

**Request for Proposal (RFP)**

**For**

**Appointment of Professional CA Firm as Ind(AS) Consultant**

**NOTICE INVITING BIDS**

**Reference number: IRFC/ECB/GEM-TENDER/MAY-2025/**

**Indian Railway Finance Corporation**

**(A Govt. of India Undertaking)**

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

## **Disclaimer**

This Tender is not an Agreement and is neither an offer nor invitation by the company to the prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and financial offers (BIDs) pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by the company in relation to the Scope of work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for the company, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The company accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The company, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way for participation in this Stage (from NIT Publication till issue of Letter of Acceptance).

The company also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender. The company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.

The issue of this Tender does not imply that the company is bound to select a Bidder or to appoint the Successful Bidder or Contractor, as the case may be, for the works and the company reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the company or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the Bidder and the company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the bid, regardless of the conduct or outcome of the Bidding Process.

Statements and explanations contained in this Tender are intended to provide an under-standing to the Bidder about the subject matter of this Tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bidder set forth in the Agreement or the company rights to amend, alter, change, supplement or clarify the scope of work, the Letter of Award (LOA) to be awarded pursuant to this Tender or the terms thereof. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Tender are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the company.

The information contained in this Request for Proposal document (the "Tender") or subsequently provided to Bidder(s), in documentary form by or on behalf of IRFC or any of its employees or advisors, is provided to Bidder(s) based on the terms and conditions set out in this Tender. No verbal communication will be entertained in any manner whatsoever.

## **Section 1**

### **NOTICE INVITING BIDS**

#### **Sub: - Appointment of CA Firm as Ind (AS) Consultant.**

Sealed Bids on GeM portal are invited for and on behalf of IRFC in Single-Stage Bidding under two bid (Packet) system (Part-I Technical Bid in separate envelope and Part-II Financial Bid in separate envelope) are invited from reputed, experienced CA Firms for appointment of a CA Firm as Ind (AS) Consultant for Indian Railway Finance Corporation Limited, UG-Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, Pragati Vihar, New Delhi-110003 as per schedule.

1.	Tender no.	IRFC/ECB/GEM-Tender/May-2025
2.	Mode of Tender	Open Tender
3.	Name of Work	Appointment of CA Firm as Ind (AS) Consultant for the Financial Year 2025-26
4.	Duration of contract	03 Years
5.	EMD	Rs.40,000.00 in the form of Cheque or Demand Draft in favour of “Indian Railway Finance Corporation Ltd” payable at Delhi and copy of Soft copy need to be uploaded in GEM portal.
6.	Last date and time of submission of Tender Document	As defined in GEM portal i.e., Closing Date in GEM portal
7.	Date and time of opening of Tender in GEM portal	After the Closing Date in GEM portal (Price bid of only technically qualified bidders shall be opened)
8.	Place of submission of Tender	Only GeM portal
9.	Correspondence Address	UG - Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road , Pragati Vihar, New Delhi, Delhi 110003

Detailed terms & conditions and future corrigendum / addendum will be notified on IRFC website or GEM portal.

## **Section 2**

### **Format for Submission of Offer**

**(On letter head of Firm)**

Dated:     -     -     2025

#### **IRFC Procurement Cell**

#### **Indian Railway Finance Corporation Limited**

Upper Ground Floor, East Tower,  
Pragati Vihar, Lodhi Road,  
New Delhi – 110003

**Name of Work: -       Engagement of CA Firm as Ind (AS) Consultant for Indian Railway Finance Corporation Limited, New Delhi**

#### **Ref.: \_\_\_\_\_**

1. I/We ..... have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender attached here and hereby agree to abide by the said conditions. I also agree to keep this open tender valid for acceptance for a period of 180 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General Terms & Conditions of the Contract and to carry out the work according to the special conditions as laid down in section 4 for the execution of present contract.
2. A sum of Rs. 40,000/- is being submitted as Earnest Money in the form of Demand Draft/Pay Order No..... dated ..... issued by .....  
(Name & Branch of the Bank) in favour of “Indian Railway Finance Corporation Ltd”
3. The value of the Earnest Money shall stand forfeited without prejudice to any other rights or remedies if:
  - i) I / We do not execute the contract agreement within 15 (fifteen) days of the date of issue of Letter of Acceptance or on receipt of notice by the IRFC Administration that such documents are ready.
  - ii) I / We do not commence the work within 15 days after receipt of Letter of Acceptance.
5. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.
6. On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I / We may be debarred by IRFC for further participation in the future tenders of IRFC.
7. I / We certify that quoted rates are inclusive of all tax (except GST), out-of-pocket expenses, duties and/or any other statutory levies applicable on the services.

8. I / We do hereby confirm that I / We have the necessary authority and approval to submit this tender document for the supply of subject service to the IRFC. The following persons may be contacted for any information or clarification relating to this Contract.

Signature of Authorized Signatory:

Name of the Signatory:

Date:

Place:

Firm's Name& Seal

**Section 3**  
**Instructions to Bidders**

Sealed Bids **on GeM portal** are invited from reputed, experienced CA Firms, for appointment as an Ind (AS) Consultant for Indian Railway Finance Corporation Limited, UG-Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, Pragati Vihar, New Delhi-110003 as per schedule. Please adhere the extant GeM procedures/Rules/regulations/Formalities while online bidding. However, in case of ambiguity of clauses regarding understanding between IRFC Tender document and GeM, then clauses of IRFC Tender Document shall prevail wherever applicable keeping in view of GEM GTC/IRFC ATC/Clarification from GEM Customer care/if any etc., and instructions of IRFC need to be followed /adhered wherever necessary.

**1. ELIGIBILITY CRITERIA FOR SERVICE PROVIDER:-**

The bidders must fulfil the following minimum qualifying criteria and such Bidders must enclose duly stamped and self-certified supporting documents of the firm along with their proposal. The Bid documents, in complete, are also to be uploaded in GeM Portal.

Sr. No.	Qualifying Criteria	Documents Required
1	Agency Profile	Performa is given in Annexure 1
2	<p>Name(s) of the Proprietors /Partners</p> <p><i>(a) The CA Firm must have <b>at least Five Partners</b> as on the date of submission of tender, and <b>the average annual turnover of the firm</b> for the last three years <b>should be minimum ₹ 10 crores</b> (to be substantiated with a copy of audited Balance Sheet and Profit &amp; Loss statement of the firm for FY 2023-24, FY 2022-23 &amp; FY 2021-22.)</i></p> <p><i>(b) At least 3 Partners of the Firm should have an experience of practicing as CA for more than 10 years.</i></p>	<p>Performa is given in Annexure 2 along with a copy of audited Balance Sheet and Profit &amp; Loss statement of the firm for FY 2023-24, FY 2022-23 &amp; FY 2021-22.</p> <p>Copy of supporting documents such as Balance sheet and P&amp;L etc., may be uploaded in GEM portal.</p>
3	<p>Registered Address of the firm with telephone / mobile / e-mail and fax</p> <p><i>(The CA Firm should have its Head Office or Registered Office in Delhi or NCR)</i></p>	Performa is given in Annexure 3
4	Details of the Incorporation of the Firm	Copy of certificate of incorporation is to be submitted and marked as Annexure 4
5	The Bidder should have past experience of atleast three engagements with listed companies (out of which one should be a NBFC/PSU) as an Consultant/Assistance in preparation of Financial Statements in accordance with IND AS during the last five financial years (i.e., FY 2020-21 to FY 2024-25).	The bidder should submit Completion certificate, in support of experience as Ind AS Consultant at any time during the last Five financial years. Copy of completion certificates is to be submitted and marked as Annexure 5.

	<b>Note 1:</b> <i>Engagements with a company in any number of financial years, will be counted as one engagement.</i>	
6	The bidder must have experience of working in Tally/ERP/Customized Financial Management Systems. An undertaking for the same may be given by the bidder.	Performa is given in Annexure 6
7	Registration for (a) MSME (if applicable), (b) GST, (c) PAN number and (d) Firm Bank details (Mandate Form)	Copies of Registration certificates/Affidavit / Documents to be submitted and marked as Annexure 7
8	<p>Bidder must submit on a companys/firms letter head which must be signed, stamped and dated by an authorized representative / partner of the firm regarding compliance of the scope of work and terms &amp; conditions of bidding document and the firm/company has not been blacklisted from any Govt Department/PSU/Private Enterprise, etc.</p> <p>Note : If contract is awarded to successful Bidder, then bidder shall furnish the same on Rs.100 stamp paper issued in Delhi duly notarized and signed by the authorized signatory of the bidder.</p>	Performa of Undertaking is given in Annexure 8
9	<p>Price BID Break-up</p> <p>Note : For understanding of Buyer only but it will be part of contract. Whereas, Bidders are advised to fill their Offer Rate in GEM portal platform logically.</p>	Performa of Price Bid Break-up is given in Annexure 9
10	The bidder should declare whether any partner/employee of the firm has any relation with any employee working in IRFC, and, if so give the name of the employee and the relationship, and also whether any of them has a relationship within the meaning of Section 2(77) of the new Companies Act 2013, with any of the Directors of IRFC, and as well as with the Statutory Auditors (M/s OP Totla & Co., 302, Alankar Point, Geeta Bhawan Square, A.B. Road, Indore – 452001) and Consultant for internal Audit (M/s UCC & Associates LLP, 1315, Ansal	Performa is given in Annexure 10

	Tower 38, Nehru Place New Delhi : 110019) of IRFC.	
11	<p>Bidder must submit on company's/firm letter head which must be signed and stamped and dated by an authorized representative / partner of the firm and should undertake that: -</p> <p>a. There has not been any disciplinary action initiated and standing by ICAI or any other regulatory authority against the firm during the last five years (i.e. FY 2020-21 to FY 2024-25).</p> <p>b. None of the partners / employees has been convicted for insider trading/ economic offence/ any other offence of similar nature.</p> <p>c. No appeal/unresolved dispute/suit/case is pending at any court in India regarding the right to carry on practice against any of the partners.</p> <p>Note : If contract is awarded to successful Bidder, then bidder shall furnish the same on Rs.100 stamp paper issued in Delhi duly notarized and signed by the authorized signatory of the bidder.</p>	Performa is given in Annexure 11
12	<p>Section - 2 (Format for Submission of Offer)</p> <p>Name of Work: - Engagement of CA Firm as Ind (AS) Consultant for Indian Railway Finance Corporation Limited, New Delhi</p>	On Company's letter Head and upload the same in GEM portal

***Note:- Consortium bidding shall not be allowed at any stage for fulfilment of eligibility criteria***



## **Section 4**

### **GENERAL TERMS & CONDITIONS OF CONTRACT**

**GENERAL TERMS & CONDITIONS OF CONTRACT** will form an integral part of the Bid and Contract, which is enclosed along with the tender documents. Please adhere the extant GeM procedures/Rules/regulations/Formalities while online bidding. However, in case of ambiguity of clauses regarding understanding between IRFC Tender document and GeM, then clauses of IRFC Tender Document shall prevail keeping in view of GEM GTC/IRFC ATC/GEM Customer support/if any etc., and instructions of IRFC need to be followed/adhered wherever necessary.

The Bidder must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

#### **1. Definitions: -**

- a) The “Contract” shall mean agreement including supplementary agreements, if any, entered into between IRFC and the contractor as recorded in the contract form signed by the parties include all attachment, the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The “Contractor/ Bidder/ Service Provider” shall mean the Companies / Firms/Agencies, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted assigns of such individual or firm or company.
- c) The “Contract value” shall mean the sum for which the tender is accepted.
- d) The “Contract time” means period specified in the tender document for entire execution of contracted works from the date of notification of award.

#### **2. Earnest Money Deposit (EMD):** Bidders shall submit, along with their bid, Earnest Money of Rupees 40,000/- as specified in the form of a Demand Draft/Banker’s Cheque in favor of Indian Railway Finance Corporation Ltd., payable at New Delhi.

Bidders are required to write their name and full address at the back of Bank Draft/Banker’s Cheque submitted in support of Tender Document. The bidder is requested to attach the photo of Demand Draft/Banker’s Cheque in GeM (or) may send the original Demand Draft/Banker’s Cheque in the following address. The original Demand Draft/Banker’s Cheque should reach IRFC office before opening of the Tender in GeM.

**Address :**

Procurement Department, UG-Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road , Pragati Vihar, New Delhi, Delhi 110003

SSI/MSE industries are exempted from submission of EMD and tender cost and must enclose the SSI/MSME registration certificate for the same products/services in this contract. If the SSI certificate does not contain the item as listed in our NIT and No EMD/Tender cost is found enclosed, the offer shall be rejected.

**EMD Exemption :** The bidder seeking EMD exemption must submit the valid supporting documents for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for Goods and Service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this policy. Please refer GEM GTC wherever applicable. ***If bidders feel that they are exempted under relevant applicable rules, bidders need to justify the same along with applicable guidelines/rules, if any & upload the same in GEM portal.***

**I. Earnest Money shall be forfeited in case of the following:**

- a) On revocation of tender or increase in rates after opening of the tender but before the validity of the quotation expires.
- b) On refusal to enter into contract after award of contract.
- c) Unsatisfactory performance and/or Non-performance of the Contract.

**II. The EMD shall be returned without interest:**

- a) To the unsuccessful bidders after the award of contract.
- b) In case bidding process is terminated by IRFC for any reason.

**3. Security Deposit**

- a. The Earnest Money will be converted into security deposit for the successful bidder.
- b. The security deposit (non-interest bearing) will be valid for a period of 03 years from the completion of work.
- c. No interest shall be payable by the Indian Railway Finance Corporation on Security Deposit.
- d. IRFC decision shall be final with respect to LD Charges/non-satisfactorily/if any etc., and the same will be utilized from Security Deposit wherever applicable. However, IRFC may take necessary steps as per applicable rules from Time to Time on any such matter arising during service by successful bidder.

**4. Award of Contract - IRFC shall not be bound to accept any terms and condition of the bidder or lowest quote and reserves the right to accept or reject any bidders' tender or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the effected bidder(s) for the action of IRFC.**

5. **Contract Period** - Contract shall start from the date of contract order in GEM portal or as decided by IRFC from Time to Time and shall be in force for an initial period of Three years extendable further for another 2 years at the discretion of IRFC on same terms.

IRFC reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons

6. **Compliance in Obtaining Approvals/Permissions/Licenses** -The Bidder shall promptly and timely obtain all consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the IRFC and its employees/ officers/ staff/ personnel/ representatives/agents from 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 and the IRFC will give notice of any such claim or demand of liability within reasonable time to the bidder.
7. **TimeLine for Completion of Work** - The works outlined in the scope of work has to be completed within the timelines defined by the management from time to time. For execution of complete scope of work, the Ind AS Consultant will establish a team of qualified professionals as per the requirement of IRFC. The Ind AS Consultant is solely and exclusively responsible for all the acts of its team members. The deputed professionals shall visit IRFC on regular intervals for completion of all the assigned work, getting clarifications/ documents and also for rendering of advisory services as and when required by IRFC.
8. **Termination of Contract**- In case the services of the successful bidder are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or fails/neglects to carry out any instruction issued to it by IRFC from time to time, **a warning letter will be issued to the Service Provider**. In case corrective action is not taken, IRFC shall have the right to terminate the agreement without any further notice. Unsatisfactory service in this case would be frequent absence or poor attendance of support manpower, inability to provide replacement, lackadaisical work, discourteous behavior by the support manpower, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.
9. **Payment Terms** - The successful bidder shall raise the GST invoice for the financial year, in the name of IRFC only on the completion of work. After raising of invoice payment will be made through E- Banking within 30 Days of receipt of invoice.

The fees will be payable as under:

Stages	Payment Terms
Completion of Quarter end activities in line with the Scope of Work for the period ending 30.06.20xx.	15% of Total cost

Completion of Quarter and Half-Yearly ended activities in line with the Scope of Work for the period ending 30.09.20xx.	25% of Total cost
Completion of Quarter end activities in line with the Scope of Work for the period ending 31.12.20xx.	15% of Total cost
Completion of Quarter as well year end activities in line with the Scope of Work for the period ending 31.03.20xx	25% of Total cost
Balance 20% amount will be paid after completion of all total contractual obligations.	

**Note : Quarter1 (April to June) of FY25-26 is also included in the Scope of Work for current FY.**

**10. Tax Deduction at Source-** Income Tax, GST-TDS and any other taxes like ‘Education Cess’ etc. at prescribed rates from time to time shall be deducted at source from the bills. In case any default in filling of GST return due to which GST credit is not received by IRFC or credit note is issued without consent of IRFC, all such loss of GST credit and interest thereon shall be indemnify by the contractor or shall be deducted from the contractors bill/EMD/Security deposit.

**11. Deviation -** The contractor must comply with the Tender specification and all terms and conditions of contract. No deviation in the Terms & Conditions of the Contract shall be entertained by IRFC.

**12. Correction of Errors -** Bids determined to be sub-sequentially responsive will be checked by IRFC for any arithmetic errors in computation and summation. Errors will be corrected by IRFC as follows:

- a. where there is discrepancy between amounts in figures and in words, the amount in words will govern.
- b. where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern, unless in the opinion of IRFC there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.

The amount stated in the Bid Form will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and the Bid Guarantee/EMD shall be forfeited.

**13. Indemnity -** The Service Provider shall indemnify and hold harmless to IRFC and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Service Provider or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part,

whether willful or not, and whether within or outside the premises including but not limited to any and all claims by the hired manpower.

Additionally, IRFC shall not be liable for any damages to the premises, persons, Structures or any other third party due to any emergency such as a fire, flood, riots, or any other natural causes or any other eventualities. The service provider shall be responsible for restoring to their original condition prevailing prior to such unforeseen events.

**14. Insurance** - The insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Contractor. The contractor shall arrange necessary insurance cover for any persons deployed by him even for short duration.. IRFC shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on IRFC, the same shall be reimbursed/indemnified by the Contractor.

**15. Resolution of Disputes & Arbitration** - In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract shall be settled amicably through mutual negotiation by the parties. In case the amicable settlement is not possible, the same shall be referred to the sole arbitrator as appointed by CMD/IRFC. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996. Notwithstanding any dispute between the parties, the Service Provider shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

**16. Jurisdiction of the courts** -The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract. The bidder shall comply with all laws in force in India.

**17. Selection Methodology** – Evaluation of the bids will be done on “L1 basis” subject to Price justification/Negotiation with L1 (if required) as the case may be. The bidder quoting the lowest total cost among the technically qualified bidders will be awarded the tender. The tender is not divisible in nature as the value of the tender is small/specialized service. However, preference to MSEs will be given as mentioned in the clause no 18 wherever applicable in GEM portal and also as per requirement of IRFC.

**18. Preference to purchase from MSEs** - Purchaser reserves the right for providing preference to SSI/ MSME Industries in terms of “Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order 2018” as amended from time to time. Purchase preference for these SMEs will operate as follows:

- a) This Public Procurement policy shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other

body specified by Ministry of Micro, Small and Medium Enterprises.

- b)
- i. If the L-1 Agency is MSE vendor, then complete order will be awarded to this agency only.
  - ii. **Price matching facility for procurement from MSEs over large scale:** In tender, participating Micro and Small Enterprises, quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such MSE shall be allowed to supply up to 25 per cent of total tender value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity), subject to b) iii. below.
  - iii. In case of more than one such MSEs as explained above, the complete order will be awarded to agency who quoted lowest bid amount among them at L-1 Price. Further, preference will be given to such MSE owned by Women/SC/ST/startup Entrepreneur if they are ready to match L-1 price respectively.
  - iv. In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE subject to them matching the L1 rate, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.
  - v. If the quantity cannot be split and there are more than one eligible MSE bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSE (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% refuses to match the rate of L1 of the tender, then the next ranked MSE bidder who has quoted within the price band of L1 + 15% in order shall be given chance to match the rate of L1 for award of the quantity/order.
  - vi. In case none of the MSEs qualified in above, complete order will be placed on L-1 agency.

Specifications as described in Scope of Work are mandatory requirement and will not be relaxed for any reason.

Above preferences shall be applicable to only those vendors, whose SSI/MSME certificate contains the item(s) as listed in this tender.

**Note : IRFC shall decide the course of action towards MSE purchase preference in GeM portal as deemed fit wherever applicable based upon requirement of indenting section (IRFC).**

**19. Validity-** The bids shall be valid for a period of 06 (Six) calendar months from the date of opening.

In exceptional circumstances, IRFC may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing and the Bid security/EMD shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

**20. Penalty** - The schedule of work once accepted will be guiding factor and any slippage in the schedule by the agency after date of completion will attract penalty of 0.5% of the total lump-sum contract price for each calendar week of delay or part thereof subject to a maximum of 5% of the award value.

**21. Confidentiality** - The bidder, so appointed, shall during the tenure of the contract and at any time thereafter keep all information relating to the work in full confidence and shall not, unless so authorized in writing by IRFC, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through consultant or its personnel or agents. Any monetary penalty/loss levied by any authority due to breach of the above clause will be the sole responsibility of the firm.

**22. Others –**

- During the scrutiny of downloaded tender document, if any modification / correction etc. is noticed as compared to the original documents posted on the website, the bid submitted by such a Bidder is liable to be rejected. In case the bid of a Bidder who has downloaded the document from website is accepted, the contract shall be executed in the original / manual tender document issued by the IRFC.
- The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English
- The bidder, shall certify, that if it is appointed it will not indulge in any fraudulent activity or allow anybody else working in our organization to indulge in fraudulent activities and would immediately apprise IRFC of the fraud/ suspected fraud as soon as it comes to their notice.
- To assist in the examination, evaluation, and comparison of bids, IRFC may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no substitute bid after the last date of submission clarification at the initiative of the bidder shall be entertained. Incomplete information provided by the bidder shall tant amount to the rejection of bid by IRFC. However, the company may, in its absolute discretion, seek additional information or material or evidence from applicant after the last date.
- A bidder shall submit only one bid for entire scope of work. Assigning part of work/tie up arrangement for providing professional services indicated in this notice is strictly not allowed. Splitting the financial bid into parts is not allowed.

- Upon completion/ termination of this engagement, all the data, information, material, records, documents copy other relevant papers available with the Ind AS Consultant shall become the sole and absolute property of IRFC, and shall be returned by the Ind AS Consultant to IRFC within 15 days of the termination of the contract.
- The bidder will ensure that all the documents and certificates, including experience/ performance and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tampered / manipulated either during bid evaluation or during award of contract or thereafter, then IRFC will take appropriate action against the applicant as decided by the competent authority
- While quality of work must be maintained, IRFC will not impart any formal training to any of the partner /employee of the Firm.
- The selected bidder will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then IRFC will impose sanctions which will include: forfeiture of the security deposit and/or termination of the Contract for default.
- Bidders automatically agree with IRFC for honouring all aspects of fair trade practices in executing the work orders placed by IRFC.
- The bidder will be responsible for any damage to equipment, property and third party liabilities caused by acts on part of its deployed staff/intern at IRFC's premises. All equipment will be used only for the purpose of carrying out legitimate business of IRFC and will not be put into any other use.
- The staff deployed by the bidder will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the users' problems.
- All instructions and communications etc. under the contract given in writing and if sent to the last known place of the business, shall deem to have been given to the firm on the date of dispatch by registered post/speed post is made at the address of the firm. If the instructions and communications is done through email, shall deem to have been given to the firm on the date of email.

### **23. Rejection of Bids –**

The bids submitted shall be rejected if:

- i.it is received after the expiry of due date of submission of Bids
- ii.EMD is not deposited or uploaded in GeM portal.
- iii. the bid is conditional
- iv. it is not in conformity with the instruction mentioned herein
- v.any form of canvassing / lobbying / influence, etc.

**But subject to clarification/seeking shortfall of documents by IRFC wherever applicable as need be and also by giving enough opportunity to Bidders in GeM portal, to have better participation & competitive spirit in bidding process. Final Decision shall vest with IRFC & binding on all from Time to Time.**



**24. Additional Terms & Conditions:**

1. IRFC shall have a right to terminate the appointment of said agency without assigning any reasons thereof.
2. 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.
3. 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 C its Official i.e., compliance of all applicable laws and regulations by successful Bidder.
4. 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.
5. Mere Submission of bids does not entitle the bidder for award of contract or confer any right to receive any work from IRFC.
6. The current assignment may be extended up to maximum of two times on the quoted fees with the same terms and conditions, if mutually agreed by the selected bidder and IRFC. Discretion of IRFC shall prevail for repeat order placement, upon approval of competent authority (IRFC).
7. 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.
8. The bidders availing exemption under MSME / Startup as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or Startups (as defined by Department of Industrial Policy and Promotion) are required to submit

documentary proof for claiming such exemption subject to meeting of quality & technical specifications. Relevant documentary proof should be submitted by the bidder for claiming such relaxation to the office before closing date of bid.

9. 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 GEM GTC/clarification/justification/shortfall of documents/ clarification from GEM portal (customer care) etc., wherever necessary, as appropriate.
10. O/o 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.
11. O/o IRFC will not pay any kind of expenses, whatsoever incurred by the Bidder for the preparation and submission of bid.
12. 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.
13. Disqualification:

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 meet objectives of tendering process as deemed fit.

## **Section 5**

### **SCOPE OF WORK:**

#### **Background**

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 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. As per charter, company can fund any entity/project that has backward or forward linkage with Indian Railways.

IRFC's financials have been prepared in compliance to the applicable Ind AS since FY 2018-19. Financial highlight for the last three years is as follows:

(Amt in Rs. Crs)			
Particulars	2022-23*	2023-24	2024-25
Total Revenue	23762.77	26655.92	27156.41
Net Profit	6167.16	6412.11	6502.00
Net Worth	44680.18	49178.57	52667.77
Borrowings	418929.26	412032.10	412129.40
Asset Under Management	466148.28	464641.28	460047.84

\*Restated

#### **Verification**

The Company is looking for prospective bidders who have good knowledge of Ind AS and have past experience in PSU/NBFC's for assistance in preparation of quarterly and annual financial statements on standalone and consolidated basis, finalizing Ind AS accounting policies and procedures, and implementation of new standard/changes in the existing standards as and when proposed in Ind AS by the regulatory bodies etc.

**The brief scope of work includes is as under:**

➤ ***Preparation of Ind AS complaint financial statements***

- 1. Preparation of Ind AS – Compliant quarterly, half-yearly, and annual financial statements along with their comparatives, disclosures & notes to accounts.*
- 2. Ind AS related adjustment/Entries in respect of all Ind AS applicable to IRFC, management estimates, assumptions & judgements in preparation of quarterly & annual financial statements.*
- 3. Assistance in Finalizing/review of accounting policies and procedures.*
- 4. Certification of reconciliation statement's with MoR/other ledger accounts.*
- 5. The consultant shall be required to be available for discussion on matters arising due to preparation of accounts, with the internal/ statutory/ Government auditors to clarify the position of the Company and effecting changes in system/ process.*

6. *Any other services/assistance whatsoever required by IRFC's management relating to Ind-AS for preparation/finalization of financial statements and any other information required to be furnished to MoR/RBI/other regulatory authorities from time to time.*
7. *Assistance in timely incorporation of any changes in IND-AS and other regulatory requirements by the Reserve Bank of India/ Ministry of Corporate Affairs/ Institute of Chartered Accountants of India / SEBI & Other Regulatory bodies and develop approach to address those changes, if applicable.*
8. *Any other work incidental to this scope of work cited above.*

➤ ***Internal financial control certification as per section 143 (3) (i) of the Companies Act, 2013***

9. *Assessment of areas where internal financial controls are effective and preparation of Risk matrix. The firms have to review the following components of Internal financial control:*
  - i. *Policies and procedures*
  - ii. *Safeguarding of assets*
  - iii. *Prevention and Detection of Frauds and errors*
  - iv. *Adequacy and Completeness of the accounting records*
  - v. *Timely Preparation of reliable financial information*

*A certificate as per section 143 (3) (i) of the Companies Act, 2013, and to the above effect shall be submitted to IRFC before placing the financials to the board of directors.*

➤ ***Regulatory Filing***

10. *Preparation & compilation of RBI returns and filling of all RBI returns in the required formats as mandated by RBI, based on the financial information/ statement of the company.*
11. *Review of replies to CAG Half Margins/Inspection Reports in connection with supplementary audit & other audits carried out by CAG.*
12. *Preparation of financials in XBRL format for stock exchange fillings.*

**Note :**

1. *Quarter1 (April to June) of FY25-26 is also included in the Scope of Work for current FY.*
2. *Any other Incidental work during the Contract period as specified by IRFC from Time to Time.*

**<<<<On the letterhead of the Bidder>>>>**

**(Agency Profile)**

*A brief description of the bidder's organization and an outline of specialization and other material information about the organization*

Signature of Authorized Signatory:

Name of the Signatory:

Date:

Place:

Firm's Name& Seal

**Annexure-2**

**<<<<On the letterhead of the Bidder>>>>**  
**(Turnover, Partners & their Experience in CA firm)**

vi. *Brief detail of partners of the bidder organization*

<i>S.No</i>	<i>Partner's Name</i>	<i>Qualification</i>	<i>Membership Number</i>	<i>Number of years of experience</i>	<i>Experience/ Specialization</i>
<i>1</i>					
<i>2</i>					
<i>3</i>					
<i>4</i>					
<i>5</i>					
<i>6</i>					

vii. *Average annual turnover of the organization of the firm for the last three years (2023-24, 2022-23 & 2021-22) is Rs. \_\_\_\_\_ Crores*

Signature of Authorized Signatory:  
Name of the Signatory:  
Date:  
Place:  
Firm's Name& Seal

**<<<<On the letterhead of the Bidder>>>>**

To  
IRFC  
New Delhi

Sir,

The following is the Office Address (Head or Registered Office) & its contact number is being provided for participating in this Bid, as compliance.

Details :

HO or Registered Office Address -:  
Telephone No -:  
Mobile No -:  
Fax No. -:  
E-Mail ID -:

Signature of Authorized Signatory:  
Name of the Signatory:  
Date:  
Place:  
Firm's Name& Seal



**<<<<On the letterhead of the Bidder>>>>**

To  
IRFC  
New Delhi.

Sub : Submission of Copy of Certificate of Incorporation of the Firm

Sir,

Please find Copy of Certificate of Incorporation of the Firm is being attached in GEM portal, as compliance.

Signature of Authorized Signatory:  
Name of the Signatory:  
Date:  
Place:  
Firm's Name& Seal

**Annexure – 5**

**Experience as specified in Section-3 (Instructions to Bidders)  
Eligibility Criteria for Service Providers (Tabular Serial No-5, Experience)**

**<<<<On the letterhead of the Bidder>>>>**

We hereby confirm that the firm have experience of working with the companies, who have Tally/ ERP/Customized Financial Management Systems.

Signature of Authorized Signatory:

Name of the Signatory:

Date:

Place:

Firm's Name& Seal

**<<<<On the letterhead of the Bidder>>>>**

**To  
IRFC  
New Delhi**

**Sir**

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

1. MSME (if applicable)
2. GST
3. PAN Number
4. Bank Details of Firm (Mandate Form)

Signature of Authorized Signatory:

Name of the Signatory:

Date:

Place:

Firm's Name& Seal

## **UNDERTAKING**

### **UNDERTAKING ON COMPLIANCE OF TENDER REQUIREMENTS ALONG WITH TERMS & CONDITIONS (To be submitted on company's/firm letter head)**

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.

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 minor changes as per prevailing IRFC requirements at the time of signing of contract.

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 the copy of the requisite Certificate as per Tender document by IRFC, is the true copy.

I/We hereby undertake that I/We understand that IRFC reserves the right to float a separate tender for the scope of work and requirements as mentioned in the respective Chapter of this tender irrespective of the outcome of this tender. I/We understand that in such a case I/We shall 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 Six (06) calendar months 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 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 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 penalty as per tender terms and conditions.

I/We hereby solemnly declare and affirm 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 three years and there has not been any work cancelled against myself/ourself for poor performance.

I/We understand that at any stage during the tenure of the contract if it is found that any statement or document submitted by I/We 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.

**Note :** If Contract is awarded to successful Bidder, then bidder shall furnish the same on Rs.100 stamp paper issued in Delhi duly notarized and signed by the authorized signatory of the bidder.

Signature of Authorized Signatory:

Name of the Signatory:

Date:

Place:

Firm's Name& Seal

**<<<<On the letterhead of the Bidder>>>>****PARTICULARS FOR AWARD OF CONTRACT OF PROFESSIONAL CA FIRM AS IND (AS) CONSULTANT – PRICE BREAK-UP FORMAT**

**To,**  
**Indian Railway Finance Corporation Limited**  
**UG-Floor, East Tower, NBCC Place,**  
**Bhisham Pitamah Marg, Lodhi Road,**  
**Pragati Vihar, New Delhi-110003**

Dear Sir/Madam,

We hereby submit our Financial Bid as per proposal reference no. \_\_\_\_\_ **Dated** \_\_\_\_\_. We unconditionally agree to abide by the Terms & Conditions specified therein.

Sl No	Contents	Amount (in Rs.)
1	<b>Scope of Work (Section-5 of IRFC ATC)</b>	
	Cost for 01 Year excluding GST	
	Cost for 03 Years excluding GST	
	Applicable GST (Rs.) (Note : Applicable rate on the closing date of this bid)	
	<b>Grand Total for 03 Years including GST</b>	
<b>In Words</b>		

Note :

- The offer rate is fixed for a period of Three years which includes all i.e., out of pocket expenses, statutory duties, service charge (if any), resource persons (if need be) etc.,
- While quoting GST rate in this Tender, applicable GST (before closing date of tender) may be computed. However, applicable GST is payable over & above on the quoted price at the time of releasing payment only after successful clearance (satisfactory report) given by IRFC indenting section based on payment terms.
- In GEM portal : Price BID Break-up format is only for understanding of Buyer (IRFC) only and will not be considered during Technical Evaluation process, if uploaded by Bidder i.e., no rejection of Bidder in this case. However, this price bid shall be part of Contract and bidders are advised to fill their offer rate in GEM portal platform logically.

I/we hereby certify that all the particulars given above are correct and true to the best of my/our knowledge.

In case at any stage, it is found that that the information given by me/us is false/incorrect, IRFC shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

Signature of Authorized Signatory:  
 Name of the Signatory:  
 Date:  
 Place:  
 Firm's Name& Seal

**<<<<On the letterhead of the Bidder>>>>**

If Yes, the bidder should declare whether any partner/employee of the firm has any relation with any employee working in IRFC, and, if so give the name of the employee and the relationship, and also whether any of them has a relationship within the meaning of Section 2(77) of the new Companies Act 2013, with any of the Directors of IRFC, and as well as with the Statutory Auditors (M/s OP Totla & Co., 302, Alankar Point, Geeta Bhawan Square, A.B. Road, Indore – 452001) and Internal Auditors / Consultants(M/s UCC & Associates LLP, 1315, Ansal Tower 38, Nehru Place New Delhi : 110019) of IRFC.

If No, I/we hereby confirm that any partner/employee of the firm has no relation with any employee working in IRFC and clearly aware of provisions of Companies Act, 2013 or applicable rules from Time to Time and does not have any relation with the Statutory Auditors (M/s OP Totla & Co., 302, Alankar Point, Geeta Bhawan Square, A.B. Road, Indore – 452001) and Internal Auditors / Consultants(M/s UCC & Associates LLP, 1315, Ansal Tower 38, Nehru Place New Delhi : 110019) of IRFC.

**Note : Please confirm anyone of the above clauses.**

Signature of Authorized Signatory:

Name of the Signatory:

Date:

Place:

Firm's Name& Seal



**Undertaking**

**(on Company's/Firm letter Head)**

I/We hereby undertake that:

- a) There has not been any disciplinary action initiated and standing by ICAI or any other regulatory authority against the firm during the last five years (i.e. FY 2020-21 to FY 2024-25).
- b) None of the partners / employees has been convicted for insider trading/ economic offence/ any other offence of similar nature.
- c) No appeal/unresolved dispute/suit/case is pending at any court in India regarding the right to carry on practice against any of the partners

**Note :** If Contract is awarded to successful Bidder, then bidder shall furnish the same on Rs.10 stamp paper issued in Delhi duly notarized and signed by the authorized signatory of the bidder.

Signature of Authorized Signatory:

Name of the Signatory:

Date:

Place:

Firm's Name& Seal

### Bid Corrigendum

GEM/2025/B/6252252-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

#### Buyer Added Bid Specific Additional Terms and Conditions

1. **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
2. **Text Clause(s)**
  1. Please refer to Section-3 of Eligibility Criteria (IRFC ATC Document) regarding Average Annual Turnover of the Firm for the last three years should be minimum Rs.10 Crores. This clause shall override GEM Clause of minimum Average Annual Turnover of the bidder for Three years of Rs.78 Lakhs i.e., Rs.10 Crore shall override Rs.78 Lakhs.
  2. Please refer to Section 3 of Eligibility Criteria (IRFC ATC Document) regarding Experience (Table serial No 5) which shall override GEM clause of "Years of Past Experience required for Same/similar service of 05 years.
  3. Bidders who feel that they are "exempted from EMD" under relevant applicable clauses, please upload supporting documents including applicable Govt guidelines/rules, for consideration of the same. However, IRFC shall take necessary steps as per GEM GTC/IRFC ATC/GEM Customer support (if need be) etc.,
3. **Text Clause(s)**

Revised ATC is being Issued as Corrigendum for compliance by Bidders. Annexure-9 (Price Break-up Form at) is as per IRFC Scope of Work (Section-5). Please Quote the Offer Price in GEM portal logically.
4. **File Attachment** [Click here to view the file.](#)

### 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.

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)