



बिड संख्या/Bid Number: GEM/2026/B/7223876

दिनांक /Dated: 12-02-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-02-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-02-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (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 - Appointment of Agency for Appraisal of the Projects proposed to be funded by IRFC other than Ministry of Railways; Appointment of Agency for Appraisal of the Projects proposed to be funded by IRFC..
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
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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

बिड विवरण/Bid Details

दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
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	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	45930

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document 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.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

INDIAN RAILWAY FINANCE CORPORATION LTD
UG FLOOR,NBCC EAST TOWER ,LODHI ROAD DELHI 110003
(Indian Railway Finance Corporation Ltd)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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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.

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

Last 3 years average business revenue from consulting:Please refer to IRFC ATC

Number of Consultants on payroll of firms:Please refer to IRFC ATC

Number of projects completed in India having similar scope & size of proposed project under hiring:Please refer to IRFC ATC

Scope Of work:[1770876942.pdf](#)

Profile of Consultants:[1770876947.pdf](#)

Payment Terms:[1770876951.pdf](#)

Hiring Of Consultants - Milestone/Deliverable Based - Appointment Of Agency For Appraisal Of The Projects Proposed To Be Funded By IRFC Other Than Ministry Of Railways; Appointment Of Agency For Appraisal Of The Projects Proposed To Be Funded By IRFC.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Appointment of Agency for Appraisal of the Projects proposed to be funded by IRFC other than Ministry of Railways
Consultant's Profile	Appointment of Agency for Appraisal of the Projects proposed to be funded by IRFC other than Ministry of Railways
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)
एडऑन /Addon(s)	

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

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

No

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

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/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. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

3. Buyer Added Bid Specific ATC

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

4. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

5. 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

6. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. EMD to be paid through Online mode only.
2. Security Deposit (Contract Performance Gaurantee) to be given by Successful Bidder. Please refer to IR FC ATC.
3. This GEM Contract Tender refers to Rate Contract Only. The placement of Rate Contract/GEM Contract doesnot gaurantee placement of Covering Orders for Appraisal Assignments.
4. **Financial BID :-** As per Annexure-7 of IRFC ATC Document, bidders are advised to fill in the required details logically and correctly in the GeM portal at Financial Stage. The total lump-sum cost for the project includes a tentative quantity of Six covering orders which is taken for computation purpose only. The cost of each individual covering order will be calculated from the total lump-sum cost of the project.

The total anticipated quantity (assignment/covering orders) may be upto Six (tentative) only. Quantity (covering orders) can be from zero to maximum Six (06). However, IRFC at this point of time gives no commitment on number of expected projects appraisal assignments (covering order) to be awarded in this RFP.

Annexure-7

PRICE SCHEDULE (Break-up) Format (On Firm/Lead Member's Letter Head)

Tender for appointment of agency for 'appraisal the projects proposed to be funded by IRFC

Description	#Rate of One Covering Order (Project Appraisal) [A]	Tentative Quantity of Project Appraisal [B]	Lump-sum Price (INR) excluding GST (Total Cost of the project) [C = A*B]
Consultancy services as per scope of work	Rs.	06*	
Lump-sum price (INR) in words....			

*Quantity of Covering Order (Project Appraisal) is tentative and is taken for computation purposes only.

#Rate Quoted for One Covering order (project appraisal).

- a. All prices to be quoted in Indian rupees only.
- b. The quoted Rate should be inclusive of all out-of-pocket expenses and any other incidental expenses.
- c. The quoted Rate should be exclusive of GST. All other taxes are to be borne by the bidder
- 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. However, the applicable Goods and Service Tax (GST) shall be payable over and above the quoted price at applicable rates on the date(s) of payment(s).
- e. The price is FIRM with no escalation till completion of the Assignment
- f. We have completely read and understood the Bidding Document. The Financial Proposal submitted is unconditional and fulfils all the requirements of the Bidding Document.
- g. We understand that financial bid with condition(s) or alternate price bid will be summarily rejected.
- h. The offer is valid for a period of 180 days from the date of submission of Bid.
- i. In case of discrepancy in offer price in figures and words, the offer price quoted in words shall prevail
- j. Bidders are strictly advised not to upload/indicate any details of their Price Offer/Bid in the Technical Stage. Any such disclosure in the Technical Bid stage may lead to rejection of the bid.
- k. IRFC reserves the right to seek price justification wherever necessary.

Signature of Authorized Signatory:

Name of the Signatory:

Date:

Place:

Company Name & Seal:

Phone:

Email:

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8. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

INDIAN RAILWAY FINANCE CORPORATION LTD

Account No.
054805000358
IFSC Code
ICIC0000548
Bank Name
ICICI BANK
Branch address
NBCC NEW DELHI

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

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---



OPEN-TENDER NOTICE

Bid Notice No./Project Appraisal/2025-26/01

Date: Feb 2026

Indian Railway Finance Corporation Limited (IRFC or Company), is a Navratna Public Sector Enterprise under the administrative control of 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). Since recently, IRFC is exploring opportunities for lending to other sectors, therefore, proposes to take services of external agencies for appraisal of such projects. IRFC, hereby, invites bids for **Appointment of an agency for the appraisal of projects proposed to be funded by IRFC (Other than MoR)** for a period of Six (06) months, with individual covering orders per single assignment (if awarded during the contract) which would be for a maximum duration of One (01) month each. Quantity (covering orders) can be from zero to maximum Six (06). However, IRFC at this point of time gives no commitment on number of expected projects appraisal assignments (covering order) to be awarded in this RFP. GeM Contract Order is a **Rate contract** for a period of Six (06) months. The placement of Rate Contract/GeM Contract does not guarantee placement of covering orders for appraisal assignments.

The Bid Document can also be downloaded from GeM. No tender form is proposed to be issued in physical form from the office of IRFC and the potential bidders would have to download the same from GeM and the same has to be filled on GeM Portal. No tender document cost is proposed to be levied.

The Rate quoted by the bidder shall be for one assignment (covering order) only as per Scope of Work defined in this RFP with respect to project appraisal and Lumpsum cost arrived for tentative quantity of Six (06) which is taken for computation purpose only. The same Rate

shall be fixed for each covering order basis and would be paid on per-assignment (covering order) basis subject to satisfaction of IRFC. IRFC at this point gives no commitment on number of expected project appraisal assignments to be awarded to the agency (successful bidder).

The Bidders shall pay Deposit of INR **45,930/-** towards EMD through online mode (NEFT/RTGS – IRFC Bank Account) in favour of Indian Railway Finance Corporation Ltd, payable at New Delhi and Copy of Transaction details (UTR Number & Date, Annexure-6) need to be uploaded in GEM portal, for verification of Buyer. Bids without EMD will be summarily rejected. In case any bidder claims exemption from submission of EMD, the same shall be governed by the provisions of GeM General Terms and Conditions (GTC). Such claims must be duly supported with relevant documents, which are required to be uploaded on the GeM portal at the time of bid submission.

Interested Firms are requested to go through the Instructions, Scope and Eligibility Criteria etc. carefully given in the Bid Document. The complete Bid Document along with all the Annexures and relevant documents duly signed and sealed as a token of acceptance of all terms and conditions should be submitted on GeM portal :

“BID NOTICE NO.: /Project Appraisal/2025-26/01 dated Feb 2026” and the words EMD, Technical Bid & Financial Bid – IRFC for appointment of an agency for appraisal of the projects proposed to be funded by IRFC (other than MoR)” shall be made (BID) through GEM portal only while addressing (if any) to Manager (Fin.), Indian Railway Finance Corporation Ltd. UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Pragati Vihar, Lodhi Road, New Delhi-110003, wherever applicable, should be submitted before BID Closing BID End date. Mode of submission of BID shall be in GEM portal only. Applications received through Fax or Email will not be considered. Any application received after the stipulated date and time, due to any reason whatsoever will be rejected.

Tender Information

Work item title/ description	Appointment of an Agency for appraisal of the projects proposed to be funded by IRFC (other than MoR)
Mode of tendering	Open Tender (Two-Packet system)
Cost of Tender Document	Nil
Bid release date	As per GEM portal
Last bid submission date	As per GEM portal
Date of opening of technical bid	After BID End date in GEM portal
Date of opening of financial bid	Price bid shall be opened only of technically qualified bidders
Location of bid submission/ opening	In GeM portal only
Tender category	Services
EMD Fee	The Bidders shall pay Deposit of INR 45,930/- towards EMD through online mode (NEFT/RTGS – IRFC Bank Account) in favour of Indian Railway Finance Corporation Ltd, payable at New Delhi and Copy of Transaction details (UTR Number & Date, Annexure-6) need to be uploaded in GEM portal, for verification of Buyer. Bids without EMD will be summarily rejected. In case any bidder claims exemption from submission of EMD, the same shall be governed by the provisions of GeM General Terms and Conditions (GTC). Such claims must be duly supported with relevant documents, which are required to be uploaded on the GeM portal at the time of bid submission.
Bid validity days	180 days
Address & E-mail for correspondence/ clarifications before Bid End date	Address: IRFC – BD Section, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Pragati Vihar, Lodhi Road, New Delhi-110003 E-mail: bdirfc@irfc.co.in

Note:

- i) Official tender documents have to be downloaded from [GEM](#) on the above website for participation in the tendering process
- ii) The Bidder shall bear all costs associated with the preparation, submission of bid, participation in bidding process
- iii) IRFC reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever.
- iv) IRFC reserves the right to verify/confirm all original documentary evidence including references and clients as submitted by bidders in support of eligibility/evaluation criteria.

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1. Introduction

1.1. About Indian Railway Finance Corporation

Indian Railway Finance Corporation (IRFC) is the dedicated market borrowing arm of the Indian Railways, Government of India Enterprise, under the Ministry of Railways (MoR). The Company finances acquisition of rolling stock assets along with providing funds for building infrastructure for Railways. The primary objective of IRFC is to meet the 'Extra Budgetary Resources' (EBR) of the Indian Railways through market borrowings at the most competitive rates. IRFC remains committed to stakeholder value, railway-centric development, and nation building. IRFC is firmly positioning itself as the one-stop financing partner for railway ecosystem entities, committed to nation building and stakeholder value creation.

Over the last four decades of the Company's existence, it has played a significant role in supporting the capacity enhancement of the Indian Railways by financing a notable proportion of its annual plan outlay. The positive externalities and the multiplier effect of investment in Infrastructure for economic growth is a well acknowledged and established fact and IRFC continues to play its role in nation building, by supporting the ever-growing developmental requirement of the Indian Railways and for activities having forward and backward linkage with Railways.

1.2. Objective of the Tender

The Indian Railway system has played an instrumental role in our country's economic progress by transporting a high level of passenger and freight in an energy efficient & cost-effective manner throughout its vast territory and thereby integrating markets, connecting communities, enabling productive investments and job creation. The strategic importance and advantage of railways aided by additional investments in rail infrastructure & technological innovations makes Indian Railways a propeller for such necessitated growth.

IRFC is now exploring the business avenues apart from disbursement to Indian Railways which is: ***“To finance and to provide financial assistance for those activities which have a forward and backward linkages for the railways such as power generation and transmission, mining, fuel, coal, warehousing, telecom, hotels and catering, etc.”*** Therefore, all projects having backward and forward linkage for railways are within the scope of IRFC’s mandate.

Accordingly, IRFC wishes to engage an Agency for the project appraisal of the various proposals (apart from MoR) under consideration for financing by IRFC. The Agency shall carry out the feasibility study of the technical, financial and all the other aspects of the project that need to be considered for identifying the viability of financing the project, for IRFC.

2. Scope of Work

The Agency shall be assisting IRFC through their independent project technical, financial and economic feasibility of the projects proposed to be financed by IRFC. The projects proposed to be financed by IRFC shall have forward or backward linkages with Railways. The agency shall be required to evaluate the proposed project and identify its suitability for financing by IRFC by covering all the aspects of the project, but not limited to the following:

- Promoters background/experience
- Cost of the Project and means of financing thereof
- Undertaking comprehensive appraisal covering technical feasibility, financial management, i.e., assessment of finance requirement and capacity to service debt, market study, and economic viability of the projects
- Availability of utilities, project location etc.
- Technical arrangements/Technical viability of the Project
- Market prospects/ demand and selling arrangements
- Environmental aspects
- Profitability projections and Cash flows for the entire repayment period of financial assistance

- Risk Assessment
- Submission of a presentation to the IRFC Board following the comprehensive appraisal of the project.

It be noted that utilization of services of the approved consultants/ consultancy organizations, shall be on merits and subject to the following conditions:-

- i) Appointment would not amount to any commitment on the part of IRFC to provide any professional assignment.
- ii) IRFC reserves the right to cancel the appointment at any time without assigning any reason for the same.

2.1. Due Diligence: Project Technical/ Engineering Review

The Agency would primarily be required to report / review based on project documents / secondary data etc. to establish the feasibility of the Project Design and robustness of methodology adopted for the project. A brief of the activities to be undertaken to assuage the technical robustness of the project:

- i) Review & comment upon the Conceptual Design of the proposed project
- ii) Review of adequacy & suitability of land and reasonability of cost, availability, accessibility, location etc.
- iii) Review of Agreements, statutory and non-statutory permits, approvals & clearances, licenses, insurances etc required for construction and operation of the project
- iv) Environmental and Social Issues, if any (including but not limited to impact due to changes in regulatory policies of local/State/Central Govt., etc)
- v) Review of Agreement with contractors detailing on know-how, engineering, procurement, construction, financial soundness and experience of contractors
- vi) Review of civil engineering, power supply, site condition, terrain assessment, standard of construction, electrical engineering, signalling & telecommunication system
- vii) Infrastructure availability & adequacy: Comment on infrastructure requirements such as land, road, energy etc. and their adequacy so as to perform as per design, including adequacy and quality of equipment being used at least for the tenure of the loan
- viii) Review of O&M Plan/Arrangements/Contracts
- ix) If required, Physical verification of capital expenditure, pre-operative expenses and utilization of funds brought in (of equity/unsecured loan) before the submission of the project appraisal report
- x) Review of adequacy of project schedule vis-à-vis the contract provisions for guaranteed completion, associated liquidated damages, other penalty amounts, mechanisms and their comparison with the likely loss of revenue for the project in case of their occurrence and additional mitigation measures required, if any.
- xi) Milestone based Construction schedule including review of mobilisation plan & recommendation for timely completion;

xii) Review of Drawdown schedule

xiii) Review of any other critical aspect, which may affect the implementation of the project

The above-mentioned list is indicative and not exhaustive. The Agency shall perform the technical review using parameters beyond the above mentioned list as well and comment upon the technical feasibility of the proposed project under consideration to be financed by IRFC.

2.2. Due-Diligence-Financial Review:

- i) The Agency should review the methodology adopted for establishing the commercial viability of the project, especially with regards to the potential market demand/ traffic projections for the proposed project in respect of volume and pattern
- ii) Review of the cost of the project including the cost of land & site development, building, plant & machinery, technical know-how & engineering fees, miscellaneous fixed assets, preliminary & preoperative expenses, contingencies, margin money for working capital.
- iii) Review the estimates and reasonability of the cost of the project with reference to various factors such as implementation period, inflation, various agreements etc.
- iv) Review the methodology and the suitability of underlying assumptions for profitability estimates, cash flow and projected balance sheet for the project and for the Project as a whole.
- v) Review the projections, of various financial ratios such as Debt -Equity ratio, Current ratio, Fixed asset coverage ratio, Gross profit, Operating profit, Net profit ratios, Internal rate of return(over the economic life of the project), Debt Service Coverage ratio, etc./ appraisal as prescribed in IRFC's Credit Policy to be worked out to ascertain financial soundness of the Project.
- vi) Review status of upfront equity infusion component by the promoters in line with T&C of sanction, availability of fund/ tie up of funds from other lenders/ promoters so as to maintain the required debt/equity/ promoter contribution ratio as envisaged in the approved project financing plan.

