



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/5894631  
Dated/दिनांक : 31-01-2025

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण  |  |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 17-02-2025 12:00:00  |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय   | 17-02-2025 12:30:00  |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)  | 150 (Days)   |
| Ministry/State Name/मंत्रालय/राज्य का नाम  | Ministry Of Railways   |
| Department Name/विभाग का नाम   | Railways Public Sector Undertakings  |
| Organisation Name/संगठन का नाम   | Indian Railway Catering And Tourism Corporation Limited                                      |
| Office Name/कार्यालय का नाम  | Corporate Office   |
| क्रेता ईमेल/Buyer Email  | buycon87.mr.ts@gembuyer.in   |
| Item Category/मद केटेगरी   | Custom Bid for Services - OUTSOURCING OF TAXATION WORKS                                      |
| Similar Category/समान श्रेणी   | <ul style="list-style-type: none"><li>Empanelment of Consultants/Service Providers</li></ul> |
| Contract Period/अनुबंध अवधि  | 2 Year(s)  |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)    | 100 Lakh (s)   |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 5 Year (s)   |
| Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है                          | Yes  |
| MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है  | Yes  |
| Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है                                       | Yes  |

**Bid Details/बिड विवरण**

|   |  |
|---|--|
| <b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>   | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>   | No   |
| <b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>   | No   |
| <b>ITC available to buyer/क्रिंता के लिए उपलब्ध आईटीसी</b>  | Yes  |
| <b>Type of Bid/बिड का प्रकार</b>  | Two Packet Bid   |
| <b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b> | 2 Days   |
| <b>Estimated Bid Value/अनुमानित बिड मूल्य</b>   | 4248000  |
| <b>Evaluation Method/मूल्यांकन पद्धति</b>   | Total value wise evaluation  |
| <b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>                       | Yes  |

**EMD Detail/ईएमडी विवरण**

|                   |    |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

**ePBG Detail/ईपीबीजी विवरण**

|  |           |
|--|-----------|
| Advisory Bank/एडवाइजरी बैंक  | HDFC Bank |
| ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)                              | 5.00      |
| Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने). | 26        |

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

**Beneficiary/लाभार्थी :**

IRCTC LTD

9-1-129/1/102, 1st Floor, Oxford Plaza, Sarojini Devi Road, Secunderabad, Telangana - 500 003, Railways Public Sector Undertakings, Indian Railway Catering and Tourism Corporation Limited, Ministry of Railways

(Irctc Ltd)

**MII Compliance/एमआईआई अनुपालन**

|                               |     |
|-------------------------------|-----|
| MII Compliance/एमआईआई अनुपालन | Yes |
|-------------------------------|-----|

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

ANNEXURE B - [1738319525.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1738319830.pdf](#)

**Instruction To Bidder:**[1738319834.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1738319837.pdf](#)

**Scope of Work:**[1738319840.pdf](#)

**Payment Terms:**[1738319843.pdf](#)

Penalties:[1738319846.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1738319852.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1738319855.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1738319858.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1738319970.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1738319972.pdf](#)

GEM Availability Report ( GAR):[1738328487.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1738328212.pdf](#)

### Custom Bid For Services - OUTSOURCING OF TAXATION WORKS ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

| Specification  | Values                        |
|--|-------------------------------|
| <b>Core</b>  |                               |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | OUTSOURCING OF TAXATION WORKS |
| Regulatory/ Statutory Compliance of Service  | YES                           |
| Compliance of Service to SOW, STC, SLA etc   | YES                           |
| <b>Addon(s)/एडऑन</b>   |                               |

#### Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100%                                  | NA                                     |

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता   | The quantity of procurement "1" indicates Project based or Lumpsum based hiring. | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|---|--|--|
| 1              | Venkata Lakshmi Rajyam Bangaru                          | 500003,3rd Floor, Oxford Plaza, S D Road, Secunderabad. | 1  | N/A                                      |

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

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Buyer Added Bid Specific ATC

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

### 3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

IRCTC LTD  
payable at  
HYDERABAD

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the

case may be.

15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



CIN -L74899DL1999GOI1101707  
Website [www.irctc.com](http://www.irctc.com); e-mail [info@irctc.com](mailto:info@irctc.com)

## Indian Railway Catering and Tourism Corporation Limited

**ADDITIONAL TERMS AND CONDITIONS(ATC) FOR OUTSOURCING OF TAXATION WORKS-SOUTH CENTRAL ZONE**

**No. 2024/SCZ/IRCTC/Taxation dt: 20.01.2025**

|  |   |
|--|---|
| <b>Last date and time of submission</b>  | <b>: As per GeM Bid.</b>  |
| <b>Date and time of opening of offer</b> | <b>: As per GeM Bid</b>   |
| <b>Address of Communication</b>          | <b>: Group General Manager</b><br><b>IRCTC, South Central Zone</b><br>9-1-129/1/102, 1st Floor, Oxford Plaza, Sarojini<br>Devi Road, Secunderabad, Telangana-500003 |
| <b>Earnest Money Deposit</b>             | <b>: NIL</b>  |

**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 ensuring due compliance of the provisions of Direct and Indirect Tax and strictly adhere to the schedules, formats, requirements as per the requirement of the Act. In no circumstances shall IRCTC, or its respective advisors, firms, 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 Tender 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. 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.



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**Indian Railway Catering and Tourism Corporation Limited****1. Notice Inviting Tender****Tender No. 2024/SCZ/IRCTC/Taxation****Date: 20.01.2025****Sub: - E-TENDER (Through GeM Portal) for outsourcing of taxation works South Central Zone/IRCTC Ltd.**

Indian Railway Catering and Tourism Corporation Limited (IRCTC) invite bids through GeM portal for the Outsourcing of Taxation work for a period of two years and further extendable for another One Year period on satisfactory performance at sole discretion of IRCTC.

Tenders should be filled with neat, legible and correct entries, indistinct figures should be avoided. The amount/rates should be filled 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 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, along with the Bid, Agreement Format of the tender document, Non-Disclosure Agreement format etc. Any tender document not so signed is likely to be rejected.

The tenderer shall be intimated about the award of work and the firm on issue of work order shall submit security deposit equivalent to 5% of the total contract value. IRCTC reserves the right to reject the E-tender 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 firms, Terms and conditions, Covering Letter, Price Bid form to be submitted along with the Bid.

**For Indian Railway Catering and Tourism Corporation Ltd.****Group General Manager**

## 2. Brief Write up of Corporate Profile

Indian Railway Catering and Tourism Corporation Limited was set up by the Ministry of Railways, Government of India to upgrade, professionalize and manage catering and hospitality services at Railway stations, on trains and other locations; to promote domestic and international tourism, development and establishment of Budget Hotels, Rail Ticketing through Internet and to provide quality packaged drinking water. During the financial year ended on 31st March, 2024 the Corporation has reported a total income of Rs. 4434.66 Crore and net profit of Rs.1111.26 Crore. (PAT).

The Corporation is presently engaged in the following business activities: -

- Providing catering and Hospitality Services at Railway and Non Railway Units.
- Awarding of licenses for Food Plazas/Fast food units.
- Booking of Rail Tickets & Air Tickets through Internet,
- Managing IRCTC own Payment Gateway (iPay) and own Wallet (iMudra).
- Manufacturing Railneer (Packaged Drinking water).
- Managing Base Kitchen at various stations.
- Promoting Rail based and Air tourism.
- Managing Tourism Facilitation Centers.
- Managing Tejas train.

The Corporation, at present is having the following business establishments: -

- Registered and Corporate Office at New Delhi,
- Zonal Offices at New Delhi, Kolkata, Mumbai, Chennai and Secunderabad,
- Regional Offices at Chandigarh, Lucknow, Jaipur, Patna, Guwahati, Bhubaneshwar, Bhopal, Ahmedabad, Ernakulam and Bangalore.
- Major catering units located in-
  - North Zone - New Delhi, Ajmer, Jaipur, Kanpur, Varanasi, Lucknow, Jhansi, Gorakhpur, Allahabad.
  - East Zone - Howrah, Sealdah, Patna, Mugalsarai, Guwahati, Kharagpur.
  - South Zone - Chennai, Madurai, Ernakulam.
  - West Zone - Mumbai, Kota, Nagpur, Bhusawal.
  - South Central Zone – Secunderabad, Bilaspur, Vijaywada, Tirupati.
- Railneer (Packaged Drinking water) Plants at Nangloi (Delhi), Danapur (Patna), Palur (Chennai), Ambarnath (Maharashtra) are departmentally managed plants. Bilaspur (Chhattisgarh), Amethi (Lucknow), Parassala (Kerala), Hapur (Uttar Pradesh), Sanand(Gujarat), Mandideep (Bhopal), Nagpur (M.P), Jagiroad (Assam), Sankrail (West Bengal), Maneri (Jabalpur, MP), Una (H.P), Bhuwanesar (Orissa), Vishakhapatnam (Andhra Pradesh), Kota (Rajasthan), Bhusawal (Maharashtra) are managed and Operated by Licensee.
- Internet Ticketing Operations Office at New Delhi.
- Tourism Operations at Punj House, New Delhi.
- Base Kitchens at various ZO/RO.
- Tourism Facilitation Centers at various zones.

**Note-This list is only inclusive not exhaustive. Any business activity or location can be added during the tenure of the contract and will/shall form part of the business establishment of the corporation.**

### 3. Instructions to the Bidder

IRCTC proposes to obtain offer through E-tender (Through GeM portal) mode for the Outsourcing of Taxation work for a period of two years and further extendable for another One Year period on satisfactory performance at sole discretion of IRCTC.

#### 1. General:

|   |          |                        |
|---|----------|------------------------|
| <b>Last date and time of submission</b>   | <b>:</b> | <b>As per GeM Bid.</b> |
| <b>Date and time of opening of offers</b> | <b>:</b> | <b>As per GeM Bid</b>  |

#### 1.1 Documents to be submitted by Firms:

##### **I. With the Technical Bid – Bid A:**

1. All the details/relevant documentary evidences as per Technical Criteria (**Annexure O**)
2. The offer form (marked as Technical BID – BID A) (**Annexure A**) stamped, dated, and signed.
3. The entire E-Tender document is originally signed / stamped dated and signed on each page.

Note:

- a. All the E-Tender papers should be serially numbered. The Page No.1 (One) of the E-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 as per **Annexure – B**.

The Financial Bid containing the financial offer as per the format in **Annexure – B** will not be opened with the Technical Bid.

The bids should be submitted- The bid containing all the required annexures/documents/details shall be **opened on As per GeM Bid.**

2. 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
3. Tender is not transferable. Incomplete tenders are liable to be rejected.
4. The intending bidder are advised to study tender conditions of this assignment and make themselves conversant with their contents as these shall govern the assignment and shall form an integral part thereof.
5. IRCTC reserves the right to reject the tender without assigning any reason.

## **4. Objective and Scope of Work**

### **Scope of Work: Period of Assignment**

Period of assignment for the work to be undertaken by the Firm will be for the period of two years (starting from the date of commencement mentioned in the letter of award) and can be extended for further one year on satisfactory performance at the sole discretion of the IRCTC LTD. The work will be completed on submission of all the MIS reports for the last month and successful handing over of the records/details/data to the successors/Client and only after receiving the NOC from IRCTC/ Successors.

#### **A. REGULAR PERIODICAL ACTIVITIES**

##### **Direct Taxes Matters: -**

- i. To study the existing internal process followed for the tax compliance and records/reports prepared and to suggest for the improvement, if any.
- ii. Computation and depositing of Monthly TDS/TCS (Salary & non-Salary) for all the TANs on PAN basis and reconciliation with the books of accounts. Filing of quarterly TDS/TCS returns such as 24 Q, 26 Q, 27 Q etc for all the TAN of the Company. Downloading of TDS/TCS certificates from the TRACES and providing the same to the concerned party under the record.
- iii. Carrying of corrections required in TDS/TCS returns relating to PANs, challans etc. in TRACES and to provide the revised /corrected certificates to the parties concerned.
- iv. Scrutinizing the books of accounts to ensure that the TDS/TCS under the Income Tax wherever applicable has been deducted as per the provisions of the Income Tax Act 1961. To compile the reconciliation as to the total expenses incurred under the various heads and the TDS/TCS deducted thereon, TDS/TCS deducted on lower rates and TDS/TCS not deducted with the reasons.
- v. Reconciliation of TDS/TCS returns filed with the books of accounts.
- vi. Computing the advance tax liability under the Income Tax Act and suggesting the amount to be deposited before the applicable due date.
- vii. To review, check & ensure that the entries relating to deducting and depositing of TDS/TCS are properly booked in ERP system of the Company.
- viii. Periodical reconciliation of TDS/TCS deducted by client/customers/ vendors of IRCTC with Form 26 AS and to intimate the detail of parties whose taxes are not reflecting in Form 26 AS to IRCTC for following up with the client.
- ix. To provide the details for ensuring filing of Annual Income Tax return, Annual Information Report (AIR), Form-61 A (Statement of Financial Transactions) required to be filed and any other return as required to be filed under the Income Tax Act 1961.
- x. To update the amendments/changes brought in the Direct Taxes from time to time to all the concerned and informing the management to get it implemented in ERP system.
- xi. In case Assessment / Scrutiny of Income Tax/TDS, TCS, drafting of reply and submission of the necessary details to the department to get the assessment / scrutiny completed up to the Tribunal level.
- xii. Preparation of reply to Notices etc. & appearance before the Department/ Authority and submitting of information with the prior discussion with IRCTC up to the Tribunal Level.
- xiii. Providing advice / opinion / update on Direct Tax Matters.
- xiv. To prepare the data for Tax Audit, co-ordination with Tax Auditor and ensure smooth and timely completion of Tax Audits.
- xv. Reviewing and passing of regular entries of taxation in ERP system and reconciling the tax reports in ERP with the tax liability and payment thereof.
- xvi. Co-ordinating with the internal, Statutory and CAG Auditors, providing the data/ documents/details for auditors addressing their queries/observations etc. of the company with respect to direct tax.

xvii. Assisting in making & applying for Tax residency certificate (TRC) of IRCTC in India.

Advising withholding tax implications on various foreign remittance to be made to Non-resident, foreign companies etc and issue necessary certificates required under the Act to remit foreign payments.

xviii. Assist in the tax planning under the Direct taxes and to suggest for the eligible investment/ expenditure bearing tax benefits.

xix. To update about the changes in the income tax Act having impact upon IRCTC and ensure implementation of the same.

xx. Preparation of MIS required by IRCTC relating to Direct Tax.

xxi. Any other compliance/ related work required to be conducted under the Income Tax Act or as directed by IRCTC from time to time based on its requirement.

### **Indirect Taxes Matters: -**

- a. To study the existing internal process followed for the tax compliance and records/reports prepared and to suggest for the improvement if any.
- b. Conducting detailed trial balance / ledger review on monthly basis to ensure that GST is being paid on all taxable supplies under forward charge as well as reverse charge Mechanism etc. for all the GSTINs of the Zone/company.
- c. To compile the monthly tax computations of all the operations of the company for all the states in South Central Zone and to pay the due tax before the due date of deposit of tax.
- d. To file the monthly GST returns i.e. GSTR-1, GSTR-3 B for all the states in South Central Zone. To file the other GST returns to be made applicable such as GSTR -2 or any other return which may be applicable in future.
- e. IRCTC shall appoint GST auditor (if required) for all the registered states. GST Auditors fees shall be borne / paid by the IRCTC. Outsourcing firm shall be responsible to co-ordinate with GST Auditors, compile the data & ensure smooth completion of GST Audit and filing of GSTR-9 & GSTR-9C etc within the prescribed time.
- f. To compile the books of accounts after scrutiny of the transactions and to get all the payment of TDS made before the due date. To file the monthly GST-TDS returns and to provide the TDS certificates to the parties for all the GSTIN.
- g. To compile the GST-TCS liability for the e-commerce business of the company and to pay the taxes and file the returns required in this regard before the due date.
- h. To generate the e-invoice for the invoices raised by the corporation.
- i. To prepare e- way bill for the dispatch of material and to prepare monthly e way reconciliation statement.
- j. To scrutinize/review all the input tax credits claimed are in accordance with the provisions of Act and to ensure all the input tax credit has been availed by the company.
- k. To prepare the data for Statutory Audit/Internal audit/CAG Audit/Tax Audit/ /GST department audit and co-ordination with Auditor.
- l. Monthly reconciliation of the input tax credit claimed as per the GSTR-2A/GSTR 2B with the ERP records and to update the IRCTC the detail of parties whose tax is not reflected in GSTR-2A.
- m. Monthly reconciliation of all GST returns (GSTR-1 & GSTR 3B), GST-TDS and GST-TCS with the books of accounts of the company.
- n. Review will be carried out at all locations in South Central Zone (including existing and any new units opened during contract tenure) where accounting transactions are booked by IRCTC.
- o. Reviewing and passing of regular entries of taxation in ERP system and reconciling the tax reports in ERP with the tax liability and payment thereof

- p. To analyse and advise the Company about the changes in GST Act through Amendments, Notifications, Circulars etc.
- q. Advice / opinion / Update on Indirect tax matters.
- r. Assistance in all GST compliances, replying show cause notices, demands notices, cases and other proceedings, as and when required, initiated by appropriate authorities including drafting, filing of replies, stay of demand and submissions, appeal pursuing, assisting and coordinating with GST authorities up to tribunal level.
- s. To advise Company for amendment of existing software about changes or new functionalities required, complying with GST Act & Rules made there under.
- t. Any other compliance required to be conducted under the Indirect Tax Act or any other functions related to indirect tax as directed by IRCTC, time to time, based on its requirement.
- u. Preparation of MIS required by IRCTC relating to indirect taxation.
- v. To co-ordinate with tax consultants other zones/CO for inter zone tax related entries and seeking/providing IRNs from/to other zone.

**Furthermore, any fee/charges applicable/ levied by the Tax Authorities such as return uploading fees, appeal Filing fees or any other statutory filing fees etc. which cannot be termed as “Service to IRCTC” shall be reimbursed to the firm on actual basis i.e. on production of necessary proof of such payment. It may be noted that except, as provided in this clause, no other charges shall be paid by IRCTC from those quoted in the financial bid duly accepted and approved by IRCTC.**

**Note:- The bidder firm shall attend to all the notices and cases or any queries raised by Income Tax, Service Tax, VAT, GST or any other tax authorities after awarding above contract up to the tribunal level without charging any additional fees. It is further clarified that the notices / cases / queries issued prior to the appointment of the prospective bidder firm related to various taxation matters will also be handled by the firm except for the cases which have already been assigned to various professionals i.e Advocates/Consultant/Chartered Accountant firms.**

## 5. Eligibility Criteria

The following eligibility criteria are mandatory for participating in this Open E-Tender through GeM Portal.

- (i) The bidder must be either a registered partnership firm, Proprietor, LLP or a Company and should have been in Accounting, Auditing and taxation services in India at least for the last five years. (Copy of GST registration, PAN and Certificate of Incorporation, Certificate of registration of firm / LLP Registration /Registered partnership deed required).
- (ii) The Registered head office /Branch office of Firm must be in Hyderabad/Telangana & may have branches/offices elsewhere in India. (Copy of registration certificate issued by the ICAI for details of Head office and Branches required)
- (iii) **For Non MSMEs & Start Ups:** -The Firm should have total turnover (audited) of INR 100 lakhs or more in the last three Financial Years i.e. 2021-22, 2022-23 and 2023-24 related to professional services and net worth of INR 50 lakhs as per the last audited financial statement (F.Y 2023-24) submitted with the E-Tender document.
- (iv) **For MSMEs & Start Ups-**The Firm should have total turnover (audited) of INR 25 lakhs or more in the last three Financial Years i.e. 2021-22, 2022-23 and 2023-24 related to professional services and net worth of INR 12.5 lakhs as per the last audited financial statement (F.Y. 2023-24) submitted with the E-Tender document.

Turnover & Net Worth of the firm should be supported by audited profit and loss account & balance sheet. (Turnover and Net worth of the firm should also be supported by a certificate from a practicing Chartered Accountant or the Firm's Auditor.).

Further, for MSMEs/Start-ups, who are taking the benefit of reduced criteria for turnover must submit the valid Udyog Adhaar certificate issued for MSMEs and certificates issued from DPIIT (Department for Promotion of Industry and Internal Trade (DPIIT) for start-ups.

- (v) The Firm should have an experience of providing Indirect/Direct taxation consultancy services for minimum continuous period of one year in any of the last five years to at least One PSU clients to any Ministry/Department of Central Government, CPSUs, Companies registered under Indian Companies Act etc. Out of the above three assignment of consultancy, one assignment must be for GST consultancy. (i) Copy of Client certificate clearly indicating the period covered is required. (ii) Relevant extract of Annual accounts of the client or any other documentary evidence in case of the clients also may be provided).
- (vi) The Firm should have at least 4 Qualified Chartered Accountant in their firms as partner or on roll and should have experience more than 5 years in the area of Consultancy/ Taxation/ Finance & Accounting. (Self-declaration as per Annexure " C").
- (vii) The Firm should have litigations experience in the field of Indirect Taxation such as VAT, Excise Duty, Customs Duty and Service Tax, GST and Income Tax. (Self-Declaration as per Annexure "D")



| <b>6. SUBMISSION OF BIDS</b> |   |   |  |
|------------------------------|---|---|--|
| 1.                           | Papers to be submitted in hardcopy by successful bidder (after finalization of contract through GeM.) | : | <p>BID A (Technical BID) and BID B (Financial BID) shall be submitted.</p> <p><b>a.</b> Signed Documents to be submitted in BID ‘A’</p> <ul style="list-style-type: none"> <li>- Technical BID – Annexure ‘A’ along with supporting document (as mentioned in eligibility criteria).</li> <li>- E-Tender document signed and stamped on each page.</li> </ul> <p><b>b.</b> Signed Documents to be submitted in BID ‘B’</p> <p>Financial BID in the prescribed format (<b>Annexure – ‘B’</b>).</p>  |
| 2.                           | IRCTC reserves the right to terminate the E-Tender bidding process                                    | : | IRCTC reserves the right to terminate the E-Tender 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 E-Tender bidding process is completed with the issue of letter of award of license to the successful Firm by IRCTC.   |
| 3.                           | Signing and stamping of E-Tender document   | : | All the pages of the E-Tender document must be signed & stamped and submitted through GeM portal by the authorized signatory of the applicant. In case of Proprietorship/Partnership firms/LLP authorized signatory maybe Proprietor/Partner of the firm and in case of company, Copy of the Board’s resolution along with attested signature of the signing authority will be required, failing of which the Bid maybe treated as invalid.  |
| 4.                           | Date of Submission  | : | The date and time of submitting bid in GeM as specified in “Notice inviting E-Tender”.   |
| 5.                           | Debarment   | : | If Bidder or any of its partner/s or sister concern, who have been debarred by IRCTC/Railways/CPSU dept/ Govt of India, shall also be debarred from participating in the future projects of IRCTC/Railway Shall not be eligible to participate in the E-Tender, during the period of such debarment.   |
| 6.                           | Corrupt or Fraudulent Practices   | : | <p>IRCTC reserves the right to verify the authenticity of the documents submitted as technical Bid –Bid-A, by the bidder. IRCTC shall inspect the physical assets of the successful bidder as declared in the technical bid (Bid-A). If such a bidder is awarded the contract and on a later date if it is noticed that the firm has engaged in corrupt or fraudulent practices, in competing for or in executing the contract, the contractor may, after giving 14 days’ notice to the firm, terminate the Contract. For the purpose of this Sub-Clause:</p> <p><b>“Corrupt practices”</b> 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;</p> <p><b>“Fraudulent practice”</b> means a misrepresentation of facts or submission of forged documents in or to influence a procurement</p> |

|  |  |  |
|--|--|--|
|  |  | <p>process or the execution of a Contract to the detriment of the contractor, 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> |
|--|--|--|

**7. SYSTEM OF AWARD OF CONTRACT**

|    |                        |   |   |
|----|------------------------|---|---|
| a. | Award of Work          | : | At the time of allotment of contract, the Security deposit shall be payable by the bidder along with acceptance of award of contract. Detail of security deposit is enumerated.   |
| b. | 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 work and conditions as mentioned in the draft agreement shall form the binding agreement between IRCTC and the Firm. |

## 8. General conditions of Contract

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

6. 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.
7. 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.
8. The completed documents including the financial offer must be submitted not later than Proposal received after the closing time for submission of proposals shall not be considered.
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 Security Deposit lying with IRCTC shall stand forfeited and the bidder shall be debarred from taking part in future project for a period of three years.

10. This contract shall become effective upon signing and shall be continued in full force for period of two years. The terms of this contract may be extended by IRCTC for further one year, 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 amount within a period of 10 days from the date of issue of letter of award [LoA] and sign the agreements within 15 days from the date of issue of letter of award.

12. In case of acceptance of offer, IRCTC and Firm shall be required to execute the Contract Agreement on Non-Judicial stamp paper of Rs. 100 /- within 15 days from the date of issue of letter of award

**13. Confidentiality of bid evaluation:**

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

**13.1** 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

**13.2** 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.

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.

18. Any conditional tender 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 bidders.

**24. Blacklisting/Debarring:** The firm merely by filling the forms confirms that the firm 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 firm 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 firm has not given the correct information and flouted any condition or the firm does not have all the appropriate Contracts 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 three 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 firm 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 firm 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.

## 9. Responsibility of IRCTC and Bidder Firm

1. **IRCTC Responsibility**
  - (a) IRCTC/South Central Zone shall nominate nodal officer for Regional office and Rail Neer Plants.
  - (b) IRCTC will provide space, Computer & Printer etc. to the successful bidder Firm for providing service to IRCTC.
  - (c) IRCTC will release payment as per the terms and conditions of the contract.
  - (d) IRCTC will reimburse cost statutory fees paid by the Firm on behalf of IRCTC on submission of proper receipt/bill.
  
2. **Bidder Firm's Responsibility.**
  - (a) Firm will provide **minimum following staff** as per below mentioned qualification and experience to complete the scope of work as mentioned in objective and scope of work.  
**At Zonal Office South Central Zone – Secunderabad:** (i) **One Full time CA/ICWA** staff having at least one-year post qualification experience in Account and Taxation field.  
(ii) **One full time B. Com/M. Com** staff having one year post qualification experience in the Accounts & Taxation field.
  - (b) Firm shall pay the statutory fees /charges applicable/ levied by the Tax Authorities such as return uploading fees, appeal filing fees or any other statutory filing fees etc. which cannot be termed as "Service to IRCTC" shall be reimbursed to the firm on actual basis i.e. on production of necessary proof of such payment.
  - (c) Firm will provide services to IRCTC for all the existing taxation as well as any tax regime implemented in future by the Government of Indian during the contract period.
  - (d) Firm will responsible for all the work as mentioned in the scope of work and any other work assigned by IRCTC time to time.

**NOTE: - The Qualifications, credentials & experience as mentioned in bidder firm's responsibility above must be verified and approved by nominated IRCTC official before deployment/ change of staff during the tenure of the contract.**

## 10. Special Conditions of Contract

The contract will be governed by the IRCTC Standard General Conditions of the contract ([www.indianrailways.gov.in](http://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 IRCTC for delivery of service. The word is considered synonymous to Firm.
  - 1.3 “Firm/Agency”** means the successful Bidder that may provide or provides the Services to the IRCTC 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 “Services”** means the work to be performed by the successful bidders pursuant to this contract, as described in the detailed **“Scope of Work”**
  - 1.6 “Acceptance of Bid”** means the letter/telex/telegram/fax or any memorandum communicating to the bidder as the acceptance of his bid.
  - 1.7 “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.
  - 1.8 “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.
  - 1.9 “Closing Time”** means the date and hour specified in the bidding documents for the submission of bids.
  - 1.10 “Day”** means calendar day
  - 1.11 “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.
  - 1.12 “IRCTC”** would mean the IRCTC Catering and Tourism Corporation Ltd acting through its Addl General Manager or any other representative authorized by him.
  - 1.13 “IRCTC Nodal Officer”** means designated representatives of IRCTC authorized as head of concerned project and is authorized to take decisions on behalf of IRCTC in respect of Taxation work.
  - 1.14 “Republic”** means the Republic of India.
  - 1.15 “SCC”** means the Special Condition of Contract.
  - 1.16 “Tenderer/Bidder”** Shall mean a company/firm in its individual right.
  - 1.17 “Written”** or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
  - 1.18 “Work”** means Tender for the engagement of firm for outsourcing of taxation work of IRCTC, South Central Zone "Project" and "Work" has been used interchangeably.
- 2. Patent Rights:** The 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 two years 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 for a period of three 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 Security Deposit.
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. TDS/ GST TDS etc as applicable will be made from sums paid for carrying out the work under this tender.
9. IRCTC will provide space, Computer & Printer etc. to the successful bidder Firm for providing service to IRCTC.
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 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:
  - Non timely satisfactory delivery of desired work/services mentioned in Scope of Work.
  - 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. 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 the Work in the form of Demand draft in favour "IRCTC Ltd" on any scheduled commercial bank payable at 'Hyderabad'. 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.
  - a) The Security Deposit amount shall be forfeited 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 firm, the security deposit shall stand forfeited.
- v. In case bidder fails to fulfil the scope of work within prescribed time as specified under the Acts.
- vi. In case the bidder does not make the payment of taxes within prescribed time, 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.

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

- 15.1 No Advance shall be paid by IRCTC.
- 15.2 Payment towards performance of services under the contract shall be made on satisfactory completion of services on Monthly Basis.
- 15.3 Zonal Finance head shall be nodal officer for taxation work of respective Zone/RO/Plants etc. Hence service provider shall consult with Zonal finance head for any issue relating to respective Zone/Ro/plant.
- 15.4 The monthly GST compliant invoice of the services will be raised on respective Zonal Office as per the accepted rate for the respective Office/Zone and the same shall be submitted with the Nodal Officer appointed by IRCTC
- 15.5 The payment will be released by the appointed Nodal Officer for Zone after verification of the invoices submitted.
- 15.6 All payment shall be subject to recoveries towards statutory deductions, LD (If any) etc.
- 15.7 The payment will be made by electronic transfer to the account of the firm.
- 15.8 TDS, GST TDS etc. (as applicable) will be made from sum paid to carrying out the work this tender.

**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 (EPFO & ESIC etc.):** 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.

**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 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 Agreement, 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 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.

Such dispute/differences shall be referred to Sole Arbitrator from the panel of Arbitrators appointed by Chairman and Managing Director of IRCTC. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion subject to determination by the Arbitration tribunal.

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.

**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 firm, its employees, agents, representatives or contractors, including prosecution under any legislation.

## **25. Termination of Contract:**

- (i) Either party may terminate the contract by giving three-month notice. However, the agency shall continue to operate till the operationalization of new Firm 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 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 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 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.** The bidder shall be given maximum ten (10) 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 and to convey his acceptance of award of contract. In case failing to do so, the bidder shall be debarred from participating in the future tender of IRCTC for a period of one 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 firm, 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 firm 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. Jurisdiction:** The courts of Hyderabad shall alone have jurisdiction to decide any dispute arising out of or in respect of this assignment.

**Annexure "A"****Covering Letter**

(To be printed on firms's letterhead)

**The Group General Manager,  
South Central Zone  
3<sup>rd</sup> Floor, Oxford Plaza,  
S.D Road  
Secunderabad -500003**

Ref: : E-Tender No. 2024/SCZ/IRCTC/Taxation dt: 20.01.2025

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 Instructions to bidders, Notice Inviting tender, Brief write up of IRCTC, responsibility of IRCTC & firm, objective & Scope of work, Special conditions of contract, Price Bid form, List of Documents etc to be submitted along with the Bid, The undersigned hereby offer our Bid for the engagement of Firm for IRCTC.
- This offer is made with full understanding that:
  1. IRCTC reserves the right to reject or accept any offer, cancel the Firm 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 Firm Work.
  3. I/We agree to keep our offer valid for one hundred fifty (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 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:**

signed and/or duly stamped & signed Instructions to bidders, Notice Inviting tender, Brief write up of IRCTC, responsibility of IRCTC & firm, objective & Scope of work, Special conditions of contract, Price Bid form, List of Documents etc to be submitted online along with the Bid.

## Annexure 'B'

## PRICE BID FORM FOR OUTSOURCING OF TAXATION WORKS SOUTH CENTRAL ZONE

E-Tender No. 2024/SCZ/IRCTC/Taxation dt: 20.01.2025

| Assignment   | Max Fee (Excl. of Tax) | Unit of measurement | Amount Exclusive of Tax (Rs) | Amount in words (Rs.) |
|--|------------------------|---------------------|------------------------------|-----------------------|
| Fee for scope of work mentioned in Objective and Scope of Work | Rs.150000/-            | Lump sum (Monthly)  |                              |                       |

**Note: The bidder shall quote Lump sum (Monthly) amount (excluding taxes)**

1. Tax Charges as levied shall be applicable be paid at prevailing rates at the time of payment subject to submission of necessary document.
2. Please read the Terms and Conditions carefully before filling the Price Bid Form.
3. In case discrepancy between the amount in word and figures, the former will prevail.

Date:

Signature

Place:

(Authorized Representative of Firm)

For and on behalf of M/s \_\_\_\_\_

Official Seal:

**Annexure 'C'**

Letter of Undertaking  
(To be printed on firm's letterhead)

Date: -

To,

**Group General Manager,  
South Central Zone/IRCTC,  
Secunderabad**

**Subject: Letter of Undertaking for professionals.**

**Ref: E-Tender No. 2024/SCZ/IRCTC/Taxation dt: 20.01.2025**

Dear Sir,

This is with reference to the tender named as **"E-Tender for the Outsourcing of Taxation work of South Central Zone/IRCTC Ltd, Secunderabad"** We <Name of the Bidder> hereby confirm that we have more than 02 Qualified Chartered Accountants in our firm as Partner or on our roll and they are having experience more than 3 years in the area of Consultancy /Taxation/Finance & Accounting.

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

For (Name of the Bidder Company)

Authorized Signatory (Seal & Stamp)



**Annexure 'D'****Letter of Undertaking (On Firm Letter Head)**

Date: -

To,

**Group General Manager,  
South Central Zone/IRCTC,  
Secunderabad****Subject: Letter of Undertaking for Experience in Litigations in Direct & Indirect Taxation.**

Ref: E-Tender No. 2024/SCZ/IRCTC/Taxation dt: 20.01.2025

Dear Sir,

This is with reference to the tender named as “**E-Tender for the Outsourcing of Taxation work of South Central Zone/IRCTC Ltd, Secunderabad**” We <Name of the Bidder> hereby confirm that we have experience in litigations in the field of Direct and Indirect Taxation such as Income Tax, VAT, Excise Duty, Customs Duty and Service Tax and Goods and Service Tax Act.

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

For (Name of the Bidder Company)

Authorized Signatory (Seal &amp; Stamp)

## Annexure 'E'

## Letter of Undertaking (On Firm Letter Head)

Date: -

To,  
**Group General Manager,**  
**South Central Zone/IRCTC,**  
**Secunderabad**

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

Ref: E-Tender No. 2024/SCZ/IRCTC/Taxation dt: 20.01.2025

Dear Sir,

This is with reference to the tender named as “**E-Tender (Through GeM Portal) for the Outsourcing of Taxation work of South Central Zone/IRCTC Ltd, Secunderabad.**” 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 confirmed 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)

**On Firm/Company Letter Head**

**Annexure 'F'**

**Signing Authority Letter**

Date: -

To,  
**Group General Manager,**  
**South Central Zone/IRCTC,**  
**Secunderabad**

Subject: Signing Authority Letter

Dear Sir,

This is with reference to the tender named as “**E-Tender (Through GeM Portal) for the Outsourcing of Taxation work of South Central Zone/IRCTC Ltd, Secunderabad.**” 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)

**Annexure 'G'****Letter of Acceptance of Terms & Conditions (On Firm Letter Head)**

To,

**Group General Manager,  
South Central Zone/IRCTC,  
Secunderabad**

Subject: Letter of Acceptance of Terms & Conditions.

Dear Sir,

This is with reference to the tender named as **“E-Tender (Through GeM Portal) for the Outsourcing of Taxation work of South Central Zone/IRCTC Ltd, Secunderabad”** 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 'H'**  
(On Firm Letter Head)

**Subject: E-Tender (Through GeM Portal) for the Outsourcing of Taxation work of South Central Zone/IRCTC Ltd. Secunderabad.**

**Reference: E-Tender No. 2024/SCZ/IRCTC/Taxation dt: 20.01.2025**

**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.

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:

**(On Firm Letter Head)**

**Annexure –'I'**

**Subject: E-Tender (Through GeM Portal) for the Outsourcing of Taxation work of South Central Zone/IRCTC Ltd. Secunderabad.**

**Reference: E-Tender No. 2024/SCZ/IRCTC/Taxation dt: 20.01.2025**

**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 contract any tax implementation on IRCTC, any amendment in Tax 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 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.

I further certify that I am the duly authorized representative of my company i.e. under mentioned bidder 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)**

(On Firm Letter Head)

ANNEXURE -'J'

**Subject: E -Tender (Through GeM Portal) for the Outsourcing of Taxation work of South Central Zone/IRCTC Ltd. Secunderabad.**

**Reference: E-Tender No. 2024/SCZ/IRCTC/Taxation dt: 20.01.2025**

**DECLARATION ON NON DISCLOSURE**

M/s..... Willing to provide service to IRCTC for

Tax Outsourcing & consultancy work; 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:

**Annexure 'K'**  
**(On Firm Letter Head)**

**Subject: E -Tender (Through GeM Portal) for the Outsourcing of Taxation work of South Central Zone/IRCTC Ltd. Secunderabad.**

**Reference: E-Tender No. 2024/SCZ/IRCTC/Taxation dt: 20.01.2025**

**NEFT Format**

|                                   |  |
|-----------------------------------|--|
| <b>Beneficiary Name</b>           |  |
| <b>Beneficiary Bank Name</b>      |  |
| <b>GST Number</b>                 |  |
| <b>Beneficiary Bank address</b>   |  |
| <b>IFSC CODE of the bank</b>      |  |
| <b>Beneficiary Account Number</b> |  |
| <b>Email ID</b>                   |  |
| <b>PAN</b>                        |  |

**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:



(On Firm Letter Head)

Annexure 'L'

**Subject: E -Tender (Through GeM Portal) for the Outsourcing of Taxation work of South Central Zone/IRCTC Ltd. Secunderabad.**

**Reference: E-Tender No. 2024/SCZ/IRCTC/Taxation dt: 20.01.2025**

**FIRM DETAILS**

|   |  |
|---|--|
| Name of the Firm  |  |
| Address   |  |
| Name of the Authorized Partner<br>/Proprietor / Associate / Others                    |  |
| Telephone Nos.  |  |
| Fax No.   |  |
| Mobile No.  |  |
| Email Address   |  |
| Date of Establishment   |  |
| Web Site Address (if any)   |  |
| Name and phone no of<br>Contact Person<br><br>PAN No.<br><br>GST Registration Number. |  |

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:

## Annexure 'M'

**Details of Zonal/Regional/Unit offices of IRCTC Limited.**

| S.No. | Name of Offices                                 | Address of offices   |
|-------|---|--|
| 1     | Railneer Plant, Bilaspur                        | Plot No. 22 & 23, Sec.-B, Sirgitti Industrial Area, Bilaspur, District – Bilaspur (C.G.) – 495004.   |
| 2     | Railneer Plant, Bhubaneswar                     | IDCO Plot No.13(P) & 14 (P), P.S.- Chandaka, Village-Chhattabar, Chhattabar Industrial Area, Khordha district, Odisha- 752054                    |
| 3     | Railneer Plant, Vishakapatnam                   | Rail Neer Plant (Joint Project of NTPC & IRCTC), NTPC Premises, Chipurupalli Village Road,Ravada, Parawada, Visakhapatnam, Andhra Pradesh-531020 |
| 4     | Railneer Plant, Vijayawada (Likely to commence) | Plot No.-9/21, Model Industrial Park, Mallavalli, Bapulapadu, Krishna District, A.P.   |
| 5     | South Central Zone office                       | 9-1-129/1/102, 1st Floor, Oxford Plaza, Sarojini Devi Road, Secunderabad, Telangana - 500 003.   |
| 6     | Bhubaneswar Regional Office                     | A-0/1, Ground Floor, Bhubaneswar Fortune Towers, chandrasekharapur- 751023.  |
|       |   |  |

**Note-This list is only inclusive not exhaustive. Any location can be added during the tenure of the contract and will/shall form part of the business establishment of the corporation.**

## Annexure 'N'

**Bid Securing Declaration Form**  
*(To be submitted on the letterhead of the Applicant/Bidder)*

**Tender No. E-Tender No. 2024/SCZ/IRCTC/Taxation dt: 20.01.2025**

To,

**Group General Manager,  
South Central Zone/IRCTC,  
Secunderabad**

I/We the undersigned, declare that:

“I/We hereby understand and accept that if I/we withdraw or modify my/our bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the performance security/Security Deposit, fail to submit the performance security/ Security Deposit, before the deadline defined in the request for bid document/Notice Inviting tender, I/we shall be ready to face action as per terms & conditions of the tender document.

Signed:

(insert signature of person whose name and capacity are shown)

in the capacity of

(insert legal capacity of person signing the Bid Securing Declaration)

Name:

(insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Name and Seal of the Bidder

**Annexure ‘O’  
(Draft Agreement Format)**

**AGREEMENT FOR ENGAGEMENT OF FIRM FOR IRCTC.**

An agreement made on this .....day of..... at Hyderabad-, 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 11<sup>th</sup> Floor, Statesman House, B-148 Barakhamba Road, New Delhi-110001, and Zonal Office at Ist floor Oxford Plaza , SD Road, Secunderabad -500003 acting through GGM/SCZ 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 “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....., a Firm, vide letter no .....dated: ..... for the "Engagement of Firm for IRCTC".

(b) The Firm has accepted the letter of award and terms and conditions contained in the bid document, vide letter no. .... dated: ..... Scope of work and all the terms and conditions of the tender/ bid document is part of the agreement.

Now this agreement witnessed as follows:

1. This agreement comes into force from .....

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

Shri \_\_\_\_\_

(Designation)

For and on behalf of

Firm

The Firm in the presence of

(1)

(2)

**IRCTC**

Shri \_\_\_\_\_

GGM/SCZ

For and on behalf of Indian Railway Catering and Tourism Corporation Ltd.

The IRCTC in the presence of

(1)

(2)

## Checklist

**Forms for Submitting E-Tender(Through GeM portal)**

1. GST Registration Certificate.
2. Certificate of Incorporation / LLP Registration /Registered partnership deed.
3. Copy of PAN Card.
4. Copy of registration certificate issued by the ICAI for details of Head office and Branches.
5. Covering Letter **(Annexure A)**.
6. Price E-Tender Form **(Annexure B)**
7. Self-declaration for having more than 4 qualified chartered Accountant **(Annexure "C")**
8. Self-declaration for having experience in litigations in the field of Direct and Indirect Taxation. **(Annexure 'D')**
9. Self-declaration for not convicted by a Court of Law or indicted by a Regulatory Authority. **(Annexure 'E')**
10. Copy of Authority Letter **(Annexure 'F')**
11. Letter of Acceptance of Terms and Conditions **(Annexure 'G')**
12. No Deviation Certificate **(Annexure ' H')**
13. General Declaration Certificate **(Annexure' I')**
14. Declaration on Non-Disclosure **(Annexure' J')**
15. NEFT Details **(Annexure ' K')**
16. Firm/Company Details **(Annexure' L')**
17. Details of office Address **(Annexure 'M')**
18. Bid securing declaration form **(Annexure-N)**
19. Agreement Format **(Annexure-O)** by successful bidder.
20. The total turnover of the firm/E-Tender should be 100 lakhs or more and 25 lakhs or more for non MSME and MSME respectively in the last three Financial Years. Copy of Audited Profit & Loss and Balance sheet for last three financial years i.e. 2021-22, 2022-23 and 2023-24 and certificate to this effect by a practicing Chartered Accountant or the Firm's Auditor.
21. Net worth Certificate from Chartered Accountant for Rs 50 Lacs/ 12.5 Lacs or more for non MSME and MSME respectively as per last audited financial accounts (F.Y 2023-24) submitted with the E-Tender document.
22. Copy of Valid Udhdyog Adhaar certificate issued for MSME and certificates issued from Department for promotion of industry and internal trade (DPIIT) for start-ups.
23. Signature & stamped on all Additional Terms and Conditions Document pages.

Note: The data submitted by the successful bidder, in compliance of the Eligibility Criteria and other desired documents shall be subject to verifications by IRCTC itself or through an agency (expert in forensic audit) appointed by IRCTC, for which all necessary documents shall have to be essentially provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of Security Deposit. In such eventuality the successful bidder will also be debarred for 3 years from participating in the future projects of IRCTC.

## Annexure 'Q'

### Draft Non-Disclosure Agreement Format

*\*Standard Non-Disclosure/ Confidentiality Agreement with Persons to whom Unpublished Price Sensitive Information (UPSI) is disclosed for Legitimate Purpose*

**THIS CONFIDENTIALITY AGREEMENT (“Agreement”)** is executed at \_\_\_\_\_(name of the city) on this \_\_\_\_\_(day) of \_\_\_\_ (month) of \_\_\_\_\_(year) .

#### BY AND BETWEEN:

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED, a company incorporated with CIN L74899DL1999GOI101707 and having its registered office at B-148, 11<sup>th</sup> Floor, Stateman House, Barakhamba Road, New Delhi-110001 and Zonal Office at Ist floor Oxford Plaza , SD Road, Secunderabad -500003 (hereinafter referred to as the “Disclosing Party”), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns);

#### AND

Mr./Mrs. \_\_\_\_\_, aged \_\_\_\_\_, having permanent account number \_\_\_\_\_ and residing at \_\_\_\_\_(hereinafter referred to as the “Recipient”) (which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include his or her legal heirs and authorised representatives.)

The Disclosing Party and the Recipient shall individually be referred to as a “Party” and collectively be referred to as the “Parties”.

#### RECITALS

- A. The Disclosing Party is a limited company whose securities are listed.
- B. The Recipient is \_\_\_\_\_(indicate the relationship of the Recipient with the Disclosing Party)
- C. In connection with \_\_\_\_\_(indicate the legitimate purpose for which the UPSI is being provided).
- D. Pursuant to the legitimate Purpose, the Parties are entering into this Agreement in order to record the terms and conditions on the basis of which the Disclosing Party will provide the Confidential Information to the Recipient for ensuring the confidentiality thereof.

**NOW THEREFORE, IN CONSIDERATION OF THE BELOW MENTIONED CONDITIONS AND COVENANTS, THE ADEQUACY OF WHICH THE PARTIES ACKNOWLEDGE, IT IS AGREED AS FOLLOWS:**

1. “Confidential Information” shall mean all confidential and proprietary, technical, financial, business information, and processes or methodologies of the Disclosing Party or of \_\_\_\_\_ [If information is being shared in respect of a party other than the Disclosing Party, please specify the name of such entity.], disclosed by the Disclosing Party to the Recipient on or after the date of this Agreement in connection with the legitimate Purpose in whether verbal, written, graphics, visual or electronic mode, which is or may be

related in any way to the business or any material or non-material fact not publicly released, whether marked as confidential or not.

## 2. The Recipient:

(i) shall hold in strict confidence and shall not disclose any Confidential Information to any person whatsoever. The Recipient shall use such Confidential Information only for the evaluation and/or the legitimate purpose and shall not use or exploit such Confidential Information solely for its own benefit or the benefit of another without the prior written consent of the Disclosing Party.

(ii) and the spouse of such Recipient and parents, siblings and children of such Recipient or of the spouse, who are either financially dependent on the Recipient or consult the Recipient in taking decisions relating to trading in securities its (“Immediate Relatives”) shall take all measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information.

(iii) at any time upon the Disclosing Party’s written request, shall promptly destroy all documents (or copies thereof) containing Confidential Information provided to it or created by it during the term of this Agreement without retaining any copies thereof.

(iv) agree not to (without obtaining the Disclosing Party’s prior written consent) disclose the Disclosing Party’s interest, participation or involvement in the evaluation of, discussions or negotiations undertaken in connection with the legitimate purpose in any manner whatsoever.

(v) agrees not to disclose any Confidential Information to its Immediate Relatives unless such relative has also executed a similar agreement with the Company.

## 3. Limitation

The Recipient shall have no further obligations, if such Confidential Information:

(a) is already in the public domain at the time of the Disclosing Party’s communication thereof to the Recipient; or

(b) has entered the public domain through no fault of or breach by the Recipient, of any contractual obligation, subsequent to the time of the Disclosing Party’s communication thereof to the Recipient; or

(c) is required to be disclosed by the Recipient to comply with applicable laws or government regulations, order of a court or judicial/regulatory authority; provided that the Recipient seeks the consent of the Disclosing Party for such disclosure and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

4. The Recipient agrees that the Disclosing Party shall remain the exclusive owner of the Confidential Information.

5. The Recipient acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of the Confidential Information and the Disclosing Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

6. The Recipient acknowledges that some or all of the Confidential Information disclosed under this Agreement may constitute “unpublished price sensitive information” under applicable law. Consequently, each of the Recipient and its representatives that have had access to the Confidential Information may be deemed to be an “Insider” under applicable law. The Recipient agrees and acknowledges that it is obligated

to and shall ensure that its Representatives are compliant with applicable law in respect of the Confidential Information disclosed by the Disclosing Party to the Recipient.

7. The Recipient shall indemnify and hold harmless the Disclosing Party for and against any and all claims, actions, demands, proceedings, damages, losses, fees, penalties, expenses, costs (including attorneys' and advisor's costs) and liabilities arising out of or in connection with any breach of this Agreement by the Recipient.

8. The obligations under this Agreement shall survive in perpetuity.

9. Miscellaneous.

(a) This Agreement supersedes all prior agreements, (if any) written or oral, between the Disclosing Party and the Recipient relating to the Legitimate Purpose or subject matter of this Agreement.

(b) No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialled by all the signatories to this Agreement.

(c) If any clause of this Agreement or the application of such clause is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected.

(d) This Agreement shall be construed and interpreted in accordance with the laws of India and courts in \_\_\_\_\_ shall have exclusive jurisdiction to resolve or adjudicate in respect of any differences/ disputes that may arise from or under this Agreement.

**IN WITNESS WHEREOF**, the signatories have executed this Agreement as on the day and the year first hereinbefore written.

Signed Sealed and Delivered  
For and on behalf of IRCTC Limited  
Name: Authorised Signatory

Signed Sealed and Delivered  
For and on behalf of \_\_\_\_\_  
Name: Authorised Signatory

In presence of  
By \_\_\_\_\_  
Name:

In presence of  
By \_\_\_\_\_  
Name: