

Corrigendum Details

Modified On: 2024-11-20 19:11:39

Bid extended to **2024-11-25 15:00:00**

Bid Opening Date : **2024-11-25 15:30:00**

Modified On: 2024-11-12 19:10:49

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Hash Value (Algorithm - SHA256):

b44de62385d025bf7fa3eb683398a8ade76efb13600f9a9d73459b75c0044130

Modified On: 2024-11-12 19:03:01

Bid extended to **2024-11-19 15:00:00**

Bid Opening Date : **2024-11-19 15:30:00**

Bid Corrigendum

GEM/2024/B/5558567-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. Buyer uploaded ATC document [Click here to view the file.](#)
3. File Attachment [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)

CORRIGENDUM TO THE RFP FOR ENGAGEMENT OF BOOK RUNNING LEAD MANAGERS (BRLMS)

S. No.	Point in RFP	Existing Clause				Modification/Deletion/Addition																	
1	Clause 9, Pg No. 21	...The bidders are required to quote fee as a % of the issue size, considering an issue size of Rs. 4,500 crore for the whole transaction. The amount should be mentioned both in the figures and words. In case of mismatch between the two, the amount mentioned in words would be considered final...				...The bidders are required to quote fee as a lumpsum amount in Rupees, considering an issue size of Rs. 4,500 crore for the whole transaction. The amount should be mentioned both in the figures and words. In case of mismatch between the two, the amount mentioned in words would be considered final.																	
2	Annexure III, Point 28, Pg. No. 37	Prices have been quoted as % of the issue size inclusive of all the taxes and duties & GST.				Prices have been quoted as <i>lumpsum amount in Rupees</i> , inclusive of all the taxes and duties & GST, considering an issue size of Rs. 4,500 crore.																	
3	ANNEXURE VI Annexure VI of RFP Document (Pg. No. 21, 41)	S. No.	Item Description	“Fee in figures to be entered by the bidder	Fee Quoted (In Words)	S. No.	Item Description	“Fee in figures to be entered by the bidder	Fee Quoted (In Words)														
		1	Fee for acting as BRLMs to QIP. Bid has to be quoted as an inclusive bid and the Company shall not pay any expense other than those mentioned below. (Bids in slab format shall be liable to be rejected).	TO BE QUOTED ON GeM PORTAL ONLY As percentage (%) of the amount issue size inclusive of all taxes/duties, GST). (Goods and Service Tax at applicable rate on the fees will be paid by the company)”	TO BE QUOTED ON GeM PORTAL ONLY As percentage (%) of the amount issue size (inclusive of all taxes/duties GST). (Goods and Service Tax at applicable rate on the fees will be paid by the company)”	1	Fee for acting as BRLMs to QIP. Bid has to be quoted as an inclusive bid and the Company shall not pay any expense other than those mentioned below. (Bids in slab format shall be liable to be rejected).	TO BE QUOTED ON GeM PORTAL ONLY <i>Lumpsum amount in Rupees, inclusive of all the taxes and duties & GST.</i> (Goods and Service Tax at applicable rate on the fees will be paid by the company)”	TO BE QUOTED ON GeM PORTAL ONLY <i>Lumpsum amount in Rupees, inclusive of all the taxes and duties & GST.</i> (Goods and Service Tax at applicable rate on the fees will be paid by the company)”														
		Illustration depicting financial bid calculation:				Derived % of fee shall be used for honoring the terms of payment basis the actual issue size i.e. the quantum of funds raised through QIP.																	
		<table><tr><th>Particulars</th><th>Details</th></tr><tr><td>Issue size</td><td>Rs.4500 crore</td></tr><tr><td>Fee as a % of the issue of Rs. 4500 crore</td><td>0.1%</td></tr><tr><td>GST @ 18%</td><td>0.018%</td></tr></table>				Particulars	Details	Issue size	Rs.4500 crore	Fee as a % of the issue of Rs. 4500 crore	0.1%	GST @ 18%	0.018%	Illustration depicting calculation of quantum of fee referred in “terms of payment”: The Company shall calculate the % of fee from the lumpsum amount of fee quoted for issue size of Rs. 4,500 crore. <table><tr><th>Particulars</th><th>Details</th></tr><tr><td>Issue size</td><td>Rs.4500 crore</td></tr><tr><td>Lumpsum fee quote (inclusive of all taxes and GST)</td><td>Rs. 1.8 crore</td></tr></table>				Particulars	Details	Issue size	Rs.4500 crore	Lumpsum fee quote (inclusive of all taxes and GST)	Rs. 1.8 crore
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S. No.	Point in RFP	Existing Clause	Modification/Deletion/Addition						
		<table><tr><td>Fee to be quoted</td><td>0.118%</td></tr></table> We.....Bidder NOTE and UNDERTAKE that: 1) Price bid is to be quoted on GeM portal only. Submission of price bid anywhere else in the document except in the BoQ format provided at the GEM portal (in the technical bid or if filled in format of the financial bid) will make the entire bid null and void. 2) In case of any, mismatch in fee quoted in the figures and the fee quoted in words, then fee quoted in words will be taken as correct for all purposes. 3) Bid is inclusive of GST. Any additional taxes and duties liability arising from changes in taxes and duties rate or the imposition of new taxes and duties by the Central or State Governments shall be the responsibility of the Company. 4) However, in the event of a delay in delivery caused by the bidder, and during such delay, there is a change in the applicable tax rate, any additional tax burden resulting from such change shall be borne by the bidder and not by the Company. In case of any reduction such benefit shall be passed on to the Company. 5) The Company will not be liable to pay any other amount/ other expenses like travel, tour and accommodation etc., except the agreed fees. 6) The MBs/BRLMs firm/company shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting the rate. Above format is to be filled and uploaded in the BoQ format provided along with the tender document on GeM Portal.	Fee to be quoted	0.118%	<table><tr><td>Fee as a % of the issue (inclusive of all taxes and GST)</td><td>0.04% (=1.8/4500)</td></tr><tr><td colspan="2"></td></tr></table> We.....Bidder NOTE and UNDERTAKE that: 1) Price bid is to be quoted on GeM portal only. Submission of price bid anywhere else in the document except in the BoQ format provided at the GEM portal (in the technical bid or if filled in format of the financial bid) will make the entire bid null and void. 2) In case of any, mismatch in fee quoted in the figures and the fee quoted in words, then fee quoted in words will be taken as correct for all purposes. 3) Bid is inclusive of GST. Any additional taxes and duties liability arising from changes in taxes and duties rate or the imposition of new taxes and duties by the Central or State Governments shall be the responsibility of the Company. 4) However, in the event of a delay in delivery caused by the bidder, and during such delay, there is a change in the applicable tax rate, any additional tax burden resulting from such change shall be borne by the bidder and not by the Company. In case of any reduction such benefit shall be passed on to the Company. 5) The Company will not be liable to pay any other amount/ other expenses like travel, tour and accommodation etc., except the agreed fees. 6) The MBs/BRLMs firm/company shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting the rate.	Fee as a % of the issue (inclusive of all taxes and GST)	0.04% (=1.8/4500)		
Fee to be quoted	0.118%								
Fee as a % of the issue (inclusive of all taxes and GST)	0.04% (=1.8/4500)								
4	Clause 13 (l) (Pg.no 25) of the RFP document	 Bank Guarantee from any Scheduled Bank in favour of the Client shall be in the prescribed Proforma as per Gem Portal, within 15 days of signing the Contract. The guarantee amount shall be equal to one percent (5%of the total contract value (which is including all expenses, taxes, duties and levies, if any but excluding goods and service tax, education cess and secondary & higher education cess) and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications.	 Bank Guarantee from any Scheduled Bank in favour of the Client shall be in the prescribed Proforma as per Gem Portal, within 15 days of signing the Contract. The guarantee amount shall be equal to five percent (5%of the total contract value (which is including all expenses, taxes, duties and levies, if any but excluding goods and service tax, education cess and secondary & higher education cess) and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications.						

Corrigendum Ref No. GEM/2024/B/5558567/F.No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS/1

S. No.	Point in RFP	Existing Clause	Modification/Deletion/Addition
5	Definition section to be added under Clause 2. Bid, point no. xviii	Definition	<i>“Conflict of interest” for the above means Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any Officer of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain.</i>
	Definition section to be added under Clause 2. Bid, point no. xviii	Definition	Financial irregularity : <i>As defined under any applicable laws or by any regulator or as per the guidelines of the Government of India.</i>
6	Annexure VI – CHECKLIST, Point no. 5	Duly filled & signed Annexures: Annexure I - XIII	To be read as: Duly filled & signed Annexures: Annexure I - XII
8	Annexure III & Pg. No. 37	28. Prices have been quoted as % of the issue size inclusive of all the taxes and duties & GST.	28. Prices have been quoted as <i>lumpsum amount in Rupees</i> , inclusive of all the taxes and duties & GST, considering an issue size of Rs. 4,500 crore.
9	Annexure III & Pg. No. 38	33. We,.....(Name of MB) certify that there has been no indictment/adverse order by a regulatory authority for a grave offence against: 34. us or any person, entity, partnership concern, body corporate or trust which is controlled by our concern or which controls our concern, any of our parent, subsidiaries, our sister concern(s) or associate companies as defined under Companies Act, 2013. 35. CEO/Partner(s)/ Director(s)/ Manager(s)/ Employees of our concern or of our sister concern(s)	33. We,.....(Name of MB) certify that to the best of our knowledge there has been no indictment/adverse order by any regulatory authority for a grave offence against us, CEO/Partner(s)/ Director(s)/ Manager(s)/ Employees of our concern or which has been flagged to the bidder against: - any person, entity, partnership concern, body corporate or trust which is controlled by our concern, or which controls our concern, any of our parent, subsidiaries, our sister concern(s) or associate companies as defined under Companies Act, 2013. - CEO/Partner(s)/ Director(s)/ Manager(s)/ Employees of our sister concern(s) by the above entities.
7.	ANNEXURE II of the RFP (Page 35)	The Bidder should have experience of having successfully completed similar works during last 3 Financial years (FY) plus current FY ending last day of month to the one in which applications are invited (should be either of the following): 1. Three similar completed works costing not less than Rs.1.7 crores.	The Bidder should have experience of having successfully completed similar works during last 3 Financial years (FY) plus current FY ending last day of month to the one in which applications are invited (should be either of the following): 1. Three similar completed works costing not less than Rs.1.7 crores. 2. Two similar completed works costing not less than Rs.2.1 crores.

S. No.	Point in RFP	Existing Clause						Modification/Deletion/Addition							
	Referencing to Clause 4.7 (Pg. no. 12)	2. Two similar completed works costing not less than Rs.2.1 crores. 3. One similar completed work costing not less than Rs.3.3 crores.”						3. One similar completed work costing not less than Rs.3.3 crores.”							
		S. No.	Name of the Client	Type of transaction – IPO/FPO/QIP	Date of the issue of the workorder	Date of completion of the transaction	Amount of the work order (Contract value excluding taxes)	Copy of the workorder	S. No.	Name of the Client	Type of transaction – IPO/FPO/QIP	Date of the issue of the workorder	Date of completion of the transaction	Amount of the work order (Contract value excluding taxes)	Copy of the workorder
		Note:													
		1. The applicant will be required to submit its credentials as per Annexure, in its letter head, duly signed by the Authorized Signatory. In case of any confidentiality clause which is usually present in the contracts/ work orders signed or issued by the clients, in such case undertaking shall suffice in above format. However, IREDA has the right to verify the credentials as submitted by the bidder, if required, at later stage.													
		2. Similarly completed transaction means contract/ agreement/ work order pertaining to IPO/FPO/QIP. Completion of the contract shall mean, raising of the funds under the issue and successful listing of the equity shares at the stock exchange.													
		3. In case the confidentiality clause in the agreements does not permit disclosure of the client detail, in such case, name of the client may not be stated in the undertaking.													

CLARIFICATION TO THE RFP FOR ENGAGEMENT OF BOOK RUNNING LEAD MANAGERS (BRLMS)

S. No.	Clause No.	Clause	Query	Response
1	Clause 3(a)(ix) of the RFP (Page no. 9)	Appoint requisite bankers counsel for carrying out the due diligence required to complete the task as per the SEBI guidelines	Kindly confirm that all legal counsel cost for the issue (w.r.t. to the company (IREDA), BRLM and/or International Counsel) will be borne by the company (IREDA) Or Request the company to clarify who would be appointing the following counsels: • Company's Legal Counsel • BRLMs Legal Counsel • International Legal Counsel	Refer Clause 3(a)(ix) of the RFP (Page no. 9). In addition, it is clarified that IREDA will <u>only</u> bear the cost of Issuer's legal counsel and International legal counsel. Cost of the bankers counsel to be appointed by the BRLMs shall be borne by the BRLMs.
2	Clause 4.7 (Pg. No. 12) ANNEXURE II of the RFP (Page 35)	- The Bidder should have experience of having successfully completed similar works during last 3 Financial years (FY) plus current FY ending last day of month to the one in which applications are invited (should be either of the following): 1. Three similar completed works costing not less than Rs.1.7 crores. 2. Two similar completed works costing not less than Rs.2.1 crores. 3. One similar completed work costing not less than Rs.3.3 crores."	<u>Queries</u> 1. To clarify if 'costing' refers to the revenue earned by the BRLM? 2. Since the contract value is confidential in nature, we may not be able to share the same. The extract of prospectus/placement document can be shared wherein the issue size is mentioned. 3. "Date of the issue of the workorder" (ANNEXURE II, Pg. No. 35) - Request the company to clarify if the date of the engagement letter/fee letter would suffice.	Refer ANNEXURE II of the RFP (Page 35) - Costing means – Value of the work order (Contract Value excluding taxes) - Refer Corrigendum Ref No. GEM/2024/B/5558567/F.No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS/1 Date of the issue of the workorder - Workorder includes engagement letter.
3	ANNEXURE VIII of the RFP (Page 46)	SECTOR EXPERTISE	Generally, in past RFPs, companies ask for research publication in the sector and check if the company has analyst for the sector. We request you to consider the overall coverage in BFSI sector and not just by the current analyst.	Refer ANNEXURE VIII of the RFP (Page 46) Conditions in the RFP for said clause/ matter shall hold valid.

Clarification Ref No. GEM/2024/B/5558567/E.No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS/1

S. No.	Clause No.	Clause	Query	Response
4	ANNEXURE I - Clause 2	The bidders are required to submit soft copies of their bids electronically on the GEM Portal, using valid Digital Signature Certificates. 2) The bidder has to digitally/physically sign and upload the required bid documents one by one as indicated in the RFP document.	Is the document required to be signed digitally or physical signature is valid?	Refer ANNEXURE I - Clause 2 u/s "SUBMISSION OF BIDS" of the RFP (Page no. 34)
5	ANNEXURE IV (7) of the RFP (Page no. 39)	Documentary evidence of the office in India- Copy of the certified document by the authorised signatory - latest lease deed/ rent agreement/latest electricity bill or any other document issued by a statutory/regulatory authority in the name of the bidder/applicant	Will GST Certificate of offices suffice?	Refer ANNEXURE IV (7) of the RFP (Page no. 39) - any other document issued by a statutory/regulatory authority in the name of the bidder/applicant is permissible
6	Annexure X, Pg. No. 49	Experience of the DEAL Team (minimum 4 officials excluding CORE TEAM) in ECM	Can Core Team members also be a part of the Deal Team?	Refer ANNEXURE X (B) of the RFP (Page no. 49) - The two teams are mutually exclusive.
7	Refer Clause 1 - NOTICE INVITING TENDER (NIT) of the RFP (Page no. 5)	EMD Detail	No Application amount or EMD needs to be submitted?	Refer Clause 1 - NOTICE INVITING TENDER (NIT) of the RFP (Page no. 5) - EMD - Not required
8	<u>Clause 3(a)(xiii) (Pg. No. 9)</u>	Statutory fees will be paid by the BRLMs after obtaining negotiated quotes where applicable and would be	W.r.t. statutory expenses, we request you to consider if a suitable payment mechanism be formulated by IREDA for making payments directly by the company to the regulatory bodies as and when required instead of going for reimbursement to BRLMs to ease out practical difficulties.	Refer Clause 3(a). Scope of Work (xiii) of the RFP (Page no 9) – “Statutory fees will be paid by the BRLMs after obtaining negotiated quotes where applicable and would be reimbursed by IREDA as per actual against an invoice.”

S. No.	Clause No.	Clause	Query	Response																														
		reimbursed by IREDA as per actual against an invoice: (a) NSE/BSE charges for use of software for the book building/any filing fee. (b) If any payment is required to be made to Depository or the Depository Participants for transfer of shares to the beneficiaries' account. (c) If any payment is required to be made to stock exchanges for initial processing, filing and listing of shares, if any		<table><tr><th>Items</th><th>Responsibility of payment</th></tr><tr><td>NSE/BSE charges for use of software for the book building/any filing fee</td><td>As per RFP clause 3(a)(xiii) -a,b,c</td></tr><tr><td>Depository or the Depository Participants</td><td>As per RFP clause 3(a)(xiii) -a,b,c</td></tr><tr><td>stock exchanges for initial processing, filing and listing</td><td>As per RFP clause 3(a)(xiii) -a,b,c</td></tr><tr><td>Registrar</td><td>IREDA</td></tr><tr><td>Escrow</td><td>IREDA</td></tr><tr><td>Auditor</td><td>IREDA</td></tr><tr><td>Monitoring agency cost</td><td>IREDA, if applicable</td></tr><tr><td>Third Party for certification</td><td>BRLMs, if applicable</td></tr><tr><td>Virtual data room cost</td><td>IREDA</td></tr><tr><td>Industry Agency cost</td><td>BRLMs – as per section 3(a) of the RFP</td></tr><tr><td>Roadshows</td><td>Clause 3(a)xii Page no. 9</td></tr><tr><td>Advertisement</td><td>Clause 3(a)x Page no. 9</td></tr><tr><td>Printer expenses</td><td>BRLMs, if applicable</td></tr><tr><td>Selling commission to SCSBs, syndicate members etc</td><td>On reimbursement basis, post submission of the invoice, company will pay</td></tr></table>	Items	Responsibility of payment	NSE/BSE charges for use of software for the book building/any filing fee	As per RFP clause 3(a)(xiii) -a,b,c	Depository or the Depository Participants	As per RFP clause 3(a)(xiii) -a,b,c	stock exchanges for initial processing, filing and listing	As per RFP clause 3(a)(xiii) -a,b,c	Registrar	IREDA	Escrow	IREDA	Auditor	IREDA	Monitoring agency cost	IREDA, if applicable	Third Party for certification	BRLMs, if applicable	Virtual data room cost	IREDA	Industry Agency cost	BRLMs – as per section 3(a) of the RFP	Roadshows	Clause 3(a)xii Page no. 9	Advertisement	Clause 3(a)x Page no. 9	Printer expenses	BRLMs, if applicable	Selling commission to SCSBs, syndicate members etc	On reimbursement basis, post submission of the invoice, company will pay
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S. No.	Clause No.	Clause	Query	Response
9	Clause 7 (Pg. No. 19) of the RFP	<i>The eligible bidders would be required to demonstrate their credentials, for the proposed transaction before the Selection Committee in physical/virtual mode through a presentation. The bidders would also be required to furnish a copy of the presentation immediately thereafter through an e-mail to projects_RE@ireda.in. The date, time and venue for the presentation will be intimated separately.</i>	We request you to clarify that presentation has to be made when we are called for the same post technical evaluation only and need not be submitted at the time of bid submission.	Refer the notes below the table of Clause 7 (Pg. No. 19) of the RFP- EVALUATION OF TECHNO COMMERCIAL BID of RFP - <i>The eligible bidders would be required to demonstrate their credentials, for the proposed transaction before the Selection Committee in physical/virtual mode through a presentation. The bidders would also be required to furnish a copy of the presentation immediately thereafter through an e-mail to projects_RE@ireda.in. The date, time and venue for the presentation will be intimated separately.</i>
10	Clause 13 (r) of the RFP (Page no. 28)	The selected BRLMs would be required to sign a Non-Disclosure Agreement (NDA) with IREDA. Failure to sign the same would make their appointment null and void. The MBs/BRLMs firm/company should execute the NDA after acceptance of appointment/engagement	We request you to kindly clarify, whether NDA needs to be given as a part of technical bid or shall be required to be submitted at a later stage, post appointment along with the Stamp paper. If the NDA has to be submitted with the bid kindly clarify if the same has to be on letter head, plain paper or stamp paper	Refer Clause 13 (r) of the RFP (Page no. 28) - "...The MBs/BRLMs firm/company should execute the NDA after acceptance of appointment/engagement".
11	Refer Clause 14 (j) of the RFP (Page No 32)	The Integrity Pact, as per Annexure-XII, essentially envisages that prospective Bidders/successful Bidders and IREDA, are committing that persons/official of both sides, shall not resort to any corrupt practice(s) at any aspect/stage of the contract and shall act as per the ethical conduct & behavior.	We request you to kindly clarify, whether precontract integrity needs to be given as a part of technical bid or shall be required to be submitted at a later stage, post appointment along with the Stamp paper. If the Integrity Pact has to be submitted with the bid kindly clarify if the same has to be on letter head, plain paper or stamp paper.	Refer Clause 14 (j) of the RFP (Page No 32) "Duly Signed integrity pact shall be submitted by the successful bidder." Refer Clause 2(xvii) of the RFP, (Page. no. 7)

Clarification Ref No. GEM/2024/B/5558567/F.No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS/1

S. No.	Clause No.	Clause	Query	Response
12	Clause 1 - NOTICE INVITING TENDER (NIT) (Page no. 5)		Request the bid submission date be extended by a week	Refer Clause 1 - NOTICE INVITING TENDER (NIT) (Page no. 5) Request related to the relaxation in the RFP terms cannot be considered at this stage.
13	ANNEXURE III & Pg. No. 38	33. We,.....(Name of MB) certify that there has been no indictment/adverse order by a regulatory authority for a grave offence against: 34. us or any person, entity, partnership concern, body corporate or trust which is controlled by our concern or which controls our concern, any of our parent, subsidiaries, our sister concern(s) or associate companies as defined under Companies Act, 2013. 35. CEO/Partner(s)/ Director(s)/ Manager(s)/ Employees of our concern or of our sister concern(s)	In Technical Bids for other RFPs, we provide this undertaking for the bidding entity only, and not for all sister concerns or associate companies as the Bidder is vast. Request you to kindly limit this only to providing it for the bidder. Sister concerns or associate companies would include a lot of other companies, some of which are already listed and are run independently.	Refer Corrigendum Ref No. GEM/2024/B/5558567/F.No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS/1
14	ANNEXURE IV of the RFP (Page no. 39)	Certified true copy of the Board Resolution of the authorized signatories, certified by the authorized official other than the one signing the documents.	Request the company to clarify if a copy of a notarized Power of Attorney document, executed on stamp paper and signed by the Managing Director would suffice.	Refer to the terms of the RFP - ANNEXURE IV of the RFP (Page no. 39) Request related to the relaxation in the RFP terms cannot be considered.
	<u>Clause 14(b), Pg. No. 30</u>	<i>The MBs/BRLMs firm/company shall keep and hold the Company indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, Liabilities (including</i>	Request the Company to exempt this clause as we do not provide indemnities for other clients / transactions as a standard practice.	Request related to the relaxation in the RFP terms cannot be considered

S. No.	Clause No.	Clause	Query	Response
		statutory Liability), penalties, demands, charges, costs (including Legal costs) and expenses, damages, Losses and any other expenses which may be caused to or suffered by or made or taken against the Company arising out of: 1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the MBs/BRLMs firm/company 2. Any contravention or Non-compliance with any applicable Laws, regulations, rules, statutory or Legal requirements by the MBs/BRLMs firm/company; 3. Failure to make the allotment and placement diligently, accurately and in accordance with allotment criteria. 4. Infringement of any Law pertaining to patent, trademarks, copyrights etc., or due to incidents of omission and commission of successful bidder, whether intentional or inadvertent. All indemnities shall survive notwithstanding expiry or termination of the contract and MBs/BRLMs firm/company shall continue to be liable under the indemnities.”		

S. No.	Clause No.	Clause	Query	Response
	<u>Clause 14 (c), Pg. No. 30</u>	<i>The MBs/BRLMs firm/company aggregate Liability in connection with obligations undertaken as a part of the RFP 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 Total Contract Value. The MBs/BRLMs firm/company Liability in case of claims against the Company resulting from Misconduct or Negligence of MBs/BRLMs firm/company, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited</i>	Request the Company to exempt this clause as we do not provide indemnities for other clients / transactions as a standard practice.	Request related to the relaxation in the RFP terms cannot be considered
	<u>Clause 13 (q), Pg. No. 28</u>	<i>Bidder shall indemnify and keep Company indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking regarding Confidential Information by Bidder and/or its employees, subcontractors, agents or consultants and shall immediately reimburse and pay to Company on demand all damages, Loss, cost, expenses</i>	Request the Company to exempt this clause as we do not provide indemnities for other clients / transactions as a standard practice.	Request related to the relaxation in the RFP terms cannot be considered. Refer Clause 14(c), Page no. 30 of the Rfp.

S. No.	Clause No.	Clause	Query	Response
		<i>or any charges that Company may sustain suffer, incur or pay in connection therewith.”</i>		
	<u>ANNEXURE III, Point 38, Pg. No. 38</u>	<i>Further, we certify and undertake that for a period commencing from the date of our appointment (if so appointed) as the BRLMs till the completion of the transaction, we shall keep IREDA informed of any mandate/contracts entered into, to advise or act on behalf of or associate ourselves with, any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of IREDA, in respect of any transaction of same nature as the transaction in respect of which we have been appointed as the BRLM</i>	Request the Company to exempt this clause as we do not provide indemnities for other clients / transactions as a standard practice.	Request related to the relaxation in the RFP terms cannot be considered
	<u>Clause 3 (a) (ii), Pg. No. 8</u>	Structure the “QIP” in conformity with the prevailing framework and regulations/guidelines of SEBI Act 1992, the Stock Exchanges and SEBI (ICDR) Regulations, 2018; Securities Contract (Regulation) Act, 1956; Securities Contract (Regulation) Rules 1957; SEBI (Listing Obligations and	BRLMs will only be able to advise on regulations/circulars/guidelines etc. issued by SEBI or stock exchanges. Any advise on Foreign Exchange Management Act, 1999 or FDI norms can be added to the scope of work of legal counsels.	Request related to the relaxation in the RFP terms cannot be considered

S. No.	Clause No.	Clause	Query	Response
		Disclosure Requirements) Regulation, 2015 as amended from time to time; and the Companies Act, 2013, Foreign Exchange Management Act, 1999, FDI norms and other applicable statutes and rules/regulations made under above statutes, Guidelines issued, or the guidelines or directions issued by the Stock Exchanges or otherwise		
	<u>Clause 3 (a) (xvii), Pg. No. 10</u>	Transfer of shares on offer to the designated stock exchange or the Clearing Corporation; completion of all formalities for allotment and credit of equity shares to Investors, listing, and trading permission and transfer of funds to Bank's account. Reconciliation of subscription amount along with Banking confirmations and the original applications within the due date.	Following post transaction related activity is not applicable in case of a QIP: - Reconciliation of subscription amount along with Banking confirmations and the original applications - payment of interest on application/ refunds, if any, within the due date, Hence, the above should not form part of the scope of work of BRLMs to the QIP.	Request related to the relaxation in the RFP terms cannot be considered
	<u>Clause 3(a)(v) (Pg. No. 9)</u>	Conduct pre-market survey, market research, road shows, investor calls, and one-on-one meetings with potential Qualified Institutional Buyers (QIBs) such as mutual funds, insurance companies, pension funds, and foreign institutional investors to generate interest amongst prospective investors for the Issue. Facilitate communication about the	Request the Bank to modify the clause to "To assist in undertaking market research..."	Request related to the relaxation in the RFP terms cannot be considered

Clarification Ref No. GEM/2024/B/5558567/F.No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS/1

S. No.	Clause No.	Clause	Query	Response
		growth potential of the Company and articulate the key marketing themes and positioning of IREDA.		
	Annexure XI, Pg. No. 50	Quantum of funds mobilized from foreign institutional investors (in foreign market) for Equity Capital Market transaction (not withdrawn or pulled pre or post roadshow) in individual capacity for a domestic Company during 01.04.2021 – Date of Bidding by the respective BRLM	This data is confidential to a great extent and is difficult to substantiate, hence kindly exempt submission of this data.	Request related to the relaxation in the RFP terms cannot be considered
16	Clause 3 (a) (iii) (a), Pg. No. 8	Advise on the regulatory norms, disclosure, and disclaimer requirement and assist in securing requisite statutory and regulatory approvals, clarifications and exemptions, wherever necessary, from various regulatory agencies such as SEBI, Stock Exchanges, RBI, and other regulatory and statutory authorities.	It will be the responsibility of the Company to seek approvals and/ or exemptions and/ or clarifications, as may be deemed necessary from RBI and or other statutory authority. BRLMs can only assist in seeking approvals/exemptions from SEBI and Stock Exchanges.	Refer to Clause 3(a)(iii)(a) of the RFP Page no. 8
17	Annexure XI, Pg. No. 50	A. Number of locations where offices/ branches / tie up (collaboration) at international level as on the date of bid submission	What is the nature of document proof to be submitted for this point? Will relevant disclosures in the Annual Report suffice.	Refer to ANNEXURE XI, of the RFP (Page no. 50)
18	Clause 9 & Annexure VI, Pg. No. 21 & 41 respectively	The bidders are required to quote fee as a % of the issue size, considering an issue size of Rs. 4,500 crore for the whole transaction. The amount should	In the case of precedent transactions, we have observed that GeM Portal accepts 'Financial Bid' as Lumpsum cost only, whereas RFP requirement is that Financial Bid needs to be quoted as a % of Issue Size which is not possible due to GeM portal limitation.	Refer Corrigendum Ref No. GEM/2024/B/5558567/F.No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS/1

S. No.	Clause No.	Clause	Query	Response
		be mentioned both in the figures and words. In case of mismatch between the two, the amount mentioned in words would be considered final. The fee quoted by selected BRLMs would be paid by IREDA along with applicable GST after deducting 'Tax Deducted at Source' (TDS) as applicable.	We request you to clarify, if bidder can quote Lumpsum cost only as per GeM portal's requirement.	
19	Clause 3 (a) (iv) (a), Pg. No. 9	Assist in the valuation and best pricing of the Issue, allocation of shares and provide after sale support, etc	We request you to please clarify what kind of after sale support is expected from the BRLMs post listing of securities.	Refer clause 5(B), of the RFP (Page no. 14)
20	Clause 13(1), page no. 25	Performance Bank Guarantee (PBG): Successful bidder must submit the PBG @5%of contract value of the said bidder in the format prescribed by the GeM Portal within 15 days' time from the issuance of the work order. As a Contract Performance Security, the successful bidder, to whom the work is awarded, shall furnish a Contract Performance Guarantee which shall be in the form of a Bank Guarantee from any Scheduled Bank as per RBI or Public Sector Bank. Bank Guarantee from any Scheduled Bank in favour of the Client shall be in the prescribed Proforma as per Gem Portal, within 15 days of signing the Contract. The	Request the company to clarify the following: • Will the PBG be for 5% or 1% of the contract value ? • What would be the total contract value in case of this QIP? • Will each selected bank be required to submit a PBG of 5% of contract value ? • Will the PBG be for 5% of the total contract value or will the contract value be divided across all selected BRLMs ? • Request the company to clarify if the Contract Performance Guarantee is applicable to each BRLM separately or jointly to all BRLMs.	1. Refer Corrigendum Ref No. GEM/2024/B/5558567/F.No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS/1 2. Refer Clause 8 , Page no. 21 of the RFP <i>"The fee quoted by H-1 for the transaction would be shared equally by all the appointed BRLMs. However, if any BRLM selected on this basis has quoted a lower fee than that quoted by H-1 then that BRLM will get a fee equal to the fee quoted by him divided by the number of BRLMs appointed for the transaction."</i> <i>The fee allocated as stated above to the respective BRLM shall be the contract value for the purpose of PBG of each BRLM separately.</i>

Clarification Ref No. GEM/2024/B/5558567/F.No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS/1

S. No.	Clause No.	Clause	Query	Response
		guarantee amount shall be equal to one percent (5%of the total contract value (which is including all expenses, taxes, duties and levies, if any but excluding goods and service tax, education cess and secondary & higher education cess) and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The validity period of the guarantee should be up to 1 year from the date of completion of the engagement. The Contract Performance Guarantee is intended to secure the performance of the entire Contract.		
21	Clause 4 (3), page no. 12	The Bidder should not have any Conflict of Interest for the assignment as defined in the RFP.	Kindly clarify the scope of conflict of interest	Refer Corrigendum Ref No. GEM/2024/B/5558567/F.No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS/1
22	Clause 4 (5), page no. 12	The Bidder should give an undertaking that no action has been initiated by SEBI/ CVC/ RBI or any other Government/ Statutory agency with regard to any financial irregularities.	Kindly define financial irregularities	Refer Corrigendum Ref No. GEM/2024/B/5558567/F.No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS/1
23	Clause ANNEXURE IV- (5), page no. 39	Duly filled & signed Annexures: Annexure I - XIII	We don't find Annexure XIII in the RFP document. It is missing. Pls. clarify	Refer Corrigendum Ref No. GEM/2024/B/5558567/F.No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS/1

S. No.	Clause No.	Clause	Query	Response
24	Clause 7, page no. 17	Number of ECM transactions (QIP) handled and completed as BRLMs for domestic company (in Domestic and/or international market) (not withdrawn or pulled PRE OR POST ROADSHOW) during 01.04.2021 – Date of Bidding, of size >= ₹3000 Crore each	Kindly clarify if the date of bidding is the end date of the bid as mentioned on page 1 of the RFP	Refer clause 1, NOTICE INVITING TENDER (NIT), page no. 5, <i>Technical Bid Opening Date</i>

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-11-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-11-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of New And Renewable Energy
Department Name/विभाग का नाम	Indian Renewable Energy Development Agency
Organisation Name/संगठन का नाम	Indian Renewable Energy Development Agency
Office Name/कार्यालय का नाम	Ireda
Item Category/मद केटेगरी	Custom Bid for Services - ENGAGEMENT OF BOOK RUNNING LEAD MANAGERS FOR RAISING EQUITY CAPITAL THROUGH QUALIFIED INSTITUTIONAL PLACEMENT
Similar Category/समान श्रेणी	Hiring of Consultants - Milestone/Deliverable Based
Contract Period/अनुबंध अवधि	1 Year(s) 1 Month(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	1600 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण**Do you want to show documents uploaded by bidders to all bidders participated in bid?/**

No

Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया

No

Type of Bid/बिड का प्रकार

Two Packet Bid

Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय

20 Days

Payment TimelinesPayments shall be made to the Seller within **30** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)**Evaluation Method/मूल्यांकन पद्धति**

Total value wise evaluation

Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है

Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता

No

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक

YES Bank Limited

ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)

5.00

Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).

24

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Chief Manager

Ireda, Indian Renewable Energy Development Agency, Indian Renewable Energy Development Agency, Ministry of New and Renewable Energy

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality:[1730190359.pdf](#)

Instruction To Bidder:[1730190363.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1730190368.pdf](#)

Scope of Work:[1730190375.pdf](#)

Payment Terms:[1730190380.pdf](#)

Penalties:[1730190381.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1730190387.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1730190394.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1730190398.pdf](#)

GEM Availability Report (GAR):[1730190402.pdf](#)

Buyer's Competent Authority Approval:[1730190407.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1730190411.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1730190415.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1730190419.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Experience and Capabilities in handling similar transactions, Sector Expertise, Experience and Understanding of ECM, Team Strength, Manpower Commitment to the Deal, Local & Global Presence, Presentation	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):80:20

Interview Venue:Will be shared later

Presentation Venue:Will be shared later

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
05-11-2024 11:00:00	Will be shared later

Custom Bid For Services - ENGAGEMENT OF BOOK RUNNING LEAD MANAGERS FOR RAISING EQUITY CAPITAL THROUGH QUALIFIED INSTITUTIONAL PLACEMENT (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	ENGAGEMENT OF BOOK RUNNING LEAD MANAGERS FOR RAISING EQUITY CAPITAL THROUGH QUALIFIED INSTITUTIONAL PLACEMENT
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Manjusha Shukla	110003, IREDA Ltd., First Floor, Core 4A, East Court, India Habitat Centre Complex, Lodhi Road , New Delhi	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.

13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



Schedule 'A' company

ISO 9001:2015,27001:2013 Certified

REQUEST FOR PROPOSAL (RFP)

for

**ENGAGEMENT OF BOOK RUNNING LEAD MANAGERS FOR
RAISING EQUITY CAPITAL THROUGH QUALIFIED
INSTITUTIONAL PLACEMENT**

INVITATION TO BID

**E-Tender Reference Number: F.No.01/010/2024-IREDA/ BOOK RUNNING
LEAD MANAGERS**

Date: 29-10-2024

Indian Renewable Energy Development Agency Limited

**Regd. Office: Core-4'A', First Floor, East Court, India Habitat Centre, Lodi Road, New
Delhi – 110003**

**Corporate office: August Kranti Bhawan, 3rd Floor, Bhikaiji Cama Place New Delhi–
110066**

**IREDA Business Centre: NBCC Office Complex, Office Block No. 2, Plate B, 7th floor,
Easst Kidwai Nagar, New Delhi-110023**

Signature & Seal of Bidder and/or their Authorised Representative

DISCLAIMER

This Request for Proposal (“RFP”) document for **“ENGAGEMENT OF BOOK RUNNING LEAD MANAGERS FOR RAISING EQUITY CAPITAL THROUGH QUALIFIED INSTITUTIONAL PLACEMENT”** contains brief information about the scope of work and selection process to assist bidders in formulation of their proposal (“the Proposal”). This RFP document is not an agreement and is not an offer or invitation by Indian Renewable Energy Development Agency (“IREDA” or “Company”) to any party other than the applicants who are qualified to submit the bid (hereinafter individually and collectively referred to as “bidder” or “bidders” respectively).

This Document does not purport to contain all the information that may be required by the Bidder. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. The bidder should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their proposals.

IREDA, and its employees make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restriction or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, to be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

IREDA in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP without assigning any reasons whatsoever. Such change will be published on GeM & IREDA’s website and it will become part and parcel of this RFP.

IREDA reserves the right to accept or reject any or all applications at any stage without giving any reasons thereof. IREDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the entries to be submitted in accordance with the conditions listed in this RFP. The decision of IREDA shall be final, conclusive and binding on all parties.

Signature & Seal of Bidder and/or their Authorised Representative

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1. NOTICE INVITING TENDER (NIT)

Indian Renewable Energy Development Agency has decided raising of equity capital through Qualified Institutional Placement (“QIP”) as per Securities and Exchange Board of India (“SEBI”) rules and regulations. The Government of India (“GoI”) shareholding in the Company can be diluted, owing to issue of fresh equity through QIP route, up to an extent of 7% of the paid-up equity of IREDA on post issue basis in one or more tranches. Presently the fund raising is planned up to ₹4500 Crore in one or more tranches. However, the subject amount of raising i.e. ₹4500 Crore may undergo change (increase or decrease) owing to market conditions and business requirements. Further, the Company intends to initiate the process related to the selection and appointment of up to 5 Book Running Lead Managers (“BRLMs”/ “Merchant Bankers”) to prepare the requisite documents and to undertake various activities in relation to the QIP. The company has the option to change the number of the Merchant Bankers, if considered necessary. The Company’s decision in this regard, will be final and binding on all the parties concerned.

In above backdrop, IREDA, a Schedule A, Navratna Company, under the administrative control of Ministry of New and Renewable Energy (“MNRE”), GOI, invites bids on Government e-Marketing (“GeM”) as per the Pre-Qualification Requirements (“PQRS”) of this document from reputed Category-I Merchant Bankers registered with SEBI, having a valid certificate on the date of application for the bid and the experience and expertise in handling QIPs in Equity Capital Market (“ECM”).

The bid is to be submitted singly for acting as Book Running Lead Manager (BRLM) to assist and advise IREDA in the transaction.

Tender document is to be downloaded from IREDA’s website, www.ireda.in (for reference only) or GeM website <https://gem.gov.in/> as per the **Critical Date schedule** given below:

Description	Details
Name of the bid	ENGAGEMENT OF BOOK RUNNING LEAD MANAGERS FOR RAISING EQUITY CAPITAL THROUGH QUALIFIED INSTITUTIONAL PLACEMENT
Tender reference no	F.No.01/10/2024-IREDA/BOOK RUNNING LEAD MANAGERS
Type of Bid	Merchant Banking Services

Signature & Seal of Bidder and/or their Authorised Representative

Consortium	Not Allowed
Date of Issue of Bid Document	29-10-2024
Email address for queries	The prospective bidders have to send their queries in writing through email to <i>rishika@ireda.in and manjushashukla@ireda.in; projects_RE@ireda.in</i> or on GeM portal within a maximum period of 4 days i.e. 04-11-2024. Pre bid meeting shall be held only with those prospective bidders who send the queries in writing.
Pre-Bid Meeting Date	Prebid meeting shall be held individually with the prospective bidders who have sent their queries in writing on: 05-11-2024.
Bid Submission End Date	13-11-2024, Time: 3 p.m.
Technical Bid Opening Date	13-11-2024, Time: 3:30p.m.
Date of technical presentation	To be intimated separately
Date and time of opening of Financial bids (“Financial Bids/ Price Bids”)	Financial Bids of only technically qualified bidders shall be opened on GeM portal. Date will be intimated separately
Methodology of Commercial selection	Quality Cost-Based Selection formula (“QCBS”) (80:20 weightage for Technical and Financial score respectively for deriving combined score)
Performance Based Guarantee	Applicable
Bid Security/Earnest Money Deposit (EMD)	NIL
Bid Validity Period	Upto 180 days from the date of opening of Technical Bid
Place of submission of Bids	Completed bids to be uploaded on GeM Portal website: www.gem.gov.in .
Name and address for communication	Manjusha Shukla Chief Manager (F&A) Indian Renewable Energy Development Agency Limited 7th Floor, Plate-B, Block-2, NBCC Office Complex, East Kidwai Nagar, New Delhi – 110023 011-24347729 (extn. up to 99)

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2. BID

- i. Bid Submission: Bids shall be submitted online only at **www.gem.gov.in**. The RFP document will be uploaded in the Company's website, <https://www.ireda.in> and www.gem.gov.in.
- ii. Tenderers/Bidders are advised to follow 'Instructions to Bidders for the e-submission of the bids online through the GeM Portal for e-Procurement' at GeM website: www.gem.gov.in and the "Instructions to Bidders for Online Bid Submission" provided at **Annexure-I** to this document.
- iii. Not more than one tender/bid shall be submitted by one bidder or bidders having business relationship with one another. Any breach of this condition will render the tenders/ bids of both parties liable to rejection.
- iv. Intending Bidders are advised to visit IREDA's website & GEM portal regularly till the closing date of submission to keep themselves updated as any change/modification in the tender/ RFP will be intimated through IREDA's website & GEM only by corrigendum/addendum/ amendment.
- v. Tenderers/bidders, who have downloaded the tender/RFP from **www.gem.gov.in**. shall not tamper/modify the Tender/RFP form including downloaded price bid template in any manner. In case, the same is found to be tampered/modified in any manner, tender/ bid will be completely rejected and tenderer/bidder is liable to be banned from doing business with IREDA.
- vi. **Pre-Bid Queries:** The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases seek clarification by writing to: *rishika@ireda.in* and *manjushashukla@ireda.in*; *projects_RE@ireda.in* mentioning the relevant RFP clause and relevant page number or on GeM portal as per the timelines stated in the Critical Date schedule.
- vii. In case pre-bid meeting is required then individual pre-bid meeting shall be conducted and any amendment post issuance of RFP shall be incorporated as corrigendum to the tender documents and shall be uploaded on the GeM portal. Pre-bid meeting will be held in the virtual mode.
- viii. **Clarification of bids:** During the process of scrutiny, evaluation and comparison of offers, the Company may, at its discretion, seek clarifications from all the bidders/any of the bidder on the offer made by them. The bidder must respond to the Company and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Company. However, no post bid clarification at the initiative of the Bidder shall be entertained, except as specified in the RFP.

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- ix. At any time prior to deadline for submission of Bids, the Company, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder through email or in pre bid meeting, may modify the bid document, through addendum/ corrigendum and it shall be notified through Company's website (i.e. <https://www.ireda.in/home> & www.gem.gov.in) and shall be binding on all Bidders and no separate communication will be issued in this regard.
- x. To allow prospective Bidders reasonable time to take the addendum/ corrigendum into account in preparing their bids, the Company, at its discretion, may extend the deadline for a reasonable period as decided by the Company for the submission of Bids.
- xi. The bid, correspondence and communication for the process would be in English only. No other Languages, vernacular versions or translations/ transliterations are permitted. The bids which are not in English shall be rejected.
- xii. Attested true photocopies of relevant documents/certificates should be submitted as proof in support of the undertaking/ declarations/claims etc. wherever applicable. The Company reserves the right to independently verify/evaluate the claims/ documents/ certificates etc. submitted as proof.
- xiii. The Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the Bid document and the meaning and impact of that information.
- xiv. Each Bidder should notify the Company of any error, fault, omission, or discrepancy found in this RFP document, not later than Pre-Bid meeting.
- xv. All costs and expenses (whether in terms of time or money) incurred by Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussion etc. and providing any additional information required by the Company will be borne entirely and exclusively by the Bidder.
- xvi. IREDA and its employees make no representations or Warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of statements contained in this Document. The Company also accepts no liability of any nature whether from negligence or otherwise, however caused arising from reliance of any bidder upon the statements contained in this RFP. No binding Legal relationship will exist between any of the Bidders and the Company until execution of a contractual agreement to the full satisfaction of the Company.
- xvii. All the pages of the RFP need to be signed by the authorized signatory of the bidder as a confirmation that all the conditions of the RFP are acceptable to the bidder. No conditional bid will be accepted.

3. SCOPE OF WORK AND ACCOUNTABILITY

The company proposes to raise fresh equity through QIP route. The GOI shareholding in IREDA to be diluted, owing to issue of fresh equity through QIP route, up to an extent of 7% of the paid-up equity of IREDA on post issue basis in one or more tranches. Presently the fund raising is planned up to ₹4500 Crore in one or more tranches. However, the subject amount of raising i.e. ₹4500 Crore may undergo change (increase or decrease) owing to market conditions and business requirements. The Merchant Bankers/BRLMs will be required, inter alia, to undertake tasks related to all aspects of raising of equity capital for the Company including but not limited to:

a. Scope Of work

- i. Provide strategic advise to IREDA on the timing, structure and the modalities of the Issue depending upon the market conditions and the investors appetite.
- ii. Structure the “QIP” in conformity with the prevailing framework and regulations/guidelines of SEBI Act 1992, the Stock Exchanges and SEBI (ICDR) Regulations, 2018; Securities Contract (Regulation) Act, 1956; Securities Contract (Regulation) Rules 1957; SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015 as amended from time to time; and the Companies Act, 2013, Foreign Exchange Management Act, 1999, FDI norms and other applicable statutes and rules/regulations made under above statutes, Guidelines issued, or the guidelines or directions issued by the Stock Exchanges or otherwise.
- iii. Advise the Company on all matters related to the transaction, including but not restricted to the following:
 - (a) Advise on the regulatory norms, disclosure, and disclaimer requirement and assist in securing requisite statutory and regulatory approvals, clarifications and exemptions, wherever necessary, from various regulatory agencies such as SEBI, Stock Exchanges, RBI, and other regulatory and statutory authorities.
 - (b) Preparation of requisite Literature for circulation, publication, etc. relating to the transaction.
 - (c) Filing of returns or notices>Returns/Declarations with stock exchanges, Registrar of Companies or any other statutory and/ or regulatory authorities and assist in completing all the requirements and formalities
 - (d) The Bidder shall work in coordination with the Company’s legal team/Legal Counsels/Law Firms appointed by the Company with respect to all legal issues (pre/post issue) for the completion of the Issue and up to one years thereafter.
 - (e) Identify and prepare list of potential investor in India and abroad with apparent interest and sufficient resources to garner subscription to the issue.
 - (f) Undertake due diligence activities and prepare the Draft Placement Document / Placement Document, coordinate the work of intermediaries and completing all stipulated requirements and formalities of regulatory/statutory authorities. This may also involve multiple updation of such document(s)/ paper(s) depending upon the Company’s decision with regard to a particular issuance.
 - (g) Filing of Draft Placement Document / Placement Document / notice /

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Returns/Declarations with the Stock Exchange(s).

- (h) Manage the issue with the resources of adequate professional skill to ensure best outcome.
 - (i) Managing the ROC filings
- iv. Ensure best return to the Company.
- (a) Assist in the valuation and best pricing of the Issue, allocation of shares and provide after sale support, etc.
 - (b) Providing any analytical and transactional support required by the Company for successful completion of the issue.
- v. Conduct pre-market survey, market research, road shows, investor calls, and one-on-one meetings with potential Qualified Institutional Buyers (QIBs) such as mutual funds, insurance companies, pension funds, and foreign institutional investors to generate interest amongst prospective investors for the Issue. Facilitate communication about the growth potential of the Company and articulate the key marketing themes and positioning of IREDA.
- vi. Provide a post-transaction analysis on how the issue was received by the market, including feedback from QIBs, and the overall performance of the transaction
- vii. Provide ongoing market intelligence and advice to the company on potential future fundraising options based on market conditions
- viii. Assist in selection of intermediaries which needs to be appointed by IREDA (Escrow Bank etc.) and coordinate the work of all intermediaries.
- ix. Appoint requisite bankers counsel for carrying out the due diligence required to complete the task as per the SEBI guidelines.
- x. Prepare and approve statutory advertisements for publication if need be. The cost of the preparation will be borne by the BRLMs and the cost of publication will be borne by the IREDA.
- xi. Shall enter into the requisite agreements as need be.
- xii. Organize road shows both domestic and international. All expenses in this regard will be borne by the BRLMs except the tour expenses of IREDA officials.
- xiii. Statutory fees will be paid by the BRLMs after obtaining negotiated quotes where applicable and would be reimbursed by IREDA as per actual against an invoice:
- (a) NSE/BSE charges for use of software for the book building/any filing fee;
 - (b) If any payment is required to be made to Depository or the Depository Participants for transfer of shares to the beneficiaries' account.
 - (c) If any payment is required to be made to stock exchanges for initial processing, filing and

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listing of shares, if any.

- xiv. The Pre-Issue deliverables are to be completed within the time stipulated by the Regulators / Law in force.
- xv. BRLMs need to ensure completion of all post issue related activities as laid down in the SEBI Regulations, NSE and/or BSE rules and various Government agencies.
- xvi. Rendering such other assistance as may be required in connection with the issue.
- xvii. Transfer of shares on offer to the designated stock exchange or the Clearing Corporation; completion of all formalities for allotment and credit of equity shares to Investors, listing, and trading permission and transfer of funds to Bank's account. Reconciliation of subscription amount along with Banking confirmations and the original applications within the due date.
- xviii. Assist in processing of refunds/ payment of interest on application, if any within due date; ensure completion of post issue compliances in timely manner to avoid any kind of penalty imposed by regulatory authorities.
- xix. The BRLMs shall ensure compliance with SEBI (Merchant Bankers) Regulations, 1992, SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018 and all other applicable SEBI Guidelines and statutory provisions including amendments from time to time to ensure the success of the Issue and further ensure that all related work/processes are complied with, as per applicable guidelines and statutory provisions.
- xx. Perform all other activities, provide services and undertake all responsibilities incidental or arising in connection with the issue.

b. Accountability

To ensure best returns to the Company; the selected BRLMs will be required to comply with the following conditions emerging from the responsibilities listed Scope of Work, above:

(a) Actionable from the date of issue of the appointment Letter/engagement agreement - selected BRLMs will submit to the Company:

- i. Within 2 (two days) from the date of issue of the appointment Letter:
 - Details of inter-se allocation of responsibilities ("Inter-Se") in relation to the QIP amongst the Merchant Bankers and/or their affiliates. The inter-se submitted by the selected bankers shall be evaluated by the Company and they may be required to make certain alterations and re-submit the inter-se.
 - The revised inter-se should be submitted to the Company within 2 days of finalization of the revisions in the inter-se with the Company. The revised inter-se, upon formal acceptance by the Company, shall become final and binding inter-se of Action which the BRLM would be required to implement;
- ii. Within 2 (two days) of point a (i) above, a detailed strategy for reaching out to the investors

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so as to create awareness about institutional participation; and

iii. A “Plan of Action” on each responsibility and task to be undertaken by the selected bankers as a BRLM in connection with the captioned Issue including but not limited to all the tasks as specified in the RFP. The Plan of Action submitted by the selected bankers shall be evaluated by the Company and they may be required to make certain alterations and resubmit the Plan. The Revised Plan of Action should be submitted to the Company within 2 days of finalization of the revisions in the Plan of Action with the Company. The revised Plan of Action, upon formal acceptance by the Company, shall become final and binding Plan of Action which the BRLM would be required to implement.

(b) Selected BRLM will be required to provide regular updates as decided by the Company, regarding the progress made on the final Plan of Action (as referred above) and the tasks undertaken (including follow-ups done) etc during the preceding period and the course of action for the period after the day this update is being given

(c) Within 14 (Fourteen days) from the date of issue of the appointment letter each of the selected bankers will submit to the management: Separate list of investors (both domestic and international) indicating name and address of the investor to be approached by each of the selected BRLM for the QIP.

(d) Selected BRLM will be required to submit post the domestic and international investor meetings, the potential interest of the investors with likely volume and likely price expectation based on latest interaction and response of the fund managers.

(e) The selected BRLMs will be required to ensure media management and PR so as to generate adequate publicity for the Company within the realms as permitted by Securities and Exchange Board of India ***if need be***.

(f) Selected BRLM will be required to advise the Company on the proper and optimum timing and pricing for the QIP (apart from other tasks in relation to QIP).

(g) Further, after closure of QIP, within 10 days the selected bankers will be required to submit a self-appraisal on the Final Plan of Action that the Company had accepted. The company shall also evaluate the BRLMs’ performance based on the Final Plan of Action and self-appraisal sent by the selected BRLMs.

4. PRE-QUALIFICATION REQUIREMENTS (PQR) - ELIGIBILITY CRITERIA

S. No.	Eligibility Criteria	Documents to be submitted
1	Applicant/Bidder should be a registered Category - I Merchant Bankers/BRLMs holding valid certificate on the date of submission of the tender, issued by SEBI and is qualified to undertake the subject assignment.	Valid SEBI Registration certificate certified by the Authorized Signatory. Annexure-IV
2	The bidder must have at least one office in India at the time of submission of the bid.	Undertaking on the Letter head of the Bidder/copy of the latest utility bill in the name of the Bidder certified by the Authorized Signatory. Annexure-X
3	The Bidder should not have any Conflict of Interest for the assignment as defined in the RFP.	Undertaking on the Letter head of the Bidder certified by the Authorized Signatory - Annexure-III
4	The Bidder should not have been: prohibited by any Statutory/ Regulatory authority or Court or Tribunal or any Authority in offering such services and blacklisted/debarred by Central Government or State Government or SEBI or RBI or PSB/PSU or by any authority in the past or present.	
5	The Bidder should give an undertaking that no action has been initiated by SEBI/ CVC/ RBI or any other Government/ Statutory agency with regard to any financial irregularities.	
6	The Bidder should have minimum Average annual turnover of ₹ 16 Crore on standalone basis, as per the duly audited latest three financial years. i.e. FY 23-24,22-23,21-22.	Annexure-VII Copy of Audited Accounts duly Certified by the Authorized Signatory.
7	The Bidder should have experience of having successfully completed similar works during last 3 Financial years (FY) plus current FY ending last day of month to the one in which applications are invited (should be either of the following): 1. Three similar completed works costing not less than Rs.1.7 crores. 2. Two similar completed works costing not less than Rs.2.1 crores. 3. One similar completed work costing not less than Rs.3.3 crores. <i>Note: Similarly completed transaction means contract/</i>	Documents and details as per Annexure-II.

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	agreement/ work order pertaining to IPO/FPO/QIP. Completion of the contract shall mean, raising of the funds under the issue and successful listing of the equity shares at the stock exchange.	
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If any M&A (merger & acquisition) transaction has taken place in the bidding entity, in said case the credentials of the entities which have been merged/ acquired will be considered for the purpose of evaluation of PQR & Technical criteria.

The bidder's claiming to be MSME and/or MSME-SC/ST/Women and/or Start Ups etc., the relaxations and exemptions as per Government of India notifications/instructions/guidelines w.r.t. the requirements of turnover & number of years of experience are allowed subject to production of requisite documents/proofs etc.

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5. DELIVERABLES

The deliverables for the assignment shall include:

A. Pre-Issue Deliverables

- i. Structure the QIP issue in conformity with the prevailing framework and Regulations / Guidelines of SEBI, the Stock Exchanges and Securities Contracts (Regulation) Act, 1956; Securities Contracts (Regulation) Rules, 1957; and Companies Act, 1956/2013, and other applicable Rules/Regulations in force etc.
- ii. Assist in preparation of the draft placement document and final placement document.
- iii. Assist in facilitation of execution of definitive documents / agreements upon approval by the Company.
- iv. Advise on the regulatory norms and assist in securing approval and exemptions, wherever necessary, from regulatory agencies such as SEBI, Stock Exchanges, RBI, etc.
- v. Prepare and approve the statutory & other advertisements for publication of advertisement for QIP issue in the newspaper or such other documents including but not limited to Draft Placement Document/ Placement Document, for eliciting response for the interested shareholders for the QIP issue. Company shall pay the cost of advertisement in newspaper/media.
- vi. Identify and prepare list of potential investors in India and abroad with apparent interest and sufficient resources to garner subscription to the issue other matter as enumerated in Scope of work.
- vii. The Pre-Issue deliverables are to be completed within the time stipulated by the Regulators / Law in force.

B. Post Issue Deliverables

- i. Reconciliation of subscription amount along with Banking confirmations and the original applications.
- ii. Assisting the Company in allotment of QIP at NSDL and CDSL within the due date.
- iii. Assisting the Company in preparation of final documents and Listing of fresh issued shares through QIP with Stock Exchange(s) within the date.
- iv. Assisting the Company in payment of interest on application / refunds, if any, within the due date.
- v. Assisting the Company in filing various statutory documents with SEBI / Stock Exchange/RoC.

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- vi. Facilitating transfer of sale proceeds to IREDA and shares to the investors/ shareholders.
- vii. BRLMs shall ensure compliance with SEBI (Merchant Bankers) Regulations, 1992, SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018 and all other applicable SEBI Guidelines and statutory provisions to ensure the success of the QIP issue and further ensure that all related work/processes are completed as per applicable guidelines and statutory provisions.
- viii. The assignment shall be considered complete and successful upon transfer of equity shares to the purchasers of shares upon receipt of QIP sale proceeds to the Company and any other after sale support.
- ix. Ensure completion of all post issue related activities as laid down in the SEBI Regulations.
- x. Render such other assistance as may be required in connection with the QIP.

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6. SUBMISSION OF TENDER

- i. The bid shall be submitted under a single stage two packet system containing Technical Proposal and Price Proposal.
- ii. The bid shall be submitted online through e-tender only on GeM portal. Manual bid submissions will not be accepted.
- iii. 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.
- iv. All the documents mentioned in **Annexure – IV** are to be submitted (checklist).
- v. Technical bid along with all undertakings/certificates & Annexures and relevant documentary evidence, duly filled in, page numbered, and signed by authorized signatory of Bidder as per the technical Format need to be submitted.
- vi. Financial bids should be submitted **on the GeM portal online and in the BoQ format only**, as per Annexure-VI.
- vii. Financial aspects of the offer should not be disclosed in any way other than in financial bid in BOQ in GeM portal directly. Technical bids containing any indication to the financial bids will be rejected.
- viii. Misrepresentation of any fact within the bid documents would lead to cancellation of the contract apart from any other actions which Company would be entitled to take.
- ix. Incomplete bids, conditional bids, bids not conforming to the terms and conditions are liable for rejection.
- x. The Company reserves the sole right to accept or reject any or all Proposals thus received without assigning any reasons thereof.

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7. EVALUATION OF TECHNO COMMERCIAL BID

The Techno-Commercial bid of the bidders meeting the Eligibility criteria will be evaluated as per the Quality & Cost Based Selection (QCBS) basis, which will include 80% weighted score for quality (techno-commercial bid) and 20% weighted score for the price (price bid).

Evaluation of Technical Bids - Maximum Marks - 100

The response shall be evaluated on the following criteria, with the evaluation marks against each criterion as mentioned in the table below:

S. No.	Evaluation Criteria		Weight (30/100)	Documents to be submitted for Evaluation
			Sub Marks	
A.	Experience and Capabilities in handling similar transactions as BRLMs during, 01.04.2021 – Date of Bidding			
	1	Number of ECM transactions (QIP) handled and completed as BRLMs for domestic company (in Domestic and/or international market) (not withdrawn or pulled PRE OR POST ROADSHOW) during 01.04.2021 – Date of Bidding, of size >= ₹3000 Crore each	15	Annexure-VII
		Number of ECM transactions > 5	15	
		Number of ECM transactions 3 - 5	10	
		Number of ECM transactions 1 - 2	5	
B.	2	Total cumulative amount raised through ECM transactions (IPO/FPO/QIP) for domestic company handled as BRLMs in Domestic and/or international market (not withdrawn or pulled PRE OR POST ROADSHOW) during 01.04.2021 – Date of Bidding	15	Annexure-VII
		Amount raised > ₹ 12000 Crore	15	
		Amount raised > ₹ 9000 Crore & =< ₹ 12000 Crore	10	
		Amount raised > ₹ 6000 Crore & =< ₹ 9000 Crore	5	
B.	Sector Expertise, Experience and Understanding of ECM		Weight (20/100)	
	1	ECM transactions (IPO/FPO/QIP) (not withdrawn or pulled PRE OR POST ROADSHOW) handled and completed for BFSI/RE during 01.04.2021 – Date of Bidding	10	Annexure-VII
		Number of ECM transactions > 7	10	
		Number of ECM transactions 5 - 7	7	
		Number of ECM transactions 2 - 4	3	
	2	Research publications by inhouse research analyst - covering NBFCs into Financing of Renewable Energy, Energy Efficiency (EE) projects, RE project developers, into infrastructure financing / BFSI sector (Rated) during 01.04.2021– Date of Bidding	10	Annexure-VIII
		More than 10	10	
		Between 5 - 10	5	

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C.	Team Strength, Manpower Commitment to the Deal		Weight (15/100)	
1	EXPERIENCE - CORE TEAM			
	Average hands- on experience of CORE TEAM (minimum 4 officials with atleast 1 end to end completed ECM transaction) in ECM		10	Annexure-IX
	Average experience > 10 years	10		
	Average experience >5 & = < 10 years	7		
	Average experience >2 & = < 5 years	4		
2	Average hands- on experience of DEAL TEAM (minimum 4 officials excluding CORE TEAM) in ECM		5	Annexure-IX
	Average experience > 10 years	5		
	Average experience >5 & = < 10 years	3		
	Average experience >2 & = < 5 years	1		
D.	Local & Global Presence		Weight (15/100)	
1	Cumulative Funds mobilized from domestic institutional investors for ECM transactions (QIP/IPO/FPO) handled as BRLMs in Domestic market (not withdrawn or pulled PRE OR POST ROADSHOW) during 01.04.2021 – Date of Bidding.		5	Annexure-X
	>₹6000 Crore	5		
	> ₹4000 - ₹6000 Crore	3		
	> ₹2000- ₹4000 Crore	1		
2	Number of countries where the bidder has - offices/ branches / tie up (collaboration) at international level outside India as on the date of bid submission		5	Annexure-XI
	More than 5 countries	5		
	3 - 5 countries	3		
	1-2 countries	1		
3	Cumulative Funds mobilized from foreign institutional investors for ECM transactions (QIP/IPO/FPO) handled as BRLMs in International market (not withdrawn or pulled PRE OR POST ROADSHOW) during 01.04.2021 – Date of Bidding.		5	Annexure-XI
	>₹ 6000 Crore	5		
	> ₹ 4000-6000 Crore	3		
	> ₹ 2000- 4000 Crore	1		

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F	Presentation		Weight (20/100)	
	Profile of the organization with full particulars of the constitution, ownership and business activities of the (Bidder). Equity sales and distribution capacity with demonstrable capability of selling Indian QIPs in Asia and global equity market. Proposed Deal Team strength -Understanding the competency of the deal team. Mobilization commitment Optimal syndicate structure to maximize quality and quantity of demand. Strategy for pre-marketing. Proposed Road Show venues and reasons for suggesting the same and the level of BRLM representatives who will travel on the domestic and international road shows. Demand analysis and aspects influencing demand. Strategy for marketing shares and identification of target investor groups; separate strategies to be provided for domestic and global investor groups. Strength in lending aftermarket support, with specific reference to Indian issues managed in the past. Identification of key selling points for marketing the Offering. Details of price/valuation determination. Underwriting capabilities including details of capital base of the Investment Bank available to support such underwriting, record of past underwriting commitments and experience. Details of the underwriting commitments (including hard underwriting) which could not be met. Indicate realistic time schedule for launching the equity issue with breakup of all activities to be undertaken by various agencies involved in the process. SWOT analysis of IREDA. Local presence, commitment to India Global Presence & Distribution Capabilities			

The eligible bidders would be required to demonstrate their credentials, for the proposed transaction before the Selection Committee in physical/virtual mode through a presentation. The bidders would also be required to furnish a copy of the presentation immediately thereafter through an ***e-mail to projects_RE@ireda.in***.

The date, time and venue for the presentation will be intimated separately.

If any M&A (merger & acquisition) transaction has taken place in the bidding entity, in said case the credentials of the entities which have been merged/ acquired will be considered for the purpose of evaluation of PQR & Technical criteria.

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8. PROCEDURE FOR SELECTION OF BOOK RUNNING-LEAD MANAGERS (BRLMS)

The Selection Committee would evaluate the Bidders on the evaluation criteria as stated above along with their presentation and proposals received and only the bidders scoring 70 or more marks/score out of 100 will be technically qualified.

Financial Bids shall be opened on GeM for only the technically qualified bidders.

The technically qualified bidders, if they so desire, may remain present at the time of opening of the financial bids. The marks scored by the technically qualified bidders will be announced before opening of the financial bids. The date and time of opening of the financial bids would be announced suitably on GeM.

The marks scored by the short-listed bidders in the technical evaluation will then be given a weightage of 80. Similarly, the financial bids of the short-listed bidders will be given a weightage of 20.

Technical bid marks will be allocated to the bidder as follows: -

- a) The bidder with highest technical score (H1 Score) : 100 Marks
- b) For Others Technical Score : (Bidder's Technical Score / H1 Score) X 100

Financial bid marks will be allocated to the bidder as follows: -

- a) The bidder with lowest financial bid (Financial Score) (L1 Amount): 100 Marks
- b) For Others Financial Score : (L1 Amount/Amount Quoted) X100

Ranking shall be done in decreasing order of the combined score calculated upto 2 decimal points (without rounding off). In the event of two or more bids having the same score in the final ranking, the bid with the higher total technical score shall be ranked higher.

Combined Score:

A combined score shall be arrived at based on weighted total quality score and cost score as: Combined Score

$$= \{ \text{Technical bid marks} * 80\% \} + \{ \text{Financial bid marks} * 20\% \}$$

The combined score of technical and financial bids will determine the H1, H2, H3 and so on based on Quality- cum-Cost Based System (QCBS).

The bidder scoring the highest points/marks (H-1) based on the above principles i.e aggregate highest marks in technical and financial criteria would be appointed as one of the BRLMs for the transaction. However, the final decision will rest with IREDA.

Tie Breaker: In case, combined Quality & Cost score of two (2) or more bidders are the same, then the bidder scoring Higher Quality score would be considered as the successful bidder. However, the final decision will rest with IREDA.

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The other technically qualified BRLMs ranked as H-2, H-3 and so on in that order would be asked to accept the fee quoted by H-1 and the parties who so accept the fees quoted by H-1 will also be appointed till the required number of BRLMs are filled up.

The fee quoted by H-1 for the transaction would be shared equally by all the appointed BRLMs. However, if any BRLM selected on this basis has quoted a lower fee than that quoted by H-1 then that BRLM will get a fee equal to the fee quoted by him divided by the number of BRLMs appointed for the transaction.

IREDA may consider selecting lesser number of Bidders for appointment as BRLMs. The selected Bidders will work as a team and be called Book Running Lead Managers.

9. REQUIREMENTS FOR FINANCIAL BIDS

The bidders are required to quote fee as a % of the issue size, considering an issue size of Rs. 4,500 crore for the whole transaction. The amount should be mentioned both in the figures and words. In case of mismatch between the two, the amount mentioned in words would be considered final.

The fee quoted by selected BRLMs would be paid by IREDA along with applicable GST after deducting 'Tax Deducted at Source' (TDS) as applicable.

No fee is payable in case no transaction takes place for any reason whatsoever during the contract period.

Financial bid is to be quoted on GeM portal only. Submission of price bid anywhere else in the document except in the BoQ format provided at the GEM portal (in the technical bid or if filled in format of the financial bid) will make the entire bid null and void.

10. TAXES AND DUTIES

The fee quoted by selected BRLMs would be paid by the IREDA along with applicable GST after deducting 'Tax Deducted at Source' (TDS) as applicable.

All bills are to be raised in ₹ and will be payable in ₹ as per the payment terms.

Note: All merchant bankers are required to furnish a break-up of expenses on items like fee payable to any regulatory; payment to NSE and BSE for use of software for the book building and payment required to be made to depositories or depository participants for transfer of shares.

Since the bid is inclusive of GST, any additional taxes and duties liability arising from changes in taxes and duties rates or the imposition of new taxes and duties by the Central or State Governments shall be the responsibility of the Company. However, in the event of a delay in delivery caused by the bidder, and during such delay, there is a change in the applicable taxes and duties rate, any additional taxes and duties burden resulting from such change shall be borne

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by the bidder and not by the Company.

The Bidders will be liable to pay taxes applicable as per law.

There shall be no advance payments.

11. TERMS OF PAYMENT

Payment: 90% of the agreed fees will be paid on the receipt of the proceeds of the QIP, by the Company and submission of the original bills.

Retention Money: 10% of the proportionate agreed fees amount will be retained by the Company as Retention Money and the amount retained shall be paid after completion of all the formalities / compliances in respect of the transaction by the BRLMs.

Payment Structure:

1. Fund raising through QIP is permitted in multiple tranches.
2. In case full quantum of QIP is not raised/mobilized, then fee paid to the BRLMs will be proportionate to the quantum raised
3. No fee becomes payable if IREDA does not come out with the Issue or transaction is not completed or transaction is cancelled, during the tenure of engagement.
4. In case of termination of engagement/ unsatisfactory service, the Company reserves the right to withhold/ deduct payment to be made to the successful bidder.
5. No fees will be paid in case the appointed BRLM withdraws midway from the whole process of QIPs transaction.
6. Quantum of fee will be percentage of the issue size and will be distributed in proportion of the contractually agreed fee to the number of bankers engaged.

Fee quoted by the bidder should be inclusive of all applicable taxes, cess, duties, applicable Goods and Service Tax.

12. TENURE OF ENGAGEMENT

The term of appointment shall commence from the date of execution of the Engagement letter/Agreement. However, the contract shall remain in effect for a period of one (1) year from the date of execution of the Engagement letter/Agreement / date of shareholder's approval, whichever is later.

In the event the filing of offer document related to the transaction has been done prior to expiration of the tenure, the Engagement of the Book Running Lead Manager shall remain valid until the completion of the transaction, under the same terms and conditions and the contract period shall be automatically extended for the subject period. No additional fees or compensation shall be payable for such extended period.

The engagement can be extended for a further period of one year on mutual consent basis on same terms and conditions.

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13. TERMS AND CONDITIONS

a) Authorized Official:

The selected bidder shall indicate the Authorized Official who can discuss and correspond with Company, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their Board, authenticated by the company secretary/ authorised official (eg. directors of the company), authorizing an official or officials of the bidder to discuss, sign agreements/contracts with Company, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by Company

b) Authorized Signatory for the RFP:

The MBs/BRLMs firm/company shall furnish authorization letter from other authorized official as per the Board approval, along with copy of the certified Board resolution.

c) Company reserves the rights to:

1. Accept or reject any or all responses received in response to the RFP
2. Extend the time for submission of bids
3. Cancel the RFP at any stage, without assigning any reason whatsoever.
4. Interview the personnel being deployed on the project
5. Visit the place of work of the MBs/BRLMs
6. Ascertain information from the institutions to which the BRLMs have rendered their services for execution of similar projects.

d) Adherence to Standards:

The BRLMs should adhere to Laws of Land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

e) Professionalism:

The MBs/BRLMs should provide professional, objective and impartial advice at all times and work to protect the interest of the Company and should observe highest standard of ethics while executing the assignment.

f) Co-ordination:

The MBs/BRLMs who is awarded the order under this RFP are required to co-ordinate with various division/departments/controlling- offices/branches of the Company and interact with various department executives/official. In turn the company officials/executives may approach the MBs/BRLMs for Merchant Banking services based on their requirements.

g) Substitution of Project Team Members:

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the MBs/BRLMs firm/company can do so only with the concurrence of the Company in writing.

The MBs/BRLMs shall provide resources as per the experience submitted in the evaluation criteria till completion of the project. In case of replacement with the prior permission of the Company, the changed resources shall also be of the same qualification & experience or more and shall be as per the

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evaluation criteria.

In the event of failure of the successful bidder to change the resource personnel and provide a qualified and experienced person to the satisfaction of the Company, the Company reserve the right to terminate the Contract after serving a notice of 7 days.

h) Sub-contracting:

The selected MBs/BRLMs shall not sub-contract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract. In case, any particular specialized service in the scope of work requires subcontracting, only such activity, by providing such details to the Company, can be sub-contracted with prior permission from the Company in writing. However, any payment to such sub-contract is to be paid by the MBs/BRLMs and the Company will not pay any amount other than the professional fees accepted by the Company.

i) Applicable Law and Jurisdiction of court:

The Contract with the selected MBs/BRLMs firm/company shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts in Delhi (with the exclusion of all other Courts).

j) Resolution of Disputes:

The bidder and the Company shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner: The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice. The matter shall then be resolved between the Company and the bidder through negotiation and the agreed course of action documented within a further period of fifteen (15) days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within twenty (20) days of the failure of negotiations.

Arbitration shall be in accordance with the provisions of The Arbitration and Conciliation Act, 1996 or any amendments, statutory modification or re-enactment thereof. The appointment of arbitrators shall be in accordance with the section 11 of the Arbitration and Conciliation Act, 1996. However, in case of disagreement for appointment of Arbitrators/ Sole Arbitrator, the parties may approach the competent court of law for adjudication of the disputes.

The place of Arbitration shall be at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts/Tribunals at Delhi shall have exclusive jurisdiction in respect of all matters connected with this Proposal/Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of arbitration equally, including the fees and expenses of the arbitrators unless the award otherwise provides.

The bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of this Proposal/Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

k) Performance of the contract:

The Bidder shall agree to deliver and perform the services in accordance with the timelines specified by the Company as well as Agreements to be executed in future.

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The delivery of the services shall be seamless and irrespective of intervening Public Holidays. The Company shall reserve the right to terminate the contract in case the BRLMs fail to complete the work as per the specification and satisfaction of the Company.

l) Performance Bank Guarantee (PBG):

Successful bidder must submit the PBG @5% of contract value of the said bidder in the format prescribed by the GeM Portal within 15 days' time from the issuance of the work order.

As a Contract Performance Security, the successful bidder, to whom the work is awarded, shall furnish a Contract Performance Guarantee which shall be in the form of a Bank Guarantee from any Scheduled Bank as per RBI or Public Sector Bank. Bank Guarantee from any Scheduled Bank in favour of the Client shall be in the prescribed Proforma as per Gem Portal, within 15 days of signing the Contract. The guarantee amount shall be equal to one percent (5% of the total contract value (which is including all expenses, taxes, duties and levies, if any but excluding goods and service tax, education cess and secondary & higher education cess) and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications.

The validity period of the guarantee should be up to 1 year from the date of completion of the engagement. The Contract Performance Guarantee is intended to secure the performance of the entire Contract.

No interest shall be payable by the company on the above stated guarantee amount.

m) 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 be payable to IREDA and the Bidder shall agree to pay such liquidated damages as defined by IREDA at the time of finalization of the work order. The payment of liquidated damages shall be without prejudice to legal action as per appropriate law.

The amount of liquidated damages for delay by the Bidder under the Work Order shall not exceed 10 % (Ten Percent) of the total value of the Work Order.

The liquidated damages for delay by the Bidder shall be applicable under following circumstances:

1. Detailed timelines to be provided by the BRLMs within 5 days. If the Company raises observation on said timeline, same needs to be addressed within 2 days, considering the overall activity schedule of T+90 days. T = Kick-Off meeting after award of work. However, the effect should be made to complete the transaction in the best possible timeline within the delivery period.
2. If the deliverables as per the Scope of Work are not submitted as per schedule, the Bidder shall be liable to pay 0.5% (Point Five Percent) of the total cost of the contract for delay of each week or part thereof.
3. If the deliverables are not acceptable to IREDA, and defects are not rectified to the satisfaction of IREDA within 30 (Thirty) days of the receipt of the notice, the Bidder shall be liable for Liquidated Damages for an amount equal to 0.5% (Point Five Percent) for every week or part thereof for the delay.
4. Notwithstanding anything mentioned above, the Bidder shall not be made liable for any delay due to non-availability of timely approval, timely due diligence, and timely escalation by IREDA and not directly attributable to the Bidder.

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n) Termination of Assignment:

The Company reserves the right to cancel the contract of the contracted MBs/BRLMs on the following circumstances:

1. The selected MBs/BRLMs firm/company commits a breach of any of the terms and conditions of the RFP.
2. In case it is found during the course of the transaction or at any time before award of the assignment or after its execution and during the period of subsistence or after the period thereof, that one or more of the terms and conditions laid down in this Request for Proposal (RFP) has not been met by the bidder, or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet appointed as the BRLM. Also, if the selected bidder has already been appointed as the BRLM, as the case may be, the same shall, notwithstanding anything to the contrary contained in this RFP, be liable to be terminated, by a communication in writing by the Company to the selected bidder without the Company being liable in any manner whatsoever to the selected bidder. This action will be without prejudice to any other right or remedy that may be available to the Company under the bidding documents, or otherwise. However, before terminating the assignment, a show cause notice stating why its appointment should not be terminated would be issued giving it an opportunity to explain its position.
3. The MBs/BRLMs firm/company goes into Liquidation voluntarily or otherwise.
4. Valid license of the selected BRLMs/applicant/bidder is revoked at any point of time during the process of bid or after being selected.
5. If it is detected at any stage that any form of canvassing/ Lobbying/exercise of influence/cartelization etc. has been put to use by the Bidder.
6. If the Bidder fails to deliver / undertake any or all of the services within the time period(s) specified in the contract / work schedule/request, or any extension thereof granted by the Company at its sole discretion.
7. The Company at any time considers that the services of the selected bidder are in any manner deficient and /or are not being performed to the satisfaction of the Company in terms of scope of work as set out herein or in the engagement Letter or in any agreement that may be executed with successful bidder.
8. If the Bidder fails to perform any other obligation(s) under the contract RFP
9. Bidder fails to comply with the regulatory/statutory obligations, guidelines and its license is cancelled during the validity of Agreement.
10. The Company reserves the right to recover any dues payable by the selected MBs/BRLMs firm/company from the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract /order.
11. The Company reserves its right to terminate the contract without assigning any reasons whatsoever by giving a prior notice of 30 days. However, the bidder will not have right to terminate this contract.
12. IREDA does not bind itself to accept the lowest or any tender and reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever 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.
13. IREDA also has the right to re-issue the tender without the bidders having the right to object to such re-issue.
14. In case of award/work cancellation, any payments made by IREDA to the Bidder would necessarily have to be returned to IREDA.
15. 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.

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o) Risk and Cost:

After the award of the contract, if the selected MBs/BRLMs firm/company does not perform satisfactorily or delays execution of the contract, the Company reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In such an event, the MBs/BRLMs firm/company is bound to make good the additional expenditure, which the Company may have to incur for the execution of the balance of the contract.

p) RFP Abandonment:

IREDA may at its discretion abandon this RFP process any time before Notification of Award/ Work Order. No fee becomes payable in such case.

q) Confidentiality:

"Confidential Information" means any and all information that is or has been received by the Bidder (Receiving Party) from the Company (Disclosing Party) and that (a) relates to the Disclosing Party and (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential (c) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agent, representatives or consultants. In maintaining confidentiality, the Receiving Party on receiving the confidential information and material agrees and warrants that it shall take at Least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of Like importance and such degree of care shall be at Least, what reasonably calculated to prevent such inadvertent disclosure.

Also, keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third Party. Upon written request by the Disclosing Party, the Receiving Party shall:

- i. cease using the Confidential Information,
- ii. return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) business days of receipt of request, and
- iii. upon request of the Disclosing Party, confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

The Receiving Party to the extent practicable, immediately destroy all analyses, compilation, notes studies memoranda or other documents prepared by it and the same contain, reflect or derive from confidential information relating to the Disclosing Party. The Receiving party immediately expunge any confidential information, word processor or other device in its possession or under its custody & control and thereafter furnish a Certificate signed by the Authorized person confirm that to the best of his/her knowledge, information and belief, having made all proper enquiries and the requirement of confidentiality aspect has been complied with.

All Company's product and process details, documents, data, applications, software, systems, papers, statements, proprietary information, customer lists, customer information, account information, and business information regarding business planning and operations of the Company or any or any other information or data whether such data is permanent or otherwise disclosed by the Company, and business/customer information (hereinafter referred to as 'Confidential Information') which may be communicated to or come to the knowledge of Bidder and/or its employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Company nor shall use or allow to be used any information other than as may be necessary for the due performance by Bidder of its obligations.

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Bidder shall indemnify and keep Company indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking regarding Confidential Information by Bidder and/or its employees, subcontractors, agents or consultants and shall immediately reimburse and pay to Company on demand all damages, Loss, cost, expenses or any charges that Company may sustain suffer, incur or pay in connection therewith.

The confidential information and material and all copies thereof, in whatsoever form shall at all the times remain the property of the Disclosing Party and disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document. The confidentiality obligations shall survive the expiry or termination of the proposed Agreement to be executed between the Company and the successful bidder.

r) Execution of NDA:

As the successful MBs/BRLMs firm/company will have access to Company specific information/ acquire business related knowledge which are sensitive, confidential etc., the MBs/BRLMs firm/company is required to sign confidentiality (non-disclosure) agreement not to disclose or part with any information relating to the Company or its customers, vendors etc. to any person/s for any reason whatsoever.

The successful MBs/BRLMs firm/company shall also undertake to keep confidential all confidential information (written or oral) even after the termination of the Contract concerning all facts of the business of the Company, which has been obtained or understood during the course of the assignment.

The selected BRLMs would be required to sign a Non-Disclosure Agreement (NDA) with IREDA,. Failure to sign the same would make their appointment null and void. The MBs/BRLMs firm/company should execute the NDA after acceptance of appointment/engagement.

s) Compliance with Statutory and Regulatory Provisions:

The selected MBs/BRLMs firm/company shall comply with SEBI (MBs/BRLMs) Regulations 1992 as amended, SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018 as amended, Companies Act, 2013 as amended and SEBI (Listing (Obligations & Disclosure Requirements) Regulations 2015 as amended and all other applicable SEBI guidelines and statutory provisions to ensure the success of the transaction and all statutory and regulatory provisions while undertaking the services mentioned in this RFP.

t) Publicity:

Any publicity by the selected MBs/BRLMs firm/company in which the name of the Company is to be used should be done only with the explicit written permission of the Company.

u) Force Majeure:

The parties shall not be Liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, earth quake, fire, Epidemic, Pandemic and Lockdown events not foreseeable but does not include any fault or negligence or carelessness son the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise

directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of the Company to continue or cancel the contract shall be final and binding on the MBs/BRLMs firm/company.

v) Bid Documents/ Responses to RFP:

All submissions, including any accompanying documents once submitted to the Company, will become the property of the Company. The respondent(s)/bidder(s) shall be deemed to have granted all rights to the Company to reproduce the whole or any part of their submission for the purpose of evaluation, to disclose the contents of the submission to other respondents, who have registered a submission and to disclose and / or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or patent of the respondent in the submission and / or accompanying documents.

14. GENERAL CONDITIONS

a) Intellectual Property Rights:

MBs/BRLMs firm/company warrants that the inputs provided and deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

If the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, Merchant Banker(s) firm/company shall at its choice and expense:

1. procure for Company the right to continue to use such deliverables;
2. replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or
3. if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse the company for any amounts paid to MBs/BRLMs firm/company for such deliverables, along with the replacement costs incurred by the company for procuring an equivalent service in addition to the penalties Levied by the company. However, IREDA shall not bear any kind of expense, charge, fees or any kind of costs in this regard.

Nothing in the Work Order including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to the Work Order shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. This clause shall survive indefinitely, even after termination of the Work Order.

The MBs/BRLMs firm/company acknowledges that Business logics, work flows, delegation and decision making processes of IREDA are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of the MBs/BRLMs firm/company.

Signature & Seal of Bidder and/or their Authorised Representative

b) Indemnity:

The MBs/BRLMs firm/company shall keep and hold the Company indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, Liabilities (including statutory Liability), penalties, demands, charges, costs (including Legal costs) and expenses, damages, Losses and any other expenses which may be caused to or suffered by or made or taken against the Company arising out of:

1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the MBs/BRLMs firm/company
2. Any contravention or Non-compliance with any applicable Laws, regulations, rules, statutory or Legal requirements by the MBs/BRLMs firm/company;
3. Failure to make the allotment and placement diligently, accurately and in accordance with allotment criteria.
4. Infringement of any Law pertaining to patent, trademarks, copyrights etc., or due to incidents of omission and commission of successful bidder, whether intentional or inadvertent.

All indemnities shall survive notwithstanding expiry or termination of the contract and MBs/BRLMs firm/company shall continue to be liable under the indemnities.

c) Limitation of Liability:

The MBs/BRLMs firm/company aggregate Liability in connection with obligations undertaken as a part of the RFP 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 Total Contract Value.

The MBs/BRLMs firm/company Liability in case of claims against the Company resulting from Misconduct or Negligence of MBs/BRLMs firm/company, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

d) Severability:

If any provision of the Work Order are held to be prohibited by or invalid under Applicable Law or becomes inoperative as a result of change in circumstances, such provision shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of the Work Order.

e) Assignments:

The Bidder shall not be entitled to assign any or all of its rights and or obligations under this Bid and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of the Company.

In the event of bidder undergoing merger, demerger, amalgamation, takeover, consolidation, reconstruction, change of ownership etc. at any time, the same shall be informed to the Company promptly and without any delay. The Company reserves the right to cancel the contract in any of such event without inviting any Liability to reimburse or compensate for the expenses incurred by the bidder. The decision of the Company to deal or not to deal with the bidder in its reconstituted or reorganized form is final and binding.

f) Miscellaneous:

The selected Bidder shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all Licenses, consents and permits, as may be required for the delivery / performance of the services from time to time.

Signature & Seal of Bidder and/or their Authorised Representative

INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LIMITED reserves the right to blacklist a Bidder for a suitable period in case the Bidder fails to honor its bid without sufficient grounds and/ or circulate its names to RBI, Other regulatory authorities and other Peers.

It shall be obligatory on the part of Bidder to share the sources of secondary data, primary data, Indian Renewable Energy Development Agency Limited interviews/questionnaires etc. and any other items, which are not proprietary property of the Bidder.

The Bidder is required to submit an escalation matrix in the format as provided under **Annexure-V**.

g) Negligence:

In connection with the work or contravention to the provisions of General Terms, if the selected MBs/BRLMs firm/company neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to the Selected Bidder in writing by the Company, in such eventuality, the Company may after giving notice in writing of 14 days to the selected MBs/BRLMs firm/company, may call upon the bidder to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Company reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the bidder.

h) Applicability of the Terms and Conditions under GeM:

All other miscellaneous terms and conditions, not mentioned above, shall be governed by the General Terms and Conditions on GeM 4.0 (Version 1.19) dated 26th September, 2024. In case there is a conflict with the terms and conditions of the RFP and that of the GeM, the clause in the RFP shall prevail.

i) Corrupt And Fraudulent Practices:

As per Central Vigilance Commission (CVC) directives, it is required that BRLMs firm/company / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Company and includes collusive practice among BRLMs firm/company (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Company of the benefits of free and open competition.

The Company reserves the right to reject a proposal for award if it determines that the MBs/BRLMs firm/company recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Company reserves the right to declare a MBs/BRLMs firm/company ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the MBs/BRLMs firm/company has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Signature & Seal of Bidder and/or their Authorised Representative

The decision of the company in determining the above aspects will be final and binding on all the Bidders. No Bidder shall contact through any means of communication to the Company or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time of the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Company, it may do so in writing.

Any effort/attempt by a bidder to influence the Company in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and / or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Company directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.

The selected bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time.

j) Integrity Pact:

The Integrity Pact, as per **Annexure-XII**, essentially envisages that prospective Bidders/successful Bidders and IREDA, are committing that persons/official of both sides, shall not resort to any corrupt practice(s) at any aspect/stage of the contract and shall act as per the ethical conduct & behavior.

All the prospective Bidders/successful Bidders will be deemed to commit themselves to such an Integrity Pact to IREDA, and thus would be considered competent/eligible to participate in the bidding process. This condition should not be breached at any stage of Bidding/Contract. Duly Signed integrity pact shall be submitted by the successful bidder.

a) Vicarious liability:

The selected MBs/BRLMs firm/company shall be the principal employer of the employees, agents, contractors, subcontractors, etc., engaged by the selected MBs/BRLMs firm/company and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Company shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the selected MBs/BRLMs firm/company, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the selected MBs/BRLMs firm/company shall be paid by the selected MBs/BRLMs firm/company alone and the Company shall not have any direct or indirect Liability or obligation, to pay any charges, claims or wages of any of the selected MBs/BRLMs firm/company's employees, agents, contractors, subcontractors etc. The selected MBs/BRLMs firm/company shall agree to hold the Company, its successors, assigns and administrators fully indemnified, and harmless against Loss or Liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Company through the action of selected MBs/BRLMs firm/company's employees, agents, contractors, subcontractors, etc.

Signature & Seal of Bidder and/or their Authorised Representative

For any further clarification, kindly contact:
Ms. Manjusha Shukla,
Chief Manager,
IREDA, NBCC Office Complex,
Office Block No. 11, Plate B, 7th Floor,
East Kidwai Nagar,
New Delhi-110023
[e-mail: rishika@ireda.in;
manjushashukla@ireda.in].

Signature & Seal of Bidder and/or their Authorised Representative

15. ANNEXURE I - INSTRUCTIONS TO BIDDERS

(Letter head of the applicant)

The bidders are required to submit soft copies of their bids electronically on the GEM Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the GEM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GEM Portal. More information useful for submitting online bids on the GEM Portal may be obtained at: <https://gem.gov.in>.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the RFP document before submitting their bids.
- 2) Please go through the RFP document carefully to understand the documents required to be submitted as part of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the RFP document/schedule.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission date/time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally/physically sign and upload the required bid documents one by one as indicated in the RFP document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid format is found to be modified by the bidder, the bid will be rejected.

ASSISTANCE TO BIDDERS

1. Any queries relating to the bid document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a bid or the relevant contact person indicated in the bid document.
2. Bids shall be submitted online only at GEM website: www.gem.gov.in. 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 GeM Portal for e-Procurement at**' GEMs website: www.gem.gov.in'.

For further assistance w.r.t. GeM Portal and uploading of the bids/ technical issues if any, email your queries to helpdesk-gem@gov.in or call **1800-419-3436**

Place:
Date:

Name:
Designation:

Signature & Seal of Bidder and/or their Authorised Representative

16. ANNEXURE-II - SUCCESSFULLY COMPLETED WORK ORDERS

(Letter head of the applicant)

SUB: Your RFP No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS dated 29-10-2024
corrigendum reference no.. dated.....

The Bidder should have experience of having successfully completed similar works during last 3 Financial years (FY) plus current FY ending last day of month to the one in which applications are invited (should be either of the following):

1. Three similar completed works costing not less than Rs.1.7 crores.
2. Two similar completed works costing not less than Rs.2.1 crores.
3. One similar completed work costing not less than Rs.3.3 crores.

S. No.	Name of the Client	Type of transaction – IPO/FPO/QIP	Date of the issue of the workorder	Date of completion of the transaction	Amount of the work order (Contract value excluding taxes)	Copy of the workorder

Note:

1. *The applicant will be required to submit its credentials as per Annexure, in its letter head, duly signed by the Authorized Signatory. In case of any confidentiality clause which is usually present in the contracts/ work orders signed or issued by the clients, in such case undertaking shall suffice in above format. However, IREDA has the right to verify the credentials as submitted by the bidder, if required, at later stage.*
2. *Similarly completed transaction means contract/ agreement/ work order pertaining to IPO/FPO/QIP. Completion of the contract shall mean, raising of the funds under the issue and successful listing of the equity shares at the stock exchange.*

BRLMs firm/company to ensure accuracy of the data before submission of the bid.

Place:
Date:

Name:
Designation:

Signature & Seal of Bidder and/or their Authorised Representative

17. ANNEXURE III - COMPLIANCE STATEMENT
(Letter Head of the applicant)

SUB: Your RFP No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS dated 29-10-2024
corrigendum reference no..dated

1. We,.....(**Name of MB**) hereby declare that I/We have made myself / ourselves thoroughly conversant with market conditions regarding the RFP document, Scope of work, etc.
2. Having examined the RFP document including all annexures, the receipt of which is hereby duly acknowledged, we, offer to provide Merchant Banking Services in conformity with the said RFP.
3. We,.....(**Name of MB**) unconditionally accept all your terms and conditions mentioned in this RFP document, the Instructions, Technical Specifications, Scope of works of the subject RFP, corrigendum(s) in its totality/entirety.
4. We,.....(**Name of MB**) confirm that the fee quoted by us for engagement as Book Running Lead Managers (BRLMs) is in accordance with the terms and conditions laid down in the Request for Proposal displayed on the website of IREDA and on GeM portal and is unconditional.
5. We,.....(**Name of MB**) hereby declare that we have complied with / agree to comply with all the statutory formalities / guidelines / regulations / circulars/code of conduct/obligations and responsibilities etc., issued by the Securities and Exchange Board of India (hereinafter referred to as "SEBI"), SEBI (BRLMs) Regulations, 1992, SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018 and Companies Act 2013, read with relevant rules and other relevant statutory provisions.
6. We,.....(**Name of MB**) understand that nothing in this RFP shall exempt the Bidder, its functionaries from responsibilities/ obligations to be complied with in connection with the existing Acts/ Laws etc. or as may be placed on them at future date by any Law/ Acts/Rules/ Regulations/ Guidelines/ Directives/ Instructions by any competent authority with the due sanction of Government and/or statutory body from time to time.
7. We,.....(**Name of MB**) solemnly undertake and declare that all information, documents, statements produced for any purpose related to the issue/offer document, (would be) are authentic, true and complete and are as per the original documents & duly signed by the responsible authorized officer on the Company's letterhead or under the seal of the Company. If the information is found to be incorrect/untrue or found violated, then your organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract.
8. We,.....(**Name of MB**) undertake to produce the original documents for verification / Records before appointment or as desired by you.
9. We,.....(**Name of MB**) will be solely and fully responsible for such information so provided.
10. Under no circumstances (**Name of MB**) would give or withhold any information or statement or document that is likely to mislead INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LIMITED.
11. We,.....(**Name of MB**) accept full responsibility for consequences, if any, for making a false statement, providing misleading information or withholding, concealing material facts which have a bearing on the issue.
12. We,.....(**Name of MB**) undertake not to form any cartel which may curtail the competition and hinder transparency of the entire process.
13. Until a formal contract is prepared and executed, this RFP together with the Company's written acceptance thereof and the Company's notification of award shall constitute a binding contract between us.
14. We,.....(**Name of MB**) understand that the Company is not bound to accept the Lowest or any offer the Company may receive without assigning any reason whatsoever.
15. We,.....(**Name of MB**) indemnify and hold harmless, INDIAN RENEWABLE ENERGY

Signature & Seal of Bidder and/or their Authorised Representative

DEVELOPMENT AGENCY LIMITED and its officers from any claims, actions, proceedings, demands, liabilities, penalties, damages, judgments, losses and cost including fees and expenses arising out of or in connection with or in relation to the services rendered by us under this Agreement.

16. We,.....(**Name of MB**) shall reimburse INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LIMITED in connection with any litigation arising out of, in relation to the RFP, which may arise due to the negligence, mis-statement, breach of terms of this Engagement by the BRLMs / Arranger.
17. We,.....(**Name of MB**) confirm that this offer is valid for 180 days from the date of opening of Technical Bid.
18. We,.....(**Name of MB**) undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the Laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
19. We,.....(**Name of MB**) have not been prohibited by any Statutory/ Regulatory authority or Court or Tribunal or any Authority in offering such services
20. We,.....(**Name of MB**) have not been blacklisted/debarred by Central Government or State Government or SEBI or RBI or PSB/PSU or by any authority in the past or present.
21. We,.....(**Name of MB**) do not have any action against us initiated by SEBI/ CVC/ RBI or any other Government/ Statutory agency with regard to financial irregularities.
22. We,.....(**Name of MB**) have required approval to be appointed as a BRLMs to provide the service to the Company.
23. We,.....(**Name of MB**) shall observe confidentiality of all the information passed on to us in course of the Bidding process and shall not use the information for any other purpose than the current Bid.
24. We,.....(**Name of MB**) certify that we have provided all the information requested by the Company in the format requested for. We also understand that the Company has the exclusive right to reject this Offer in case the Company is of the opinion that the required information is not provided or is provided in different format.
25. We,.....(**Name of MB**) represent and warrant that all necessary approvals, permissions and authorizations have been obtained to submit this response to the RFP.
26. We,.....(**Name of MB**) have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.
27. While submitting this bid, we,.....(**Name of MB**) certify that:
28. Prices have been quoted as **% of the issue size inclusive of all the taxes and duties & GST**.
29. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
30. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
31. We agree that the rates / quotes, terms, and conditions furnished in this RFP are for IREDA.
32. If our offer is accepted, we,.....(**Name of MB**) undertake, to start the assignment under the scope immediately after receipt of your instructions and complete the assignment as per the specified timelines, starting from the receipt of such instructions. 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.

Signature & Seal of Bidder and/or their Authorised Representative

33. We,.....(**Name of MB**) certify that there has been no indictment/adverse order by a regulatory authority for a grave offence against:
34. us or any person, entity, partnership concern, body corporate or trust which is controlled by our concern or which controls our concern, any of our parent, subsidiaries, our sister concern(s) or associate companies as defined under Companies Act, 2013.
35. CEO/Partner(s)/ Director(s)/ Manager(s)/ Employees of our concern or of our sister concern(s)
36. Further, we certify that as on the date we are not advising or acting on behalf of or associated with any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of IREDA, in respect of any transaction of same nature as the transaction for which IREDA is proposing to select the Adviser, except for the list of the mandates, duly signed by us, in the same line of business and for the same type of transaction as enclosed.
37. We,.....(Name of MB) certify that there is no conflict of interest for the assignment as already defined in the RFP, as on date, except as explicitly disclosed and if in future such a conflict of interest arises, we will intimate the same to the IREDA
38. Further, we certify and undertake that for a period commencing from the date of our appointment (if so appointed) as the BRLMs till the completion of the transaction, we shall keep IREDA informed of any mandate/contracts entered into, to advise or act on behalf of or associate ourselves with, any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of IREDA, in respect of any transaction of same nature as the transaction in respect of which we have been appointed as the BRLM.”

Place:
Date:

Name:
Designation:

Signature & Seal of Bidder and/or their Authorised Representative

18. ANNEXURE IV- CHECKLIST

(Letter head of the applicant)

SUB: Your RFP No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS dated 29-10-2024 corrigendum reference no..dated.....

SL NO	DETAILS	YES/NO	Page no of the documents submitted
1.	Copy of the SEBI Registration certificate - certified by entity's Company Secretary/ Authorized Signatory		
2	Certified true copy of the Board Resolution of the authorized signatories, certified by the authorized official other than the one signing the documents.		
3	Copies of Audited Financial Statements for latest three years i.e. FY 2021-22, FY 2022-23, FY 2023-24.		
4	Copy of GST Registration and PAN Card		
5	Duly filled & signed Annexures: Annexure I - XIII		
6	If any merger & acquisition (M&A) transaction has taken place in the bidding entity, in said case the credentials of the entities which have been merged/ acquired will be considered for the purpose of evaluation of PQR & Technical criteria. Documentary evidence of the M&A be provided.		
7	Documentary evidence of the office in India- Copy of the certified document by the authorised signatory - latest lease deed/ rent agreement/latest electricity bill or any other document issued by a statutory/regulatory authority in the name of the bidder/applicant.		
8	Signed RFP		

BRLMs firm/company to verify the checkpoints and ensure accuracy of the same before submission of the bid.

Place:
Date:

Name:
Designation:

Signature & Seal of Bidder and/or their Authorised Representative

19. ANNEXURE V- ESCALATION MATRIX

(Letter head of the applicant)

**SUB: Your RFP No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS dated 29-10-2024
corrigendum reference no....dated.....**

Name of the Company:

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Email address
		First Level Contact				
		Second level Contact (If response not received in 24 Hours)				
		Regional/Zonal Head (If response not received in 48 Hours)				
		Country Head (If response not received in One week)				

Place:
Date:

Name:
Designation:

Signature & Seal of Bidder and/or their Authorised Representative

20. ANNEXURE VI- FORMAT OF FINANCIAL BID

(Letter head of the applicant)

SUB: Your RFP No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS dated 29-10-2024 corrigendum reference no..dated

S. No.	Item Description	Fee in figures to be entered by the bidder	Fee Quoted (In Words)
1.	Fee for acting as BRLMs to QIP. Bid has to be quoted as an inclusive bid and the Company shall not pay any expense other than those mentioned below. (Bids in slab format shall be liable to be rejected).	TO BE QUOTED ON GeM PORTAL ONLY As percentage (%) of the amount issue size (inclusive of all taxes/duties, GST). (Goods and Service Tax at applicable rate on the fees will be paid by the company)	TO BE QUOTED ON GeM PORTAL ONLY As percentage (%) of the amount issue size (inclusive of all taxes/duties GST). (Goods and Service Tax at applicable rate on the fees will be paid by the company)

Illustration depicting financial bid calculation:

Particulars	Details
Issue size	Rs.4500 crore
Fee as a % of the issue of Rs. 4500 crore	0.1%
GST @ 18%	0.018%
Fee to be quoted	0.118%

We.....Bidder NOTE and UNDERTAKE that:

- 1) Price bid is to be quoted on GeM portal only. Submission of price bid anywhere else in the document except in the BoQ format provided at the GEM portal (in the technical bid or if filled in format of the financial bid) will make the entire bid null and void.
- 2) In case of any, mismatch in fee quoted in the figures and the fee quoted in words, then fee quoted in words will be taken as correct for all purposes.
- 3) Bid is inclusive of GST. Any additional taxes and duties liability arising from changes in taxes and duties rate or the imposition of new taxes and duties by the Central or State Governments shall be the responsibility of the Company.
- 4) However, in the event of a delay in delivery caused by the bidder, and during such delay, there is a change in the applicable tax rate, any additional tax burden resulting from such change shall be borne by the bidder and not by the Company. In case of any reduction such benefit shall be passed on to the Company.
- 5) The Company will not be liable to pay any other amount/ other expenses like travel, tour and accommodation etc., except the agreed fees.
- 6) The MBs/BRLMs firm/company shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting the rate.

Above format is to be filled and uploaded in the BoQ format provided along with the tender document on GeM Portal.

Place:

Name:

Date:

Designation:

Signature & Seal of Bidder and/or their Authorised Representative

21. ANNEXURE-VII - EXPERIENCE AND CAPABILITIES

(Letter head of the applicant)

Experience and Capabilities in handling similar transactions as BRLMs during, 01.04.2021 – Date of Bidding

SUB: Your RFP No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS dated 29-10-2024 corrigendum reference no..dated

A. Average annual turnover of the Bidder on standalone basis, as per the duly audited latest three Audited financial years (2021-22, 2022-23, 2023-24)

S. No.	Financial Years (FY)	Amount in ₹ Lakhs	Documents to be submitted
	FY 22		Unabridged Annual Reports or audited financial accounts for the latest three years eg. FY22, FY 23, FY 24
	FY 23		
	FY 24		
	Average of three years	Sum of annual turnover / No. of FY	

Signature & Seal of Bidder and/or their Authorised Representative

B. Total cumulative amount raised through ECM transactions (IPO/FPO/QIP) for domestic company handled as BRLMs in Domestic and/or international market (not withdrawn or pulled PRE OR POST ROADSHOW) during 01.04.2021 – Date of Bidding

Particulars	Year wise	Name of the Issuer	Amount raised – (Issue Size) (₹ crore)	Date of Issue
IPO	01.04.2021- 31.03.2022	1.		
FPO		2.		
QIP				
IPO	01.04.2022- 31.03.2023			
FPO				
QIP				
IPO	01.04.2023- 31.03.2024			
FPO				
QIP				
IPO	01.04.2024- Date of Bidding			
FPO				
QIP				
		Cumulative number of Issues handled	Cumulative amount raised – Issue size	

Signature & Seal of Bidder and/or their Authorised Representative

C. ECM transactions (IPO/FPO/QIP) (not withdrawn or pulled PRE OR POST ROADSHOW) handled and completed for BFSI/RE during 01.04.2021 – Date of Bidding

BFSI & RE sector					
Particulars	Year wise	Name of the Issuer - sector	No. of Issues	Amount (₹ crore) – Issue Size	Date of Issue
IPO	01.04.2021-31.03.2022				
FPO					
QIP					
IPO	01.04.2022-31.03.2023				
FPO					
QIP					
IPO	01.04.2023-31.03.2024				
FPO					
QIP					
IPO	01.04.2024 – Date of Bidding				
FPO					
QIP					
			Total number of Issues	Cumulative amount	

Signature & Seal of Bidder and/or their Authorised Representative

D. Number of ECM transactions (QIP) handled and completed as BRLMs for domestic company (in Domestic and/or international market) (not withdrawn or pulled PRE OR POST ROADSHOW) during 01.04.2021 – Date of Bidding, of size >= ₹3000 Crore each

Year wise	Names	Issues greater than equal to Rs. 3000 crore Amount (₹ crore)	Date of Issue
01.04.2021- 31.03.2022	1. 2. 3.		
01.04.2022- 31.03.2023			
01.04.2023- 31.03.2024			
01.04.2024- Date of Bidding			
Issues greater than equal to Rs. 3000 crore	Total no of Issues....		

Place:

Name:

Date:

Designation:

Signature & Seal of Bidder and/or their Authorised Representative

22. ANNEXURE VIII- SECTOR EXPERTISE

(Letter head of the applicant)

SUB: Your RFP No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS dated 29-10-2024 corrigendum reference no..dated

1. Details of the research coverage on IREDA published by the entity (copy to be submitted)

2. Research publications by inhouse research analyst - covering NBFCs into Financing of Renewable Energy, Energy Efficiency (EE) projects, RE project developers, into infrastructure financing / BFSI sector (Rated) during 01.04.2021– Date of Bidding

NBFCs into Financing of Renewable Energy, Energy Efficiency (EE) projects, RE project developers, into infrastructure financing / BFSI sector (Rated)	Name of Analyst	Name of the Research Publication	Date of Publication	Rating

We confirm that the above research publications are related to the analysts presently on role of the company on the date of submission of the bid.

Place:

Name:

Date:

Designation:

Signature & Seal of Bidder and/or their Authorised Representative

23. ANNEXURE IX- TEAM STRENGTH

(Letter head of the applicant)

SUB: Your RFP No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS dated 29-10-2024 corrigendum reference no..dated

A. Experience of the CORE TEAM (minimum 4 officials with atleast 1 end to end completed ECM transaction) in ECM:

Name	Present designation	Education	Total Relevant employment details –			
1			Employer Name	Tenure (years)	Role	ECM Transactions handled end to end
				Total years of experience		
2			Employer Name	Tenure (years)	Role	ECM Transactions handled end to end
				Total years of experience		
Average years of experience = Total no. of Years of experience of the CORE Team/ No. of Officials						

Place:

Name:

Date:

Designation:

Signature & Seal of Bidder and/or their Authorised Representative

24. ANNEXURE X- LOCAL PRESENCE

(Letter head of the applicant)

SUB: Your RFP No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS dated 29-10-2024 corrigendum reference no..dated

Number of countries where bidder has presence – offices/ branches/ collaborations in India

Name of the location where offices/ branches are in India	Address of the office locations	Documents

A. Quantum of funds mobilized from domestic institutional investors (in domestic market) for Equity Capital Market transaction (not withdrawn or pulled pre or post roadshow) in individual capacity for a domestic Company during 01.04.2021 – Date of Bidding by the respective BRLM

Particulars	Year wise	No. of Issues	Issue Size Amount (Rs. crore)	Amount mobilized by the Bidder from the Domestic Institutional Investor in individual capacity in Domestic Market Amount (Rs. crore)
IPO	01.04.2021			
FPO	-			
QIP	31.03.2022			
IPO	01.04.2022			
FPO	-			
QIP	31.03.2023			
IPO	01.04.2023			
FPO	-			
QIP	31.03.2024			
IPO	01.04.2024 -			
FPO	Date of			
QIP	Bidding			
		Total number of Issues	Cumulative amount of the Issue Size	Cumulative fund mobilized by the bidder in individual capacity

Signature & Seal of Bidder and/or their Authorised Representative

B. Experience of the DEAL Team (minimum 4 officials excluding CORE TEAM)
in ECM:

Name	Present designation	Education	Total Relevant employment details			
1			Employer Name	Tenure (years)	Role	ECM Transactions handled end to end
				Total years of experience		
2			Employer Name	Tenure (years)	Role	ECM Transactions handled end to end
				Total years of experience		
Average years of experience = Total no. of Years of experience of the DEAL team except Core team/ No. of Officials						

Undertaking

- 1) We agree that all Deal Team members and Core Team Members shall be available during the specified transaction as per the terms of the RFP.
- 2) If during the process, any of the Team member(s) is not available due to resignation etc. another person of the same qualification and experience as mentioned in the bid document would be made available with concurrence of IREDA.
- 3) In case of unavailability of the Team member(s) the details of the other professionals who would provide Backup support are as follows:

Place:

Name:

Date:

Designation:

Signature & Seal of Bidder and/or their Authorised Representative

25. ANNEXURE XI- GLOBAL PRESENCE

(Letter head of the applicant)

SUB: Your RFP No.01/010/2024-IREDA/ BOOK RUNNING LEAD MANAGERS dated 29-10-2024 corrigendum reference no..dated

A. Number of locations where offices/ branches / tie up (collaboration) at international level as on the date of bid submission

Location Name / Country	Self - Address of the Office	Collaboration/ tie up – Name, address, country

B. Quantum of funds mobilized from foreign institutional investors (in foreign market) for Equity Capital Market transaction (not withdrawn or pulled pre or post roadshow) in individual capacity for a domestic Company during 01.04.2021 – Date of Bidding by the respective BRLM

Particulars	Year wise	No. of Issues	Issue Size Amount (Rs. crore)	Amount mobilized by the Bidder from the Foreign Institutional Investor <u>in individual capacity</u> in International Market Amount (Rs. crore)
IPO	01.04.2021			
FPO	-			
QIP	31.03.2022			
IPO	01.04.2022			
FPO	-			
QIP	31.03.2023			
IPO	01.04.2023			
FPO	-			
QIP	31.03.2024			
IPO	01.04.2024-			
FPO	Date of Bidding			
QIP				
		Total number of Issues	Cumulative amount of the Issue Size	Cumulative fund mobilized by the bidder in individual capacity

Place:

Name:

Date:

Designation:

Signature & Seal of Bidder and/or their Authorised Representative

26. ANNEXURE XII- INTEGRITY PACT

(Letter head of the applicant)

INTEGRITY PACT

Between

Indian Renewable Energy Development Agency Limited

having its Registered Office at Core-4A, East Court, 1st Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003 and its Corporate Office at 3rd Floor, August Kranti Bhawan, Bhikaiji Cama Place, New Delhi – 110066.

hereinafter referred to as

“IREDA”
and

[Insert the name of the Bidder]

Having its Registered Office at _____
[Insert full Address]

hereinafter referred to as
“The Bidder”
Preamble

IREDA intends to award, under laid-down organizational procedures, contract(s) for

[Insert the name of the package]

(Signature) _____

(For & on behalf of IREDA)

(Signature)

(For & on behalf of Bidder)

Signature & Seal of Bidder and/or their Authorised Representative

IREDA values full compliance with all relevant laws and regulations and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders / Contactors.

In order to achieve these goals, IREDA and the above-named Bidder / Contactor enter into this agreement call 'Integrity Pact' which will form a part of the bid.

It is hereby agreed by and between the parties as under:-

Section I – Commitments of IREDA

- (1) IREDA commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of IREDA, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him / herself or third person, any material or other benefit which he / she is not legally entitled to.
 - b) IREDA will, during the tender process treat all Bidder(s) with equity and fairness. IREDA 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 of the contract execution.
 - c) IREDA will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies / Agencies participating in the Bidding / Tendering process.
- (2) If Chairman and Managing Director obtains information on the conduct of any employee of IREDA which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he/she will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section-II – Commitments of the Bidder / Contractor

- (1) The Bidder / Contractor commits 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:
 - a) The Bidder / contractor will not, directly or through any other person or firm, offer, promise or give to IREDA, or to any of IREDA'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 an advantage during the tender process or the execution of the contract.
 - b) The Bidder / Contractor will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders / Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder / contractor will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further, the Bidder / Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by IREDA as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(Signature) _____

(For & on behalf of IREDA)
Joint Venture / Contractor)

(Signature) _____

(For & on behalf of Bidder / Partner(s) of

Signature & Seal of Bidder and/or their Authorised Representative

- d) The Bidder / Contractor of foreign origin shall disclose the name and address of Agents / representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder / Contractor of Indian Nationality shall furnish the name and address of the foreign principles, if any, involved directly or indirectly in the Bidding.
- e) The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and / or with the execution of the contract.
- f) The Bidder / Contractor will not misrepresent facts or furnish false / forged documents / information in order to influence the bidding process or the execution of the contract to the detriment of IREDA.
- g) A person signing IP shall not approach the Courts while representing the matters to IEM and he/she will wait their decision in the matter.
- (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-III – Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, IREDA may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder / Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, IREDA may after following due procedures also exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.
- (3) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, IREDA may revoke the exclusion prematurely.

Section-IV – Liability for violation of Integrity Pact

- (1) If IREDA has disqualified the Bidder from the Tender process prior to the award under Section III, IREDA may forfeit the Bid Guarantee under the Bid.
- (2) If IREDA has terminated the contract under Section III, IREDA may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the Contract.

Section-V – Previous Transgression

- (1) The Bidder shall declare in his Bid 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.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section-VI – Equal treatment to all Bidders / Contractors

- (1) IREDA will enter into agreements with identical conditions as this one with all Bidders.
- (2) IREDA will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

(Signature) _____

(For & on behalf of IREDA)

(Signature)

(For & on behalf of Bidder / Partner(s) of
Joint Venture / Contractor)

Signature & Seal of Bidder and/or their Authorised Representative

Section-VII – Punitive Action against violating Bidders / Contractors

If IREDA obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if IREDA has substantive suspicion in this regard, IREDA will inform the Chief Vigilance Officer (CVO).

(*)Section-VIII – Independent External Monitor/ Monitors

- (1) IREDA has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, out of which one of the IEMs has been indicated in the NIT / IFB.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all Project documentation. The IEM may examine any complain received by him and submit a report to Chairman & Managing Director, IREDA at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Chairman & Managing Director, IREDA, giving joint findings.
- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, IREDA.
- (4) The Bidder(s) / Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of IREDA related to this contract including that provided by the Contractor / Bidder. The Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.
- (5) IREDA will provide to the IEM information as sought by him which could have an impact on the contractual relations between IREDA and the Bidder / Contractor related to this Contract.
- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Chairman & Managing Director, IREDA and request the Chairman & Managing Director, IREDA to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to IREDA and the Bidder / Contractor, as deemed fit, to present its case before making its recommendations to IREDA.
- (7) The IEM will submit a written report to the Chairman & Managing Director, IREDA within 8 to 10 weeks from the date of reference or intimation to him by IREDA and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the IEM has reported to the Chairman & Managing Director, IREDA, a substantiated suspicion if an offence under relevant Anti-Corruption Laws of India, and the Chairman & Managing Director, IREDA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (9) The word '**IEM**' would include both singular and plural.

(*) This section shall be application for only those packages wherein the IEMs have been identified in Section-I: Invitation for Bids and / or Clause ITB 9.3 in Section –III: Bid Data Sheets of Conditions of Contract, Volume-I of the Bidding Documents.

(Signature) _____

(For & on behalf of IREDA)

(Signature) _____

(For & on behalf of Bidder / Partner(s) of
Joint Venture / Contractor)

Signature & Seal of Bidder and/or their Authorised Representative

Section-IX –Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section-X – Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of IREDA. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners. In case of sub-contracting, the Principal Contractor shall take responsibility of the adoption of IP by the sub-contractor.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
- (5) Views expressed or suggestions / submissions made by the parties and recommendations of the CVO/IEM[#] in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes / differences arising out of the subject contract.

CVO shall be applicable for packages wherein IEM are not identified in Section IFB / BDS for Condition of Contract, Volume-I. IEM shall be applicable for packages wherein IEM are identified in Section IFB/BDS of Condition of Contract, Volume-I.

- (6) 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.

(Signature) _____

(Signature) _____

(For & on behalf of IREDA)

**(For & on behalf of Bidder / Partner(s)
of Joint Venture / Contractor)**

(Office Seal)

(Office Seal)

Name: _____

Name: _____

Designation: _____

Designation: _____

Witness1: _____

Witness 1: _____

(Name & Address) _____

(Name & Address) _____

Witness 2: _____

Witness2: _____

(Name & Address) _____

(Name & Address) _____

Signature & Seal of Bidder and/or their Authorised Representative