



बिड संख्या/Bid Number: GEM/2026/B/7230209

दिनांक /Dated: 12-02-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-02-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-02-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Railways Public Sector Undertakings
संगठन का नाम/Organisation Name	Indian Railway Finance Corporation Limited
कार्यालय का नाम/Office Name	New Delhi
वस्तु श्रेणी /Item Category	Hiring of Consultants - Milestone/Deliverable Based - Lenders Legal Counsel; Legal; No; Hybrid(As specified in scope of work)
अनुबंध अवधि /Contract Period	6 Month(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Single Packet Bid

बिड विवरण/Bid Details

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

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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Limited Tender

Limited Tender Applicable	Yes
Reason	The competent authority in the Ministry or Department has certified that the demand is urgent, and any additional expenditure involved by not procuring through advertised tender enquiry is justified in view of urgency. The Ministry or Department has placed on record the nature of the urgency and reasons why the procurement could not be anticipated.
List of Seller Organization for participation	***** , ***** , ***** , ***** , ***** , ***** , ***** , ***** , *****

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

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

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

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Extendability of contract requirement:As per IRFC policy

Last 3 years average business revenue from consulting:NA

Number of Consultants on payroll of firms:NA

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

Scope Of work:[1770902003.pdf](#)

Profile of Consultants:[1770902007.pdf](#)

Payment Terms:[1770902012.pdf](#)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Satish Chandra Srivastava	110003,INDIAN RAILWAY FINANCE CORPORATION LTD UG FLOR, EAST TOWER , NBCC PLACE, BHISHAM PITAMAH MARG , PRAGATI VIHAR, LODHI ROAD, NEW DELHI	Project / Lumpsum Based	N/A

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

1. Generic

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

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Financial BID :- As per Form-1 of IRFC ATC Document, bidders are advised to fill in the required details logically and correctly in the GeM portal at Financial Stage.

FORM 1 -: Price Bid

(On Firm's Letter Head)

Description	Lump-sum Price (INR) & in Words (in clusive of applicable taxes)
Legal services as per scope of work	

Note/Undertakings:

- We confirm that I/we are empanelled as Category-A firm (as on the date of tender) with IRFC in its panel
- All prices to be quoted in Indian rupees only
- We agree to the entire scope of work and deliverables given above. No proposal for deviation / part scope of work will be considered
- IRFC will not be required to pay and/or reimburse anything over and above the price quoted. Further, the bid price shall be deemed to be inclusive of all other charges required for satisfactory completion of work as per scope, timelines and terms & conditions etc. No escalation for any reason whatsoever shall apply over and above the bid price till completion of the assignment.
- We have completely read and understood the Bidding Document. The Financial Proposal submitted is unconditional and fulfils all the requirements of the Bidding Document.
- We understand that financial bid with condition(s) or alternate price bid will be summarily rejected.
- The offer is valid for a period of 60 days from the date of submission of Bid.
- In case of discrepancy in offer price in figures and words, the offer price quoted in words shall prevail.

- ds shall prevail.
- i) IRFC reserves the right to cancel the assignment at any point of time without giving any reason to the bidders/successful bidders. In case of cancellation of the assignment after appointment of the successful bidder and start of work, the fees shall be paid based on actual work performed subject to adequate backs up being provided by such party.
 - j) The fees shall be released in accordance with Terms of Payment (Section 4) as detailed above.
 - k) Payment of the fees to appointed party shall be subject to all tax laws/deductions applicable in India

Signature of Authorised Signatory:

Name of the Signatory:

Date:

Place:

Company Name & Seal:

अस्वीकरण/Disclaimer

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

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

template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.

17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

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

---धन्यवाद/Thank You---

Bid Invitation for 'Engagement of Lender's Legal Counsel (LLC) for IRFC (from empaneled Category-A law firms) in relation with Financing of a Metro Project

IRFC invites bids from Category-A law firms empaneled with IRFC for the appointment of Lender's Legal Counsel for providing legal services to IRFC in relation in relation with Financing a Metro Project.

a)	Start Bid Date & Time	As notified on the Gem Portal
b)	Close Bid Date & Time	February 18 th at 1600 hours
c)	Type of BID/Evaluation	Limited Tender to Empanelled Vendors (Category-A Law Firms) under GEM Single Packet mode with Financial Bid Evaluation only (i.e., Total Value Wise).
d)	Financial Bid Opening	The Financial Bid will be opened only for firms empanelled with IRFC as Category-A and that agree to the entire scope of work. Consideration of Financial Bids will be subject to negotiation with the L1 bidder (if any) and acceptance of the bid by IRFC.

Note:

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

BID INVITATION

1. Introduction

1.1 About Indian Railway Finance Corporation

Established in 1986 as the dedicated financing arm of the Ministry of Railways, IRFC has played a pivotal role in strengthening India's rail infrastructure by mobilising resources at competitive rates. Recently accorded 'Navratna' status, the company is expanding its role as a diversified infrastructure financier within the railway ecosystem, with a mandate covering projects that have forward and backward linkages with railways, such as power generation and transmission, mining, fuel, coal, warehousing, telecom, hotels and catering, metro rail, freight corridors, ports, multimodal logistics etc.

1.2 Objective of the Tender

IRFC wishes to engage a Law firm from its Category A Panel, having experience and proficiency in the scope of work (as detailed below) to act as LLC for a for carrying out legal due diligence and loan documentation in relation to its financing of a Metro Project. The LLC would advise on and implement legal and structural protections designed to provide assured and predictable debt-servicing comfort for it's exposures on the following terms and conditions ("Assignment"). The assignment pertains to a single project. Bidders are required to submit a consolidated fee quote.

2. Eligibility

The firm should be empanelled (as on the date of tender) with IRFC as Category- A firm in its panel. An undertaking to this effect is being confirmed in the price bid. The firm should be submitting the bid on its own and not in consortium with any other firms.

3. Scope of Work

The tentative scope of work of the Law Firm advising the IRFC in connection with the above-mentioned Project shall include, but not be limited to, the following:

i) Transaction Structuring

- Advise on overall deal and finance structuring
- Recommend and advise on the security structuring for the transaction, such as development of a performance-based Service Level Agreement (SLA), and assess the feasibility and structuring of a pre-funded Liquidity Support Facility (LSF)/ RBI backstop and other adequate Security cover.
- Identify potential legal or regulatory issues that could affect IRFC's security and recommend mitigants

ii) Legal Due Diligence: Conduct comprehensive legal due diligence on the Project, promoters, its assets and relevant contracts to identify material legal, regulatory, and contractual risks,

assess existing and potential mitigants, and provide recommendations in the form of a Legal Due Diligence Report (LDDR) to safeguard and protect IRFC's interests

iii) Drafting & Negotiation of Financing Documents

- Draft and review the Sanction Letter for laying down and outlining the terms and conditions of the financing
- Drafting various corporate authorisations (i.e., resolutions) in terms of the Sanction Letter and as required otherwise.
- Draft, review, and negotiate performance-based Service Level Agreement (SLA)/ DSRA documentation/ Liquidity Support Documents/ Govt. Guarantee/any other security
- Draft and review the facility agreement
- Support execution, stamping, registration, and notarisation and assist with post-closing filings and security perfection (ROC, CERSAI, Sub-Registrar).
- To furnish final report on tenability, validity & enforceability of documents and perfection of charges and creation of securities etc.

4. Terms of Payment:

The payment to the agency under the contract shall be released after achieving the milestones to the satisfaction and acceptance thereof by IRFC in the following manner:

Milestone	Payment%	Description
Submission of Legal Diligence Report & Draft Sanction Letter	30%	Submission of comprehensive due diligence report including red flags, approvals, key contracts, litigation, insurance, and regulatory compliance. Drafting and submission of the Sanction Letter for laying down and outlining the terms and conditions of the Loan
Submission of Draft Transaction Documents	50%	Drafting and submission of loan agreements, security documents, supporting agreements, CP, pre-disbursement conditions checklist, etc.
Completion of transactions and submission of closing opinion	20%	Execution of documents, issuance of final legal opinion, final checklist, and full documentation binder

Note: The quoted lump sum fee (as per Form-1) which is accepted by IRFC shall be inclusive of all **applicable taxes and costs**. IRFC will not pay or reimburse any amount over and above the quoted price.

5. Time Schedule:

The assignment is to be completed within a period of 30 days, in a time bound manner from either the date of issuance of GeM contract order or as per timelines as required by IRFC as the case maybe and the timelines may be further extended/reduced by IRFC.

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

In case of any dispute, the decision of the Tender Accepting Authority /IRFC shall be final and binding.

6. Submission of Bid:

Since this tender is limited to empanelled category-A firms, only Financial Bids shall be submitted in online mode using the GeM Portal before the due date and time.

Note:

- a) The firm should be empanelled (as on the date of tender) with IRFC as Category- A firm in its panel.
- b) Participation in Bidding process is construed as Acceptance of all terms & conditions of this tender including Scope of Work. The Firm is agreed to comply & accept the entire scope of work and deliverables given above. No proposal for deviation / part scope of work will not be considered in any case.
- c) The "Price Bid" should contain the price offer for the services as per format provided at **Form-1** of Bid Document confirming the **acceptance of all the undertakings** stipulated therein and the same may be filled-in at GeM portal platform logically.

7. Opening and Evaluation of Financial Bids:

a) Financial Bid Opening

The only Financial Bid shall be opened & considered in GEM portal since the participating bidders are category-A empanelled firms of IRFC.

b) Financial Bid Evaluation

The assignment shall be awarded to the bidder quoting the lowest price (L1) in Indian Rupees (including applicable taxes), without any conditions or alternative price bids, subject to price justification and/or negotiations with the L1 bidder, if required, and the final decision of IRFC in accordance with applicable GeM guidelines and the IRFC's procurement policies, as amended from time to time. Any conditional financial bid shall be liable to rejection outright.

8. Validity of Bid:

Bidders shall keep their bids valid up to 60 days (Sixty) days from the date of opening of the Financial Bid. The bidder may be required to further extend the validity of Bid as per the requirement of IRFC.

9. Other Conditions:

- a) The bidder shall submit the Offer as per the IRFC format & same may be filled in the GeM portal (lump sum professional fees to be charged) by the Lender Legal Counsel (inclusive of

all expenses and applicable taxes) to render services as per the terms and conditions under this Tender.

- b) IRFC shall have the sole discretion to reject any/or all the bids received or annul the entire bidding process at any time without assigning any reason, until and unless a formal letter of engagement is issued to the successful bidder (and the same is duly accepted by the counterparty) to perform the instant Assignment.
- c) The financial proposal with condition(s) or alternate price bid will be summarily rejected.
- d) Lender's Legal Counsel shall maintain strict confidentiality about the affairs of IRFC and shall not disclose any information about IRFC to any outside person.
- e) All claims shall be raised by the LLC as per the terms of payment (Para 4) and would be accepted for payment based on satisfactory progress and quality of work at the sole discretion of the Competent Authority of IRFC.
- f) In case there is a delay by the LLC in accomplishing the work which in the opinion of IRFC is attributable to the LLC, IRFC reserves the right to get such specific work(s) done through any other firm(s) at the risk and cost of the LLC for timely completion of the work. In such cases IRFC shall take appropriate course of action including but not limited to blacklisting, debar from future tenders and raise of incidents in GeM Portal.
- g) The LLC shall keep IRFC, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by IRFC or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the selected LLC, or its personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance.
- h) IRFC reserves the right to ask with respect to tender requirements for additional document/information at any stage of bidding and evaluation.
- i) Earnest Money deposit is not applicable in this tender
- j) Security Deposit / ePBG for Performance Security is not applicable in this tender

10. General Terms:

- a) Tenders are not transferable. The IRFC reserves the right to reject any or all of the tenders in part or full at his sole discretion without assigning any reasons.
- b) A prospective bidder requiring any clarification of the bidding documents shall contact the IRFC in writing at the e-mail address of bdirfc@irfc.co.in or procurementcell@irfc.co.in before BID end date only.
- c) The parties interested in responding to this Tender must submit their bids online using GeM portal in the prescribed formats along with all necessary documents and information requested herein.
- d) Bids against this Tender shall be received only electronically through the GeM Portal. No bids shall be accepted in hard copy or in any other form.
- e) Conditional bids/offers will summarily be rejected. Also, the bids which are not conforming to terms and conditions of the bid document are liable for rejection out rightly.
- f) 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.
- g) IRFC reserves the right to reject the bid if found to have been blacklisted in any work assigned by the IRFC/Another PSU/Govt. entity earlier which was not completed within the prescribed

period, or 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.

- h) IRFC may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Final decision shall vest with IRFC.
- i) If the Bidder/s deliberately give/s wrong information in their tender, create/s circumstances for the acceptance of their tender, IRFC reserves the right to reject such tender at any stage and the bidder shall be debarred from taking part in future project for a period of three years.
- j) Submission of tender implies that he/they has/have made himself/themselves aware of scope of work to be done, and generally all necessary information as to the risks/contingencies and other circumstances which may influence their costs and no extra charges consequent on any misunderstanding/misconception shall be allowed. Buyer shall construe that Bidders has accepted all terms & conditions of tender by submission & participation in bidding process.
- k) Canvassing in connection with tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
- l) Upon receipt of the GEM Contract, the successful bidder shall consult and coordinate with the concerned section (IRFC) to obtain the exact requisition from time to time and complete all post-tender formalities.
- m) In the event of any ambiguity or need for clarification, IRFC reserves the right to determine the appropriate course of action and enforce the relevant provisions, including but not limited to IRFC ATC, GEM SLA, GEM GTC, and applicable rules. IRFC may also take any other measures deemed fit in line with the requirements of the Corporation. Instructions issued by IRFC shall prevail in all such cases and shall be adhered to as and when communicated. The decision of IRFC in this regard shall be final, conclusive, and binding on all concerned parties.
- n) IRFC reserves the right to make additions/alterations to and/or amend the terms and conditions of the contract at any time, without basically effecting the core of the contract
- o) In case of any clarification, ambiguity, overriding provisions, waiver instructions, or related matters etc., during currency of contract period, IRFC (TAA) reserves the sole right to take the final decision. Such decisions shall be binding on all concerned parties and applicable under all circumstances.

Dispute Redressal Mechanism:

- a) In case of any dispute, differences or controversy of whatsoever nature between the parties however arising under or in relation to this contract, the dispute shall in the first instance be attempted to be resolved amicably through discussions / negotiations/ between the authorized officers of the parties.
- b) IRFC shall decide the course of Action for proceeding the redressal mechanism as per applicable rules prevailing from time to time in the interest of the company (IRFC) & towards resolving the said matter, Competent Authority (IRFC) decision shall be final & binding in all circumstances on the said matter from time to time.

Exclusion of liability: IRFC shall not be liable to the firm for any loss or liability arising out for in connection with the performance of the above services for loss, revenues, business, anticipatory savings or profits or any indirect or consequential loss howsoever arising.

Force Majeure: - Neither party shall be held liable for failure to perform its obligations under this contract if such failure to perform its obligations is prevented, hindered or delayed by a Force Majeure, event or circumstance (whether of the kind described herein or otherwise).

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

If either party becomes aware of any circumstances of force majeure which give rise to any such failure or delay, or which appear likely to do so, that party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other party of the period for which it estimates that the failure or delay will continue.

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

Event of Default: In the event of defaults mentioned hereunder, IRFC may issue a notice of 15 days to the bidder to remedy or make good such breach and in spite of such notice in writing, the bidder fails to remedy the breach, it shall be lawful for the IRFC to terminate the contract. The decision of IRFC shall be final and binding on the bidder.

- i) Breach of any of the terms or conditions or obligation of Contract on part of bidder/ his employees/ agents
- ii) The IRFC at their discretion may call for any record to satisfy themselves regarding service provided to the IRFC. Bidder shall provide every help/document related to the IRFC, failing which it may amount to breach of condition of the contract.
- iii) The bidder being adjudged bankrupt/insolvent.
- iv) Repudiation of agreement by bidder or otherwise evidence of intention not to be bound by the agreement.
- v) Persistent closure of business by bidder for consecutive 45 days or more in any business year.
- vi) Failure to adhere to any of the due dates for service specified by in the contract.

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

FORM 1 -: Price Bid

(On Firm's Letter Head)

Description	Lump-sum Price (INR) & in Words (inclusive of applicable taxes)
Legal services as per scope of work	

Note/Undertakings:

- a) We confirm that I/we are empanelled as Category-A firm (as on the date of tender) with IRFC in its panel
- b) All prices to be quoted in Indian rupees only
- c) We agree to the entire scope of work and deliverables given above. No proposal for deviation / part scope of work will be considered
- d) IRFC will not be required to pay and/or reimburse anything over and above the price quoted. Further, the bid price shall be deemed to be inclusive of all other charges required for satisfactory completion of work as per scope, timelines and terms & conditions etc. No escalation for any reason whatsoever shall apply over and above the bid price till completion of the assignment.
- e) We have completely read and understood the Bidding Document. The Financial Proposal submitted is unconditional and fulfils all the requirements of the Bidding Document.
- f) We understand that financial bid with condition(s) or alternate price bid will be summarily rejected.
- g) The offer is valid for a period of 60 days from the date of submission of Bid.
- h) In case of discrepancy in offer price in figures and words, the offer price quoted in words shall prevail.
- i) IRFC reserves the right to cancel the assignment at any point of time without giving any reason to the bidders/successful bidders. In case of cancellation of the assignment after appointment of the successful bidder and start of work, the fees shall be paid based on actual work performed subject to adequate backs up being provided by such party.
- j) The fees shall be released in accordance with Terms of Payment (Section 4) as detailed above.
- k) Payment of the fees to appointed party shall be subject to all tax laws/deductions applicable in India

Signature of Authorised Signatory:

Name of the Signatory:

Date:

Place:

Company Name & Seal: