

**FINANCE/NORTH CENTRAL RLY
TENDER DOCUMENT**

Tender No: 10A2020

Closing Date/Time: 09/11/2020 15:00

Principal Finance Advisor/NCR acting for and on behalf of The President of India invites E-Tenders against Tender No **10A2020** Closing Date/Time 09/11/2020 15:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

Contractors are allowed to make payments against this tender towards tender document cost and earnest money only through only payment modes available on IREPS portal like net banking, debit card, credit card etc. Manual payments through Demand draft, Banker cheque, Deposit receipts, FDR etc. are not allowed.

1. NIT HEADER

Name of Work	Consultancy Service for GST Work.		
Bidding type	Normal Tender		
Tender Type	Special Limited	Bidding System	Single Packet System
Tender Closing Date Time	09/11/2020 15:00	Date Time Of Uploading Tender	26/10/2020 16:21
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	1614240.00	Tendering Section	ACCOUNTS
Bidding Style	Single Rate for Tender	Bidding Unit	Rs.
Earnest Money /Bid Security (Rs.)	32300.00	Validity of Offer (Days)	120
Tender Doc. Cost (Rs.)	2000.00	Period of Completion	12 Months
Contract Type	Works	Contract Category	Expenditure
Bidding Start Date	26/10/2020	Are Joint Venture (JV) firms allowed to bid	No
Ranking Order For Bids	Lowest to Highest	Expenditure Type	Revenue

2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule 01-Consultancy Service for GST Work.							1614240.00	
1	1	12.00	Month	81420.00	977040.00	AT Par	977040.00	
	Description:- Work of support on GST through FAX/ Phone /Email, Training of man power and filing returns like GSTR 3B, GSTR1, GSTR7 of 12 months, annual return etc. notices and query raised by GST Department including senior CA visit twice a month plus one full time GST staff to be deployed at NCR/HQ on daily basis, Resolve any tax issue pre GST regime.							
2	2	4.00	Job	25960.00	103840.00	AT Par	103840.00	
	Description:- Reply of show cause notice(SCN).							
3	3	10.00	Job	8260.00	82600.00	AT Par	82600.00	
	Description:- Personal Hearing/Attendance at GST department for dispute resolution.							
4	4	3.00	Day	41300.00	123900.00	AT Par	123900.00	
	Description:- Full day workshop/training on GST-Prayagraj HQ.							
5	5	3.00	Day	41300.00	123900.00	AT Par	123900.00	
	Description:- Full day workshop/training on GST-Other Divisions.							
6	6	3.00	Job	28320.00	84960.00	AT Par	84960.00	
	Description:- Personal appearance before Adjudicating authorities /CESTAT(Central Excise and Service Tax Appellate Tribunal).							
7	7	2.00	Job	59000.00	118000.00	AT Par	118000.00	
	Description:- Preparation, Drafting and Filing of appeal against order before appellate authority.							

3. ITEM BREAKUP

No item break up added

4. ELIGIBILITY CONDITIONS

Special Financial Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading

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1	The Tenderer/CA firm should have filed at least one annual return of GST relating to any of the Zonal Railways. Certificate to that effect from the concerned Zonal Railway needs to be submitted along with the offer.	No	No	Allowed (Mandatory)
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Special Financial Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The Tenderer/CA firm should have an office at Prayagraj or shall give an undertaking to open an office in case of tender being awarded. Details of office address/undertaking to open an office shall be submitted along with the offer.	No	No	Allowed (Mandatory)

Submission of Document Verification Certificate

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Please submit a certificate in the prescribed format (please download the format from the link given below) for verification / confirmation of the documents submitted for compliance of eligibility / qualifying criteria. Non submission of the certificate, or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer. (Click here to download the Format of Self Certificatio)	No	No	Allowed (Mandatory)

5. COMPLIANCE

Commercial-Compliance

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Allowed (Optional)

General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Submission of Bids:-	No	No	Not Allowed
1.1	The tenderer shall keep the offer open for a minimum period of 120 days from the date of opening of the tender. Within that period, the tenderer cannot withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money Deposit.	No	No	Not Allowed
1.2	Earnest Money against this tender is Rs. 32300/-. Validity of the Earnest Money is to be at least up to the validity of the offer. The other details are available in General Condition of Contract as available on Railway Board Website.	No	No	Not Allowed
2	Period of Completion:-	No	No	Not Allowed

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2.1	<p>The work is to be completed within a period of 12 Months from the date of issue of Letter of Acceptance. The tenderers are required to scrutinize carefully all clauses appearing in the tender documents and to sign in token thereof on every page of the Tender document. The tenderers should quote rates in figures and in words. Wherever there is a difference between the rates quoted in figures and in words, the rate quoted in words will be taken as correct. The cancellation of any document such as Power of Attorney, Partnership Deed etc. shall forthwith be communicated by the contractor to the Railway in writing failing which the Railway shall have no responsibility or liability for any action on the strength of said documents. The terms of employment between such employee and the Tenderer/Contractor may be on mutually agreed terms subject to the statutory provisions contained in the Labour Regulations and enactments. The Contractor shall indemnify the Railway against any claim arising out of employment of such employees and the Railway shall not be party to any disputes etc. arising out of the employment of such employees by the Tenderer/Contractor. When the tender is received by the Railway Administration, it will be understood that the tenderer has gone through all the Instructions, Conditions, General and Special Conditions of the Contract and all other instructions for execution of the work carefully and that the tenderer has got himself/themselves clarified all points and doubts and interpretations by the proper authorities of the Railway Administration. In case of Dispute, the Decision of Railway Administration will be binding. The tenderer is required to quote their unit rates in figures as well as in words against each item of the schedule of items herein. If any departure or substitution from the particular specification is involved, this should be clearly indicated in the offer giving full details of deviations. If the offer is in accordance with the stipulated specification, "NO DEVIATION" should be clearly stated. If a particular point in the specification is not clear, the same should be got clarified before submitting the quotations. No price alteration will be permitted after opening of the tender on grounds of the Technical requirement not having been properly understood in the first instance by the tenderer. Each page of the offer must be numbered serially bearing the tender number and should be signed by the tenderer in ink. Reference to total number of pages comprising the offer for each item must be made at the top of the right hand corner. Tenderer must ensure that the conditions laid down for submission of offer are completely and correctly fulfilled. All rates quoted in the tender shall show taxes separately. Tender forms containing over writings, erased rates and rates not shown in words are liable to be rejected. The Contract covered by this Tender shall be deemed to commence from the Date of Issue of Letter of Acceptance. The work should be completed within twelve (12) Months from the date of issue of Letter of Acceptance.</p>	No	No	Not Allowed
3	Terms & Condition of Payment:-	No	No	Not Allowed
3.1	<p>Payment will be made in the bank Account details of which will be provided by the authorized signatory at the time of submission of tender form. Payment will be made quarterly as per the scope of work after submission of bill by firm in prescribed format. Mandatory taxes will be deducted.</p>	No	No	Not Allowed
4	Constitution of Firm, Signing of Tender and Address:-	No	No	Not Allowed
4.1	<p>The tenderer shall clearly specify whether the tender is submitted on his own behalf or on behalf of a partnership firm. If the tender is submitted on behalf of a partnership concern, he should submit a certified copy of the partnership agreement with the tender as well as an authorization to sign the tender documents on behalf of the partnership concern. If these documents are not enclosed along with the tender document, the tender will be treated as having been submitted by an individual signing the tender documents and the Railway will not be bound by any power of attorney granted by the tenderer by changes in the composition of the partnership firm made subsequent to submission of the Tender. It may however recognize such a power of attorney and changes after obtaining appropriate legal advice, the cost of which will be chargeable to the tenderer.</p>	No	No	Not Allowed
5	Advice of Cancellation of Documents by Tender:-	No	No	Not Allowed

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5.1	The Cancellation of any document such as Power of Attorney/Partnership deed etc. should be forthwith communicated by the contractor to the Railway Administration in writing failing which the Railway Administration shall have no responsibility or liability for an action taken on the strength of the said document. Any individual signing the tender or other documents Connected therein should specify whether he is signing:-(a)As sole proprietor of the concern or his attorney; (b)As a Partner or Partners of the Firm ;(c)For the Firm per procuratorem or(d)As a Director, Manager or Secretary in the case of a Limited Company. In the Case of a Firm not registered under the Indian partnership Act 1932, all the partners, or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original documents empowering the individual or individuals to sign should be furnished to the Railway for verification if required. In the event of any tenderer whose tender either in part or in full is accepted, refuses to execute the contract documents, the Railway may determine that such tenderer has abandoned the contract and thereupon his tender and the acceptance thereof shall be null and void and the Railway shall be entitled to forfeit the Earnest Money as liquidated damages for such default without prejudice to any other right or remedies open to the Railway. The tenderer shall state in the tender, his Postal Address fully & clearly. Any Communication sent to the tenderer by post (Regd. AD) at his said address, shall be deemed to have reached him timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time because of any inaccuracy or defect in the said address.	No	No	Not Allowed
6	Previous Experience & Declaration of Credentials:-	No	No	Not Allowed
6.1	The tenderer MUST submit the following along with his bid: Details of similar jobs completed during the last three years along with brief description of work, organization for whom executed, approximate value of the contract at the time of award, date of award and date of schedule completion of work, date of actual start, actual completion, reason for delay, if any, and final value of contract. The tenderer shall not scribble/incorporate or stipulate any special condition in the tender documents. Special condition, if any, may be indicated in a separate covering letter.	No	No	Not Allowed
7	The Railway not bound to accept any Tender:-	No	No	Not Allowed
7.1	The Railway shall not be bound to accept the Lowest or any tender or to assign any reason for non-acceptance or rejection of a Tender. No tender shall be deemed to have been accepted unless such acceptance is notified in writing to the successful tenderer by the Railway. The Railway reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender or to divide or reduce the work or to accept any tender for less than the tendered quantity without assigning any reason whatsoever.	No	No	Not Allowed
8	Security Deposit:-	No	No	Not Allowed

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8.1	<p>The earnest money deposited by the contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractor's "on account" bills. Provided also that in case of defaulting contractor, the Railway may retain any amount due for payment to the contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract. Unless otherwise specified in the special conditions, if any, the security deposit/ rate of recovery/mode of recovery shall be as under: - Security Deposit for each work should be 5% of the contract value. The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered. Security Deposit will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below), FD etc. shall be accepted towards security deposit. Security Deposit shall be returned to the contractor after the expiry of the maintenance period in all the cases other than Note (i) mentioned below and after passing the final bill based on No claim Certificate with the approval of the competent Authority. The competent Authority shall normally be the authority who is competent to sign the contract. If the competent authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railway against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained. Note:- (i) After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him. (ii) In case of contracts of the value Rs. 50 Crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit. No interest will be payable upon the earnest money and security deposit or amounts payable to the contractor under the contract but Government Securities deposited of this clause will be payable with interest accrued thereon.</p>	No	No	Not Allowed
9	Tender and Agreement:-	No	No	Not Allowed
9.1	<p>The offer shall remain open for acceptance by the Railway for the period specified in the tenders from the date on which tenders are opened and during which period the tenderer shall not withdraw offer, nor amend, impair or deviate therefrom. Every tenderer shall be deemed to have agreed as aforesaid in consideration of his tender being considered by the Railway. If the tenderer is notified in writing at his address given in tender, within the said period that his tender whether in whole or in part has been accepted by the Railway, he shall be bound by the terms of agreement constituted by his tender in respect of any part of the work specified in the tender document.</p>	No	No	Not Allowed
10	Details confidential:-	No	No	Not Allowed
10.1	<p>The tenderer (Whether his tender be accepted or not) shall treat the contents of the tender paper as private and confidential. CANVASSING AND BRIBERY: No tenderer shall canvass any Government Official or Railway's Engineer with respect to his or any other tender. Contravention of this condition will involve rejection of the tender. This clause shall not be deemed to prevent the tenderer from supplying the Railway any information asked for from him. Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent or servant or any one on his or their behalf, to any officer, servant, representative or agent or the Railway of any person on his or their behalf, in relation to obtaining or to execution of this or any other contract with the Railway shall in addition to the Criminal Liability he/they may incur under the prevention of corruption act, 1988, subject the contractor to cancellation of this and other contracts, and also to payment of any loss resulting from any such cancellation, and the Railway shall be entitled to deduct the amount so payable, from any money and Railway's decision shall be final and conclusive in the matter.</p>	No	No	Not Allowed
11	Execution of Contract Agreement:-	No	No	Not Allowed

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11.1	Any tenderer whose tender the Railway elects to accept, shall after having been advised by the Railway through Letter of Acceptance, be bound to execute an agreement based on accepted rates and conditions in such form as the Railway may prescribe and lodge the same with the Railway together with the conditions of contract, specification and schedules referred to herein duly completed within the period as specified in the Letter of Acceptance. Failure on the part of the tenderer to furnish Performance Guarantee and to execute the agreement within the time as stated herein before will constitute breach of contract and the contractor's earnest money/security deposit shall be liable to forfeiture.	No	No	Not Allowed
12	Execution of New Item:-	No	No	Not Allowed
12.1	Where items not covered by the schedules are to be executed due to addition/alteration/modification deemed essential by the Railway, the rates for such non-itemised work will be negotiated and accepted by the Railway before commencement of such works or get executed through any other agency solely at discretion of the Railway administration.	No	No	Not Allowed
13	Variation in Quantities:-	No	No	Not Allowed
13.1	Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions: (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade; (i) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender; (ii) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender; (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender. (b) The variation in quantities as per the above formula will apply only to the Individual Items of the contract and not on the overall contract value. (c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of PFA and approval of General Manager. (d) In cases where decrease is involved during execution of contract: i. The contract signing authority can decrease the items up to 25% of individual item without finance concurrence. ii. For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities. iii. It should be certified that the work proposed to be reduced will not be required in the same work. (e) The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value. No such quantity variation limit shall apply for foundation items. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate). For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies. For tenders accepted by General Manager, variations up to 125% of the original agreement value may be accepted by General Manager. For tenders accepted by Board Members and Railway Ministers, variations up to 110% of the original agreement value may be accepted by General Manager. The aspect of vitiation of tender	No	No	Not Allowed
14	Performance Guarantee:-	No	No	Not Allowed

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14.1	<p>The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days, from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value: i) A deposit of Cash; ii) Irrevocable Bank Guarantee; iii) Government Securities including State Loan Bonds at 5% below the market value; iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks; v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks; vi) A Deposit in the Post Office Saving Bank; vii) A Deposit in the National Saving Certificates; viii) Twelve years National Defense Certificates; ix) Ten years Defense Deposits; x) National Defense Bonds and xi) Unit Trust Certificates at 5 % below market value or at the face value whichever is less. Also, FDR in favour of FA & CAO/ NORTH Central Railway, Allahabad (free from any encumbrance) may be accepted. The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days. The value of PG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor. The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period, and after passing the final bill based on 'No Claim Certificate' from the contractor. Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance</p>	No	No	Not Allowed
15	Imposition Token Penalty for delay in the completion of Work.	No	No	Not Allowed
15.1	<p>The existing clause 17(b) of GCC provides for recovery of liquidated damages from the contractor for delay in completion of work. The competent authority while granting extension to the currency under clause 17(b) of GCC may also consider levy of token penalty as deemed fit based on the merit of the case. The tenderer is strictly advised to go through the General Conditions of Contract of Indian Railway on Railway Board website.</p>	No	No	Not Allowed

Special Conditions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	General Instruction:-	No	No	Not Allowed
1.1	<p>The tenderer must submit earnest money in favour of PFA/North Central Railway/Allahabad and payable at Allahabad with the offer without which the tender shall be summarily rejected. The required earnest money should be either deposited through net banking/payment gateway in other acceptable forms as mentioned under general conditions of tender in the tender document.</p>	No	No	Not Allowed

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1.2	Non-receipt or delayed receipts of tender due to any account shall be at tenderer's risk.	No	No	Not Allowed
1.3	Railway reserves its right to either cancel the tender or reject the tender without assigning any reasons thereof.	No	No	Not Allowed
1.4	Railway reserves its right to either cancel the tender or reject the tender without assigning any reasons thereof.	No	No	Not Allowed
1.5	The tenderer must go through carefully the entire booklet and submit the tender complying with all the conditions / provisions / instructions. All pages of tender document should be signed by tenderer.	No	No	Not Allowed
1.6	The nature of proprietorship of firm should be clearly mentioned, No claim whatsoever in case of change in form of proprietorship will be entertained by Railways.	No	No	Not Allowed
1.7	The Contract will be governed by Arbitration & Conciliation Act 1996 as amended by Act of 2018 and rules framed thereunder.	No	No	Not Allowed
1.8	The tenderer is strictly advised to go carefully through General Conditions of Contract of Indian Railways available on Ministry of Railways, Railway Board Website http://www.indianrailways.gov.in/ , IRGCC 2020 will be applicable and amendment time to time	No	No	Not Allowed

6. Documents attached with tender

S.No.	Document Name	Document Description
1	ANNEXURE20-21.pdf	Offer letter

This tender complies with Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017.

Signed By: BRAJENDRA BAHADUR

Designation : AFA01



ANNEXURE-A

OFFER LETTER

To
The President of India,
Acting through FA&CAO/NCR
(or his successor)
NORTH Central Railway,
Allahabad

1. I/We have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work as spelt out in the “Scope of the Work” as per schedule of requirement at Annexure at the rates quoted by me/us in the attached I/We also hereby agree to abide by all the conditions specified in the tender.

2. A sum of Rs.----- (Rs.) only is herewith forwarded as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

(a) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready or,

(b) I/We do not commence the work within 15 days after receipt or orders to that effect.

3. Until a formal agreement is prepared and executed the acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the “Letter of Acceptance” of my/our offer for this work.

4. I/we shall abide by the General Conditions of Contract of Indian Railways.

SIGNATURE OF CONTRACTOR(S)-----

DATE :-----

SIGNATURE OF WITNESS :

CONTRACTOR(S) ADDRESS :

1.....

.....

2.....

.....

ANNEXURE-B

GUARANTEE BOND FOR (SECURITY DEPOSIT)

(On Non-Judicial Stamp Paper of Appropriate value)
(To be used by approved Scheduled Banks)

1. In consideration of the President of India (hereinafter called “the Government”) having agreed to exempt (hereinafter called “The said contractor(s)”) from the demand, under the terms and conditions of an agreement No..... dated made between and for (herein after called “the said agreement”) of Security Deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs..... (Rupees only), we

(indicate the name of Bank) (Hereinafter referred to as ‘the Bank”) at the request of Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the Government stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We Bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.

4. We Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till office/ department) Ministry of

certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the we shall be discharged from all liability under this Guarantee thereafter.

5. WeBank further agree with (Indicate the name of bank)the Government that the Government shall have the fullest liberty without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any other terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have no effect of so relieving us. We, further agree to acknowledge Governments right to extend time of performance of the Contractor from time to time and in case the guarantee extends beyond the period as indicated herein, the Government shall have the right to a fresh guarantee bond for the extended period.

6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s)/Supplier(s).

7. We lastly undertake not to revoke this
(Indicate the name of bank)
Guarantee during its currency except with the previous consent of the Government in writing.

Dated the day of20 for

.....
(Indicate the name of the bank)

**BANK GUARANTEE
(ON STAMP PAPER OF REQUISITE VALUE)**

To,
The President of India,
acting through
The FA &CAO
NORTH Central Railway,
Allahabad

Where as (here-in-after called the contractor) have entered into a contract with the President of India acting through FA&CAO/ NORTH Central Railway/ Allahabad(here-in-after called the Railway vide contract agreement no Whereas the Railway has agreed to issue to contractor as the provision of the contract the and to use them exclusively for the purpose for which they have been issued.

By this Bank Guarantee, we, undertake to keep the Railway indemnified against any loss or damage which they may suffer by default of the contractor in fulfillment of the above conditions.

Further, we, the contractor, are bound to the Railway or their successor and as signs in the sum of Rs. /- .

Signed and delivered by ourselves on this day of 20

Place

Signature

Date

Witness

ANNEXURE-D

PROFORMA FOR THE WORK PERFORMANCE GUARANTEE

To
The President of India,

I/We..... hereby guarantee that the design on the basis of which we have submitted our Tender No..... has been carefully made to confirm to the end objectives in the tender documents and to technical specification therein. We further guarantee that in the event of the performance of the equipment and/or work, when installed, not complying with the end objectives or with the specifications contained in the tender documents, we shall provide further inputs to enable the Railways to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses including the expenses incurred in India for providing the additional inputs under the System guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 8 months from the date on which this guarantee is invoked by the Purchaser.

(Signature of firm's authorised Officer)

Seal:

Signature of Witnesses:

1.....

2.....

ANNEXURE – E

1.1 Detailed scope of work: -

- i. Work of support on GST through Phone /FAX/ /Email, Training of man power and filing returns like GSTR1, GSTR3B, , GSTR7 of 12 months, annual return etc. notices and query raised by GST Department including senior CA visit twice a month plus one full time GST staff to be deployed at NCR Hq on daily basis, Resolve any tax issue pre GST regime.
- ii. Reply of Show Cause Notice (SCN).
- iii. Personal Hearing / Attendance at GST department for dispute resolutions.
- iv. Full day workshop/training on GST
 - Allahabad HQ.
 - Other Divisions.
- v. Personal Appearance before Adjudicating authorities / CESTAT (Central Excise and Service Tax Appellate Tribunal)
- vi. Preparation, Drafting and Filing of appeal against order before Appellate Authorities / CESTAT

Note-

- a) **All terms, conditions and scope of work shall be changeable as per guidelines issued by Railway Board from time to time.**
- b) **The payment of variable item shall be made as per actual quantity.**

1.2 Operation of help desk and work of support to NCR:-

- a) Assistance on call basis over Fax, Mail, Telephone for assisting NCR and its units for a period of one year from date of finalization of contract/implementation of GST, whichever is later. This will include prompt intimation in any change of law / rules / rates / procedures etc that may occur under GST.
- b) Deputation of a knowledgeable person on specified days, not being less than once every fortnight for the duration of the contract, to NCR HQ and its constituent units which have registered for GST purposes, for assistance in issues relating to GST.

1.3 Refresher Workshop :-

Conduct of refresher workshop of one day each at location specified in part 1 at end of three months after implementation of GST and six months thereafter.

1.4 Assistance in Disputes :-

In case of any disputes, assisting NCR or its units in identifying the causes of the dispute, its validity and advice on dispute resolution as also remedial measures to be taken..

1.5 Requirement of NCR :-

- a) For the purpose of workshops, training, advisory personnel deployed should be trained CAs with experience in indirect taxes. A profile of the same should be enclosed.
- b) A person conversant with the mechanics of GST should be made available as and when required.

RATE SCHEDULE

Rate should be quoted as per scope of work given

S.N.	Name of Work /Service	Remarks if any	Approx. Qty	Offered Rates ₹	Rate of GST	Total Cost (Inclusive of GST) ₹
1.	Work of support on GST through Phone /FAX/ /Email, Training of man power and filing returns like GSTR1, GSTR3B, , GSTR7 of 12 months, annual return etc. notices and query raised by GST Department including senior CA visit twice a month plus one full time GST staff to be deployed at NCR Hq on daily basis, Resolve any tax issue pre GST regime.	Fixed(Per month)	12 month			
2.	Reply of Show Cause Notice (SCN)	Variable as and when required	4 reply of SCN			
3.	Personal Hearing / Attendance at GST department for dispute resolutions.	Variable as and when required	10 hearing/ attendance			
4.	Full day workshop/training on GST -Allahabad HQ. -Other Divisions.	Variable as and when required	3 3			
5.	Personal Appearance before Adjudicating authorities / CESTAT (Central Excise and Service Tax Appellate Tribunal)	Variable as and when required	3 appearance			
6.	Preparation , Drafting and Filling of appeal against order before Appellate Authorities /CESTAT	Variable as and when required	2 case			
7.	Total Cost					

Note –

Offered Rates and Total cost should be given in figures & words.

Signature of Tenderer