



IIFCL Asset Management Company Limited (IAMCL)
5th Floor, Plate A, Office Block 2, NBCC Tower, Kidwai Nagar (East), New Delhi 110023
Phone: 91 - 11 - 24665900-10
Website: www.iifclmf.com

NOTICE INVITING TENDER (NIT)
Tender Number: IAMCL/CONSULTANT/2020-21

**TENDER FOR APPOINTMENT OF INDEPENDENT CONSULTANT FOR
INFRASTRUCTURE PROJECTS FINANCED BY IAMCL**

IIFCL Asset Management Company Ltd (IAMCL) is the wholly owned subsidiary of M/s India Infrastructure Finance Company Limited (IIFCL). IIFCL had chosen the SEBI Regulated mutual fund route and incorporated IIFCL Asset Management Company Ltd. (IAMCL) in March 2012 to manage the funds. Principal Business Activity of IAMCL is Fund Management of IIFCL Mutual Fund (IDF).

For further details about IAMCL, bidders may visit its website (www.iifclmf.com).

IAMCL hereby invites open online tenders in two bid system from experienced & eligible bidders for appointment as independent consultant for evaluation & implementation of resolution plan for two infrastructure projects financed by IAMCL. The two stage bid system will include selection of the bidder at Stage I, who will meet the Technical eligibility criteria mentioned in the tender documents and thereupon, at Stage II, financial quotation received from all technically successful bidders will be evaluated and thereafter, selection will be made by IAMCL.

1	E-Tender No.	IAMCL/CONSULTANT/2021-22 DATED 05.03.2021
2	Name of Work	Tender for appointment of Independent Consultant for infrastructure projects financed by IAMCL
3	Brief Scope of Work	Consultant for evaluation & implementation of resolution plan for two infrastructure projects financed by IAMCL.
4	Detailed Scope of Work	<p>The "Independent Consultant" to be engaged will perform all studies and analysis, undertake field services/investigations, if required, and evaluate necessary documents/reports.</p> <p>i. <u>Review of Debt Profile:</u> Review of the existing debt profile & restructuring plan submitted by the</p>

		<p>company and evaluate & implement strategy for the resolution. Engaging stakeholders for formulating a strategy for the resolution in line with the fulfilment of compliances as prescribed under extant regulatory guidelines.</p> <p>ii. <u>Analysis of options under extant regulatory guidelines:</u> The Consultant shall evaluate options available with lender under extant regulatory guidelines and assist lender in determining way forward and present the feasibility, cost benefit analysis and applicability along with the probable outcome of the action taking into the consideration of best interest of IAMCL.</p> <p>iii. <u>Evaluation of Resolution Plan:</u> Evaluation of resolution plan in line with extant regulatory guidelines after evaluating options under clause ii above. This will include evaluation of financial model for various options based on information obtained from the borrower, lenders and various past reports, prior loan documents etc., to evaluate Resolution Plan.</p> <p>The Consultant shall also co-ordinate with other Consultants like Legal Counsel and other lenders, etc. as may be required for evaluation & implementation of Resolution Plan.</p> <p>iv. Confirmation of the Resolution Plan w.r.t prevailing Company's Law, SEBI regulations, RBI regulations, etc.</p> <p>v. Estimation of provisioning requirement under SEBI norms for IAMCL, wherever applicable.</p> <p>vi. Assistance in framing terms and conditions, Drafting and Vetting of legal documents for the resolution plan.</p> <p>vii. Advising and assisting the issuer and IAMCL in obtaining approvals, as may be required, from various regulatory bodies/authorities for implementation of resolution plan.</p> <p>viii. <u>Preparation of Information Memorandum (IM):</u> The above activities would culminate in preparation of the Information Memorandum/Reports etc., which would present the analysis on financial viability of the Resolution Plan. Information Memorandum/Report will also elaborate on the activities required for Transaction and will assist concerned stakeholders in fulfilment of their respective compliance requirements.</p>
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		<p>ix. <u>Approval of Resolution Plan by Lenders:</u> The Consultant will make presentations to other lenders and explain in details the Resolution Plan to seek their approval for the same. Consultant shall assist in addressing the concerns of lenders and will carry out modifications in the Resolution Plan as required.</p> <p>x. <u>Assistance in Documentation and Implementation of Resolution Plan:</u> Consultant, post approval of Resolution Plan by lenders, will draft and assist in documentation of the Resolution Plan & implementation of Resolution Plan.</p> <p>xi. Ancillary related work arising during running of the process.</p> <p>The Scope of Work is indicative in nature and shall include any other requirement as decided by IAMCL towards closure of Resolution Plan.</p>
5	Completion Period	Till the implementation of resolution plan (<i>first implementation date</i>)
6	Earnest Money Deposit by Bidders	Rs. 10,000/- (Rupees Ten Thousand Only) in the form of RTGS/NEFT - Account Name - IIFCL Asset Management Company Limited) Bank - IDBI Bank A/c No. - 011102000075767 IFSC - IBKL0000011 UTR No. to be mentioned in the Bid mandatorily
7	Cost of Online Tender Document (Non-refundable)	Nil
8	E Tendering Processing Fee (non-refundable)	As applicable at the TENDERWIZARD Platform
9	Availability of the tender	The tender document can be downloaded from the website www.tenderwizard.com/IAMCL and www.iifcmf.com and on CPP Portal of Government of India
10	Validity of Tender	Till the last date and time of submission of application
11	Eligibility Criteria	<p>1. Work Experience:</p> <p>a. A <i>Minimum of 05 years in the Consultancy space</i> computed from date of incorporation of the Bidder till Bid due date.</p> <p>b. Experience in Resolutions/ Restructuring Plans- Experience of past / ongoing consultancy assignments for Lenders towards Restructuring/resolution plans. Bidders shall have experience of <i>at least 1 project consultancy work related to Infrastructure restructuring projects/resolution plans in each year in past 3 years.</i></p>

