

Notice Inviting E-Tender

INDIAN RAILWAY CATERING AND TOURSIM CORPORATION LIMITED

E- TENDER NO.:- 2019/IRCTC/CO/Accounting and Taxation /Railneer Plant

Sub: Open E-Tender for engagement of CA firm for Accounting & Taxation work at IRCTC Railneer Plants.

Last date and Time of Submission of bids	:	23.12.2019 upto 15.00 Hrs.
Date and time of Opening of technical Bid	:	23.12.2019 at 15.15 Hrs
Date and time of Opening of financial Bid	:	To be communicated later
Date of Pre-Bid Meeting	:	10.12.2019 at 12.00 Hrs
EMD	:	Rs. 2,00,000/-

OPEN E-TENDER FOR ACCOUNTING AND TAXATION AT FOLLOWING RAIL NEER PLANT:

1	Palur (Chennai)	2	Nangloi (Delhi)	3	Bilaspur (Chhattisgarh)
4	Danapur, Patna (Bihar)	5	Ambernath, Mumbai (Maharastra)		

1. Period of the license - 01 Year

- Bidders are required to deposit EMD of Rs 2 lakh through tender website itself prior to submission of E-Tender. EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
- The bids will consist of two bid system i.e Technical and Financial Bids. Technical Bid will consist of Technical and other conditions as laid down in the Bid document. Financial bid shall consist of the Financial aspects as per conditions laid down in the Bid document.
- Evaluation of financial bid will be done individually for IRCTC Zone wise, mentioned as above.
- The successful tenderer shall be intimated about the Award of Work and EMD of other tenderers shall be returned without any interest within one month from the date of award of license. No interest shall be payable on EMD.
- The bid shall remain open for acceptance for 120 days from the date of opening of E-Tender.
- Indian Railway Catering and Tourism Corporation Limited., reserves the right to reject any/all E-Tenders without assigning any reason.
- The Notice Inviting E-Tender and Instructions to tenderers, Scope of Work, General Information, Offer Forms, E-Tender Schedule shall form the part of Tender Documents.



E-TENDER

Water Testing Laboratories

CIN No. U74899DL1999GOI101707

Website: www.irctc.com Email id: info@irctc.com

OPEN E-TENDER FOR ACCOUNTING AND TAXATION AT FOLLOWING RAIL NEER PLANT:

1	Palur (Chennai)	2	Nangloi (Delhi)	3	Bilaspur (Chhattisgarh)
4	Danapur, Patna (Bihar)	5	Ambernath, Mumbai (Maharastra)		

**Group General Manager/ Finance
M/s Indian Railway Catering and Tourism Corporation Ltd.
12th Floor, Statesman House Building,
Barakhamba Road, New Delhi – 110 001**



DISCLAIMER

The information contained in this Tender is being provided by IRCTC for the open tender purposes of enabling the Bidders to participate and submit a bid in response to this tender for engagement of CA firm for Accounting & Taxation work at IRCTC Rail Neer Plants

1. In no circumstances IRCTC shall, or its respective advisors, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this Tender, or the Bidding Process.
2. The objective of the Bid document is to provide the prospective Bidder(s) with all relevant information to assist the formulation of proposals or bids.
3. This Tender may not be appropriate for all persons, and it is not possible for the IRCTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.
4. Nothing in this Tender shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation or submission of their Bid. IRCTC reserves the right to amend this Tender or its terms and any information contained herein or to cancel the Bidding Process or altogether abandon the Project at any time by notice, in writing, to the Bidders. Further, it may in no event be assumed that there shall be no deviation or change in any of the herein-mentioned information.
5. IRCTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.
6. Laws of the Republic of India are applicable to this Tender.
7. Each Bidder's acceptance of delivery of this Tender constitutes its agreement to, and acceptance of the terms set forth in this Disclaimer. By acceptance of this Tender, the recipient agrees that this Tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.



INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

(A Government of India Enterprise)

INSTRUCTIONS TO TENDERERS

The Indian Railway Catering and Tourism Corporation Ltd. hereinafter called the IRCTC, proposes to obtain Open E-tenders for **FOR ACCOUNTING AND TAXATION AT FOLLOWING RAIL NEER PLANT** in accordance with the instructions following hereafter.

1. General:

Date & Time up to which offers will be received : **Refer to Notice Inviting E-Tender**

- i. This Tender Document can only be viewed at <http://eprocure.gov.in>, <http://www.irctc.com>, & <http://www.tenderwizard.com/IRCTC> and will be submitted/ received only at <http://www.tenderwizard.com/IRCTC>, as prescribed in "INSTRUCTIONS TO THE TENDERERS."
- ii. EMD shall be paid through the e-tendering website www.tenderwizard.com/IRCTC. In case of non submission of the said EMD through e-tendering website, the bid will be summarily rejected. It may be noted **EMD is to be deposited mandatorily**. It may also be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
- iii. To participate in the E- Tender, it is mandatory for the bidders to register themselves on the website www.tenderwizard.com/IRCTC without any payment and obtain User ID & password which is required for submitting the tender. It may please be noted for submission of bid, Class-III digital signature is required.
- iv. The applicant should upload complete set of documents in support of Eligibility Criteria.
- v. Corrigendum/Addendum to this Tender, if any, will be published on website www.irctc.com, www.tenderwizard.com/IRCTC. No newspaper press advertisement shall be issued for the same.
- vi. For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at **tenderwizard.com helpdesk no. 011-49424365 or cell no 8800115628**.
- vii. The digital signature of the bidder on the E- tender form will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. **It may please be noted that in case of deviation quoted by bidder, offer will be summarily rejected without further correspondence/communication.**
- viii. The prospective bidders voluntarily agree to the exclusive jurisdiction of Court situated at New Delhi by submitting bids.
- ix. No other courts except courts at New Delhi have the jurisdiction to resolve **dispute arising out of bid document**

2.0 This Open E-Tender is based on Two bid system i.e. Technical bid and Financial bid



2.1 **Technical bid** – This shall form the basis of ascertaining the Technical and Financial credentials of the tenderer. Eligibility Criteria of technical bid is as under:-

A. Eligibility Criteria for open E-Tender are as under:-

No.	General Information	General Documents required to be submitted (Uploaded)
01	i) In case of Company- please enclose Memorandum and Articles of Association along with certificates of incorporation, ii) if company is a public limited then the certificate for commencement of business also to be enclosed. iii) In case of Partnership Firm, iv) In case of Proprietorship or Individual	i) Please enclose Memorandum and Articles of Association along with certificates of incorporation, ii) The certificate for commencement of business also to be enclosed. iii) Please enclose Firm Registration certificate issued by ICAI ,also. iv) Please enclose Registration certificate issued by ICAI along with the declaration on the letter head of the firm.
02	Compliance of statutory laws- please enclose	i. Copy of PAN Card Ii Copy of registration Certificate under GST
03	i. Copy of ESI registration certificate, if applicable ii. Copy of EPF registration certificate, if applicable. In case of non applicability of EPF and /or ESI, the applicant shall submit a declaration to this effect. In case self declaration is found to be false at any stage then contract will be terminated and the firm will be debarred from future tenders for three years.	As required
	Mandatory Criteria	Mandatory Documents required to be submitted (Uploaded)
04	The Bidder must be either a registered with ICAI as a partnership firm, Proprietor or LLP and should have been in Accounting /Auditing /Taxation services in India at least for the last five years	i) (Copy of GST registration and Certificate of registration of firm / LLP Registration /Registered partnership deed required)
05	The bidder should have experience of accounting/Auditing /Taxation in manufacturing unit for last 5 years out of which at least one clients from any	Copy of LOA / Experience certificate should be provided as proof as per Annexure-D.



	Ministry/Department of Central/State Government, CPSUs etc.	
06	<i>The Bidder should have total turnover (audited) of Rs. 300 lakhs or more in last three financial years i.e. 2016-17,2017-18 and 2018-19.</i>	<i>Turnover of the firm should be supported by audited Profit and loss and Balance Sheet/IT Return, i.e., 2016-17,2017-18 and 2018-19</i>
07	The bidder should have at least 5 Qualified Chartered Accountants (FCA) in their firms as partner or on roll and should have experience more than 10 years in the area of Financial Accounting/Auditing /Taxation.	(Self declaration as per Annexure" C").

Note: -

1) The bids received shall be evaluated on the basis of eligibility criteria.

Non submission of any of the documents listed in 'Mandatory Criteria' Sno. 04 to Sno. 07, mentioned above, shall lead to summarily rejection of the offer. No further correspondence in this regard will be made. However, clarifications may be asked on the 'General Information' mentioned above.

2.2 Financial bid - This shall consist of Offer Form for Financial bid and the E-Tender schedule duly filled in the format specified herein in accordance with the instructions and other relevant provisions mentioned in this Tender document.

1 The Offer form (for Financial Bid) (Annexure – B)

3.0 Validity:

3.1 The offer shall be kept valid for acceptance for a minimum period of 120 (One Hundred Twenty) days from the date set for opening of E-tenders.

3.2 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by IRCTC to the tenderer. While the offers are under such consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting IRCTC by any means. If necessary, IRCTC will obtain clarifications on the offers by requesting for such information from any or all the tenderers, in writing, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened.

4.0 Evaluation of offers: The entire process of evaluation of the offers shall be in two stages:

4.1 Stage I: The Technical bid of all the offers that are received within the date and time mentioned herein shall be opened after due date and time. The technical suitability of the tenderers shall be evaluated based on eligibility criteria and verification of the document submitted by tenderer with the technical bid. The financial bid of only those tenderers shall be opened who are shortlisted in stage I.

4.2 Stage II: The date and time of opening of the Financial Bid shall be intimated to the shortlisted tenderers and shall be opened at such appointed date and time. Both the bids will be opened electronically and will be immediately available on tender uploading site for viewing to bidders. However, if bidders wish they may remain present at the time of electronic opening of bids at IRCTC, Corporate Office.



- 4.3 During E-Tender evaluation, the IRCTC may, at its discretion, ask the tenderer for a clarification of its Tender. The request for clarification and response shall be in writing. **Clarification by IRCTC may be sought only on the documents submitted by tenderer as required in Mandatory technical criteria and no further document shall be asked to submit in any case.** However, information /documents may be asked for “General Information of eligibility criteria”, if required. No change in the price or substance of the E-Tender shall be sought, offered or permitted, in response.
- 4.4 The lowest acceptable bid will be decided after Opening of Financial Bids on the basis of total value quoted by the bidder in the Financial Bid for each Zone separately. There is no bar for one firm getting contracts for one or more number of Zones.
- 4.5 IRCTC reserves the right to accept tender as deemed fit or reject at any point of time without assigning any reason. Decision of IRCTC will be binding on bidders.

5.0 Rates:

The tenderers should quote rates inclusive of freight, Octroi and any other expenses for picking up of water samples/item(s) from Water Vending Machines installed at Railway Stations, required sterilized containers, sample testing and delivery of report at the destination(s). Applicable GST shall be paid extra.

- 5.1 The rates finalized against this E-tender shall be valid for a period of **one year** from the date of award of the Contract. IRCTC reserves right to increase the contract period by another three months.
- 5.2 IRCTC may waive any minor nonconformity, or irregularity in the tender document that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 5.3 Prior to the detailed evaluation, IRCTC will determine whether each tender document is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations, exceptions objections, conditionality's, or reservation material deviation, exception, objection, conditionality, or reservation is:-
- i) One that limits in any substantial way the scope, quality, or performance of the product/material/materials/service.
 - ii) One that limits, in any substantial way that is inconsistent with the tender documents, IRCTC rights or the successful bidders' obligations under the contract; and
 - iii) One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.
- 5.4 If a bid is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the bidder by correction of the nonconformity. IRCTC's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by IRCTC in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.
- 6.0 Tenders are not transferable.
- 7.0 IRCTC reserves the right to reject or accept any E-tender in whole or in part on account of credentials, technical capability, past performance or any other evaluation criteria to ensure



uninterrupted services. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for the decision.

- 8.0 Tenderers are invited to quote their rates in the enclosed E-tender format provided in Annexure – B in accordance with the above instructions.
- 9.0 The Tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding para are completely and correctly fulfilled. E-tenders, which are not complete in all respects as stipulated above, may summarily, be rejected.



Technical Bid

- a. I / We have read the general guidelines and bid document attached hereto containing the Terms and Conditions, draft agreement and agree to abide by such conditions. I / We offer the Bid for engagement of CA firm for Accounting and taxation work at IRCTC Rail Ner Plants located at Palur (Chennai) , Nangloi (Delhi), Bilaspur , Danapur (Patna) and Ambernath (Mumbai) and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of contract. **I fully understand and abide by the tender conditions. If found successful I will sign it as an agreement without seeking any change.**
- b. I/We understand that the submission of offers / bids does not guarantee allotment of Contract for management of catering services.
- c. I / We further understand that in case of any information submitted by me / us being found to be incorrect, IRCTC will have the right to summarily reject the bid, cancel the Contract or revoke the same at any time with forfeiture of EMD/Security Deposit at any time without assigning any reason whatsoever. IRCTC may also initiate criminal action as contemplated under the provision of IPC for submission of wrong/fraudulent documents.
- d. In case of acceptance of Bid by the IRCTC, I / We undertake myself / ourselves to execute the agreement without seeking any change within the time frame stipulated by IRCTC and to commence the work as per the terms and conditions of the contract failing which, I / We shall have no objection to the forfeiture of full Earnest Money Deposit (EMD)/ Security Deposit, deposited by us with IRCTC, New Delhi.
- e. IRCTC and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this bid.
- f. On account of non-acceptance of award of contract or on account of not fulfilling tender conditions within the prescribed time, I/We understand that IRCTC shall forfeit the EMD/SD besides debarring me / us from participation in the future projects of IRCTC for a period of five years.
- g. I/ We are Company/ Partnership Firm/ Proprietorship firm (please tick as applicable.)
- h. I/ We are not debarred/ Blacklisted by IRCTC, IR OR by any Govt. Institutions.
- i. A notice or letter of communication addressed to me / us at the given address given in the Bid, even by ordinary post/e-mail will be deemed to be valid and proper notice of intimation to me/us.
- j. I / we furnishing this undertaking in my capacity as an individual / partner of firm / Director of Body Corporate___and state as under: -



GENERAL CONDITIONS OF CONTRACT

SECTION –ONE

“Tender Conditions & Technical Bid”

**: Open Tender for engagement of CA firm
for Accounting & Taxation work
at IRCTC Rail Neer Plants**

1. The tender is not transferable.
2. The intending tenderers are advised to study the tender conditions of this Contract and make themselves conversant with their contents as these shall govern this Contract and shall form an integral part thereof.
3. Tenderers are also suggested that they should visit the proposed site(s) so as to see the actual ground conditions, before submitting their bid(s).

SCOPE OF WORK

Objective of the assignment.

Objective is to solicit proposal from CA firm for accounting and taxation of IRCTC Ltd Rail neer plants located at 5 locations

1. **Scope of Work:** Period of Assignment: The Accounting and Taxation work of Railneer plant to be given to successful bidder for a period of ONE YEAR (starting from the date of commencement of mentioned in the letter of award) and can be extended for further ONE YEAR period on satisfactory performance at the sole discretion of the IRCTC Ltd..The accounting package used by IRCTC is ERP (Oracle application) 11i. Hence bidder should be well experience in ERP (Oracle application) and accounting to be done through ERP. The desired MIS report time to time required by IRCTC should be given to plant manager and Finance head of the Zone on monthly basis.
2. The list of accounting system of plant is given below but not exhaustive. The scope given below is just a illustrative and other activity if any required for complete financial accounting till finalization of account shall be considered as a integral part of scope of work. However if the bidder wants to get complete idea of accounting of plant before bidding they can visit any plant mentioned above .



A. Rolling Deposit Account:

Particulars	Debit	Credit
Amount Deposited by CFA	Bank A/c	CFA-RDS A/c
RN Dispatched from Plant	Depot intermediary a/c-Plant books	Plant intermediary a/c – Depot books
IGST on Dispatch from plant to other state	GST Authority	IGST payable
Avail input credit in other depot	IGST receivable	GST Authority
Sale to Licensee	Debtors (Licensee) A/c	Sale- Licensee A/c
Apply deposit to Sales	CFA – RDS A/c	Debtors (Licensee) A/c

The above accounts shall be maintained on day –to-day basis. If any negative balances are appearing and invoice shall be generated in the name of CFA in AR-Bottling duly nullifying the negative balances.

B. Raw-material Purchase. Production.Rejection:

- 1) Updating/Generating Purchase order through ERP
- 2) Making releases against PO as per supply schedule
- 3) Make material receipt entry with all particulars i.e LR, GST invoice details, Gate entry numbers
- 4) Maintaining PO – Summarised sheet for PO, Release, Receipt and balance quantity can be procured
- 5) Generating ERN auto invoice in AP-Bottling
- 6) Making additional PO if existing quantity is extended
- 7) Updating Return To Vendor entries if any stock is rejected during initial checking
- 8) Take print generated MRN in ERP and attached to ORIGINAL invoice for passing the bill to Quality control

C. Inventory:

- 1) Making subinventory transfer from Raw to WIP



- 2) Making entry for raw-material issuing to production (production + rejection are day consumption)
- 3) Entry of receiving rejected material from shopfloor
- 4) Entry of receiving Railneer from shopfloor
- 5) Entry for Inspection to Finished Goods
- 6) Entry for Railneer inter-org transfer from Plant to Depot
- 7) Entry for Railneer Sales to Licensee & Departmental units
- 8) Quantitative adjustment entry after physical verification
- 9) Reconciliation of stock through ERP
- 10) Maintaining inventory ledger reports in ERP for all material (Raw , Finished Goods & Scrap)
- 11) Entry for Scrap sales

D. Accounts Payable:

- 1) Validating invoice came from Purchasing module
- 2) Accounting service bills to respective expenditure heads, tax heads duly attaching TDS on the transaction
- 3) Updating GST particulars against service bills
- 4) Taking Journal voucher print for verification and approval
- 5) Making payment entries for Raw-materials, Service bills, TA bills, refund of Security deposit and adjusting advance receipt entries
- 6) Generating Security Deposit, EMD and Advances payments



- 7) Generating payment voucher
- 8) Updating vendor beneficiary details
- 9) Generating NEFT/RTGS through ERP
- 10) Follow-up aging report
- 11) Ensuring positing of all AP-Bottling transactions
- 12) Making TDS, TCS, GST payment entries
- 13) Raising credit memo & debit memos
- 14) Updating bank payment entries for BRS

E. Accounts Receivable:

- 1) Generating GST –Stock Transfer invoice for dispatch of Railneer
- 2) sale entry for Sale of Railneer to licensees and Dept. units
- 3) Generating Security Deposit, Advance receipt entries & EMD receipts
- 4) Applying taxes on transaction
- 5) Update of bank receipt entries
- 6) Attaching receipt to respective deposit
- 7) BRS
- 8) Assets sales entry

F. General Ledger:

- (a) Review of Trail Balance, P&L A/c and Balance sheet
- (b) Pushing ledger balances



- (c) Updating closing stock entries
- (d) Passing entries for opening stock to expenditure
- (e) Review of expenditure and ensuring posting of all entries
- (f) Ensuring proper entries for capitalization of Fixed Assets
- (g) Updating depreciations entries



C. TAXATION-

All Taxation work including payment of Taxes and timely return filing of the same. All the works should be done as per the TAX LAW.

- a) To prepare the TDS detail under IT Act. As per ERP for deposit of TDS on or before due date.
 - b) To file the TDS return quarterly as required as per IT Act 1961.
 - c) To prepare GST-TDS detail as per GST Act for deposit of the same on or before due date.
 - d) To file GST-TDS return monthly/quarterly/annually as per GST Act.
 - e) To prepare GST detail payable and receivable for deposit of GST payable (Net) as per GST Act or before due date.
- n) To file the GST return monthly/quarterly/annually as per GST Act on or before due date.

3.0 PERIOD OF CONTRACT

3.1	Total tenure of Contract	:	Term of Contract for one year and further extendable by one year on satisfactory services . There will be no further extension /renewal after expiry of contract.
-----	--------------------------	---	---

4.0 SUBMISSION OF BIDS

4.1	Submission of Bid	:	Technical Bid and Financial Bid shall be submitted through online mode only. a. Papers to be submitted in Technical Bid - Technical bid (Annex X) – All Annexure along with supporting document. b. Papers to be submitted in Financial Bid Financial bid in the prescribed format (Annexure – B').
4.2	IRCTC reserves the right to terminate the bidding process	:	IRCTC reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages that the bidder may incur in the process. The Bids can be rejected without assigning any reason. The bidding process is completed with the issue of letter of award of contract to the successful bidder by IRCTC.



4.3	Over writing/cutting not allowed	:	Once the tender is submitted only bid documents can be replaced or modified. Other relevant documents cannot be removed but addition of documents is possible within stipulated time.
4.4	Signing and stamping of bid document	:	All the pages of the Bid document must be signed and stamped by the authorized signatory of the applicant. In case of Proprietorship/Partnership firms authorized signatory may be Proprietor/Partner of the firm and in case of company, Copy of the Board's resolution along with attested signature of the signing authority, failing which the Bid may be treated as invalid.
4.5	Withdrawal of bid	:	The bidders may anytime withdraw their bids till the last date and time of submission; however the bidder shall not able to re-submit the bid thereafter. In case of withdrawal of bid the tender processing charges shall not be refunded.
4.6	Date of Submission	:	In case the date of opening of the Bids is a holiday or declared as holiday, the Bids will be opened on the next working day at the same time.
4.7	Debarment	:	If Bidder or any of its partner/s or sister concern, who have been debarred by IRCTC/Railways/CPSU dept. shall also be debarred from participating in the future projects of IRCTC/Railway shall not be eligible to participate in the tender, during the period of such debarment.
4.8	Corrupt or Fraudulent Practices	:	<i>“Corrupt practices”</i> means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; <i>“Fraudulent practice”</i> means a misrepresentation of facts or submission of forged documents in order to influence a procurement process or the execution of a Contract to the detriment of the Licensor, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the administration of the benefits of free and open competition.

5.0 SYSTEM OF AWARD OF CONTRACT

5.1	Opening of Technical Bid	:	a) Tender will opened on the scheduled Date and Time as prescribed in the tender document. b) Scrutiny Technical Bid will done by Tender Committee as per laid down criterion.
5.2	Opening of Financial Bid	:	Following scrutiny of Technical bid by IRCTC, Financial bid of only those parties will be opened who are found eligible as per



			laid down criterion
5.3	Award of Contract	:	Bidders are required to quote Annual fee excluding applicable GST tax and any other taxes in the prescribed format. Lowest bidder will be awarded contract. At the time of allotment of contract, the Security deposit shall be payable by the successful bidder along with acceptance of award .
5.4	EMD	:	In case the successful bidder fails to accept the offer of award ,his Earnest Money Deposit (EMD) shall be forfeited by IRCTC. The successful bidder shall be debarred from anticipating in the future projects of IRCTC for a period of five year. EMD will be refunded to the unsuccessful bidders without interest.
5.5	Execution of agreement	:	The successful Bidder shall be required to execute an agreement on non-judicial stamp paper of Rs.100/- at his cost. Till then the terms and conditions as per this tender document and letter of award of Contract and conditions as mentioned in the draft agreement shall form the binding agreement between IRCTC and the successful bidder.
5.6	Validity of bids	:	The financial bids submitted by the bidders will remain valid for One hundred and fifty (150) days from the date of submission of the bid.
5.7	Security Deposit	:	Successful renderers are required to deposit the SD (Refundable without interest) of 5% of LOA value within 15 days from the issue of LOA in the form of PBG, DD and FD hypothecate to IRCTC.



5. SUBMISSION OF BIDS

1.	IRCTC reserves the right to terminate the bidding process	:	IRCTC reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages that the bidder may incur in the process. The Bids can be rejected without assigning any reason. The bidding process is completed with the issue of letter of award of license to the successful bidder by IRCTC.
2.	Bids not to be entertained	:	Conditional / Telegraphic Bids /Physical Bids shall not be entertained. Photocopy/reproduction on party's letterhead is not permissible. Financial bid, including all the pages of the bid document, duly stamped and signed OR digitally signed by the bidder(s) should be uploaded. Bids submission process will be end as per prescribed schedule. After due date and time submission of tender will not be possible.
3.	Signing and stamping of bid document	:	All the pages of the Bid document must be signed and stamped by the authorized signatory of the applicant. In case of Proprietorship/Partnership firms authorized signatory may be Proprietor/Partner of the firm and in case of company, Copy of the Board's resolution along with attested signature of the signing authority, failing which the Bid may be treated as invalid.
4.	Withdrawal of bid	:	The bidders may anytime withdraw their bids till the last date and time of submission; however the bidder shall not able to re-submit the bid thereafter and EMD will be forfeited.
5.	Date of Submission	:	In case the date of opening of the Bids is a holiday or declared as holiday, the Bids will be opened on the next working day at the same time.
6.	Debarment	:	If Bidder or any of its partner/s or associated firm , who have been debarred by IRCTC/Railways/CPSU dept. shall



			also be debarred from participating in the future projects of IRCTC/Railway and shall not be eligible to participate in the tenders during the period of such debarment.
7.	Corrupt Fraudulent Practices	or :	<p>IRCTC reserves the right to verify the authenticity of the documents submitted as technical bid, by the applicant. IRCTC shall inspect the physical assets of the successful bidder / applicant as declared in the technical bid. If such an applicant is awarded the licence and on a later date if it is noticed that the bidder has engaged in corrupt or fraudulent practices, in competing for or in executing the work , IRCTC may after giving 14 days notice to the SUCCESSFUL BIDDER terminate the contract . For the purpose of this Sub-Clause:</p> <p>“Corrupt practices” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in License execution;</p> <p>“Fraudulent practice” means a misrepresentation of facts or submission of forged documents in order to influence a procurement process or the execution of a License to the detriment of the Licensor, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the administration of the benefits of free and open competition.</p>



6. Information to the Bidders

1. General:

Last date and time of submission : 23.12. 2019 at 15.00 hrs.

Date and time of opening of offers : 23.12. 2019 at 15.15 hrs.

2. The description given for the locations are only indicative and the actual locations to be viewed in the sketch / site plans enclosed with this document. Bidders are advised to survey the locations on their own.
3. Complete tender document, including all Annexure, with supporting documents duly signed and stamped by authorized signatory.
4. Bids are not transferrable. IRCTC reserves the right to reject or accept any bid. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for the decision.
5. **Late Bids:** Any Bid received by IRCTC after the Bid due date and time, shall not be considered under any circumstances. IRCTC shall not be responsible for postal delays / loss.
6. During evaluation, IRCTC may, at its discretion, ask the bidder for clarification(s) of its bid. The request for clarification and response shall be in writing, and no change in the price or substance of the tender shall be permitted in response.
7. The completed documents including the financial offer must be submitted not later than ----- **on 2019** proposal received after the closing time for submission of proposals shall not be considered.
8. If a bid is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the bidder by correction of the non conformity. IRCTC's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by IRCTC in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.
9. **Wrong information by Bidder:** If the Bidder/s deliberately give/s wrong information in their tender, create/s circumstances for the acceptance of their tender, IRCTC reserves the



right to reject such tender at any stage and in the eventuality EMD / Security Deposit lying with IRCTC shall stand forfeited and the bidder shall be debarred from taking part in future project for a period of two years

10. This contract shall become effective upon signing and shall be continued in full force for period of one year. The terms of this contract may be extended by IRCTC, if required.

11. Notification of Award by Issuance of “Letter of Award”:

After determining the successful bidder, IRCTC shall issue a Letter of Award (LoA). The successful bidder shall submit letter of acceptance along with requisite Security Deposit within a period of 07 days from the date of issue of letter of award [LoA] or Performance Bank Guarantee at the time of sign the agreement on Non-Judicial stamp paper of Rs. 100 /- within 10 days from the date of issue of letter of award.

12. Confidentiality of bid evaluation:

Any information regarding the examination and evaluation of bid, clarifications sought thereof and recommendation of the short-listed bidder shall not in any case be disclosed to any person or employee not officially concerned with the process of bidding.

IRCTC will treat all information submitted as part of all bids in confidence and will insist that all who have access to such material treat it in confidence

IRCTC will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

13. **Tender Evaluation:** The process of evaluation of the offers shall be done in Two Stages. 1. Technical Evaluation on the basis of documents submitted in Technical bid. 2. Financial bid of only those bidders will be opened who qualify in the technical evaluation stage and lowest price quoted by the bidder shall be awarded the contract.
14. The costs of preparing the bid document including visits to the office of IRCTC are not reimbursable.
15. IRCTC reserves the right to reject or accept any tender in whole or in part on account of credentials, technical capability, past performance or any other evaluation criteria to ensure uninterrupted services. The decision of IRCTC in this regard will be final and IRCTC shall not be liable to assign any reasons for the decision.
16. The Bidder must ensure that the conditions laid down for submission of offers as detailed is completely and correctly fulfilled. Tenders, which are not complete in all respects, may summarily, be rejected.



17. The Bidders are expected not to propose any alteration/s to any of the conditions in the tender. The stipulated conditions embodied in the Tender shall be binding on the bidders. **Any conditional tender shall be rejected.**
18. Bidder must use their own envelope, suitably marked and sealed for submission, in order to avoid tender being misplaced/opened before due time and date of receipt. Unsealed Bids shall be summarily rejected.
19. The submission of any offer and documents shall constitute an undertaking that the bidder shall have no cause/right for any claim against IRCTC for rejection of the offer. IRCTC shall always be at liberty to reject or accept any offer at its sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against IRCTC.
20. 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.
21. The Bidder/s shall submit an analysis of rates if called upon to do so to ascertain the reasonableness of the rates.
22. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
23. In case of any doubt/ambiguity, the decision of IRCTC will be final and binding on the tenderer.
24. **Blacklisting/Debarring:** The agency merely by filling the forms confirms that the agency has not been blacklisted / debarred by any government department / agency, Reserve Bank of India, nationalized bank, or any Public-Sector Undertaking /Unit or body. The agency is advised not to fill in the Tender form if they have been disqualified by any of the government agency/ies otherwise their proposal will be summarily rejected. More over the supporting Self-Declaration letter as per annexure 'E' should be submitted.
25. **False Information:** In case if it is found that the agency has not given the correct information and flouted any condition or the agency does not have all the appropriate licenses and all the statutory permissions, whatsoever required, to carry out the activity as required in these assignments and allied works then IRCTC reserves the rights to cancel the work order issued to him/her at any stage. In such eventuality IRCTC shall forfeit the security deposit and debar the bidder from participating in any contract for a period of two



years. IRCTC also reserves the right to award his/her quantum of work to some other agency in the manner as deemed fit.

26. **Indemnity:** Further, by submitting the documents for Tender forms, the agency agree to indemnify IRCTC for any of the consequences arising out of non-availability of any of the requisite permissions/ licenses / insurances / any other statutory permission whatsoever required for carrying out this work. Also by submitting this bid, the agency indemnifies IRCTC for any of the consequences arising out of non- compliance of any of the conditions laid by the statute for agency or their representatives/ officials in carrying out this work.
27. **Corrections:** All the corrections made anywhere in the tender form or the commercial bid, whenever called, will have to be authenticated. The corrections without authentication are liable to be rejected. This is an important condition as the correction may have a bearing on the rate/amount/% Charge quoted resulting in altering L1 or L2 position in the commercial bids. Decision of IRCTC will be binding in this case. The bidder/Vendor/ Agency merely by filling in this tender form, agrees to this delegation of power to IRCTC to decide in this matter.
28. **Evaluation of bid:** The L1 bidder shall be decided on the basis of total fees quoted in Price Bid. . In case two or more bidders quoted same fees then the one whose experience is more will appointed as Accounting firm.

7.Responsibility of Accounting Firm

1. Accounting firm Responsibility.

- (a) **Accounting firm** shall nominate nodal officer for exclusively for IRCTC work. The nodal officer should be a Chartered Accountant having more than 5Years experience in the field of accounting .
- (b) **Accounting firm** reviews the books of accounts and ensures the proper compliance of all the statutory laws including TAXATION.
- (c) **Accounting firm** shall be responsible for reconciliation as per ERP from various record.
- (d) **Accounting firm** shall depute sufficient staff exclusive for IRCTC work at their plant office or other place. **Accounting firm** should depute minimum **TWO** staff at each plant with accounting experience. One should be CA(Inter) / CWA(Inter) and another shall be commerce graduate.
- (e) **Accounting firm** shall be responsible for all the work as mentioned in the scope of work.



8. Special Conditions of Contract

The contract will be governed by the IRCTC Standard General Conditions of the contract (www.indianrailways.gov.in) as well as Special Conditions of Contract for General part as mentioned herein. In case of conflict between the two i.e. Standard General Conditions of the contract and Special Conditions of Contract, the provisions of Special Conditions of Contract shall prevail.

1. Definitions and Interpretations: In the tender document, unless the context otherwise requires:

“Applicable Law” shall mean the Indian Law both substantive and procedural.

“Bidder” means the person(s), firm, company or organization who is under the process of being contracted by IRCTC for delivery of service. The word is considered synonymous to Consultant.

“Accounting firm or CA firm for accounting or CA firm” means the successful Bidder that may provide or provides the Services to the IRCTC under the Contract.

Contract Value” means the price in Indian rupees for the performance of the Services for the complete Scope of Work as per Tender document.

“Services” means the work to be performed by the successful bidders

pursuant to this Contract, as described in the detailed **“Scope of Work”**

“Acceptance of Bid” means the letter/telex/telegram/fax or any memorandum communicating to the bidder as the acceptance of his bid.

“Contract” means the written agreement entered into between the IRCTC and the bidder, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

“Corrupt Practices” means the offering, giving, receiving or soliciting of anything of value to influence the decision making process.

The terms “Contract” and “Tender” have been used interchangeably.

“Closing Time” means the date and hour specified in the bidding documents for the receipt of bids.



“Day” means calendar day

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

“IRCTC” would mean the IRCTC Catering and Tourism Corporation Ltd acting through its Group General Manager or any other representative authorized by him.

“IRCTC Nodal Officer” means designated representative of IRCTC authorized as head of concerned project and is authorized to take decisions on behalf of IRCTC in respect of Taxation work.

“Republic” means the Republic of India.

“SCC” means the Special Condition of Contract.

“Tenderer/Bidder” Shall mean a company/firm in its individual right.

“Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

“Work” means Tender for the engagement of TAX consultant for IRCTC, New Delhi
"Project" and "Work" has been used interchangeably.

2. Patent Rights: The **Accounting firm** shall indemnify the IRCTC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the IRCTC.
3. Tenure: Contract shall be for a period of 01 (One) year from the date of commencement of the assignment and further extendable for one year on satisfactory performance.
4. Validity: The offer shall be kept valid for acceptance for a minimum period of 150 (One Hundred & fifty days) calendar days from the date set for opening of tenders. If any tenderer withdraws before the said period or makes any modifications in the terms & conditions of the Tender, then IRCTC shall be at liberty to debar such bidder for future projects of IRCTC .
5. Time and Extension for delay: The time allowed for execution of the work as specified in the tender or the extended time in accordance with the conditions lay down in this tender, shall be the essence of the contract. The work shall commence from the date of issue of letter of award for Work.
6. If the firm commits default in commencing the work or complete the respective task as aforesaid, IRCTC shall without prejudice to any other right (s) or remedy is at liberty to withdraw the award and forfeit the Earnest Money/Security Deposit absolutely.
7. Custody of reports and confidentiality: -The successful bidder should sign a NDA (Non-Disclosure Agreement) with IRCTC. During the execution of consultancy work, the firm shall observe strict confidentiality regarding the documents handed over to them for reference and shall not retain any copy nor part with any information to any other party or persons The reports/ documents generated by the firm on the subject



shall be the property of IRCTC and any misuse of the information so generated shall attract penal provision as outlined but not limited to in clause 10.

8. Under Section 194-J of the Income Tax Act, 1961, TDS as applicable will be made from sums paid for carrying out the work under this tender and also GST TDS will be deducted as applicable.
9. . Office equipments i.e computer , printer and office space shall be made available by IRCTC to the **Accounting firm**
10. Penalty: The work throughout the stipulated period of contract shall be carried out with due diligence. If the firm fails to complete the work to the satisfaction of IRCTC within the time prescribed or within the extended time under the contract, the firm shall, without prejudice to any other rights to remedy of IRCTC on account of such breach, pay-a penalty amount of 0.5 percent of total fee per week or part thereof subject to a maximum of 10% of the Total Fee. IRCTC, without prejudice to any other method of recovery, shall be at liberty to deduct the amount of such damages from any money due or which become due to the firm. The recovery or deduction of such damages shall not relieve the firm from any obligations and liabilities under the contract. IRCTC reserves the right to forfeit the Performance Security Deposit and terminate the contract in case of failure in completion of work as per the terms and conditions of the contract. The maximum penalty provision (i.e. forfeiting of Security Deposit and termination of Contract) shall be evoked under following circumstances as well:
 - Breach of confidentiality as laid down.
 - Fraudulent or corrupt practice.
 - Conflict of Interest as stipulated.
11. IRCTC reserves the right to terminate the contract by serving ten (10) days notice on the firm if the lapses mentioned above are found to be of serious nature. In the event of termination, in addition to the Security Deposit other sums that are due or are likely to be due to the firm shall also be forfeited.

The Earnest Money shall remain deposited with the IRCTC for a period of 120 days from the date of opening of the tenders. If validity of the offer is extended, the Earnest Money duly extended shall also be furnished, failing which the offer after the expiry of the aforesaid period shall not be considered by the IRCTC.

No interest shall be payable by the IRCTC on the Earnest Money.

The Earnest Money deposited is liable to be forfeited if the Tenderer withdraws or



amends impairs or derogates from the tender in any respect within the period of validity of his offer.

The Earnest Money of the successful Tenderer will be returned after the Security Deposit as required is furnished.

- 12** Tenders are not transferable. The IRCTC reserves the right to reject any or all of the tenders in part or full at his sole discretion without assigning any reasons.

- 13. Security Deposit:** The Firm, whose tender is accepted, shall have to deposit the Security Deposit (refundable without interest) amount equal to 5% (five percent) of the Total contract value for Accounting Work in the form of Demand draft in favour “IRCTC Ltd” on any scheduled commercial bank payable at ‘New Delhi’ or submit a performance bank guarantee as per Annexure ‘L’. No interest shall be admissible on Security Deposit. The Security Deposit/PBG which will be refunded after successful completion of the work awarded as per the terms and conditions without any interest.

- 14** This contract shall become effective upon signing and shall be continued in full force and effect till the completion of assignment.

15. PAYMENT TERMS

No Advance shall be paid by IRCTC.

. Payment towards performance of services under the contract shall be made on Monthly basis .Payment will be done on satisfactory completion Report from IRCTC Nominated Officers.

All payment shall be subject to recoveries towards statutory deductions, LD (If any) etc.

The payment will be made by electronic transfer to the account of the firm .

Bill will be submitted plant wise and respective zonal finance will arrange the payment after ensuring satisfactory completion of accounts and taxation work.

Zonal Finance head shall be nodal officer for accounts and taxation work of respective Rail Neer Plant. Hence service provider shall consult with zonal finance head for any issue relating to respective plant.



- 16. Standard of Performance:** The firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to IRCTC , and shall at all times support and safeguard IRCTC's legitimate interests in any dealings with Third Parties.
- 17.** No additional amount shall be paid by IRCTC on account of any escalation in costs during the contract period or any further period duly extended by IRCTC.
- 18. Compliance of Instructions:** The firm shall comply with any other instructions issued by IRCTC from time to time within a reasonable time, as may be necessary to ensure better services. IRCTC reserves the right to amend any of the clauses of the agreement and also to add fresh clauses from time to time. The rider agreement in this regard shall be executed between the parties within 15 days of amendment / changes.
- 19. Labour Law and other regulations:** It is distinctly understood by the bidder that the employees engaged by it will be deemed to be its employees and the bidder will be entirely responsible for compliance of all laws and rules governing employment of such employees. It shall also be responsibility of the bidder to comply with all laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and order of any governmental authority including municipal authorities. **It is specially ensured by the successful bidder to arrange the payment of salary to the two staff employed at each plant shall not be less than the rate as per Minimum Wages Act, Ministry of Labour & Employment office of the chief Labour Commissioner, New Delhi or Minimum Wages of respective state whichever is higher.**
- 20.** All notices to be given on behalf of IRCTC and all other actions to be taken by IRCTC may be given or taken on behalf of IRCTC by Group General Manager – Finance, IRCTC, Corporate Office or any other officer(s) for the time being entrusted with such functions, duties and powers by IRCTC.
- 21. Dispute Redressal Mechanism:**
- a In the event any dispute arises between the Parties out of or in connection with this assignment, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 days, gives a notice to this



effect, to the other party in writing.

- b. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract and not resolved in term of clause a, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.
- c. The parties hereto further agree to waive off the applicability of sub-section 12 (5) of Arbitration and Conciliation (Amendment) Act 2015 and will submit demand in writing that the dispute/differences be referred to arbitration . The demand for arbitration shall specified the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.
- d. Only such dispute or differences, in respect of which the demand has been made, together with counter claims of setoff given by IRCTC shall be referred to arbitration and other matters shall not included in the reference.

22 Exclusion of liability: - IRCTC shall not be liable to the firm for any loss or liability arising out of or 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.

23 Force Majeure: - In the event of any unforeseen event directly interfering with the operation of services arising during the currency of the agreement; such as war, insurrection, restraint imposed by the Government, Act of legislature or other authority, explosion, accident, strike, riot, lock out, Act of public enemy, Acts of God, sabotage; the successful bidder shall, within a week from the commencement thereof, notify the same in writing to the IRCTC with reasonable evidence thereof.

24 Liability and Indemnity:- The firm agrees to defend, indemnify and hold harmless IRCTC and their respective officers, directors, employees and agents (collectively the “Indemnified persons”) and its associated companies from and against any and all claims, actions, damages, expenses, costs (including legal costs) and other liabilities actually incurred by the indemnified parties arising as a result of any negligence, breach of contract or warranty, or any other wrongful act or default on the part of the consultant, its employees, agents, representatives or contractors, including prosecution under any legislation.

25. Termination of Contract:

- (i) Either party may terminate the contract by giving six month notice to the bidder. However the agency shall continue to operate till the operationalisation of new accounting firm for smooth transition. The contract will be deemed to be terminated



at the end of the contract period unless the extension or renewal is approved by the Competent Authority on or before the last date and communicated to the successful bidder in writing and duly accepted. In case of notice period is not followed, SD will be forfeited.

(ii) In the event of defaults mentioned hereunder, IRCTC may issue a notice of 15 days to the bidder to remedy or make good such breach and in spite of such notice in writing, the bidder fails to remedy the breach, it shall be lawful for the IRCTC to terminate the contract. In that eventuality, the security deposit and the performance guarantee will be forfeited. The decision of IRCTC shall be final and binding on the bidder.

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

(iii) The IRCTC shall be entitled to terminate the contract forthwith without any notice in case of serious and repeated defaults by bidder.

26. Successful parties would be given maximum fifteen (15) days time or less time, as the case may be, from the date of issue of the letter of award of contract, for payment of the Security Deposit (if any) and to convey his acceptance of award of contract. In case Bidder fails to accept the offer of award of contract, his EMD shall be forfeited by IRCTC. The bidder shall be debarred from participating in the future tender of IRCTC for a period of two year or more as will be decided by the IRCTC.

27. Miscellaneous

- a. Except to the extent expressly stated otherwise in this agreement, neither party will acquire any right, title or interest in any intellectual property rights belonging to the other party or the other party's licensors.
- b. Compliance with Laws. Each party will comply with applicable laws rules, and regulations in fulfilling its obligation under this agreement besides instruction/rules issued by Ministry of Railways.
- c. Intellectual Property: Except to the extent expressly stated otherwise, neither party



will acquire any right, title or interest in any Intellectual Property Rights belonging to the other party, or to the other party's licensors. "Intellectual Property Rights" means all copyrights, moral rights, patent rights, trademarks, rights in or relating to Confidential Information and any other intellectual property or similar rights (registered or unregistered) throughout the world.

- d. Confidentiality: The recipient of any confidential information will not disclose the confidential Information except to employees, agents who need to know and who had agreed in writing to keep it confidential. The recipient will ensure that those people and entities use Confidential Information only to exercise rights and fulfill obligations under this agreement, while using reasonable care to keep the confidential information confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.
- e. Assignment. Other than in the context of an internal restructuring or reorganization of parties, neither party may assign any part of this Agreement without the written consent of the other. Any other attempt to transfer or assign is void.
- f. No Agency: This Agreement does not create an agency, partnership, or joint venture between the parties.
- g. Till the formal agreement is signed between Bidder and the IRCTC, this tender document will form a binding agreement with IRCTC. The terms & conditions of the tender document will be binding on both the parties.

28. Usage of data / documents / information: After engagement/placement of work order, the selected Agency shall ensure that the documents, data, information etc if imparted by IRCTC or if come to the knowledge of the agency, are / is not used or permitted to be used in any manner (directly or indirectly) incompatible or inconsistent with that authorized by IRCTC in writing. The confidential information will be safeguarded and the Agency shall take all necessary actions to protect IRCTC's, its customers, employees and Government of India's interest against misuse, loss, destruction, alterations or deletions thereof. **Any violation of the same will be liable for action under the law which shall entitle IRCTC to claim damages from the agency apart from taking action under the appropriate Law. This is an irrevocable condition and it will continue to be in force even if the agreement is terminated. The Bidder shall be governed by the NDA signed and Govt. of India IT Act.**

29. Inspection: IRCTC reserves the right to depute its Officers, Auditors, other officials as it may decide etc. to visit the office / commercial site of the selected agency for checking their infrastructure, man power and other related resources, documents mentioned and for checking records, quality controls, work processes etc .



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



FINANCIAL BID

Annexure 'B'

Sub: - Engagement of CA firm for Accounting & Taxation work at IRCTC Rail Neer Plants

- 1) I/We accept the terms and conditions mentioned in the Bid Document that have been clearly understood by us.
- 2) I/We have duly signed on each page of the Bid Document.
- 3) I/We further certify that we are ready to provide Accounts and taxation services within the time frame given by the IRCTC Ltd. and as per the terms and conditions of the Bid Document and in the agreement to be executed between the parties.
- 4) I/We understand that IRCTC reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
- 5) **Professional Fees per annum (excluding GST as applicable) :**

Sl.		TO BE FILLED BY THE BIDDER	
		Figures (Rs.)	Words
1	Accounting & Taxation work at IRCTC Railneer Plants located at Palur (Chennai), Nangloi (Delhi), Bilaspur (Chhattisgarh), Danapur (Patna) and Ambernath (Mumbai).		

Note: In case of discrepancy in the amount quoted in figure and words, the amount written in words will be taken into consideration.

- 1) The Financial offer will remain open for acceptance for 120 (One hundred twenty) days from the date of submission of tender.
- 2) I/We having studied and fully understood all the information provided in the invitation to tenderers, Notice Inviting tender, Introduction, Scope of work, Special conditions of contract, Price Bid form, List of Documents to be submitted along with the Bid, The undersigned hereby offer our Bid for the engagement of Accounting firm at Railneer plants for IRCTC.
- 3) This offer is made with full understanding that:
 - a. IRCTC reserves the right to reject or accept any offer, cancel the contract, and / or reject all offers and I/we shall have no claim in that regard against IRCTC.
 - b. I/We hereby confirm that I/we have read, understood and accepted all the detailed terms and conditions of this offer as required for the contract.
 - c. I/We agree to keep our offer valid for one hundred twenty (150) Days from the date of submission of Offer thereof and not to make any modifications in its terms and conditions, which are not acceptable to IRCTC. Should this Bid be accepted, I/we hereby agree to abide by and full fill all the terms, conditions of the aforesaid Offer and bind ourselves to complete all formalities from time to time as required.



- d. I, hereby certify that all the information and data furnished with regard to this tender are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.
- e. I/We also undertake to maintain confidentiality of documents & information which shall be used during the execution of the Contract and the documents & information shall not be revealed to or shared with third party which shall not be in the business interest of IRCTC.
- f. I further certify that I am the duly authorized representative of my company i.e. under mentioned tenderer for signing and submission of bids and all other documents.



Letter of Undertaking

Date: -

To,

GGM (Finance),
IRCTC,
New Delhi.

Subject: Letter of Undertaking for professionals.

Ref: Tender No. 2019/IRCTC/CO/Accounting and taxation / Railneer

Dear Sir,

This is with reference to the tender named as **Tender for the engagement of CA firm for Accounting and Taxation at IRCTC Ltd RNP.** We <Name of the Bidder> hereby confirm that we have 5 or more than CA in our firm as Partner or on roll and they are having experience more than 10 years in the area of Finance Accounting/Taxation.

List of qualified professional along with qualification and year of experience is enclosed.

For (Name of the Bidder Company)

Authorized Signatory (Seal & Stamp)



Letter of Undertaking (On Firm/Company Letter Head)

Date: -

To,

GGM (Finance),
IRCTC,
New Delhi.

Subject: Letter of Undertaking for Experience in Accounting/Taxation/Audit of Manufacturing Units / Plants

Ref: Tender No. 2019/IRCTC/CO/Accounting and taxation / Railneer

Dear Sir,

This is with reference to the tender named as “**Tender for the engagement of CA firm for Accounting and Taxation at IRCTC Ltd RNP**” We <Name of the Bidder> hereby confirm that we have experience in Accounting /taxation/Audit of manufacturing units/ plants
List of major clients to whom accounting services is enclosed

For (Name of the Bidder Company)

Authorized Signatory (Seal & Stamp)



Letter of Undertaking (On Firm/Company Letter Head)

Date: -

To,

GGM (Finance),
IRCTC,
New Delhi.

Subject: Letter of Undertaking for not been convicted by a Court of Law.

Ref: Tender No. 2019/IRCTC/CO/ Accounting and taxation / Railneer

Dear Sir,

This is with reference to the tender named as “**Tender for the engagement of CA firm for Accounting and taxation at IRCTC Ltd RNP .**” We <Name of the Bidder> hereby confirm that we have not been convicted by a Court of Law or indicted by a regulatory authority for any grave offence. It is further confirm that we have not been blacklisted due to default in performance of contract for any purposes and there is no investigation pending against M/S -----or its Principal Officers/Partners.

For (Name of the Bidder Company)

Authorized Signatory (Seal & Stamp)



**Subject: Tender for the engagement of CA firm for Accounting at IRCTC Ltd
RNP**

Reference: **Tender No. 2019/IRCTC/CO/Accounting and taxation / Railneer**

DECLARATION ON NON DISCLOSURE

M/s..... Willing to provide service to IRCTC for
Accounting and taxation work at Railneer Plants , hereby undertake to comply with the
following in line with information security of IRCTC:

- 1.0 To maintain confidentiality of documents & information used during the execution of
the contract.
- 2.0 The documents & information shall not be revealed to or shared with third party in a
manner which is detrimental to the business interest of IRCTC.

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:



**Subject: Tender for engagement of CA firm for Accounting and taxation at
IRCTC Ltd RNP**

Reference: **Tender No. 2019/IRCTC/CO/Accounting and taxation /Railneer**
**PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE (To be
stamped in accordance with Stamp Act)**

The non-judicial stamp paper should be in the name of issuing bank

IRCTC,
11th Floor, A wing, Statesman House
B-148, Barakhamba Road
New Delhi – 110001

In consideration of the IRCTC (hereinafter referred to as IRCTC which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ with its Registered Office at

_____ (hereinafter referred to as the Accounting firm which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns, a contract by issue of IRCTC's letter of Award No. _____ dated _____ and the same having been unequivocally accepted by the Accounting firm resulting in a 'Contract' bearing No dated

valued at _____ for (scope of contract) and the consultant having agreed to provide a Contract Performance Guarantee for faithful performance of the entire contract equivalent to 5% (five percent) of the said value of the contract to the IRCTC.

We _____ (Name & address of issuing bank), having its Head Office at _____ (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators

executors and assigns do hereby guarantee and undertake to pay the IRCTC, on demand any and all monies payable by the Accounting firm to the extent of as

aforesaid at any time upto (days/ month/year) without any demur, reservation, contest, recourse or protest and or without any reference to the Accounting firm . Any such demand made by the IRCTC on the bank shall be conclusive and binding notwithstanding any difference between the IRCTC and Consultant or any dispute pending before any court, tribunal or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the IRCTC and further agrees that the guarantee herein contained shall continue to be enforceable till the IRCTC discharges this guarantee.



The IRCTC shall have the fullest liberty without affecting in any way the liability of the Bank under this

guarantee from time to time to extend the time for performance of the Contract by the consultant. The IRCTC shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant, and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the IRCTC and the Consultant or any other course of or remedy or security available to the IRCTC. The Bank shall not be released of its obligation under these presents by any exercise by the IRCTC of its liberty with reference to the matter aforesaid or any of them or by reason of any other acts of omission or commission on the part of the IRCTC or any other indulgence shown by the IRCTC or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank.

The Bank also agrees that the IRCTC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Accounting firm and not withstanding any security or other guarantee that the IRCTC may have in relation to the Accounting firm's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ and it shall remain in force upto and including _____ and shall be extended from time to time for such period, as may be desired by M/s _____ whose behalf this guarantee has been given.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this _____ day of _____ 2019 at | _____.

Signature _____
Name _____
(Designation and bank stamp)

Attorney as per Power of Attorney No. _____ Date _____

Witness:
Signature _____
Date _____
Name & Address _____

Signature _____
Date _____
Name & Address _____



Annexure "M"

Details of Railneer Plant offices of IRCTC Limited.

S.No.	Name of Offices	Address of offices
1	Rail Neer Plant, Nangloi	Northern Railway's Wireless Station Area, Opp. Nangloi Bus Depot, Rohtak Road, Nangloi, Delhi-110041.
2	Rail Neer Plant, Danapur	Loco Colony, South of RPF Barracks, Khagaul, Danapur-801105 (Bihar).
3	Rail Neer Plant, Palur	Palur Railway Station, Village- Palur Taluk - Chenagalpattu Dist Kanchipuram, Tamilnadu, 600031
4	Railneer Plant, Bilaspur	Sector B, Srigitti Industrial Area, Dist, Bilaspur , Chattisgarh-495004
5	Railneer Plant, Ambarnath	Rail Neer Plant additional MIDC, Anand Nagar, GIP Dam, Kakole Village Ambarnath East



Name of the Firm-

Mobile No

E-mail.id



Checklist

Forms for Submitting Bids

1. GST Registration Certificate.
2. Certificate of Incorporation / LLP Registration /Registered partnership deed/Declaration in case of proprietorship or individual/Firm registration certificate issued by ICAI..
3. Copy of PAN Card.
4. Self declaration for having 5 partners ([Annexure "C"](#))
5. Self declaration for having experience of Accounting/Audit/Taxation in manufacturing Units / plants ([Annexure 'D'](#))
6. Self declaration for not convicted by a Court of Law or indicted by a Regulatory Authority. ([Annexure 'E'](#))
7. Declaration on Non Disclosure ([Annexure' J'](#))
8. Details of Railneer Plant ([Annexure' M'](#))
9. Details office Address ([Annexure'N'](#)).
10. Covering Letter of CA Firm ([Annexure A](#)).
11. Price Bid Form ([Annexure B](#)) to be filled and submitted in Financial Bid only through online mode.
12. Duly filled in and signed annexure Q.
13. Copy of EPF/ESI certificate if applicable.
14. PBG- Annexure L.



(Draft Agreement Format)

AGREEMENT FOR ENGAGEMENT OF CA firm for Accounting and Taxation at IRCTC Ltd. Railneer Plants

An agreement made on thisday ofat New Delhi, between the Indian Railway Catering and Tourism Corporation Ltd., a company incorporated under the provisions of the Companies Act, 1956 and working under the Ministry of Railway, Government of India (herein after called as "IRCTC"), having its Registered Office at 11th Floor, Statesman House, B-148 Barakhamba Road, New Delhi-110001, acting through GGM/Finance which expression shall where the context so admits include its successor and assigns of the ONE PART.

AND

M/s..... Acting through Shri.....
Director/General Manager, (herein after called "Accounting firm ") which expression shall where the context so admits include its successor and assigns of the other part.

Whereas

(a) IRCTC has appointed M/s....., as CA firm for Accounting at RNP vide letter no..... dated: for the " **For engagement of CA firm for Accounting and Taxation at IRCTC Ltd RNP** ".

(b) The Consultant firm has accepted the letter of award and terms and conditions contained in the bid document, vide letter no. dated: All the term and conditions in bid document is the part of agreement.

Now this agreement witnessed as follows:

1. This agreement comes into force from



2. In witness whereby the said parties have hereunto set their hands this day and the year first above written.

Accounting firm

Shri
(Designation)
For and on behalf of
Accounting Firm

IRCTC

Shri
GGM/Fin
For and on behalf of Indian Railway
Catering and Tourism Corporation Ltd.

The Accounting firm in the presence of

(1)

(2)

The IRCTC in the presence of

(1)

(2)