- vii) Analysis of utilization of equity / funds brought in prior to disbursement. It shall cover details about sources of funds brought in, its utilization under approved project heads and confirmation that funds brought in, have been utilized in the project
- viii) Review of the complete financial and cashflow projection, including the robustness of the underlying assumptions for such projections. Financial projections should be realistic with proper justification and based on latest available data. The components of financial ratios should be subjected to close scrutiny.
- ix) Review of Break-even analysis, sensitivity analysis of the project, fund flow and cash flow projections

2.3. Other Areas/Conclusion viz:

a. MANAGERIAL

- i) Financial standing and resourcefulness of the management.
- ii) Qualifications and experience of the promoters and key management personnel

b. Reasonability of Demand

- i) Market: Target market structure, general health of the industry, demand supply position
- ii) Reasonable demand projections keeping in view the size of the market, consumption level, supply position, export potential, import substitute, etc.
- iii) Competitors' status and their level of operation with regard to production and sales.
- iv) Technology advancement/ Buy-back arrangements, etc.

Reporting of any other related issue with the purpose of securing the interest of IRFC. The Agency shall which shall carry out the feasibility study of the technical, financial, economic and all the other aspects of the project that need to be considered for identifying the viability of financing the project. The Agency to provide its conclusive opinion on feasibility of financing the project by IRFC, along with details of special considerations, if any.

2.4. IRFC's Credit Policy

The Bidder is expected to carry out the project appraisal in accordance with IRFC's Credit/ Lending Policy, in addition to the scope as defined above. Further the assignment should be within the appraisal framework approved/to be approved and or changed from time to time by the board of IRFC.

3. Eligibility Criteria

IRFC intends to qualify/evaluate the bidders mainly on their project experience, professional & financial Strength.

The Bidders have to meet the following eligibility criteria for qualifying as a Project Appraisal agency and have to submit relevant documents in support of the same as below:

S. No.	Particulars	Documents to be submitted
a)	Firm shall be an LLP/Company/Association/Partnership Firm	Copy of MoA/AoA/ Certificate of Registration/ Incorporation/ Deed of partnership along with copy of PAN card & GSTN Registration/ LLP Agreement/Authority Letter (whichever is applicable)
b)	<p>Criteria for Financial Review</p> <p>i) Shall not suffer from any disqualification for being appointed as Auditor under Section 141 of the Companies Act 2013.</p> <p>ii) Shall undertake and declare that the firm or any of its Associates have not been convicted in the past 5 years (starting from FY 2020-21 till FY 2024-25) by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on its ability to undertake the Consultancy work</p> <p>iii) The bidding firm should not be banned / black-listed in past by any government / PSU entity in the past 5 years (starting from FY 2020-21 till FY 2024-25)</p>	<p>Affidavit from Authorized Employee of Company/Company Secretary/ Board Director/ Partner of firm confirming <i>For' i, ii and iii'</i></p> <p>On Format prescribed under Annexure 5 A & B (Affidavit).</p>

Based on satisfying the above minimum eligibility criteria **further technical and financial evaluation of the bid** would be done.

4. Method of Evaluation/ Evaluation Criteria

4.1. The evaluation of Agency/Firm will be based on the points marked for different capabilities. Marks for the required technical criteria will be awarded based on the information furnished by the proposing parties. Relative evaluation will be done among the bidders for evaluation. The decision of IRFC will be final and binding on all the bidders.

4.2. For consideration of the bid, the offer must qualify the minimum technical eligibility criterion for qualification and the technical points will be evaluated as brought out given in the table below.

4.3. Proposal shall be rejected if documents are not submitted to the satisfaction of IRFC and minimum technical eligibility criteria are not obtained.

4.4. The evaluation details are as under:

Technical Bid Evaluation Criteria

S. No	Description	Points
I	Relevant work experience of bidder	60
II	Engagement with Railway sector	10
III	Profile of Consultants- Technical & Financial	30
Total		100

I. Marking pattern for relevant work experience

Criteria	Marks	Documents to be submitted
<ul style="list-style-type: none">• Minimum work experience in consultancy domain for 5 years• Additional work experience (in years)	5 Points 1 Point for each additional year max up to 5 points Maximum Marks: 10	Self-Declaration of Firm (Annexure 2 of Formats)

<p>Average annual consultancy turnover during the last 3 financial years <i>FY 2022-23 to FY 2024-25</i> ≥ 100 crore.</p>	<p>10 points Each Additional 50 crore additional 1 points Maximum Marks: 20</p>	<p>CA Certificate supported by Balance Sheets clearly indicating turnover from consultancy</p>
<p>Completed/Ongoing Assignments in Infrastructure Sector (as per harmonized master list issued by Dept of Economic Affairs) that involves Feasibility Study/TEV Study/Project Appraisal/ DPR Preparation/ Detailed Design/ Project Management/ Supervision/ review of Detailed Design & Contracts/Technology Review/Due diligence/Review of project progress/Project Monitoring & Coordination from <i>FY 2022-23 to FY 2024-25</i> for Central/ State Government entities/ Undertakings</p> <ul style="list-style-type: none"> Executed 15 similar assignments 	<ul style="list-style-type: none"> 15 Points <p>For 1 Additional assignment 1 point additional Maximum Marks: 30</p>	<p>LoAs in case of Ongoing Assignments alongwith proof of last payment certificate linked with Milestone of assignment</p> <p>Completion Certificate in case of completed assignments</p>

II. Engagement (for assignments as defined above) with railway sector

Criteria	Marks	Documents to be submitted
<ul style="list-style-type: none"> • Experience of previous assignments with Railway sector (from FY 2022-23 to FY 2024-25) 	<p>Maximum Marks: 10</p> <ul style="list-style-type: none"> • 5 Marks for 1 Project • 10 marks for 2 or more Project 	<p>LoAs in case of Ongoing Assignments alongwith proof of last payment certificate linked with Milestone of assignment</p> <p>Completion Certificate in case of completed assignments</p>

III. Profile of Consultants/ Resource- Technical & Financial Experience (It may be noted that if any individual is both Technical & Financial professional, he/she should be counted for one of the two only and there shall be no double counting)

Criteria	Marks	Documents to be submitted
<ul style="list-style-type: none"> • Relevant education & Work Experience in Infrastructure Sector- Technical professionals with minimum 7 years' experience (shall be checked on self declaration basis) <ul style="list-style-type: none"> ○ 20 Technical professionals ○ More than 20 Technical professionals 	<p>10 Points (for 20 professionals)</p> <p>1 Point for each additional professionals</p> <p>Maximum Marks: 15</p>	<p>Self-Declaration of Firm (Annexure 3 of Formats)</p>
<ul style="list-style-type: none"> • Relevant education & Work Experience in Infrastructure Sector- Financial professionals with minimum 7 years' experience (shall be 	<p>10 Points (for 20 professionals)</p>	<p>Self-Declaration of Firm (Annexure 4 of Formats)</p>

checked on self declaration basis) <ul style="list-style-type: none"> ○ 20 Financial professionals ○ More than 20 Financial professionals 	1 Point for each additional professional Maximum Marks: 15	
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It be added that: The firm shall provide any additional documents as may be requested from time to time under Clarification Tab which is available in GEM portal.

Bidders obtaining 65 marks (Cut-off) or more would be regarded as technically qualified Bidders, to proceed further.

IRFC reserves the right to complete the evaluation based on the details furnished by the bidders.

c) Financial Bid Evaluation Criteria (Second-Stage) :-

4.5. Bidders who qualify in the Technical evaluation will proceed to financial evaluation and no separate communication by IRFC shall be made. Financial Bids of bidders who qualify in the Technical evaluation shall be considered for Financial evaluation and only their Financial bids shall be opened and evaluated in GEM portal.

4.6. The financial bid by the bidders shall be in Indian Rupees as per format enclosed with no escalation at any stage during or after the completion of the Assignment for any reason whatsoever.

4.7. In Financial evaluation, the Lowest bid/L1 bid may be selected and work order may be issued to such suitable L1 bidder subject to Price Justification & Negotiation with L1, if any. IRFC reserves the right to determine the financial price justification, taking into consideration the quoted rates offered by the bidders, as per the requirements of the Corporation (IRFC). The decision of IRFC in this regard shall be final and binding on all concerned.

4.8. The Assignment will be awarded to the selected Bidder whose bid is determined to be substantially responsive and who has quoted the lowest Lump Sum price, in Indian Rupees, without condition(s) or alternate price bid (without GST), provided further that the Bidder has been determined to be qualified to perform the work/ services satisfactorily. **Conditional Financial Bids will be outrightly rejected.** The applicable Goods and Services Tax shall be paid over and above the quoted price at applicable rates on the date(s) of payment(s).

4.9. In the event, **two or more Bidders quote the same lowest price**, Bidder with higher Technical score (as obtained during First Stage) shall be considered as L1 Bidder. If technical score is also same, then the Bidder who has more number/ count of completed contracts (successful completion), will be considered as the suitable L1 Bidder.

4.10. Further, the quoted lump sum Rate shall be inclusive of cost of site visit/travelling, lodging & boarding expenses, TA/DA, out of pocket expenses viz. Photostat, typing, printing etc. but exclusive of GST only.

4.11. The Quoted prices should be firm and inclusive of charges for all activities in scope of work for all services and all other expenses related with the visits of the Bidder's personnel in connection with the performance of the contractual obligations by the Bidder. Payment will be made as per the quoted price (all-inclusive but excluding GST).

4.12. Successful Bidder may be required to make presentation before IRFC Board/ Management for Technical/Financial Feasibility & Viability of Projects to be Financed by IRFC.

4.13. IRFC will not be required to pay and/or reimburse anything over and above the price quoted.

5. **GeM Contract Order:** GEM Contract Order, shall be issued to the selected Bidder (with scope of work as per Clause 2 above). **The issue of Contract Order does not guarantee any assignment of work/ payment to the selected agency.**

The placement of Rate Contract/GEM Contract does not guarantee placement of covering orders for appraisal assignments. The total anticipated quantity (assignment/covering orders) may be Six (tentative) only. Quantity (covering orders) can be from zero to maximum Six (06).

GeM Contract Order is a **Rate contract** for a period of Six (06) months. The consignee (IRFC) will issue covering orders for each appraisal assignment separately as and when required. Consignee (IRFC) reserves the right to issue covering order, if required during the contract period and may issue such covering orders as needed, in accordance with IRFC's requirements, and such issuance shall be binding. Final decision in this matter shall vest with IRFC in all circumstances and binding.

- 5.1. After acceptance of GEM Contract Order within stipulated time, successful Bidder shall consult/coordinate & comply to BD Section/IRFC, for post-formalities & execution aspects including contractual obligations, if any.

6. Letter of Award (Covering Order) of each assignment :-

- 6.1. For each work assignment (if any), a separate covering order shall be issued. The covering order, together with the GeM Contract Order and any addendums issued by IRFC, shall constitute the binding contract. Upon issuance of a covering order, the successful bidder shall commence and complete the assignment in accordance with IRFC's requirements and the instructions provided by the consignee (IRFC) from time to time, to the satisfaction of IRFC.

- 6.2. The total anticipated quantity (assignment/covering orders) will be Six (tentative) only. Quantity (covering orders) can be from zero to maximum Six (06). The covering

orders shall be governed by same terms & conditions of Rate Contract. The delivery period for each covering order will be for 01 month from the date of issue of assignment (covering order-project appraisal).

6.3. Project appraisal service to commence as soon as covering order of assignment issued by IRFC (consignee) adhering timelines by successful bidder after placement of covering order and payment will be as per milestones indicated in this Rate contract (per assignment basis) subject to satisfaction of IRFC.

6.4. Manager (BD)/IRFC, will place covering orders (assignment) against this Rate Contract during its currency. Covering orders can be placed by IRFC till the last date of validity of contract also indicating delivery period/terms/scope of service etc.,

6.5. If required by IRFC, each project appraisal assignment (covering order) may be issued to the agency on covering order basis only, in accordance with IRFC's requirements from time to time.

6.6. The selected bidder for the Project shall make available the services of the identified personnel as may be required for successful execution of the assignment and or as may be required by IRFC on specified dates, venues and time in order to meet the obligations of IRFC. However, the agency shall also provide the resource details of manpower/executives/personnel etc., required for successful execution of project appraisal (covering order basis) within 03 days of issuance of covering order.

7. Validity :- The Rate contract will be valid for a period of Six months with individual covering orders (if any) per single assignment (if issued during the contract) which would be for a maximum duration of One (01) month each. Quantity (covering orders) can be from zero to maximum Six (06). However, IRFC at this point of time gives no commitment on number of expected projects appraisal assignments (covering order) to be awarded in this RFP.

Delivery period for each covering order will be reckoned from the date of issue of covering order (assignment) i.e., maximum of 01 month. However, IRFC reserves the right to re-fix DP (with or without any LD) during the currency of contract period as per the need of the corporation from time to time. Further, IRFC (consignee) instructions shall be followed in the event of early submission cum successful completion of project appraisal (covering order basis) by agency, as per requirement of IRFC from time to time provided the assignment remains within the originally stipulated delivery period.

Considering that while placing covering orders in multiple tranches against this Rate Contract, IRFC is authorized to fix DP in such cases with or without any LD within the overall validity of the contract.

Consignee (IRFC) reserves the right and would review the urgency of the requirement regularly and decide the priorities for the service of covering order (assignment) including Validity/terms etc., in future, but Rate quoted in this RFP shall be fixed & firm.

8. Period of Contract :-

GEM Contract Order/Rate Contract will be valid for Six (06) months.

The contract for appointment for project appraisal assignments shall be valid for a period of Six months with individual covering orders (if awarded during the contract)

would be for a maximum duration of One (01) month each. Quantity (covering orders) can be from zero to maximum Six (06). However, IRFC at this point of time gives no commitment on number of expected projects appraisal assignments (covering order) to be awarded in this RFP.

9. Bidding Process

9.1. The bid has to be submitted in two different parts viz- Technical Bid and Financial Bid, separately on GeM Portal. The technical bid should not contain the financial bid.,

9.2. Bidders are requested to study the bid documents carefully. Submission of the bid will be deemed to have been done after careful study and examination of all the instructions, eligibility norms, scope of the work, terms in the bid document with full understanding of its implications. Bids not complying with all the given clauses in this bid document are liable to be rejected. Failure to furnish all the information required in the Bid document or submission of a bid not substantially responsive to the Bid document in all respects will be at the bidder's risk and may result in the rejection of the bid.

9.3. All the bids must be valid for a period of 180 days from the date of closing of Bid or as per GEM enabled provisions. If necessary, IRFC will seek extension for the bid validity period beyond 180 days also.

10. Submission of Bid

10.1. The bids shall be submitted on GeM Portal only.

10.2. The bid document should be submitted complete in all respect and all the pages of the bid documents submitted are to be signed with the seal of the firm and bidder should also submit the following along with all the Annexures in the bid.

10.3. The Bidders shall pay Deposit of INR 45,930/- towards EMD through online mode (NEFT/RTGS – IRFC Bank Account) in favour of Indian Railway Finance Corporation Ltd, payable at New Delhi and Copy of Transaction details (UTR Number & Date) need to be uploaded in GEM portal, for verification of Buyer. Bids without EMD will be summarily rejected. In case any bidder claims exemption from submission of EMD, the same shall be governed by the provisions of GeM General Terms and Conditions (GTC). Such claims must be duly supported with relevant documents, which are required to be uploaded on the GeM portal at the time of bid submission.

10.4. Documents in respect of the minimum technical eligibility criteria & criteria for technical qualification shall be submitted along with the technical bid. Confirmation to the eligibility criteria as detailed in the bid should be indicated and enclosed as per Annexure 8.

10.5. The amount to be quoted by the firm shall be both in words and figure as per the format enclosed at **Annexure 7**. In case of difference between the amount quoted in words and figures the amount quoted in words would be considered. The amount quotes shall include all the expenses/expenditure to be incurred by the bidder except GST which shall be paid extra as per the prevailing rate at the time of release of payment. The price quoted should be unconditional for satisfactory completion of the work assigned as mentioned in this bid document.

10.6. An undertaking as at **Annexure-9** that the bidder has not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the bid

10.7. Technical Bid: The technical part of the bid should contain

- a. Bid form as per Annexure 1
- b. Details of Bidder as per Annexure 11
- c. Copy of Certificate of Registration/ Incorporation along with GSTN Registration Certificate, PAN card & Deed of Partnership/LLP.
- d. Three-year Annual Audited Accounts (indicating annual income from consultancy services)
- e. Details of Past experience of the Bidder as per format provided at Annexure 2
- f. Documentary evidence in support of past experience;
- g. Credentials of work experience as per Eligibility Criteria.
- h. Details of professional strength as defined in the technical criteria in Bidding document as per Annexure 3 (technical) & 4 Annexure (financial) along with profiles/CVs of all professionals
- i. Authorization Letter in favour of the authorized signatory as per Annexure 5A and Annexure - Affidavit 5B
- j. Checklist as per Annexure 8
- k. Sealed and signed copy of tender document in token of acceptance of all tender terms & conditions as per Annexure10
- l. Annexure-6 for Submission of EMD alongwith UTR details soft copy. In case any bidder claims exemption from submission of EMD, the same shall be governed by the provisions of GeM General Terms and Conditions (GTC). Such claims must be duly supported with relevant documents, which are required to be uploaded on the GeM portal at the time of bid submission.
- m. Annexure-9 - UNDERTAKING TO BE GIVEN BY EACH BIDDER

10.8. Financial BID :- As per Annexure-7, bidders are advised to fill in the required details logically and correctly in the GeM portal at Financial Stage. The total lump-sum cost for the project includes a tentative quantity of Six covering orders which is taken for computation purpose only. The cost of each individual covering order will be calculated from the total lump-sum cost of the project.

The total anticipated quantity (assignment/covering orders) may be upto Six (tentative) only. Quantity (covering orders) can be from zero to maximum Six (06). However, IRFC at this point of time gives no commitment on number of expected projects appraisal assignments (covering order) to be awarded in this RFP.

GeM Contract Order is a Rate contract for a period of Six (06) months. The placement of Rate Contract/GEM Contract does not guarantee placement of covering orders for appraisal assignments.

The rate quoted for a single covering order shall be governed in accordance with the assignments (project appraisals) issued by IRFC from time to time and will be paid on a per-assignment (covering order) basis as per payment terms mentioned in this tender, subject to IRFC's satisfaction.

10.9. The Bid forms mentioned above along with relevant documents, including the scan copy of the EMD will form part of bid documents. Each of the above forms and also other documents to be submitted as per the bidding documents are to be duly signed on each page and stamped as required by the authorized representative of the bidder, which shall constitute the bid.

10.10. Bidders are instructed not to approach via e-mail, fax, and telephone or contact any official in IRFC as regards to this bid **after the submission of the bids**, apart from communications by IRFC in writing, and bid of a bidder doing so shall be summarily rejected.

11. Opening of Bids

11.1. Bid opening shall be on GeM.

11.2. The Financial Bid will be opened on GeM only for bidders who qualify in the Technical Bid.

12. Payment Terms

12.1. The Agency shall be given a max time limit of One month from the date of award of assignment (covering order) to the successful bidder for completion of the assignment

(or) as per timelines as required by IRFC. However, IRFC (consignee) instructions shall be followed in the event of early submission cum successful completion of project appraisal (covering order basis) by agency, as per requirement of IRFC from time to time provided the assignment remains within the originally stipulated delivery period of 01 month for each appraisal (maximum) or further extendable giving suitable reasons. The successful bidder shall complete the project (covering order) within the stipulated timeline, to the satisfaction of IRFC. The final decision regarding the project completion timeline, for each assignment, shall rest with IRFC, as per the operational requirements of the Corporation, and shall be binding on the successful bidder.

12.2. The payment to the agency under the contract shall be released after achieving the milestones of covering order (per assignment) as per the following terms:

Milestone	Payment
a) On submission of Inception Report# (as per scope of work)	20% of Contract Value
b) On submission of Draft Appraisal Report (as per scope of work)	50% of Contract Value
c) On approval of the report (as per scope of work)	30% of Contract Value

The inception report should contain a conceptual framework/ work plan that would be undertaken by the agency for carrying out the appraisal of a particular project/ assignment, along with the approach & methodology, key deliverables, milestones etc.

13. Clarification of Bids

During evaluation of the bids, IRFC may at its discretion, ask the Bidder for clarification of its bid. The bidder will have to submit the clarification within 2 (two) working days or as per time frame in GEM portal. Bidders are advised to keep updated the clarification provisions in GEM portal, if sought during evaluation process and corresponding reply within time frame may please be submitted. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

No Bidder shall contact the IRFC on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. Any effort by a bidder to influence the IRFC in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's bid and IRFC will declare the firm ineligible, for a stated period of time from participation in future RFPs / tenders of IRFC. Unsolicited clarification to the bid and / or change in price during its validity period would render the bid liable for outright rejection.

14. Earnest Money Deposit

14.1. The Bidders shall pay Deposit of INR 45,930/- towards EMD through online mode (NEFT/RTGS – IRFC Bank Account) in favour of Indian Railway Finance Corporation Ltd, payable at New Delhi and Copy of Transaction details (UTR Number & Date) need to be uploaded in GEM portal, for verification of Buyer. Bids without EMD will be summarily rejected.

14.2. The EMD shall be forfeited If a bidder withdraws its bid during the bid validity period If the successful bidder fails to sign the agreement. The Earnest Money Deposit can be forfeited if the bidder withdraws his Tender proposals / modifies / changes / alters / impairs/ derogates the Tender proposal on his own after the Technical Evaluation is done or within the subsistence of the validity period of offer or fails to accept the Letter of Award issued by IRFC or fails to submit Security Deposit or fails to turn-up and execute contract agreement or fails to commence the work as per LOA (or) GEM Contract Award. Unilateral revision or withdrawal of offer by the bidder as above shall also result in rejection of bid without notice.

14.3. No interest shall be payable on EMD amount, in any case, by IRFC.

14.4. EMD of unsuccessful bidders will be returned without any interest after finalization of the Bid. EMD will constitute the security deposit of the successful bidder and shall be returned without any interest, after the expiry of the period of appointment / extended period of appointment.

14.5. EMD Validity: Since Bidders who have submitted EMD in online mode, the validity remains till finalization & award of contract. EMD of unsuccessful bidders will be returned without any interest after finalization of the Bid.

14.6. Bidders who are registered with MSME are welcome to participate in the bidding as notified by the Ministry of Micro, Small and Medium Enterprises, Govt. of India. Product/Service range mentioned in such certificate should be similar to requirements of this tender. Relaxations (only EMD) as announced by Government of India from time to time shall be applicable to these bidders subject to full compliance of other terms and conditions of the tender and contract. **Seeking Exemption if any, valid documentary certificate and evidence is to be submitted.**

14.7. Mode of furnishing Earnest Money Deposit:

- i) EMD Can be furnished in the form of e-payment only. Bidders may choose remittance of EMD into IRFC Bank Account through e-payment mode (NEFT/RTGS) only. In case of e-payment, the tenderer shall **upload a scanned copy of e-payment details (Annexure-6)** with UTR number, remitted bank, amount, date etc., which shall be verified by IRFC.

IRFC Bank Account	
Name of Account	INDIAN RAILWAY FINANCE CORPORATION LTD
Name of Bank & Branch	ICICI Bank and NBCC New Delhi
Account Number	054805000358
IFSC Code	ICIC0000548
Account Type	CAA

15. Additional Instructions

- a) **Confidentiality:** Consultant 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.

- b) **Execution of assignment:** For execution of complete scope of work, the Agency will establish a team of qualified professionals as per the requirement of IRFC. The team leader of the team shall be full time professional of the firm having more than 7 years relevant experience in the field. The Agency is solely and exclusively responsible for all the acts of its team members. The deputed professionals shall visit IRFC for completion of all the assigned work, getting clarifications / documents and also for rendering of advisory services as and when required by IRFC. The deputed professionals shall adhere to the discipline, decorum and timing of IRFC. If at any point of time during the period of contract, if there is substantial change in composition of firm or team assigned to IRFC based on eligibility criterion, the same should be brought to notice of IRFC so as to take appropriate action on the same. IRFC reserves the right to interview the professionals deployed for above said activity, and these professionals will fulltime work on above said activity till the completion of assignment to the satisfaction of IRFC. Any changes in resource should be approved by IRFC.

- c) In the event of the firm failing to adhere to the deliverables & timelines, IRFC may without prejudice to any other right or remedy available, may black-list the bidder firm and recover damages for breach of contract as follows:
 - a. Can repudiate the contract at the risk and cost of the Consultant.
 - b. The damages, if any for delay in services can be recovered by the paying authorities of the owner, from the bill of services submitted by the consultant or otherwise.

- d) **Discrepancies and Adjustment of Errors:** If on checking any difference is found between the rates given by bidders in words and figures quoted by Bidder, the description in words shall prevail. A bid determined as not substantially responsive will be rejected by IRFC and may not subsequently be made responsive by the Bidder correction of the non-conformity. IRFC may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- e) **Annulment of Bid process and Re-tendering:** IRFC reserves the right to annul the bidding process at any time prior to award of Contract including rejection of any or all bids after the same have been received, without assigning any reason and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the ground of IRFC's action. In case of Price bids, if lowest bidder is not willing to accept the order and willingly does not want to perform as per the scope of work & terms and conditions (i.e. backing out), IRFC reserved the right to debar such bidders from future assignments/ appointment.
- f) **Liquidated Damages:** If the services are not completed within the specified period, Liquidity Damage (LD) equal to 0.5% of the value of per assignment plus GST per week or part thereof subject to maximum of 10% of the contract value may be levied. LD can be recovered from any dues of the bidder.
- g) **Arbitration:** If any dispute (s) or differences (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by CMD, IRFC and the senior management of the bidder. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by CMD, IRFC. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time. The venue of the arbitration shall be New Delhi, India. The

fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties. The arbitrator will give the speaking and reasoned Award. Notwithstanding any references to Arbitration, the selected firm shall continue to perform their respective work / obligation under the contract.

- h) **IRFC's Right to Accept any Bid and to Reject any or All Bids:** IRFC reserves the right to accept or reject any bid(s), and/ or to annul the bidding process and reject all bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidder's or any obligation to inform the affected Bidder(s) of the grounds for IRFC's action

- i) **Amendment to the Bidding documents:** IRFC may at its sole discretion amend the Bidding documents at any time prior to the deadline for submission of bids. The Bid submission date may be extended at the discretion of IRFC. Amendments, if any, made in these regards etc. will be provided in the form of clarification/addendum to the Bidding documents and shall be uploaded on the web site of IRFC and e-tendering portal. No separate communication would be sent to the bidder individually in this regard and publishing of the clarifications/ answers in IRFC web site shall be deemed to have been communicated to the prospective bidders and shall be binding on them.

- j) **Notification of award:** prior to the expiration of the period of bid validity or extended period, the IRFC will place a firm order or notify the successful bidder in writing that his bid has been accepted. The notification of award will constitute the formation of the contract

- k) **Signing of Agreement:** If required by IRFC apart from GEM Contract Order, IRFC will send along with the work order to the successful bidder/ bidders, the draft contract agreement incorporating all agreement terms & conditions between the parties. The successful bidder will sign the contract agreement within one week of acceptance of the work order.

l) **Corrupt or Fraudulent Practices:** the bidder shall observe the highest standard of ethics during the rendering of services and execution of the contract. IRFC will reject a proposal for award if it determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the contract in question. IRFC will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

m) **Force Majeure Clause:** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Without limiting the generality of the forgoing, Force Majeure occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster) war, invasion, acts of foreign combatants, terrorist acts military etc. Party asserting force majeure shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known.

n) Termination Clause

- a. The IRFC may at any time terminate the contract for any reason by giving the successful bidder a notice of termination at IRFC's convenience.
- b. The IRFC, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons thereof to the bidder If the Bidder:
 - i. Assigns or transfers the Contract or any right or interest therein in violation of the terms of the contract (Assignment) hereof.
 - ii. Has abandoned or repudiated the Contract
 - iii. Has without valid reason failed to commence work / rendering of services promptly or has suspended the progress of Contract performance for more than 2- weeks after receiving a written

instruction from the IRFC to proceed and persistently fails to execute the Contract without just cause

- iv. Refuses or is unable to provide sufficient services to execute and complete the work in the manner specified in the contract.
 - c. In the event of the termination of the contract hereof, the IRFC shall pay to the bidder the price, the properly attributable to the parts of the services / facilities executed by the bidder as of the date of termination but subject to satisfaction of IRFC. However, no consequential damages shall be payable by the IRFC to the bidder in the event of termination.
- o) **Compliance of Various Labour & Industrial Laws:** The Bidder shall be responsible for required contributions towards P.F, Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to IRFC and shall deposit these amounts on or before the prescribed dates. The Bidder shall be solely responsible for discharging all the obligations as provided in the various statutory enactments. The Bidder shall also be responsible to pay any administrative/ inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the works of IRFC. The Bidder shall be directly responsible and indemnify IRFC against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.
- p) **Cost of Bidding:** The bidder shall bear all costs associated with preparation and submission of their bid, including post bid discussions, technical or other presentations, and IRFC will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.
- q) IRFC may, at its discretion can extend this deadline for submission of bids and thereafter be subject to the deadline as extended. Any bid received by IRFC after the timeline for submission of bids prescribed by the IRFC will be rejected. The decision of the IRFC in this regard shall be final and binding.

- r) IRFC reserves the right to ask for supporting documents related to tender requirements from individual or all bidders at any stage of evaluation.
- s) IRFC reserves the right to enforce the GeM General Terms and Conditions (GTC) as per the requirements of the Corporation and binding wherever necessary.
- t) In case of any ambiguity or need for clarification, IRFC reserves the right to determine the course of action and enforce the relevant clauses (GEM GTC-Govt applicable rules etc.)/suitable action as deemed fit, as per the requirements of the Corporation. The decision of IRFC in this regard shall be final and binding on all concerned.
- u) **Governing Law:** The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Delhi shall have exclusive jurisdiction all matters arising under the Contract.
- v) **Non-Disclosure Clause:** The selected bidder shall not, without IRFC's prior written consent, disclose the Contract, or any provision thereof, or any information, knowledge, specification, work plan, information furnished by or on behalf of IRFC or get access to in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. Printed terms and conditions and/or assumptions and/or presumptions etc of the Bidders will not be considered as forming part of their Bid. Bidder will have to arrange on his own the boarding/lodging for the qualified professionals deputed for the assignment. The bidder shall comply with all laws in force in India. The bidder shall indemnify the IRFC to the extent the liability, damage, claims; fines, penalties, and expenses that were caused or contributed by the actions of the successful bidder. The bidder shall obtain all statutory, legal, external (other than IRFC) permissions which may be necessary for completion of the total scope of the work. IRFC however will assist or sign document which may be necessary for execution of the same. Bidder will have to arrange on his own the travelling, boarding/lodging and any other incidental expenses for the deputed professionals for the assignment.

w) **Miscellaneous:** It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors which would have effect on the performance of the work / rendering of services and its cost. The bidder will abide by all the law of land, whatsoever, for execution of the defined scope of work. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and IRFC. The selected Bidder shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional ethics. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to IRFC and shall, at all times, support and safeguard IRFC's legitimate interests in any dealings with Third parties

x) **Forfeiture of Security Deposit**

The Security Deposit submitted by the successful bidder is liable to be forfeited, either in full or in part, at the discretion of IRFC, in the following cases:

- ❖ If the bidder fails to execute the work/ covering order in accordance with the terms and conditions of the contract.
- ❖ If the bidder fails to comply with any of the provisions of the contract.
- ❖ If the services provided are found to be unsatisfactory or not to the satisfaction of IRFC.
- ❖ If the bidder withdraws or abandons the work/covering order before completion.
- ❖ Any other breach of contract obligations as determined by IRFC.

Note :-The decision of IRFC on case to case basis matters (if any) shall be final and binding on the bidder.

y) In case of any clarification, ambiguity, overriding provisions, waiver instructions, or related matters 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.

z) Contract Performance Security or Security Deposit from Successful Bidder against each Covering Order basis :-

- a) **5% of Contract Value** (single each covering order basis) with a validity of 03 Months , from the Date of Award of each Covering Order by following modes:
- i) Demand Draft (DD) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (DD should be in the name of the Indian Railway Finance Corporation Ltd) **(or)**
 - ii) Unconditional & irrevocable Bank Guarantee (BG) issued by a Scheduled Commercial Bank as per Format annexed **(or)**
 - iii) Bankers Cheque/FDR in the name of 'Indian Railway Finance Corporation Ltd' or any other mode (financial instrument) as prescribed by IRFC. **(or)**
 - iv) Through Electronic mode (NEFT/RTGS) also.

(Note: IRFC will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

- b) No payment will be released without submission of Security deposit/performance security. Non submission of Security deposit/performance security may lead to termination of contract and getting the work done at bidder's risk and cost including forfeiture of EMD.
- c) IRFC can deduct as compensation from the Security Deposit for failures on the Bidder's part to complete its obligation under the contract as per liquidated damages besides initiating other penal remedies as may be available as per law/contract.
- d) Security deposit shall be submitted by successful vendor within 15 days of award of each covering order basis.
- e) If the contractor, fails to furnish Performance Security, within the specified period, it shall be lawful for the IRFC at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action.
- If the contractor during the currency of the Contract fails to maintain the requisite Performance, it shall be lawful for the IRFC at its discretion to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default.
- f) Contractor needs to extend the validity of Performance Security as and when asked by IRFC due to Extension of contract timelines.

- g) In the event of any amendment issued to the contract, the contractor shall furnish validity of the Performance Security/Security Deposit in terms of the amended contract within fourteen days of issue of the amendment.
- h) Subject to satisfaction of IRFC, the IRFC shall release the performance security without any interest to the contractor on completing all contractual obligations including the warranty obligations.
- i) No claim shall lie against the IRFC regarding interest on security deposit/performance security.
- j) EMD of Successful bidder (if submitted) can be converted into Security deposit.

Note :- In case of MSE happened to be successful tenderer, they have to remit Security Deposit/CPS in the form of DD/BG/e-mode, for the value mentioned above.

RESPONSIBILITY OF APPOINTED APPRAISAL CONSULTANT

The responsibilities of the appointed Appraisal Consultant shall include the following:

- i. A list of permissions and approvals required in the projects should be given along with their current status.

- ii. Assumptions underlying the financial projections as well as for the entire project, as considered, shall be clearly stated in the report.

- iii. The report should mention the date of site inspection.

- iv. The report should be signed by the person who have prepared the report.

- v. In case any help is taken from external sources while conducting the Appraisal study, the role/scope of that expert shall be clearly stated in that part of the report.

- vi. Disclaimer, if any, should be project specific and not ambiguous.

- vii. Email ID and other contact details should be provided in the report itself, for any clarification sought by the lender.

16. Annexures

16.1. Annexure 1

BID FORM

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

To
Ms.Sakshi Bhandari
Manager (Fin.)
IRFC Ltd.
New Delhi 110 003

Date :

Ref: Tender for appointment of agency for 'appraisal of the projects proposed to be funded by IRFC'

Sir,

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

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

If our bid is accepted, we will submit a Security Deposit/Contract Performance Guarantee, in the form prescribed by IRFC as per the tender terms and conditions.

The same will also be treated as security deposit/Contract performance Guarantee in case of defaults like non-delivery, cancellation, liquidated damages, penalties etc. valid during entire period of contract plus three months or as desired by IRFC from time to time. The EMD will be retained by IRFC till Security Deposit is submitted.

We agree to abide by this bid for a period of 180 Days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I/We undertake that on completion of the validity period, unless We withdraw my/our bid in writing by giving a notice of seven working days, it will be deemed to be valid until such time that I/we formally withdraw my/our bid.

Herein, we declare:

- a) That we have a team of technically qualified officials and our office premises are equipped with all the facilities for effective discharge of our duties
- b) We hereby offer to supply the Services at the prices and rates mentioned by us as per Financial Bid format/Schedule in this Tender and filled-in GEM portal.
- c) We have satisfied itself as to the correctness and sufficiency of the Contract Price cover all its obligations under the Contract.
- d) We have carefully read and understood the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to supply as per these terms and conditions.
- e) We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with our written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.
- f) We hereby declare that our company/ organization has not been black listed, debarred, banned or disqualified by any Government or any Government agencies including PSUs.

Signature of Authorized Signatory

Name of the Signatory:

Date:

Place:

Company Name & Seal:

Phone:

Email:

16.2. Annexure 2

Work Experience

(On Firm/Lead Member's Letter Head)

Assignments in Infrastructure Sector (as per harmonized master list issued by Dept of Economic Affairs) that involves Feasibility Study/TEV Study/ Project Appraisal/ DPR Preparation/ Detailed Design/ Project Management/ Supervision/ review of Detailed Design & Contracts/Technology Review/Due diligence/Review of project progress/Project Monitoring & Coordination from *FY 2022-23 to FY 2024-25* for Central/ State Government entities/ Undertakings

S. No.	Name of Assignment	Credential No. (as per format below)	Details of Documentary evidence attached

1. It is hereby certified that the above-mentioned details are true and correct
2. It is hereby certified that our company has actually undertaken/carried out the above-mentioned work/assignments.

Date:

Signature:

Designation:

Full Name:

Address:

(Company Seal)

Documentary proof in support of assignments in the form of a Letter of Award and proof for receipt of payment from clients supported by requisite certificate from statutory auditor or completion certificate

Also status of work under each assignments shall be indicated, as Self-certified undertaking from Authorized Signatory (certified by Partner/Director/Company Secretary) to be submitted on Company letterhead

Credential No. #

Assignment name:	Approx. value of the contract:
Country: Location within country	Duration of assignment (months/ man-days):
Name of Client:	Role of your firm (viz. Feasibility Study/DPR Preparation/ / Project Management/ Monitoring/ Supervision/ Review of Detailed Design & Contracts/Technology Review/Due diligence/Review of project progress/Project Monitoring & Coordination)
Start date (month/year): Completion date (month/year):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Annexure 3

Professional Strength-Technical

(On Firm/Lead Member's Letter Head)

A. Technical Manpower: Professionals* with experience in Infrastructure Sector, with preference to professionals with experience of minimum 7 years

S. No.	Name	Designation	Qualification	Total Experience (Years)	Relevant Experience (Years)	CV Attached (Yes/No)

It is hereby certified that the above-mentioned details are true and correct

Date:

Signature:

Full Name:

Address:

(Company Seal)

16.4. Annexure 4

Professional Strength-Financial

(On Firm/Lead Member's Letter Head)

B. Financial Manpower: Firm should have financial professional with relevant experience of minimum 7 years

S. No.	Name	Designation	Qualification	Total Experience (Years)	Relevant Experience (Years)	CV Attached (Yes/No)

It is hereby certified that the above-mentioned details are true and correct

Date:

Signature:

Full Name:

Address:

(Company Seal)

16.5. Annexure 5.A.

AUTHORISATION LETTER

(On Firm/Lead Member's Letter Head)

I _____ certify that I am _____ of the Firm/Organization, organized under the laws of _____ and that _____ who signed the above Proposal is authorized to bind the Firm/Organization by authority of its governing body.

Signature:

Full Name:

Address:

(Company Seal)

Annexure 5.B.

AFFIDAVIT

(To be submitted by bidder on Stamp Paper of Rs. 50/-)

I _____ certify that as under:

-Firm has not suffered from any disqualification for being appointed as Auditor under Section 141 of the Companies Act 2013

-Firm undertakes and declares that the it or any of its Associates have not been convicted in the past 5 years (starting from FY 2020-21 till FY 2024-25) by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on its ability to undertake the Consultancy work

- Firm has not been banned / black-listed in past by any government / PSU entity in the past 5 years (starting from FY 2020-21 till FY 2024-25)

Identified by me:

Deponent

Advocate

Name: _____

Title: _____

Company: _____

Date: _____

Place: _____

16.6. Annexure 6

BID SECURITY FORM (EMD)

(On Firm/Lead Member's Letter Head)

To,
Ms.Sakshi Bhandari
Manager (Fin/BD)
Indian Railway Finance Corporation Limited,
New Delhi – 110 003

Date :

Ref: Tender for appointment of Agency for appraisal of the projects proposed to be funded by IRFC

Sir,

Having examined the bidding documents, we, the undersigned, offer to render the services as consultant for appointment of Agency for appraisal of the projects proposed to be funded by IRFC as per the scope of work mentioned in the tender and in conformity with the bidding documents. The following are the details of EMD Transaction:

Transaction details*	
Name of Bank & Branch	
UTR Number	
Date	
Transaction Amount	
Name of Account	

*Soft copy of transaction details to be attached on GeM Portal

Note : In case any bidder claims exemption from submission of EMD, the same shall be governed by the provisions of GeM General Terms and Conditions (GTC). Such claims must be duly supported with relevant documents, which are required to be uploaded on the GeM portal at the time of bid submission. Delete this para, if EMD is submitted in online mode and upload Annexure-6 with UTR details soft copy.

Signature:

Full Name:

Address:

(Company Seal)

16.7. Annexure 7

PRICE SCHEDULE (Break-up) Format (On Firm/Lead Member's Letter Head)

Tender for appointment of agency for 'appraisal the projects proposed to be funded by IRFC

Description	#Rate of One Covering Order (Project Appraisal) [A]	Tentative Quantity of Project Appraisal [B]	Lump-sum Price (INR) excluding GST (Total Cost of the project) [C = A*B]
Consultancy services as per scope of work	Rs.	06*	
Lump-sum price (INR) in words....			

*Quantity of Covering Order (Project Appraisal) is tentative and is taken for computation purposes only.

#Rate Quoted for One Covering order (project appraisal).

- a. All prices to be quoted in Indian rupees only.
- b. The quoted Rate should be inclusive of all out-of-pocket expenses and any other incidental expenses.
- c. The quoted Rate should be exclusive of GST. All other taxes are to be borne by the bidder
- 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. However, the applicable Goods and Service Tax (GST) shall be payable over and above the quoted price at applicable rates on the date(s) of payment(s).
- e. The price is FIRM with no escalation till completion of the Assignment
- f. We have completely read and understood the Bidding Document. The Financial Proposal submitted is unconditional and fulfils all the requirements of the Bidding Document.
- g. We understand that financial bid with condition(s) or alternate price bid will be summarily rejected.
- h. The offer is valid for a period of 180 days from the date of submission of Bid.
- i. In case of discrepancy in offer price in figures and words, the offer price quoted in words shall prevail
- j. Bidders are strictly advised not to upload/indicate any details of their Price Offer/Bid in the Technical Stage. Any such disclosure in the Technical Bid stage may lead to rejection of the bid.
- k. IRFC reserves the right to seek price justification wherever necessary.

Signature of Authorized Signatory:

Name of the Signatory:

Date:

Place:

Company Name & Seal:

Phone:

Email:

16.8. Annexure 8

Document Submission Checklist

S. No	Particulars	Documents to be submitted	Criteria Complied /Not Complied	Document (s)/ Details Submitted (Yes/No)	Page Nos. at which Document (s) /Details Submitted
a)	Firm shall be a Partnership Firm/LLP/Company	i) Certificate of Registration/ Incorp.			
		ii) PAN card			
		iii) GSTN Registration			
		iv) Deed of partnership / LLP Agreement			
		v) Copy of MoA/AoA			
b)	Must be in operation/consultancy services for at least last 05 financial years** with average consultancy turnover	Annual Audited Accounts for FY 2022-23 to 2024-25			
		Turnover from Consultancy (in crore)			
		FY 2022-23			
		FY 2023-24			
		FY 2024-25			
c)	Number of Assignments in Infrastructure Sector (as per harmonized master list issued by Dept of Economic Affairs) that involves Feasibility Study/TEV Study/ Project Appraisal/ DPR Preparation/ Detailed Design/ Project Management/ Supervision/ review of Detailed Design & Contracts/Technology	Documentary proof/credentials in support of assignments undertaken in the form of a Letter of Award/ Completion Certificate and proof for receipt of payment from clients supported Also status of work under each assignments shall be indicated, as Self-	In format as prescribed in Annexure 2 Total No. of Assignments:		

S. No	Particulars	Documents to be submitted	Criteria Complied /Not Complied	Document (s)/ Details Submitted (Yes/No)	Page Nos. at which Document (s) /Details Submitted
	<p>Review/Due diligence/Review of project progress/Project Monitoring & Coordination from FY 2022-23 to FY 2024-25 for Central/ State Government entities/ Undertakings</p> <p>Preference shall be given to assignments in the Railway Sector</p>	<p>certified undertaking from Authorized Signatory (certified by Partner/ Director/Company Secretary) to be submitted on Company letterhead</p>	<p>(Minimum 15)</p>		
d)	<p>Should have following professional (technical and financial) strength:</p> <p>Professionals with relevant education & work experience in Infrastructure Sector,</p>	<p>Self-certified undertaking from Authorized Signatory (certified by Partner/Director/ Company Secretary) to be submitted on Company letterhead along with profiles/ resumes of all professionals with relevant experience of relevant exp of 7 years or more</p>	<p>In format as prescribed in Annexure 3 & 4</p> <p>No. of Professionals:</p> <p>(Minimum 20)</p>		
	<p>Shall not suffer from any disqualification for being appointed as Auditor under Section 141 of the Companies Act 2013.</p>	<p>Affidavit duly notarised</p>	<p>Affidavit as per Annexure 5 B duly notarised</p>		
	<p>Shall undertake and declare that the firm or any of its Associates have</p>	<p>Affidavit duly notarised</p>	<p>Affidavit as per Annexure 5</p>		

S. No	Particulars	Documents to be submitted	Criteria Complied /Not Complied	Document (s)/ Details Submitted (Yes/No)	Page Nos. at which Document (s) /Details Submitted
	not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on its ability to undertake the Consultancy work.		B duly notarised		
aa)	The bidding firm should not be banned / black-listed in past by any government / PSU entity	Affidavit duly notarised	Affidavit as per Annexure 5 B duly notarised		

Note : Please refer to Para 3 & Para 4 of Technical Eligibility Criteria.
Please refer to Para 10.7 Technical Bid (indicators).
Please refer to EMD submission details.

16.9. Annexure 9

**UNDERTAKING TO BE GIVEN BY EACH BIDDER
(on Firms letter head)**

This is to certify that we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the said bid for appointment of an agency for appraisal of projects proposed to be funded by IRFC.

Signature:

Full Name:

Address:

(Company Seal)

16.10. Annexure 10

UNDERTAKING ON COMPLIANCE OF TENDER REQUIREMENTS

Along with TERMS & CONDITIONS

(on firm's Letter head)

1. 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.
2. 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.
3. 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.
4. I/We hereby undertake that I/We understand that the IRFC reserves the right to float a separate tender for the scope of work and requirements as mentioned in this tender irrespective of the outcome of this tender. I/We understand that in such a case I/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.
5. 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
6. 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.
7. I/We agree to bind by this bid for a period of 180 days after the date fixed for closing of Bid end date and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the bid validity period formally withdraw my/our response in writing with a notice period of seven working days and associated terms and conditions and as specified in the tender document and in all such cases my/our bid shall be deemed to be valid.
8. 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.
9. 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.

10. I/We hereby undertake that we abide by all the terms and conditions mentioned in the tender along with corrigendum, if any
11. I/We hereby undertake that I/We shall meet all business requirements of IRFC and shall provide the same solution as proposed in the bid document during contract period. In case of a default IRFC can levy liquidated damages on myself/ ourselves as per tender terms and conditions.
12. I/We hereby declare that our company/ organization has not been black listed, debarred, banned or disqualified by any Government or any Government agencies including PSUs during a period of last five years.
13. 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.
14. I/We hereby affirm that our bid is valid for the period including the deemed period as specified in the tender document.

Signature of Authorized
Signatory
Name of the Signatory
Date
Place
Company Name & Seal
Phone:
Email:

16.11. Annexure 11

Details of Bidder

S.No.	Description	Details (To be filled in by the bidder)
a)	Name of the Bidder	
b)	Official Address	
c)	PAN Number (Enclose copy of PAN)	
d)	Phone No. and Fax No.	
e)	E-Mail address	
f)	Web Site Address	
g)	Authorised Representative Name	
h)	Authorised Representative's Address	
i)	Authorised Representative's Mobile Number	
j)	Authorised Representative's E-Mail	
k)	GST Number	
l)	Brief description of the firm including the details of specialization, accomplishments, major clients handled and any other relevant information	