(A Mini Ratna Category-I PSU)
ISO 9001:2015, 27001:2013 Certified

# REQUEST FOR PROPOSAL (RFP)

## LIMITED TENDER TO THE SELECTED PARTIES FOR

## APPOINTMENT OF LLC

## INVITATION TO BID

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**Indian Renewable Energy Development Agency Limited**
**Regd. Office: Core-4'A', First Floor, East Court, India Habitat Centre, Lodi Road, New Delhi – 110 003**
**Corporate office: August Kranti Bhawan, 3rd Floor, Bhikaiji Cama Place New Delhi–110066**

**Disclaimer**

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

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

**IMPORTANT NOTICE TO BIDDER**

1. An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.

2. The bidder must attest the original tender document with authorized signature and stamp as an acceptance of the TENDER terms and conditions and submit the same along with the tender response. The price should not be quoted in the same. In case of non compliance the response is liable to be ignored/ summarily rejected.

3. The submission and opening of bids will be trough e-tendering process. Financial bid has to be submitted on-line only (no hard copy). Tender document can be downloaded from the website www.gem.gov.in/IREDA or from e-tender link given in IREDA Website, viz, http://www.ireda.in or From Govt. e-procurement portal (CPP) viz, www.eprocure.gov.in.

Note:

a) To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with IREDA through e-Procurement website given above. Please also note that the bidder has to obtain digital signature token for applying in the tender.

## SECTION 1 - NOTICE INVITING TENDERS (NIT)

### NIT for Appointment Lenders Legal Counsel

1. Details of tender are given below:

| No | Description | Detailed Information |
|---|---|---|
| 1 | Name of Assignment | **Appointment of Lenders Legal Counsel for 1 Projects** |
| 3 | Tender Category | Services |
| 4 | Bid Validity Days | 90 days from Bid Opening Date |
| 5 | Duration of Assignment | As specified in Section 7 of this RFP (Duration of work order) or extended period on the sole discretion of IREDA. |
| 6 | Name and Address for communication | Indian Renewable Energy Development Agency Limited<br><br>3rd Floor, August Kranti Bhawan<br>Bhikaji Cama Place<br>New Delhi - 11 00 66<br>Tel: +91 (011) 26717400-13<br>Fax: +91 (011) 26717416<br>E-mail: aishwarya@ireda.in |
| 7 | Name and Address for communication of Independent External Monitors. | Sh. Raj Kumar Singh, IRS (Retd.)<br>26 Cassia Marg, DLF-2,<br>Gurgaon - 122008<br>Contact No: 0124-424-1100<br>E-mail – mrrajksingh@gmail.com |

2. The Bidder shall bear all costs associated with the preparation, submission/participation in the bid. IREDA is in no way responsible or liable for any costs regardless of the conduct or outcome of the bidding process.

3. The e-Bidding portal address is https://www.gem.gov.in/eproc/

- The details of the helpdesk are available on the said portal by clicking the need help button on the top right corner.
- PDF, video guides and Java download for system settings etc. are available on the portal in the right hand corner.
- Relevant guides for viewing of tenders, submission of bids etc are available in the Bidder's login and can be downloaded from there.
- To register on the portal a prospective bidder may go to vendor login section and click

on the Register button.

4. Tender Notice and Tender Document are available on IREDA's and GEM's website and can be downloaded from https://www.ireda.in and https://www.gem.gov.in/. For bid submission, the Bidder will have to necessarily download an official online copy of the Tender Document from GEM e-Procurement Portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on GEM e-Procurement Portal only. Compliance to all GEM guidelines as attached in annexure maybe deemed to be read by applicant before application.

5. Not more than one bid shall be submitted by one tenderer/bidder for each project having business relationship.

6. Bidder shall not tamper/modify the tender form including price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected**.**

7. Intending Bidders are advised to visit again IREDA website **at least 1 (One) day** prior to closing date of submission of tender for any corrigendum/addendum/amendment.

8. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid. The Bidder is requested to carefully examine the RFP document, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy, Bidder should seek necessary clarifications in the pre bid meeting as mentioned in the schedule above.

9. The bidder's claiming to be MSME and/or MSME owned by SC/ST/Women and/or StartUps 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 to subject to production of requisite documents/proofs etc.
10. This bid document is issued on 'limited tender' basis and is publicized on the website for compliance purposes. Only those firms / agencies who are empaneled by IREDA are allowed to participate in the bid. IREDA shall not entertain any bids received from such firms / agencies who have not been invited.

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## SECTION 2 - SCOPE OF WORK

The invitation to bid is open to only the empaneled Law Firms of IREDA for Category 'A' cases. The List of the Law Firms is as per following:

1. LUTHRA & LUTHRA PARTNERS
2. SHARDUL AMARCHAND (SAM)
3. CYRIL AMARCHAND MANGALDAS (CAM)
4. INDUS LAW
5. TRILEGAL
6. KOCHHAR & CO.
7. KHAITAN & CO. LLP
8. DUA ASSOCIATES

### SCOPE OF WORK

A. Broad Scope of Work for the legal counsellor shall involve preparation of all legal documents including but not limited to creation & perfection of security. Complete Terms of Reference (TOR) are as follows which are applicable to each project separately:

1.1 Drafting & vetting, reviewing, negotiating and finalizing the financing and security documents as applicable to the Proposed Transaction, in accordance with the sanction letter and adhering to IREDA operational guidelines.

1.2 Reviewing the earlier transactions financing and security documents ( as it is joint Finance Project and as the documents are already executed by and between the existing lender and borrower) applicable to the Proposed Transaction, in accordance with the sanction letter and adhering to IREDA operational guidelines.

1.3 Drafting, reviewing, negotiating and finalizing the required authorizations pertaining to the Borrower/ obligors (resolutions, certificates, documents and confirmations) in relation to the financing/security documents such as; to draft all requisite loan/financing/security documents to secure the interests of the Lenders, which include but not limited to the following:

(i) Loan Agreement/ Common Loan Agreement
(ii) Trust and Retention Account Agreement
(iii) Consents to Assignments
(iv) Deed of Hypothecation
(v) Mortgage Documents / Indenture of Mortgage
(vi) Deed of Pledge of shares

(vii) Deed of Corporate Guarantee, if any
(viii) Security Trustee Agreement
(ix) Lenders Agent Agreement
(x) Inter creditor agreement
(xi) Agreement for Assignment of rights,
(xii) Novation Agreement
(xiii) Deed of Adherence
(xiv) Any other agreements/documents/Undertaking/Indemnity which is/would be required to be executed in relation to the financing the Project by the Lender
(xv) Any other documents which may be require to be executed under the present sanction letter or in terms of the any amendatory / modified sanction terms.

1.4. To review/examine/conduct due diligence of project site/ land (including collateral properties) offered as security, including examination of title deeds/property documents, revenue records and search in offices of various Revenue Authorities, Sub-Registrar, Registrar of Companies, etc. if any, to certify valid & absolute title and to ensure that the property(ies) is/are free from all encumbrances to create valid mortgage; Please note that LLC may if they so desire seek assistance from any local counsel/advocate for this purpose (land title search report). However the title opinion/ title search report to IREDA shall be submitted by LLC only which should be based upon its own independent verification of the title documents including mutation records, ECs/Jamabandis etc. as the case may be.

1.5. Advising on applicable compliances, RBI Guidelines and all the legal requirements under Indian Laws in relation to the Proposed Transaction and underlying documents;

1.6. Providing a mapped term sheet to the Lender;

1.7. Providing legal PCC compliance, PDC (includes Pre & Post disbursement) Compliance certificate;

1.8. Preparing/ Reviewing Title Investigation of the immovable properties being provided as security. Advising of perfection of security including but not limited to completion of assignment of PPA rights.

1.9. Reviewing memorandum and articles of association/charter documents of the Borrower/other obligors in light of the documents proposed to executed by them/obligations proposed to be undertaken by them and suggesting necessary modifications;

1.10. Advising on the stamp duty applicable on the documents and registration/filing requirements;

1.11. Providing closing legal opinion, inter-alia, on the legality, validity and enforceability of the financing documents under Indian/Foreign applicable laws vis a vis all parties and an opinion on due execution of the same by the Borrower/other obligors in accordance with their respective constitutional documents and corporate authorizations;

1.12. Advice and Assistance during filing forms with RoC, share pledge compliance and CERSAI and reviewing the said forms;

1.13. Controlling & coordinating the execution of documents;

1.14 Advising on competent Foreign counsel/law firm for transaction documents involving foreign company/person transaction documents and also vetting/reviewing of Foreign Council opinions received.

1.15. To advise on post-disbursement compliances from time to time whenever required by Lenders to safeguard the interest of the Lenders, also provide their expert opinion as and when required by the lender in the said project/matter.

Note: The scope of work is only indicative and not comprehensive. Detailed sanction letter will be shared with bidders on specific request.

**B. Guidelines on Corporate Governance for Central Public Sector Enterprises, 2010 issued by DPE**

Provide a Certificate of Corporate Governance as per the DPE Guidelines on Corporate Governance to the company to the extent applicable to the Company.

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

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## SECTION 3 - ELIGIBILITY CRITERIA

The invitation to bid is open to only the empaneled Law Firms of IREDA for Category 'A' cases. The List of the Law Firms is as per following:

9. LUTHRA & LUTHRA PARTNERS
10. SHARDUL AMARCHAND (SAM)
11. CYRIL AMARCHAND MANGALDAS (CAM)
12. INDUS LAW
13. TRILEGAL
14. KOCHHAR & CO.
15. KHAITAN & CO. LLP
16. DUA ASSOCIATES

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# SECTION 4 - SUBMISSION OF TENDER

The bid shall be submitted online through e-tender only.

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.

Bid shall include One-time fees and taxes separately in Indian Rupees and will be in the format mentioned as **Annexure D.**

The Price Bid should give all relevant price information. The prices quoted in the price bid should be without any conditions. **Bidder shall not tamper/modify downloaded price bid template in any manner**. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected.

**Requirements for Financial Bids**

- The Bidder is required to quote a One-time Fee.
- The different taxes should be indicated separately while raising the bills for payment of fee.
- TDS will be deducted as per the applicable rules.
- The fee quoted should be unconditional and inclusive of the expenditure to be incurred that are required under the transaction and the scope of work as stated above.
- The Bidders will be liable to pay taxes applicable as per law.

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## SECTION 5 - BID EVALUATION

**Evaluation of Financial Bids**

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

**Method of Selection of Successful Bidder**

**The bidder quoting lowest price and qualifying the other criteria as mentioned in RFP document score would be the successful bidder.**

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# SECTION 6 - INSTRUCTION TO BIDDERS

## A The Bidding Document

1. **RFP**
   a) Bid, Tender and RFP are interchangeably used to mean the same.
   b) The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.
   c) IREDA reserves the right to take any decision with regard to RFP process for addressing any situation which is not explicitly covered in the RFP document.

2. **Clarifications of Bidding Documents**
   A prospective Bidder requiring any clarification of the Bidding Documents may notify IREDA in writing through email at ankitdwivedi@ireda.in within 7 days from the date of floating of the RFP.

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

| **No.** | **RfP Reference** | **Page No.** | **Clause No.** | **Description in RfP** | **Clarification Sought** | **Remarks (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.

3. **Amendment of Bidding Documents**

a) At any time prior to the deadline for submission of bids, IREDA may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.
b) Amendments will be provided in the form of Addenda/corrigenda to the Bidding Documents, which will be posted on IREDA's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/corrigenda have been taken into account by the Bidder in its Bid.
c) In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, IREDA may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted in IREDA's website.
d) From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

4. **Rejection of Bid**
   The Bid is liable to be rejected if:
   a) The document doesn't bear signature of authorized person.
   a) It is received through Telegram/Fax/E-mail.
   b) It is received after expiry of the due date and time stipulated for Bid submission.

## B Preparation of Bid

1. **Period of Validity of Bids**

The Empaneled Agencies shall keep their Bids valid up to 120 days from the bid submission date. Empaneled Agencies may be required to further extend the validity of Bid as per the requirement of IREDA. IREDA holds the right to reject a bid valid for a period shorter than 120 days as non-responsive, without any correspondence. Any Bid not secured in accordance with above-mentioned criteria(s) in RFP document will be rejected by IREDA as non-responsive.

IREDA reserves the right to accept any bid and to reject any or all bids and/or to annul the bidding process in entirety, at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the participating bidders of the ground for IREDA'S action.

2. **Signing of Bid**

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

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

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.

3. **Extension of Deadline for submission of Bid**

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

# SECTION 7 – TERMS AND CONDITIONS

**Definitions (Relevant as per Tender Document) Notification of Award or Work Order**
After selection of the Successful Bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, IREDA will send Notification of Award or Work Order to the selected Bidder.

**Duration of Work Order**
The Documentation work for first and final disbursement shall be completed within 20 days from the date of award of work order or such extended period as may be allowed by IREDA. All the other works as defined in scope of work (section 2) shall be completed within stipulated time as specified in the sanction letter/ transaction documents. Please note that in case the time-period for completion of the Assignment gets delayed, no additional payment will be made for such extended period.

**No Conflict of Interest**
The bidder has to submit certificate regarding no conflict of interest regarding the Assignment along with quotation.

**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**

The LLC shall be paid a lump sum fee directly by the Borrower including all expenses & taxes etc. for the whole assignment and the professional fee and charges payable shall be released in the following manner-

| Sr. No. | Nature of work / Milestone | % of Lump Sum Fees |
|---|---|---|
| a) | Accepting assignment of work and on submitting the legal/Corporate Due Diligence Report (considering new Companies Act, 2013 as well) of the Borrower, Promoters & Project Documents (including the requirement of Shareholders agreement, if any, if not in existence & Modifications, if required under the existing Shareholder's Agreement or Articles of Association, list of compliances required for security creation to safeguard the interests of IREDA. | 10% |
| b) | Drafting & vetting, reviewing, negotiating and finalizing the financing and security documents as applicable to the Proposed Transaction, in accordance with the sanction letter of Lenders and approval of documents by Lenders. And submitting Legal Corporate due diligence. | 30% |
| c) | Execution of Transaction/financing/security Documents, perfection of security, Registration of | 30% |

| | | |
|---|---|---|
| | Charge with RoC, CERSAI etc. and providing interim opinion on the<br>1) Compliance of security required to be completed before fist disbursement.<br>2) Compliance of required authorizations pertaining to the Borrower/ obligors (resolutions, certificates, documents and confirmations) as per sanction letter.<br>3) Transaction and documents & issuance of Pre-Disbursement Compliance (PDC) Certificate by the LLC. | |
| d) | Furnishing a final closing opinion over the executed documents to the effect that:<br>1) All the Security documents and other documents , as intended vide the Lenders sanction letters and as covered in Transaction/financing/security Security Documents executed subsequently, have been duly executed in the manner & terms proposed and<br>2) Further all the documents executed are duly stamped, legally binding and enforceable under the applicable Laws and are in full compliance of the provisions of the new Companies Act, 2013 and other statutory provisions. . | 30% |

Bidders are requested to submit your quotation on lump sum basis for your professional fees, charges & expenses etc. for the assignment(s) in the tender. The lump sum fees & charges mentioned above should be comprehensive and inclusive of professional fees and all other expenses/out of pocket expenses for due diligence, service tax & any other taxes/levies etc.

**Confidentiality**
The Bidders acknowledge that in the course of performing the obligations under this tender, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

**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 Award/Work Order.

**Indemnity**
The Bidder shall indemnify IREDA and keep indemnified for any loss or damage, cost or

consequences that IREDA may sustain, suffer or incur on account of violation/noncompliance of any statutory requirements in conducting of contractual terms. The Bidder shall always remain liable to IREDA for any losses suffered by IREDA due to any negligence or fault on the part of the bidder, and the bidder also shall indemnify IREDA for the same.

Bidder is responsible and accountable for managing the activities of its personnel. Bidder shall be vicariously liable for any acts, deeds or things done by their employees which is outside the scope of work or authority vested or instructions issued by IREDA.

IREDA reserves its right to cancel the Contract in the event of delay in the performance of its obligations and may impose liquidated damages for the delay. Due to such delay, any penalties imposed either pecuniary or otherwise on IREDA, would be borne by the Bidder in monetary terms.

**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.

The Bidder is expected to deliver the services as per the requirement of IREDA. If there is repeated deficiency in terms of service by the service provider, IREDA shall record the same and shall exercise its right to terminate the contract and award the work to other empaneled agency.

In case of non-delivery in time by the Bidder, IREDA reserves the right to get the work done own its own or through any other third party and the cost towards paid services & other charges will be deducted from the billing of selected agency as a penalty charges.

**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.

**Award of the Work Order**

IREDA intends that the commitment/award of work order, which is contemplated herein with the successful Bidder, shall initially be for a period of till completion of all scope of work as defined in section-2. On satisfactory performance and with the approval of Competent Authority, work order may be further extended/renewed for a period of one or two years.

**Award/Work Order cancellation**

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. IREDA also has the right to re-issue the tender without the bidders having the right to object to such re-issue:

- Serious discrepancy observed during performance as per the scope of work
- 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 award/work cancellation, any payments made to the Bidder would necessarily have to be returned. 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.

**RFP Abandonment**

IREDA may at its discretion abandon this RFP process any time before Notification of Award/ Work Order

**Integrity Pact**

The Integrity Pact essentially envisages that the prospective bidders/successful bidders and the IREDA , committing that persons/officials of both sides, not to resort to any corrupt practices in 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 a Integrity Pact with the IREDA, would be considered competent/eligible to participate in the bidding process. This condition should not be breached by both the parties in any stage of bidding/contract.

**Contacting IREDA**

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

**Resolution of Disputes**

Any dispute(s) or difference(s) arising out of or in connection with the Work order shall to the extent possible, be settled amicably between the parties.

All disputes or differences in respect of which the decision, if any has not become final or binding as aforesaid shall be settled under the provisions of Arbitration and Conciliation Act, 1996 and its subsequent amendments. Delhi courts shall have the exclusive jurisdiction in the matter. The arbitrator shall give reasoned award.

**Applicable Law**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Corporate Office of IREDA falls.

## SECTION 8 – PROJECT DETAILS

| Sl. No. | Title | Terms & Condition |
|---|---|---|
| **Project :1** | | |
| 1. | **Purpose of the Loan** | Term loan of Rs. 193.0 Crores |
| 2. | **Project Details** | 1. Borrower Name: M/s AMP Energy C&I Nine Pvt. Ltd<br>2. Project Number: 2800<br>3. Sanction Letter Ref number – TS-11/53/2023-IREDA/<br>4. Location: Panora, Janjgir-Champa district, Chhattisgarh<br>5. Promoter/Sponsor: AMP Energy C&I Pvt. Ltd / AMPIN Energy Transition Private Limited (*formerly known as Amp Energy India Pvt Ltd*)<br>6. Project Capacity: 40 MWAC/60 MW DC<br>7. Project Cost: Rs. 257.63 Crores<br>8. Loan Proposed from IREDA: Rs. 193.00 Crores<br>9. Promoter's Contribution: Rs. 64.63 Crores<br>10. Debt: Equity Ratio: ~3:1<br>11. Interest rate: 9.65%<br>12. Grace period: 12 months from COD/SCOD, whichever is earlier<br>13. Area of Project Land : 180 acres on lease basis<br>14. Key Financial Indicators<br>• Average DSCR: 1.21<br>15. Consortium funding/Sole Lending: Sole |
| 3. | **Security Details** | ❖ First Charge on proposed solar project of cumulative capacity of 40 MW/ 60 MWp (Phase 1 & 2) by way of Indenture of Mortgage (IOM) on all immovable properties (owned and/or leased) together with all structures and appurtenances thereon, present and future, of the borrower company pertaining to the project.<br>❖ First Charge on proposed solar project of cumulative capacity of 40 MW/ 60 MWp (Phase 1 & 2) by way of Deed of hypothecation on all the movable assets including movable plant and machinery, spares, tools, accessories, furniture, fixtures, vehicles, and other |

movable assets, present and future, of the Borrower, pertaining to the Project.

- ❖ First Charge on book debts, operating cash flows, receivables, commissions, revenue of whatsoever nature and wherever arising, present and future, of the Borrower, pertaining to the Project.
- ❖ First Charge on intangible assets of the Borrower including but not limited to the goodwill, undertaking and uncalled capital, present and future, of the Borrower, pertaining to the Project.
- ❖ First Charge on all the bank accounts of the borrower, pertaining to the project, including but not limited to Debt services Reserve Account (DSRA) created in the form of FD/ irrevocable BG, to service the interest payment and principal repayment under the facility.
- ❖ Company shall open a Trust & Retention Account to the satisfaction of IREDA before drawl of first disbursement wherein all the project revenues shall be deposited.
- ❖ First Charge on Trust and Retention Account (TRA) for the proposed project.
- ❖ The Borrower shall build DRSA (highest sum of interest and principal amount of 2 Quarters) for project, in the following manner as stipulated below:

| **Period** | **Amount of Debt Service Reserve Account** |
|---|---|
| On or before the date of Commencement of Commercial Operations of the Project | In total, the highest Interest amount of a quarter during repayment period |
| Within 6 Months from the date of Commencement of Commercial Operations of the Project | In total, the highest sum of Interest amount of 2 quarter during repayment period |
| Within 1 Year from the date of Commencement of Commercial Operations of the Project | In total, highest sum of Interest of 2 quarter and principal amount of 1 quarter during repayment period |
| Within 1 and half Year from the date of Commencement of Commercial Operations of the Project | In total, highest sum of Interest and principal amount of 2 quarter during repayment period |

- ❖ Pledge of 51% of the Equity/CCDs/OCDs/NCDs in the project held by the Promoter till the tenure of IREDA loan. Borrower and Promoter shall ensure that the voting rights of the pledged shares do not fall below 51% during

| | | |
|---|---|---|
| | | the tenure of the Facility. Non disposal undertaking for remaining CCDs held by core promoter during tenure of the facility.<br>The shares to be pledged shall be free from any restrictive covenants/lien or other encumbrance under any contract/arrangement, including shareholder agreement/joint venture agreement/ financing arrangement, with regard to pledge/transfer of the shares including transfer upon enforcement of the pledge.<br>❖ NACH Mandates as per IREDA principal and interest instalments<br>❖ Corporate Guarantee of M/s. AMP Energy C&I Private Limited till achievement of all the following milestones, to the satisfaction of IREDA:<br>o Creation and perfection of security.<br>o Creation of DSRA as per stipulation.<br>o Achievement of annual PLF of P90 (87.11 MUs) for consecutive 2 years.<br>o DSCR 1.20 to be maintained for two consecutive years post COD.<br>❖ Assignment by way of IOM on the following:<br>o All the rights, title, interest, benefits, claims and demands whatsoever of the Company's project contract assignable by the borrower, including PPA<br>o Subject to Applicable Law, all the rights, title, interest, benefits, claims and demands whatsoever of the Company in the Clearances pertaining to the project<br>o All insurance contracts and insurance proceeds |

**Annexure A**
**Bid Offer Form (without Price)**

***(On Bidder's Line Head)***

**OFFER LETTER**

Date:

To

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

Dear Sir,

**Subject: RFP No. __________ dated _____ for Appointment of LLC for IREDA.**

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 financial 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 instructions and complete the assignment within a period of 90 days 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. 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 scope of work as defined in section 2 is completed from the last date stipulated by IREDA for submission of bid, and our offer shall remain binding upon us and may be accepted by IREDA any time before the expiry of that period.

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

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

Yours faithfully,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of PCS/Firm:

Address:

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## Annexure B
## Bidder's Information

***(On Bidder's Letter Head)***

| **Details of the Bidder** | | |
|---|---|---|
| 1 | Name of the Law Firm:<br>▪ Whether Partnership/Proprietorship Individual<br>▪ Name of the Lead Partner/Proprietor/Individual/In-change<br>• Name(s) of the Contact person(s) and the Contact details | |
| 2 | Details of the Bidder<br>Address:-<br>Telephone Nos.:- Fax No. :-<br>Email:-<br>Website:- | |
| 3 | GST registration no. | |
| 4 | Permanent Account Number (PAN) | |
| 5 | Name & Designation of the contact person to whom all references shall be made regarding this tender | |

Signature:________________________

Name:______________________________

Designation:_________________________

Date:____________________________

Place ___________________________

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# Annexure C

**Declaration for Acceptance of Scope of Work and Terms & Conditions**

**(On Bidder's Letter Head)**

To Date:

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

Dear Sir,

**Subject: RFP No. ___________/2023-24 dated _____ for Appointment of LLC for IREDA**

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

Yours faithfully,

(Signature of the Bidder)
Name:
Designation:
Date:
Place:

********************

<u>**Annexure D**</u>

**PRICE BID**

**Schedule of Rates**

| **S. No.** | **Description** | **Lump sum Price (Rs.)** |
|---|---|---|
| **A** | Fixed Amount<br>(inclusive of all the expenses including but not limited to out of pocket expenses) | DO NOT QUOTE |
| **B.** | Taxes | DO NOT QUOTE |
| | **TOTAL AMOUNT PAYABLE** | DO NOT QUOTE |
| | **Amount in Words** | DO NOT QUOTE |

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

1. **The above price offer for the completion of work as defined in scope of work as defined in Section 2 of RFP is on a lump sum basis inclusive of travel and stay, out of pocket expenses, cost of producing documents, cost of establishment charges etc., all taxes and duties etc. The above quoted amount remains firm during the completion of work as defined in scope of work as defined in Section 2 of RFP**
2. **IREDA will not be required to pay and/or reimburse anything over and above the price quoted. No escalation for any reason whatsoever shall be allowed over and above the bid price till completion of the completion of work as defined in scope of work as defined in Section 2 of RFP. However, the applicable GST shall be paid over and above the quoted price at applicable rates on the date(s) of payment(s).**
3. **The offer is valid for a period of 120 days from the date of submission of Bid.**
4. **All travel, boarding /lodging related expenses incurred by the Transaction Advisor's personnel in connection with the completion of work as defined in scope of work as defined in Section 2 of RFP under Scope of this Bid Document will be borne by the Bidder and IREDA will not take any responsibility whatsoever on this account.**

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