

27th August, 2021

REPLIES TO THE QUERIES/ CLARIFICATIONS FURNISHED BY IREDA TO THE PROSPECTIVE BIDDERS FOR BIDDING TO THE REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF LEGAL AUDITORS

E-Tender Reference Number: IREDAL/Corporate Office/Finance & Accounts/1/21-22/ET/4 [APPOINTMENT OF LEGAL AUDITOR]

Sl. No.	Queries /Clarifications sought by the Bidder(s)	IREDA'S Reply
1	Please confirm the number of loans in relation to which the Scope of Work under Part A (Section 2- Eligibility Criteria & Scope of Work) would need to be undertaken. Is it a total of 500 loan cases that need to be examined for the purposes of the envisaged legal audit?	Around 530 loan cases may be examined for the purpose of the envisaged legal audit.
2	Please confirm that tenure of appointment of legal auditor. May we assume for the purpose of providing our fee that our entire scope of work would finish 60 days from the date of letter of award (as this is the time period provided to finish the scope of work under the RFP)	The successful bidder is expected to complete the work in accordance with the scope of work within the stipulated time of 60 days. This work order would be for this specific RFP.
3	We note that Integrity Pact needs to be signed and submitted in original along with bid – is that correct understanding? Further, the other required information in Annexure A, B, C and D needs to be submitted in original as well or it can be submitted online on the portal only? We note that the RFP states that the price bid in Annexure C and D needs to be submitted online only. Please confirm.	Applicability of submission of Integrity Pact shall depends if the quote is Rs.50 lakh or more, as has been mentioned in the Integrity Pact format. Information, as required in Annexures A, B,C and D are to be submitted online only through MSTC portal/ platform. Yes, Price Bid (Annexure C & D) to be submitted online only through MSTC portal/ platform.
4	Section 2 (Eligibility Criteria and Scope of Work) We note that the RFP stipulates that “<i>IREDA reserves the right to add/change the scope for the service, if IREDA finds it necessary, during the engagement period with mutually agreed terms.</i>” In this regard, please confirm if the fees for the revised/ additional scope of work will be separately charged, or if the fee quoted pursuant to this RFP should account for the same.	Yes, the fees for the revised/ additional scope of work will be negotiated for additional work, if any.

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5	Section 3 (Submission of Tender) We note that the RFP stipulates that <i>“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”</i> In this regard, we note and understand that the bid may be signed by a partner of the firm (being its authorised signatory).	Bid may be signed by the authorized person/ signatory.
6	Section 7 (Terms and Conditions) We note that Section 7 (Terms and Conditions) of the RFP stipulates that: <i>“The Bidder shall always remain liable to IREDA for any losses suffered by IREDA due to any negligence or fault on the part of the bidder, and the bidder also shall indemnify IREDA for the same.”</i> <i>“IREDA reserves its right to cancel the Contract in the event of delay in the performance of its obligations and <u>may impose liquidated damages for the delay.</u> Due to such delay, any penalties imposed either pecuniary or otherwise on IREDA, would be borne by the Bidder in monetary terms.”</i> <i>“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 work order and the Bidder shall agree to pay such liquidated damages as defined.”</i> In this regard, please confirm: (a) the quantum of delay liquidated damages that may be levied as well as the manner of its levy, and (b) that our maximum liability relating to services rendered (regardless of form of action, whether in contract, negligence or otherwise) shall in no event exceed the fees paid to us.	- Quantum of Delay or damages, if any, occurred may only be assessed at the time of any incidents occurred. - We may agree.
7	Section 7 (Terms and Conditions) We note that Section 7 (Terms and Conditions) of the RFP stipulates that <i>“All disputes or differences in respect of which the decision, if any has not become final or binding as aforesaid shall be settled under the provisions of Arbitration and Conciliation Act, 1996 and its subsequent amendments.”</i> In this regard, we request you to kindly omit the reference to arbitration in the context of dispute resolution.	Since this clause is applicable only in the case of any dispute, this may be agreed.

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8	Section X (3), Appendix-I We note that Section IV of the Integrity Pact provided at Appendix-I makes reference to forfeiture of a 'Bid Guarantee'/ 'BID Security'/ 'Contract Performance Guarantee'. In this regard, please confirm that no bid guarantee/ security and contract performance guarantee are required to be submitted as part of the bid.	Clauses, which are not applicable as per RFP, may be strike of, wherever required, at the time of submission.
9	Section V, Appendix-I We note that Section V of the Integrity Pact form provided at Appendix-I stipulates that <i>"The Agency / contractor shall <u>declare in his Bid</u> that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process."</i> However, we note that the bid formats provided in the RFP do not have any reference/ provision in this regard. As this is a 'zero deviation' bid submission, please confirm the manner in which this declaration is required to be made.	Clauses, which are not applicable as per RFP, may be strike of, wherever required, at the time of submission.
10	Section X (3), Appendix-I We note that Section X (3) of the Integrity Pact form provided at Appendix-I stipulates that: <i>"If the Agency is a Partnership Firm or a Consortium or Joint Venture, <u>this agreement must be signed by all partners, consortium members and Joint Venture partners.</u>"</i> In this regard, please confirm if the single authorised signatory (e.g., a partner, in case of a partnership law firm) may sign the integrity pact, instead of each and every partner.	May be followed as per requirement.
11	PART-B We understand that mortgage already exists in favour of IREDA over the project property ("Mortgaged Property"), please confirm.	YES

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12	PART-B Please confirm whether the required search has to be conducted in respect of the Mortgaged Property afresh. If yes, please provide us the details and extent of the Mortgaged Property.	No need to conduct any additional title search over the property, as the mortgages has already been created over the properties. Only need to search whether the created mortgage is perfect or not. If registration of mortgage is required in any state such as Tamil Nadu, Maharashtra etc. then need to confirm the same through online/offline mode.
13	Whether the required search is limited to the encumbrance created, if any, over the Mortgaged Property other than the mortgage created in favour of IREDA.	No, it includes whether the created mortgage is perfect or not. If registration of mortgage is required in any state then need to confirm the same through online/offline mode.
