

Limited Tender Enquiry for ‘Engagement of a Law Firm as Lenders Legal Counsel for IRFC for the project leasing of Rolling Stocks’ (other than MoR)

Indian Railway Finance Corporation Limited (IRFC or Company), a Government of India Undertaking, invites financial bids for “**Engagement of a Law Firm as Lenders Legal Counsel for IRFC for the project leasing of Rolling Stock**” (other than MoR).

I. About Indian Railway Finance Corporation

Indian Railway Finance Corporation Ltd. (IRFC) was incorporated on 12th December, 1986 as a Public Limited Company. IRFC is a Central Public Sector Undertaking under the administrative control of Ministry of Railways, Government of India. The Company has been registered with Reserve Bank of India as a Non-Banking Finance Company and has been classified as an Infrastructure Finance Company (NBFC-IFC). The Company is also a notified Public Financial Institution under the Companies Act. The Company is listed on NSE and BSE w.e.f. January 29, 2021.

IRFC is the dedicated market borrowing arm of the Indian Railways, Government of India Enterprise, under the Ministry of Railways (MoR) which was created to meet the Extra Budgetary Resources (EBR) requirements and augment the plan funding needs of Indian Railways. The Company finances acquisition of rolling stock assets along with providing funds for building infrastructure for Railways. The primary objective of IRFC is to meet the ‘Extra Budgetary Resources’ (EBR) of the Indian Railways through market borrowings at the most competitive rates.

II. Objective of the Tender

IRFC is looking for expansion of its lending portfolio and is planning to diversify and is open to support any sector that has got a backward and or a forward linkage with the Indian Railways.

Accordingly, IRFC wishes to engage a Law Firm having experience and proficiency in the scope of work (as detailed below) to act as IRFC’s Legal Counsel for documentation of a lease agreement and an MoU with another Central Public Sector Undertaking (CPSU), as part of diversification of its lending portfolio (apart from MoR) and in relevant applicable laws, including but not limited to commercial laws, corporate laws, banking laws, other statutes, Rules, regulations, Govt. Guidelines relating to lease financing.

IRFC (*Lessor*) has received an intent from a CPSU (*Lessee*) to get rakes (interchangeably used as Rolling stock) financed from IRFC on a Lease model under General Purpose Wagon Investment Scheme (GPWIS) of MoR. The GPWIS allows private firms to invest in

general purpose rakes for transporting commodities like coal, coke, ore and mineral and these rakes would not be counted as part of Indian Railways Pool.

III. Scope of Work

The LLC shall undertake the assignment on behalf of IRFC

A. Legal Due Diligence and drafting of MoU

- LLC shall carry out legal due diligence of the incorporation/ constitutional Documents and enabling provisions to enter into the lease agreement for both Lessor & Lessee
- Draft an Memorandum of Understanding (MoU) between IRFC and the concerned CPSU for the existing leasing proposals and other broad area of mutual co-operation for other financing/ leasing proposals in the future
- To examine all documents furnished by the CPSU as compliance of sanction terms issued by IRFC and to advise as to sufficiency of the same in terms of the extant laws of India

B. Drafting & Execution of Lease Agreement

- To draft, review, negotiate, finalize the Leasing Agreement and all other enabling documents/ agreements required to be executed in relation to this leasing arrangement
- Advising on applicable compliances and legal requirements under Indian Laws in relation to the leasing arrangement and underlying documents
- Anything that the firm deems necessary or appropriate or is mandated to perform by Lessor in connection with the services described above

IV. Format of Price Bid

Description	Lump-sum Price in INR & in Words
Legal services as per scope of work	

Note:

- i) All prices to be quoted in Indian rupees only

- ii) The quoted fee should be inclusive of all out-of-pocket expenses and any other incidental expenses.
- iii) The quoted fee should be exclusive of GST. All other taxes are to be borne by the bidder.
- iv) IRFC will not be required to pay and/or reimburse anything over and above the price quoted. Further, the bid price shall be deemed to be inclusive of all other charges required for satisfactory completion of work as per scope, timelines and terms & conditions etc. No escalation for any reason whatsoever shall apply over and above the bid price till completion of the assignment. However, the applicable Goods and Service Tax (GST) shall be payable over and above the quoted price at applicable rates on the date(s) of payment(s).
- v) The price is firm with no escalation till completion of the Assignment
- vi) We have completely read and understood the Bidding Document. The Financial Proposal submitted is unconditional and fulfils all the requirements of the Bidding Document.
- vii) We understand that financial bid with condition(s) or alternate price bid will be summarily rejected.
- viii) The offer is valid for a period of 120 days from the date of submission of Bid.
- ix) In case of discrepancy in offer price in figures and words, the offer price quoted in words shall prevail
- x) IRFC reserves the right to cancel the assignment at any point of time without giving any reason to the bidders/successful bidders. In case of cancellation of the assignment after appointment of the successful bidder and start of work, the fees shall be paid based on actual work performed subject to adequate backs up being provided by such party.
- xi) The fees shall be released in accordance with Terms of Payment (Section VII) as detailed below
- xii) No fees other than the fees mentioned in the above format by the successful bidder shall be paid in any form whatsoever.
- xiii) Payment of the fees to appointed parties shall be subject to all tax laws/TDS/deductions applicable in India.
- xiv) IRFC reserves the right to request PAN number, GST number and all other documents required to process the payments and effect the deposit of relevant taxes applicable on such services and activities.
- xv) In case of ambiguity regarding the assignment details or any other matter related to this limited tender, the interpretation of IRFC shall be final and binding on all the bidders.
- xvi) Participation in this RFP or invite to participate in this RfP doesn't give any right to the invitees against IRFC
- xvii) The financial bids shall be submitted in sealed envelopes in the format of price bid**
- xviii) The financial bid document submitted are to be signed with the seal of the firm**

xix) The bid response shall be submitted by 5 pm IST on 29th May , 2023 at IRFC the following address:

“Financial Bid for Engagement of a Law Firm as Lenders Legal Counsel for IRFC for the project leasing of Rolling Stocks” addressed to Mr. Sunil Kumar Goel, GGM (Finance), Indian Railway Finance Corporation Ltd. 3rd Floor, Hotel The Ashok, Diplomatic Enclave, 50-B Chanakyapuri, New Delhi – 110021

xx) Applications received through Fax or Email will not be considered. Any application received after the stipulated date and time, due to any reason whatsoever will be rejected.

xxi) IRFC shall not be responsible in case the response is not received **by 5 pm IST on 29th May, 2023**. In case of receipt of bids after the stipulated time as per the time stamp referred above, the bids shall be rejected upfront without assigning any cause.

xxii) By participating in this Limited Tender, all the bidders explicitly agree to all the terms and conditions mentioned herein and to be compliant with all laws applicable on corporations/CPSEs in India.

V. Terms of Payment

The LLC shall pay a lump sum professional fee, which shall be inclusive of all expenses such as tour, travel involved in process of documentation and creation of security for the loan, out of pocket expenses etc. for the whole assignment and professional fee and charges payable shall be released in following manner:

S. No.	Particulars as per Scope of Work	% of Lump Sum fee
a)	Drafting & Execution of MoU	30%
b)	Legal Due Diligence & Drafting of Lease and Other relevant documents	20%
c)	Execution of Lease Agreement & any other document/ agreement	50%