



LIMITED TENDER NOTICE: IRFC/SEC/ E-VOTING /2024
(GeM Non-Availability Report (GAR) ID: GEM/GARPTS/18042024/IPV6ISWUXQE6)

Invitation for Bid

For

**Appointment of agency for providing E-voting services for general meetings/
postal ballot & VC/OAVM facility for General Meeting(s) for the calendar year
2024**

Date of Release of Tender	27th May 2024
Last Date for Submission of Bid	10th June 2024 upto 15.00 Hours (IST)
Date & Place of Opening of Bid	Limited Tender Two Bid System i.e. Technical & Financial Bids Technical Bids shall be opened on 10th June 2024 at 15.30 Hours (IST) at IRFC Regd. office. Financial bid opening only the bidder qualifying the technical criteria shall be eligible and would be notified through IRFC website https://irfc.co.in , after completion of technical evaluation.

**Regd. Office: UG Floor, East Tower, NBCC Place, Bhisam Pitamah Marg,
Pragati Vihar, Lodhi Road, New Delhi- 110003**

Tel: 011-24361480

CIN: - L65910DL1986GOI026363

Website: <https://irfc.co.in/>



**Indian Railway Finance Corporation Limited
(A Government of India Undertaking)
CIN: L65910DL1986GOI026363**

**Regd. Office: UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg,
Pragati Vihar, Lodhi Road, New Delhi – 110003
Email: investors@irfc.co.in; Tel: 011- 24361480**

IRFC/SEC/ E-VOTING /2024

27th May 2024

Sub.: Notice for Appointment of agency for providing E-voting services for general meetings/ postal ballot & VC/OAVM facility for General Meeting(s) for the calendar year 2024 by calling bids

Dear Sir/ Madam,

Indian Railway Finance Corporation Limited (IRFC) invites bids for **Appointment of agency for providing E-voting services for general meetings/ postal ballot & VC/OAVM facility for General Meeting(s) for the calendar year 2024** in hard copy sealed envelope in prescribed forms.

The agency has to submit the Bid and complete set of documents mentioned in the attached notice duly signed and stamped on each page through a forwarding letter.

IRFC may issue addendum(s)/corrigendum(s) to the notice documents. In such case, the addendum(s)/ corrigendum(s) shall be issued at least two days in advance of date fixed for opening of Bid. Such addendum(s)/ corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with original notice. Bid submitted without addendum(s)/ corrigendum(s) (if any) shall be summarily rejected.

Complete application along with documents as mentioned in Tender Document has to deposited in hard copy sealed envelope in the Tender Box available at wing 'A' of IRFC at its registered office on or before the last date of submission of bid i.e., on or before 15.00 hours of 10th June, 2024. Tender document can be downloaded from the IRFC website at <https://irfc.co.in/>. The technical bid shall be opened at 15.30 hours on the same day. For Financial bid opening only the bidder qualifying the technical criteria shall be eligible and would be notified through IRFC website <https://irfc.co.in> after completion of technical evaluation. Any Bid received later than the time and date as mentioned in Tender Document or in any other form / mode shall not be considered. Documents shall be submitted as per the instructions forming a part of the Notice document.

IRFC reserves the right to accept or reject any or all the bids and/ or to request additional documents or clarification from applicants at any stage or to cancel the process entirely at its sole discretion without assigning any reason whatsoever.

It may be noted that the agencies are liable to be disqualified at any time during the process in case any of the information furnished by them is not found to be true. The decision of IRFC in this regard shall be final and binding.

The transfer of notice documents issued in the name of the agency to another is not admissible.

Thanking you,

For Indian Railway Finance Corporation Limited

Sd/-

Vijay Shirode

Company Secretary

Encl.: Limited Tender Notice

TENDER INFORMATION

Tender Reference No.	IRFC/SEC/ E-VOTING /2024
GeM Availability Report and Past Transaction Summary Report ID:	GEM/GARPTS/18042024/IPV6ISWUXQE6
Work Item Title/ Description	Appointment of agency for providing E-voting services for general meetings/ postal ballot & VC/OAVM facility for General Meeting(s) for the calendar year 2024
Mode of Tendering	Limited Tender Two Bid System i.e. Technical & Financial Bids
Tender Release Date	27 th May 2024
Last Bid Submission date	10th June 2024 upto 15.00 Hours (IST)
Date of Opening of Bid	Two Bid System i.e. Technical & Financial Bids Technical Bids shall be opened on 10 th June 2024 at 15.30 Hours (IST) at IRFC office. Financial bid opening only the bidder qualifying the technical criteria shall be eligible and would be notified through IRFC website https://irfc.co.in , after completion of technical evaluation.
Estimated cost of the Tender	Rs. 2,25,000/- (Two Lakh Twenty Five Thousand) [Except GST]
Location of Submission/ Opening of Proposals, as applicable	Indian Railway Finance Corporation Ltd. UG Floor, East Tower, NBCC Place, Bhasham Pitamah Marg, Pragati Vihar, Lodhi Road, New Delhi - 110003 Contact No: 011- 24361480
Tender Category	Service
Earnest Money Deposit	Not applicable
Bid Validity days	90 days from Bid Opening Date
Duration of Assignment	Calendar year 2024 (Extendable for another 2 more years on same terms and conditions at discretion of IRFC)
Address of Correspondence/ for Bid Submission:	Jt. GM (Law & Company Secretary) Indian Railway Finance Corporation Ltd. UG Floor, East Tower, NBCC Place, Bhasham Pitamah Marg, Pragati Vihar, Lodhi Road, New Delhi - 110003 Contact No: 011- 24361480 Email: investors@irfc.co.in



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IRFC/SEC/ E-VOTING /2024

27th May 2024

Sub: Notice for Appointment of agency for providing E-voting services for general meetings/ postal ballot & VC/OAVM facility for General Meeting(s) for the calendar year 2024 by calling Bids

Indian Railway Finance Corporation Limited (IRFC) invites Bids in physical/hard copy in the prescribed format to provide **E-voting services for general meetings/ postal ballot & VC/OAVM facility for General Meeting(s) for the calendar year 2024**

I. BRIEF ABOUT IRFC:

IRFC was set up on 12th December 1986 as the dedicated financing arm of the Indian Railways for mobilizing funds from domestic as well as overseas Capital Markets and listed at BSE and NSE. As on 31.03.2024, the Company has 45,26,341 equity shareholders.

IRFC is a Schedule 'A' Public Sector Enterprise under the administrative control of the Ministry of Railways, Govt. of India. It is also registered as Systemically Important Non-Deposit taking Non-Banking Financial Company (NBFC – ND-SI) and Infrastructure Finance Company (NBFC- IFC) with Reserve Bank of India (RBI).

The primary objective of IRFC is to meet the predominant portion of 'Extra Budgetary Resources' (EBR) requirement of the Indian Railways through market borrowings at the most competitive rates and terms. The Company's principal business therefore is to borrow funds from the financial markets to finance the acquisition / creation of assets which are then leased out to the Indian Railways.

IRFC being a listed entity, is required to convene a general meeting(s) or conduct postal ballot, from time to time, for seeking approval of shareholders for various purposes as per statutory provisions. Further, in terms of provisions of the Companies Act, 2013, Rules thereunder and Regulation 44 of SEBI (LODR) Regulations, 2015, IRFC is required to provide its shareholders with remote e-voting facility to enable them to cast their votes electronically in respect of resolutions proposed to be passed at general meetings or through postal ballots.

In view of Covid- 19 pandemic, Ministry of Corporate Affairs ("MCA") has allowed companies to conduct their Annual/Extra-ordinary General Meetings by providing two-way video conferencing (VC) or other audio-visual means (OAVM) or conduct postal ballot by following prescribed norms.

In view of the above, agency to be appointed for providing remote e-voting facility for general meetings/ postal ballot, one-way live webcast or two-way webex /video conferencing facility (VC/OAVM) as the case may be, for upcoming general meeting(s) and other allied services in connection with conduct of general meetings/ postal ballots.

II. **SCOPE OF WORK**

The scope of work is produced below:

I	General Meeting through VC/OAVM
1	Processing of shareholders' database as on cut-off date
2	Assistance/uploading of register of members on e-voting portal
3	Sending of notices along with annual reports (in case of AGM only), user ID & passwords through e-mails to the shareholders whose e-mail IDs are registered and also to incremental shareholders (i.e. those who become shareholders after sending of e-mails till cut-off date)
4	Link creation for shareholders, Directors, Speaker Shareholders and Participants
5	Pre-event dry run and testing.
6	Live Technical Support
7	Operator Assistance
8	Provide Attendance module for quorum and other compliance purpose.
9	Integrated platform for e-voting and VC/OAVM two-way conferencing facility (without participation in AGM, e-voting will be restricted).
10	Members will be allowed to participate through their secured login.
11	Live webcast of the proceedings of the annual general meetings
12	Recording of event
13	Details of members participating in meeting can be viewed by moderator on real time basis.
14	Question box option for shareholders for posing questions
15	Fully Managed Service
16	View-Gallery option for Senior Management
17	Provision for speaker shareholders
18	E-voting link at VC screen
19	FAQ tab option at VC screen
20	Provision to display name and designation of Directors and Company Secretary.
21	Video layout is customized
22	Freezing of Chairman window in webcast.
23	Customized company branding and hold screen
24	Site certification for each Management Participants
25	Jingle/Corporate Video will be played during waiting time before start of the AGM
26	Transcript
27	Manual Support as and when required / Deputation of person at the General Meeting Venue/IRFC Office

II	Remote E-voting Services for General Meeting/ Postal Ballot
1	Remote E - voting facility
2	E-voting facility to enable voting on resolutions during/after the General Meeting
3	Facility to enable the shareholders to generate passwords/OTPs
4	Email communication to shareholders.
5	Sending of notices, user ID & passwords through e-mails to the shareholders whose e-mail IDs are registered and also to incremental shareholders (i.e. those who become shareholders after sending of e-mails till cut-off date)
6	Download of report to the scrutinizer
7	OTP Based login to shareholders
8	SMS alert to shareholders for voting done
9	Display of voting status in shareholders login
10	Voting results in statutorily prescribed format
11	Space for inspection documents in shareholder login (during the live General Meeting)
12	Helpdesk/Assistance to shareholders on their queries, if any etc.

Any other activities/services relating to fulfilment of statutory compliances as may be applicable at present or in future, in respect of any of the related activities mentioned in the scope of work.

III. SCHEDULE OF FEES AND CHARGES:

1. The fee for the services has to be quoted as per the format given at **Annexure “Financial Quotation/ Bid”** All the pages of the quotes attached have to be signed and sealed by the authorized person. Cost should include entire cost.
2. Price quoted should be firm during the entire duration of the contract.
3. Price to be filled in strictly in the proforma of “Financial Quotation/Bid” enclosed as per prescribed Annexure. No change in proforma is allowed.
4. While quoting the fee, it shall be ensured that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the rate mentioned in the words shall be taken as final and binding.
5. Fee to be quoted without any conditions or sub criteria.

IV. TERMS AND CONDITIONS:

1. **As per rule 20 of The Companies (Management & Administration Rules), 2014 the entity must hold (i) valid approval of the Ministry of Corporate Affairs (MCA) to act as “Agency” for providing e- voting platform facility and (ii)STQC Website quality certificate which fulfils the requirement of e-Voting website quality certification scheme.**
2. The appointment of Agency would be initially for a period of 1 year i.e. for the Year 2024. This may be further renewed annually up to a maximum of two (2) years cumulatively.
3. The Company reserves the right to accept or reject any or all the Bid and/ or to request additional documents or clarification from applicants at any stage or to cancel the process entirely at its sole discretion without assigning any reason whatsoever.
4. Mere submission of Bid does not entitle an applicant for appointment or confer any right to receive any work from IRFC.
5. Overwriting/ correction/ erase and/ or use of white ink should be avoided. However, if any overwriting/correction/erase is inevitable, the same should be authenticated with the signature and seal of authorized person.
6. The offer submitted by Agency shall not be withdrawn after due date of submission.
7. In case of dispute arising during execution, an amicable settlement may be arrived with discussion and reconciliation. However, in case of any dispute remaining unresolved, decisions of CMD/ IRFC will be final and binding.
8. Throughout these Notice, the terms “notice” and “quotes” and their derivatives (“quotation” etc.) are synonymous.
9. No additional cost, other than that agreed in the contract, shall be borne by IRFC.
10. The agency shall ensure timely completion of the activity.
11. If the agency fails to comply with any statutory provisions or fulfil any conditions of scope of work, IRFC shall have the right to levy liquidated damages on the agency.
12. Income tax and other taxes, if any shall be deducted at source from bill as per the applicable tax law rules.
13. The agency shall not sublet the contract without the written consent of IRFC.
14. A bidder is not allowed to submit more than one Bid. The bid shall be strictly as per prescribed format. Any deviation in the format will make it liable to be rejected. In Technical Bid there should not be any financial information, if found, the bid will be rejected outrightly.

IV -A. EVALUATION CRITERION:

1. IRFC will determine whether each bid is complete and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality or reservations. Bidder has to give documents as per Clause VII. IRFC reserves the right that if a bid is not substantially responsive, it may be rejected without seeking any clarifications. The selection of vendor will be done as per Scope of Work mentioned in this tender document. IRFC will award the contract to the successful Bidder whose bid has been determined to be substantially responsive, qualified on least cost basis to IRFC. In case two or more bidders are evaluated lowest (L1), the contract will be awarded to

the bidder, which has convened higher number of general meetings & postal ballot of listed CPSEs during the previous three completed financial years, as per Annexure D.

2. Technical bid of the Bidders will be opened first. Bids from those bidders who are not found to meet the eligibility/technical criterion shall not be considered further. For Financial bid opening only the bidder qualifying the technical criteria shall be eligible and would be notified through IRFC website <https://irfc.co.in> after completion of technical evaluation. Selection shall be based on least cost basis to IRFC.

V. PAYMENT TERMS:

1. No advance payment will be made under any circumstances.
2. Payment shall be made within 30 days of receipt of the invoice, subject to satisfactory completion of all the activities as per the scope of work and deliverables, and acceptance of the same by IRFC.
3. Liquidated damages, if applicable, shall be deductible from the amount payable to the agency as per the invoice(s).
4. Alternatively, IRFC reserves the right to get incomplete work done from elsewhere at the sole risk and cost of the Agency, and to recover all such extra costs incurred in procuring the services.

VI. OTHER TERMS AND CONDITIONS:

1. The above specified scope of work is indicative and not exhaustive and the bidder is deemed and obliged to provide all necessary support/services within the quoted cost for successful implementation/ completion of the entire work scope / project as the case may be.
2. The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted from furnishing bid guarantee/EMD, cost of tender documents provided that such small scale units are registered under single point registration scheme of NSIC / MSME and are valid on the scheduled date of tender opening and the product range mentioned in the certificate is the same or similar to the tender requirement.
3. The bidder's claiming MSME and/ or MSME-SC/ ST and/ or Start Ups and/or Domestically Manufactured Products and/ or Make in India etc. relaxations and concessions as per various Government of India notifications/ instructions/ guidelines issued from time to time and as adopted/ allowed by IRFC are allowed the same subject to production of requisite documents/ proofs etc.
4. IRFC's right to accept / reject the proposal: IRFC reserves the right to accept or reject the proposal at any time prior to award of Contract, without thereby incurring any liability to the concerned bidder or any obligation to inform the concerned bidder of the grounds for the IRFC's action. The bidder shall bear all costs associated with the preparation and submission of its bid, and IRFC will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.
5. Earnest Money Deposit (EMD)- Not Applicable
6. Tender Clarifications prior to bid submission-
 - a) All queries received on or before the 4th day from date of issue of the tender at the email id: investors@irfc.co.in will only be deliberated upon for any clarifications / corrigendum / addendums etc.
 - b) Any clarifications / corrigendum / addendums etc. will be posted on IRFC website viz. <https://irfc.co.in/> and no individual communication will be sent. Posting on the website would be deemed as if IRFC had communicated to all prospective bidders.
 - c) The clarifications/corrigendum/addendums etc. thus communicated will form an integral part of the tender and succeed the relevant clauses for future reference.
 - d) Any irrelevant/ambiguous/mischievous/hampering public procurement etc. clarification as determined by IRFC at its sole discretion will not be entertained and may not be clarified and/or deliberated upon.
7. Notification of award- a) Letter of Intent (LoI)/ Letter of Award (LoA) shall be intimated to bidder by email/post.

b) The notification of LoI/ LoA including references to the tender document (with corrigendum issued by IRFC if any) and clarifications etc. will constitute the formation of the Contract.

8. Signing of Agreement- a) IRFC will send letter of intent/purchase order/work order to the successful Bidder and the same will *inter-alia* be a binding contract between IRFC and Bidder;
b) However, IRFC may require signing of detailed Contract Agreement, in the draft provided by IRFC, incorporating all agreement terms & conditions between the parties.
c) The successful bidder will sign the contract agreement within the stipulated period as may be directed by IRFC.
9. Compliance of all applicable laws and regulations is the responsibility of Agency & IRFC will not be responsible for the same.
10. Corrupt or Fraudulent Practices: The Bidder shall observe the highest standard of ethics during the procurement and execution of the contract. IRFC will reject a proposal for award if it determines that the Bidder, recommended for award, is engaged in corrupt or fraudulent practices in competing for the contract in question. IRFC will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.
11. Confidentiality: All documents, reports, data, financials, legal data and other information shall be treated as confidential and must not be made available to any third party without the written approval of IRFC. Bidder shall take all necessary steps to ensure confidential handling of all the matters pertaining to this work. Such confidential information may be disclosed only to such of the employees, consultant and advisers of the receiving party who reasonably require access to such information for the purpose for which it was disclosed and who have secrecy obligations.
12. Ownership of Documents, IP and Copyright : In order to perform the services as listed above, the Bidder must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep IRFC harmless and indemnify IRFC from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights. Neither party will use the trade name and logo of the other party. No reference to the other party shall be made in the advertisement, self-campaigns and publicity materials compiled by one party, except with prior permission. Bidder shall not be entitled either directly or indirectly to make use of the documents, reports, for carrying out of any services with any third party.
13. Non- Disclosure: The selected bidder shall not, without IRFC's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of IRFC or get access to 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.
14. Jurisdiction: The court of Delhi will have exclusive jurisdiction to entertain the disputes between parties.
15. Force Majeure: In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely IRFC and the Contractor.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the beginning and ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than (two) months, IRFC shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts. However, Bidder shall be entitled to receive payments for all services rendered by it under this Agreement and accepted by IRFC.

16. IRFC shall have a right to terminate the appointment of said agency without assigning any reason thereof.

VII. FOLLOWING DOCUMENTS [DULY SIGNED AND SEALED] MUST BE SUBMITTED:

I. Technical Bid

1. Bid Form (Annexure A) together with the enclosures as follows:
 - i) Valid STQC Registration certificate
 - ii) Ministry of Corporate Affairs (MCA) approval
 - iii) Copy of PAN card
 - iv) Copy of Goods & Service Tax Registration, if applicable
 - v) MSME Registration, if applicable
2. Undertaking on Compliance of Tender Documents along with Terms & Conditions (As per Annexure B)
3. Undertaking on No Conflict of Interest (As per Annexure C)
4. List of listed CPSEs whose general meetings (VC/OVAM & remote e-voting) & remote e-voting postal ballots have been successfully convened during the previous three completed financial years (As per Annexure D)
5. A copy of complete Notice document (issued by IRFC) duly signed and sealed as a token of acceptance of all terms and conditions.
6. Power of attorney/ authorization letter issued in favour of authorized signatory.

II. Financial Bid

1. Financial Quotation/Bid (As per Annexure E). Financial Quote has to submitted in another separate sealed envelope by superscribing as "Financial Quotation/Bid".

VIII. LAST DATE FOR SUBMISSION:

1. The Bid should be submitted only in **hard copy sealed envelope which is to be deposited in the Tender Box available at wing 'A' of IRFC at its regd. office on or before the last date of submission of bid i.e., on or before 15.00 hours of 10th June, 2024. Financial Quote must be submitted in another separate sealed envelope by superscribing as "Financial Quotation/Bid".** Any Bid received later than the time and date of opening of Bid or in any other form / mode shall not be considered. The bid shall be submitted as per the instructions forming a part of the Notice document. Bids submitted by e-mail will not be considered.
2. IRFC does not take any responsibility for loss of application in transit.
3. Name of the Agency must also be mentioned on the sealed envelope and the Bids submitted in any other form / mode and after 15.00 hours on 10th June 2024 shall not be considered and would be rejected outrightly.
4. Bid application must be completely filled in as per format. Incomplete application will be rejected outrightly.

BID FORM

(To be submitted on the firm's letter head and signed by an authorized person -
Documentary proof authorizing the person by the bidder to be attached)

To

Jt. GM (Law & Company Secretary)
Indian Railway Finance Corporation Ltd.
UG - Floor, East Tower, NBCC Place, Bhasham Pitamah Marg,
Pragati Vihar, Lodhi Road, New Delhi -110003

Ref: **Bid document No. IRFC/SEC/ E-VOTING /2024** Dated: **27th May 2024**

Sir/ Ma'am

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, I/Me/ We, the undersigned is deemed to have accepted without any violations and/or deviations etc. pertaining to the tender scope, validity of quoted rates inline & pursuance to the schedule of requirements & all terms & conditions of the tender and in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the tender/IFB/RFQ/RFP etc. documents.

We agree to abide by this bid for a period of 90 days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. I/We undertake that on completion of the validity period, unless I/We withdraw my/our bid in writing by giving a notice of seven working days, it will be deemed to be valid until such time that I/we formally withdraw my/our bid.

Herein, we declare:

1. We are approved by Ministry of Corporate Affairs (MCA) and having a valid website quality certificate / Standardization Testing and Qualitycertification (STQC) issued by STQC Directorate, Department of Information Technology, Ministry of Communications and Information technology, Government of India for providing e-voting facility.
2. That we have a team of technically qualified officials and have state-of-the-art infrastructure, and that our premises are equipped with all the facilities specified in the document and shall provide the manual support/ deputation of person as and when required for General Meeting & postal ballot.
3. We hereby offer to supply the services at the prices and rates mentioned by us in the financial bid format.
4. We have satisfied ourself as to the correctness and sufficiency of the contract price cover all its obligations under the Contract.

5. We enclose herewith the complete bid as required by you.
6. We have carefully read and understood the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to supply as per these terms and conditions.
7. Certified that the bidder is a company and the person signing the document is the constituted attorney.
8. We do hereby undertake that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.
9. We also confirm that we comply with the provisions of the Companies Act, 2013, MCA circulars & clarifications, SEBI Listing Regulations, SEBI Guidelines/ circulars, Secretarial Standards issued by ICSI, any other law/rule/requirement pertaining to e-voting, email & webcast/VC/OAVM facility for General meeting(s) and Postal Ballot.

Dated this _____ day of _____ 2024

Details of enclosures- i) Valid STQC Registration certificate

- ii) Ministry of Corporate Affairs (MCA) approval
- iii) Copy of PAN card
- iv) Copy of Goods & Service Tax Registration, if applicable
- v) MSME Registration, if applicable

Signature of Authorized Signatory
of Bidder:

Official Address:

Telephone No.:

Telegraphic Address:

Fax No.:

E-mail:

Contact Person Name:

Contact Person Mobile No:

Contact Person email:

Annexure -B

UNDERTAKING

UNDERTAKING ON COMPLIANCE OF TENDER REQUIREMENTS

Along with TERMS & CONDITIONS

(To be submitted on the letterhead of the Bidder)

I/We hereby undertake that I/we have examined/ perused, studied and understood the tender no. **IRFC/SEC/ E-VOTING /2024** dated **27th May 2024** and any corrigendum/ addendum/clarification etc. completely and have submitted my/our bid in pursuance to the said documents.

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. I/We understand that the scope of work may undergo changes as per prevailing IRFC requirements at the time of signing of contract or even during the contract period.

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.

I/We hereby undertake that I/We understand that the IRFC reserves the right to float a separate tender for the scope of work and requirements as mentioned in this tender irrespective of the outcome of this tender. I/We understand that in such a case I/Weshall bid separately for that tender and in no case our bid to this tender shall be deemed as a bid for the said tender.

I/We hereby undertake to provide the services and undertake to be the single point of contact for IRFC for all services, terms and conditions and for the entire scope of work and requirements as defined in this tender document.

I/We hereby undertake that I/We do understand that my/our bid should be as per the tender document and should be accordingly submitted to the IRFC. In case of a failure to comply and/or a variation the IRFC has got sole discretion to consider or disqualify my/our bid for the aforementioned tender and I/We shall be not having any claim of any sort/kind/form on the same.

I/We agree to bind by this bid for a period of 90 days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the bid validity period formally withdraw my/our response in writing with a notice period of seven working days and associated terms and conditions and as specified in the tender document and in all such cases my/our bid shall be deemed to be valid.

I/We hereby attach the duly signed and stamped tender document as an acceptance and compliance of TENDER specifications and terms & conditions with the technical response without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We understand that mentioning of any pre-requisites, presumptions, assumptions, hiding/ twisting/ deletion/ reduction/ manipulation/ disguising of scope of work and/or application features and/or infrastructure and/or project deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the bid and in case of award of the tender the same should not be claimed by me/us while award and/or subsequent execution of work. The decision of IRFC on such issues shall be binding on me/us and the same cannot be arbitrated/challenged upon by me/us.

I/We hereby undertake that we abide by all the terms and conditions mentioned in the tender along with corrigendum, if any.

I/We hereby undertake that I/We shall meet all business requirements of IRFC and shall provide the same solution as proposed in the bid document during contract period. In case of a default IRFC can levy liquidated damages/penalty on myself/ ourselves as per tender terms and conditions.

I/We hereby declare that our company/ organization 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.

I/We understand that at any stage during the tenure of the contract if it is found that any statement or document submitted by Me/Us is false/forged/invalid, IRFC has discretion to terminate the contract and get the work done through third party as per the risk purchase clause mentioned in this tender.

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

Signature of Authorized Signatory:

Name of the Authorized Signatory:

Date:

Company Name:

Company Seal:

Annexure -C

**UNDERTAKING FOR NO CONFLICT OF INTEREST
(To be submitted on the letterhead of the Bidder)**

Jt. GM (Law & Company Secretary)
Indian Railway Finance Corporation Ltd.
UG - Floor, East Tower, NBCC Place,
Bhisham Pitamah Marg, Pragati Vihar,
Lodhi Road, New Delhi -110003

Dear Sir/Madam,

1. We hereby certify that we have not been suspended or banned or de-listed or black listed by any Government or Quasi-Government agencies or PSU's including IRFC or any of its subsidiaries.
2. The bidder shall not engage, and shall cause their personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3. If the bidder is found to be involved in a conflict-of-interest situation with regard to the present assignment, the IRFC may choose to terminate this contract. In case of any change in the status of the above, any time hereinafter, we will immediately inform IRFC of the same.

Signature of the Bidder with seal:

Dated this _____ day of

2024

Name of the Authorized Signatory:

Company Name:

Designation:

Annexure -D

List of listed CPSEs whose general meetings (VC/OVAM & remote e-voting) & remote e-voting postal ballots have been successfully convened during the previous three completed financial years

I. AGM/EGM (VC/OAVM & remote e-voting)

Sl. No.	Name of CPSE
1.	
2.	
3.	
4.	

II. Remote E-Voting Postal ballot

Sl. No.	Name of CPSE
1.	
2.	
3.	
4.	

(Signature of the Authorized Person)

Office Seal

Annexure -E

(On letter head of Agency)

Financial Quotation/Bid

The following fee is quoted for General Meeting through VC/OAVM and Remote E-voting Services for General Meeting/ postal ballot and remains same during the period of the contract:

Description	Amount (in Rs.)
Fee for General Meeting (AGM/EGM) through VC/OAVM, as per the scope of work.*	
Fee for Remote E-voting Services per folio basis for General Meeting (AGM/EGM) / postal ballot, as per the scope of work.** (Considering number of folios as on 31.03.2024 i.e. 45,26,341)	
Add: Goods & Service Tax @ ____	
Total amount (in figures)***	
Total amount (in words)***	

* Cost should include entire project cost. Quoted Price in the financial bid should be inclusive of all other charges (except GST) required for satisfactory completion of work as per scope of work and terms & conditions etc.

** Bidder has to quote fee for Remote E-voting Services per folio basis. The number of folios of the Company as on 31.03.2024 were approximately 45,26,341. Any increase/ decrease in the number of folios would be paid proportionately.

*** The amount shall be inclusive of all taxes and expenses, change / additional taxes if any imposed by the government shall be borne by the agency.

Verification:

I/ We have read all the terms and conditions set out in the tender document dated 27th May 2024 issued by Indian Railway Finance Corporation Limited, and hereby accept the same without any deviation.

Signature and seal : _____

Name of the Authorized Signatory : _____
(IN BLOCK CAPITALS)

Designation : _____

Place:

Date: