Indian Renewable Energy Development Agency Limited
(A Mini Ratna Category-I PSU)
ISO 9001:2015, 27001:2013 Certified

REQUEST FOR PROPOSAL (RFP)

ENGAGEMENT OF TRUSTEE FOR AIF- CATEGORY II DEBT FUND

INVITATION TO BID

Reference Number: IREDA/AIF/2020-21

Dated: 30th April 2020

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

Disclaimer

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

SECTION 1 - NOTICE INVITING TENDERS (NIT)

NIT for providing ENGAGEMENT OF TRUSTEE FOR AIF- CATEGORY II DEBT FUND

1. Indian Renewable Energy Development Agency Limited (IREDA) (the Company) was incorporated under the Companies Act, 1956 on 11th March, 1987 as a wholly owned Government of India Enterprise exclusively for the financing of Renewable Energy and Energy Efficiency projects in India, under the administrative control of the Ministry of New & Renewable Energy (MNRE). IREDA is a Public Financial Institution under Sec 2(72) of the Companies Act, 2013 and is registered as a 'Non-Banking Finance Company' (NBFC) with the Reserve Bank of India (RBI). IREDA has completed more than 33 years of its operations and has emerged as the country's leading financial institution for RE sector. IREDA was bestowed with "Mini Ratna – Category-I Status" in June 2015.

2. In case of renewable projects, once the project is stable, the operator would like to refinance the debt with cheaper domestic or foreign loan. IREDA, which has already appraised and participated in the project, would like to hold on to & commercially get associated with these projects, specifically – high yield and modest risk rated projects. In a nutshell, IREDA would be keen to continue its participation with such high yield and moderate risk rated projects. Hence IREDA is proposing a Category II Alternate Investment Fund (AIF) for INR 1000 cr + INR 1000 cr green shoe option.
3. Accordingly, IREDA invites online bids on single stage two bid system for **"<ENGAGEMENT OF TRUSTEE FOR AIF- CATEGORY II DEBT FUND>"**.

4. "Trustee" means Trustee to an AIF incorporated as a Trust

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

Sr. No.	Description	Detailed Information
1	Name of Tender	**ENGAGEMENT OF TRUSTEE FOR AIF-CATEGORY II DEBT FUND**
2	Tender Reference Number	**IREDA/AIF/2020-21**
3	Date of release of Bidding Document (Document can be downloaded from IREDA website and CPPP)	**30th April 2020**
4	Last date and time for Bid Submission	28th May 2020 (assuming holidays as Saturday and Sunday) Time 3:30 PM (IST)
5	Bid Opening Date	29th May 2020 at 3:30 PM
6	Name and Address for Communication	Indian Renewable Energy Development Agency Limited 3rd Floor, August Kranti Bhawan Bhikaji Cama Place New Delhi - 11 00 66 Tel: +91 (011) 26717400-13 Fax: +91 (011) 26717416

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

7. Not more than one tender shall be submitted by one tenderer/bidder.

8. Tenderer who has downloaded the tender from the IREDA website and CPPP

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

9. Intending tenderers are advised to visit again IREDA website and CPPP website **at least 3 days prior to closing date of submission of tender** for any corrigendum/ addendum/ amendment.

10. Bids will be opened as per date/time as mentioned in the schedule above. After online opening of Technical-Bid, the results of their qualification as well Price-Bid opening will be intimated later.

SECTION 2 - SCOPE OF WORK

RESPONSIBILITIES OF THE TRUSTEES

The Trustees will be required, inter alia, to undertake tasks related to all aspects of the AIF in a time bound manner, including but not restricted to, as mentioned below:

A. **Preliminary – Setting up of AIF**
   - Vetting of PPM, Trust Deed, Investment Management Agreement and the Contribution Agreement
   - Preparing and making application for registration of the fund under SEBI (AIF) Regulations
   - Liasoning and co-ordination with Investment Manager and SEBI for any queries /discussion with respect to application made
   - Submission of Final PPM with SEBI

B. **One time/Ongoing Operations**
   - Apply for PAN and TAN for the Trust and Scheme
   - Opening / operating Bank Account of the Trust and Scheme
   - Open Demat Account, Broking Account, Custodian Account of the Scheme (as may be required)
   - Liasoning for and execution of Sponsor Contribution Agreement and Investor Contribution Agreement
   - Announcement of Initial, Subsequent and Final Closing and intimation to SEBI
   - Signing of trust/scheme financials
   - Issuing auditor appointment letter
   - Issuing trustee approval letters for proposed investments as may be required under the trust deed and PPM
   - Vetting and execution of Investment documents
   - Execution of necessary forms as may be required under Companies Act (Securities are issued in the name of the trust and as such formalities under Companies Act for recording the beneficial ownership is to be completed)

- Issuing trustee approval letters for distribution of funds to contributors and obtaining requisite documents for such distribution and taxes paid etc.

C. **Periodic compliance**

- Follow up and liaisoning with the Investment Manager for filing of necessary periodic compliance reports with SEBI (as per Regulations and various circulars issued from time to time)
- Follow up for obtaining and review of Quarterly Compliance Reports (required to be submitted to the Trustee) and other necessary information on the fund (including Fund financials, Investor Report etc.)
- Follow up for obtaining and review of annual Compliance Test Report

ACCOUNTABILITY

The selected Trustee will be required to provide regular updates as decided by IREDA regarding the progress made on the final Plan of Action 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.

SECTION 3 - ELIGIBILITY CRITERIA

ELIGIBILITY

Pre-requisite

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

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

1.2.1. In past 5 years Bidders should have been Trustees for at least 50 AIFs registered with SEBI out of which at **least 25 should have been for Category II AIFs**. (*Evidence of engagement and successful completion of the assignment to be provided – Tabular form detailing the names of the AIF, amount of AIF, date of registration, category of AIF to be provided – signed by the authorised signatory along with Engagement letter and letter pertaining to completion of task successfully to be provided as mentioned in **Section 5: Submission of Tender**– all scanned documents to be uploaded*)

1.2.2. Trustee registered with SEBI

1.2.3. The interested Bidders fulfilling eligibility criteria mentioned in paragraph 3.2.1 & 3.2.2 above are advised to go through the Guidelines, and if eligible, furnish the following certificate as a part of the Proposal:

"*We certify that there has been no conviction by a Court of Law or indictment/adverse order by a regulatory authority for a grave offence against us or any of our sister concern(s). It is further certified that there is no investigation pending against us or our sister concern(s) or the CEO,* *Directors/Managers/ Employees of our concern or of our sister concern(s). It is certified that* ***no conflict of interest exists*** *as on date and if in future such a conflict of interest arises, we will intimate the same to the Company. 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 the Company, in respect of any transaction of same nature as the transaction for which the Company is proposing to select the Trustee, 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. Further, we certify and undertake that for a period commencing from the date of our appointment (if so appointed) as the Trustee 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 the Company, in respect of any transaction of same nature as the transaction in respect of which we have been appointed as the Trustee*".

(The certificate should be signed by the authorized signatory of the Bidder.)

Note: The content of the certificate must not be changed. Clarification, if any, may be provided separately.

SECTION 4 - INSTRUCTION TO BIDDERS

The Bidding Document

4.1 RFP

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

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

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

4.2 Clarifications of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify IREDA in writing through email at **ssuyal@ireda.in** ; **manjushashukla@ireda.in** within 10 working days from the date of floating of the RFP.

The Bidders shall submit the queries in the format given below:

Sr No.	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remark (if any)

Replies to all the clarifications shall be through email to individual bidder. Any modification to the Bidding Documents which may become necessary as a result of such queries shall be made by IREDA by issuing an Addendum, which will be hosted on IREDA's website and CPP Portal.

4.3 Zero Deviation

This is a **ZERO Deviation** Bidding Document. Bidder is to ensure compliance of all provisions of the Bidding Document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection. Corrigenda/Addenda, if any, shall also be available on IREDA website & CPPP.

4.4 Amendment of Bidding Documents

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

b) Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/corrigenda have been taken into account by the Bidder in its Bid.

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

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

4.5 Preparation of Bid

4.5.1 Period of Validity of Bids

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

4.5.2 Completion Period

The completion period shall be approx. 4 month from the date of opening of the bid.

4.5.3 Bid Language

The Bid shall be in English Language.

4.5.4 Signing of Bid

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

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

SECTION 5 - SUBMISSION OF TENDER

The tender shall be submitted online in two part, viz., ***Technical Bid and Price Bid***.

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by **Telegram/Fax/E-Mail shall not be considered**. No correspondence will be entertained in this matter.

Technical Bid

Technical Bid should be prepared considering Scope, Schedule of work & Deliverables as well as other information given in this document. Bidders are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting the bid and obtain all necessary information, which they feel, is necessary.

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

a. Evidence of engagement and successful completion of the assignment to be provided (for the past 5 years)

Name of the AIF	*Amount of AIF*	*Date of registration*	*Category of AIF*	*Engagement letter & Letter for completion of task*

				successfully to be provided – all scanned documents to be uploaded

b. Valid certificate of Trustee issued by SEBI

Number of certificate	Date of issue	Copy to be enclosed

c. Certificate duly signed by the authorized signatory of the bidder as per **paragraph 3.2**

d. Annexures as detailed below

1) Confidentiality Agreement **(Annexure A) – only for selected bidder**
2) Bid Offer Form Without Price **(Annexure B)**
3) Bidder Information **(Annexure C)**
4) Declaration of Acceptance of Terms & Conditions **(Annexure D)**
5) Declaration of Acceptance of Scope of Work **(Annexure E)**
6) Letter of Undertaking **(Annexure F)**
7) Bidder Experience **(Annexure G)**
8) Client Details **(Annexure H)**

e. Activity schedule

- Timeline to be provided starting from signing of the mandate, registration of trust, on filing SEBI application, receipt of SEBI registration.
- Timeline for annual compliance

Note: Bids with conditionality will be summarily rejected.

Price Bid

Price Bid shall include ***cost of the professional consultancy services and taxes separately in Indian Rupees***.

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

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

Schedule of Price Bid

The below mentioned Financial Proposal/Commercial Bid format is provided as **PriceBid.xls** along with this tender document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this *PriceBid.xls* as it is and quote their offers/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner**.

REQUIREMENTS FOR FINANCIAL BIDS

The commencement of trusteeship services shall be on signing of Trustee Deed / Trustee Agreement and subject to the terms and conditions mentioned herein.

- The Bidder is required to quote a fee as **Onetime fee** and an **Annual Fee** per scheme and additional fees if applicable.
- The different taxes should be indicated separately while raising the bills for payment of fee. Bills are to be paid after successful and satisfactory closure of the transaction. TDS will be deducted as per the applicable rules.
- The fee quoted should be unconditional and inclusive of the expenditure to be incurred on the intermediaries and the scope of work as stated above.
- The Bidders will be liable to pay taxes applicable as per law.

Rejection of Bid

The Bid is liable to be rejected if:

a) The document doesn't bear signature of authorized person.

b) It is received through Telegram/Fax/E-mail.

c) It is received after expiry of the due date and time stipulated for Bid submission.

d) Incomplete/incorrect Bids, including non –submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by IREDA.

Modifications and Withdrawal of Bids

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

Right to Reject, Accept/Cancel the bid

IREDA reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.
IREDA does not bind itself to accept the lowest bid. IREDA also has the right to re-issue the Tender without the Vendors having the right to object to such re-issue.

RFP Abandonment

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

Contacting IREDA

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact IREDA for seeking any clarification in any matter related to the bid, it should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact IREDA with a view to canvas for a bid or put any pressure on any official of the IREDA may entail disqualification of the concerned Bidder or his Bid.

SECTION 6 - BID EVALUATION

Preliminary Examination of Bids

1. The evaluation process would consider whether the bidder has requisite prior experience and expertise to address IREDA's requirements and objectives. IREDA will examine the bids to determine whether they are complete, whether required information has been provided as underlined in the Bid document, whether the documents have been properly signed, and whether bids are generally in order.

2. Eligibility and compliance to all the forms and documents would be the next level of evaluation. Only those Bids which comply to the **Eligibility Criteria** as stated in **section 3 above** will be taken up for further technical evaluation.

3. To assist in the examination, evaluation and comparison of bids IREDA may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

4. Written replies so submitted in response to the clarifications sought by IREDA, if any, will be reviewed.

5. IREDA may interact with the Customer references submitted by Bidder, if required.

6. If a Bid is not substantially responsive, it will be rejected by IREDA and may not subsequently be made responsive by the Bidder by correction of the nonconformity. IREDA's determination of bid responsiveness will be based on the content of the bid itself.

Evaluation of Technical Bids and Technical Evaluation Criteria

Proposal Format: The Proposal is to be submitted in detail including information as detailed in below section. The weightage for evaluation of the Trustees in respect of each broad criterion has been indicated against each Section.

Section (A): Experience and Capabilities in handling similar transactions as Trustees during the period 1st March 2010 to 1st March 2020 (Weightage for evaluation 25/100)

Section (B): Team Qualification & Manpower Commitment to the Deal (Weightage for evaluation 35/100)

Section (C): Local presence and commitment to India and distribution network (Weightage for evaluation 20/100)

Section (D): Transactions where bidder has acted in capacity of Trustee & Custodian at the same time (Weightage for evaluation 20/100).

Evaluation of Commercial/Price Bids

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

Method of Selection of Successful Bidder (QCBS)

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

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

$$SF = 100 \times FPMin / FP$$

Where
SF = Financial Score of proposal under consideration
FPMin = Price of lowest financial proposal
FP = Price of the proposal under consideration

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

$$S = ST \times 0.7 + SF \times 0.3$$

Where
S = Final Combined Score
ST = Technical Score
SF = Financial Score

The bidder achieving the highest combined technical and financial score would be considered for award of the contract.

SECTION 7 – TERMS AND CONDITIONS

Notification of Award or Purchase Order

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

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

Taxes and Duties

All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per then prevailing rates while making any payment. The benefits realized by the Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the selected Bidder to IREDA.

Payment Terms

Price

Price shall remain fixed during the contract period which is from the date of agreement till next 5 years. There shall be no increase in price for any reason whatsoever. Therefore, no request for any escalation of the cost / price shall be entertained.

No additional out of pocket expenses would be payable. No expense other than the fees as quoted would be payable by IREDA for entire scope of work / deliverables.

Post the contract period, renewal of the agreement for the remaining period of the AIF is possible subject to acceptance of the terms and conditions by both the parties which are to be decided and agreed at the time of renewal.

Onetime fee shall be paid based on milestone achievement:

1. Signing of the mandate
2. On registration of trust,
3. On filing SEBI application,
4. On receipt of SEBI registration.

Equal payment consideration (25% of fees) at each milestone

Annual fee shall be paid post completing of the annual compliance activities.

Fees would be payable within 30 days from the date of receipt of the invoice.

Confidentiality

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

Intellectual Property Rights

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

No Damage of IREDA Property

Bidder shall ensure that there is no loss or damage to the property of IREDA while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non- performance of duty by any personnel, the amount of loss/damage so fixed by IREDA shall be recovered from the Bidder.

Indemnity

The Bidder shall indemnify, protect and save IREDA and hold IREDA harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

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

The Bidder shall further indemnify IREDA against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on IREDA for malfunctioning of the equipment or software or deliverables at all points of time, provided however, IREDA notifies the Bidder in writing immediately on being aware of such claim, and the Bidder has sole control of defense and all related settlement negotiations.

Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

The Bidder shall indemnify IREDA (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

a) Non-compliance of the Bidder with Laws / Governmental Requirements.
b) Intellectual Property infringement or misappropriation.
c) Negligence and misconduct of the Bidder, its employees, sub-contractor and agents.
d) Breach of any terms of Agreement, Representation or Warranty.
e) Act of omission or commission in performance of service.
f) Loss of data.

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

Bidder shall indemnify, protect and save IREDA against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment or other systems supplied by them to IREDA from whatsoever source, provided IREDA notifies the Bidder in writing as soon as practicable when IREDA becomes aware of the claim however

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

made by its customers and/or regulatory authorities.

Bidder's Liability

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

Liquidated Damages

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

Fraudulent and Corrupt Practice

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

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

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

Force Majeure

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

Purchase Order cancellation

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

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

In case of order cancellation, any payments made by IREDA to the Bidder would necessarily have to be returned to IREDA with interest @15% per annum from the date of each such payment. Further the Bidder would also be required to compensate IREDA for any direct loss incurred by IREDA due to the cancellation of the contract and any additional expenditure to be incurred by IREDA to appoint any other Bidder. This is after repaying the original amount paid.

Termination of Contract

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

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

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

Resolution of Disputes

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

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated IREDA and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. THE ARBITRATION AND RECONCILIATION ACT 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be at New Delhi.

Governing Law

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

Applicable Law

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

Addresses for Notices

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

Additional General Manager (F&A) and CS

Indian Renewable Energy Development Agency Limited,

3rd Floor, August Kranti Bhawan, Bhikaji Cama
Place,
New Delhi –110066
Bidder's address for notice purpose: (To be filled by the Bidder)

Annexure A

CONFIDENTIALITY AGREEMENT

AMONGST

INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LTD AND

[●] AND

[●] AND

[●]

Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is made effective from (#) _______ amongst:

INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LTD. (IREDA), a company registered under the Companies Act 1956 (the "Companies Act") and having its registered office at India Habitat Centre, East Court, Core-4A, 1st Floor, Lodhi Road, New Delhi - 11 00 03, India (the Company or IREDA), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the FIRST PART;

AND

a company incorporated under the Companies Act and having its registered office at (●) (hereinafter referred to as (●)"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the SECOND PART;

The Company and the Trustee are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, IREDA is proposing an Category II AIF ("AIF") of Rs 1000 cr + Rs 1000 cr green shoe option ("Transaction") and therefore the Trustee have been engaged vide appointment letter dated (●) issued by the IREDA.

WHEREAS, in pursuance of the above, the Company recognize that there is a need to disclose to Trustee certain information defined in Clause 1 as "Confidential Information", which needs to be protected from unauthorized use and disclosure.

WHEREAS, the Parties hereto are willing to execute this Agreement in order to protect such Confidential Information

Whereas “affiliate” in respect of a Party means, a person, or entity that, directly or indirectly, through one or more subsidiaries, intermediaries, Controls, or is Controlled by, or is under common Control with, that Party. “Controlled by” or “Control”, means:

1. the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any entity whether through the ownership of voting securities, by agreement or otherwise, or the power to elect more than one- half of the directors, partners or other individuals exercising similar authority of such entity; or
2. the right to exercise 50% votes, directly or indirectly, in relation to an entity.

In consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

1. For the purpose of this Agreement, “Confidential Information” means any information including commercial, financial, geographical, legal information, details of contracts, government approvals and licenses required for the business operations and any related data pertaining to the Company or its affiliates or its associate/joint venture companies given to the Receiving Party in the course of due diligence carried out in connection with the Transaction. Such Confidential Information may be:

(a) In written or digital form;

(b) orally transmitted by either party provided such information is reduced to writing and delivered to other party subsequent to oral transmission of the information as provided in Clause 12; and

(c) Derived from analysis and observation from visit of Branch/Camp office/sites.

The Company will be referred to herein as a "Disclosing Party" and each Trustee receiving Confidential Information will be referred to as a "Receiving Party".

2. Each Receiving Party severally agrees that all information furnished by the Company, or their advisors, its representatives or counsel, in connection with the Transaction, whether furnished before or after the date hereof and, subject to Clauses 7 and 12 hereof, regardless of the manner in which it is or was furnished shall be treated by the Trustee, and their respective advisors, representatives, affiliates, to whom the Trustee may provide such information in connection with the Transaction, as Confidential Information. Each Receiving Party undertakes that the Confidential Information furnished by the Company shall be solely used for the purpose of the Transaction and not for any other purpose. Subject to Clause 6, the Trustee undertake that any such Confidential Information retained shall be used only for the purpose of making disclosures as required under applicable law pertaining to the Transaction with prior intimation to the Company in accordance with this Confidentiality Agreement and where circumstances do not permit prior intimation to be given then the Trustee shall promptly intimate the Company, about such a disclosure of Confidential Information.

3. The Receiving Party shall request the Disclosing Party in writing to provide information that may be required from Disclosing Party in connection with the Transaction. On receipt of such request, Disclosing Party in exercise of its discretion, disclose whole or part of the information sought for by the Receiving Party / refuse to disclose certain information as a whole.

4. Any information including but not limited to specifications, quantity, plan, design, pattern, sample, etc., details of such contracts entered with the suppliers/ customers/ collaboration/ technology partners and other information having direct bearing on the security interests of the country as a finally determined by the Disclosing Party shall be treated by the Receiving Party as confidential in terms of the relevant classification/stamping of such information as “Confidential”, “Restricted”, “Secret” or “Top Secret”.

5. If the Disclosing Party decides to withhold whole or part of such required any information, they shall communicate the same to Trustee. In the event of

Disclosing Party not being able to provide the information as sought by Trustee, Trustee shall take necessary steps as appropriate to apply to the SEBI to seek exemption from disclosure of such information. In such circumstances, the Disclosing Party shall provide all necessary assistance to Trustee for seeking any appropriate exemption.

6. The Receiving Party shall restrict disclosure of the Confidential Information received from the Disclosing Party on a need-to know-basis only to its affiliates and its and their employees, directors and officers (hereinafter referred to as the "Representatives") who are dealing with the subject matter in connection with the Transaction or as otherwise permitted under this Agreement and are subject to confidentiality obligations with respect thereto. The Receiving Party shall inform the Representatives of about such confidentiality obligation and will be responsible for the acts of the Representatives. Further, if any consultants / third parties are appointed by the Trustee in connection with performing their obligations in the Transaction, then the Trustee shall enter into a similar confidentiality agreement with such consultants / third parties to ensure that the Confidential Information is kept confidential by such consultants / third parties and that there is no leakage of any Confidential Information. The Receiving Party shall be responsible to the Disclosing Party for any breach of confidentiality obligations by the Representatives or consultants / third parties as set forth in Clause 13.

7. The confidentiality obligation under this Agreement will not apply to the following:

i. To any information which, prior to its disclosure in connection with the Transaction, was already in the possession of the Receiving Party or its advisors, representatives, affiliates or counsel when they were not acting as Receiving Party or their advisors, representatives or counsel for purpose of the Transaction or to the extent such information is or becomes publicly available otherwise than by disclosure by the Receiving Party in violation of this Agreement;

ii. To any information which is required to be disclosed, or is disclosed to regulators, stock exchanges, in connection with the Transaction, including in the PPM or Trust Deed or Prospectus or road show presentations or publicity material as duly approved by the Company. If the information is required to be disclosed otherwise than as mentioned in this Sub- Clause, then Trustee shall be required to obtain prior written consent of the Company;

iii. To any information disclosed on behalf of the Company to purchasers or prospective purchasers of the equity shares in connection with the Transaction with prior intimation to the Company;

iv. To any information given on the request or demand of any regulatory authority or any stock exchange having jurisdiction over any of the Receiving Party or any of their respective affiliates

v. To any information, which is or comes into the public domain without any default on the part of the Receiving Party or their advisors, representatives, affiliates or counsel or comes into the possession of the Receiving Party or their advisors, representatives, affiliates or counsel other than in breach of any confidentiality obligation owed to the Company of which the Trustee are respectively aware;

vi. To any disclosure pursuant to any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental, regulatory or supervisory authority or stock exchanges or pursuant to and in connection with any legal or administrative proceedings, including without limitation (i) in carrying out our legal and contractual obligations as an underwriter in the Transaction and (ii) to assert any defenses available under applicable securities laws; subject to applicable law. The Receiving Party shall (i) to the extent possible provide the Company prior notice of such requirement in respect thereof and (ii) where it is not possible to provide prior notice, the Receiving Party shall promptly notify the Company after such disclosure is made;

vii. To any information made public with the prior consent of the Company; and

viii. To any information which is independently developed by the Receiving Party for the purpose of the Transaction with prior intimation to the Company. Provided that the term “Confidential Information” shall not include any information that is stated in the PPM, which may have been filed with relevant regulatory authorities (excluding any informal filings or filings where the documents are treated in a confidential manner), or other Transaction related materials/documents being road show presentations or other publicity material as duly approved by the Company, or in the opinion of such Receiving Party is necessary to make the statements therein not misleading.

8. Any advice or opinions provided by the Receiving Party under or pursuant to the Transaction shall not be disclosed or referred to publicly or to any third party, by the Company, except in accordance with the prior written consent from the Receiving Party or except where such information is permitted under this Agreement or required by law or in connection with disputes between the Parties or if required by a court of law or any other regulatory authority, provided that the Company shall, to the extent permitted by applicable law (i) to the extent possible, provide the Receiving Party with prior notice of such requirement and (ii) where it is not possible to provide prior notice, the Company shall notify the Receiving Party in respect thereof to the extent possible. The Parties agree that no public announcement or communication relating to the subject matter of this Agreement shall be issued or dispatched without the prior consent of the other Party, which shall not be unreasonably withheld, and except to the extent that such public announcement or communication may be required under applicable law. Subject to the adherence to the provisions of this Clause 8, the Company and each of the Receiving Parties shall be entitled to describe their respective involvements in any transaction pursuant to the engagement and its or their services rendered after the Transaction closing date in any newspaper, journal etc.

9. The Receiving Party shall not use any of the Confidential Information, for any purpose other than for the purpose of the Transaction or a manner which is not in accordance with this Confidentiality Agreement and shall be fully responsible for any breach of the confidentiality undertaking hereunder. The Receiving Party shall not disclose any or part or summary or extracts of the Confidential Information to any third party without Company's prior written approval except as permitted hereunder.

10. The Parties recognize and agree that the unauthorized disclosure or unauthorized use of Confidential Information in breach of this Agreement may cause irreparable harm and injury to the Disclosing Party. Accordingly, the Parties agree that the Disclosing Party will have the right to seek specific performance or immediate injunction enjoining any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

11. All Confidential Information given by the Disclosing Party shall remain the property of the Disclosing Party. By disclosing information or executing this Agreement, the Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, trade secret or any other intellectual property right.

12. If any information is disclosed only orally, the Disclosing Party had instructed the Receiving Party at the time of the initial disclosure that such information disclosed orally should be treated as "Confidential Information", the Disclosing Party shall, within fifteen days after such disclosure deliver to the Receiving Party a written description of such Confidential Information, identifying such Confidential Information, the place where and the date when such oral disclosure was made.

13. In the event of a breach by the Receiving Party in performing its responsibilities and confidentiality obligations under this Agreement, as determined by a court or arbitral tribunal of competent jurisdiction, the Receiving Party shall be responsible to the Disclosing Party for any direct loss, claim, damage or liability incurred by the Disclosing Party as a result of such breach that is so judicially determined. Notwithstanding anything to the contrary, no indirect, consequential, damages resulting from or arising out of a breach of this Agreement shall be payable by the Receiving Party to the Disclosing Party. For purposes of this Clause 13 if so determined by a court or arbitral tribunal of competent jurisdiction, Defaulting Party shall be responsible for damages and expenses (including reasonable legal fees) resulting from breach of this Agreement as determined above, including breach by Representatives or consultants or third parties of the defaulting party. A "Defaulting Party" shall mean any Receiving Party who is in breach of any of the confidentiality obligations as mentioned in the Confidentiality Agreement.

14. No Party shall assign this Agreement without prior written consent of other Party.

15. (a) If any dispute, difference or claim arises between the Parties hereto in connection with this Agreement or the validity, performance, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within fifteen (15) working days after commencement of discussion, any Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators, one arbitrator to be appointed by the Company on one hand, one arbitrator to be jointly appointed by the Receiving Parties who are party to the claim on the other hand, and the third arbitrator to be jointly appointed by the two arbitrators appointed under this Agreement, in accordance with the Rules of Arbitration of the Indian Council of Arbitration. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended, and shall be conducted in English. The arbitration shall take place in New Delhi, India and shall be governed by the laws of India. The arbitral tribunal shall provide a speaking and reasoned award and state the reasons on which it is based.

(b) Notwithstanding the power of the arbitrators to grant interim relief, the disputing parties shall have the power to seek appropriate interim relief from the

Courts of New Delhi, India without taking recourse to the negotiation as mentioned in Clause 15 (a) above. The arbitration award shall be in English and shall state the reasons on which it is based and shall be final and binding on the disputing parties and the disputing parties agree to be bound thereby and to act accordingly. The arbitrators may award to a disputing party that substantially prevails on the merits, its costs and expenses. The Parties shall bear their respective costs incurred in the arbitration unless otherwise awarded or fixed by the arbitration tribunal;

(c) Any reference made to the arbitration tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement. The disputing parties shall cooperate in good faith to expedite, to the maximum extent practicable the conduct of any arbitral proceedings commenced pursuant to this Agreement.

16. All Confidential Information furnished by the Disclosing Party shall remain the property of the Disclosing Party and shall be returned or destroyed by the Receiving Party upon earlier of: (i) the written request of Disclosing Party; (ii) the Receiving Party's determination that it no longer has a need for such information; or (iii) the final approvals of the Stock Exchanges for the listing pursuant to the Transaction; or (iv) as required under the applicable laws; whichever is earlier, except that the Receiving Parties may retain copies of the Confidential Information, to the extent that retention of such Confidential Information is necessary to comply with Receiving Party’s internal document retention policies aimed at legal and regulatory compliance and any such retained Confidential Information shall remain subject to disclosure and use restrictions set forth herein, notwithstanding any termination of this agreement.

17. The Parties agree to maintain the confidentiality of the information/documents provided for a period not exceeding:

(i) ten years in relation to such information/documents that has been stamped as “Confidential” or “Restricted”;

(ii) Fifteen years in relation to such information/documents that has been stamped as “Top Secret” or “Secret”; and

(iii) six years for all other information/documents not mentioned in (i) or (ii) above as provided under applicable statutes and regulations, including the Official Secrets Act and any regulations or circulars issued by the Government of India, as may be amended from time to time.

18. This Agreement constitutes the entire understanding between the Parties hereto as to the Confidential Information and merges all prior discussions between them relating thereto.

19. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Parties, by their respective authorized officers or representatives.

20. The Company understands and agrees that the rights and obligations of the Receiving Parties under this agreement are several and not joint. Accordingly, the Company agrees that each Receiving Party shall have no liability to the Company for any actions, omissions, breach or non-compliance of any other Receiving Party or their respective representatives under this agreement.

21. The Parties agree that the laws of India shall apply in any dispute arising out of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and the year hereinabove written.

For INDIAN RENEWABLE ENERGY DEVELOPMENT AGENCY LTD   **Authorised Signatory**

For (#) **Authorised Signatory**	**For (#)** **Authorised Signatory**
For (#) **Authorised Signatory**	**For (#)** **Authorised Signatory**
Witnessed by : **1.**	 **2.**

Annexure B

Bid Offer Form (without Price)

(On Bidder's Letter Head)

OFFER LETTER

Date:

To

The Additional General Manager (F&A)

Indian Renewable Energy Development

Agency Limited,

3rd Floor, August Kranti Bhawan, Bhikaji

Cama Place,

New Delhi – 110066

Dear Sir,

Subject: RFP No. IREDA/AIF/2020-21 dated ………………….. for "ENGAGEMENT OF TRUSTEE FOR AIF- CATEGORY II DEBT FUND"

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer. We acknowledge having received the following addenda / corrigenda to the RFP document.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

1. Prices have been quoted in INR.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for IREDA.

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

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

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

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

Yours sincerely,

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

Annexure C

Bidder's Information

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company.	Date:		
		Ref#		
6	Valid Sales tax registration no.			
7	Valid Service tax registration no.			
8	Permanent Account Number (PAN)			
9	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10	Telephone No. (with STD Code)			
11	E-Mail of the contact person:			
12	Fax No. (with STD Code)			
13	Website			
Last 3 years Financial Details (as per audited Balance Sheets) (in Cr)				
14	Year	2019-20	2018-19	2017-18
15	Net worth			
16	Turn Over			
17	PAT			

Signature:______________________. Name:____- Designation:____________

Date:____________________, Place _______________

Annexure D

Declaration for Acceptance of RFP Terms and Conditions

(On Bidder's Letter Head)

To,

The Additional General Manager (F&A)

Indian Renewable Energy Development

Agency Limited,

3rd Floor, August Kranti Bhawan, Bhikaji

Cama Place, New Delhi – 110066

Dear Sir,

Subject: RFP No. IREDA/AIF/2020-21 dated …………………..for "ENGAGEMENT OF TRUSTEE FOR AIF- CATEGORY II DEBT FUND"

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

Yours faithfully,

Signature of the Bidder

Name:

Designation:

Seal

Date:

Business Address:

Annexure E

Declaration for Acceptance of Scope of Work

(On Bidder's Letter Head)

To,

The Additional General Manager (F&A)
Indian Renewable Energy Development
Agency Limited,
3rd Floor, August Kranti Bhawan, Bhikaji
Cama Place, New Delhi – 110066

Dear Sir,

Subject: RFP No. IREDA/AIF/2020-21 dated …………………….. for "ENGAGEMENT OF TRUSTEE FOR AIF- CATEGORY II DEBT FUND"

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

Yours faithfully,

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

Annexure F

Letter of Undertaking

(On Bidder's Letter Head)

To,

The Additional General Manager (F&A)

Indian Renewable Energy Development

Agency Limited,

3rd Floor, August Kranti Bhawan, Bhikaji

Cama Place, New Delhi – 110066

Sir,

Reg.: Our bid for Request for Proposal (RFP) for **"ENGAGEMENT OF TRUSTEE FOR AIF- CATEGORY II DEBT FUND"**

We submit our Bid Document herewith. We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by you to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Dated at____________________this_______________day of______2016.

Yours faithfully

For________________________

Signature:__________________

Name:_____________________

Annexure G

Bidder's Experience

I. Bidder's Organization

- Provide here a brief description of the background and organization of your firm/company. The brief description should include ownership details, date and place of incorporation of the company/firm, objectives of the company/firm etc.
- Profile of the organization with full particulars of the constitution and business activities of the prospective Trustee (Bidder).
- Also provide:
    - Years of acting as Trustee for the AIF business in India
    - Unabridged Annual Reports or audited financial accounts for the last three years of the firm submitting the Proposal.
    - Details of all pending litigation and contingent liabilities, if any should be indicated in a tabular form with detail and the amount mentioned as on 31.03.2019.
    - Details of past conviction and pending litigation against sponsors/partners, Directors etc., if any, and areas of possible conflicts of interest may also be indicated in a tabular format with financial implication if any as on the date of submitting the bid.

II. Details Of Domestic/International AIFs

Details of Domestic and International AIFs managed as Trustee in respect of issue size of Rs 1000 crore or more, to be furnished in the format given in below:

A. Details of Bidder having acted in capacity of Trustee

Category	No	Total Size (INR cr)	Specify how many > INR 1000 cr	Min Sixe (INR cr)	Max Size (INR cr)	Ongoing No of AIFs	Discontinued No of AIFs
1. AIFs							
2. Others (viz Mutual Fund etc)							
3. Category II AIFs							
4. Total (1 + 2)							

B. Instances where Trusteeship services have been pulled out or discontinued after having worked at the time of registration

Sr No	Name	Size (INR cr)	Reason for discontinuity

III. Details of core team that will be handling the proposed issue in the following format to be submitted:

Name	Designation/ status in the organization	Educational qualification CA/MBA(Finance)/CFA	Year of passing the highest qualification	Work experience	Total number of AIF filed	Present addresses: office,

				Relevant experience of AIF transaction with the existing firm	**with SEBI**	**residence, mobile, e-mail etc**

Detailed CVs of the core team should be shared.

Separately, similar details in respect of the supervisory team may be indicated. Details of other professionals who would provide back-up support may also be indicated separately.

An undertaking is also to be given that if during the process, any of the core team members is not available due to resignation etc. another person of the same qualification and experience would be made available with concurrence of IREDA.

IV. Bidder's presence in India

Note on bidder's presence in India in both qualitative and quantifiable terms with specific reference to teams and details of available infrastructure may be furnished.

- Number of offices in India
- Offices in Delhi (NCR) and does this office have team for AIF business
- Total employees handling AIF work especially category II type.

V. *Transactions where bidder has acted in capacity of Trustee & Custodian*

Details in following format to be submitted:

Category	No	Total Size (INR cr)	Specify how many > INR 1000 cr	Min Size (INR cr)	Max Size (INR cr)
1. AIFs					
2. Category II AIFs					

The complete information sought above with any additional information considered necessary by the Bidder as a part of the Proposal, should be provided (in font size 12, preferably in tabular form)

Note: Please provide documentary evidence from the client wherever applicable.

Signature: ______________________

Name: ____________________

Designation: ________________

Date:_____________________Place ______________

Annexure H

Client Details

Provide the client details wherever available:

- Number & names of PSU/Government clients handled for AIF, year of relationship, quantum of relationship

S. No.	Name of Institution	Years of relationship	Quantum of relationship	Contact Person Name and	Contact Details with e-mail	Preferable time to

- Number and names of private client handled for AIF, year of relationship, quantum of relationship

S. No.	Name of Institution	Years of relationship	Quantum of relationship	Contact Person Name and	Contact Details with e-mail	Preferable time to

Signature:______________________. Name:____- Designation:___________

Date:___________________, Place _______________