

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	23-12-2025 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	23-12-2025 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Railways
विभाग का नाम / Department Name	Railways Public Sector Undertakings
संगठन का नाम / Organisation Name	Indian Railway Catering And Tourism Corporation Limited
कार्यालय का नाम / Office Name	Corporate Office
वस्तु श्रेणी / Item Category	Financial Audit Services - Audit report; Audit Firm, CA Firm
अनुबंध अवधि / Contract Period	2 Year(s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	2

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	666700
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	13334

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

GGM/Finance
Corporate Office, Railways Public Sector Undertakings, Indian Railway Catering and Tourism Corporation Limited,
Ministry of Railways
(Irctc)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15

Limited Tender

Limited Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	CHOKSHI & CHOKSHI LLP, Deloitte Touche Tohmatsu India LLP, CNK & ASSOCIATES LLP, BDO INDIA LIMITED LIABILITY PARTNERSHIP, Rajvanshi & Associates, A T K & ASSOCIATES, JAIN CHOWDHARY AND COMPANY CHARTERED ACCOUNTANTS, PAWAN PURI & ASSOCIATES, RAJU & PRASAD CHARTERED ACCOUNTANTS

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within $L-1+ 15\%$ of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public

Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

6. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

7. 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.

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

Financial Bid - [1764586577.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Price Breakup Format for the bidders to upload for providing break-up of overall project cost:[1764655045.pdf](#)

Financial Audit Services - Audit Report; Audit Firm, CA Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	Audit report
Type of Financial Audit Partner	Audit Firm , CA Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Audit of financial statements , Reliability of financial reporting , Compliance with contracts
Type of Industries/Functions	OBCS , Operational & Administrative
Frequency of Progress Report	21 Days
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	21 days
State	NA
District	NA
एडऑन /Addon(s)	
Post Financial Audit Support	NA

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Ranjit Singh Nayal	110029, 2nd Floor, Tower-D, World Trade Centre, Nauroji Nagar, New Delhi-110029	1	N/A

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

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. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD

Account No.

000705002169

IFSC Code

ICIC00000007

Bank Name

ICICI BANK

Branch address

New Delhi Connaught Place Branch, 9A, Phelps Building Connaught Place, New Delhi-110001

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

3. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-

compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

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

---धन्यवाद/Thank You---



**INDIAN RAILWAY CATERING AND
TOURSIMCORPORATION LIMITED**

**SUB: E-LIMITED TENDER BID DOCUMENT FOR FORENSIC AUDIT OF THE
SUPPORTING DOCUMENTS SUBMITTED BY THE BIDDERS TOWARDS PRE-
QUALIFICATION CRITERIA MENTIONED IN THE EXPRESSION OF
INTEREST (EOIs)/TENDERS AS PER THE SCOPE OF WORK.**

Limited E- TENDER NO.:- 2025/IRCTC/CO/CATG/TENDERING/FORENSIC AUDIT

Last date and Time of Submission of bid	:	As per GeM Bid.
Date and time of Opening of Bids	:	As per GeM Bid.
Tendered Quantity	:	100 Nos of Case checks.
Earnest Money Deposit (EMD)	:	Rs.13,334/-
Contract Period	:	02 years.

**Group General Manager/ Procurement
M/s Indian Railway Catering and Tourism Corporation Ltd.
3rd Floor, Tower-D, World Trade Centre, Nauroji Nagar, New Delhi-110029
Ph. 011 35464045 Mob No.8287930474
E-Mail :- mobilecatg.tend@irctc.com**



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DISCLAIMER

- 1.1 The information contained in this Tender is being provided by IRCTC for the purposes of enabling the Bidders to participate and submit a Bid in response to this Tender for undertaking the Project for **FORENSIC AUDIT OF THE SUPPORTING DOCUMENTS SUBMITTED BY THE BIDDERS TOWARDS PRE-QUALIFICATION CRITERIA MENTIONED IN THE EXPRESSION OF INTEREST (EOIs)/TENDERS.**
- 1.2 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.
- 1.3. Nothing in this Tender shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation or submission of their Bid. IRCTC reserves the right to amend this Tender or its terms and any information contained herein or to cancel the Bidding Process or altogether abandon the Project at any time by notice, in writing, to the Bidders. Further, it may in no event be assumed that there shall be no deviation or change in any of the herein-mentioned information.
- 1.4. 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.
- 1.5 No person other than the following authorized person of the IRCTC, has been authorized by IRCTC to give any information or to make any representation not contained in this Tender and, if given or made, any such information or representation shall not be relied upon as having been so authorized. All representations/queries etc pertaining to the tender documents may be addressed to **GGM/P&T, Indian Railway Catering and Tourism Corporation Ltd. 3rd Floor, Tower-D, World Trade Centre, Nauroji Nagar, New Delhi-110029.**
- 1.6 IRCTC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender. 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.
- 1.7 The Bidder(s) shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses, online expenses associated with any demonstrations or presentations which may be required by IRCTC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IRCTC shall not be liable in any manner whatsoever for the same or for any other costs or other



expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Tender process.

- 1.8 Laws of the Republic of India are applicable to this Tender.
- 1.9 Each Bidder's acceptance of delivery of this Tender constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this Tender, the recipient agrees that this Tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.



INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

NOTICE INVITING TENDER

SUB: FORENSIC AUDIT OF THE SUPPORTING DOCUMENTS SUBMITTED BY THE BIDDERS TOWARDS PRE-QUALIFICATION CRITERIA MENTIONED IN THE EXPRESSION OF INTEREST (EOIs)/TENDERS.

R-TENDER No. 2025/IRCTC/CO/CATG/TENDERING/FORENSIC AUDIT

1.0 E-Tenders are invited by Indian Railway Catering and Tourism Corporation Limited for a forensic audit of the supporting documents submitted by the bidders towards pre-qualification criteria mentioned in the tenders.

2.0 Date and Time of opening of Tender: **As per GeM Bid.**

3.0 Place of supply is as under:

Description of Item	Place of Supply	Total no of cases to be checked (in Nos.)	EMD (In Rs.)
Forensic audit of the supporting documents submitted by the bidders towards pre-qualification criteria mentioned in the EOIs/tenders	Group General Manager/P&T Indian Railway Catering and Tourism Corporation Limited, 3rd Floor, Tower-D, World Trade Centre, Nauroji Nagar, New Delhi – 110029. Ph. 011 35464045 Mob No.8287930474 E-Mail: mobilecatg.tend@irctc.com	As per Annexure-A	Rs. 13,334/-

3.1 Contract Period: -This Rate Contract is for Two (02) Year. Purchaser reserve the right to increase or decrease the tendered quantity by 30% from their original LOA quantity within the currency of contract.

4.0 EARNEST MONEY DEPOSIT (EMD)

Bidders are required to deposit EMD of **Rs. 13,334/-** through RTGS /NEFT prior to submission of E-Tender. The E-receipts for the same shall be uploaded along with tender document. (Exempted for categories as specified for exemption from submission of BID Security/EMD in GeM GTC)



Detail of IRCTC bank account for submission of EMD is as under:

Account Name	INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD
Account No.	000705002169
Bank Name	ICICI BANK
IFSC Code	ICIC0000007
Branch Address	New Delhi Connaught Place Branch, 9A, Phelps Building Connaught Place, New Delhi-110001

- 4.1** Bidders are required to upload E-Receipt of EMD submission along with tender document. **Bids uploaded without E-receipt of EMD shall not be entertained** unless the bidder is under the exempted category as per GeM GTC.
- 4.2** The EMD shall remain deposited with the purchaser for a period of 120 days from the date of opening of the E-Tenders. If validity of the offer is extended, the EMD duly extended shall also be furnished, failing which the offer after the expiry of the aforesaid period shall not be considered by the purchaser.
- 4.3** No interest shall be payable by the Purchaser on the Earnest Money.
- 4.4** The EMD is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the E-Tender in any respect within the period of validity of his offer.
- 4.5** The Earnest Money Deposit (EMD) of the successful tenderer will be returned after the required Security Deposit has been furnished.



INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

(A Government of India Enterprise)

INSTRUCTIONS TO TENDERERS

The Indian Railway Catering and Tourism Corporation Ltd. hereinafter called the IRCTC, proposes to obtain **E-LIMITED TENDER FOR FORENSIC AUDIT OF THE SUPPORTING DOCUMENTS SUBMITTED BY THE BIDDERS TOWARDS PRE-QUALIFICATION CRITERIA MENTIONED IN THE EXPRESSION OF INTEREST (EOIs)/TENDERS** in accordance with the instructions following hereafter.

1. General:

Date & Time up to which offers will be received : **As per GeM Bid**

Date & Time of Opening of Technical & Financial Bid : **As per GeM Bid**

- i. This Tender Document can only be viewed on GeM portal and will be submitted online at <http://gem.gov.in> only.
- ii. To participate in the Open E-Tender, it is mandatory for the bidders to register themselves on GeM portal and obtain User ID & password which is required for submitting the tender.
- iii. All supporting documents required in the **Bid** shall be uploaded by the bidder.
- iv. The bidder should upload complete set of documents as per documents checklist mentioned in the tender.
- v. The submission of bid on the E- tender form will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. **It may please be noted that in case of deviation quoted by bidder, offer will be summarily rejected without further correspondence/communication.**
- vi. The prospective bidder voluntarily agrees to the exclusive jurisdiction of courts situated at New Delhi by submitting the bids.
- vii. The prospective bidders voluntarily agree to the exclusive jurisdiction of Court situated at New Delhi by submitting bids.
- viii. The E-tender is not transferable.
- ix. The intending Bidder are advised to study the E-tender conditions of this License and make themselves conversant with the contents as these shall govern this License and shall form an integral part thereof.
- x. Bidders will take all necessary actions to evaluate risk and cost involved in the operation and IRCTC will not be responsible for payment of any compensation on this account.
- xi. Bidders are also suggested that they should visit and understand the ground conditions and business potential, before submitting their bid(s).
- xii. For any difficulty in downloading & submission of tender document on GeMwebsite, GeM helpdesk may be contacted.
- xiii. Corrigendum/Addendum to this Tender, if any, will be published on website <http://gem.gov.in>. No newspaper press advertisement shall be issued for the same.
- xiv. Documents as per Annexure-I to be scanned and uploaded with the bid.
- xv. The Bidders shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted



by the bidder is enclosed as **Annexure-R**. In addition to **Annexure-R**, in case of other than Company/ Proprietary firm, **Annexure –R(1)** shall also be submitted by the each member of a Partnership Firm/ Joint Venture (JV: if permitted to participate in the tender)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate by the bidder shall result in summarily rejection of his/ their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self attested/ digitally signed by which they/ he is qualifying the Qualifying Criteria mentioned in the Tender Document.

2.0 This E-Tender is based on Single Packet only. Documents as mentioned in Document Checklist (Annexure-B) to be uploaded with the financial bid for evaluation.

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

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

PLEASE NOTE:- There is no need to upload whole of the tender documents and corrigendum along with bid.

3.0 **Validity:** - The submission of any offer and documents shall constitute an undertaking that the bidder shall have no cause for and claim, against the authority for rejection of the offer. The authority shall always be at liberty to reject or accept any offer at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the authority.

3.0.1 The offer shall be kept valid for acceptance for a minimum period of **120 (One hundred and twenty) days** from the date set for opening of e-tender.

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

4.0 **Rates:-** The bidders are required to quote **a single rate per forensic audit with applicable GST**.

4.1.1 IRCTC may waive any minor non-conformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice and affect the relative ranking of any bidder.

4.2 E-tenders are not transferable. IRCTC reserves the right to reject any or all the e-tenders in part or full at its sole discretion without assigning any reasons.



- 4.3 The bidders must ensure that the conditions laid down by submission of offers detailed in the preceding paras are completely and correctly fulfilled. E-tenders, which are not complete in all respects as stipulated above, may be summarily rejected.

5.0 Evaluation of offers: This financial bid will be evaluated based upon the all inclusive rate (inclusive of GST) quoted by the bidders.

- 5.1 During evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given asking the tenderer to respond by a specified date. If the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information / documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.
- 5.2 IRCTC reserves the right to accept tender as deemed fit or reject at any point of time without assigning any reason. Decision of IRCTC will be binding on bidders.

SECURITY DEPOSIT:

- a) Successful Bidder will be required to submit the SD amount of **5% of LOA value** within 15 days from the date of LOA through RTGS/NEFT/DD/Bank Guarantee in favour of **Indian Railway Catering and Tourism Corporation Ltd.** Failure to submit the SD within stipulated period will result in cancellation of the LOA, forfeiture of the EMD and the firm will be debarred from all the IRCTC future tenders for 03 years. Validity for period of bank guarantee shall remain in force for a period of one month beyond contract period as per the GeM Bank Guarantee Format for Performance Security.
- b) Security Deposit shall be released after successful completion of the contract.
- c) No claim shall lie against the Purchaser/Organization in respect of interest on Security Deposit or depreciation thereof.
- d) The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in the event of any default, failure or neglect on the part of the successful bidder in the fulfillment or performance in all respect of the contract under reference.

6. Benefits to Micro and Small Enterprises (MSEs) registered under Udyam registration/Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be applicable as per GeM GTC.



These benefits shall be given to Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product/Primary Product/Services and if the firm / company annex with bid duly attested copy of a valid SSI / MSE Udyam Registration Certificate for the offered Product/Primary Product/Services of tendered items.

Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.

Public Procurement Policy for Micro and Small Enterprises (MSEs)/ Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be applicable as per Para 1.11.2 of Manual for Procurement of Goods, Second Edition, 2024 and Rule 153 (ii) of GFR 2017)

The Policy:

The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in the exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006.

Exemptions and preference in procurement of goods & services rendered by MSEs will be provided to MSE bidders registered under Udyam Registration.

These benefits shall be given to Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product/Primary Product/Services.

MSEs will be facilitated by providing them tender documents free of cost, exempting MSEs from payment of earnest money deposits. However, exemption from paying Performance Bank Guarantee/ Security Deposit is not covered under the policy.

Traders/ distributors/ sole agents/ Works Contract are excluded from the purview of the policy.

The SSI /MSE who have availed the benefit will not be allowed to withdraw their offer during the currency of the validity of offer or extended validity, if any such firm fails to observe this stipulation; the firm will be banned from participation in IRCTC tenders for a period of two years.

IRCTC reserves the right to award the contract to SSI / MSE units only up to their manufacturing capacity given in their SSI / MSE registration certificate

7.0 Withdrawal of Bids:-

7.1 If bidder withdraws its bid before opening of tender by uploading the letter in e-tender site, EMD of the bidder will be refunded if already deposited.

7.2 If the bidder withdraws its bids after opening of financial bid, EMD of the bidder will be forfeited. In such case if bidder becomes lowestbidder after opening of



financial bid, the bidder will be debarred from participating in the bidding process of future projects of IRCTC for a period of **three years** and EMD will be forfeited.

8.0 Unresponsive Bids

A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements without substantive deviation, reservation, or omission. Only substantively responsive bids shall be considered for further evaluation. Other bids shall be treated as unresponsive and ignored. All bids received shall first be scrutinized to identify unresponsive bids, if any. Some important points based on which a bid may be declared as unresponsive and be ignored during the evaluation are:

1. The bid is not in the prescribed format or is unsigned or not signed as per the stipulations in the tender document;
2. The required EMD has not been provided, or exemption from EMD is claimed without acceptable proof of exemption;
3. The bidder is not eligible to participate in the bid as per the eligibility criteria that have been laid down (including conflict of interest and other provisions of CIPP). In case procurement is on a limited tender basis or where procurement is restricted to pre-approved vendors, it should be especially ensured that there is no conflict of interest;
4. The bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer;
5. The bid departs from the essential requirements specified in the tender document (for example, the bidder has not agreed to give the required performance security) or
6. Against a schedule in the list of requirements in the tender enquiry, the bidder has not quoted for the entire requirement as specified in that schedule (for example, in a schedule, it has been stipulated that the bidder will supply the equipment, install, and commission it and also train the purchaser's operators for operating the equipment. The bidder has, however, quoted only for the supply of the equipment).
7. Bidder has quoted conditional bids or more than one bid or alternative bids unless permitted explicitly in the Tender Document.
8. The bid validity is shorter than the required period. However, in case of STE/ PAC procurement, shorter bid validity may be accepted.
9. Non-submission or submission of illegible scanned copies of stipulated documents/ declarations, if so stipulated in the Tender Document.

8.0 Discrepancies:- Should there be any difference or discrepancy in the description of item appearing at more than once, the following order of preference shall be observed:-

1. Notice inviting e-tender.
2. Instructions to the bidders.
3. Financial bid
4. General Information
5. General Conditions of license



Scope of work for Forensic Audit

1.0 Scope of work will include documents check for all documents/certificates submitted by bidder in support of their eligibility criteria as mentioned below:

- a. Verification of FSSAI license,
- b. Verification of ISO certification,
- c. Verification of 4 star/Restaurant certificate,
- d. Verification of Balance sheet and Profit & Loss account statement,
- e. Reconcile turnover from GSTR 9/9C, 3B,
- f. Reconcile catering turnover from HSN summary on GST portal,
- g. Certificate from CA with UDIN.
- h. Certificate of Incorporation/Registration, GST, PAN, ESIC/EPFO, Certificates on Govt. websites.

The selected bidder will have to undertake the work for **forensic audit of the supporting documents submitted by the bidders towards pre-qualification criteria mentioned in the EOIs/tenders** in consonance with the existing bylaws of the State and to submit the fact-finding report within 3 weeks from the date of entrustment of data. Further, in case if any supplementary report is required to be submitted by the forensic auditor on the clarification/documents submitted by the licensee, then the supplementary report is to be submitted within 02 weeks from the date of entrustment of data and in case still any further supplementary report is required, then the same timelines (i.e. 02 weeks) shall be applicable.

1.1	Pre-qualification criteria for tenders in which documents to be checked.	<p>Following are some of the pre-qualification criteria mentioned in the tender documents –</p> <p>i). FSSAI and ISO License requirement.</p> <p>ii). Registration of food & beverage unit of restaurant /hotel/base kitchen/pantry car in trains/mobile units.</p> <p>iii). Minimum number of employees and their qualification requirements with compliance to Labour laws such as EPFO/ESIC etc.</p> <p>iv). Financial requirements (Turnover and Net worth).</p>
1.2	Verification of the supporting documents submitted by bidder using publicly available records.	<p>i). FSSAI and ISO license requirement Searches shall be conducted on the website of FSSAI and ISO using the company /firm/restaurant name and unit. Verification of license or certificate number identified from the certificates obtained from bidders on the FSSAI and ISO portal.</p> <p>ii). Registration of food & beverage unit of restaurant /hotel/base kitchen/pantry car in trains/mobile units. Searches shall be conducted on the Ministry of Tourism website or other related websites using the bidder's name. Travel portal/hotel/food delivery website is checked to verify the star</p>



		<p>details.</p> <p>iii). Minimum number of employees and their qualification requirements with compliance to Labour laws such as EPFO/ESIC etc. Searches be conducted on the website of EPFO/ESIC vis a vis document submitted with tender. To verify the degree/diploma/certificate in Hotel/Hospitality Management from concerned institutes through email or concerned websites.</p> <p>iv). Financial requirements (Turnover and Net Worth). Following activities will be conducted to verify the financial supporting documents- a) Identification of the documents required for verification of the turnover declared by the bidder. b) Retrieve the documents from the public domain to the extent available. c) Cross verify the turnover declared in the financial statements retrieved from public domain/received from the bidder or IRCTC and identify the discrepancies or gaps, if any. d) Collate the documentation available for the increase in paid up capital of the Company, review the audit trail and the said documentation and the effective date of the increase to determine the eligibility of the bidder. e) To reconcile the submitted turnover in CA certificate & audited financial statements from GSTR 9/9C, 3B. f) To reconcile the catering turnover from HSN summary on GST portal for submitted FYs.</p>
1.3	Deliverable	<p>Bidders credentials along with request for forensic audit will be forwarded through Email or in hard copy. Report of the forensic audit shall be submitted to IRCTC with the supporting documents assessed in sealed cover within reasonable time of 3 weeks <u>from the date of entrustment of data. Further, in case if any supplementary report is required to be submitted by the forensic auditor on the clarification/documents submitted by the licensee, then the supplementary report is to be submitted within 02 weeks from the date of entrustment of data and in case still any further supplementary report is required, then the same timelines (i.e. 02 weeks) shall be applicable</u></p>
1.4	Bidder's Responsibilities	<p>The Management of the firm shall :</p> <p>a). Designate a competent contact point to be responsible for the assessment.</p> <p>b). Provide all relevant documents retrieved from the public domain /relied upon for assessment and fact finding report.</p> <p>c). To maintain confidentiality of the reports. Breach thereof shall be liable to termination of contract.</p>



2.0 Time Period for submission of Reports:- Fact-finding report to be submitted in time frame of 3 weeks from the date of entrustment of data. Further, in case if any supplementary report is required to be submitted by the forensic auditor on the clarification/documents submitted by the licensee, then the supplementary report is to be submitted within 02 weeks from the date of entrustment of data and in case still any further supplementary report is required, then the same timelines (i.e. 02 weeks) shall be applicable.

3.0 Quantity:- Total quantity of Checks :-100 Nos of tender case Checks.

4.0 Quantity Option Clause:- Purchaser reserve the right to increase or decrease the tendered quantity by 30% from their original LOA quantity within the currency of contract.

5.0 Contract Period:- 02 Years



INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD
(A Government of India Enterprise)

STANDARD CONDITIONS OF CONTRACT

1.0 General:

- 1.1 This Contract shall be governed by the Laws of India for time being in force.
- 1.2 Reference to any Statute or Statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended.
- 1.3 Irrespective of the place of deployment, pick-up and delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of the tender has been issued.
- 1.4 Any notices required to be given under this agreement/contract shall be in writing and shall be deemed to have been served if sent by registered/airmail/courier post correctly addressed to the Parties to this Contract
- 1.5 Words importing the singular shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa. References to whole shall include the part and vice versa.
- 1.6 The Courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 1.7 The Firm/Service Provider/Agency shall provide the services to the IRCTC in the areas and manner as discussed. The Firm/Service Provider/Agency shall undertake and assure the IRCTC that the services shall be provided efficiently in the predetermined schedule. Besides this, services will also be rendered by the Firm/Service Provider/Agency as and when desired by the IRCTC even though it may not be as per schedule on charges as may be agree to separately.
- 1.8 The Firm/Service Provider/Agency shall not sublet or appoint any sub-contractor to carry out any obligations under the contract in any manner.
- 1.9 The Firm/Service Provider/Agency shall maintain all registers required under various Acts, which may be inspected by the IRCTC as well as the appropriate authorities at any time.
- 1.10 The Firm/Service Provider/Agency shall provide the services at such times and in such manner as communicated by IRCTC from time to time.
- 1.11 The quality and punctuality of/in rendering of the said services are the essence of the contract and the Firm/Service Provider/Agency undertakes to abide by them at all times.



- 1.12 The Firm/Service Provider/Agency shall take proper instructions from time to time from IRCTC for the execution of the contract at the different places and will faithfully comply with the same during the currency of the contract.
- 1.13 In case, the Firm/Service Provider/Agency commits Breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the IRCTC from time to time, it shall be Open and lawful for the IRCTC to terminate the contract forthwith without assigning any reason and can get the work done by any person(s) or through any other agency or Firm/Service Provider/Agency at the risk and cost of the Firm/Service Provider/Agency and firm shall have no right to claim any claim any compensation whatsoever on this account.
- 1.14 *In the event of failure of the Firm/Service Provider/Agency to provide the services or part thereof, as mentioned in this contract for any reasons whatsoever, IRCTC shall be entitled to procure services from other sources and the Firm/Service Provider/Agency shall be liable to pay forthwith to IRCTC, the difference of payments made to such other sources, besides damages at double the rate of payment for the period of failure in providing the services or part thereof.*
- 1.15 In the event of any dispute or difference arising out of operation of this contract, the same will be referred to a mutually appointed sole Arbitrator by the Head of the IRCTC. The provisions of arbitration and conciliation Act6, 1996 shall apply to the arbitration.
- 1.16 Schedule of Work can be increased or decreased during the currency of contract, depending upon the actual requirements of the organization. Pro-rata rates would be applicable for any such increase/ decrease.
- 1.17 The employees/agents of the Firm/Service Provider/Agency shall never be considered to enjoy any right to enter the premises of the IRCTC by virtue of this contract or otherwise at any time except with the prior permission of the IRCTC.
- 1.18 The contract may be terminated forthwith if either party becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors, the other party shall have the right to immediately terminate this contract.
- 1.19 Either party's liabilities for any charges payments or expenses due to the other party which accrued prior to the termination date shall not be extinguished by termination, and such amounts (if not otherwise due on an earlier date), shall be immediately due and payable on the termination date.
- 1.20 Any obligations under this contract which either expressly or by their nature is to continue after termination or expiration of this contract shall survive and remain in effect.
- 1.21 **Certificates/ permissions** – The Service Provider/Agency will obtain necessary certificates/permissions as required by law from the Competent Authority. In case of any offense on the services, Service Provider/Agency will be solely responsible for its penalty and consequences. MSME/ SSI Certificate may be provided, if any. In case of



MSME/SSI firms, all the benefits and exceptions have provided/extended by the prevailing/guidelines shall be applicable.

2 **System of payment**

2.1 Payment will be made at the accepted rates plus applicable tax to the Firm/Service Provider/Agency by IRCTC on completion of Each Check (work) and submission of reports (Hard & Soft Copy). Any fine/penalty will be calculated and deducted from the bills of the Firm/Service Provider/Agency on the services made and accepted.

2.2 Invoice should be GST compliant and have following minimum particulars:-

- (a) Name & Address of Taxpayer;
- (b) GST No. of Taxpayer;
- (c) Name & Address of Buyer with GST No.;
- (d) Description of service provided;
- (e) Value of Taxable service;
- (f) GST payable;
- (g) Invoice should be serially numbered
- (h) HSN/SAC code
- (i) Date of invoice
- (f) PAN

- 2.3 On actual payment will be made on successful completion of the each check in stipulated time as per the contract.
- 2.4 The firm will raise the invoice to IRCTC.
- 2.5 The payment will be arranged by way of cheque/NEFT only. Payment of invoice will be made as soon as possible after the same has been duly checked and passed for payment.
- 2.6 In case of non compliance of instructions or non completion of task within reasonable time, suitable penalty as decided by IRCTC shall be imposed. The Competent Authority to impose the penalty shall be GGM/P&T.
- 2.7 It is mandatory for Firm/Agency/Service Provider to raise invoice within 30 days from completion of service.
- 2.8 No payment will be made unless the invoice is as per GST rules.
- 2.9 The Agency/Firm/Contractor/Licensee must give an undertaking certifying that the party is depositing all the statutory dues to the Government (on Non-Judicial stamp paper of Rs. 10/- or as applicable). The documentary evidence/ Challan as proof of remittance of taxes must be submitted every month/ as and when demanded.

IRCTC reserves the right to arrange emergent services in case of failure of services/degraded services in part or full as per requirement placed by the IRCTC and amount paid for such services/items should be adjusted from your Bill and may take following punitive actions.

- a) ***The occurrence of such event on regular basis during the contract period will lead to punitive action by IRCTC at any time after serving warning to the service provider on such event. For such irregularities the services/items will be arranged from local market and difference amount will be deducted from the bill of service provider. Severe action***



may also be taken by Competent Authority as deemed fit as per circumstances if service provider continues such irregularities after due approval from the Competent Authority.

3 Withholding and lien in respect of sums claimed.

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Firm/Service Provider/Agency, IRCTC shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from security, if any, deposited by the Firm/Service Provider/Agency and for the purpose aforesaid, IRCTC shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claims. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Firm/Service Provider/Agency, IRCTC, shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts, from any sum or sums found payable or which at any time thereafter may become payable to the Firm/Service Provider/Agency under the same contract or any other contract with IRCTC pending finalization or adjudication of any such claim.

- 3.1 It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by IRCTC will be kept withheld or retained as such by the purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court.
- 3.2 Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by IRCTC from the Firm/Service Provider/Agency, shall be decided by IRCTC, whose decision thereon shall be final and binding on the Firm/Service Provider/Agency.

5. Corrupt Practices:

Firm/Service Provider/Agency is expected to observe the highest standard of ethics during the execution of this contract. If the Firm/Service Provider/Agency has engaged in corrupt or fraudulent practices, in competing for or in executing the contract, IRCTC may, after given 14 days notice to the Firm/Service Provider/Agency, terminate the Contract. In pursuit of this policy, IRCTC:

5.1 Defines, for the purposes of this provision, the terms set forth below as follows:

“**Corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and

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



“No unlawful and Illegal activities” The Service Provider/Agency and/or its staff shall not carry on any unlawful, immoral or illegal activity. It is clarified that if the IRCTC suffers any loss or damage on account of the Service Provider/Agency being restrained by the Railway/IRCTC or any other competent authority for indulging in such illegal activities or any contravention of any law, the Service Provider/Agency shall not be entitled to any compensation whatsoever.

5.2 Will reject a proposal for award if it determines that the tenderer being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

6. Breach of Contract:

Any breach of the terms & conditions mentioned in this tender document by the Firm/Service Provider/Agency, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Firm/Service Provider/Agency) or the committing of any offence by the Firm/Service Provider/Agency or by any one employed by him or acting on his behalf under Bharatiya Nyaya Sanihta 2023 or the Prevention of Corruption Act, 1988 or any other act enacted for the prevention of corruption by public servants shall entitle IRCTC to cancel the contract and all or any other contracts with the Firm/Agency/Service Provider and to recover from the Firm/Agency/Service Provider the amount of any loss arising from such cancellation.

7. Penalty:

The agency will submit the first as well as the supplementary reports in the mentioned time Limit after receiving the documents on expiry of time limit **a penalty @ 0.5% per week subject to maximum 10% of delayed case will be imposed on the agency for delayed reports.**

8. Arbitration:

- a. 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, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.
- b. 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-B. The demand for arbitration shall specify the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.
- c. 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 be included in the reference.

In the event of demand made as mention herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be



referred to a Sole Arbitrator from the panel of Arbitrators appointed mutually by both parties. The award of arbitrator shall be final and binding on the parties to this contract. The seat of Arbitration shall be at New Delhi. The fees and expenses of the Arbitral tribunal, shall be shared equally by the parties, subject to award of costs by the sole arbitrator.

9. Consequences of Default:

If the Firm/Service Provider/Agency omits to perform and observe any of the terms, conditions, obligations herein contained which by this agreement are to be observed and performed by the Firm/Service Provider/Agency, then it shall be lawful for the IRCTC any time thereafter to terminate the Contract and forfeit the Security Deposit SUBJECT HOWEVER to the IRCTC having given to Firm/Service Provider/Agency the time limit as per schedule prescribed by IRCTC, in writing to remedy or make good such breach and in spite of such notice the Firm/Service Provider/Agency having failed to remedy the breach. IRCTC shall have the right to terminate the agreement forthwith at the cost and consequence of the Bidder in the following events:-

- i. In the event of the bidder convicted by the court of law under Criminal Law or any other law
- ii. In the event of proprietor or firm being judged insolvent or any proceedings for liquidations of compositions under insolvency act or the firm dissolved under the Indian Partnership Act or in the bidder being a company, if the company shall pass any resolution to wind up the business either compulsorily or voluntarily.
- iii. Repudiation of agreement by bidder or otherwise evidence of intension not bound by agreement,

10. 10.1 Exit by Licensee:-

There is no exit clause for the agency. Exit by Service Provider/Agency without notice shall be treated as breach of terms and conditions and the contract with the Service Provider/Agency shall be terminated with forfeiture of all deposits including SD. Upon termination, IRCTC reserves the right to debar the Service Provider/Agency for a period of three years by following due process of law..

10.2 Exit by IRCTC:- IRCTC may exit from the contract at any time by giving 07 days notice in which case the SD, will be refunded after adjusting outstanding if any.

11 Labour Law:-The Service Provider/Agency shall comply with the provisions of all labour legislations including the requirements of:

- Payment of Wages Act
- Employees' Compensation Act
- Shops & Establishment Act
- PF & ESI Acts
- Child Labour (Prohibition and Regulation) Act, 1986.
- Contract Labour(R&A) Act, 1971
- Minimum Wages Act, 1948.

The Railway /IRCTC will not accept any responsibility for the loss/damage/injury(including death) caused to the Contractor or to the personnel engaged by him in the process of rendering services under this contract and no claim/compensation will be entertained in this regard.



12

Miscellaneous:

- 12.1 Successful parties would be given maximum three (03) days time or less time, as the case may be, from the date of issue of the letter of award, to convey his acceptance of award of contract. In case manufacturer/Firm/Service Provider/Agency fails to accept the offer of award of contract, his Earnest Money Deposit (EMD), if any, shall be forfeited by IRCTC. The manufacturer/Firm/Service Provider/Agency shall be debarred from participating in the future projects of IRCTC for a period as mentioned in Withdrawal clause.
- 12.2 Any notice to be served on the Firm/Service Provider/Agency's shall be deemed to be sufficiently served if delivered at or sent by registered post addressed to the Firm/Service Provider/Agency at their registered office or last known place of business. Any notice to be served by the Firm/Service Provider/Agency on IRCTC shall be deemed to be sufficiently served if, delivered/sent by registered post addressed to the Indian Railway Catering and Tourism Corporation Limited at IRCTC concerned Zonal Office:
- 12.4 Till the formal agreement is signed between Firm/Service Provider/Agency and IRCTC, this tender document will be an agreement between the Service Provider and IRCTC. The terms & conditions of the tender document will be binding on both the parties.
- 12.5 The Firm/Service Provider/Agency shall maintain full records pertaining to scope of work rendered to Purchaser (e.g. accounts, voucher, bills etc.) and make it available for inspection to IRCTC.
- 12.6 The Firm/Service Provider/Agency shall not sublet or assign directly or indirectly his contract, or any part thereof or any interest therein, to any persons who so ever without the prior written permission of IRCTC. Such subletting assignment, transfer shall not be binding upon IRCTC and in the event of the Firm/Service Provider/Agency infringing the provision of this clause, IRCTC shall be at liberty to terminate the contract forthwith without any previous notice to the Firm/Service Provider/Agency and the Firm/Service Provider/Agency shall name no claim whatsoever in consequences of such termination of the contract. IRCTC shall be entitled to purchase any item/ Service of this contract elsewhere on the Firm's account and risk, and the Firm shall be liable for any loss or damage, which IRCTC may sustain in consequences or arising out of such contract.
- 12.7 In the event of any unforeseen event directly interfering with the operation of Contract arising during the currency of the contract 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 Licensee shall, within a week from the commencement thereof, notify the same in writing to IRCTC with reasonable evidence thereof.

All the aforesaid conditions for Rendering Services shall be applicable and govern during the period of contract.



FINANCIAL BID FOR FORENSIC AUDIT OF THE SUPPORTING DOCUMENTS SUBMITTED BY THE BIDDERS TOWARDS PRE-QUALIFICATION CRITERIA MENTIONED IN THE TENDERS

- I have read the general guidelines and bid document attached hereto containing the Terms and Conditions and agree to abide by such conditions. I / We offer the bids for **forensic audit of the supporting documents submitted by the bidders towards pre-qualification criteria mentioned in the EOI/Tenders** and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of license.
- I hereby understand that the submission of offers / bids does not guarantee allotment of license for **forensic audit of the supporting documents submitted by the bidders towards pre-qualification criteria mentioned in the EOI/Tenders**.
- I further understand that in case of any information submitted by me / us being found to be incorrect, IRCTC will have the right to summarily reject the bid, cancel the license or revoke the same with forfeiture of Security Deposit including debarment for a period of 03 (three) years at any time without assigning any reason whatsoever.
- In case of acceptance of Bid by the IRCTC, I / We bind myself / ourselves to execute the contract agreement awarded to me / us and to commence the work as per the conditions of the contract. Till the formal agreement is signed, letter of award, my/our acceptance and terms and conditions of this bid document will be binding on both the parties.
- IRCTC and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this bid.
- On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We shall be debarred by IRCTC for further participation in the future tenders of IRCTC for a period of three years.
- I do hereby confirm that I have the necessary authority and approval to submit this bid for **forensic audit of the supporting documents submitted by the bidders towards pre-qualification criteria mentioned in the EOI/Tenders**.
- I further certify that I/We am/are ready to provide the services as per the terms and conditions of the bid document.
- I understand that contract is on a basis to maintain the services in public interest.
- I shall handover the possession of all the documents in connection with the forensic audit of bidders as and when advised by IRCTC. IRCTC decision in this regard shall be final and binding.
- I understand that IRCTC reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
- I have read, understood and accept all the conditions of the “Pre Contract IntegrityPact” given in Annexure-B.



For illustration purpose only, bidders need not to upload this format along with Technical bid, the financial bid can only be filled electronically.

My/Our quotation is as under: -

(1)	(2) – TO BE FILLED BY THE BIDDER			
FORENSIC AUDIT OF THE SUPPORTING DOCUMENT SUBMITTED BY THE BIDDERS TOWARDS PRE- QUALIFICATION CRITERIA	Qty	Professional Fee (in Rs.) per check Including GST	Professional Fee (in Rs.)for 100 Nos. of checks including GST	
		Figures	Figures	Words
	100 Nos of Cases Check.	To be filled online	To be filled online	To be filled online

Note:

- There will be no increase in professional fee during the contract period.
- In addition to quoted professional fees, other expenses such as travel, boarding, telecommunication, conveyance and other expenses specifically related to this engagement will be billed to IRCTC on actual basis. The above expenses should be kept at bare minimum. However, prior consent of IRCTC before incurring such expenses is required.

The submission of this financial bid through digital signature will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender document.



DOCUMENTCHECKLIST

Bidder is required to submit the following documents in proper sequence along with the financial bid. These documents shall be referred by IRCTC for evaluation of the bid against 'Qualification Criteria for the Bidder' mentioned in this section for evaluation of Technical Bid as per process described in Instructions to bidders in this tender.

Note: Bidder should note that the maximum file size limit for individual document to be uploaded on E-Tender www.gem.gov.in portal is 05 MB only. Bidders are advised to keep the file size of documents within this limit.

S. No.	Documents to be submitted by the bidder	<u>Submitted (yes/No)</u>
1.	Name and full address of the applicant with telephone no and email address and name of the contract person	Address proof-Agreement copy/registration copy/telephone bill in the name of vendor
2.	Status of applicant- Proprietorship firm / Partnership firm/Company/Individual	Registration certificate from any statutory authority/ Self declaration on letter head/ Registration Certificate of partnership along with partnership deed under partnership act 1932/ Certificate of incorporation, Article of association & Memorandum of Association/
3.	Pan Card	Copy of PAN card
4.	GST Registration Certificate	Copy of GST Registration Certificate
5.	ESI certificate	Copy of ESI certificate
6.	EPF certificate	Copy of EPF certificate
7.	Annexure-C- Format for self-declaration not blacklisted/Debarred	To submit filled & signed Annexure- C on letter head.
8.	Annexure D – Tender offer form	To submit as per Annexure-D
9.	Annexure R- Format for Self Certified undertaking by bidders	To submit filled & signed Annexure R as applicable.
10.	Certificate for seeking EMD relaxation. (If applying without submitting EMD)	Udyam Registration Certificate with the status of MSME on Udyam portal at the end of last FY (2024-25) as per ITR/GSTN data of MSMEs fetched on the basis of their PAN to be submitted.



Format for Self-Declaration by the bidder for not being Blacklisted/ Debarred

(To be submitted on the Letterhead of the Bidder)

Date: (dd/mm/yyyy)

To,

**Group General Manager/ P&T
Indian Railway Tourism & Catering Corporation Ltd.,
4th Floor, Tower-D, World Trade Centre,
Nauroji Nagar, New Delhi-110029**

Subject: Declaration for not being debarred/ black-listed by IRCTC or Railways or Ministry of Railways/other CPSUs/Govt. Dept./SEBI as on the last date of submission of the bid.

Tender Reference No:

I,, S/o Sh., aged aboutyears,
Prop/authorized signatory of..... do hereby solemnly affirm and
declare as follows:-

1. I say that I am an authorized signatory of the company/firm.....and hence competent to sign and swear this affidavit.
2. That the company/firm namely.....has not been debarred/blacklisted/ banned by IRCTC or Railways or Ministry of Railways/other CPSUs/Govt. Deptt./SEBI.
3. That I undertake to inform IRCTC about any ban or blacklist imposed by IRCTC/Railway/Ministry of Railway/ other CPSUs/Govt. Deptt./SEBI in future and understand that the award shall be kept in abeyance for the period of ban/blacklisting.
4. That this self declaration is given for participation in tender process with IRCTC.

Authorized Signatory

(Please note- No change in format/declaration is permitted)



TENDER OFFER FORM

(On Bidder's Company letterhead)
(Format for submission of Bid)

To,

**Group General Manager/ P&T
Indian Railway Tourism & Catering Corporation Ltd.,
4th Floor, Tower-D, World Trade Centre,
Nauroji Nagar, New Delhi-110029**

Subject: Submission of Limited E-TENDER Document For Forensic Audit Of The Supporting Documents Submitted By The Bidders Towards Pre-Qualification Criteria Mentioned In The EOI/Tenders As Per Scope Of Work.

Dear Sir,

- a) I / We _____ have read the general guidelines and bid document attached hereto containing the Terms and Conditions and agree to abide by such conditions. I / We offer the Bid for **Forensic Audit Of The Supporting Documents Submitted By The Bidders Towards Pre-Qualification Criteria Mentioned In The EOI/Tenders As Per Scope Of Work** in the attached schedules and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award.
- b) I/we also agree to keep this bid open for acceptance for a period of 120 (One Hundred Twenty) days from the date fixed for opening the same and in default action shall be taken as per terms and conditions of tender document. I/We offer to provide Goods as “**Forensic Audit Of The Supporting Documents Submitted By The Bidders Towards Pre-Qualification Criteria Mentioned In The EOI/Tenders As Per Scope Of Work**”, at the rates and scope quoted/mentioned in the attached schedules/annexure.
- c) I / We hereby understand that the submission of offers / bids does not guarantee award of contract for **Forensic Audit Of The Supporting Documents Submitted By The Bidders Towards Pre-Qualification Criteria Mentioned In The EOI/Tenders As Per Scope Of Work.**
- d) I/We qualify under minimum eligibility criteria and offer to work in conformity with the conditions of assignment.
- e) The EMD, as applicable, of **Rs.13,334/-** has been submitted in accordance with the Tender document.
- f) I / We hereby confirm unconditionally that I/we accept the Security Deposit condition as per Clause of the **tender document**.
- g) I / We further understand that in case of any information submitted by me / us being found to be incorrect, IRCTC shall have the right to summarily reject the bid, with forfeiture of Security Deposit including debarment for a period of 03 (Three) year at any time without assigning any reason whatsoever.
- h) I / We further agree to execute an agreement to abide by the general and special conditions of **Forensic Audit Of The Supporting Documents Submitted By The Bidders Towards Pre-Qualification Criteria Mentioned In The EOI/Tenders As Per Scope Of Work**”. In case of acceptance of Bid by IRCTC, I / We bind myself / ourselves to execute the agreement awarded to me / us and to commence the work as per the conditions of the agreement failing which, I / We shall



have no objection to action taken as per terms and conditions of agreement. Until a formal agreement is prepared and executed, acceptance of this Bid shall constitute a 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/Service.

- i) IRCTC and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this bid.
- j) On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We shall be debarred by IRCTC for further participation in the future tenders of IRCTC for a period of two years.

k) **Bid securing declaration**

I/we hereby understand and accept that if I/we withdraw or modify my/our bids during the validity period, 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 and conditions of tender document.

I / We do hereby confirm that I / We have the necessary authority and approval to submit this bid for **Forensic Audit Of The Supporting Documents Submitted By The Bidders Towards Pre-Qualification Criteria Mentioned In The EOI/Tenders As Per Scope Of Work**. A notice or letter of communication addressed to me / us at the given address given in the Bid, even by ordinary post/e-mail will be deemed to be valid and proper notice of intimation to me/us.

Bidder:

Signature.....

Name of the Authorized Signatory..... Designation:

Date:.....



FORMAT FOR CERTIFICATE TO BE SUBMITTED/ UPLOADED BY ALL TENDERER ALONGWITH THE TENDER DOCUMENTS

I _____ (Name and designation)**appointed as the attorney/authorized signatory of the tenderer, M/s_____ (hereinafter called the bidder) for the purpose of the Tender documents for tender No._____ of _____(**IRCTC**)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the bidder(s) am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from **IRCTC** website www.irctc.com/www.GeM.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of contract or payment, the master copy available with the **IRCTC** Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/ us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by **IRCTC** or any other Ministry/ Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/ LLP/JV/ Society/ Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/ false at any time during process for evaluation of tenders, it shall lead to forfeiture of the EMD and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we (*insert name of the bidder*)**_____ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/ forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Security Deposit and may also lead to any other action provided in the contract including banning of business for a period of upto two year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).



SEAL AND
SIGNATURE
OF THE TENDERER

Place:

Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.



Agreement towards Waiver under Section 12 (5) and Section 31-A(5) of Arbitration and Conciliation (Amendment) Act

I/We_____ (Name of agency/contractor) with reference to agreement no _____ raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

Brief of claim:

- (i) Claim 1- Detailed at Annexure
- (ii) Claim 2-
- (iii) Claim 3-

I/We_____ (post of Engineer) with reference to agreement no _____ hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/We_____ do/ agree to waive off applicability of Section 12 (5) of Arbitration and Conciliation (Amendment) Act.

Signature _____ of Claimant _____ Signature _____ of Respondent _____

Agreement under Section 31 (5)

I/We_____ (name of claimant) with reference to agreement no _____ hereby waive off the applicability of sub Section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64 (6) of GCC.

Signature _____ of Claimant _____ Signature _____ of Respondent _____

*Strike out whichever not applicable.



Tender No. 2025/IRCTC/CO/CATG/TENDERING/FORENSIC AUDIT						
Name of Bidder						
FORENSIC AUDIT OF THE SUPPORTING DOCUMENT SUBMITTED BY THE BIDDERS TOWARDS PRE-QUALIFICATION CRITERIA	Qty (Nos of Cases Check.)	Professional Fee (in Rs.) per check excluding GST	GST %	GST Amount per case	Professional Fee (in Rs.) per check including GST	Professional Fee (in Rs.)for 100 Nos. of checks including GST
	'A'	'B'	'C'	'D'	'E'	'F'=A*E
	100			0	0	0
Total Amount in Words						
Note: <ul style="list-style-type: none"> • There will be no increase in professional fee during the contract period. • GST/any other applicable tax is payable extra as per applicable rates. • In addition to quoted professional fees, other expenses such as travel, boarding, telecommunication, conveyance and other expenses specifically related to this engagement will be billed to IRCTC on actual basis. The above expenses should be kept at bare minimum. However, prior consent of IRCTC before incurring such expenses is required. The submission of this financial bid through digital signature will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender document. 						