बिड संख्या/Bid Number: GEM/2026/B/7874589
दिनांक /Dated: 11-08-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	26-08-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	26-08-2026 18:30:00
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 - Engagement of Practicing Company Secretary (PCS) for various Secretarial Work; Engagement of Practicing Company Secretary (PCS) for various Secretarial Work; No; Hybrid(As specified in scope of ..
अनुबंध अवधि /Contract Period	1 Year(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	Additional Doc 1 (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 मेनू 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	2

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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
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

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

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 sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	**********, **********, **********, **********, **********

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

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

Scope Of work:1786451308.pdf

Profile of Consultants:1786451315.pdf

Hiring Of Consultants - Milestone/Deliverable Based - Engagement Of Practicing Company Secretary (PCS) For Various Secretarial Work; Engagement Of Practicing Company Secretary (PCS) For Various Secretarial Work; No; Hybrid(As Specified In Scope Of .. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	Engagement of Practicing Company Secretary (PCS) for various Secretarial Work
Consultant's Profile	Engagement of Practicing Company Secretary (PCS) for various Secretarial Work
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

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.In this Limited, Only Financial Evaluation to be carried out. Please read IRFC ATC for compliance.

   2.There is No EMD in this case.

   3. Security Deposit to be given by selected Bidder i.e., 5% of Contract value.

   4. Please upload Annexure-1 in GEM portal i.e., Price Break-up format (on the Firms letter Head).

   5. **Following Documents [Duly Signed (Self-Attested) and Sealed] must also be submitted with the bid:**

   1. Copy of PAN card.
   2. Copy of Goods & Service Tax Registration, if applicable.
   3. A copy of complete Limited Tender document (issued by IRFC) duly signed and sealed as a token of ac ceptance of all terms and conditions.
   4. Copy of Cancelled Cheque for Bank details
   5. Electricity bill/ Telephone Bill as a Proof of address of entity
   6. Peer review certificate of PCS/ firm/ LLP
   7. MSME Registration, if applicable.

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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 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---

Limited Tender Enquiry (LTE) – Engagement of Practicing Company Secretary (PCS) for various Secretarial Work

Indian Railway Finance Corporation Limited ("IRFC" or "the Company"), a company incorporated under the provisions of the Companies Act, 1956 and presently governed by the provisions of the Companies Act, 2013 and rules made thereunder. IRFC is also listed on stock exchanges BSE Limited (BSE) & National Stock Exchange of India Limited (NSE).

In this regard, IRFC intends to engage Practicing Company Secretary (PCS) for providing secretarial services relating to filing of forms, returns, and other statutory documents under the Companies Act, 2013 (including any amendments thereto and any incidental/ancillary Act(s)/Law(s)),and related matters as may be required by the Company from time to time. The detailed scope of work is specified herein below.

About IRFC

Indian Railway Finance Corporation Limited (IRFC) IRFC is a Schedule 'A' Public Sector Enterprise a "Navratna" Company under the administrative control of the Ministry of Railways, Govt. of India. It is also registered as Systemically Important Non–Deposit taking Non-Banking Financial Company (NBFC – ND-SI) and Infrastructure Finance Company (NBFC- IFC) with Reserve Bank of India (RBI). The primary objective of IRFC is to meet the predominant portion of 'Extra Budgetary Resources' (EBR) requirement of the Indian Railways through market borrowings at the most competitive rates and terms. The Company's principal business therefore is to borrow funds from the financial markets to finance the acquisition / creation of assets which are then leased out to the Indian Railways.

From FY 24-25, Company has started its diversification plan in line of its mandate given in MOA which states that 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.

Scope of Work

Sr. No	Particulars
1.	Preparation, Verification, certification, uploading and filing of various e-forms and/or other documents with MCA/ROC/IEPF as applicable on the Company/Directors from time to time as per the requirements of Companies Act, 2013 and rules made thereunder & amendments thereon and redressal of queries, if any including resubmissions, following up with the regulatory authorities for approval.
2.	Preparation, Verification, uploading and filing of various e-forms *does not require certification* and/or other documents with MCA/ROC/IEPF as applicable on the Company/Directors from time to time as per the requirements of Companies Act, 2013 and rules made thereunder & amendments thereon and redressal of queries, if any including resubmissions, following up with the regulatory authorities for approval.
3.	Preparation, Verification, certification, uploading and filing of form AOC-4 (Annual accounts) along with CSR-2 as per the requirements of Companies Act, 2013 and rules made thereunder & amendments thereon and redressal of queries, if any including resubmissions, following up with the regulatory authorities for approval.

4.	XBRL Preparation (AOC 4)
5.	Preparation of excel files (per form) w.r.t Form IEPF-1/1A, IEPF-2, IEPF-4, IEPF- 6
6.	Preparation, Verification, uploading and filing of form MGT-7 (annual return) as per the requirements of Companies Act, 2013 and rules made thereunder & amendments thereon and redressal of queries, if any including resubmissions, following up with the regulatory authorities for approval.
7.	Public inspection of documents of the Company/LLP.
8.	ROC search report of the Company/LLP
9.	KYC of Directors
10.	Registration of Independent Directors on the Independent Directors' Databank maintained by the Indian Institute of Corporate Affairs (IICA) including necessary documentation, renewal and related filings, as applicable.
11.	Obtaining/renewal of Digital Signature(s) certificate for Directors, CFO, CS & KMP's as and when required
12.	Maintenance & updating of all Statuary Registers and records under the Companies Act, 2013, and rules made thereunder from time to time.
13.	Consultancy/opinion for Company Law, SEBI and other secretarial matters
14.	Review of policies under Company Law, SEBI and other applicable laws/ regulations
15.	Incorporation of a Company including MOA & AOA preparation.

General Terms & Conditions

1. The bids shall be submitted on GEM portal under Single packet mode only.

2. In this case of Limited Tender, only Financial Evaluation shall be carried out. The award of contract shall be subject to IRFC's requirements and satisfactory price justification. IRFC reserves the right to conduct negotiations with the lowest evaluated bidder (L1), if required. IRFC shall have no obligation whatsoever to award the Contract and expressly reserves the right to accept or reject any or all bids or to decide not to award the Contract, in whole or in part, at any stage, without assigning any reason and without incurring any liability or obligation to any bidder.

3. The financial bid shall be in Indian Rupees as per Price Schedule (Breakup) format enclosed (**Annexure-1**) with no escalation at any stage during or after the completion of the contract for any reason whatsoever.

   Financial BID :- As per **Annexure–1**, Bidders are advised to fill in all required details accurately and logically on the GeM portal at the financial stage as a Lumpsum Value. Bidders shall quote their rates on the GeM portal by providing the necessary details in accordance with the IRFC Scope of Work, Annexure-1 (Price Break-up format) and after carefully reading the General Terms and Conditions of the contract. The rates quoted shall be firm and shall remain unchanged throughout the currency of the contract. GST will be extra. However, it is requested to upload Annexure-1 (Price Break-up Schedule) format in GEM portal wherever applicable. **Evaluation will be done as per Annexure -1**.

   Note :-

   Notwithstanding anything contained in this tender document, IRFC reserves the right to assess the reasonability of rates quoted by the Lowest (L1) Bidder in comparison with prevailing market rates, past procurement trends, and the scope of work defined in this tender.

   In case the quoted rates are found to be unusually high, unbalanced, or not justified with reference to the scope and service conditions, IRFC may, at its sole discretion, seek detailed price justification and cost break-up from the L1 Bidder through the Government e-Marketplace (GeM) portal.

   Further, IRFC reserves the right to undertake price negotiation with the L1 Bidder on GeM. The L1 Bidder shall be required to participate in such negotiations and submit revised offers, if called upon, within the stipulated time.

   Failure of the L1 Bidder to provide satisfactory justification, refusal to participate in negotiation, or non-submission of revised quotes (if required) may lead to rejection of the offer and further action as deemed appropriate by IRFC in line with applicable rules, including consideration of the next eligible bidder or re-tendering etc.,

   The decision of IRFC in this regard shall be **final and binding** on all bidders.

4. IRFC reserves the right to accept or reject any proposal without assigning any reason thereof.

5. 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.

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

7. **Period of Contract :-**

   The GeM contract will initially be for a period of one (1) year from the date of award of work /LOA for conducting work as specified in the Scope of Work. This may be further be renewed annually up to a maximum of two (02) years with the approval of Competent Authority subject to satisfactory performance (i.e., 01 Year plus 02 renewal/Extension (year-wise))

8. **Taking over of charge from existing PCS/firm/ LLP (if applicable)**:- In case of change in PCS, it would be responsibility of new PCS firm to take over all the services from the existing PCS including collection, taking into its possession all details/records from the existing PCS, data migration, preservation and making available old records for requirements of the Company or statutory authorities. It may be noted that all expenses towards transportation of old records/ documents from the location of old PCS to new PCS will be borne by the new PCS. Such documents/ records should be kept in proper condition for quick retrieval.

9. **Delivery Timelines:** The professional services have to commence immediately from the date of award of the work/contract. Time being the essence of the contract, it is expected that the professional services should be carried out & submitted at the earliest as per prescribed timelines in accordance with the provisions of the Companies Act, 2013, SEBI Regulations as amended from time to time and all applicable rules, regulations, guidelines, circulars issued by MCA, SEBI, Stock Exchanges or any other regulatory authority or administrative ministry or any other applicable law.

10. The Bidder shall fulfill all requisite conditions/qualifications for providing professional services as per applicable regulatory provisions and all rules/ regulations/guidelines of issued by ICSI.

11. Professional services shall be conducted as per the requirements of the provisions of the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015 and other applicable regulations as may be amended from time to time.

12. 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, scope of the work, and terms in the bid document with full understanding of its implications.

13. All the bids must be valid for a period of 60 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 60 days also.

14. Mere submission of quotes does not entitle an applicant for engagement or confer any right to receive any work from IRFC.

15. During evaluation of the bids, IRFC may at its discretion, ask the Bidder for clarification/shortfall of its bid as per GEM provision. 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.

    GEM provisions: - As per para 7.3.5 on (Clarification of Bids/Shortfall Documents) of the Manual for Procurement of Goods 2024, issued by Ministry of Finance, Department of Expenditure, During evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. ***The request for clarification shall be given asking the tenderer to respond by a specified date. If the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further.*** No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. **The shortfall information / documents** should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. **For example**, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.

16. The decision of the IRFC shall be final, conclusive and binding on all the Bidders directly or indirectly connected with the bidding process.

17. For any difficulty in submission of Bid or any clarification before BID end date only. You may contact at IRFC office i.e., UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Pragati Vihar, Lodhi Road, New Delhi-110003, Email: investors@irfc.co.in; Phone: 011-24361480

Additional Instructions:-

a) Confidentiality: The appointed Practicing Company Secretary/ Firm / LLP will have access to the data of the IRFC. PCS 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 itself or its personnel or agents.

b) **Execution of assignment:** Bidder shall be responsible for completing the assignment that would be assigned to them as per the Scope of Work mentioned herein in tender document. The Bidder shall not transfer, sub-contract/ sub- let the assignment to any other PCS/ firm. The Bidder shall visit IRFC/ any other place as per requirement for completion of all the assigned work, getting clarifications / documents and for rendering of services as and when required 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 Bidder.
   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) IRFC requires the Bidder to provide professional, objective, and impartial advice, and always hold IRFC interest paramount, strictly avoid conflicts with other assignment(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the IRFC.

e) **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.

f) **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.

g) **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. IRFC reserves the exclusive right to levy, waive, reduce, or recover Liquidated Damages (LD) with or without, wholly or partly, on a case-to-case basis. The decision of IRFC in this regard shall be final, binding, and conclusive. IRFC also reserves the right to take any other

appropriate action or contractual remedy as deemed fit under the contract.

h) **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.

i) **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.

j) **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.

k) **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.

l) **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.

m) 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 written instruction from the IRFC to proceed and persistently fails to execute the Contract without just cause.
    iv. Refuses or is unable to provide satisfactory services to execute and complete the work in the manner specified in the contract.
c. In the event of the termination of the contract , the IRFC shall pay the bidder the price, properly attributable to the parts of the services executed/ rendered 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.

n) **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.

o) **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.

p) IRFC reserves the right to enforce the GeM General Terms and Conditions (GTC) as per the requirements of the Corporation and binding wherever necessary.

q) 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.

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

s) **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.

t) **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

u) **Security Deposit**

- Security deposit shall be submitted only by the successful vendor within 30 days of award of contract on GeM.
- **The Security Deposit shall be: 5% of Contract Value (inclusive of GST)** with a validity of 12 Months + 2 months claims from the Date of Award of GEM Contract Order (LoA) period or as extended by IRFC, by either of the following modes:

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

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 in a suitable format/ format shared by IRFC **(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: The preferred mode of receiving the Security Deposit shall vest solely with IRFC. The successful bidder shall submit the Security Deposit in the manner and form as desired by IRFC, without any deviation.

Forfeiture :- 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 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 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.

- 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.

- 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.
- Selected Bidder needs to extend the validity of Security Deposit as and when asked by IRFC due to Extension of contract timelines.

- Subject to satisfaction of IRFC, the IRFC shall release the security deposit without any interest to the selected bidder on completing all contractual obligations including the warranty obligations.

- No claim shall lie against the IRFC regarding interest on security deposit/performance security.

Note: No relaxation shall be extended to MSE/Start-up bidders. In the event that an MSE/Start-up bidder is declared the successful bidder, they shall also be required to furnish the Performance Security/Security Deposit in any one of the prescribed manners mentioned as above.

v) **Following Documents [Duly Signed (Self-Attested) and Sealed] must also be submitted with the bid:**

1. Copy of PAN card.
2. Copy of Goods & Service Tax Registration, if applicable.
3. A copy of complete Limited Tender document (issued by IRFC) duly signed and sealed as a token of acceptance of all terms and conditions.
4. Copy of Cancelled Cheque for Bank details
5. Electricity bill/ Telephone Bill as a Proof of address of entity
6. Peer review certificate of PCS/ firm/ LLP
7. MSME Registration, if applicable.
8. Upload Annexure-1 (Price Break-up) format in GEM portal.

Annexure -1

PRICE SCHEDULE (Break-up) Format

(On Firm's Letter Head)

Tender for Engagement of Practicing Company Secretary (PCS) for various Secretarial Work

Sr. No	Particulars	Approx Quantity*	Fee per Form/ Activity	Professional Fees (Excluding Challan/ Govt. Fees, and Applicable Taxes)
		A	B	A*B=C
1.	Preparation, Verification, certification, uploading and filing of various e-forms and/or other documents with MCA/ROC/IEPF as applicable on the Company/Directors from time to time as per the requirements of Companies Act, 2013 and rules made thereunder & amendments thereon and redressal of queries, if any including resubmissions, following up with the regulatory authorities for approval.	100		Rs
2.	Preparation, Verification, uploading and filing of various e-forms ***does not require certification*** and/or other documents with MCA/ROC/IEPF as applicable on the Company/Directors from time to time as per the requirements of Companies Act, 2013 and rules made thereunder & amendments thereon and redressal of queries, if any including resubmissions, following up with the regulatory authorities for approval.	50		Rs
3.	Preparation, Verification, certification, uploading and filing of form AOC-4 (Annual accounts) along with CSR-2 as per the requirements of Companies Act, 2013 and rules made thereunder & amendments thereon and redressal of queries, if any including resubmissions, following up with the regulatory authorities for approval.	1		Rs
4.	XBRL Preparation (AOC 4)	1		Rs
5.	Preparation of excel files (per form) w.r.t Form IEPF-1/1A, IEPF-2, IEPF-4, IEPF- 6	20		Rs
6.	Preparation, Verification, uploading and filing of form MGT-7 (annual return) as per the requirements of Companies Act, 2013 and rules made thereunder & amendments thereon and redressal of queries, if any including resubmissions, following up with the regulatory authorities for approval.	1		Rs
7.	Public inspection of documents of the Company/LLP.	1		Rs

8.	ROC search report of the Company/LLP	1		Rs
9.	KYC of Directors	1		Rs
10.	Registration of Independent Directors on the Independent Directors' Databank maintained by the Indian Institute of Corporate Affairs (IICA) including necessary documentation, renewal and related filings, as applicable.	1		Rs
11.	Obtaining/renewal of Digital Signature(s) certificate for Directors, CFO, CS & KMP's as and when required	1		Rs
12.	Maintenance & updating of all Statuary Registers and records under the Companies Act, 2013, and rules made thereunder from time to time.	1		Rs
13.	Consultancy/opinion for Company Law, SEBI and other secretarial matters	1		Rs
14.	Review of policies under Company Law, SEBI and other applicable laws/ regulations	1		Rs
15.	Incorporation of a Company including MOA & AOA preparation.	1		Rs
			Total Amount (Lumpsum Value in GEM portal)	Rs
			Applicable GST/Taxes	Rs
			Total amount including applicable GST/Taxes	Rs
In Words:				

**Please note that this is only an indicative / estimated number, however, numbers may vary from time to time. Hence, charges will be paid as per actual numbers.*

Notes:

1) All prices to be quoted in Indian rupees only.
2) The quoted fee should be inclusive of all out-of-pocket expenses and any other incidental expenses.
3) The Quoted fee will be exclusive of all taxes and duties. All other taxes are to be borne by the bidder.
4) The payment of professional fee shall be made through RTGS / NEFT only.
5) Section wise invoices shall be submitted for assignments pertaining to Equity, Bonds, and 54EC Bonds, clearly indicating the scope of work and fees attributable to each segment.
6) All payments against the services rendered under the assignment shall be released on successful completion of the work and receiving of original invoice.
7) The professional fee as mentioned hereinabove should be inclusive of all charges such as communication cost, travelling and other out of pocket expenses. 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. No amount other than quoted above shall be paid for this assignment. However, the applicable Goods and Service Tax (GST) rates on the date(s) of payment(s), MCA challan fees/ ROC application fees and any other statutory fee in relation to scope of work shall be payable over and above the quoted price.
8) The price is firm with no escalation till period of contract.

9) The period of contract/ services would be from the date of Award of Work/ LOA.
10) We have completely read and understood the Bidding Document. The Financial Proposal submitted is unconditional and fulfils all the requirements of the Bidding Document.
11) We understand that financial bid with condition(s) or alternate price bid will be summarily rejected.
12) The validity of bid is for a period of 60 days from the date of closing of Bid.
13) In case of discrepancy in offer price in figures and words, the offer price quoted in words shall prevail.
14) 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.
15) Payment of the fees to appointed parties shall be subject to all tax laws/deductions applicable in India.
16) IRFC reserves the right to request PAN number, GST number and all other documents required to process the payments and effect the deposit of relevant taxes applicable on such services and activities.
17) In case of ambiguity regarding the assignment details or any other matter related to this limited tender, the interpretation of IRFC shall be final and binding on all the bidders.
18) By participating in this Limited Tender, all the bidders explicitly agree to all the terms and conditions mentioned in LTI and to be compliant with all laws applicable on corporations/CPSEs in India.
19) I / We acknowledged that I/ we does not have a conflict of interest. Neither the PCS/Firm nor its Partner or Associates shall have any interest in the business of IRFC.
20) The Bidder or its partner should not have been debarred/disqualified/blacklisted by any Regulator / Statutory Body or Government entity or any international / national agency.
21) I/We are fully aware of the provisions of various laws/ regulations as are applicable and consequence of non- compliances thereof, particularly to a listed entity like IRFC regarding maintaining confidentiality of information gathered during the course of work execution which is to be shared only on need to- know basis. Therefore, I/We undertake to duly comply with the relevant provisions of applicable laws/ regulations in this regard.
22) By submitting quote as above, I/we acknowledge and undertake that all information (written and oral) given by IRFC to me/us or any of my/our representative(s) in respect of the Secretarial and allied work will be intended solely for use by me/us in connection with the work, and I/we shall keep the same confidential and shall not permit, and will cause my/our representative(s) not to permit, any such information/ list(s)/ document(s) to be disclosed publicly or to be used for any other purpose, without the prior written consent of IRFC. I/We also undertake to indemnify IRFC and its officer(s) for any loss/damage/cost (s) incurred by it by any of the default(s) and non-compliance of the above conditions from our end.
23) The Bidder/ PCS/ firm or its Partner may be privy to some confidential information including Unpublished Price Sensitive Information (UPSI) as defined under SEBI (Prohibition of Insider Trading) Regulations, 2015 during the performance of professional services. Therefore, the

PCS/Firm or its Partner shall comply with the provisions of SEBI (Prohibition of Insider Trading) Regulations, 2015 while handling any UPSI. The Bidder/ PCS/Firm or its Partner shall also ensure the security and confidentiality of information, documents, records, data, etc. handled during the performance of professional services and should not share them with others.

Signature of Bidder/Authorised signatory

Name-

Designation-

Mobile –

Email Id-

Firm GST Number-

Firm PAN Number-

Address-