



(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 INSOLVENCY RESOLUTION PROFESSIONAL

INVITATION TO BID

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E-Tender Reference Number: 04/2023-24

Start Date of Submission of Bid: 14/03/2024

Last Date of Submission of Bid: 29/03/2024 (5:00 P.M.)

Date of opening of BID: 01/04/2024

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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, 3<sup>rd</sup> 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 through e-tendering process. Financial bid has to be submitted on-line only (no hard copy). Tender document can be downloaded from the website of IREDA i.e. <http://www.ireda.in> or From Govt. e-procurement portal (CPP) viz, [www.eprocure.gov.in](http://www.eprocure.gov.in).

## **SECTION 1 - NOTICE INVITING TENDERS (NIT)**

### **NIT for Appointment of Insolvency Resolution Professional**

1. Details of tender are given below:

No	Description	Detailed Information
1	Name of Assignment	<b><u>Appointment of Insolvency Resolution Professionals for one project specified in Schedule 8.</u></b>
2	Tender Reference Number	<b>04/2023-24</b>
3	Tender Release Date	<b>14/03/2024</b>
4	Last date and time for Bid Submission	<b>29/03/2024 (5:00 P.M.)</b>
5	Date of Opening of BID	<b>01/04/2024</b>
6	Tender Category	Services
7	Bid Validity Days	60 days from Bid Opening Date
8	Duration of Assignment	For 1 <sup>st</sup> month for Interim Resolution Professionals, after that subject to ratification by CoC and subject to all applicable provisions of Insolvency & Bankruptcy Code 2016 & Insolvency Bankruptcy Board of India.
9	Name and Address for communication	Indian Renewable Energy Development Agency Limited  3 <sup>rd</sup> Floor, August Kranti Bhawan Bhikaji Cama Place New Delhi - 11 00 66 Tel: +91 (011) 26717400-13 Fax: +91 (011) 26717416 E-mail: <a href="mailto:tender@ireda.in">tender@ireda.in</a>

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. Tender Notice and Tender Document are available on IREDA's and can be downloaded from <https://www.ireda.in>. For bid submission, the Bidder will have to necessarily download an official online copy of the Tender Document. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on IREDA's website only. The proposals in the prescribed Format should be submitted online on designed email id in password protected pdf file via email on [tender@ireda.in](mailto:tender@ireda.in) latest on or before **last date, time of submission**

4. Not more than one bid shall be submitted by one tenderer/bidder for each project having business relationship.
5. 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.
6. 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.
7. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. 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.
8. This bid document is issued on 'limited tender' basis and is publicized on the website for compliance purposes. Only those Insolvency Resolution Professionals 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**

IREDA invites bids/tender/quotation only from Insolvency Resolution Professionals ("IRP") which have been empaneled (called **Bidder**) as Insolvency Resolution Professionals with IREDA for North Zone.

### **A. SCOPE OF WORK**

1. Make a public announcement regarding the admission of application for initiation of CIRP of the Company.
2. Written communication to be sent to all directors of the Corporate Debtor, Bankers and other regulatory bodies like MCA,ROC,SEBI, Department of Income Tax etc advising commencement of CIRP for Corporate Debtor.
3. Exercise control over the management of the Company pursuant to cessation of powers of the existing Board of Directors of the Company.
4. Seek necessary reporting from all the Officers/ Employees/ Workmen/ Key Managerial Persons of the Company regarding day to day affairs of the company.
5. Send communication to the Banks for instructions regarding operations of the Bank Accounts of the Company.
6. Operating the bank accounts of the Company.
7. Dealings with the Bankers of the company in the regular course of business of the company.
8. Review of the books of accounts of the Company for last two years as well as latest financial position.
9. To collate a list of assets and liabilities of the company as on the date of last audited financial statement and as on CIRP commencement date.
10. Appoint registered valuers for the purpose of valuation of assets of the company.
11. Review of valuation reports as submitted by the appointed registered valuers.
12. Inviting claims from the company's creditors of the company including Trade Creditors, Creditors for expenses, Statutory Dues, Banks, FIs, NBFC, any other creditors along with necessary proofs for the same.
13. Verify the proof of claims as received from the creditors.
14. Constitute the Committee of Creditors as per the provisions of the code.
15. Follow up with the Key Managerial Persons of the company to achieve compliances of the company with all the relevant statutory authorities like ROC, SEBI, Income Tax, Service Tax and Excise, Sales Tax/ VAT/ GST, EPFO, ESIC, etc.
16. On best effort basis, endeavour that the Company remains a going concern.
17. To prepare Information Memorandum of the Company in consultation with the other employees of the Company and as per the information supplied by the Company.

18. Sharing of Information Memorandum with the potential resolution applicants and obtaining necessary undertakings from such persons.
19. To convene meetings of the Committee of Creditors, as and when required.
20. To prepare agenda of the meeting of the Committee of Creditors.
21. To prepare minutes of the meeting of the Committee of Creditors and circulation of the same among all the stakeholders.
22. To evaluate all the resolutions plans received from various Resolution applicant and draw up a comparative analysis of the same.
23. Present resolution plans so received from the Resolution applicants to the Committee of Creditors for their due consideration.
24. To ensure compliance of the provisions of the code with the considered resolution plans.
25. To obtain consent of the required majority of the Committee of Creditors for the resolution plans.
26. Submission of the approved resolution plan to the Adjudicating Authority (NCLT) for approval.

Note: 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 only for Insolvency Resolution Professionals which have been empaneled (called **Bidder**) as Insolvency Resolution Professionals with IREDA for North Zone.

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#### **SECTION 4 - SUBMISSION OF TENDER**

The quotations are sought to be submitted electronically described as under:

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**. Further, as per Annexure- E, Successful Resolution Plan approving judgments of the respective corporate debtors should also be given with scanned bid documents, without the same bid will be completely rejected.

**The proposals in the prescribed Format should be submitted online on designed email id in password protected pdf file via email on tender@ireda.in latest on or before last date, time of submission.**

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 monthly lumpsum 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.
- 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.
- In case of bid quoting lower financial value of the IRP fees than stipulated under IBBI is liable to be rejected. The dues involved of IREDA can be inferred from Schedule-8 project details.
- **In case of conflict between two financial bids of similar amount, bid of the IRP having successfully resolved a greater number of Corporate Debtors as per Annexure-E will be considered.**

### **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 [divyanshu@ireda.in](mailto:divyanshu@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.
- b) It is received in any other mode than email.
- c) If documents received is not in password protected pdf.
- d) It is received after expiry of the due date and time stipulated for Bid submission.
- e) **If bid amount is lower than the prescribed amount by the IBBI, as in the instant case total outstanding is more than Rs. 50 Crores, hence minimum quote of IRPs should be Rs. Two Lakh.**

## **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.

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## **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 Insolvency Resolution Process work shall be considered completed only when final order is obtained from Hon'ble NCLT for approval of Resolution Plan /Liquidation of the Corporate Debtor (However, the work duration and professional fees of IREDA appointed IRP is subject to the appointment/ratification of IRP by CoC).

### **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 Insolvency Resolution Professional appointed shall be paid a monthly lumpsum fee for the first month only on the project undertaken by him in capacity of Resolution Professional (which shall be payable as per the shares of voting rights in Committee of Creditors). After the first month, fees shall be as per the decision of Committee of Creditors.

Apart from the above quoted monthly fees, IRP appointed shall be paid following expenses/taxes:-

- a) All applicable statutory taxes and levies shall be reimbursed on actuals in addition to the fees payable under the terms of this mandate.
- b) All out of pocket expenses, including photocopy, filing fees etc. shall also be reimbursed on actual basis. In addition, travel, lodging, boarding conveyance etc. costs shall be additionally charged and payable on the basis of entitlement as may be payable to senior management of the company, with prior intimation to IREDA.
- c) Any Professional/expert who may be required to be appointed to assist the IRP/RP in the conduct of the Corporate Insolvency Resolution

Process shall be appointed by the Resolution Professional, with our prior consent, and all cost and expenses thereof shall be charged in addition to the fee payable under the terms of this mandate.

Bidders are requested to submit your quotation on monthly lump sum basis for your professional fees for the assignment(s) in the tender.

### **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.

### **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 by IREDA to the Bidder would necessarily have to be returned to IREDA. Further the Bidder would also be required to compensate IREDA for any direct loss incurred by IREDA due to the cancellation of the contract. This is after repaying the original amount paid.

### **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. Delhi courts shall have the exclusive jurisdiction in the matter.

### **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.

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**Section8- Project (bids to be obtained lot wise)-:**

**Project in which IRP appointment is requested-:**

**Lot 1- M/s Naraingarh Sugar Mills Limited - amount due is approximately 150 Crs.  
(NCLT Chandigarh)**

**(Details of projects may be gathered independently from MCA website)**



**Annexure A**  
**Bid Offer Form (without Price)**  
**(On Bidder's Letter Head)**

**OFFER LETTER**

Date:

To

\_\_\_\_\_  
Indian Renewable Energy Development Agency Limited,  
3<sup>rd</sup> Floor, August Kranti Bhawan,  
Bhikaji Cama Place,  
New Delhi – 110066

Dear Sir,

**Subject: RFP No. \_\_\_\_\_ dated \_\_\_\_\_ for Appointment of Insolvency Resolution Professional for the projects of IREDA mentioned in Schedule- 8.**

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. 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 IRP: Address:

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**Annexure B**  
**Bidder's Information**  
*(On Bidder's Letter Head)*

Details of the Bidder		
1	<ul style="list-style-type: none"><li>Name of the IRP:</li><li>Name(s) of the Contact person(s) and the Contact details</li></ul>	
2	Details of the Bidder Address:- Telephone Nos.:-                      Fax No. :- Email:- 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,  
3<sup>rd</sup> Floor, August Kranti Bhawan,  
Bhikaji Cama Place,  
New Delhi - 110066

Dear Sir,

**Subject: RFP No. \_\_\_\_\_/2023-24 dated \_\_\_\_\_ for Appointment of Insolvency Resolution Professional for the projects of IREDA mentioned in Schedule- 8.**

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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. 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:

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**Annexure D**

**PRICE BID**

**Schedule of Rates**

<b>S. No.</b>	<b>Description</b>	<b>Lump sum Price (Rs.)</b>
<b>A</b>	Monthly lumpsum fees	
<b>B.</b>	Taxes	
<b>C.</b>	<p>a) All applicable statutory taxes and levies shall be reimbursed on actuals in addition to the fees payable under the terms of this mandate.</p> <p>b) All out of pocket expenses, including photocopy, filing fees etc. shall also be reimbursed on actual basis. In addition, travel, lodging, boarding conveyance etc. costs shall be additionally charged and payable on the basis of entitlement as may be payable to senior management of the company, with prior intimation to IREDA.</p> <p>c) Any Professional/expert who may be required to be appointed to assist the IRP/RP in the conduct of the Corporate Insolvency Resolution Process shall be appointed by the Resolution Professional, with our prior consent, and all cost and expenses thereof shall be charged in addition to the fee payable under the terms of this mandate.</p>	N/ A (Paid along with Monthly lumpsum fees quoted above)
	<b>TOTAL AMOUNT PAYABLE</b>	
	<b>Amount in Words</b>	

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

- a. 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 The**

above quoted amount remains firm during the completion of work as defined in scope of work as defined in Section 2 of RFP

- b. 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).
- c. The offer is valid for a period of 60 days from the date of submission of Bid.

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## ANNEXURE-E

### Particulars in respect of CIRP assignments completed

S No	Name of the Company resolved	NCLT order date approving resolution plan with the name of IRP (same is required to be attached with application as well)