IFCI and/or any of its officers, employees.

Annexure-I

Area of Specialization

- a) Monitoring and Impact Evaluation
- b) Project Management Services/ Project Management Agency/ Project Management Unit
- c) Transaction Advisory
- d) Merchant Banking Services
- e) Fund-raising and Syndication (Debt, Equity and Structured Products)
- f) Strategy and Management Consultancy
- g) IT Consultancy
- h) DPR Preparation
- i) ESG Advisory
- j) Legal Advisory
- k) Any other specific services

Annexure-II**Work Experience Details – Assignment-Wise (along with supporting documents like work order/Invoice/completion details etc.)**

1.	Name of the Assignment	
2.	Client Name & Contact Details	
3.	Work Order No & Date	
4.	Completion Date	
5.	Role of bidder	
6.	Value of the Assignment	
7.	Brief Description of the Assignment	

Annexure-III**Bidders Profile**

1.	Name and address of the Bidder	
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, E- mail and Web site)	
3.	Area of business	
4.	Annual Turnover for last 3 financial years (Rs in Cr)	
5.	Consultancy Turnover for last 3 financial years (Rs in Cr)	
6.	Net Worth as on 31.03.2024	
7.	Date of Incorporation	
8.	GST Registration number	
9.	PAN Number	
10.	CIN Number/LLPIN/Date of registration, as applicable	
11.	Number of manpower in company's rolls	
12.	Indicate the area of specialization interested in (as per the Annexure-I)	
13.	Work Experience details:	

Undertakings (To be in Bidder's Letter Head)

M/s..... do here by undertake the following:

1. neither us nor any of our promoters/ directors/ partner or member is blacklisted by the Central/ any other States/ Union Territories Government/ Quasi-Government/ Government Undertaking/ Banks/ Financial Institution or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade or for any other reasons or bad performance/ delayed delivery/ Bank NPA, CDR (Corporate Debt Restructuring), SDR (Special Debt Restructuring), S4A, NCLT or for any other defaulting reason as on date of issue of this EOI.
2. to work with IFCI as per this EOI and Customer Tender terms and conditions. Also, we agree to implement the project (scope of work as per Tender terms and conditions) in the event of IFCI winning the contract on back-to-back basis.
3. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
4. to sign MoU/ Partnership Agreement, Integrity Pact with IFCI for addressing the customer tender as per customer's tender terms and conditions.
5. to indemnify IFCI from any claims/ penalties/ statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.
6. to comply with all relevant statutory/ regulatory guidelines issued by GOI as applicable.