REQUEST FOR PROPOSAL (RFP)

FOR

OPEN TENDER FOR

ENGAGEMENT OF LEGAL COUNSEL FOR THE PROPOSED SECURITIZATION TRANSACTION

(Only through E-bidding mode) INVITATION TO BID

Reference Number: IREDA/ABS/LC/2020-1 Dated: 05.01.2021

Indian Renewable Energy Development Agency Limited
(A Mini Ratna Category-I PSU)
3rd Floor, August Kranti Bhawan Bhikaji Cama Place
New Delhi - 11 00 66
Tel: +91 (011) 26717400-13
Fax: +91 (011) 26717416

Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder or applicants whether verbally or in documentary form by or on behalf of Indian Renewable Energy Development Agency Limited (IREDA), is provided to the Bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by IREDA to any parties other than the applicants who are qualified to submit the Bids (Bidders). IREDA makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. IREDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

SECTION 1 - NOTICE INVITING TENDERS (NIT)

NIT for Engagement Of Legal Counsel for the Proposed Securitization Transaction

1. Indian Renewable Energy Development Agency Limited (IREDA), a Mini Ratna (Category – I) Government of India Enterprise under the administrative control of **Ministry of New and Renewable Energy (MNRE)**, invites online bids on single stage two bid system for **Engagement of Legal Counsel for the Proposed Securitization Transaction**.

2. Tender documents may be downloaded from IREDA website, www.ireda.in (for reference only) and CPPP site https://eprocure.gov.in/eprocure/app as per the schedule given below:

Sr. No.	Description	Detailed Information
1	Name of Assignment	**Engagement Of Legal Counsel For The Proposed Securitization Transaction**
2	Date of release of Bidding Document (Document can be downloaded from IREDA website and CPPP)	05.01.2021
3	Date, Time and address for Pre-bid meeting	18.01.2021 at 2.30 p.m. It shall be a virtual / teleconferencing meeting. Interested bidders may kindly send their email and contact of authorized representatives at email id: debjani@ireda.in ; manjushashukla@ireda.in; piyushagarwal@ireda.in for sharing the Invite for pre bid meeting.
4	Last date and time for Bid Submission	27.01.2021 at 5.30 p.m.
5	Bid opening Date / Time	28.01.2021 at 11:00 a.m.

6	Name and Address for communication	Indian Renewable Energy Development Agency Limited 3rd Floor, August Kranti Bhawan Bhikaji Cama Place New Delhi - 11 00 66 Tel: +91 (011) 26717400-13 Fax: +91 (011) 26717416

3. Bids shall be submitted online only at Central Public Procurement Portal (CPPP) website: https://eprocure.gov.in/eprocure/app. Tenderer/Bidder are advised to follow the instructions provided in the '**Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at https://eprocure.gov.in/eprocure/app'.**

4. Not more than one tender shall be submitted by one tenderer/bidder having business relationship.

5. Tenderer who has downloaded the tender from the IREDA website and CPPP website, **shall not tamper/modify the tender from including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing any business with IREDA.**

6. Intending tenderers are advised to visit again IREDA website and CPPP website on a regular basis prior to closing date of submission of tender for any corrigendum/addendum/amendment.

7. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Technically qualified bidders shall be intimated separately about the details of financial bid opening.

SECTION 2 - SCOPE OF WORK

IREDA is proposing to issue Pass through Certificates (PTCs) through a Trust, which will be backed by receivables from Project Loans to renewable energy companies. The issue size of the PTCs issued by the Securitization Trust could be approx. Rs. 1000 crs. The PTCs can be issued in single or multiple series based on the final structure. As a legal counsel for the transaction, the Scope of work shall comprise of the following:

I. Drafting / Review / Vetting of the documents and compliances in connection with the Transaction, including the

a) Information memorandum;

b) Assignment agreement/Deed of assignment / Sale Deed ;

c) Declaration of Trust for setting up the securitization trust through trust deed.

d) Servicing agreement.

e) Accounts agreement/any other document for credit enhancement;

f) Power of attorney from originator to Trust to enable the Trust to perfect its right, title and interest in the acquired assets;

g) Any resolutions and certificates required to be drafted; and

h) Ensure that all the documents adhere to the relevant guidelines/ regulations/ laws that govern the transaction and the originator

i) Any other undertaking / document which may be required in respect of the Assignment Transaction.

II. Stamp Duty and Opinion:

a) Advising on the applicable stamp duty on the aforesaid documents;

b) Assisting on conditions precedent and conditions subsequent relating to the transaction, including drafting and reviewing the necessary corporate authorizations, confirming satisfaction of conditions precedent and conditions subsequent and generally acting as the counsel to the issue;

c) Issuing true sale opinions in relation to the Loan documents as per RBI guidelines; and

d) Any other advice or assistance or opinion as may be required by the Proposed Investors / Trust / IREDA in related to the Proposed Transaction.

e) Making IREDA aware of any new RBI Circular / Regulations / Rules /Guidelines / Law relevant to the transaction and ensure compliance to the same.

The scope of work is indicative only and IREDA reserves the right to add/change the scope for the service, if IREDA finds it necessary, during the engagement period.

SECTION 3 - ELIGIBILITY CRITERIA

Pre-requisite

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The Bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.

The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below:

Eligibility Criteria

- Bidders should be a domestic Law Firm with license to practice law and provide legal opinion in India having expertise and experience handling securitization transactions particularly for companies in Banking, Financial services and Insurance (BFSI) sector. Bidders should have handled at least 25 securitization transactions and cash flow based transactions in the financial year 2019-2020
- Legal Counsel should have handled atleast 10 Mortgage Backed Securitisation (MBS) or Mortgage Backed Direct Assignment (MBDA) transactions in the financial year 2019-2020.
- Legal Counsel to specify number of securitization transaction worked on where the underlying assets are corporate loans/corporate assets.

- The bidding legal counsel should give an undertaking that they have office in Delhi / NCR with all requisite operational infrastructure, manpower and with experienced team operating out of Delhi/NCR to handle securitization transaction.
- The bidding Legal Counsels should not have been prohibited by any regulatory authority in offering such services and should not have ever been black listed/ debarred by any authority in the past. The bidding legal counsel should give an undertaking that no action has been initiated against them by any government/ statutory agency / any multilateral agency with regard to any financial irregularities etc.
- Should be in operations for the past 3 years as on 30 November, 2020.
- The interested Bidders should not have any conflict of interest in any manner whatsoever with IREDA which is prejudicial to their interest and the decision of the Selection Committee of IREDA regarding the same shall be final and binding.

Signed and Scanned copies of documents should be provided as evidence for meeting the eligibility criteria. The selected legal counsels would be required to sign the non-disclosure agreement as well as integrity pact with IREDA. Failure to sign the same would make their appointment null and void.

SECTION 4 - INSTRUCTION TO BIDDERS

A The Bidding Document

1. RFP

a) Bid, Tender and RFP are interchangeably used to mean the same.

b) The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.

c) IREDA reserves the right to take any decision with regard to RFP process for addressing any situation which is not explicitly covered in the RFP document.

2. Clarifications of Bidding Documents

A pre-bid meeting shall be conducted as per schedule given for all the prospective bidders to seek clarifications on the bidding document. Any modification to the Bidding Documents which may become necessary as a result of such queries, presented during the pre-bid meeting or otherwise, shall be made by IREDA by issuing an Addendum, which will be hosted on IREDA's website and CPP Portal.

3. Amendment of Bidding Documents

a) At any time prior to the deadline for submission of bids, IREDA may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.

b) Amendments will be provided in the form of Addenda/corrigenda to the Bidding Documents, which will be posted on IREDA's website and CPPP. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/corrigenda have been taken into account by the Bidder in its Bid.

c) In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, IREDA may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted in IREDA's website and CPPP.

d) From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

B Preparation of Bid

1. Period of Validity of Bids

Bids shall remain valid for a period of **120 days** after the date of Bid opening. IREDA holds the right to reject a bid valid for a period shorter than 120 days as non-responsive, without any correspondence.

2. **Signing of Bid**

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

SECTION 5 - SUBMISSION OF TENDER

The tender shall be submitted online in two part, viz., ***Technical Bid and Price Bid***.
All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

Technical Bid

Technical Bid should be prepared considering Scope, timelines as well as other information given in this document. Please refer **Annexure F** for more details.

Signed and Scanned copy of following documents are to be furnished by the bidder consolidated in a single PDF file, which shall form the Technical Bid.

1) Bid Offer Form Without Price **(Annexure A)**
2) Bidder Information **(Annexure B)**
3) Declaration of Acceptance of Terms & Conditions **(Annexure C)**
4) Declaration of Acceptance of Scope of Work **(Annexure D)**
5) Letter of Undertaking **(Annexure E)**
6) Bidder Experience **(Annexure F)**

Price Bid

Price Bid shall include fees and taxes separately in Indian Rupees.

1) Schedule of Price Bid in the form of **PriceBid*.xls***

The Price Bid should give all relevant price information and should not contradict the Technical Bid in any manner. The prices quoted in the price bid should be without any conditions.

Schedule of Price Bid

The below mentioned Financial Proposal/Commercial Bid format is provided as **PriceBid.xls** along with this tender document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this **PriceBid.xls** as it is and quote their offers/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner**. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with IREDA.

Requirements for Financial Bids

The commencement of Legal services shall be on signing of Legal Agreement and subject to the terms and conditions mentioned herein.

- The Bidder is required to quote a fee as a one time fee for the following:
    - **PTC issuance for an Approx. Value of Rs. 1000 Cr**
- The different taxes should be indicated separately while raising the bills for payment of fee. Bills are to be paid after successful and satisfactory closure of the transaction.
- TDS will be deducted as per the applicable rules.
- The fee quoted should be unconditional and inclusive of any expenditure to be incurred on the scope of work as stated above.
- The Bidders will be liable to pay taxes applicable as per law.

Rejection of Bid

The Bid is liable to be rejected if:

a) The document doesn't bear signature of authorized person.
b) It is received through Telegram/Fax/E-mail.
c) It is received after expiry of the due date and time stipulated for Bid submission.
d) Price bid has been submitted combined with Technical Bid

Extension of Deadline for submission of Bid

IREDA may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through IREDA website and CPPP, in which case all rights and obligations of IREDA and Bidders will thereafter be subject to the deadline as extended.

Modifications and Withdrawal of Bids

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be modified after the deadline for submission of bids.

Right to Reject, Accept/Cancel the bid

IREDA reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

IREDA does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender, any time during the tender process, without assigning any reason whatsoever. IREDA also has the right to re-issue the Tender without the Vendors having the right to object to such re-issue.

RFP Abandonment

IREDA may at its discretion abandon this RFP process any time before Notification of Award or Purchase Order.

Contacting IREDA

Any attempt to contact IREDA with a view to canvas for a bid or put any pressure on any official of the IREDA may entail disqualification of the concerned Bidder or his Bid.

SECTION 6 - BID EVALUATION

Preliminary Examination of Bids

1. The evaluation process would consider whether the bidder has requisite prior experience and expertise to address IREDA's requirements and objectives. IREDA will examine the bids to determine whether they are complete, whether required information has been provided as underlined in the Bid document, whether the documents have been properly signed, and whether bids are generally in order.
2. Eligibility and compliance to all the forms and documents would be the next level of evaluation. Only those Bids which comply to the Eligibility Criteria will be taken up for further technical evaluation.
3. To assist in the examination, evaluation and comparison of bids IREDA may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
4. Written replies submitted in response to the clarifications sought by IREDA, if any, will be reviewed.
5. IREDA may interact with the Customer references submitted by Bidder, if required.

Evaluation of Technical Bids

Technical Evaluation Criteria:

Section	Description	Weightage
1	Organization's Experience	50%
2	Team Experience	40%
4	Compliance standards	10%

Evaluation of Commercial Bids

- Commercial bids of only the Bidders who have cleared the technical evaluation will be opened and evaluated.
- Arithmetic errors in the Bids submitted shall be treated as follows:
  - Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
  - Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.

Method of Selection of Successful Bidder is through QCBS

The method of Selection will be Quality and Cost Based Selection (QCBS). The Technical proposals would be evaluated first and points would be allotted to each of the bidders as follows:

a) The minimum Technical Score to be obtained for considering Financial Proposal shall be 70 points.
b) The Financial evaluation would be done for only those proposals, which qualify technically.
c) The formula for determining technical scores is:

$$\mathbf{TS = 100 \times T / T_{high}}$$

Where
TS = Technical Score of proposal under consideration T = the total Technical Score awarded to the Bid
T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

d) The formula for determining the financial scores is the following:

$$\mathbf{FS = 100 \times FP_{Min} / FP}$$

Where
FS = Financial Score of proposal under consideration FP_{Min} = Price of lowest financial proposal
FP = Price of the proposal under consideration

e) The technical and financial proposals would be given the weightage in the ratio of **70:30**
f) Proposals would be ranked according to their combined technical and financial scores
i.e. **"S"** using the ratio mentioned above and as per the following formula:

$$\mathbf{S = TS \times 0.70 + FS \times 0.30}$$

Where
S = Final Combined Score
TS = Technical Score
FS = Financial Score

Method of engagement of agencies

The bidder achieving the highest combined technical and financial score would be the H1 bidder.

If an assignment is still pending or the duration of engagement needs to be increased, there will be no escalation of rates, nor shall it be allowed for any pending project until the completion of the work assigned.

SECTION 7 – TERMS AND CONDITIONS

Definitions (Relevant as per Tender Document) Notification of Award or Purchase Order

After selection of the Successful Bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, IREDA will send Notification of Award or Purchase Order to the selected Bidder.

Upon the successful Bidder accepting the Purchase Order and signing the contract and NDA, IREDA will promptly notify each unsuccessful Bidder.

Taxes and Duties

All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates while making any payment.

The benefits realized by the Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the selected Bidder to IREDA.

Payment Terms

IREDA shall make the full payment to the legal firm against the invoice submitted by them within 30 days after receiving the invoice post completion of the work successfully.

Confidentiality

The Bidder and subcontractors if any shall (whether or not he submits the tender) treat the details of the documents as secret and confidential. The Successful Bidder shall execute a separate Non-Disclosure Agreement & Contract Agreement on 100 Rs Indian Non Judicial Stamp Paper as per IREDA's format.

Intellectual Property Rights

All rights, title and interest of IREDA in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of IREDA and Bidder shall not be entitled to use the same without the express prior written consent of IREDA. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

Indemnity

Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk. The Bidder shall indemnify, protect and save IREDA (including its employees, directors or representatives) and hold IREDA harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- An act of omission or commission of the Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement,
- Breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
- Bonafide use of the deliverables and or services provided by the Bidder,
- Misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,
- Claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Agreement,
- Breach of confidentiality obligations of the Bidder,
- Gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees by the bidder for the purpose of any or all of the obligations under this Agreement.
- Loss of data
- Non-compliance of the Bidder with Laws / Governmental Requirements.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by IREDA arising out of claims made by its customers and/or regulatory authorities.

a) The Bidder has sole control of the defense and all related settlement negotiations
b) IREDA provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and
c) IREDA does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where IREDA is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However, indemnity would cover damages, loss or liabilities suffered by IREDA arising out of claims made by its customers and/or regulatory authorities.

Bidder's Liability

- The selected Bidder will be liable for all the deliverables.
- The Bidder's aggregate liability in connection with obligations undertaken as part of the Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract.
- Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by IREDA arising out of claims made by its customers and/or regulatory authorities.

Liquidated Damages

Due to negligent act of the Bidder, if IREDA suffers losses, and incurs damages, the quantification of which may be difficult, the total amount of liquidated damages under this engagement shall not exceed 5% of the total value of the contract/PO and the Bidder shall agree to pay such liquidated damages as defined.

Fraudulent and Corrupt Practice

a) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the IREDA of the benefits of free and open competition.

b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of project execution.

c) IREDA will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for or in executing the project.

Force Majeure

- Notwithstanding the provisions of the RFP, the successful bidder or IREDA shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving IREDA or bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.
- If force majeure situation arises, the bidder shall promptly notify IREDA in writing of such condition and cause thereof. Unless otherwise directed by IREDA in writing, the Bidder shall continue to perform its obligations under contract as far as possible.

Purchase Order cancellation

IREDA reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to IREDA alone;

- Serious discrepancy observed during performance as per the scope of project
- If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder/Bidder turns out to be incorrect and/or conceals or suppresses material information.

In case of order cancellation, any payments made by IREDA to the Bidder would necessarily have to be returned to IREDA. Further the Bidder would also be required to compensate IREDA for any direct loss incurred by IREDA due to the cancellation of the contract. This is after repaying the original amount paid.

Termination of Contract

a. For Convenience: IREDA by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving one month's prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective

b. For Insolvency: IREDA may at any time terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent, without giving compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to IREDA.

c. For Non-Performance: IREDA reserves its right to terminate the contract in the event of Bidder's repeated failures, say more than 3 occasions in a calendar year to maintain the service level prescribed by IREDA.

Resolution of Disputes

IREDA and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, IREDA and the Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

THE ARBITRATION AND RECONCILIATION ACT 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be at New Delhi.

Governing Law

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

Applicable Law

The Contract to be executed between IREDA and successful Bidder shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Corporate Office of IREDA falls.

Addresses for Notices

Following shall be address of IREDA and Bidder's address for notice purpose:

The Company Secretary, IREDA
Indian Renewable Energy Development Agency Limited, 3rd Floor, August Kranti Bhawan,
Bhikaji Cama Place, New Delhi –110066

Bidder's address for notice purpose: (To be filled by the Bidder)

Annexure A

Bid Offer Form (without Price)

(On Bidder's Letter Head)

OFFER LETTER

Date:

To

Company Secretary,
Indian Renewable Energy Development Agency Limited, 3rd Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi – 110066

Dear Sir,

Subject: RFP No. IREDA/ABS/LC/2020-1 dated 05.01.20201 for Engagement of Legal Firm for the Proposed Securitization Transaction

We have examined the above-referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

We acknowledge having received the following addenda / corrigenda to the RFP document.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

1. Prices have been quoted in INR.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. We have not induced nor attempted to induce any other bidder to submit

or not submit a bid for restricting competition.

4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for IREDA.

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of liquidated damages clause in the RFP and agree to abide by the same. We also note that IREDA reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of IREDA will be final and binding on us.

We agree to abide by this offer till 120 days from the last date stipulated by IREDA for submission of bid, and our offer shall remain binding upon us and may be accepted by IREDA any time before the expiry of that period.

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, IREDA will have the right to disqualify /blacklist us.

We undertake to comply with the terms and conditions of the bid document. We understand that IREDA may reject any or all of the offers without assigning any reason whatsoever.

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Company/Firm:
Address:

Annexure B

Bidder's Information

Details of the Bidder		
1	Name of the Bidder (Prime)	
2	Address of the Bidder	
3	Status of the Company (Partnership/LLP/ Company)	
4	Details of Incorporation of the Partnership/LLP.	Date:
		Ref#
5	Valid GST registration number	
6	TAN	
7	Permanent Account Number (PAN)	
8	Name & Designation of the contact person to whom all references shall be made regarding this tender	
9	Telephone No. (with STD Code)	
10	E-Mail of the contact person:	
11	Fax No. (with STD Code)	
12	Website	

Signature:____________________

Name:______________________________-

Designation:_________________________

Date:______________________, Place _________________

Annexure C

Declaration for Acceptance of RFP Terms and Conditions

(On Bidder's Letter Head)

To

The Company Secretary,
Indian Renewable Energy Development Agency Limited,
3rd Floor, August Kranti Bhawan, Bhikaji Cama Place,
New Delhi – 110066

Dear Sir,

Subject: RFP No. IREDA/ABS/LC/2020-1 dated 05.01.20201 for Engagement of Legal Firm For the Proposed Securitization Transaction

I have carefully gone through the Terms & Conditions contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Name:
Designation:

Seal
Date:

Business Address:

Annexure D

Declaration for Acceptance of Scope of Work

(On Bidder's Letter Head)

To

Company Secretary
Indian Renewable Energy Development Agency Limited,
3rd Floor, August Kranti Bhawan, Bhikaji Cama Place,
New Delhi – 110066

Dear Sir,

Subject: RFP No. IREDA/ABS/LC/2020-1 dated 05.01.20201 for Engagement of Legal Firm for the Proposed Securitization Transaction

I have carefully gone through the Scope of Work contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Name
Designation
Seal
Date:
Business Address:

Annexure E

Letter of Undertaking

(On Bidder's Letter Head)

To

Company Secretary,
Indian Renewable Energy Development Agency Limited,
3rd Floor, August Kranti Bhawan, Bhikaji Cama Place,
New Delhi - 110066

Sir,

Reg.: **Our bid for Request for Proposal (RFP) for Engagement of Legal Counsel For the Proposed Securitization Transaction**

We submit our Bid Document herewith. We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.

- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by you to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Dated at_________________this_____________day of______2020.

Yours faithfully

For___________________________

Signature:____________________

Name:________________________

Annexure F

Bidder's Experience

Section A - Bidder's Organization Experience (Weightage for evaluation 50/100)

- Profile of the organization with full particulars of the business activities of the Bidder. Also provide:
- No. of Years' Experience in the legal profession of Bidder as on 30.09.2020
- Date of incorporation will be treated as start date for the partnership firm/LLP. (Copy of oldest agreement/work order assigned to bidder for computation of work experience to be provided/incorporation certificate)
- Details of entire Team handling PTC / Securitization transactions

No	Name	Number of years of experience handling securitization in present firm	Number of years of experience handling securitization in total

- Details of PTC transactions where firm/LLP acted as legal counsel in last 3 years separately to be furnished in the format given below:

Financial Year	**Number of transactions**	**Total Issue Size (Rs. in crs)**	**Number of unique originators**
FY 2020			
FY 2019			
FY 2018			

Section B – Team Experience (Weightage for evaluation 40/100)

- Details of experience of team members actively involved in Securitization (DA+PTC) transactions and dedicated for IREDA

No	**Name**	**Designation**	**Number of PTC transactions undertaken as lead and number of PTC transaction worked as team member**	**Number of years of Experience in securitization with the present firm and Date of joining the present firm**	**Number of years of experience in securitization in total**	**Brief Role description of all team members involved in Securitization (DA+PTC) transactions**
1						
2						

Section C – Compliance Standards (Weightage for evaluation 10/100)

- Details of any penalty imposed by any regulator/investor/government agency/multilateral agency or any adverse remark passed by any regulator/statutory authority on the firm or the partner/promoter of the firm.

Note: Please provide documentary evidence wherever applicable.

Signature:_________________________

Name: ______________________

Designation: ___________________

Date:_______________________Place _________________