

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-06-2025 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-06-2025 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Railways Public Sector Undertakings
संगठन का नाम/Organisation Name	Indian Railway Finance Corporation Limited
कार्यालय का नाम/Office Name	New Delhi
क्रेता ईमेल/Buyer Email	admn@irfc.nic.in
वस्तु श्रेणी /Item Category	Hiring of Consultants - Milestone/Deliverable Based - Lenders Legal Counsel; Legal; No; Hybrid(As specified in scope of work)
अनुबंध अवधि /Contract Period	10 Month(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes

बिड विवरण/Bid Details	
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
-------------------	----

#### विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

#### एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

2. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

#### एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price Breakup Format - <1748432089.xlsx>

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Last 3 years average business revenue from consulting:NA

**Number of Consultants on payroll of firms:NA**

**Number of projects completed in India having similar scope & size of proposed project under hiring:NA**

**Scope Of work:**<1749014384.pdf>

**Profile of Consultants:**<1749014388.pdf>

**Payment Terms:**<1749014392.pdf>

**Hiring Of Consultants - Milestone/Deliverable Based - Lenders Legal Counsel; Legal; No; Hybrid(As Specified In Scope Of Work) ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Consulting Category/ Stream	Lenders Legal Counsel
Consultant's Profile	Legal
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
<b>एडऑन /Addon(s)</b>	

**इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details**

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

**अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Param Seniaray	110003,INDIAN RAILWAY FINANCE CORPORATION LTD UG FLOR, EAST TOWER , NBCC PLACE, BHISHAM PITAMAH MARG , PRAGATI VIHAR, LODHI ROAD, NEW DELHI	1	N/A

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस नियिदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**

# INDIAN RAILWAY FINANCE CORPORATION LTD

Ref No. IRFC/BD/GEM-Tender/2025-26/02

Date: 04.06.2025

## **Bid Invitation for 'Engagement of Lender's Legal Counsel (LLC) for IRFC in relation with refinancing of existing Term loan of Angul Sukinda Railway Limited (ASRL)'.**

Dear Madam/Sir,

IRFC invites bids for the appointment of Lender's Legal Counsel for providing legal services to IRFC in relation with refinancing of existing Term loans of ASRL of Rs 2539 crore from Category-A law firms empanelled with IRFC.

a)	Start Bid Date & Time	Notified on GEM portal
b)	Close Bid Date & Time	Notified on GEM portal
c)	Technical Bid Opening	After closing on BID End Date
d)	Financial Bid Opening	Only Technically Qualified Bidders will be evaluated as per IRFC Eligibility, Scope of Work & Signed Annexures Copy

### **Note:**

- 1) All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the GeM portal or IRFC website only.
- 2) The bidder shall bear all costs associated with the preparation, submission of bid, participation in bidding process including cost of registration at GeM portal, if any. IRFC in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

## Table of Contents

<b>Sr. No</b>	<b>Description</b>	<b>Page No.</b>
<b>Section-1: BID INVITATION</b>		
1.	Introduction	5
2.	Eligibility	5
3.	Scope of Work	5
4.	Terms of Payment	6
5.	Time Schedule	6
6.	Submission of Bids	7
7.	Opening & Evaluation of Technical and Financial Bids	7
8.	Validity of Bids	8
9.	Other Conditions	8
10.	General Terms	9
<b>Section-2: BID FORMS</b>		
1.	FORM-1	15
2.	FORM-2	16
3.	FORM-3	17
4.	FORM-4	18
5.	FORM-5	19
<b>Annexure-A</b>		20

<b>Engagement of Lender's Legal Counsel (LLC) for IRFC in relation with refinancing of existing Term loan of Angul Sukinda Railway Limited (ASRL)</b>		
Sl No	Particulars	
1	Contract Period  Note: From the date of issuance of Contract Order in GEM portal (or) as decided by IRFC from Time to Time	10 months in GEM portal But completion of Assignment will be as indicated in Scope of Work
2	Quantity	Scope & Supply of Service
3	BID offer Validity from BID End date	120 days
4	MSE Exemption for Years of Experience and Turnover	No
5	Startup Exemption for Years of Experience and Turnover	No
6	Documents required for seller  Note: To establish Turnover/Experience/MSE/Startup//if any etc., supporting documents need to be uploaded in GEM portal wherever necessary as deemed fit i.e., Onus rests on Bidders to provide supporting documents, for establishing the same. However, IRFC shall take suitable action wherever necessary as appropriate.	Yes
7	Type of BID	Two Packet BID
8	Evaluation Method	Total Value Wise Evaluation
9	Financial Document indicating Price Breakup required  Note: This Financial Break-up is for understanding of Buyer only and shall not be part of evaluation process. However, the PDF document uploaded by the bidder will be considered as part of the contract.	Yes
10	EMD	Nil
11	Security Deposit (or) ePBG from Successful Bidder (if awarded).	Nil
12	MII Compliance  Note: IRFC shall construe & proceed in GEM portal as MII compliant. However, Bidders are advised to follow MII rules from Time to Time and shall proceed in GEM portal accordingly.	Yes
13	<b>Annexures 1 to 5</b> Note: Please upload all Annexures in GEM portal.	Yes

**SECTION-1**  
**BID INVITATION**

## 1. Introduction

### 1.1 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.

### 1.2 Objective of Tender

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 project rupee term loan, 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 infrastructure financing and enforcement of Security.

In the above background, IRFC has sanctioned a Rupee Term Loan related to refinancing of existing term loan of Angul Sukinda Railway Limited (ASRL) of Rs 2,539 crore. Accordingly, IRFC intends to engage an agency as Lender's legal Counsel for carrying out Legal due diligence & Loan Documentation in re-financing the subject Project on the following terms and conditions ("Assignment"). The assignment pertains to a single project. Bidders are required to submit a single consolidated fee quote.

## 2. Eligibility

The firm should be empanelled (as on the date of tender) with IRFC as Category- A firm in its panel. The firm should be submitting the bid on its own and not in consortium with any other firms.

## 3. Scope of Work

- i) Examining the sanction letter issued by IRFC for the purpose of providing list of documents to be executed for the proposed transaction along with the applicable stamp duty;
- ii) Drafting, finalizing and negotiating the financing and security documents including Escrow/ TRA / POA / DSRA / Undertaking by borrower, as applicable in terms of the sanction letter and as required otherwise;
- iii) Drafting various corporate authorisations (i.e., resolutions) in terms of the Sanction Letter and as required otherwise;

- iv) To provide legal opinions on the issues relating to the financing/ security matters of the subject project;
- v) Visiting the site and attending meetings and conferences with IRFC and Borrower as and wherever required;
- vi) Conducting legal due diligence of project documents, including documentation related to the existing lender for the debt being refinanced, statutory clearances, and the Borrower's incorporation documents.
- vii) Issuance of pre-commitment conditions compliance report and pre-disbursement conditions compliance report and execution of all loan related documents.
- viii) Advising and supervising about filing of charge by Borrower with the concerned Registrars of Companies, CERSAI as applicable or any other related reports;
- ix) Furnishing final report on tenability, validity & enforceability of documents and perfection of charges and creation of securities etc.

The above scope of services is illustrative only and not exhaustive and it shall be the sole responsibility of the Lenders' Legal Counsel to render all the services required to fulfil the obligations broadly envisaged herein. **Salient Features of the Sanctioned terms are annexed as Annexure-A**

#### 4. Terms of Payment:

The Lender Legal counsel shall be paid a lump sum fee including all expenses etc. (excluding actual expense incurred for conducting searches on government portals on production of invoice) for the whole Assignment and the professional fee and charges payable shall be released in the following manner:

Milestone	Payment %	Description
Submission of Legal Due Diligence Report	30%	Submission of comprehensive due diligence report including red flags, approvals, key contracts, litigation, insurance, and regulatory compliance.
Submission of Draft Transaction Documents	40%	Drafting and submission of loan agreements, security documents, supporting agreements, CP checklist, etc.
Completion of transactions and submission of final deliverables	30%	Execution of documents, issuance of final legal opinion, final checklist, and full documentation binder

*Note: It may kindly be noted that no advance will be paid for the assignment and no other fees/charges shall be payable/admissible except the lump sum fee quoted under the bidding process and expenses allowed as stated hereinabove and accepted by IRFC.*

#### 5. Time Schedule:

The assignment is to be completed within a period of 30 days, in a time bound manner from the date of issuance of work order and the time may be further extended/reduced by IRFC.

IRFC shall have the right to terminate this arrangement at any time without assigning any reason and in that event payment of fees to the Lender Legal Counsel shall be made for the portion of the

Assignment already done at the sole discretion of IRFC. In case of any dispute, the decision of the Chairman and Managing Director of IRFC shall be final and binding.

## 6. Submission of Bid:

Bid shall consist of Two part, "Technical Bid" and "Financial Bid" and should be duly submitted online (Two Packet) using the GeM Portal before the due date and time.

### Note:

- a) The firm should be empanelled (as on the date of tender) with IRFC as Category- A firm in its panel.
- b) The Firm should agree to the entire scope of work and deliverables given above. No proposal for deviation / part scope of work will be considered.
- c) The "TECHNICAL BID" should contain the Form-1, Form-2, Form-3 and Form-4 duly filled and signed by authorized signatory and authority letter as per Form-2
- d) The "FINANCIAL Break-up Offer" should contain the price offer for the services as per format provided at Form-5 of Bid Document and the same may be filled-in at GEM portal platform logically.

## 7. Opening and Evaluation of Technical & Financial Bids

### a) Technical Bid Opening

The "Technical Bids" will be opened in online mode (GEM) after closing of BID end date.

### b) Technical Bid Evaluation

- a) The firm should be empanelled (as on the date of tender) with IRFC as Category- A firm in its panel.
- b) The bid must be complete containing the Form-1, Form-2, Form-3 and Form-4 duly filled and signed by authorized signatory and authority letter as per Form-2.

### c) Financial Bid Opening

The Financial Bid will be opened only for the technically qualified bidders on GeM portal.

### d) Financial Bid Evaluation

The assignment will be awarded to the bidder who has quoted lowest price (L1), in Indian Rupees, without condition(s) or alternate price bid but subject to Price justification or Negotiation with L1 (if any) or IRFC final decision keeping in view of GEM applicable rules or IRFC rules from time to time. Conditional Financial Bids will be rejected outrightly.

## 8. Validity of Bid:

Bidders shall keep their bids valid up to 120 (One Hundred Twenty) days from the date of opening of the Financial Bid. The bidder may be required to further extend the validity of Bid as per the requirement of IRFC.

## 9. Other conditions:

- a) The bidder shall submit the Offer as per the IRFC bid format & same may be filled in the GeM portal of lump sum professional fees to be charged by the Lender Legal Counsel (inclusive of all expenses) to render services as per the terms and conditions under this Assignment.
- b) IRFC shall have the sole discretion to reject any/or all the bids received or annul the entire bidding process at any time without assigning any reason, until and unless a formal letter of engagement is issued to the successful bidder (and the same is duly accepted by the counter party) to perform the instant Assignment.
- c) The financial proposal with condition(s) or alternate price bid will be summarily rejected.
- d) Lender's Legal Counsel shall maintain strict confidentiality about the affairs of IRFC and shall not disclose any information about IRFC to any outside person.
- e) All claims shall be raised by the LLC as per the terms of payment after being due, and would be accepted for payment based on satisfactory progress and quality of work at the sole discretion of the Competent Authority of IRFC.
- f) In case there is a delay by the LLC in accomplishing the work which in the opinion of IRFC is attributable to the LLC, IRFC reserves the right to get such specific work(s) done through any other firm(s) at the risk and cost of the LLC for timely completion of the work.
- g) The LLC shall keep IRFC, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by IRFC or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the selected LLC, or its personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance.
- h) IRFC reserves the right to ask for additional document/information at any stage of bidding and evaluation.
  - i) Earnest Money deposit is not applicable in this tender
  - j) Security Deposit / ePBG for Performance Security is not applicable in this tender

## 10. General Terms:

1. Tenders are not transferable. The IRFC reserves the right to reject any or all of the tenders in part or full at his sole discretion without assigning any reasons.
2. A prospective bidder requiring any clarification of the bidding documents shall contact the IRFC in writing at the e-mail address of [bdirfc@irfc.co.in](mailto:bdirfc@irfc.co.in) [PROCUREMENTCELL@IRFC.CO.IN](mailto:PROCUREMENTCELL@IRFC.CO.IN)
3. The empaneled parties interested in responding to this Tender must submit their bids online using GeM portal in the prescribed formats along with all necessary documents and information requested herein.
4. Bids against this Tender shall be received only electronically through the GeM Portal. No bids shall be accepted in hard copy or in any other form.
5. Shortfall of Documents: During Evaluation process in GEM portal, keeping in view of less participations (pool of Bidders in Bidding process) & for getting reasonable competitive bid prices, Buyer (IRFC) will seek shortfall of documents in GEM portal wherever necessary for meeting competitive participation & enough opportunity need to be given more, till the objectives of IRFC requirement are met. In the event of large number of participants (bidders), IRFC may or may not seek documents as deemed fit and final decision rests with IRFC.
6. In case of ambiguity between IRFC clause & GEM Clauses, Bidder shall seek clarification from IRFC wherever necessary and IRFC instructions shall prevail as deemed fit from time to time. Whereas, ambiguity between IRFC clause & GEM Clauses, Buyer (IRFC) will take suitable action as appropriate wherever applicable, keeping in view of clarification/justification/shortfall of documents etc., as appropriate.
7. Conditional bids/offers will summarily be rejected. Also, the bids which are not conforming to terms and conditions of the bid document are liable for rejection out rightly. But IRFC will take necessary steps for better participation (bidders) by seeking clarification or seeking shortfall of documents wherever necessary and shall take appropriate steps in meeting objective of getting competitive prices from Bidders.
8. IRFC does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bid without assigning any reason.
9. Even though the applicants may meet the above criteria, they are subject to be disqualified if they have the following, but subject to IRFC discretion for meeting large participations & getting competitive price bid:
  - i. Made misleading or false representation in the form, statement, documents and attachments submitted, or
  - ii. Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc., or
  - iii. Found to have been blacklisted in any work assigned by the department earlier which was not completed within the prescribed period, or

iv. Conditional bidder or Telegraphic bidder or Bidder containing remarks uncalled for or Bidder not submitted on prescribed Performa or Bidder submitted late shall be rejected.

Note: Final decision shall vest with IRFC and binding on all. IRFC shall take suitable steps by giving better opportunity to bidders in GEM portal and meeting objective of tendering process.

10. No advance payment will be made to the successful Bidder.
11. Corrigendum/Addendum to this Tender, if any, will be published on website (IRFC or GeM) only. The bidders are advised to study tender conditions of this assignment and make themselves conversant with their contents as these shall govern the assignment and shall form an integral part thereof.
12. Bidders who are qualifying with all the eligibility criteria mentioned above only are eligible to participate in the bid.
13. If Bidder or any of its partner/s or any subsidiary, who have been debarred by IRFC/Railways/CPSU dept/ Govt of India, shall also be debarred from participating in the future projects of IRFC and shall not be eligible to participate in this tender, during the period of such debarment.
14. IRFC reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages that the bidder may incur in the process. The Bids can be rejected without assigning any reason.
15. IRFC is however not bound to accept any tender or to assign any reason for non-acceptance. IRFC reserves its right to accept the bid either in full or in part. Conditional, erroneous and incomplete Bids will be rejected out rightly subject to IRFC decision on case-to-case basis, for meeting objective of tendering process & competitive bidding price.
16. IRFC may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Final decision shall vest with IRFC.
17. Wrong information by Bidder: If the Bidder/s deliberately give/s wrong information in their tender, create/s circumstances for the acceptance of their tender, IRFC reserves the right to reject such tender at any stage and the bidder shall be debarred from taking part in future project for a period of three years.
18. Submission of tender implies that he/they has/have made himself/themselves aware of scope of work to be done, and generally all necessary information as to the risks/contingencies and other circumstances which may influence their costs and no extra charges consequent on any misunderstanding/misconception shall be allowed. Buyer shall construe that Bidders has accepted all terms & conditions of tender by submission & participation in bidding process.
19. The Bidder/s shall submit an analysis of rates if called upon to do so to ascertain the reasonableness of the rates, if required through Price Justification/Negotiation with L1

etc., in GEM portal wherever necessary. In the event of the final LI prices are not reasonable / acceptable to IRFC, IRFC may resort to negotiate/ seek justification / seek clarification with L1 or refloat or closure of the tender.

20. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
21. Indemnity: Further, by submitting the documents for Tender forms, the firm agree to indemnify IRFC for any of the consequences arising out of non-availability of any of the requisite permissions/ licenses / insurances / any other statutory permission whatsoever required for carrying out this work. Also, by submitting this bid, the firm indemnifies IRFC for any of the consequences arising out of non- compliance of any of the conditions laid by the statute for agency or their representatives/ officials in carrying out this work.
22. IRFC reserves the right to verify/confirm all original documentary evidence as submitted by bidders in support of above-mentioned clauses of eligibility criteria. However, IRFC may seek clarification on GeM portal wherever applicable as deemed fit.
23. Dispute Redressal Mechanism:
  - a. In case of Any dispute, differences or controversy of whatsoever nature between the parties however arising under or in relation to this contract, the dispute shall in the first instance be attempted to be resolved amicably through discussions / negotiations/ between the authorized officers of the parties.
  - b. IRFC shall decide the course of Action for proceeding the redressal mechanism as per applicable rules prevailing from time to time in the interest of the company (IRFC) & towards resolving the said matter, Competent Authority (IRFC) decision shall be final & binding in all circumstances on the said matter from time to time.
24. Exclusion of liability: - IRFC shall not be liable to the firm for any loss or liability arising out for in connection with the performance of the above services for loss, revenues, business, anticipatory savings or profits or any indirect or consequential loss howsoever arising.
25. Force Majeure: - Neither party shall be held liable for failure to perform its obligations under this contract if such failure to perform its obligations is prevented, hindered or delayed by a Force Majeure, event or circumstance (whether of the kind described herein or otherwise).

Force Majeure shall include, but not limited to war, insurrection, restraint imposed by the government, act of legislature or other authority, explosion, strike, accident, riot, lockout, act of public enemy, act of God, sabotage, pandemic etc which is beyond the reasonable control, of a party and which make a party's performance of its obligations under the contract impossible or so impractical as to be considered impossible or so impractical as to be considered impossible under the circumstances.

If either party becomes aware of any circumstances of force majeure which give rise to any such failure or delay, or which appear likely to do so, that party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall

inform the other party of the period for which it estimates that the failure or delay will continue.

Neither party shall be held liable in respect of any breach of the terms and conditions due to any event or circumstances beyond its reasonable control.

26. **Liability and Indemnity:-** The firm agrees to defend, indemnify and hold harmless IRFC and their respective officers, directors, employees and agents (collectively the "Indemnified persons") and its associated companies from and against any and all claims, actions, damages, expenses, costs (including legal costs) and other liabilities actually incurred by the indemnified parties arising as a result of any negligence, breach of contract, or any other wrongful act or default on the part of the consultant, its employees, agents, representatives or contractors, including prosecution under any legislation.
27. In the event of defaults mentioned hereunder, IRFC may issue a notice of 15 days to the bidder to remedy or make good such breach and in spite of such notice in writing, the bidder fails to remedy the breach, it shall be lawful for the IRFC to terminate the contract. The decision of IRFC shall be final and binding on the bidder.
  - a. Breach of any of the terms or conditions or obligation of Contract on part of bidder/ his employees/ agents.
  - b. The IRFC at their discretion may call for any record to satisfy themselves regarding service provided to the IRFC. Bidder shall provide every help/document related to the IRFC, failing which it may amount to breach of condition of the contract.
  - c. The bidder being adjudged bankrupt/insolvent.
  - d. Repudiation of agreement by bidder or otherwise evidence of intention not to be bound by the agreement.
  - e. Persistent closure of business by bidder for consecutive 45 days or more in any business year.
  - f. Failure to adhere to any of the due dates for service specified by in the contract.
28. The IRFC shall be entitled to terminate the contract forthwith without any notice in case of serious and repeated defaults by bidder.
29. **MII Compliance:** IRFC shall construe & proceed in GEM portal as MII compliant. However, Bidders are advised to follow MII rules from time to time and shall proceed in GEM portal accordingly.
30. Any penalty/interest/fee/tax etc., levied on IRFC on account of any regulatory/statutory non- compliances for reasons/delay/negligence attributable to bidder, the same shall be recoverable from appointed successful Bidder and be recoverable from amount payable in this contract/assignment or any other contract/assignment of Bidder with the company. It is the responsibility of successful Bidder, to always protect the interest of IRFC & its Official i.e., compliance of all applicable laws and regulations by successful Bidder.
31. The financial breakup uploaded by the bidder shall be construed as clarification of buyer only but shall not be considered as evaluation part. Hence, uploading of financial breakup at technical stage does not amount to rejection. However, price bid format shall be part of Contract.

32. Jurisdiction: The courts of New Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of this assignment.

Encl.: As above

## **SECTION-2**

### **BID FORMS**

**FORM - 1: UNDERTAKING**  
**(ON THE LETTER HEAD OF THE FIRM)**

**To**

**IRFC**

**New Delhi**

**Sub: Bid Invitation for 'Engagement of a Law Firm as Lender's Legal Counsel (LLC) for IRFC to assist in refinancing of existing Term loans of Angul Sukinda Railway Limited (ASRL)'**

**1. I/We hereby confirm that I/we are empanelled as Category-A firm (as on the date of tender) with IRFC in its panel.**

**2. I/We hereby undertake that I/we have examined/perused, studied and understood the tender no. \_\_\_\_\_ dated \_\_\_\_\_ and any corrigendum/addendum/clarification etc. completely and have submitted my/our bid in pursuance to the said documents.**

**3. I/We hereby undertake that I/We understand that the Scope of Work and requirement of this tender is indicative only and not exhaustive in any manner.**

**4. I/We hereby undertake that we shall comply with the scope of work and requirements and tender terms and conditions completely and there are no deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.**

**5. I/We hereby declare that our company/organisation has not been black listed, debarred, banned or disqualified by any Government or any government agencies including PSUs during a period of last five years.**

**6. I/We hereby affirm that our bid is valid for the period including the deemed period as specified in the tender document.**

**7. I/We certify that all the information provided in our bid is true. We understand that any wilful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract.**

Signature of Authorised Signatory:

Name of the Signatory:

Date:

Place:

Company Name & Seal:

**FORM - 2: AUTHORISATION LETTER**  
**(ON THE LETTER HEAD OF THE FIRM)**

I, \_\_\_\_\_ certify that I am \_\_\_\_\_ of the Firm, organized under the laws of \_\_\_\_\_ and that \_\_\_\_\_ who signed the above proposal is authorized to bind the Firm by authority of its governing body.

Signature:

Full Name:

Address:

(Seal)

**FORM-3**  
**(ON THE LETTER HEAD OF THE FIRM)**

**To**

**IRFC**

**New Delhi**

Sir

I/we hereby provide & attach the following copy of requisite documents, as compliance.

- a) MSME (if applicable)
- b) GST
- c) PAN Number
- d) Bank Details of Firm (Account Number, Bank name, Branch, IFSC etc.)

Signature of Authorized Signatory:

Name of the Signatory:

Date:

Place:

Firm's Name& Seal

**FORM-4 Letter of Undertaking**  
**(ON THE LETTER HEAD OF THE FIRM)**

Date: -

To,

IRFC

New Delhi

Subject: Letter of Undertaking for not been convicted by a Court of Law & Bar council of India etc.

Ref: Tender No. IRFC/ECB/GEM/2025-26/

Dear Sir,

This is with reference to the tender named as “Engagement of Lender’s Legal Counsel (LLC) for IRFC in relation with refinancing of existing Term loan of Angul Sukinda Railway Limited (ASRL)” in GeM portal, for IRFC, New Delhi. We <Name of the Bidder> hereby confirm that we have not been convicted by a Court of Law or Bar council of India or indicted by a regulatory authority for a grave offence against it. It is further confirmed that we have not been blacklisted due to default in performance of contract for any purposes and there is no investigation pending against it or the Principal Officers/Partners.

Authorized Signatory (Seal & Stamp)

For (Name of the Bidder Company)

**FORM-5: PRICE Break-up Format**  
**(On Firm's Letter Head)**

<b>Description</b>	<b>Lump-sum Price (INR) &amp; in Words</b>
Legal services as per scope of work	
<b>Total</b>	

**Note:**

- i) All prices to be quoted in Indian rupees only.
- ii) 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.
- iii) We have completely read and understood the Bidding Document. The Financial Proposal submitted is unconditional and fulfils all the requirements of the Bidding Document.
- iv) We understand that financial bid with condition(s) or alternate price bid will be summarily rejected.
- v) The offer is valid for a period of 120 days from the date of submission of Bid.
- vi) In case of discrepancy in offer price in figures and words, the offer price quoted in words shall prevail.
- vii) 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.
- viii) The fees shall be released in accordance with Terms of Payment (Section 4) as detailed above
- ix) Payment of the fees to appointed party shall be subject to all tax laws/deductions applicable in India.

Signature of Authorised Signatory:

Name of the Signatory:

Date:

Place:

Company Name & Seal:

**Annexure A**  
**Salient Features of Sanctioned Terms**

<b>Name of the Borrower</b>	Angul Sukinda Railway Limited (ASRL)
<b>Nature of Facility</b>	Rupee Term Loan
<b>Amount</b>	Rs. 2539.00 Crore (Rupees Two Thousand Five Hundred and Thirty-Nine Crore only)
<b>Purpose</b>	To Refinance existing debt of Rs.2539 crore.
<b>Door to Door Tenor</b>	13 Years
<b>Moratorium</b>	1 year from date of disbursement
<b>Repayment</b>	Sculpted quarterly repayments over 12 years (48 Quarterly installments)
<b>Security</b>	<p>i) The Facility will be secured by creating first charge on the following security in favor of the IRFC.</p> <p>a) A first charge on all borrowers' receivables and bank accounts including without limitation, the TRA/Escrow Account and each of the other account(s) required to be maintained/created by the borrower under any project document financing or contract.</p> <p>b) Assignment of rights, interest and obligations of the concessionaire in favor of the IRFC, to the extent covered by and in accordance with the concession agreement.</p> <p>c) Mortgages/pledges/hypothecation of all present and future moveable goods/assets other than project assets permitted in the concession agreement.</p> <p>d) A first charge on all intangible assets of the company including but not limited to the goodwill undertaking and uncalled capital of the borrow other than project assets as permitted in the concession Agreement.</p> <p>ii) The Borrower shall establish a suitable payment security mechanism in the form of Trust &amp; Retention Agreement / Escrow Account which shall be opened in the designated bank to ensure all cash flows of the equity and Project are routed through the account and the utilization of funds from the account shall be mandated by the Borrower in consultation with IRFC. IRFC shall have access to the TRA/Escrow bank statement during the tenor of loan.</p> <p>iii) The Account shall also maintain DSRA equivalent to one quarter principal and interest payment obligation to meet debt service requirement. The said reserve shall be utilized only for the purpose of meeting any shortfall in the borrower's cash accruals in respect of the borrower's RTL obligations. Such reserve is required to be maintained throughout the RTL tenor.</p>