



CIN -U74899DL1999GOI101707
website www.irctc.com; e-mail info@irctc.com

Indian Railway Catering and Tourism Corporation Limited

E-Open Tender Document

Tender No. 2019/IRCTC/CO/Finance/GST

**E-Tender for the appointment of GST consultant for Railway Board
(Ministry of Railways), New Delhi**

Last date and time of online submission	: 07.05.2019 up to 15.00 Hrs.
Date and time of online opening of offers	: 07.05.2019 at 15.30 Hrs.
Pre bid meeting	: 23.04.2019 at 11.00 Hrs.
Place for online opening of offers	: Indian Railway Catering and Tourism Corporation Limited, Corporate Office 11th Floor, A wing, Statesman House B-148, Barakhamba Road New Delhi – 110001
Place of Communication	: Group General Manager – Finance IRCTC, Corporate Office 11th Floor, A wing, Statesman House B-148, Barakhamba Road New Delhi – 110001
Earnest Money Deposit	: Rs.-5 Lakhs (Rupees Five Lakhs Only) to be paid online on the E-Tendering Website “www.tenderwizard.com/IRCTC” through the link provided therein prior to the submission of bid.

Note: In case 07.05.2019 is declared a holiday, the tender will be opened at the same time on the next working date.

DISCLAIMER

1. The information contained in this Tender is being provided by IRCTC for the limited purposes of enabling the Bidders to participate and submit a Bid in response to this Tender for undertaking the Project for acting as an Agent / Agency for ensuring due compliance of the provisions of GST Act for Indian Railways and strictly adhere to the schedules, formats, requirements as per the requirement of the Act. In no circumstances shall IRCTC, 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.

Table of contents

S.No.	Description	Page No.
1	Notice Inviting Tender	4
2	Scope of work	5-7
3	Eligibility Criteria	8-9
4	Information for the Bidders	10-14
5	Special Conditions of Contract	15-21
7	Annexure 'A' - Covering Letter	22
8	Annexure 'B' - Price Bid form	23
9	Annexure 'C' - Letter of Undertaking for professionals	24
10	Annexure 'D' - Letter of Undertaking for Experience in Litigations/Consultancy.	25
11	Annexure 'E' - Letter of Undertaking for not been convicted by a Court of Law.	26
12	Annexure 'F' - Letter of Undertaking for professional degree and relevant experience in Indirect Taxation.	27
13	Annexure 'G' - Signing Authority letter	28
14	Annexure 'H' - Letter of Acceptance of Terms and Conditions.	29
15	Annexure 'I' - No Deviation Certificate	30
16	Annexure 'J' - General Declaration Certificate	31
17	Annexure 'K' – Declaration on Non-Disclosure	32
18	Annexure 'L' – NEFT Format	33
19	Annexure 'M' – Performa Bank Guarantee for Contract Performance	34-35
20	Annexure 'N'- Performa for Changes/Modifications sought by Bidders to the bidding conditions.	36
21	Annexure 'O' – Firm Details	37-38
22	Annexure 'P'- Details of office of the Bidder	39
23	Annexure 'Q'- Letter Head of Chartered Accountant	40
24	Annexure 'R'- Checklist	41
25	Annexure 'S'- Draft Agreement	42-48
26	Annexure 'T'- Arbitration Clause	49

Indian Railway Catering and Tourism Corporation Limited

1. <u>Notice Inviting Tender</u>

Tender No. 2019/IRCTC/CO/Finance/GST

Date:16.04.2019,

Sub: - E-Tender for the appointment of GST consultant for Railway Board (Ministry of Railway), New Delhi

Indian Railway Catering and Tourism Corporation Limited (IRCTC), invites tenders through online mode for the engagement of GST consultant for Railway Board (Ministry of Railway), New Delhi for period of three years.

The complete Tender document can be viewed and downloaded only from the website (www.tenderwizard.com/IRCTC) till the last date of Closing of tender i.e. **07.05.2019 up to 15.00 hrs**, and the same will be opened through online mode in the presence of the representatives of tenderers who choose to witness the opening on the same **day at 15.30 hrs** at the communication address. Tender through any other mode except online i.e. hard copies/Fax/Telex/Telegraphic shall not be acceptable.

Tenders should be filled with neat, legible and correct entries, indistinct figures should be avoided. The amount/rates should be filled through online mode only in figures as well as in words at the space provided in the Financial Bid. In case of difference between words and figures, the amount written in words shall be taken as the price bid.

The tender should be digitally signed and/or duly Stamped & Signed at all places provided therein, also each page of the tender document is required to be signed along with the seal by the authorized person submitting the tender in token of his having acquainted himself with the invitation to tenderers, Notice Inviting Tender, Introduction, General instructions to tenderers, Terms and conditions, Scope of work, Covering Letter, Price Bid form, List of Documents to be submitted along with the Bid, Annexure J - Agreement Format of the tender document. Any tender document not so signed is likely to be rejected. The tender should be submitted through online mode only on the website www.tenderwizard.com/IRCTC.

The successful tenderer shall be intimated about the award of work and the successful firm on issue of work order shall submit security deposit and performance security deposit equivalent to 5 % each of the total contract value. IRCTC reserves the right to reject any/all tenders without assigning any reason and shall not be bound to accept lowest offer.

The Notice Inviting tender is enclosed with Introduction, Scope of work, General instructions to consultants, Terms and conditions, Covering Letter, Price Bid form, List of Documents to be submitted online along with the Bid, Annexure S – Draft Agreement Format of the tender document shall form part of the tender document. This document consists of 49 Pages.

For Indian Railway Catering and Tourism Corporation Ltd.

Group General Manager (Finance)

2. Objective and Scope of Work

1. About Indian Railways

Railways first introduced to India in 1853 from Bombay to Thane. In 1951 the systems were nationalized as one unit, the Indian Railways, becoming one the largest networks in the world. Indian Railways is a state-owned railway company, responsible for rail transport in India. It is owned and operated by the Government of India through the Ministry of Railways and there are 17 Railway Zones.

2. Operations of Indian Railways

The operational area covers the following:

- a) Manufacturing i.e. Rail Coach, Loco, Wagon, Wheels etc.
- b) Service like Goods Transportation, Passenger Transportation, Land Leasing, Wagon maintenance, Track/S&T Maintenance, Renting of immovable property, Renting of space for advertisement etc.
- c) Sales i.e. Rail Coach, Loco, Wagon, Wheels, workshops etc.

3. Objective of the assignment

Objective is to solicit proposal from consultant for consultancy Service to help Indian Railways to comply GST and other taxation matters across all Zonal Railways and Production units and such other units, make the Organization GST compliant.

4. Scope of Consultancy Services on GST

A. Legal Advisory Services

The legal advisory services shall be limited to the following:

- Time to time legal opinion / advice on queries raised by IR (through Railway Board) related to the transactions and activities carried out by IR from GST perspective in order to ensure appropriate compliances under the GST regime;
 - Highlight changes to be under taken under GST in documentation and corresponding records maintenance from a tax perspective;
 - Review of procurement and supply agreements to evaluate the tax impact;
 - Conceptualization of alternate business models to optimize impact of all indirect taxes;
 - Assistance with classification issues, exemption and valuation matters;
 - Assistance in relation to credit issues, refunds and assessments etc.
 - To assist and advice to the officials of IR for preparing proper response to the queries raised by the Tax Administration from time to time under the GST law in connection with any of the above activities
-
- To review the letters/notes/replies prepared by IR on the issues concerning IR operations and interest. In this regard, the consultant has to suggest areas of concern in each line of business where advocacy is required. However, the items on which advocacy is required will be decided by IR and informed to the consultant.
 - To provide suitable guidance and device on queries raised by IR related to the business activities of IR from Customs and Foreign Trade Policy law, rules and procedures.
 - Advising IR on proper course of action to be adopted in respect of above mentioned laws to avoid any future adverse implications.
 - Monitor and follow up issues pending in connection with Service Tax related matters

- To send periodic updates on various amendments in the GST and other statutes referred above including tariffs, classification, board circulars, judgments, etc. which may affect IR's operations from time to time.
- Any other incidental work related to above.

B. GST Compliance Assistance:

Assistance in relation to computation of tax liability and guidance in relation to discharge of liabilities under the following legislations:

1. Goods and Services Tax
2. Any other Indirect Taxes

Assistance on issues raised during filing of GST Returns, as detailed below: -

- a. GSTR-A
- b. GSTR-2
- c. Review of GSTR 2A and communicating with suppliers of inward supplies in order to get input credit as per accounts of IR.
- d. Review of GSTR-1A and communicating with the receivers of outward supplies of Port.
- e. ITC-1 for input credits under GST, SGST and IGST.
- f. GSTR 7 for TDS under GST.
- g. GSTR 9 for annual filing under CGST, SGT and IGST.
- h. Any other Returns/Documents, if any, as notified by Government of India with respect to GST.

C. Audit Compliance

Assistance during audit process initiated under GST law by the Tax Administration, C&AG or any other authority.

D. GST Compliance Review (Internal Audit)

Here IR may identify different locations from where supply of goods/services are being provided to its customers. The following are some of the chosen locations for consideration by IR:

1. Zonal Railways
2. Production Units
3. Other specified locations like RDSO, Training Institutes, Workshops, Stores, etc.,
 - GST compliance in logics in various applications of CRIS/Zonal Railways/Production Units.
 - Consultant must undertake a compliance review exercise by making on-site visit to the identified chosen locations in order to check and examine the status of GST implementation by these locations. For this purpose, Consultant must have detailed discussions with the officials in different departments in the said chosen locations and identify issues which result in the form of opportunities and exposures for IR.
 - Consultant must also provide a Compliance Review report highlighting the issues discussed and also provide an executive summary covering all major issues identified during visit.
 - This will be a one-time exercise and an exception based report which will be used by Railway Board for monitoring the compliance status.
 - Adequacy of record management in Railway Offices to satisfy GST compliance and Audit.

E. Litigation Support Services:

Litigation support services shall include the following:

- Assistance in guiding IR to decide whether to file an application before the Advance Ruling Authorities on issues faced by IR for which there is no clarity or when there is a scope for interpretation as per the provision of GST Act and Rules, made there under.
- Review of Show Cause Notices orders issued by Commissioner, Commissioner (Appeals) and Tribunal to guide way forward, in respect of GST and erstwhile Service Tax.
- Review of the orders, if any issued by the Revenue authorities in order to advise IR about the need to challenge such orders in appeal.
- Review of the original or appellate orders issued by Adjudicating authorities/Appellate authorities/Courts in order to advise IR about the need to challenge such orders in appeal.
- Any other incidental work related to above.
-

5. Manpower Requirement

Based on estimated volume of work and the time taken (as per experience so far) for each item of work, the manpower requirement will be as follows: -

- For Legal Consultancy 1 Senior Associate (full time) and 1 Partner (Backend in their Office) would be required;
- For Accounting 2 Senior Associates (full time) and 1 Partner (Backend in their Office) would be required.

3. Eligibility Criteria

A bidder participating in the tender process should possess the following minimum pre-qualification/eligibility criteria: -

(i) The Bidder must be either a registered partnership firm or LLP or a company and registered in India and should have been in business of Legal Consulting/Auditing/Accounts/ taxation services in India at least for the last fifteen years and should have either Head Office at New Delhi and Branch Offices available in Mumbai, Chennai, Bengaluru, and Kolkata **(Copy of registration/Incorporation in India, details of offices and certificate from Chartered Accountant for receipt of Professional Fees for last 15 years to be attached)**

(ii) The Bidder should have an average annual turnover (audited) of INR 50 Crore or more in last three financial years i.e. 2015-16, 2016-17 and 2017-18 and net worth of INR 5 Crore as per latest audited financial statement. Turnover & Net Worth of the firm should be supported by audited balance sheet or certified annual report or a certificate to this effect by a practicing Chartered Accountant or the Firm's Auditor.

(iii) The bidder should have an experience of providing indirect taxation services to at least 3 clients having combined turnover of more than Rs.100 Crore to any Ministry/Department of Central Government, CPSUs, Companies registered under Indian Companies Act etc. **(Copy of Client certificate and registration certificate of the clients to be provided)**

(iv) The 2 key team members deployed on the project must be employed by the bidder or/and its group firm/company should have a professional degree i.e.CA/CWA/CS/ LLB with specialization in Corporate/Taxation Law and should have minimum experience of 5 years in the indirect taxation. Similarly, 1 key members out of the deployed team should have IT operations/indirect taxation background (Self declaration is required to be submitted by bidder with full details). Expertise of the 1 Key team member having more than 5 years in the field of IT operations viz., Billing/Accounting system ERP or similar RDBMS is an essential criterion. The team combination/constitution to be deployed for this project should be commensurate with the scope of work and timelines attached for deliverables. **(Self declaration to be given)**

(v) The bidder or/and its group firm/company should have at least 20 Technically Qualified Professionals on their rolls in the area of Consultancy/ Taxation/ Finance Accounting in which least 10 qualified and experienced persons shall be in finance and taxation with relevant qualifications viz. CS/CWA/CA/MBA/LLB/ B.Tech (IT)/Computers etc. **(Self declaration)**

(vi) Bidder should have experience in litigations and consultancy experience in the field of Indirect Taxation such as VAT, Excise Duty, Customs Duty and Service Tax, GST. **(Self Declaration)**

(vii) Bidder should not have been convicted by a Court of Law or **indicted by a regulatory authority** for any offence against it. Should not have been blacklisted due to default in performance of contract for any purposes. Should not have any investigation pending against it or against the Principal Officers/Partners. **(Self declaration as per Annexure- E attached) .**

***Non submission of any of the document listed above will lead to summarily rejection of the offer and no correspondence in this regard shall be made /entertained.**

*** Only those who are qualifying all the eligibility criteria above to participate in the bid.**

*** Participation in the bidding process suo-moto implies that the bidder has accepted all the terms & Conditions of the Tender (Annexure H).**

4. Information to the Bidders

IRCTC proposes to obtain offers through e-tendering mode for the appointment of GST consultant for Railway Board (Ministry of Railways) as per scope of work in accordance with the instructions following hereafter.

1. General:

Last date and time of online submission	:	15.00 hrs on 07.05.2019.
Date and time of online opening of offers	:	15.30 hrs on 07.05.2019.
Pre-Bid meeting will be held on	:	11.00 hrs on 23.04. 2019.
Location	:	IRCTC, Corporate Office, 11 th Floor, Statesman House, B-148, Barakhamba Road, New Delhi – 110001

2. This Tender is based on Two Bid system. The Tenderer shall submit the bids by online mode only through the website www.tenderwizard.com/IRCTC in **two bids**. The first Bid “Bid-A” i.e. Technical Bid and the Second Bid “Bid-B” i.e. Financial Bid shall be as follows:

2.1 Technical bid – Bid A: This shall form the basis of ascertaining the Technical and Financial credentials of the tenderer. The technical bid will be evaluated in terms of **clause 23** of the Instruction to Tenderers and all other relevant clauses of this Tender document.

2.2 Financial bid - Bid B: This shall consist of Offer Form for Financial bid duly filled in the format specified herein, in accordance with the instructions and other relevant provisions mentioned in this tender document. **(Annexure B).**

2.3 Documents to be submitted by Tenderers:

I. With the Technical bid – Bid A:

1. All the details/relevant documentary evidences as per Technical Criteria **(Annexure R).**
2. Earnest Money Deposit of Rs.5.00 lakh (Rupees five lakh only) to be paid online on the E-Tendering Website “www.tenderwizard.com/IRCTC” through the link provided therein prior to the submission of bid.
3. The offer form (marked as Technical Bid – Bid A) **(Annexure A)** stamped, dated, and signed.
4. The entire tender document in original stamped dated and signed on each page.
Note:
 - a. All the tender papers should be serially numbered. The Page No.1 (One) of the tender document should be kept as page no. 1 (One).
 - b. **All the documents, in support of Technical Bid – Bid A should be self-attested by authorised signatory.**

II. With Financial bid – Bid B:

The Financial Bid has to be filled through online mode only as per **Annexure – B.**

2.4 Both the bids should be submitted through online mode only. The Technical bid containing all the required annexures/documents/details shall be **opened on 07.05.2019 at 15.30 HRS**". The Financial bid containing the financial offer as per the format in **Annexure – B** will not be opened with the **Technical Bid**.

3. Each Bidder shall be deemed to have acquainted him of the scope of work before quoting his price bid. No claim on any grounds for want of such knowledge shall be entertained at any stage.
4. All pages of the tender document should be digitally signed and/or duly Stamped & Signed by the authorised signatory of the applicant. The tender document should be **submitted through the website www.tenderwizard.com/IRCTC along with requisite amount of Earnest Money before the closing date and time of the tender i.e. 07.05.2019 at 15:00 Hrs. The Earnest Money of Rs-5 Lakhs/- (Rupees Five Lakhs Only) is to be paid online on the E-Tendering Website "www.tenderwizard.com/IRCTC" through the link provided therein prior to the submission of bid.** Offer without Earnest Money shall summarily be rejected.
5. **Tender document not submitted online, and failure to sign and stamp in all pages may lead to disqualification of bidder. No correspondence in this regard shall be made.**
6. The offer shall be kept valid for acceptance for a minimum period of 120 days from the date of opening of tenders.
7. 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 permitted in response.
8. Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contracts is made by IRCTC to the bidder. While the offers are under such consideration, bidder and or their representatives/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 bidder, in writing, as may be considered necessary. Bidder will not be permitted to change the substance of their offers after the offers have been opened.
9. IRCTC is however not bound to accept any tender or to assign any reason for non-acceptance. IRCTC reserves its right to accept the tender either in full or in part. Conditional, erroneous and incomplete Bids will be rejected out rightly.
10. The IRCTC may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
11. Prior to the detailed evaluation, IRCTC will determine whether each bid 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 reservations. A material deviation, exception, objection, conditionality, or reservation is:
 - a. One that limits in any substantial way the scope, quality, or performance of the product/material/stores.

- b. One that limits, in any substantial way that is inconsistent with the tender documents, the IRCTC rights or the successful bidders' obligations under the contract; and
- c. One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by the IRCTC and may not subsequently be made responsive by the bidder by correction of the nonconformity. The IRCTC's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by the IRCTC in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.

- 12. Bids are not transferrable. IRCTC reserves the right to reject or accept any tender. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for the decision.
- 13. **Late Bids:** IRCTC will not be responsible for any late/delay in online submission of the bids after the date and time of submission of the tender.
- 14. 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.
- 15. The completed documents including the financial offer must be uploaded/submitted online by and before **15.00 hrs on 07.05.2019**. The offers would be opened online at **15.30 hrs on 07.05.2019** in IRCTC Corporate Office, 11th Floor, Statesman House, B-148, Barakhamba Road, New Delhi – 110001 in the presence of representatives of applicant firms.
- 16. 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.
- 17. **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.
- 18. This contract shall become effective upon signing and shall be continued in full force for period of three years. The terms of this contract may be extended by IRCTC/IR, if required.
- 19. **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 amount within a period of 10 days from the date of issue of letter of award [LoA] and sign the agreement within 15 days of issue of letter of award.
- 20. In case of acceptance of offer by IRCTC, the consultant shall be required to execute the Contract Agreement on Non-Judicial stamp paper of Rs. 100 /- between IRCTC and GST consultant within 15 days of issue of letter of award
- 21. **Confidentiality of bid evaluation:**
21.1 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.

21.2 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.

22. 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.
23. **Tender Evaluation:** The entire process of evaluation of the offers shall be in two stages:
Stage I: The Technical bid of all the offers that are submitted within the date and time mentioned herein shall be opened online in the presence of those tenderers or their authorized representatives who choose to be present at the time of opening of the tender. The Financial bid shall not be opened on the mentioned date and time. The technical suitability of the tenderers shall be evaluated based on the 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.
Stage II: The date and time of opening of the Financial Bid – Bid B shall be intimated to the qualified Tenderers and shall be opened through online mode at such appointed date and time in the presence of those tenderers or their representatives who choose to be present.
24. The costs of preparing the bid document including visits to the office of IRCTC are not reimbursable.
25. 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.
26. 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.**
27. 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.**
28. Bidder must upload the documents suitably marked, so as to ensure that all the criteria are fulfilled before final submission of the bids in order to avoid any disqualification.
29. 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.
30. 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.
31. The Bidder/s shall submit an analysis of rates if called upon to do so to ascertain the reasonableness of the rates.
32. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.

33. In case of any doubt/ambiguity, the decision of IRCTC will be final and binding on the tenderer.
34. **Blacklisting/Debaring:** 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.
35. **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/IR shall forfeit the security deposit and debar the bidder from participating in any contract for a period of two years. IRCTC/IR also reserves the right to award his/her quantum of work to some other agency in the manner as deemed fit.
36. **Indemnity:** Further, by submitting the documents for Tender, the agency agrees to indemnify IRCTC/IR 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.
37. **Corrections:** All the corrections made anywhere in the tender form, 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.
38. **Evaluation of bid:** The **L1 bidder shall be decided on the basis of minimum amount quoted in Price Bid form** and will be selected as the GST consultant for the Indian Railways. In case two or more bidders selected as L-1, having the same quote the one whose experience is more will be appointed.
39. Interested applicants can view and download the Tender documents from our website www.tenderwizard.com/IRCTC from **16.04.2019 to 07.05.2019**, however, the bids can only be submitted through online mode on the website www.tenderwizard.com/IRCTC on or before **07.05.2019 by 15.00 Hrs.**

5. Special Conditions of Contract

The contract will be governed by the Indian Railways 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:

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

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

1.3 “Consultant” means the successful Bidder that may provide or provides the Services to the Owner under the Contract.

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

1.5 Implementation of GST in India” means implementation of GST in all the States and Union Territories of India.

1.6 “Services” means the work to be performed by the successful bidders pursuant to this Contract, as described in the detailed **“Scope of Work”**

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

1.8 “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.

1.9 “Transaction” means sale/purchase invoice to GSTN.

1.10 “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.

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

1.12 “Day” means calendar day

1.13 . “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.

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

1.15 “IRCTC Project Manager” means designated representative of IRCTC authorized as head of

concerned project and is authorized to take decisions on behalf of IRCTC in respect of project implementation.

- 1.16 **“Republic”** means the Republic of India.
- 1.17 **“SCC”** means the Special Condition of Contract.
- 1.18 **“Tenderer/Bidder”** Shall mean a company/firm in its individual right.
- 1.19 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.
- 1.20 **“Work”** means **Tender for the appointment of GST consultant for Railway Board (Ministry of Railway Board), New Delhi** “Project” and “Work” has been used interchangeably.
2. **Patent Rights:** The GST Consultant 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 3 (Three) years from the date of commencement of the assignment.**
4. **Validity:** The offer shall be kept valid for acceptance for a minimum period of 120 (One Hundred & Twenty 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 for a period of two years.
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 for Indian Railways.** 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 Indian Railways 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, a deduction for income tax along with surcharge as applicable will be made from sums paid for carrying out the work under this tender.
9. No office space/office equipments shall be made available by IRCTC / IR to the 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 IR/ 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, at the advice of Railway Board, 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.

12. Earnest Money:

12.1 Bidders are required to submit **Rs 5 Lakhs/- (Rupees Five Lakhs-only)** online on the E-Tendering Website "www.tenderwizard.com/IRCTC" through the link provided therein prior to the submission of bid towards Earnest Money to be eligible for participation in this tender. In case, the offer is not accompanied by Earnest Money, the same will be **summarily** rejected.

12.2 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.

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

12.4 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.

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

13. 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.

14. 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 the GST consultancy Work in the form of Demand draft in favour "IRCTC Ltd" on any scheduled commercial bank payable at 'New Delhi'. No interest shall be admissible on Security Deposit. The Security Deposit which will be refunded after successful completion of the work awarded as per the terms and conditions without any interest.

15. Performance Security deposit

- a) The Firm, whose tender is accepted, shall have to deposit the Performance Security Deposit amount equal to 5% (five percent) of the Total contract value for the GST consultancy Work in the form of Bank Guarantee in favour "IRCTC Ltd" on any scheduled commercial bank. No interest shall be admissible on Performance Security Deposit. The Performance Security Deposit will be returned after successful completion of the work awarded as per the terms and conditions and milestone chart without any interest.
- b) The Performance Security Deposit amount shall be en-cashed in the following cases:
- i. If the Bidder withdraws or modifies its proposal in the interval between the contract period.
 - ii. If the Bidder fails to provide the satisfactory services within the stipulated time or any extension thereof provided by IRCTC. The decision as to what constitutes "satisfactory services" shall be solely with IRCTC, whose decision in this regard shall be final and binding.

- iii. If at any point of time it is found that the bidder has submitted any incorrect or forged information / document.
- iv. The selected firm will not be permitted by IRCTC to opt out before the completion of the Contract period. In the event of failure of consultant, the security deposit and performance security deposit as indicated in para 14 & 15 shall stand forfeited.
- v. In case bidder fails to submit the data to file the return within prescribed time as specified under the Act.
- vi. In case the bidder does not make the payment of taxes within prescribed time under GST Act, any interest, penalty or any other amount charged by the Govt. / Tax authority in this regard shall be recovered from the amount payable to the bidder.

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

17. PAYMENT TERMS

17.1 No Advance shall be paid by IRCTC.

17.2 GST Consultant will raise the Invoice on IRCTC as per the awarded rate at the end of Quarter. After verification of work by Railways payment shall be made by Cheque/Draft/NEFT within a month of verification of Bill. No interest shall be payable /admissible for delay in payment.

17.3 IRCTC shall raise Invoice against Railways for the payment made to GST Consultant.

18. **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 IR, and shall at all times support and safeguard IR's legitimate interests in any dealings with Third Parties.

19. 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.

20. **Compliance of Instructions:** The GST consultant shall comply with any other instructions issued by IR/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.

21. **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.

22. Any notice to be served on Bidder shall be deemed to be sufficiently served if delivered at or sent by registered post addressed to the bidder at their registered office or last known place of business. Any notice to be served by the bidder on the contract shall be deemed to be sufficiently served if, left at the office / sent by registered post / courier addressed to Group General Manager – Finance, IRCTC, Corporate Office, 11th Floor, Statesman House, B-148, Barakhamba Road, New Delhi – 110001.

23. 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.

24. 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 endeavor 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 along with format annexed hereto as Annexure- T. 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 include in the reference.

25. **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.

26. **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 IR/IRCTC with reasonable evidence thereof.

27. **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.

28. Termination of Contract:

- (i) Either party may terminate the contract by giving three-month notice to the bidder. However, the agency shall continue to operate till the operationalisation of new GST Consultant for smooth transition. The contract will be deemed to be terminated at the end of the contract period provided that 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.
- (ii) In the event of defaults mentioned hereunder, IRCTC/IR 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/IR 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/IR, 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.

29. 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.

30. 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,
- d. patent rights, trademarks, rights in or relating to Confidential Information and any other intellectual property or similar rights (registered or unregistered) throughout the world.
- e. 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.
- f. 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.
- g. No Agency: This Agreement does not create an agency, partnership, or joint venture between the parties.
- h. 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.

- 31. Usage of data / documents / information:** After appointment/placement of work order, the selected Agency shall ensure that the documents, data, information etc if imparted by IR/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 IR/IRCTC in writing. The confidential information will be safeguarded and the Agency shall take all necessary actions to protect IR/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 IR/ 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.**
- 32. Inspection:** IR/ 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 .
- 33. Jurisdiction:** The courts of New Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of this assignment.

Covering Letter

(To be printed on company's letterhead)

**The Group General Manager –Finance,
IRCTC Corporate Office,
11th Floor, Statesman House
B-148, Barakhamba Road
New Delhi – 110001**

Ref: Tender No. 2019/IRCTC/CO/Finance/GST

Sir,

- Being duly authorized to represent and act for and on behalf of _____ (herein the applicant), and 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 GST Consultant for Indian Railways.
- The Earnest money Deposit amounting to Rs.500000/- (Rs. Five lakh only) has been submitted online through the link provided on the e-tendering website.
- This offer is made with full understanding that:
 1. IRCTC reserves the right to reject or accept any offer, cancel the GST consultant Work, and / or reject all offers and I/we shall have no claim in that regard against IRCTC.
 2. 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 GST consultant Work.
 3. I/We agree to keep our offer valid for one hundred twenty (120) 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 fulfill all the terms, conditions of the aforesaid Offer and bind ourselves to complete all formalities from time to time as required.

Authorized Signatory

Date:

Name and seal of Firm

Place:

Encl:

Digitally signed and/or duly stamped & signed Invitation to tenderers, Notice Inviting tender, Introduction, Scope of work, Special conditions of contract, Price Bid form, List of Documents have been submitted online along with the Bid.

PRICE BID FORM

S.No.	Assignment	Unit of measurement	Amount Exclusive of GST (Rs)	Amount in words (Rs.)
1.	Appointment of GST Consultant as per Scope of Work refer in Clause No 2 page 5-7 of The Tender Document	Lump sum	<i>To Be Filled Online only</i>	

Note:**L1 bidder shall be decided on the basis of minimum amount quoted above.**

- 1. Bid should be submitted through online mode only**
- 2. GST Charges as levied shall be applicable be paid at prevailing rates at the time of payment subject to submission of necessary document.**
- 3. Please read the Terms and Conditions carefully before filling the Price Bid Form.**
- 4. In case two or more bidders selected as L-1, having the same quote the bidder who have more years of experience, will be appointed.**
- 5. In case discrepancy between the amount and the total amount or between word and figures, the former will prevail.**

Date :

Place :

Signature

(Authorized Representative of Firm)

For and on behalf of M/s _____

Official Seal:

Letter of Undertaking

Date: -

To,

GGM (Finance),
IRCTC,
New Delhi.

Subject: Letter of Undertaking for professionals.

Ref: **Tender No. 2019/IRCTC/CO/Finance/GST**

Dear Sir,

This is with reference to the tender named as “**Tender for the appointment of GST consultant for Railway Board (Ministry of Railway Board), New Delhi.**” We <Name of the Bidder> hereby confirm that we have more than 20 technically qualified professional on our rolls in the area of Consultancy /Taxation/Finance Accounting out of which more than 10 qualified persons having experience in field of finance and taxation with relevant qualification viz CS/CA/MBA/CMA/LLB/B.tech (IT)/ Computers etc.

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 Litigations/Consultancy.

Ref: **Tender No. 2019/IRCTC/CO/Finance/GST**

Dear Sir,

This is with reference to the tender named as “**Tender for the appointment of GST consultant for Railway Board (Ministry of Railway Board), New Delhi.**” We <Name of the Bidder> hereby confirm that we have experience in litigations/ consultancy in the field of Indirect Taxation such as VAT, Excise Duty, Customs Duty, Service Tax and GST etc.

List of major litigation attended by our firm/company is enclosed

For (Name of the Bidder Company)

Authorized Signatory (Seal & Stamp)

Annexure 'E'

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/Finance/GST**

Dear Sir,

This is with reference to the tender named as “**Tender for the appointment of GST consultant for Railway Board (Ministry of Railway Board), New Delhi.**” 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 a grave offence against it. 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 it or the Principal Officers/Partners.

For (Name of the Bidder Company)

Authorized Signatory (Seal & Stamp)

Annexure 'F'

Letter of Undertaking (On Firm/Company Letter Head)

Date: -

To,

GGM (Finance),
IRCTC,
New Delhi.

Subject: Letter of Undertaking for professional degree and relevant experience in Indirect Taxation.

Ref: **Tender No. 2019/IRCTC/CO/Finance/GST**

Dear Sir,

This is with reference to the tender named as “**Tender for the appointment of GST consultant for Railway Board (Ministry of Railway Board), New Delhi.**” We <Name of the Bidder> hereby confirm that 2 key member of our firm/company having Professional degree i.e. CA/CS/CMA/LLB and have relevant experience of 5-10 years in the field of Indirect Taxation. Further it is also confirm that 01 Key member having experience more than 5 years of IT operations viz ., Billing/Accounting system ERP..

List of key members along with qualification and area and year of experience is enclosed.

For (Name of the Bidder Company)

Authorized Signatory (Seal & Stamp)

Signing Authority Letter

Date: -

To,

GGM (Finance),
IRCTC,
New Delhi.

Subject: Signing Authority Letter

Dear Sir,

This is with reference to the tender named as Tender for GST Consultant Application for IRCTC.” dated We hereby authorize (Name of the bidder’s official with designation) to sign the said bid on the behalf of (Name of the Bidder Company).

For (Name of the Bidder Company)

Authorized Signatory (Seal & Stamp)

Letter of Acceptance of Terms & Conditions

To,

GGM (Finance),
IRCTC,
New Delhi.

Subject: Letter of Acceptance of Terms & Conditions.

Dear Sir,

This is with reference to the tender named as “Tender for the appointment of GST consultant for Railway Board (Ministry of Railway Board), New Delhi” dated. We agree to all the terms and conditions mentioned in the tender.

Signature of the Bidder

For (Name of the Bidder Company)

Authorized Signatory (Seal & Stamp)

Annexure 'I'

Subject: E-Tender for “The appointment of GST consultant for Railway Board (Ministry of Railways), New Delhi

Reference: Tender No. 2019/IRCTC/CO/Finance/GST

NO DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender without any reservations whatsoever. We hereby undertake and confirm that we have understood all the specifications, stipulations, terms and conditions as mentioned in this tender enquiry. Deviations, if any mentioned elsewhere in our bid (whether techno-commercial bid or price bid) will be treated as null and void by IRCTC.

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:

Subject: E-Tender for the appointment of GST consultant for Railway Board (Ministry of Railways), New Delhi

Reference: **Tender No. 2019/IRCTC/CO/Finance/GST**

GENERAL DECLARATION CERTIFICATE

I, _____ hereby
certify that all the information and data furnished with regard to this tender No.....

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.

I/We do hereby also declare that during the tenure of GST consultancy to Indian Railways, any amendment in GST Law/guidelines issued by Central/State Government from time to time shall be automatically applicable to the contract to the extent they improve upon the stipulation of this tender from IRCTC/IR view.

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/IR.

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.

(Signature & seal of authorized signatory)

(This is to be given on the letter head of the bidder)

Subject: E-Tender for the appointment of GST consultant for Railway Board (Ministry of Railways), New Delhi

Reference: **Tender No. 2019/IRCTC/CO/Finance/GST**

DECLARATION ON NON DISCLOSURE

M/s..... willing to provide service to Indian Railway
for

GST consultancy work, hereby undertake to comply with the following in line with information security of IRCTC/IR:

- 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/IR.

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:

Subject: E-Tender for the appointment of GST consultant for Railway Board (Ministry of Railways), New Delhi

Reference: **Tender No. 2019/IRCTC/CO/Finance/GST**

NEFT Format

Beneficiary Name	
Beneficiary Bank Name	
GST Number	
Beneficiary Bank address	
IFSC CODE of the bank	
Beneficiary Account Number	
Email ID	
PAN	

Enclosed: A photocopy/cancelled copy of one leaf from cheque book for the codes required above.

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform IRCTC in case of any changes in the Bank Particulars at a future date.

Thanking you,

Yours sincerely,

Signature:

Name:

Designation:

Company Name:

Date:

Company Seal:

Subject: E-Tender for “The appointment of GST consultant for Railway Board (Ministry of Railways), New Delhi

Reference: **Tender No. 2019/IRCTC/CO/Finance/GST**

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 ‘Consultant’ 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 Consultant 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 Consultant 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 Consultant. 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 Consultant and notwithstanding any security or other guarantee that the IRCTC may have in relation to the Consultant'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 _____

Consultancy Services package**For****Consultancy of GST in IRCTC****PROFORMA FOR CHANGES/MODIFICATIONS SOUGHT BY BIDDERS TO
THE BIDDING CONDITIONS**

IRCTC expects the bidders to fully accept the terms and conditions of the bidding documents. However, the following proforma can be used to inform about the proposed changes/modification in advance to the pre-bid conference date.

Clause No. of Bidding Document	Full compliance / not agreed	Changes/modifications proposed by the bidders	Changes/ modifications proposed by the bidders	Remarks

Signature of the Bidder

Name: _____

Seal of the Organisation:

Subject: E-Tender for “The appointment of GST consultant for Railway Board (Ministry of Railways), New Delhi

Reference: Tender Enquiry No: **Tender No. 2019/IRCTC/CO/Finance/GST**

FIRM DETAILS

Name of the Firm	
Address Name of the Authorized Partner / Proprietor / Associate / Others	
Telephone Nos.	
Fax No.	
Mobile No.	
Email Address	
Date of Establishment	
Web Site Address (if any)	

Name and phone no of Contact Person

PAN No.

GST Registration Number.

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization: