

SR/HQ/ACCTS/GST/2020/01

SOUTHERN RAILWAY

(Under the Ministry of Railways)

ACCOUNTS DEPARTMENT

TENDER DOCUMENT FOR

Name of Work: Engagement of GST Consultants for Southern
Railway

Tender No.: SR/HQ/ACCTS/GST/2020/01

Dt. 6th July-2020

Office of the PFA
Southern Railway Park
Town
Chennai 600003

Signature Not
Verified

Digitally signed by
MANIKANDAN S
Date: 2020.07.06
16:51:40 +05'30
Reason: IREPS-CRIS
Location: New Delhi

Signature of the Tenderer

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SR/HQ/ACCTS/GST/2020/01

SOUTHERN RAILWAY

(Under the Ministry of Railways)

ACCOUNTS DEPARTMENT

INVITATION TO TENDER

Name of Work : Engagement of GST Consultants
for Southern Railway

PART-A

(NIT, ITT, General Terms and Conditions, SCC &
TENDER FORMS AND ANNEXURES)

Tender No: SR/HQ/ACCTS/GST/2020/01

Dt. 6th July-2020

Office of the PFA
Southern Railway
Park Town
Chennai 600003

Signature of the Tenderer

Southern Railway
(Ministry of Railways)

SECTION I: NOTICE INVITING TENDER (NIT)

E-tenders in Single Packet System are invited from eligible firms of Chartered Accountants /Cost Accountants on behalf of President of India through Dy.FA&CAO/Budget, Southern Railway, Park Town, Chennai for the work “Engagement of GST Consultants for Southern Railway” as per details given hereunder:-

I	Tender reference No.: SR/HQ/ACCTS/GST//2020/01dt.06.07.2020
II	Scope of Services: As per Clause 1.0 of Section IV – Special Conditions of Contract
III	Estimated Cost of Services: INR 5,66,400/ (Inclusive of GST @18%) for a period of one year
IV	Duration for Completion of Work: 1(One)Year from the date of operation of Contract
V	Sale of Tender Documents: Tender can be downloaded from the portal https://ireps.gov.in
VI	Tender Validity : 45 days
VII	Cost of Tender documents: INR 2,240/- (Rupees Two Thousand Two Hundred and Forty only) inclusive of GST at 12% . Tenders submitted without Cost of Tender documents shall be rejected
VIII	Amount of Tender Security (EMD): INR 11,330/- (Rupees Eleven Thousand Three Hundred and Thirty only)
IX	Last date and Time of receipt of Tender : Upto 15.00 hrs on 21.07.2020
X	Venue, time and date of tender opening: Venue: Chamber of Dy.FA&CAO/Budget, O/o The PFA, II Floor, NGO Building, Southern Railway, Park Town, Chennai-600 003. Time and Date: 15.30 hrs. on 21.07.2020

1. The tenderer must have professional and technical experience of minimum 5 years in Indirect Tax matters in Govt./ PSU/established, on date of opening of tender. Of these, at least one year experience should be in GST for Government Department/Zonal Railway/PSU. The tenderer shall submit the letter of award of consultancy work on retainer-ship basis and letter of satisfactory completion of work for the period of experience.
2. As a proof of sufficient financial capacity and organizational resources, tenderer should have received a value not less than 50 lakhs during each of the preceding three financial years (2016-17, 2017-18 and 2018-19) and in the financial year. i.e., 2019-20, for which audited financial statements should be submitted .
3. Tender without earnest money will be summarily rejected.
4. Consortiums/MOUs/Partnership Firms shall be considered in accordance with approved tender conditions. **Joint Venture is not applicable to this tender, being of low value.**
5. Tender can be applied only through online in portal <https://ireps.gov.in> . Contractors are allowed to make payments towards tender document cost and earnest money against this tender only through online payment modes available on IREPS portal, like net-banking, Debit/Credit card, etc. Manual payments like DD, Banker’s Cheque, FDR, etc are not allowed.

SECTION II: INSTRUCTION TO TENDERERS (ITT)

1.0 GENERAL

- 1.1 Southern Railway (SR) is one of the Zonal Railways under the Ministry of Railways.
- 1.2 SR intends to solicit the services of a professional who will take up the assignment as Indirect Tax Consultants in accordance with the Scope of work as detailed out in "Section IV–Special Conditions of the contract (SCC)".
- 1.3 Issuance of tender documents will not automatically mean that such parties are considered qualified. SR shall not be responsible for loss/delay of any tender quote in transit.
- 1.4 The tenderer should note and bear in mind that the client shall bear no responsibility for the lack of acquaintance of tender conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderer shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the client.
- 1.5 The set of tender documents comprises of followings documents and addenda issued, if any :

PART- A

- | | | |
|------------------|---|--|
| i) Section-I | : | Notice Inviting Tenders (NIT) |
| ii) Section-II | : | Instruction to Tenderer (ITT) |
| iii) Section-III | : | General Terms and Conditions of Contract |
| iv) Section-IV | : | Special Conditions of Contract (SCC) |
| v) Section-V | : | Tender Forms & Annexures |

PART- B

PRICE BID

These must be submitted together as one set, failing which the tender is liable to be rejected.

1.6. Tenders are to be submitted on line in the IREPS portal upto 15.00 hours on 21.07.2020. Tenders which are uploaded after the time and date specified shall not be considered.

1.7 Completion of Tender Documents.

1.7.1 The rates should be quoted in figures as well as in words. If there is variation between the rates quoted in figures and in words, the rate quoted in 'words' shall be taken as correct.

1.7.2 Each page of the tender papers is to be signed with date by the tenderer(s) or such person(s) on his/their behalf who is/are legally authorized to sign for him/them.

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Failure to do so shall render the tender document incomplete and, therefore, liable for rejection.

1.7.3 Tenders containing erasures and alterations of the tender documents are liable to be rejected. Any corrections made by the tenderer(s) in his/their entries should be in INK and must be attested by him/them under full signature and date.

1.7.4 Additional conditions or stipulations, if any, must be made by the tenderer(s) in a covering letter with the tender. The Railway reserves the right not to consider conditional tenders and reject the same without assigning any reason. Only those additional conditions which are explicitly accepted by the Railway shall form part of the contract.

1.7.5 The tenderer should invariably furnish the following in Form-II of Section-V and furnish copies of the PAN Card and GST Registration Certificate.

1. The GST Registration no.
2. PAN No.,

1.7.6. A declaration that the information furnished in the tender documents is correct in all respects (Form-III of Section-V).

1.7.7 The tenderer should not have been banned/de-listed/de-barred from business by any PSU/Govt. Department Self-declaration in this regard is to be submitted as per format attached as Form IV in Section-V.

1.7.8 Registration certificate issued from the appropriate Govt/agency for the Firm (Partnership/ LLP) to commence business..

1.8 Eligibility Conditions:

- (a) The tenderer must have professional and technical experience of minimum 5 years in Indirect Tax matters in Govt./ PSU/ on date of opening of tender. Of these, at least one year experience should be in GST for Government Department Zonal Railway/ PSU. The tenderer shall submit the letter of award of consultancy work on retainer-ship basis and letter of satisfactory completion of work for the period of experience.
- (b) As a proof of sufficient financial capacity and organizational resources, tenderer should have received a value not less than 50 lakhs per annum during each of the preceding three financial years (2016-17, 2017-18 and 2018-19) and in the financial year. i.e., 2019-20.

1.9 CREDENTIALS TO BE SUBMITTED ALONG WITH TENDER DOCUMENTS:

1.9.1 {a) The tenderer(s) must submit the following credentials along with his/their tenders:-

(i) The tenderer, as **proof of professional and technical experience of minimum 5 years in Indirect Tax matters** in Govt./PSU including at least one year experience in GST for Government Department / Zonal Railway / PSU, on date of opening of tender, shall submit a Statement showing works executed by him/them on retainer-ship basis.

The following documents shall be submitted for this purpose:

- The letter of award of consultancy work on retainer-ship basis and
- Letter of satisfactory completion (satisfactory performance in case of ongoing work) of work for the period of experience.

(ii) As a proof of financial capacity and organizational resources, tenderer shall submit proof of receiving payments of a value not less than Rs.50 lakhs , against satisfactory execution of all completed/ongoing works of all types (not confined to only similar works) during each of the preceding three financial years (2016-17, 2017-18 and 2018-19) and in the financial year. i.e., 2019-20.

(b) Admissibility of documents for Eligibility Criteria:

(i) The tenderer shall submit the letter of award/ certificate of satisfactory completion of work (satisfactory performance in case of ongoing work) from the officer concerned duly signed under Official seal stating Name & final cost of work, Date of completion etc., as per Annexure-D must be attached along with the offer. Certificate from "Private Individual" for which such works have been executed/being executed shall not be accepted.

(ii)The tenderer(s) shall submit a statement of contractual payments received during the preceding three financial years (2016-17, 2017-18 and 2018-19) and in the financial year 2019-20, in the prescribed proforma as detailed at Annexure-E. The details shall be based on the form 16-A issued by employer i.e., the certificate of deduction of tax at source under Section 203 of the Income Tax Act, 1961. The photocopies of the form 16-A shall be enclosed duly attested by Notary Public with seal and notary's stamp thereon in support of the above.

The details of TDS based on Form 26AS downloaded from the site of Income Tax department (www.incometaxindiaefiling.gov.in) or banks registered with NSDL for providing view of Tax credit statement (Form 26AS) duly attested by Notary public with seal and notary's stamps thereon will also be acceptable.

1.10 CONSTITUTION OF THE FIRM:

1.10.1 The tenderer(s) must necessarily enclose the legal documents, pertaining to the constitution of their Concern as applicable, along with the tender, as enumerated 'below.

Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of their Concern.

The tenderer(s) shall give full details of the constitution of the Firm/Company/ Society etc in the "FORM-II" as well as in Annexure-"D" to "Special Tender Conditions and Instructions to Tenderer/s" of Tender Document and must submit the following documents along with tender without fail :-

(a) Sole Proprietorship firm:

if the tender is submitted on behalf of a "Sole Proprietorship" Concern, the tenderer must submit the original affidavit of Sole Proprietorship duly notarized, along with the offer.

(b) Partnership Firm:

If the tender is submitted on behalf of a "Partnership firm/concern", The Partnership Firm should be registered by Registrar of firms. The tenderer must submit along with the offer

- (1) Notary certified copy of the Registered Partnership Deed
- (2) Notary certified copy of Power of Attorney/authorization in original, in favour of the individual signing the tender.

(c) Company :

If the tender is submitted on behalf of a Company registered under Companies Act-1956, the tenderer must submit along with the tender the following documents:

- (1) Notarised Copy of the MOA (Memorandum of Association) of the Company;
- (2) Notarised POA (Power of Attorney), in original, by the Company (backed by the resolution of Board of Directors) in favour of the individual signing the tender on behalf of the Company.

(d) Society :

If the tender is submitted on behalf of a Society, the tenderer must submit the following along with tender

- (1) Copy of the certificate of registration duly Notarized;
- (2) Notarized Deed of formation; and
- (3) Notarized Power of Attorney, in original, in favour of the tender signatory.

1.10.2 The tenders received without the aforesaid documents shall be liable to be rejected.

No document pertaining to the constitution of the Firm/Society (as applicable) shall be accepted/ considered under any circumstances after opening of the tender and no claim or representation whatsoever from the tenderer in this regard shall be entertained.

No change in the constitution of the Firm shall be permitted after the opening of the tender except when necessitated due to the Law of Succession.

Note: In case of General Power of Attorney, photocopy of the same duly notarized shall be considered.

1.11 TAX DEDUCTION AT SOURCE :

1.11.1 Under Section 194-C of the Income Tax Act 1961, deduction of Income Tax at source at the rate of 2% plus surcharge and cess thereon as applicable from time to time will be made from sums payable for carrying out the work under this contract.

1.11.2 Under Section 51 of the CGST Act 2017 and corresponding provisions of the SGST/UTGST Acts and IGST Act 2017, deduction of GST-TDS @ 2 % of taxable value of supplies or at the rates prescribed from time to time will be made from the sums payable for carrying out the work under this contract.

2.1 ELIGIBILITY CRITERIA

1. The tenderer must have professional and technical experience of minimum 5 years in Indirect Tax matters in Government / PSU on the date of opening of tender. Of these, at least one year experience should be in GST for Government Department / Zonal Railway/ PSU. The tenderer shall submit the letter of award of consultancy work on retainer-ship basis and letter of satisfactory completion of work for the period of experience.

2. As a proof of sufficient financial capacity and organizational resources, tenderer should have received a value not less than 50 lakhs, during each of the preceding three financial years (2016-17, 2017-18 and 2018-19) and in the financial year 2019-20.

3.1 COST OF TENDERING:

The Tenderer shall bear all costs associated with the preparation and submission of its tender, including any negotiations with or visits to the office of the Client, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

3.2 COST OF TENDER DOCUMENT:

Tender documents are available on SOUTHERN Railway website i.e. www.ireps.gov.in and the same can be downloaded and used as tender document for submitting the offer. However the cost of tender document as indicated above in NIT should be paid separately and not included in the earnest money. In case, tender is not accompanied with the cost of the tender document as detailed above, tender will be summarily rejected.

4.1 EARNEST MONEY / TENDER SECURITY

4.1.1 Earnest Money Deposit of Rs. 11,330/- (Rupees Eleven Thousand Three Hundred and thirty only) shall accompany the Tender. The EMD offered shall also be paid online through the payment gateway available in the IREPS portal. No other form of payment of EMD like Cash, Cheque, Demand Draft, etc. will be accepted.

4.1.2 Any tender not accompanied by an acceptable Earnest Money shall be rejected by the Client as non-responsive. The EMD of all unsuccessful Tenderers will be returned after the award of the contract. The EMD of the successful tenderer will be discharged/ returned after submission of performance guarantee by the successful tenderer. No interest will be paid by Southern Railway on the above EMD amount.

4.1.3 The Earnest Money may be forfeited:

- a) if the Tenderer withdraws the Tender after tender opening or varies any terms & conditions in regard thereto during the period of Tender validity; or
- b) if the Tenderer adopts corrupt or fraudulent or collusive or coercive practices; or
- c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit
 - (i) to sign the Agreement; and/or
 - (ii) Furnish the required Performance Security or
 - (iii) Refuses to enter into a contract after being awarded the contract or does not commence work within stipulated time after the award.

5.0 PRICE BASIS, CURRENCIES & LANGUAGE OF TENDER

5.1 The tenderer shall quote rates in in the Schedule of Work furnished in '**Part-B - Price Bid**', for the entire Scope of work as detailed in CLAUSE 1.0 of "Section IV – Special Conditions of Contract (SCC)". Tenders based on a system of pricing other than that specified in the tender documents shall be rejected. The tender prices shall be in Indian rupees only. Rates are to be quoted both in figures and words. In case of any discrepancy in rates between figures and words, the rates quoted in words will prevail over rates quoted in figures. All information in the tender shall be in English. Failure to comply with these requirements will render the tender liable for rejection.

5.2 The tenderer is required to quote Lumpsum Rate/Price per Annum for the work of GST Consultancy.

6.0 SIGNATURE OF TENDERS & DOCUMENTARY PROOF

The tender must contain the full name, designation and complete address of place of business of the person(s) signing the tender. Satisfactory evidence of authority of the person signing on behalf of the Tenderer should be furnished in/along with the tender form.

7.0 CHECK-LIST

The tenderer are requested to duly fill in the checklist as per Annexure-G. The checklist is only a reminder of certain important items, to facilitate the Tenderer. This, however, does not relieve the tenderer of his responsibility to make sure that his proposal is otherwise complete in all respects. The Firm/Consultant must comply with the tender specification and all terms and conditions of contract. No deviation shall be entertained.

8.0 DEVIATIONS:

The firm/Consultant must comply with the tender specifications and all the terms and conditions of the tender/contract. No deviation shall be entertained.

9.0 SUBMISSION OF TENDERS

All tenders shall be submitted "in sealed cover" in single packet only which should be superscribed as "Indirect Tax/ GST Consultants" NIT No., Date of Opening and addressed to the Dy.FA&CAO/Budget, Southern Railway, latest up to 15.00 Hrs on 21.07.2020 positively. The tender should include the original tender documents duly signed and stamped. The Tenders received late or after the prescribed due date and time of receipt as mentioned in NIT will not be entertained. SR will not be responsible for postal delay, if any.

The name, mailing address, tele/fax number and e-mail id of the tenderer shall be clearly indicated on the envelope. Tenderer may note that if the envelope is not sealed and marked as required, SR will assume no responsibility for the misplacement or premature opening of the same.

10.0 TENDER VALIDITY

The tender shall remain valid for a period of 45 Days from the date of opening. In the event of negotiation with the technically qualified eligible L1 tenderer, the validity of the negotiated rates shall have validity for a further period of 30 days from the date of negotiation or the expiry of the original validity period, whichever is later.

SR will make its best efforts to complete the award process within the original validity period of the tender. However, should the need arise, SR may request, in writing, all tenderers who submitted tender prior to the submission deadline to suitably extend the tender's validity for a further period as deemed fit.

11.0 ALTERNATIVE PROPOSALS BY TENDERERS

Tenderer shall submit offers that comply with the requirements of the tendering documents, including the 'Part B – Price Schedule'. Alternative proposals will be rejected as non-responsive.

12.0 CORRUPT, FRAUDULENT, COLLUSIVE OR COERCIVE PRACTICES

It is expected from the Tenderers that they will observe the highest standard of ethics during the tendering and currency of the contracts.

SECTION III: GENERAL TERMS AND CONDITIONS OF CONTRACT

- 1.1 DEFINITION OF TERMS
 - 1.2 "Contract Documents" shall mean this tender (tender) document and Contract Agreement. A Proforma of the agreement to be executed between client and the Firm/Consultant is given at FORM VII in Section V.
 - 1.3 "Contract Price" is a Lump Sum amount as stated in Letter of Award.(inclusive of taxes)
 - 1.4 "Client" shall mean the President of India acting through the Dy.FA&CAO/Budget, Southern Railway, Chennai.
 - 1.5 "Firm/Consultant" shall mean the tenderer whose tender will is accepted by SR and shall include such successful tenderer, his legal representatives, successors and permitted assigns, from time to time for the purpose of the contract.
 - 1.6 "Letter of Acceptance (LOA)" shall mean the official notice issued by SR notifying the Firm/Consultant that his proposal has been accepted.
 - 1.7 "Officer in Charge" shall mean SR officer dealing with the Performance and operations of the contract.
 - 1.8 "SR" shall mean Southern Railway
-
- 2.1 FIRM/CONSULTANT'S AGENTS/EMPLOYEES
 - 2.2 No other person except Firm's/Consultant's authorized representative shall be allowed into SR premises and they shall not do any private work other than their normal duties.
 - 2.3 Firm/Consultant shall be directly responsible for any/all disputes arising between him and his personnel and keep SR indemnified against all losses, damages and claims thereof.
 - 2.4 The personnel engaged by the Firm/Consultant shall be on the duty of the Firm/Consultant and under no circumstances shall be deemed to be on the duty of SR. SR shall have no relationship of Master and Servant or principal and Agent or nexus of any kind whatsoever with such staff deployed by the Firm/Consultant. Such staff shall not be entitled to claim any right, privilege or benefit from SR and in the event of any such claim, the Firm/Consultant undertakes to indemnify SR for any loss or damage, financial or otherwise.
 - 2.5 The personnel engaged by the Firm/Consultant shall be subject to security check by SR security staff while entering/leaving the premises. Such personnel shall have to adhere by the instructions of the security staff and other officers of SR authorized in this behalf. Failure to faithfully follow instructions would be deemed infringement of tender conditions.

3.1 AWARD OF CONTRACT

- 3.2 SR will intimate the award of Work in writing to the successful tenderer by issuing Letter of Acceptance/award accepting the proposal of the tenderer. The contract will be awarded to the eligible and responsive tenderer and SR shall be the sole judge in this regard.
- 3.3 SR reserves the right of rejecting/accepting either the whole or any part of the proposal. The Firm/Consultant shall be fully responsible and shall be bound to perform the job allocated to him at the quoted rates and terms and conditions that have been mutually accepted by SR and the successful tenderer.
- 3.4 SR reserves the right to assess tenderer's capability and capacity to perform the contract from other sources, should the circumstances warrant such assessment in its overall interest.

4.1 EFFECT AND JURISDICTION OF CONTRACT

- 4.2 The contract shall be considered as having come into force from the date of acceptance by the firm of the Letter of Acceptance/Award of contract by SR.
- 4.3 The contract shall be governed by the provisions of the General Conditions of Contract for Services issued by the Ministry of Railways, Government of India, as amended from time to time.
- 4.4 The laws applicable to this contract shall be the laws in force in India. The Courts of Chennai shall have exclusive jurisdiction in all matters arising out of and under this contract.

5.1 DURATION OF CONTRACT

- 5.2 The duration of the contract for work to be undertaken by the Firm/Consultant will be 1 YEAR (One year) starting from the date of acknowledgement by the firm/consultant, of the Letter of Acceptance (LoA) issued by Southern Railway.

6.1 CONTRACT PERFORMANCE GUARANTEE (PG):

- 6.2 On acceptance of tender, the successful tenderer shall have to submit Performance guarantee amounting to 10% of the value of contract within 30 (thirty) days from the date of issue of the Letter of Acceptance (LoA) by Railways, in any one of the approved forms listed in Para 4.11 of the General Conditions of

Contract for Services (GCC for Services) issued by the Ministry of Railways, Government of India, as amended from time to time. Payment of PG shall be made in favour of FA&CAO, Southern Railway, Chennai. The Performance guarantee will be furnished after LOA has been issued and acknowledged but before signing of agreement and should be valid up to 60 (Sixty) days beyond expiry of the completion period of the contract. If the currency of contract is extended for a further period, the validity of the Performance Guarantee should also be extended to cover such extended period plus 60 days therefrom. The agreement should normally be signed within 15 days after issue of LOA and the Performance Guarantee should be submitted within this time limit.

- 6.3 The Performance guarantee is intended to secure the satisfactory Performance of the entire contract. Failure to faithfully perform and carry out the various activities within the time period defined in the contract may result in invoking either whole or part of the Performance guarantee. However, it is not to be construed as limiting the amounts recoverable under the contract.
- 6.4 Format of Performance Bank guarantee to be submitted by the successful tenderer is attached as FORM VI in Section V.

7.1 TERMINATION OF CONTRACT

- 7.2 If at any time the Firm/Consultant makes any default in proceeding with the work with due diligence and continues to do so even after the notice in writing is served on him or commits any default in complying with any of the terms and conditions even after the notice in writing is given on that behalf by the Officer-in-charge. SR may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to SR by written notice, terminate the contract as a whole or a part of the Contract.
- 7.3 Where the Firm / Consultant breaches this Agreement, the Client may terminate this Contract and forfeit the performance security deposit, by not less than thirty (30) days' written notice of termination to the Firm / Consultants.
- 7.4 Further, the Firm will be debarred from participating in future assignments in SR in the following cases:
- a) If the Firm obtains the appointment on the basis of false information/ false statement at the time of submission of application/documents.
 - b) The Firm is found to have sub-contracted the work.
 - c) If the Firm does not take up the assignment in terms of the Letter of Acceptance.

8.1 TAXES, DUTIES, LEVIES ETC.

8.2 The Tenderer shall be registered with the Jurisdictional Commissioner of GST for the purpose of GST and shall furnish a copy of the Registration Certificate along with the tender documents. Firm/Consultant shall pay all income-tax including surcharges and cesses thereon and any other tax. Further, the Firm/Consultant shall be liable and fully responsible for payment of all Indian duties, levies, Indirect Taxes, etc. and any other taxes attracted/assessed on them under the provisions of the Indian laws. Documentary evidence towards having paid the taxes to the Govt. shall have to be produced by the Firm/Consultant, if so required by SR.

8.3 SR shall not bear any tax liability of the vendor/consultant under any circumstances whatsoever. SR shall deduct income tax and GST/any other tax **at source** from all the payments to be made to the Firm/Consultant in accordance with the provisions of Indian tax laws, as applicable from time to time, and deposit the same to the concerned Govt. Authorities.

9.1 FORCE MAJEURE

9.2 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

9.3 The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

10.1 SUSPENSION OF WORK

10.2 The Firm / Consultant shall on the order of the Officer-in-charge suspend the progress of the work or any part thereof for such time or times and in such manner as the Officer-in Charge may consider necessary. The Firm / Consultant has no right to suspend the work at any stage unilaterally.

11.1 PAYMENTS DURING THE FORCE MAJEURE OR SUSPENSION OF WORK

11.2 During the period of their inability to perform the Services as a result of an event of Force Majeure under clause 9.1 to 9.3 or Suspension of work under clause 10.1 & 10.2, the Firm / Consultants shall be entitled for compensation as may be considered reasonable by the Officer-in-Charge.

12.1 OBLIGATIONS OF THE FIRM / CONSULTANT

12.2 The Firm / Consultants shall perform the Services set out in the scope of work in accordance with the timetable set out in Special Conditions of Contract (SCC).

12.3 The Firm / Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Firm / Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

12.4 The Firm / Consultants and their personnel shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

13.1 INSURANCE TO BE TAKEN OUT BY THE FIRM / CONSULTANT

13.2 The Firm / Consultant will be responsible for taking out any appropriate insurance coverage for staff/ consultant deployed by the firm in this work.

14.1 DOCUMENTS PREPARED BY THE FIRM / CONSULTANTS TO BE THE PROPERTY OF THE CLIENT

14.2 Any studies, reports or other material, graphic, software or otherwise, prepared by the Firm / Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Firm / Consultant may retain a copy of such documents and software.

15.1 OBLIGATIONS OF THE CLIENT

15.2 The Client shall provide necessary space and information required to fulfill the Firm/ Consultant's obligation under the scope of work

16.1 DURATION OF LIABILITY

16.2 Neither party shall be liable for any loss or damage occurring after the completion of the Services.

17.1 PAYMENT TO THE FIRM / CONSULTANT

17.2 The Firm / Consultant's total remuneration shall not exceed the Contract Price and there shall be no other payment. Firm/Consultant shall be solely responsible for payment of wages/salaries and allowances to his personnel that are payable or might become payable under any new Act or order of Government and also comply with all the statutory laws/acts i.e. PF, ESI etc. relating to their employees. SR shall have no liability, whatsoever, in this regard.

18.1 CONFLICT OF INTEREST.

18.2 The Firm / Consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract.

19.1 DEFENSE OF SUITS

19.2 If any action in court is brought by a third party against SR or an officer or agent of the SR for the failure or neglect on the part of the Firm / Consultant to perform any acts, matter, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of the Firm/Consultant, his agents/representatives or his sub-Firm/Consultants, drivers or employees, the Firm/Consultant shall in all such cases be responsible and indemnify and keep SR and/or its representatives harmless and indemnified from all losses, damages, expenses or decrees arising out of such action.

20.0 SETTLEMENT OF DISPUTES

20.1 The contract shall be governed by the GCC for Services 2018 on Railways and as amended from time to time.

20.2 All questions, disputes or differences arising between the Firm / Consultant and the Client, in relation to or in connection with the Contract shall be referred for arbitration as per the extant rules of SR.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 SCOPE OF WORK OF CONSULTANCY

Sl.No.	Description of work
1	GST Consultancy on all matters affecting Railways
2	Assistance in filing of monthly GST returns : 3B, 1, 2, etc.
3	Assistance in filing of monthly GST - TDS returns : GSTR 7
4	Assistance in filing of Annual Return: GSTR 9
5	Filing of revised returns, if any
6	Guidance in availing ITC and computation thereof, wherever necessary
7	Calculation and quantification of partial ITC
8	Guidance on issuance and use of e-invoices and e-Way Bills
9	References to Tax authorities and clarifications and rulings
10	Working of impact of GST neutralization in erstwhile contracts
11	Other issues related to Indirect Taxes
12	Replies to show cause notices – GST/other taxes
13	Training Workshops to Railway personnel on GST and other Tax matters

2.1 PAYMENT TERMS & CONDITIONS

2.2 Payment schedule for the contract shall be as under:

Sl.No.	Description	Extent of payment
1	Payment for work done in the 1st Quarter of the contract period	20 % of the annual value of contract
2	Payment for work done in the 2nd Quarter of the contract period	20 % of the annual value of contract
3	Payment for work done in the 3rd Quarter of the contract period	20 % of the annual value of contract
4	Payment for work done in the 4th Quarter of the contract period	40 % of the annual value of contract

Note :-Bill for each quarter along with Quarterly Progress Report shall be submitted by Consultant after completion of the Quarter. Payment for the remaining quarters shall follow the same pattern as at Sl.nos. 1 to 4, in case the contract period is extended beyond one year.

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- 2.3 The Firm/consultant shall submit Contract Performance Guarantee at 10 % of the value of contract as per Clause 4.11 of the General Conditions of Contract for Services within the time stipulated in Clause 6.2 of Section-III.
- 2.4 The Firm/Consultant shall submit bills, in duplicate, to the T&AR Cell in SR Headquarters, Chennai. Efforts shall be made for payment to be released to the Firm/Consultant through NEFT within 30 days on receipt of bill complete in all respects. TDS as applicable shall be deducted from the bills of the Firm/Consultant. Bills having cutting and over-writing shall not be entertained unless authenticated by the user. No advance payment shall be made under any circumstances.

The Firm/Consultant shall give consent in a mandate form for receipt of payment through NEFT/RTGS. Charges if any will be on account of the Firm/Consultant.

The Firm/Consultant shall provide the details of Bank Account in line with RBI guidelines for the same. These details would include Bank Name, Branch name and address, Account type (Saving/ Current), Bank Account No. and IFSC code no. of the bank in Form-V of SECTION-V, along with a cancelled cheque of the said bank.

SECTION V: PROPOSAL FORMS AND ANNEXURES

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Signature of the Tenderer

TENDER FORM

To
The Deputy Financial Adviser & Chief Accounts Officer/Budget,
Southern Railway, Chennai – 600 003.

Sub: Proposal for the work "Engagement of GST Consultants for SR"

Dear Sir,

I/We, hereinafter called "The Tenderer", have read and examined the following tender documents relating to the work "Engagement of GST Consultants for Southern Railway":

PART-A

- | | | |
|------------------|---|--|
| i) Section-I | : | Notice Inviting Tenders (NIT) |
| ii) Section-II | : | Instruction to Tenderer (ITT) |
| iii) Section-III | : | General Terms and Conditions of Contract |
| iv) Section-IV | : | Special Conditions of Contract (SCC) |
| v) Section-V | : | Tender Forms & Annexures |

UNDERTAKING

SR/HQ/ACCTS/GST/2020/01

1. I/We hereby tender for execution of the Services referred to in the documents mentioned in Paragraph -1 above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications, designs, drawings and other details given herein and at the rates contained in "PART B – Price Schedule" and within the period(s) of completion as given in GCC and subject to such terms and conditions as stipulated in the contract.

2. I/We agree to keep this tender open for acceptance for a period of 90 days from the date of opening of tender. I/We hereby further undertake that during the said period I/We shall not vary/alter or revoke my/our tender.

3. A sum of Rs.11, 330/- (Rupees Eleven thousand three hundred and Thirty) only is hereby paid through online mode through the payment gateway in IREPS as Earnest Money. I/We agree that if I/we fail to keep the validity of tender open, as aforesaid and /or I/we indulge in corrupt or fraudulent or collusive or coercive practices or make any modification in the terms and conditions of our tender on our own accord and/or fail to commence the execution of the works as provided in the documents referred to in Paragraph-1 above, after the acceptance of our tender, I/we shall become liable for forfeiture of our earnest money, as aforesaid and the Client shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

4. Should this tender be accepted, I/we agree to abide by and fulfill all the terms and conditions and provisions of the above mentioned tender documents.

5. I/We certify that the Tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in your Tender Documents, referred to in Paragraph-1 above, and it does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us is correct to the best of our knowledge and belief.

6. Unless and until a formal agreement is prepared and executed, this offer together with your written acceptance thereof shall constitute a binding contract between us. I/We understand that SR is not bound to accept the lowest or any offer it may receive. If our offer is accepted, we undertake to complete work as awarded to us within the time stated herein.

7. The particular of our Organization & other relevant details as per the requirement of tender documents are enclosed.

(Signature of person duly authorized to sign the Tender on behalf of the Tenderer along with seal of tenderer)
Name.

Signature

Name of the Tenderer

Designation.

Date

DETAILS OF THE TENDERER

1. Name of the Firm:

Constitution of the Firm/ concern.

(Tick as applicable)

a. Sole Proprietorship

b. Partnership Firm

c. Company

d. Society

The tenderer must submit along with tender, the documents to constitution of firm/concern.

2. Registration No. of the Firm:

3. Date of Registration of the Firm:

4. Details of Head Office & Branch Office(s):

Head Office

Address	Date of Establishment	Contact Nos./ Fax No.	E-mail id

Branch Office 1

Address	Date of Establishment	Contact Nos./ Fax No.	E-mail id

Branch Office 2

Address	Date of Establishment	Contact Nos./ Fax No.	E-mail id

Insert Tables for further branch offices, if any.

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5. Details of Partners in the Firm / Limited Liability Partnership (LLP) :

Sl.No.	Name of Partner	Membership No.	Membership Status ACA/CMA/ FCA/FCMA/ CISA/DISA	Date of joining the firm as partner

6. Details of Qualified Assistants :

Sl.No.	Name of the Assistant	Membership No.	Whether ACA/CMA/ FCA/FCMA/ CISA/DISA	Date of joining the firm as qualified assistant

7. Details of IFRS Qualified Members :

Sl.No.	Name of the Member	Membership No.	Membership Status ACA/CMA/ FCA/FCMA with IFRS certification/ diploma or similar qualification	Date of joining the firm

8. Details of Semi-Qualified Assistants :

Sl.No.	Name of the Assistant	Whether Cost/Chartered Accountancy- Intermediate	Date of joining the firm as semi-qualified Assistant

Signature of the Tenderer

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9. Details of Experience in Government Department/Railway/PSUs:

Sl.No.	Name of the Organisation	Year	Nature/Type of services rendered

10. Details of Experience in other than Railway PSUs:

Sl.No.	Name of the Organisation	Year	Nature/Type of services rendered

11. Details of Experience in other assignments:

Sl.No.	Name of the Organisation	Year	Nature/Type of services rendered

12. Publications by the tenderer on the subject (if any) :

13. Details of experience in representing Government Department/PSUs before the Central Excise Department, Tribunal, and Courts etc., relating to Indirect Tax.

14. Income Tax PAN No. of the Firm: (Copy of PAN CARD to be furnished)

15. GST Registration No.(Copy of GST Registration Certificate to be attached)

FORM OF DECLARATION

M/s----- (name of Tenderer) having its Registered office at ----- (hereinafter referred to as "the Tenderer") having carefully studied all the Tender documents relating to the "----- (name of the Work)", the local and site conditions and having undertaken to execute the said works,

DO HEREBY DECLARE THAT:

1. The Tenderer is familiar with all the requirements of the Contract.
2. The Tenderer has not been influenced by any statement or promise of any person of the Client but only the Contract Documents.
3. The Tenderer is financially solvent.
4. The Tenderer is experienced and competent to perform the Contract to the satisfaction of Client.
5. The Tenderer is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnel employed therein.
6. The Tenderer hereby authorizes the Client to seek reference from the bankers of tenderer for its financial position.
7. The Tenderer undertakes to abide by all labour welfare legislations.
8. The statement submitted by the Tenderer is true and correct.

For and on behalf of the Tenderer

Sd/

(To be signed by Power of Attorney Holder)

Dated :

Declaration of Eligibility (By the Tenderer)

I/ We, M/s (Name of tenderer) hereby certify that I/ we have not been banned/de-listed/de-barred from business by any Government Department/PSU..

(Seal & Signature of the Tenderer)

Date :

RTGS/NEFT MANDATE FORM

- 1. NAME OF THE TENDERER :
- 2. ADDRESS :

- 3. TELEPHONE/MOBILE NO. :
- 4. PARTICULARS OF BANK ACCOUNT OF THE TENDERER :
 - A. NAME OF THE BANK :
 - B. BRANCH NAME :
ADDRESS :

 - TELEPHONE NO. :
 - C. IFSC CODE OF THE BANK :
 - D. ACCOUNT TYPE :
 - E. ACCOUNT NUMBER :
(as appearing on the Cheque Book)

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the Client responsible.

Date: (.....)
Signature of the Tenderer

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

Date: Signature of the Authorized
Official from the Bank

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No.: _____

Dated: _____

To,

The Principal Financial Advisor,
Southern Railway,
Park Town, Chennai-3.

Reference: - Contract No.: _____, Awarded on _____

This deed of guarantee made this day of _____
Between _____(Name of Bank) having registered office at
_____(hereinafter referred to as "Bank") of the one part,
and Southern Railway (hereinafter called the "Client") of the other part

Whereas Southern Railway has awarded the contract no. _____ for
_____ (hereinafter called "the Contract") to _____
(Name of the Firm/Consultant) having its registered office at _____
(hereinafter called the Firm/Consultant).

AND WHEREAS the Firm/Consultant is bound by the said Contract to submit to
the Client an irrevocable performance security guarantee bond for a
total amount of Rs. _____ (RupeesAmount in words).

Now we the undersigned _____(Name of the Bank official) being fully
authorized to sign and to incur obligations for and on behalf of the Bank,
hereby declare that the said bank will guarantee the Client the full amount of
Rs. _____(Rupees _____Amount in words) as
stated above.

After the Firm/Consultant has signed the afore said Contract with the Client, the
Bank further agree and promise to pay the due and payable under this
guarantee without any demure merely on a demand from the Client stating that
the amount claimed is due by way of loss or damage caused to or would be
caused or suffered by the Client by reason of any breach by the said
Firm/Consultant of any of the terms and conditions contained in the said
agreement or by reason of the Firm/Consultant 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. _____(Rupees _____Amount in words) only.

(Continued from page1) BG No.-----, Dated-----

We -----(indicate name of the Bank), further undertake to pay to the Client any money so demanded notwithstanding any dispute or dispute raised by the Firm/Consultant in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The payment so made by us (name of Bank) under this bond shall be a valid discharge of our liability for payment there under and the Firm/Consultant shall have no claim against us for making such payment.

We -----(indicate name of the Bank), to 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 Client under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by (designation & address of contract signing authority) on behalf of Client certifying that the terms and conditions of the said agreement have been fully and properly carried out by the said Firm/Consultant and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Client or until date of validity *I* extended validity, whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Client within validity/ extended validity period of guarantee from the date aforesaid.

Provided always that we -----(name of bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Client. If the guarantee is not renewed or the period extended on demand, we ----
----- (name of bank) shall pay the Client the full amount of the guarantee on demand without demur.

We -----(indicate name of the Bank), to further agree with the Client that the Client shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any power exercisable by the Client against the said Firm/Consultant and to forbear or enforce any of the terms reason of such variation, or extension being granted to the said Firm/Consultant for any forbearance act or omission on the part of the Client or any indulgence by the Client to the said Firm/Consultant or by any such matter or thing whatsoever which under law relating to sureties for the said reservation would relieve us from the liability.

(Continued from page2) BG No._____, Dated_____

The guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Firm/Consultant.

The expressions "the Client", "the Bank" and "the Firm/Consultant" hereinbefore used shall include their respective successors and assigns.

We -----(name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Client in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this bank Guarantee shall not exceed and restricted to Rs.------(Rupees-----Amount in words).
- ii) This bank guarantee shall be valid up to -----, unless extended on demand by the Client.
- iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank Guarantee only if Client serve a written claim or demand on or before _____ (date)

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of -----being herewith duly authorized.

Signature of Authorized Official of the Bank
With Bank Seal

Name :
Designation :
Address :

Witness 1
Signature :
Name :
Address :

Witness 2
Signature :
Name :
Address :

CONTRACT AGREEMENT (In Quadruplicate)

Name of the Work: GST Consultancy Contract

This contract agreement is made on the -----Day of -----, 2020, between, on the one hand, Southern Railway (a Zonal Railway under Ministry of Railways) (hereinafter called the "Client") through its authorized signatory, Dy.FA&CAO/Budget/HQ, which expression shall unless excluded by or repugnant to the subject or context include their successors in office and assigns of the ONE PART

and, on the other hand,

M/s----- (hereinafter called the "Firm/Consultant") which expression shall unless excluded by or repugnant to the subject or context include their heirs, executors, administrators, legal representatives and assigns of the SECOND PART.

WHEREAS

- (a) the Client has requested the Firm/Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Firm/Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) Letter of Award;
- (b) Tender Document (Tender Document) as referred to in clause 1.5 of Section II – Instruction to Tenderers (ITT) and any amendment/ corrigendum issued in relation thereto.

In the event of any inconsistency, Special Conditions of Contract (SCC) shall prevail over the General Conditions of Contract (GCC).

2. The final contract price for the assignment shall be Rs.----- (Rupees-----Amount in words).

3. The mutual rights and obligations of the Client and the Firm/ Consultant shall be as set forth in the Contract in particular:

(a) the Firm/Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Firm/Consultant in accordance

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with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and behalf of Southern Railway

(Authorized Representative of SR- name, designation and signature]

For and on behalf of "Firm/Consultant"

[Authorized Representative of the Firm/Consultant - name and signature]

Partner

[Authorized Representative of the Firm/Consultant - name and signature]

ANNEXURE-A

MAJOR AREAS TO BE COVERED BY THE CONSULTANT

1. Advice on applicability of GST including method of calculation of GST.
2. Advice on applicability and computation of input Tax Credit and its vetting.
3. Adequacy of Forms and formats/records of G S T .
4. Filing of returns including compilation of data from field units.
5. To deal with various notices / queries received from Tax/GST authorities
6. Preparation of formats/checklist reports as per statutory requirements
7. Appeals to Appellate Tribunals of Indirect Tax, GST, IT, etc.
8. Visiting/Liaison with the authorities of Indirect Tax/GST for assessment and other miscellaneous works at various levels, making references to authorities for seeking clarification.
9. Tenderer should provide one dedicated experienced Chartered Accountant on call to visit Southern Railway within a short duration of 3-4 hours.
10. Preparatory work and replies for Audit of GST
11. Review of billing system in line with the GST laws.
12. Any other activity related to GST.
13. Training/presentation for staff through Workshops for GST, at least two Workshops in each quarter.
14. Rendering advice on applicability/computation and other related matters under GST as and when notifications/circulars/orders are issued by GST authorities.
15. Advice on matters related to other Taxation Issues and compliance related arrangements in field units and Zonal Railway.

ANNEXURE-B

**AREA AND EXTENT OF COVERAGE OF RECORDS OF SR
BY THE CONSULTANT**

- To test check the records of SR and suggest maintenance of documents to comply with GST Rules;
- To ensure that proper records are maintained for GST Returns;
- To guide SR about the training requirement for GST and impart training when required.

REPORTING REQUIREMENTS

Consultant has to mandatorily submit a Quarterly Progress Report. Besides, the Quarterly Report, the Consultant will be required to submit special reports if required, as the situation warrants, on the written instructions of Southern Railway.

Extent of Work shall be as per Annexure 'A' & 'B'.

Constitution of the firm:

- 1 Constitution of the Firm/ concern. : Sole Proprietorship/Partnership (Tick as Firm/Company/Society applicable)
- 2 Full name of firm/company/Society :
- 3 Year of formation/incorporation :
- 4 PAN No. :
- 5 GSTIN No. :
- 6 Registered Office Address “
- 7 Address to which correspondenc regarding this tender should be done :
- 8 Names of the proprietor/partners etc. :

We have enclosed along with the tender, all the requisite documents pertaining to the constitution of the firm/concern/company etc., as specified clause 1.11 of "Instructions to tenderer". I/we understand that in absence of these documents, our tender shall be treated as having been submitted by individual who has signed the tender documents.

Signature of tenderer

Signature of the Tenderer

ANNEXURE - E

Detail of Contractual payment received in the preceding three financial years, i.e., 2016-17, 2017-18, 2018-19 and in the financial year 2019-20.

S.No.	Name of the Work	Name and Address of the Employer	Details of Payment received	Financial Year to which the payment relates	Total Contract Amount Received

CHECK LIST

S.No	Item Description	Reference	Uploaded
1	Tender Form in original (duly signed and stamped)	Form-I of Section-V	YES / NO
2	Details of Tenderer	Clause 1.7.5 of ITT & Form-II of Section-V	YES / NO
3	Duly signed Form of Declaration	Clause 1.7.6 of ITT & Form-III of Section-V	YES / NO
4	Declaration of Eligibility	Clause 1.7.7 of ITT & Form-IV of Section-V	YES / NO
5	NEFT/RTGS Mandate Form	Clause 2.4 of Section-IV SCC	YES / NO
6	Certificate of Registration issued by the Governing Body/Institute	Clause 1.7.8 of ITT	YES / NO
7	Copy of Letter of Award of Contract (issued by the client)	Clause 1.9.1(b)(i) of ITT	YES / NO
8	Proof of satisfactory completion of work	Clause 1.9.1(a)(i) of ITT	YES / NO
9	Document of Constitution of the Firm	Clause 1.10 of ITT	YES / NO
10	Details of payments received in the preceding financial years	Clause 1.9.1(b)(ii) of ITT	YES / NO
11	Cost of Tender for Tender Document downloaded from the website	Item VII of NIT	YES / NO
12	EMD/Tender Security	Clause 4.1.1 of ITT	YES / NO
13	Authorization letter for signing documents on behalf of the Firm	Clause 6 of ITT	YES / NO
14	IT PAN No.	Sl.No.14 of Form-II	YES / NO
15	GST Registration Certificate	Sl.No.15 of Form-II	YES / NO
16	PRICE BID	PART-B & Clause 5 of ITT	YES / NO
17	Complete Tender Document signed on all pages (44 Pages)	Clause 6.0 & 9 of ITT	YES / NO

(In case answer to any of the above list is 'NO', the tender shall be liable to be rejected)

*The Tender documents should be serially numbered and properly indexed

Signature of the Tenderer

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PART-B PRICE BID

Tender No.: SR/HQ/ACCTS/GST/2020/01 dt.06.07.2020

Name of the work : Engagement of GST Consultants for Southern Railway

SCHEDULE OF WORK**Part-1**

Sl.No.	Description of work	Rate per annum In figures and words (Rs.)
1	GST Consultancy on all matters affecting Railways	
2	Assistance in filing of monthly GST returns : 3B, 1, 2	
3	Assistance in filing of monthly GST - TDS returns:GSTR 7	
4	Assistance in filing of Annual Return: GSTR 9	
5	Filing of revised returns, if any	
6	Guidance in availing ITC	
7	Calculation and quantification of partial ITC	
8	Guidance on issuance&use of e-invoices and e-Way Bills	
9	References to Tax authorities for clarifications and rulings	
10	Working of impact of GST neutralization in erstwhile contracts	
11	Other Indirect Tax issues	
12	Replies to show-cause notices–GST/other taxes	
13	Training Workshops to Railway personnel on GST and other Tax matters	

One Lump sum rate per annum to be quoted for all items in Part-1. The rates quoted shall be all inclusive rates, including GST @ 18%. Execution of Part-1 by the consultant is mandatory.

Signature of the Tenderer with date and Seal

**** END OF DOCUMENT *****

Signature of the Tenderer

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