बिड संख्या/Bid Number: GEM/2026/B/7910406
दिनांक /Dated: 28-08-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-09-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-09-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Railways
विभाग का नाम/Department Name	Railways Public Sector Undertakings
संगठन का नाम/Organisation Name	Indian Railway Finance Corporation Limited
कार्यालय का नाम/Office Name	New Delhi
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :dmb@irfc.nic.in Buyer Email id: admn@irfc.nic.in
वस्तु श्रेणी /Item Category	Hiring of Consultants - Milestone/Deliverable Based - As per IRFC ATC Lenders Legal Counsel; Legal; No; Hybrid(As specified in scope of work)
अनुबंध अवधि /Contract Period	6 Month(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid

बिड विवरण/Bid Details	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	558376
Payment Timelines	Payments shall be made to the Seller within **45** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment.

For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

Limited Tender

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

1. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
3. 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.
4. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope Of work:1786535061.pdf

Profile of Consultants:1786535066.pdf

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

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

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

1. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   1. Earnest Money Deposit (EMD) is not applicable for this tender. Hence, bidders are not required to s ubmit any EMD.
   2. Security Deposit / Performance Security is not applicable for this tender.
   3. No Technical Evaluation shall be carried out. The tender shall be evaluated solely on the basis of Fi nancial Bid submitted by the eligible empaneled Category-A firms.
   4. Bidders shall submit their Financial Bid and strictly be filled logically, correctly, and completely in t he GeM portal. i.e., Lumpsum Value.

   5.Estimated Cost of the Tender is Rs.5,58,376 inclusive of GST (i.e., Rs.4,73,200 excluding GST)

.

2. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---

Ref No. IRFC/BD/GEM-Tender/LLC Dated: August-2026

Bid Invitation for 'Engagement of Lender's Legal Counsel (LLC) for IRFC (from empaneled Category-A law firms) for financing of Rs 776 crore Rupee Term Loan.

IRFC invites bids from Category-A law firms empaneled with IRFC for the appointment of Lender's Legal Counsel for providing legal services to IRFC for financing of Rs 776 crore Rupee Term Loan.

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

Note:

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

BID INVITATION

1. Introduction

1.1 About Indian Railway Finance Corporation

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

1.2 Objective of the Tender

IRFC wishes to engage a Law firm from its Category A Panel, having experience and proficiency in the scope of work (as detailed below) to act as LLC for a for carrying out legal due diligence and loan documentation in relation to its financing of Rs 776 crore Rupee Term Loan. The LLC would advise on and implement legal and structural protections designed to provide assured and predictable debt-servicing comfort for it's exposures on the following terms and conditions ("Assignment"). The assignment pertains to a single project. Bidders are required to submit a consolidated fee quote (lump sum in GeM Portal).

2. Eligibility

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

3. Scope of Work

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

i) Preparation of financing documents for the proposed transaction, including the sanction letter, facility/loan agreement and all other relevant agreements and ancillary documents, and advising on the applicable stamp duty (across the relevant States) and the manner of stamping and execution.

ii) Drafting, vetting and finalisation of the security documents, including the Escrow / Trust and Retention Account (TRA) Agreement, Power of Attorney (POA), Debt Service Reserve Account (DSRA) arrangements, hypothecation/mortgage/pledge deeds and undertakings to be furnished by the Borrower, if required in terms of the Sanction Letter and as otherwise necessary to secure the facility.

iii) Drafting of the various corporate authorisations (including board and shareholder resolutions, and powers of attorney) required to be passed/furnished by the Borrower in terms of the Sanction Letter and as otherwise necessary to authorise the transaction, the execution of documents and the creation of security.

iv) Issuing legal opinions on all issues relating to the financing and security matters of the subject project, including on the validity, legality, binding nature and enforceability of the documents, in a form and substance acceptable to the Lender.
v) Carrying out legal due diligence in respect of the Project documents, statutory and regulatory clearances and the incorporation/constitutional documents of the Borrower, and issuing the pre-execution certificate, the pre-commitment (conditions precedent) compliance report and the pre-disbursement conditions compliance report and assisting in/overseeing the execution of all loan-related documents.
vi) Advising on and supervising the filing/registration of charges by the Borrower with the concerned Registrar of Companies, CERSAI and any other relevant authority/registry as applicable, and ensuring the timely submission of all related filings and reports.
vii) Furnishing the closing report on the tenability, validity and enforceability of the financing documents, and on the due perfection of charges and creation of security, confirming that the security package has been validly created and perfected in accordance with applicable law

4. Terms of Payment:

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

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

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

5. Time Schedule:

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

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

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

6. Submission of Bid:

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

Note:

a) The firm should be empanelled (as on the date of tender) with IRFC as Category- A firm in its panel.

b) Participation in Bidding process is construed as Acceptance of all terms & conditions of this tender including Scope of Work. The Firm is agreed to comply & accept the entire scope of work and deliverables given above. No proposal for deviation / part scope of work will not be considered in any case.

c) The "Price Bid" should contain the price offer for the services as per as per the components mentioned in **Form-1** of Bid Document confirming the **acceptance of all the undertakings** stipulated therein and the same may be filled-in at GeM portal platform logically.

7. Opening and Evaluation of Financial Bids:

a) **Financial Bid Opening**

Only Financial Bid shall be opened & considered in GEM portal since the participating bidders

are category-A empanelled firms of IRFC.

b) **Financial Bid Evaluation**

The assignment may be awarded to the bidder quoting the lowest price (L1) in Indian Rupees (excluding applicable taxes), without any conditions or alternative price bids, subject to price justification and/or negotiations with the L1 bidder, if required, and the final decision of IRFC in accordance with applicable GeM guidelines and the IRFC's procurement policies, as amended from time to time. Any conditional financial bid shall be liable to rejection outright. The "Price Bid (lump sum value)" should contain the price offer for the services as per the components mentioned in **Form-1** of Bid Document and the same may be filled-in at GeM portal platform logically.

8. Validity of Bid:

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

9. Other Conditions:

a) The bidder shall submit the Offer as per the as per the components mentioned in **Form-1** & same may be filled in the GeM portal (lump sum professional fees to be charged) by the Lender Legal Counsel (inclusive of all expenses but excluding applicable taxes) to render services as per the terms and conditions under this Tender including scope of work**.**

b) IRFC shall have the sole discretion to reject any/or all the bids received or annul the entire bidding process at any time without assigning any reason, until and unless a formal letter of

engagement is issued to the successful bidder (and the same is duly accepted by the counterparty) to perform the instant Assignment.

c) The financial proposal with condition(s) or alternate price bid will be summarily rejected.
d) Lender's Legal Counsel shall maintain strict confidentiality about the affairs of IRFC and shall not disclose any information about IRFC to any outside person.
e) All claims shall be raised by the LLC as per the terms of payment (Para 4) and would be accepted for payment based on satisfactory progress and quality of work at the sole discretion of the Competent Authority of IRFC.
f) In case there is a delay by the LLC in accomplishing the work which in the opinion of IRFC is attributable to the LLC, IRFC reserves the right to get such specific work(s) done through any other firm(s) at the risk and cost of the LLC for timely completion of the work. In such cases IRFC shall take appropriate course of action including but not limited to blacklisting, debar from future tenders and raise of incidents in GeM Portal.
g) The LLC shall keep IRFC, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by IRFC or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the selected LLC, or its personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance.
h) IRFC reserves the right to ask with respect to tender requirements for additional document (short fall, if any)/information at any stage of bidding and evaluation.
i) Earnest Money deposit is not applicable in this tender
j) Security Deposit / ePBG for Performance Security is not applicable in this tender

10. General Terms:

a) Tenders are not transferable. The IRFC reserves the right to reject any or all of the tenders in part or full at his sole discretion without assigning any reasons.
b) A prospective bidder requiring any clarification of the bidding documents shall contact the IRFC in writing at the e-mail address of bdirfc@irfc.co.in or procurementcell@irfc.co.in before BID end date only.
c) Bids against this Tender shall be received only electronically through the GeM Portal. No bids shall be accepted in hard copy or in any other form.
d) Conditional bids/offers will summarily be rejected. Also, the bids which are not conforming to terms and conditions of the bid document are liable for rejection out rightly.
e) IRFC does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bid without assigning any reason.
f) IRFC reserves the right to reject the bid if found to have been blacklisted in any work assigned by the IRFC/Another PSU/Govt. entity earlier.
g) IRFC may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Final decision shall vest with IRFC.
h) If the Bidder/s deliberately give/s wrong information in their tender, create/s circumstances for the acceptance of their tender, IRFC reserves the right to reject such tender at any stage and the bidder shall be debarred from taking part in future project for a period of three years.

i) Submission of tender implies that he/they has/have made himself/themselves aware of scope of work to be done, and generally all necessary information as to the risks/contingencies and other circumstances which may influence their costs and no extra charges consequent on any misunderstanding/misconception shall be allowed. Buyer shall construe that Bidders has accepted all terms & conditions of tender by submission & participation in bidding process.

j) Canvassing in connection with tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.

k) Upon receipt of the GEM Contract, the successful bidder shall consult and coordinate with the concerned section (IRFC) to obtain the exact requisition from time to time and complete all post-tender formalities.

l) In the event of any ambiguity or need for clarification, IRFC reserves the right to determine the appropriate course of action and enforce the relevant provisions, including but not limited to IRFC ATC, GEM SLA, GEM GTC, and applicable rules. IRFC may also take any other measures as deemed fit in line with the requirements of the Corporation. Instructions issued by IRFC shall prevail in all such cases and shall be adhered to as and when communicated. The decision of IRFC in this regard shall be final, conclusive, and binding on all concerned parties.

m) IRFC reserves the right to make additions/alterations to and/or amend the terms and conditions of the contract at any time, without basically effecting the core of the contract

n) In case of any clarification, ambiguity, overriding provisions, waiver instructions, payment terms or related matters etc., during currency of contract period, IRFC (TAA) reserves the sole right to take the final decision. Such decisions shall be binding on all concerned parties and applicable under all circumstances.

11. **Dispute Redressal Mechanism**:

a) In case of any dispute, differences or controversy of whatsoever nature between the parties however arising under or in relation to this contract, the dispute shall in the first instance be attempted to be resolved amicably through discussions / negotiations/ between the authorized officers of the parties.

b) IRFC shall decide the course of Action for proceeding the redressal mechanism as per applicable rules prevailing from time to time in the interest of the company (IRFC) & towards resolving the said matter, Competent Authority (IRFC) decision shall be final & binding in all circumstances on the said matter from time to time.

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

13. **Force Majeure:** - Neither party shall be held liable for failure to perform its obligations under this contract if such failure to perform its obligations is prevented, hindered or delayed by a Force Majeure, event or circumstance (whether of the kind described herein or otherwise). Force Majeure shall include, but not limited to war, insurrection, restraint imposed by the government, act of legislature or other authority, explosion, strike, accident, riot, lockout, act of public enemy, act of God, sabotage, pandemic etc which is beyond the reasonable control, of a party and which make a party's performance of its

obligations under the contract impossible or so impractical as to be considered impossible or so impractical as to be considered impossible under the circumstances.

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

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

14. **Event of Default:** In the event of defaults mentioned hereunder, IRFC may issue a notice of 07 days to the bidder to remedy or make good such breach and in spite of such notice in writing, the bidder fails to remedy the breach, it shall be lawful for the IRFC to terminate the contract. The decision of IRFC shall be final and binding on the bidder.

i) Breach of any of the terms or conditions or obligation of Contract on part of bidder/ his employees/ agents

ii) The IRFC at their discretion may call for any record to satisfy themselves regarding service provided to the IRFC. Bidder shall provide every help/document related to the IRFC, failing which it may amount to breach of condition of the contract.

iii) The bidder being adjudged bankrupt/insolvent.

iv) Repudiation of agreement by bidder or otherwise evidence of intention not to be bound by the agreement.

v) Persistent closure of business by bidder for consecutive 45 days or more in any business year.

vi) Failure to adhere to any of the due dates for service specified by in the contract.

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

FORM 1 -: Price Bid

(On Firm's Letter Head)

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

Note/Undertakings:

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

Signature of Authorised Signatory:
Name of the Signatory:
Date:
Place:
Company Name & Seal: