

# Indian Renewable Energy Development Agency Ltd (IREDA)

Invites  
Request for Proposal (RFP)  
For  
Selection of Enforcement Agency/ies for various Projects/ Securities under  
SARFAESI Enforcement & Related SERVICES

RFP No.: R&M/ 01/2024

Dated: 30/12/2024

**ENERGY FOR EVER**



**ONCE IREDA ALWAYS IREDA**  
*(A Navratna CPSE)*

*Indian Renewable Energy Development Agency Limited*

*(A Navratna CPSE)*

ISO 9001:2015, 27001:2013 Certified

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## Invitation to Bid

### 1. DEFINITIONS:

In this Contract, the following terms wherever they appear shall be interpreted as indicated below:

**1.1** "IREDA" means Indian Renewable Energy Development Agency Ltd.

**1.2.** The "Enforcement Agency/Agency/Bidder" means the sole proprietary concern or partnership firm or company providing or intending to provide various security enforcement services , auction assistance services , security services under SARFAESI Act sought under this Contract.

**1.3.** The "Contract Price" means the lumpsum price payable to the Enforcement Agency under the Contract for the full and proper performance of its contractual obligations separately for each Project and bid activities as mentioned per **Annexure IV**.

**1.4.** The "Site/ projects" shall mean primarily the physical locations as defined in this contract For various projects under **Annexure IV**.

**1.5** E publishing –means E publishing portal of govt of India <https://eprocure.gov.in/epublish/app>

**1.6 SARFAESI** means Securitization and Reconstruction of Financial assets and Enforcement of Security Interest Act, 2002 as amended from time to time.

**1.7 AO** refers to Authorised Officer appointed/ nominated by competent authority of IREDA under SARFAESI Act.

Separate Proposals shall be submitted for each Project for **Annexure IV**. All proposal shall be submitted in online mode in pdf format with password protection, however IREDA reserves the right to seek physical documents at any time during the procurement.

Last Date for submission of Technical and financial proposals at authorised email - [tender@ireda.in](mailto:tender@ireda.in) – 21 days from date of hosting – up to 1730 hrs.

### 2: Introduction and Requirement

About IREDA:

IREDA is a Public Limited Navratna Government Company established in 1987, under the administrative control of Ministry of New and Renewable Energy (MNRE) to promote, develop and extend financial assistance for renewable energy and energy efficiency / conservation projects. IREDA is also registered with Reserve Bank of India as a Non- Banking Financial Company (NBFC). IREDA provides finance assistance in the field of renewable energy under the guidelines of Ministry of New and Renewable Energy. At present, IREDA has approx. loan portfolio of ~ 59000 Crores.

For recovery from its Non-Performing Assets, IREDA takes required recovery actions including under SARFAESI Act/DRT/NCLT etc. including taking physical possession of various NPA assets. This RFP invites proposals from eligible interested parties to provide offer for assistance in SARFAESI enforcement activities.

The tenure of the contract shall be coterminous with the completion of activities. However, continuance of contract will be subject to Performance Review done by appropriate authority of the IREDA from time to time.

The quotations are sought to be submitted via online mode in **two (2)** separate password protected pdf proposal files described as under:

- A. Part I (Technical Bid)** Password protected pdf file containing details based on prequalification criteria as defined in RFP to be submitted online latest on or before **21 days** from date of hosting till 1730 Hrs.

**Technical Bid (Annexure I)** shall consist of the following:

- I. Application - (Format I)
- II. List of works executed - (Format II)
- III. Details of empanelment with other institutions - (Format III).
- IV. Financial information (turnover / profit & loss, etc.) for last two years
- V. A copy of IT Return filed for the last FY is to be submitted.

**B. Part II (Price Bid)**

In the first phase, the agencies who shall be found eligible after scrutiny of applications / documents, shall be qualified and their Price bid for all offered services will be opened accordingly. **The price quoted should be exclusive of GST.**

**Price bid for each sub activity per project** should be submitted separately in password protected pdf files as per the format given in **Annexure II** within allowed timelines.

**The complete proposal** in the prescribed Format (Technical bid & Financial bid) should be submitted online on designated email id i.e. tender@ireda.in in 2 separate password protected pdf files (duly signed and scanned/ digitally signed) for Technical & Financial Bids, along with all supporting documents like copies of latest Income-Tax return filed, list of work completed / in hand with their value during last 2 years, work completion certificates, list of personnel available, details of registration / empanelment with different institutions, financial turnover, etc.

All bids for one asset as per Annexure IV shall be submitted in one (1) email.

**Last date for submission of Proposals:**

The proposals should be submitted via email on tender@ireda.in on or before **20 January 2025** till 1730 Hrs i.e. 21 days from date of hosting.

**3. ELIGIBILITY CRITERIA** (Technical Pre-qualification criteria)

a. The Enforcement Agency should be either based in/ or have permanent branch office in state in which the enforcement action location lies. Proof of office in the name of applicant agency shall be required to be submitted. Locations of the enforcement action are indicated in Annexures to this document.

b. The Enforcement Agency should have minimum experience of at least 3 successful **similar assignments completed (for (i) SARFAESI Action on NPA accounts, (ii) Security services in SARFAESI assets and (iii) Auction assistance in NPA accounts)** for Banks/Financial Institutions in Corporate loans in last 3 Financial years, with at least 1 each in applied category.

The Agency should have empanelment (should be empanelled as an enforcement agency for projects/securities under SARFAESI) with at least 2 nationalised Banks/PSUs/Fis/NBFCs etc. [Attach copy of empanelment confirmation communication by applicable institution]

c. Financial turnover and Profit & Loss accounts for the last two financial years duly certified by Chartered Accountant shall be submitted and,

- i. Bidder shall be profitable (i.e. positive Profit after Tax) in all years.
- ii. Bidder shall have positive net worth for both financial years.
- iii. Bidder shall have financial turnover of not less than Rs 30 Lakhs in each of last 2 financial years.

#### 4. Bidding Information:

Purpose and Duration	<p>(i) Selection of “Enforcement Agency” for providing Services related to SARFAESI Act implementation for the indicated loan accounts.</p> <p>(ii) Selection of Security Services as per requirement.</p> <p>(iii) Selection of Auction assistance services as per requirement.</p> <p>Duration – Upto completion of activities. For Security, until completion of the auction/ settlement of the account, subject to revision based on applicable minimum wages.</p>
Last Date of Submission of Bids.	<p>21 days from date of hosting till 1730 Hrs, in online mode, password protected pdf files, in two separate file per bid from authorised email of bidder.</p> <p>All Proposals shall be submitted via email with subject titled.</p> <p>- <b>“Submission of Technical and Financial offer in matter of .&lt;&lt; Name of the Project &gt;&gt; “ for SARFAESI Enforcement Services/Security Services/Auction assistance services</b></p>
Clarifications	<p>The interested agencies may submit their queries, through email to following emails. <a href="mailto:tender@ireda.in">tender@ireda.in</a> / <a href="mailto:rajendra@ireda.in">rajendra@ireda.in</a> / <a href="mailto:vsyadav@ireda.in">vsyadav@ireda.in</a> <a href="mailto:omprakash@ireda.in">omprakash@ireda.in</a> / <a href="mailto:anudeepiyadav@ireda.in">anudeepiyadav@ireda.in</a> / <a href="mailto:ridhi@ireda.in">ridhi@ireda.in</a></p> <p>in the matter, if any, latest up to <b>10 working days</b> before last date of submission of proposals. Further, clarifications, if any, would be issued in the form of addendum on the IREDA’s website/ e-publishing website at least 3 working days before last date of submission, this will be considered to be forming part of the tender document.</p>

	All bidders are advised to visit IREDA website/e publishing portal 3 days before last date.
Bid Validity	All bidders shall ensure that offers submitted by them are valid for period of at least <b>09 months/270 days</b> from the date of submission of bids.
Address for communications.	Mr. Rajendra Singh, Add. General Manager (Recovery), NBCC Office Complex, Office Block No. II, Plate B, 7th Floor, East Kidwai Nagar, New Delhi-110023 Email- <a href="mailto:tender@ireda.in">tender@ireda.in</a> <a href="mailto:rajendra@ireda.in">rajendra@ireda.in</a> <a href="mailto:vsyadav@ireda.in">vsyadav@ireda.in</a> <a href="mailto:anudeepyadav@ireda.in">anudeepyadav@ireda.in</a> <a href="mailto:ridhi@ireda.in">ridhi@ireda.in</a> <a href="mailto:omprakash@ireda.in">omprakash@ireda.in</a>
Mode of Procurement	2 Envelope proposal via online mode – <b>Password protected in online mode pdf files only. No physical bid will be entertained.</b> L1 based on technical prequalification. <b>1.</b> Technical Bid details as per formats given in <b>Annexure I.</b> <b>2.</b> Price Bid.
Date and time of opening of Price Bids	<b>Within 3 working days after the last date of submission of proposals.</b>
Contact Details	As per Address for Communications.

## 5. INSTRUCTION TO BIDDER AGENCIES

- i. Any clarification to be sought by the Agency should be done on or before the stipulated cut-off date 10 working days before last date of submission of bids.
- ii. At any time prior to the deadline for submission of Bids, IREDA, for any reason, may modify the Bidding Document, by amendment and notification thereof.
- iii. Amendment notification, if any, shall be hosted on IREDA Website and/or E PUBLISHING portal as applicable.
- iv. In order to allow prospective Agency reasonable time to take the amendment, if any, into account for preparing their Bids, IREDA may, at its discretion, may extend the deadline for the submission of Bids.
- viii. The bidders shall bear all the costs associated with the preparation and submission of the bid and IREDA will, in no case, be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.
- ix. Based on project wise activities finalised for participation by interested parties, the bidders are free to submit their financial bid for one or more activities within a project. Separate Proposals

including separate financial bids for each activity, as applicable shall be submitted for each Project indicated in **Annexure IV**. Project wise financial evaluation for L1 bidders shall be carried out separately for different activities viz. Sarfaesi Enforcement, Security Services and Auction Assistance. All proposals shall be submitted in online mode, IREDA reserves the right to seek physical documents at any time during the procurement.

#### **6. BID VALIDITY:**

The period of bid validity shall be 9 months/270 days from last date of submission and shall be binding on the bidders, as IREDA may award the contract at any stage on or before the expiry of the bid validity date.

#### **8 TENDER METHODOLOGY, BID EVALUATION & AWARD OF CONTRACT**

i. The tender methodology proposed to be adopted by IREDA will be “TWO BID SYSTEM” i.e., Technical Bid and Price Bid forms in online pdf format password protected, separately for each project & services under Annexure IV .

ii. Bid evaluation shall be done in two phases. Technical evaluation shall be completed with respect to compliance of eligibility terms & conditions defined in the RFP.

Based on the technical evaluation, qualified bidders shall be considered for opening of the Price Bids. Bid proposal passwords shall be sought by procurement committee from authorised signatory/designated person at the time of opening of both technical and financial bids. Authorised representative of the bidders are advised to remain available during the opening of financial bid though virtual mode. Proposals which shall disclose the password beforehand during submission to email shall be declared invalid and rejected.

iii. **Applicant bidders can select towards each Project and for what services they wish to apply ,** Financial proposals shall be submitted among any or all of among 3 categories, (i) SARFAESI Enforcement activities, and (ii) AUCTION Assistance services, and (iii) Security Services as notified under requirements. Financial proposals of the technically qualified bidders shall be opened and notified and Project wise L1 bidder shall be notified separately for 3 categories, i.e., SARFAESI Enforcement, SECURITY Services and AUCTION assistance. In the event there are more than one bidders are found offering similar L1 price, all such bid proposals shall be evaluated as follows

- a) All bids shall be evaluated based on bidders having registered office in the state where the bid securities/assets are located and bidder having registered office in state where securities/assets located shall be selected.

- b) Further in the event if among multiple L1 bids, there are more than one bids where bidders have registered office located in the state where the securities/ assets are located, then all such bids shall be further evaluated based on whether the bidder has prior experience of having completed similar type of assignment in past. Bidder having submitted proofs of similar assignment completed shall be selected.
- iv. Declaration of final L1 declared bidder by IREDA would not guarantee the award of contract and shall be subject to further approval of competent authority.
- v. IREDA will award the contract to the successful bidder for each project & service based on LOWEST (L1) PRICE BID (EXCLUDING GST) FOR EACH CATEGORIES separately as per approval of competent authority. Thus, part of work within a project can be awarded to different bidders subject to the same being L1 in the category.

## **10.SCOPE OF WORK AND RELATED CONDITIONS**

Shortlisted agencies would be required to carry out all / any of the below mentioned works as indicated in the list of loan accounts as per **ANNEXURE IV**.

1. To ensure servicing of notice under 13.4 to notified borrowers, guarantors, project site and submission of report service report. If not delivered, then serve by pasting at premises and submit service report.
2. To submit prepossession report about the sites to **Authorised Officer (AO)**. If required, to arrange separate offer of services for demarcation/ survey for locations not identifiable.
3. If no response for amicable handover of possession is there or there is non-cooperation resistance shown/ expected for physical possession from borrower, to prepare application for AO to submit assistance request to DM as per provisions of sec 14 of SARFAESI act, submit the same, attend hearings until favourable order is received by IREDA. DM assistance – Following activities to be completed.
  - a. Drafting & submission of Application for possession to DM
  - b. Arranging offers for legal counsel engagement for representation and arguments on behalf of IREDA from applicable jurisdiction.
  - c. All other associated activities till issue of possession order.
4. Upon receipt of order (**only for operational sites**),
  - a. As per requirement, coordinate with authorised officer and prepare for physical possession of premises. Inform IREDA to arrange for O&M agency for prepossession deployment as per requirement of site, arrange temporary security staff as per request. Nominate project manager for taking over all activities of facility in terms of **sec 13.4.a,b,c** of SARFAESI Act.
    - i. To nominate project manager for the facility for entire duration of physical possession.

Key responsibilities- Is to take care of overall management of the operations, to keep all financial accounts of the operations, arrange audit as per requirement of company's act, coordinate for operational financial requirements with all agencies like, existing operational and financial staff, PPA party, STATE DISCOM etc., ensure all compliances required for tax filings as required by borrower company. In the event of non-cooperation by existing staff, arrange own financial support staff as per requirement. To submit monthly and quarterly report of operational and financial status to authorized officer of IREDA.

- ii. Coordinate schedule for possession with IREDA AO, O&M agency, Security personnel and nominated official of borrower company. Also send prior information to other agencies like state DISCOM, GRID, PPA parties etc as applicable.
- iii. On day of possession, arrange for AO, arrange all requirements as per SARFAESI act, possession notice, detailed panchnama of hypothecated assets, prepare notice for any Un hypothecated assets are found. Arrange for publication of possession notice as per Sarfaesi Act .
- iv. Complete formalities with AO for possession, prepare a handover format for O&M agency to takeover operations of the facility indicating the status of operations.
- v. Complete Possession notices as per requirement of SARFAESI act, issue copies to all agencies, DISCOM, PPA party, Borrower etc.
- vi. Facilitate & Complete handover to O&M agency and manager of facility by AO.
- vii. Inform the new arrangement to all related parties PPA parties, DISCOM, etc of new communications address in name of Authorized officer and manager of facility.
- viii. To take care of overall financial accounts of the operations, arrange audit as per requirement of company's act, coordinate for operational financial requirements with all agencies like, existing operational and financial staff, PPA party, STATE DISCOM etc., ensure all compliances required for tax filings as required by borrower company. In the event of non-cooperation by existing staff, to arrange own financial support staff as per requirement. To submit monthly and quarterly report of operational and financial status to authorized officer of IREDA.
- ix. In the event security being enforced is collateral and the same is found to be occupied by tenants, then Enforcement agency shall also assist in arranging and servicing of the notice to tenant/occupants.

5. Upon receipt of order **(for non-operational/collateral sites)**, following actions to be taken
  - i. On day of possession, arrange for AO, arrange all requirements as per provisions of SARFAESI act, possession notice, detailed panchama of hypothecated assets, prepare notice for any Un hypothecated assets are found. Arrange for publication of possession notice as per Sarfaesi Act .
  - ii. Arrange security if requested, Complete formalities with AO for possession, prepare a handover format.



- iii. Complete Possession notices as per requirement of SARFAESI act, issue copies to all agencies, DISCOM, PPA party, Borrower etc.
- iv. In the event security being enforced is collateral and the same is found to be occupied by tenants, then Enforcement agency shall also assist in arranging and servicing of the notice to tenant/occupants.

**6. For direct handover of possession by borrower.**

- a. No action under S No 3 to be undertaken.
- b. Complete all activities as per SNo 4 for operational assets until completion of physical possession.
- c. Complete all activities as per SNo 5 for non-operational assets until completion of physical possession.

**7. Other general activities.**

- a. To complete all physical possession formalities for the respective site and submit all documentary details to Authorised officer as per SARFAESI Act requirement in form of report.
- b. To complete symbolic Possession for the respective site wherever required and submit all documentary details to Authorised officer as per SARFAESI Act.
- c. Provide coordination and assistance for further period of 3 months post possession in locations where operational status is active, so as to solve any teething problems in smooth functioning of the facility under physical possession.
- d. To conduct prepossession inspection of any additional assets if required and submit a report on status of the same to IREDA.
- e. To provide security services offer for the site taken under possession if requested as per RFP, for security guards and supervisor rates at applicable minimum wages for the respective state along with their security service charges.
- f. Assisting in Caveat filing service, if requested.

**8. Auction assistance Service:**

Following activities shall be required to be performed.

- a) To advertise/ arrange wider circulation of auction notices, arrange expression of interest from potential bidders as per bid terms; and to ensure e auction is successful as per detailed terms defined herein depending upon the auction type.
- b) Receipt of full successful bid amount by IREDA.
- c) Completion of sale, execution of documentation, including arrangement for legal opinion if required, and assisting IREDA Auth. Officer against any legal dispute on the sale and assisting in completion of sale documentation.
- d) In the event any round of auction is not successful no fee shall be payable.
- e) In the event any round of auction is not successful while bid validity of the offer of successful bidder remains, they shall be required to offer their services for subsequent auctions of the same asset until the expiry of the bid validity or successful auction whichever is earlier.

Bids shall be offered on basis of % of Success based fee , as % of successful auction bid realized subject to maximum fee of Rs 1000000/- ( Rs ten lakhs only).

**17. TERMS OF PAYMENT:** The payment terms for various activities are as under:

- a) Subject to satisfactory performance of the activities, Payment towards respective activities shall be made as per activity wise bid price.
- b) For payment to security agencies, following guidelines shall be followed.  
Payment to Security agency shall be made monthly. Security agency shall raise the invoices for services provided during the previous month and submit the consolidated bill to IREDA on monthly basis. IREDA after scrutiny will release the payments generally within 15-21 working days from the date of bill receipt under normal circumstances.
- c) Agency shall be required to submit the attendance sheet and records of EPF/ESI payment , statutory compliance etc along with bills for all security related services.
- d) Payment shall be eligible only after satisfactory completion of activities and submission of report regarding the same.
- e) In the event any sub activity is not completed, IREDA reserves the right to levy penalties as decided by the competent authority, including limited blacklisting the firm for further participation in any bids by IREDA.
- f) Auction Assistance: Payment shall be released on following milestones.
  - i. For regular e auction
    - a) E auction being conducted by IREDA is successful (at least 1 bidder participates by submission of EMD & 1 incremental bid): 15% of the LoA price/ maximum price as applicable.
    - b) Receipt of full successful bid amount by IREDA: 70% of the loA price/ maximum price as applicable.
    - c) Completion of sale, execution of documentation, including arrangement for legal counsel, and assisting IREDA Auth. Officer against any legal dispute on the sale.: 15% of the loa price/ maximum price as applicable.
  - ii. For Swiss e auction:
    - a) At least one incremental bid participation in E-auction being conducted by IREDA: 15% of the LoA price/ maximum price as applicable.
    - b) Receipt of full successful bid amount by IREDA: 70% of the LoA price/ maximum price as applicable.
    - c) Completion of sale, execution of documentation, including arrangement for legal counsel, and assisting IREDA Auth. Officer against any legal dispute on the sale: 15% of the LoA price/ maximum price as applicable.

**19. Quotation submission and Process of Selection:**

- a) All Interested Agencies will be required to submit their Project wise offers in **2 bids**, viz. " Technical bid" and" Price bid" in soft copy online in password protected **2 pdf files** via email with appropriate subject title as mentioned in this RFP to [tender@ireda.in](mailto:tender@ireda.in). For submission of bids for more than 1 project, bids through separate emails has to be submitted.
- b) The quotation (Technical Bid only) will be opened by an in-house bid opening committee after obtaining password from the bidder for their technical bid through phone/email.
- c) The Agency who satisfy the criteria will only be considered technically qualified and their financial proposals shall be opened online by the evaluation committee.
- d) Passwords for financial bid shall be obtained by bid evaluation committee on day of opening of proposals during virtual meeting and financial bids shall be opened in the presence of their representatives.

## **20. Notice for Termination of Contract:**

IREDA reserves the right to terminate contract as follows.

In the event the requirement of security services is completed prior to 1 year based on completion of recovery, IREDA reserves the right to terminate the contract for any services by giving the successful bidder two months' notice All such notices shall be in writing and signed by the authorised signatories. In case of any assignment other than security services, IREDA may terminate the contract by giving 1 month notice, in the event of termination of contract by IREDA, payments shall be payable as under.

Service of 13.4 notice –

No payment if activity is not completed.

Taking permission from DM for physical possession –

50% payment if application has been filed and at least 2 hearings have completed.

Full payment if permission has been received.

10% payment if application prepared and filed but no hearing has taken place.

Project Management Services –

Payment with two months' notice from date of serving notice.

Physical Possession –

No payment if activity is not completed.

Symbolic Possession –

No payment if activity is not completed.

Security services –

1 month notice based on sale of security / withdrawal of SARFAESI action.

Auction Assistance: - No payment if auction is not successful/ Swiss auction is not incremental bid is not successful, pro rate payment for auction completion as per details in Terms of Payment.

## **22. Use of Contract Documents and Information**

- a. The bidders shall not, without the IREDA's prior written consent, disclose the to anyone any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of IREDA in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- b. The bidder will treat as confidential all the data and information about IREDA, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of IREDA.

## **23. Subcontracts:**

The bidder shall not assign or sub-contract to others, in whole or in part, without submitting complete information to IREDA & prior permission. However, successful bidders' obligation to perform under the contract shall continue to be towards IREDA for security services and with IREDA's prior written consent.

## **24. Applicable laws:**

- a) The Contract shall be interpreted in accordance with the laws prevalent in India.

**b) COMPLIANCE WITH ALL APPLICABLE LAWS:** The bidders shall undertake to observe, adhere to, abide by, comply with and notify IREDA about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RfP and shall indemnify, keep indemnified, hold harmless, defend and protect IREDA and its employees/ officers/staff/personnel/ representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

## **25. Force majeure**

- I. If the performance as specified herein is prevented, restricted, delayed or interfered by reason of Acts of God including fire, explosion, earthquake, cyclone, floods, war, revolution, acts of public

enemies, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which aren't instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything herein before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided that the parties affected uses its best efforts to remove such cause of non-performance, delay or interference and when removed the party shall continue performance with utmost dispatch.

II. If a Force Majeure situation arises, the bidder shall promptly notify IREDA in writing of likelihood or actual existence /occurrence of such condition, the cause thereof and the change that is necessitated due to the conditions within 15 days of any such event noticed. Until and unless otherwise directed by IREDA in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **26. Resolution of Disputes:**

I. It will be IREDA's endeavour to resolve amicably any disputes or differences that may arise between IREDA and the bidder from misconstruing the meaning and operation of the RfP and the breach that may result.

II. In case of Dispute or difference arising between IREDA and the bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act,1996. The Arbitrators shall be-chosen by mutual discussion between IREDA and the bidder.

III. The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by IREDA or unless the matter is of such nature that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

IV. Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties concerned shall be English.

V. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

VI. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

VII. Any dispute between the bidder and IREDA, which cannot be settled by negotiation, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. The arbitration award shall be final and binding. The Bidder shall not be entitled to suspend the provision of the Services, pending resolution of any disputes and shall continue to render the Services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the bidder and IREDA or the subsistence of any arbitration or other proceedings.

## **27. Other Terms:**

a. The contract shall be governed by and construed in accordance with the laws of India and the Courts in New Delhi shall have the exclusive jurisdiction to try any suit, proceedings in connection therewith / in that behalf.

b. The bidders security guards engaged shall not allow any material in the custody of IREDA after physical possession is taken, to be taken out from the said premises unless authorised by a nominated officer(s) of IREDA under their signature. That it is reiterated and made clear that management, control of the security guards so provided shall be with the bidder and the said guards for all purposes shall be within the Disciplinary Authority of the bidder.

c. The bidder shall be solely responsible for all injury to the workmen and for all damages-caused to the building and other properties that may occur due to negligence, carelessness, accidental or any other reasons whatsoever. The bidder shall fully indemnify IREDA and hold IREDA harmless in respect of all and any such expenses arising from all such injury or damages to any person(s) or property as aforesaid and also in respect of any claim made in respect of injury or damage under any act of compensation damage consequent upon such claim.

d. shall strictly abide by the terms & conditions as stipulated in Contract Labour (Regulation and Abolition) Act, 1970 and rules framed thereunder, Minimum Wages Act, 1948 or any other relevant labour laws/statutes in force.

e. That the Security services offered by bidder shall implement and cover all the personnel employed by it-under the various industrial/labour laws, existing or amended from time to time, such as E.S.I.C., P.F., Bonus, Workmen's Compensation Act, etc. and shall also be responsible for any claim/damage

made by the personnel employed by it under this Agreement. The Security Agency shall maintain the musters, salary registers, leave registers, P.F. registers, etc., and shall also pay provident fund and the professional tax in time and file-returns in respect of all the employees employed under this contract and the Security Agency shall make available the same to the Bank/ IREDA every month.

f. The Security services providers shall also ensure that in case of any pilferage or theft of the IREDA possession material, during the pendency of this contract, it shall immediately inform to IREDA at contact address and through email means and ensure suitable remedial action including filing of complaint with law enforcement is initiated during the pendency of this contract.

g. All bidders are advised to thoroughly review the scope of work and requirements envisaged to be provided to IREDA with respect to details of assets provided and compliances under SARFAESI Act before submission of the proposal.

h. In case of any dispute/different of interpretation on provisions/terms and conditions of this RFP, decision of competent authority at IREDA shall be final in this regard.

I/We hereby declare that I/We have read and understood all the above instructions/conditions and the same shall remain binding upon me/us in case the Annual Security Contract is entrusted to me/us.

This letter will form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.

Date : \_\_\_\_\_

Signature and seal of the Agency,  
Name of Authorised official,  
Contact mobile number  
Authorised Email:  
Place:

**THE FORMAT FOR TECHNICAL BID  
(Format I)**

**Proposal for Enforcement Services under SARFAESI & AUCTION Assistance**

SI no.	Particulars	Details to be filled in by the Agency
1	Name and address of the agency, including email, contact numbers	
2	Nature of constitution of Agency (whether proprietary/ Company/partnership, furnish supporting documents)	
3	Year of Establishment	
4	Organisation profile	
5	Whether agency is a Micro/Small Enterprise (MSE)	Yes/No (attach proof)
6	Name of the Proprietor/Managing Partner/Director I) Telephone/Mobile No. II) Fax No./E-mail id	
7	Income Tax PAN No. (Enclose copy of PAN Card and latest income tax Return filed)	
8	GSTIN (Attach copy of Registration)	
9	Name and address of the Banks/ FIs where work experience is claimed	
10	Detailed description and value of work done (to be furnished in the format)	Yes/No
11	Details of Registration/empanelment with Banks/FIs/	
12	Financial information (a) Average Financial turnover during last 2 financial years (b) Whether the agency is in profit (PAT Positive) for all financial year during last 2 financial years.	..... lakh  Yes/No
13	Whether the applicant was blacklisted by any client/agency/ Bank/PSU/ Financial Institution	Yes/No If yes, please furnish details
14	If Proposal for Auction assistance services being submitted.	Yes/No
15	If Proposal for Security staff services being submitted.	Yes/No
We hereby authorize IREDA to contact the references, as per their requirement, cited in our technical bid/enclosures for obtaining the information in this regard. We agree to the terms and conditions as mentioned above; further we understand that our proposal may be liable to be rejected if acceptance of all terms and conditions is not submitted.		
Signature		
Name		
Contact number,		
Date		



Seal
Authorised Email:

**(Format II)**

**Particulars in respect of similar SARFAESI enforcement jobs/assignments in the completed last two years**

S No	Name of the service provided with address	Name and address of the client with contact numbers	Value of Loan towards which executed , in Rs.	Date of Award	Date of completion

Please enclose the copies of contract / agreement and completion certificate from the client (employer) for each of the contract.

**(Format III)**

**Details of empanelment with other banks/ financial institutions**

S No	Name and address of institution with contact No	Category / Type of work for which empanelled	Date of empanelment and validity	Details of certificate / letter from the Institution / Bank, etc. if any

Please enclose the copies of letter of empanelment of each organization

**(Format IV)**

**Format of Financial Information (Turnover / Profit & Loss, etc.) During last two years**

S No	Financial Year	Annual Turnover (in Rs. lakh)	Profit / Loss (in Rs. lakh)	Documents Enclosed as proof

Note: please enclose copy of Profit & Loss account and Balance Sheet duly audited / certified by CA.

**Format of Price Bid:****1. Enforcement Agency Proposal for << Name of the Project as per Annexure IV >> Separate Financial proposal to be submitted for each Project in Annexure IV**

(Bidders may note that financial proposal pdf file password shall not be mentioned in email. Password shall be sought by IREDA at time of opening of opening of financial bids.)

Prices shall be submitted for project wise activities in lumpsum in soft copy of pdf format password protected file to [tender@ireda.in](mailto:tender@ireda.in) id

Breakup of activity wise prices shall be sought post final selection of successful bidder.

	<b>Services prices as per Project wise for all items indicated in Annexure IV ( Project Name - .....)</b>	<b>Amount, Rs (Excluding taxes)</b>	<b>Payment Milestones</b>
1	Service of 13.4 notice & associated activities		Upon completion of activity
2	Pre-possession inspection report and all associated activities		Upon completion of activity
3	DM assistance – Following activities to be completed. (i) Drafting of Application for possession to DM (ii) Arranging legal counsel for representation and arguments on behalf of IREDA (iii) All other associated activities till issue of possession order.		Upon completion of activity
4	Symbolic Possession and all associated activities		Upon completion of activity
	Physical Possession and all associated activities		Upon completion of activity

\*IREDA shall reserve rights to negotiate with L1 bidder before taking decision on the notification of the successful bidder.

Financial bids are to be submitted in PDF form to tenders strictly with password protection in the above format for each of project/assets separately to [tender@ireda.in](mailto:tender@ireda.in) with subject title “ **Price BID FOR SARFAESI Activity NAME < PROJECT NAME>**”

Financial proposals shall be opened in presence of bidder’s representatives who have chosen to be present through online Microsoft teams’ session & bidders representative sharing the password online.

**UNDERTAKING:**

I / We are aware that all the payments shall be subject to applicable norms for TDS/GST, as applicable at the time of payment including under E-PUBLISHING guidelines.

I / We agree to abide by the terms & conditions stipulated by IREDA and mentioned in the in this RFP and the **Annexures** attached to it at the rates quoted above.

Date:

SIGNATURE  
Name of the authorised signatory & Seal of Agency

**Organization:**

**Authorised Signatory:**

**Name:**

**Designation:**

**Contact No:**

**Date:**

**2. Security Services Proposal for << Name of the Project as per Annexure IV >> Separate Financial proposal to be submitted for each Project in Annexure IV**

(Bidders may note that financial proposal pdf file password shall not be mentioned in email. Password shall be sought by IREDA at time of opening of opening of financial bids.)

Prices shall be submitted for project wise activities in lumpsum in soft copy of pdf format password protected file to [tender@ireda.in](mailto:tender@ireda.in) id

Breakup of activity wise prices shall be sought post final selection of successful bidder.

	<b>Services prices ( Project Name - .....)</b>	<b>Amount, Rs (Excluding taxes)</b>	<b>Payment Milestones</b>
	<p><b>a)</b> Security services fee offer ( as % over and above applicable minimum wages/ professional staff)</p> <p><b>b)</b> Applicable minimum wage for per supervisor and guard each.</p> <p>Please note that</p> <p>(i) hand over of the site with assets as per list shall be submitted by successful security agency authorised representative upon taking over and relieving from the security assignment as per format shared by IREDA.</p> <p>(ii) Rates quoted shall be fixed and subject to changes notified by govt authorities in applicable minimum wages for security</p>		As per RFP

\*IREDA shall reserve rights to negotiate with L1 bidder before taking decision on the notification of the successful bidder.

Financial bids are to be submitted in PDF form to tenders strictly with password protection in the above format for each of project/assets separately to [tender@ireda.in](mailto:tender@ireda.in) with subject title “ **Price BID FOR Security Services < PROJECT NAME>**”

Financial proposals shall be opened in presence of bidder’s representatives who have chosen to be present through online Microsoft teams’ session & bidders representative sharing the password online.

**UNDERTAKING:**

I / We are aware that all the payments shall be subject to applicable norms for TDS/GST, as applicable at the time of payment including under E-PUBLISHING guidelines.

I / We agree to abide by the terms & conditions stipulated by IREDA and mentioned in the in this RFP and the **Annexures** attached to it at the rates quoted above.

Date:

SIGNATURE

Name of the authorised signatory & Seal of Agency

**Organization:**

**Authorised Signatory:**

**Name:**

**Designation:**

**Contact No:**

**Date:**

**3. Auction Assistance Proposal for << Name of the Project as per Annexure IV >> Separate Financial proposal to be submitted for each Project in Annexure IV**

(Bidders may note that financial proposal pdf file password shall not be mentioned in email. Password shall be sought by IREDA at time of opening of opening of financial bids.)

Prices shall be submitted for project wise activities in lumpsum in soft copy of pdf format password protected file to [tender@ireda.in](mailto:tender@ireda.in) id  
Breakup of activity wise prices shall be sought post final selection of successful bidder.

	<b>Services prices ( Project Name - .....)</b>	<b>Amount, Rs (Excluding taxes)</b>	<b>Payment Milestones</b>
	<p>Auction Assistance Services Proposal Payment shall be as per milestones mentioned in the document and as applicable for the Asset. (In case value of realised price at a % approved for L1 bidder exceeds Rs 10,00000/- ( Rs Ten lakhs only) then maximum price of Rs 10,00000/- plus taxes shall only be payable.)</p> <p>For example, if L1 bidder is selected at 5% of successful auction price and successful auction price is Rs 5,00,00000/- then 5% = Rs 25,00000/- ; payable fee = Minimum of ( 5% of auction realized and Rs 10,00000/- i.e Rs 10 Lakhs shall be payable.</p>		<p>Success based fee , as % of price realized. Subject to maximum of Rs 1000000/-.</p>

\*IREDA shall reserve rights to negotiate with L1 bidder before taking decision on the notification of the successful bidder.

Financial bids are to be submitted in PDF form to tenders strictly with password protection in the above format for each of project/assets separately to [tender@ireda.in](mailto:tender@ireda.in) with subject title “ **Price BID FOR Auction Assistance < PROJECT NAME>**”

Financial proposals shall be opened in presence of bidder’s representatives who have chosen to be present through online Microsoft teams’ session & bidders representative sharing the password online.

**UNDERTAKING:**

I / We are aware that all the payments shall be subject to applicable norms for TDS/GST, as applicable at the time of payment including under E-PUBLISHING guidelines.

I / We agree to abide by the terms & conditions stipulated by IREDA and mentioned in the in this RFP and the **Annexures** attached to it at the rates quoted above.

Date:

SIGNATURE

Name of the authorised signatory & Seal of Agency

**Organization:**

**Authorised Signatory:**

**Name:**

**Designation:**

**Phone:**

**Email id:**

**Annexure III**

**FORMAT OF UNDERTAKING BY THE ENFORCEMENT AGENCY for Security Payments**  
**(to be submitted every month with the bill)- To be complied if selected.**

I, ..... S/o ..... Proprietor / Partner / Director  
of ..... do hereby declare and undertake as under:

That in the capacity of independent Labour Contractor for IREDA, I have complied with the provisions of all laws as applicable. I have paid the wages for the month of ..... which are not less than the minimum rates as applicable, to all security guards deployed at ..... and no other dues are payable to any one.

That I have covered all the eligible guards under Employees' Provident Funds and Miscellaneous Provisions Act and the Employees' State Insurance Act and deposited the contributions for the following months and as such no amount towards contributions whatsoever is payable.

I further declare and undertake that in case any liability pertaining to security guards services is brought to notice, and the same is to be discharged by IREDA due to my/our lapse, I/ we undertake to reimburse the same to IREDA. IREDA is also authorized to deduct the same from our payable dues as payable.

SECURITY AGENCY

Authorised Signatory  
Name of Agency

Seal \_\_\_\_\_

**ANNEXURE – IV- Scope of Work- Description of loan and assets**

<b>1</b>	<b>Particulars</b>	<b>Remarks</b>
	Name of Facility	<b>Marsol Solar Pvt Ltd</b> RangaReddi, Hyderabad , Telangana
	Loan Amount (Pr. Amount)	~ Rs 49.54 Lakhs
	No. of Assets	1
	Location :	Flat no 202, second floor, Residential complex, Satya Ishwar Mansion , Plot No 68,70/A, 75 & 776 in survey nos 238 ..... situated at Karthikeyanagar , Nacharam Village, Kapra Municipality, Uppal Mandal, Ranga Reddy , Andhra Pradesh
	Official Address:	RangaReddi, Hyderabad , Telangana
	Nature of Unit –	Residential unit
	Services Required	
		SARFAESI Enforcement
		Arrangement of security services offer
		Auction assistance services

<b>2</b>	<b>Particulars</b>	<b>Remarks</b>
	Name of Facility	<b>Kedarnath Sugar</b>
	Loan Amount (Pr. Amount)	~ Rs 19.6 Cr
	No. of Assets	2
	Location 1:	C.T.S. No. 22, S. No. 472/B, Final Plot No. 261, Building No. A, Flat No. A-3, Second Floor, Konark Enclave Co-op. Housing Society Ltd., Bund Garden Road, Pune Residential flat Late Mr. Vikramsingh Hindurao Aparadh Under Physical Possession of IREDA
	Location 2	C.S. No. 2113 K, Plot No. 19, “Pratiksha”, Nimbalkar Colony, “E” Ward, Kolhapur Land along with 2 storied Bungalow Plot admeasures 501.70 sq. mt. and on the said plot of land, an RCC Bungalow has been constructed. Smt. Rekhadevi Vikramsinh Aparadh Under Symbolic Possession of IREDA
	Nature of Unit –	Residential
	Services Required	
		Partial SARFAESI Enforcement – post symbolic possession
		Arrangement of security services offer
		Disposal process for unclaimed assets/ tenants
		Auction assistance services to arrange interested bidders for participation in auction

<b>3</b>	<b>Particulars</b>	<b>Remarks</b>
	Name of Facility	<b>Ganage Pressing - Project Assets</b>
	Loan Amount	~ Rs 69.26 Lakhs



	( Pr. Amount)	
	Location	Satara District , Maharastra
	Nature of Unit –	Wind Mills
	No. of Assets	1
	Services Required	
		Arrangement of security services offer
		Auction assistance services to arrange interested bidders for participation in auction

<b>4</b>	<b>Particulars</b>	<b>Remarks</b>
	Name of Facility	<b>Siri Ram Syal Hydro</b>
	Loan Amount	~ Rs 5.43 Crores
	No. of Assets	2
	Location :	(1)Piece and parcel of land being plot no 19, Block g , measuring 50 Sq Meters in residential colony – Greenwoods City situated in Village Jharsa, Tehsil and district – Gurgaon (2)Plot bearing No C -195, measuring 208 Sq m , in residential colony – Sushant lok – 1, Gurgaon Tehsil & Dist.
	Official Address:	M/s Siri Ram Syal Hydro Power Private Limited 267, Masjid Moth Uday Park (NDSE Part-II) - New Delhi-110049
	Nature of Unit –	Residential unit
	Services Required	
		SARFAESI enforcement Services
		Arrangement of security services offer
		Auction assistance services

<b>5</b>	<b>Particulars</b>	<b>Remarks</b>
	Name of Facility	<b>Suchand Powergen</b>
	No. of Assets	1
	Location :	<b>Andhra Pradesh</b>
	Nature of Unit –	Biomass Power Plant
	Services Required	
		Auction Assistance.
		Providing all assistance required in completion of post-sale formalities with successful bidder.

<b>6</b>	<b>Particulars</b>	<b>Remarks</b>
	Name of Facility	<b>Konark Power</b>
	No. of Assets	1
	Location :	Chatanpally , Farooqnagar , Mahbubnagar , <b>Andhra Pradesh/ Telangana</b>
	Nature of Unit –	Collateral land/plot
	Services Required	
		SARFAESI enforcement - Symbolic Possession & associated activities. Assisting in demarcation of site if required.
		Auction Assistance
		Providing all assistance required in completion of post-sale formalities with successful bidder.

<b>7</b>	<b>Particulars</b>	<b>Remarks</b>
	Name of Facility	<b>Southwest Hydro</b>
	No. of Assets	1
	Location :	Jubilee Hills , Hyderabad , <b>Telangana</b>
	Nature of Unit –	Collateral /residential flat -
	Services Required	
		SARFAESI enforcement activities.
		Sale formalities for symbolic possession site, Auction Assistance
		Providing all assistance required in completion of post-sale formalities with successful bidder.

<b>8</b>	<b>Particulars</b>	<b>Remarks</b>
	Name of Facility	<b>Saradambika Power Plant</b>
	No. of Assets	1
	Location :	Srikakulam, Andhra Pradesh/Telangana
	Nature of Unit –	Collateral
	Services Required	
		Demarcation assistance , if required.
		SARFAESI enforcement activities.
		Sale formalities for symbolic possession site, Auction Assistance
		Providing all assistance required in completion of post-sale formalities with successful bidder.

<b>9</b>	<b>Particulars</b>	<b>Remarks</b>
	Name of Facility	<b>Nido Energy</b>
	No. of Assets	1
	Location :	Mehboobnagar ,Telangana
	Nature of Unit –	Collateral
	Services Required	
		Demarcation assistance, if required.
		SARFAESI enforcement activities.
		Sale formalities for symbolic possession site, Auction Assistance
		Providing all assistance required in completion of post-sale formalities with successful bidder.

<b>10</b>	<b>Particulars</b>	<b>Remarks</b>
	Name of Facility	<b>Siva Renewable</b>
	No. of Assets	1
	Location :	Sangli , Maharastra
	Nature of Unit –	Wind Power
	Services Required	Auction Assistance

<b>11</b>	<b>Particulars</b>	<b>Remarks</b>
	Name of Facility	<b>Shri Ram Energy</b>
	No. of Assets	1
	Location :	Vijayawada, Andhra Pradesh
	Nature of Unit –	Project assets
	Services Required	Auction Assistance