		<p>c. Experience in <i>restructuring consultancy</i> in MF/Banking/NBFC/Insurance sector in <i>past 3 years</i>.</p> <p>d. Experience of Key Managerial Personnel – Total work experience of minimum 10 years and minimum 3 years in restructuring projects/resolution plans</p> <p>2. Turnover: Minimum average annual turnover (over last 3 Financial years) of INR 1.00 Crore from consultancy business. The requisite turnover shall be certified by a Chartered Accountant with his seal/signatures and registration number.</p> <p>3. Applicant description – The applicant shall be a reputed firm with requisite experience based out of New Delhi.</p> <p>4. Solvency: Bank Solvency Certificate no less than 6 months old issued by a Commercial Bank.</p> <p>5. The Bidder should not have incurred any loss in more than two years during available last five consecutive balance sheets. Certificate on Letter head of the firm/company for not having incurred loss/es in more than 2 years during available last five consecutive Balance Sheets.</p> <p>6. The bidders are required to upload and submit page of summarized Balance Sheet (Audited) and also page of summarized Profit & Loss Account (Audited) for last three years.</p> <p>7. The bidder who fail to submit hard copies of above certificate/documents and in their technical bid shall not be eligible for opening of their Price Bids and their online tender will be rejected.</p> <p>8. The intending tenderer must read the terms and conditions of IAMCL carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required. Information and instructions for Tenderer posted on website(s) shall form part of online Tender Document.</p> <p>9. Bidders to submit a self-declaration by authorised personnel or an affidavit attested from a Notary, by authorised signatory of the bidding company</p>
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		<p>certifying that the company has never been banned or blacklisted by the central/state govt. and central/state PSUs to do business with Government Department.</p> <p>10. The bidders who fail to submit the copies of the above certificate in their technical bid shall not be eligible for opening of their financial bids and online tender will be rejected.</p>
12	Last Date & Time of submission of Technical Bid	19th March 2021 (2 P.M.)
13	Date & Time of Opening of Technical Bids	19th March 2021 (4:30 P.M.)
14	Date and Time of Presentations by technical criteria qualified bidders	22nd March 2021 (11 A.M. onwards)
15	Date & Time of Opening of Financial Bids	22nd March 2021 (5 P.M.)
	E-Tender Helpdesk	<p>Contact Person: <i>(On working days, Monday to Friday 10 AM to 6 PM)</i> Mr. Pushpraj Mob- 7503347659 Email - helpdesk1007@etenderwizard.com Mr. Kushal Bose Mob - 9674758719 Email - helpdesk857@etenderwizrd.com</p>

1. **Set of Contract/Online Tender Documents:** The following documents will constitute set of online tender documents:
- Notice Inviting E-Tender
 - Integrity Pact and Indemnity Pact
 - Non-Disclosure Agreement
 - Acceptance of Tender Conditions (**Annexure-I**) of NIT
 - Self-Declaration/ Affidavit as per NIT (**Annexure-II**)
 - Technical Bid Evaluation Process (**Annexure-III**)
 - Single quote financial bid in INR exclusive of GST

Further following document along with the duly completed documents downloaded as per details will be submitted before last date of submitting the bids.

- EMD
- Solvency Certificate
- Copy of PAN Card & GST Certificate
- Average Annual Financial Turnover details (As per actual Balance Sheet) (Form A)
- Net Worth Details (Form B)

- f) Details of Work Experience Certificate (Form-C)
 - g) Summarized Balance Sheet and Profit & Loss Accounts for the last three years as per NIT.
 - h) Bidders Bank Details Form
 - i) Addendum/Corrigendum, if any duly signed by authorized person
2. The tenderers are required to quote strictly as per terms and conditions, specifications, standard given in the online tender documents and not to stipulate any deviations.
 3. The bidders are advised to submit complete details with their bids as Technical Bid Evaluation will be done on the basis of documents submitted by the bidders with the bids. The information should be submitted in the prescribed Performa. Bids with Incomplete/Ambiguous information will be rejected.
 4. The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids so as to avoid problems which the bidders may face in submission at last moment/during rush hour.
 5. If the bidders/Bidders is found ineligible after opening of tenders, his tender shall become invalid and cost of tender document and processing fee shall not be refunded.
 6. Notwithstanding anything stated above, IAMCL reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the overall interest of IAMCL. In case, tenderer's capabilities and capacities are not found satisfactory, IAMCL reserves the right to reject the tender.

7. Stages of Payment:-

The format for payment of fee shall be as per the following milestones:

Sr. No.	Stage of Payment	Percentage (%) of fee will be paid
1	On evaluation & submission of draft Information Memorandum and Financial model (various models) to IAMCL - Within 2 weeks of submission of resolution plan by the companies	20% of Lumpsum Fees*
2	On finalization of Resolution Plan and acceptance by IAMCL.	30% of Lumpsum Fees
3	On documentation of Resolution Plan.	20% of Lumpsum Fees
4.	On implementation of Resolution Plan (First Implementation Date)	30% of Lumpsum Fees

*Lumpsum fees inclusive of out of pocket expenses but exclusive of applicable taxes and duties.

8. **Abandonment of Work:** If the Bidder abandon the work for any reason whatsoever or become incapacitated from acting as Bidder, IAMCL may make full use of all or any of the works undertaken by the Bidder and that the Bidder shall be liable to refund

any fees paid to them up to that date plus such damages as may be assessed by IAMCL and security deposited will be forfeited.

9. **Security Deposit** - The Successful Bidder on receipt of a letter of appointment from IAMCL shall furnish a bank guarantee, by way of security deposit, equivalent to 10% (ten per cent) of the total contract value/bid value, within 5 (five) days from letter of award. The amount of EMD may be reduced from the performance guarantee amount.
10. **Earnest Money Deposit:** Earnest Money Deposit of amount as mentioned in "Notice of Tender" required to be submitted along with financial bid by bidders/Bidder by RTGS/NEFT Account Name - IIFCL Asset Management Company Limited Bank - IDBI Bank A/c No. - 011102000075767 IFSC - IBKL0000011. UTR No. to be mentioned in the Bid mandatorily.
11. The EMD shall be payable to IAMCL without any condition(s), recourse or reservations.
 - i. The EMD of bidders other than successful bidder will be returned within 30 days, after opening of Financial Bid.
 - ii. The EMD of the successful bidder will be adjusted in the security deposit.
 - iii. No interest shall be paid by IAMCL on the EMD/Security Deposit.
 - iv. The EMD shall be forfeited:
 - a. if a bidder withdraws the bid after bid opening during the period of validity;
 - b. If, any unilateral revision in the offer is made by the tenderer during the validity of the offer.
 - c. Upon non-acceptance of LOI/LOA, if and when placed
 - d. In the case of a successful bidder; if the bidders fails to accept the work order within 5 days from the date of issue of work order.
12. Canvassing in connection with the tender are strictly prohibited.
13. The successful bidder has to submit the KYC documents as per KYC policy of IAMCL.
14. The successful bidder shall execute Non-Disclosure Agreement with IAMCL.
15. The successful bidder shall submit the self-certified details for bidding purpose against the supporting documents required as per the tender document.
16. In case of any query with respect to tender document, please contact Ms. Deepti Jha (Manager), IAMCL, Landline No (+91)-11-24665921 and Shri Rajeev Raj (Fund Manager), IAMCL, Landline No (+91)-11-24665902 during the office hours.
17. IAMCL reserves the right to accept or reject any/all the quotations without assigning any reason whatsoever.
18. IAMCL reserves the rights to cancel the complete tender process at any stage without assigning any reason for the same.

19. This RFP should not be treated as a commercial tender document and Applicant are advised not to offer any price or include any financial aspect with their response. This RFP does not constitute and will not be deemed to constitute any commitment or Confirmation on part of IAMCL for any work to the Applicant'(s).
20. Applicants shortlisted for appointment in the aforesaid RFP shall be issued letter of appointment by IAMCL.
21. The Applicant shall bear all costs associated with the preparation and submission of its response to this RFP, including cost of Demo/Presentation for the purpose of clarification of the offer, if so desired by IAMCL. IAMCL will in no case be responsible for these costs, regardless of the conduct or outcome of the RFP process.
22. Procurement Policy on Micro and Small Enterprises (MSEs):
- IAMCL follows the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.
 - The MSEs under the above provisions would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD).
 - Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as per the provisions of the above policy.

22. Jurisdiction:

Parties agree that governing law shall be Indian Law and courts of New Delhi shall have exclusive Jurisdiction over the matter.

23. **Force Majeure:** "In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely IAMCL and Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts."

24. **Dispute Resolution:** "If any dispute (s) or difference(s) of any kind whatsoever arise(s) between the Parties, the Parties shall resolve dispute through arbitration proceedings in accordance with the prevailing Arbitration and Conciliation Act 1996 and Laws of India as amended or enacted from time to time. The venue of the arbitration shall be New Delhi, India. The fee and other charges of Arbitrator shall be

determined by the arbitrator in terms of the Act and shall be shared equally between the parties.

The arbitrator will give the speaking and reasoned award. Notwithstanding any reference to Arbitration, the parties shall continue to perform their respective work/obligation under the contract."

25. Indemnity and Limitation of Liability: "The Consultant shall keep IAMCL indemnified from and against any and all claims, actions, demands and proceedings whatsoever brought or made against IAMCL arising from any method or process employed or matter or thing done to or in connection with any work executed by or caused to be executed by under this Project and at their own risk and expense."

26. "The Consultant shall not be liable in any manner whatsoever for the actions/inactions of the other consultant appointed by IAMCL. The Consultant shall act as an independent contractor and any obligation of the Consultant under this Contract shall be several (and not joint or joint and several with any other Consultants /Advisors)"

INTEGRITY PACT

Between

IIFCL Asset Management Company Limited (IAMCL) hereinafter referred to as

"The Principal",

And

----- **(Agency/firm) hereinafter referred to as "The
Bidder/Contractor"**

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness I transparency in its relations with its Bidder(s).

Section 1 -Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

- (2.) If the Principal obtains information on the conduct of any or its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in, this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 -Commitments of the Bidder(s)/ contractor(s)

- (1) The Bidder(s) Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to Obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use Improperly, (or purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained Of transmitted electronically.
- d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the - Guidelines on Indian Agents of Foreign Suppliers-shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

- e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) Contractor(S) will not instigate third persons to commit offences outlined above or be and accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility' in question, the Principal, at its sole discretion, is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process.

Section 4-Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EMD)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Consultant(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.
- (2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the consultant, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

Section 5-Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company In any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process

Section 6- Equal treatment of all Bidders

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidders

If the Principal obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of a Bidder, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the contractor in 24 months after the last payment under the contract.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged /determined by CEO of IAMCL.

Section 9- Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the bidders/contractors is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Central Vigilance Commission (CVC) has appointed an Independent External Monitors (IEMs) for adoption and implementation of Integrity Pact (IP) at IIFCL and will have access to all contract documents, as applicable.

(For & On behalf of the Principal)

(For & On behalf of the Bidder/Contractor)

(Office Seal)

(Office Seal)

Place_____

Date_____

Witness 1:-

(Name & Address)

Witness 2:-

(Name & Address)

Indemnity Pact INDEMNIFICATION

The Bidder shall indemnify IAMCL, and shall always keep indemnified and hold IAMCL, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against IAMCL as a result of:

- IAMCL's authorized/ bona fide use of the deliverables and /or the services provided by the Bidder under this RFP; and/or
- An act or omission of the Bidder and/or its employees, in performance of the obligations under this RFP; and/or
- Claims made by employees who are deployed by the applicant, against IAMCL; and/or Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees
- Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- Any or all deliverables or services infringing any patent, trademarks, copyrights or such other intellectual property rights; and/or
- Breach of confidentiality obligations of the Bidder contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Bidder or its employees.

Annexure-I:-ACCEPTANCE OF TENDER CONDITIONS

From: (On the letter head of the firm/company by the authorized officer having power of attorney)

The Fund Manager
IIFCL Asset Manager Company Ltd
5th Floor, Office Block 2, Plate-A
NBCC Tower, Kidwai Nagar (East),
New Delhi-110023

Sub: Tender for appointment of Independent Consultant for infrastructure project financed by IAMCL

Sir,

- i) This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- ii) I/we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.
- iii) I/We have viewed and read the terms and conditions of this Tender Document carefully. I/We have downloaded the following documents forming part of the tender document:
 - a) Notice Inviting E-Tender
 - b) Integrity Pact and Indemnity Pact
 - c) Non-Disclosure Agreement
 - d) Acceptance of Tender Conditions (**Annexure-I**) of Notice inviting tender
 - e) Self-Declaration/ Affidavit as per Notice inviting tender (**Annexure-II**)
 - f) Technical Bid Evaluation Process (**Annexure-III**)
 - g) Single quote financial bid in INR exclusive of GST

I/We further attach the following document along with the duly completed documents downloaded as per details above.

- a) Solvency Certificate
- b) PAN Card copy/ GST Registration certificate
- c) Average Annual Financial Turnover details (As per actual Balance Sheet) (Form A)
- d) Net worth Details (Form B)
- e) Certificate on Letter head of the firm/company for not having incurred loss/es in more than 2 years during available last five consecutive Balance Sheets
- f) Details of Work Experience Certificates (Form-C)
- g) Summarized Balance Sheet and Profit and Loss accounts for the last three years as per NIT

- h) Bidder's Bank Details Form
- h) Addendum/Corrigendum, if any duly signed by authorized person
- iv) I/we am/are submitting cost of tender document, EMD, e-Tender Processing Fee and other documents as per Notice Inviting tender as described in NIT.
- v) Should this tender be accepted, I/We agree to abide by and fulfil all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay IAMCL, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.
- vi) If I/we fail to commence the work within 5 days of the date of issue of Letter of Award/Work Order, I/we agree that IAMCL shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Award and to forfeit the said earnest money as specified above.

Yours faithfully,
(Signature of the tenderer
with rubber stamp)

Dated :

Annexure -II AFFIDAVIT

**(To be submitted in original by bidder on non-judicial stamp paper of Rs. 100/-
(Rupees Hundred only) duly attached by Notary Public)**

(To be submitted in Envelop-1)

Affidavit of Mr.....S/o R/o

.....

I, the deponent above named do hereby solemnly affirm and declare as under:

- 1 That I am the Proprietor/Authorized signatory of M/s having its Head Office/Regd. Office at
.....
- 2 That the information/documents/Experience certificates submitted by M/s..... along with the tender for (Name of work)..... to IIFCL Asset Management Company Limited (IAMCL) are genuine and true and nothing has been concealed.
3. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, IAMCL at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
4. I hereby confirm that our firm/company is not blacklisted/barred/banned from tendering by the Central/State Government and Central/State PSUs to do business with Government Departments/Enterprises/companies. If this information is found incorrect, IIFCL Asset Management Company Limited (IAMCL) at its discretion may disqualify / reject / terminate the bid/contract.
5. The person who has signed the tender documents is our authorized representative. The M/s is responsible for all of his acts and omissions in the tender.

I the Proprietor / Authorized signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

Annexure III

TECHNICAL BID EVALUATION PROCESS

The Technical Criteria shall be based on the following parameters:

TECHNICAL CRITERIA

S. No.	Criteria & Scoring	Maximum Marks
1	Relevant experience of the Bidder for the assignment	70
	Total	70

Note:

- Bidders shall have to score a minimum of 60 marks and adhere to all the mandatory requirements (as mentioned below) for presentation.
- Relevant Experience of the Bidder for the assignment

S. No.	Criteria & Scoring	Maximum Marks
1	Year of Establishment of the Bidder: <i>A Minimum of 05 years in the Consultancy space computed from date of incorporation of the Bidder till Bid due date.</i>	10
2	Average Annual Turnover: Minimum average annual turnover (over last 3 Financial years) of INR 1 Crore from consultancy business.	10
3	Experience in Resolutions/ Restructuring Plans- Experience in <i>restructuring consultancy in MF/Banking/NBFC/Insurance sector in past 3 years.</i> Experience of past / ongoing consultancy assignments for Lenders towards Restructuring/resolution plans. Bidders shall have experience of <i>at least 1 nos. of Infrastructure restructuring projects/resolution plans in each year in past 3 years.</i> Scoring: For 3 nos. of infrastructure restructuring projects/resolution plans in each year in past 3 years, bidders will get 30 marks. For any additional project, Bidder shall get 2 additional marks thereafter subject to the maximum of 10 marks.	40
5	Experience of Key Managerial Personnel – Total work experience of minimum 10 years and minimum 3 years in restructuring projects/resolution plans	10
	Total	70

PRESENTATION

The successful bidder in technical criteria, i.e., bidder scoring a minimum of 60 marks and adhering to all the mandatory requirements will be eligible for presentation.

PRESENTATION CRITERIA

1	Quality of Approach and Methodology Presentation required to be made at a suitable time as mentioned in notice inviting tender	30
	Total	30

TECHNICAL BID EVALUATION PROCESS

The minimum eligibility criteria for consideration of financial bids shall be achievement of 60% marks in the Technical criteria and Presentation, i.e. at least 60 marks out of 100 (Maximum Marks of Technical Criteria and Presentation).

Form A

Average Annual Financial Turnover details (As per actual Balance Sheet)

S. No.	Financial Year	Total Turnover (In Rs.)
1	FY2017-18	
2	FY2018-19	
3	FY2019-20	

Form B **Net Worth**

Total Net Worth as on 31.03.2020:- _____
(In ₹)

Certificate(s) from Chartered Accountant/statutory auditors specifying the net worth of the Applicant(s), as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this clause. For the purpose of this pre-qualification, net worth (the "Net Worth") shall mean the sum of capital (paid up capital in case of companies) and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders (in case of companies).



Form C
Details of Work Experience Certificates

S.No	Financial Year	Work Undertaken	Name of the Project/ SPV	Duration of the Work Undertaken	Total Cost of the Project



BIDDER BANK DETAILS FORM

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

Name of Bidder:

Address:

City

Pin code

E-mail id:

Phone No. with STD code:

Mobile No.:

Permanent Account Number

MSE Registration / CA Certificate (if applicable):

Particulars of Bank account:

Beneficiary Name			
Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
Account Type			
Account No. (as appearing in Cheque Book)			
(Code number appearing on the MICR1 cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE	For RTGS transfer		For NEFT transfer



I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold IIFCL Asset Management Company Limited (IAMCL) responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RBI RTGS/NEFT.

Place:

Date:

Signature of Authorized Signatory

Certified that particulars furnished above are correct as per our records.

Bank's stamp:

Date:

(Signature of the Authorized Official from the Banks)

N.B.: RTGS/NEFT charges if any, is to be borne by the party

1, 2: Note on IFSC / MICR

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.



*FINANCIAL BID FOR APPOINTMENT OF INDEPENDENT CONSULTANT FOR
INFRASTRUCTURE PROJECT FINANCED BY IAMCL*

Ref. No. and Date

Name & Address (The sender)

To,

*The Fund Manager
IIFCL Asset Management Company Limited
Plate A, Tower 2, 5th Floor
NBCC Tower, East Kidwai
Nagar Delhi – 110 023*

Dear Sir/Madam,

- We hereby agree for the assignment as per the scope defined in the Invitation.*
- We have understood the terms and conditions laid down by you in the bidding documents and are fully aware of the nature of services required.*
- We hereby quote price in Indian Rupees on firm price basis inclusive of everything (excluding taxes) for the entire scope of work as specified in the Invitation as :*

In (Figures) (Rs.

In (Words) (Rupees *only)*

- We declare that the above quoted price is firm and shall remain valid for the entire period of the assignment. We further declare that the above quoted price is all inclusive (excluding taxes) payable by us under this assignment.*



We further agree that the quoted prices shall be deemed to cover for the full scope as aforesaid.

- We further understand that where there are discrepancies between amounts stated in figures and words, the amount stated in words shall prevail.*
- We hereby confirm that any Goods & Service Tax, Income Tax, surcharge or any other tax as attracted under the law, we agree to pay the same to the concerned authorities.*
- We declare that the services will be rendered strictly in accordance with the Invitation.*
- We confirm that in case our bid is accepted then the work would be taken up immediately and the work will be completed in time.*
- We confirm that the bank details required by IIFCL Asset Management Company Limited (IAMCL) to release payment through electronic fund transfer system, has been furnished by us.*

Date

Signature

Place

Name

Person to be contacted

Designation

Common seal

FAX NO.

Tel No.

Mobile No.

E-mail



CONFIDENTIALITY - CUM - NON DISCLOSURE AGREEMENT

This Confidentiality –cum - Non Disclosure Agreement is entered into at New Delhi on this _____ day of, 20XX, between IIFCL ASSET MANAGEMENT COMPANY LIMITED, having its Registered Office at (hereinafter called the “Employer”) and Ltd. having its Registered Office at (hereinafter called the “Bidder”).

The employer is a Company registered under Companies Act, 1956.

The bidder inter-alia, engaged in the business of And whereas the Client has selected the Bidder through the bidding process for as defined in this Contract (hereinafter called the “Services”);

The bidder and the client would be having discussions and meetings during execution of the assignment of as per Contract dated _____, 20XX (hereinafter referred to as ‘Contract’). In the course of such discussions and execution of the said assignment, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the ‘Disclosing Party’ and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the, ‘Recipient’, and will include its affiliates and subsidiaries.

Now this Agreement witnessed: -

1. **Proprietary Information:** As used in this Agreement, the term ‘Proprietary Information’ shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or

officers of the Recipient to whom such disclosure was made.

2. Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.
- b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

3. Non-Disclosure of Proprietary Information: For the period during the Agreement or its renewal, the Recipient will:

- (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
- (c) Limit disclosure of Proprietary Information received under this agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to owe such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. Limit on Obligations: The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
 - b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
 - c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
 - d) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and, takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.
5. **Return of Documents:** The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.
6. **Communications:** Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only' to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)
7. **Term:** The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive for ____ years following the Agreement dated _____. Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.
8. **Damages:** The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial



IIFCL Asset Management Company Ltd

Request for Proposal (RFP) - Consultant of IIFCL Asset Management Company Limited (IAMCL)

and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure. Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

9. Miscellaneous

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns
- c) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India and jurisdiction at New Delhi

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of IIFCL Asset Management Company Limited

Witness:

Name:

Address:

For and on behalf of Bidder

Witness:

Name:

Address: