



**TENDER DOCUMENT FOR  
AWARD OF CONTRACT TO PR AGENCY FOR INDIAN RAILWAY FINANCE  
CORPORATION**

**TENDER NO.: IRFC/Tender/PR Agency/2022-2023**

**Date: 00.00.2022**

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## TENDER NOTICE

Indian Railway Finance Corporation invites sealed applications from eligible PR agencies for selection as IRFC's PR agency for enabling its Public Relations services. IRFC proposes to engage a PR agency for the term mentioned in the Scope of Engagement detailed:

Tender document can also be downloaded from the website [www.irfc.co.in](http://www.irfc.co.in) and [www.govttenders.nic.in](http://www.govttenders.nic.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in)

Details of Tender

S. No.	Particulars	Details
1.	Tender Number	Award of Contract to PR Agency for Indian Railway Finance Corporation Ltd. IRFC/Tender/PR Agency/2022-2023
2.	Tender Date	00.00.2022
3.	Tender issued by	HR & Administration Department, Indian Railway Finance Corporation, Room No.-1338, The Ashok, Diplomatic Enclave, Chanakyapuri New Delhi – 110 021.
4.	Cost of Tender Document	Rs. 1000/- (Rupees One Thousand Only)
5.	Period of Contract (years)	2 (Two) Years
6.	Earnest Money Deposit (EMD)	Rs.2.85 Lakhs (Rupees Two Lakh and Eighty-Five Thousand Only)
7.	Nodal Officer for Correspondence and clarification	Joint General Manager (HR & Admin.) Indian Railway Finance Corporation, Room No.-1338, The Ashok, Diplomatic Enclave, Chanakyapuri New Delhi – 110 021.
8.	Start Date of Bid Submission & Time	On or before 00.00.2022 up to 11.00 A.M
9.	Last Date of Bid Submission & Time	00.00.2022
10.	Opening of Technical Bid	00.00.2022
11.	Performance Security Deposit	5% of the Contract value.

### 1.0 **PROPOSAL:**

- No Agency shall submit more than one proposal. If an Agency submits or participates in more than one proposal, all the proposals submitted by the Agency shall be disqualified
- Related Parties –  
In the following circumstances IRFC will have discretion to reject the Proposal/response or accept the Proposal/ response with some conditions stipulated by IRFC.
  1. Proposal/Response submitted by holding company and its subsidiary
  2. Proposal/Responses submitted by two or more companies having common director/s
  3. Proposal/ Responses submitted by two or more partnership firms / LLPs having common partners
  4. Proposal/Responses submitted by two or more companies having the same group of promoters / management
  5. Any other proposal/ response in the sole discretion of the IRFC is in the nature multiple bids.

- Note: Agency submitting the proposal must comply with all the criteria mentioned in this RFP. Non-compliance of any of the criteria will entail rejection of the offer summarily. Attested true photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. IRFC reserves the right to verify / evaluate the claims made by the Agency/s independently.
- The proposal, correspondence and communication for the process would be in English only. No other languages, vernacular versions or translations / transliterations are permitted. The proposals which are not in English shall be rejected.

**Joint General Manager (HR & Admin.)  
Indian Railway Finance Corporation Ltd.  
New Delhi-110003**

## TECHNICAL CRITERIA

### **2.0 ELIGIBILITY CUM TECHNICAL CRITERIA**

The PR agencies meeting the following minimum eligibility criteria are only requested to apply:

- The PR agency must have a turnover of five crores (Rs.5.00 crores) during 2018-19, 2019-20 and 2020-21, in each financial year.
  - The net worth of the agency should be positive during each of the previous three financial years (2018-19, 2019-20 and 2020-21). Copies of the duly audited balance sheets and profit and loss accounts, duly certified by auditor along with the auditor's report to be enclosed.
  - The Agency should not have been black-listed / debarred by any Central / State Government / Public Sector Undertakings / Banks and not involved in any major litigation that may have effect or compromised the delivery of services required during last 5 years. A self –certification on the above to be provided on letter head. However, the IRFC has the right to independently verify the same.
  - The agency should have been in existence in India for a minimum period of 5 years with full – fledged Office in Delhi NCR with the state-of-the-art infrastructure and manpower including PR professional team to support timely service for PR activities within the scope of work. Agencies will enclose necessary documents along with application. IRFC shall verify the same. A certificate of incorporation / Partnership Deed etc. to be provided.
  - The agency should be / should have been on the panel of at least 3 Govt Organization's/PSUs/Corporates for PR services. The letters of satisfactory services from the clients to be submitted.
- I. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any firm or company registered under the act and law of India. Joint venture and consortium are not permitted.
  - II. The successful bidder shall not be allowed to sub-contract works to any other contractor.

## SCOPE OF WORK

### 3.0 SCOPE OF WORK

IRFC will require the services of the PR Agency for the below mentioned broad categories of work:

Long Term PR Strategy	Scope of Work
<p>To position IRFC as a fast-growing Railway NBFC backed by competent professionals with rich domain experience.</p> <p>Designing comprehensive and effective media strategy for IRFC.</p>	<p>Preparation of press releases/press briefing material and information kits and coordinating with the media for publication of the same.</p> <p>Organizing press conferences and briefing media about achievements of IRFC on regular intervals.</p> <p>Arranging media coverage of various programmes/events and announcements held in any part of the country (related to IRFC, visits of CMD IRFC and IRFC Board etc.)</p> <p>The agency should be able to develop interesting and domain related content in a meaningful way targeting all sorts of stakeholders.</p> <p>Translation of publication material in Hindi &amp; English and other regional languages as and when required.</p>
<p>To increase the visibility of brand IRFC, along with its top management, amongst its target audience including the common masses in general and the financial community (analysts and fund managers, potential investors, stakeholders and financial media) in particular.</p>	<p>Writing articles/speeches/opinion pieces/editorials/advertorials and blogs on behalf of top management of IRFC and coordinate with the media for publishing the same. The target media would be mainline newspapers, financial dailies, magazines and online news portals.</p> <p>Ensure maximum coverage of press releases issued by IRFC and the events organized by IRFC from time to time/periodically.</p> <p>Arranging interviews and bites in electronic media; and radio spots for the top management of IRFC.</p>
Media Management	
<p>To maintain a rapport with the Print, Electronic, Digital and any other emerging media entities</p>	<p>To curate and disseminate information related to IRFC in Print, Electronic, Digital and Radio.</p>

<p>to ensure adequate and positive coverage of the IRFC.</p>	<p>Managing one-on-one interactions of authorized spokespersons of IRFC with identified media professionals related to the railways and finance sector, besides organizing media events.</p> <p>To provide and maintain an updated list of media professionals relevant to IRFC.</p> <p>Continuously monitor the media for placing PR messages in industry features.</p> <p>Interact with officials of IRFC from various departments once in every quarter to create a communication calendar/strategy based on known internal and external communication opportunities.</p>
<p>Media Monitoring</p>	<p>Keeping a track of the news related to IRFC in the media and sending the tracking report to the PR department of IRFC on a daily basis.</p> <p>The tracking report to be sent through email in the morning and during the day for any significant news through WhatsApp etc. both in English and Hindi.</p>
<p><b>Social Media Management</b></p>	
<p>Prepare a long-term social media strategy for IRFC for promoting the activities of IRFC on its official social media accounts and increasing traffic on its official website.</p> <p>A response and feedback mechanism should be curated for the followers of IRFC on social media.</p> <p>Expanding the reach &amp; penetration of activities, tapping the influencers, citizen participation via social media and SEO.</p>	<p>Managing social media presence of IRFC on its official social media platforms including Twitter, Facebook, Instagram, LinkedIn and any other emerging social media platforms.</p> <p>The agency will be responsible for creation of aesthetic and meaningful content in the form of graphics, GIFs, digital slides, graphs/charts, presentations, editing of video/audio clips etc. from the raw inputs for uploading the same on social media platforms.</p> <p>Maintaining a tracking report of the social media activities of other PSUs/departments in the related sector.</p> <p>Analyzing Social Media trends, moderation and intervention as and when required.</p>

	<p>The agency should be able to provide detailed analytics &amp; reports about social media activities on all platforms &amp; people engagement.</p> <p>Manage response on social media accounts through setting up standard response management process in coordination of IRFC. Feedback, messages and any other communication received from visitors to the sites shall be responded only in consultation with IRFC.</p>
<b>Market Intelligence</b>	
	<p>To produce a comprehensive report at the end of every month giving detailed coverage analysis for IRFC and analysis of the same in Print, Electronic and Digital media vis-à-vis major competitors.</p> <p>To provide information for business development and image/brand building.</p>
<b>Crisis Communication and Reputation Management</b>	
<p>To prepare a proactive strategy for crisis communication and chalk out the key message, communication plan and ensure effective implementation of the plan for desired results.</p>	<p>To communicate effectively with the media in the time of crisis.</p> <p>Identify the target audience for communication.</p> <p>Ensure effective implementation of the crisis communication plan for desired results.</p> <p>The bidder should assist and coordinate with PR department of IRFC in media handling, internal communication and needs to be in constant touch with PR team for supporting a mechanism wherein one/two representatives should remain present at the site 24x7 during the time of crisis.</p>
<b>Investor Relations</b>	
<p>To prepare and execute a communication strategy for Analysts and Investors.</p> <p>To manage investor perceptions based on IRFC's achievements, financial performance and strategic initiatives for sustained growth</p>	<p>Preparing investor presentations and organizing investor meets on regular intervals.</p> <p>Arranging analyst meets and conference calls.</p>



and achieving fair valuation.	
<b>Corporate Communications: Internal &amp; External</b>	
<p>Designing internal communication policy for communicating with the employees of the company.</p> <p>To develop an external communications strategy for communicating with the external shareholders and stakeholders.</p>	<p>To assist IRFC in publishing Journals/Magazines and other modes of internal communication.</p> <p>Assist IRFC in identifying internal communication opportunities.</p> <p>To provide media training programs for key personnel/identified spokespersons/PRO of the IRFC at the Corporate Office or anywhere as may be desired by the IRFC at agency's cost.</p> <p>To devise methods and communication strategy for better investor and analyst relations.</p> <p>Drafting all external communication matters including articles/speeches/Press Releases.</p> <p>Media audit/perception study once in a quarter.</p>

**4.0 PERIOD OF AWARD OF CONTRACT**

IRFC proposes to select the PR agency for a period of 2 (Two) years subject to satisfactory review after every year. IRFC will have right to extend the agreement for a further period of one year based on satisfactory performance, and mutually agreed terms.

## **5.0 PERFORMANCE OF THE AGENCY**

- The Agency agrees to deliver and perform the services in accordance with the time schedule specified by the IRFC. It also covers Saturdays / Sundays and other holidays where the IRFC would require services to be done by the Agency.
- If the agency fails to complete the work as per the requirements and to the satisfaction of the IRFC, the IRFC reserves the right to cancel the award of contract to PR agency.
- The cancellation / termination of the work order by the IRFC shall be at the risk and responsibility of the Agency.
- The Applicant shall submit the proof authenticated by the Applicant and IRFC official that the delay is attributed to the IRFC and/or Force Majeure along with the bills requesting payment.
- The Bidder shall perform its obligations under the agreement entered into with the IRFC, in a professional manner.
- If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the IRFC has to take corrective actions to ensure functionality of its property, the IRFC reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- If the Bidder fails to complete the due performance of the contract in document, the IRFC reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non- performance. Agreement violation will attract penalties.

## **6.0 TRAINING**

Selected agency shall provide training for PR strategies to officials of the IRFC. The agency in coordination with the IRFC on request from the IRFC shall specify the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training. The agency shall provide all training material and documents. Conduct of training of IRFC's personnel shall be at the Corporate Office or anywhere as may be desired by the IRFC at agency's cost.

## **TERMINATION OF CONTRACT**

### **7.0 TERMINATION**

IRFC shall have option to terminate / cancel this RFP at any stage without any prior notice or giving any reasons.

The IRFC may, without prejudice to any other remedy as may be available for breach of contract, by a written notice, sent to the Agency, may terminate the contract in whole or in part, once any default is noticed.

- a. if the agency fails to deliver / undertake any or all of the services within the time period(s) specified in the contract / work schedule/request, or any extension thereof granted by the IRFC;
- b. If the agency fails to perform any other obligation(s) under the Contract.

In the event the IRFC terminates the contract in whole or in part pursuant to the above, the IRFC reserves the right to get the remaining services executed by another Agency of its choice, by giving one month's notice and in that eventuality, the Agency is bound to make good the additional expenditure, that the IRFC may have to incur in executing the remaining part of the contract.

In the event of termination of the Work Order/ Agreement due to any cause whatsoever, (whether consequent to the stipulated term of the Work Order/ Agreement or otherwise), IRFC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Applicant shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Applicant to take over the obligations of the erstwhile Applicant in relation to the execution/continued execution of the scope of the Work Order/ Agreement.

- i. Nothing herein shall restrict the right of IRFC to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that maybe available to IRFC under law or otherwise.
- ii. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Work Order/ Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.
- iii. IRFC may terminate the agreement/work order in full or in parts by giving a written notice of 30 days to the consultant against acknowledgement.
- iv. The party shall make full endeavour for a smooth transition/provide all support to the new Applicant and/or other party so as to ensure continued customer service and minimum disruption.

### **8.0 SET OFF**

Without prejudice to other rights and remedies available to IRFC, IRFC shall be entitled to earmark, set-off or adjust any amount due to IRFC under any of the clauses of this agreement for delay, failure or non-performance of any condition, undertaking, and commitment or for breach of any terms of this agreement. This clause shall override all other clauses of this document and shall also survive the termination.

## **COMMERCIAL PROPOSAL**

### **9.0 COMMERCIAL PROPOSAL**

- **The commercial proposal for monthly retainership fees shall be quoted in a separate sealed cover. (Annexure-II)**
- The fee quoted shall be inclusive of all taxes. The commercial proposal shall not include any conditions attached to it and any such conditional commercial proposal shall be liable for rejection. The Agency shall express the fee in Indian Rupees only.

### **9.1 OTHER TERMS**

- Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
- The Agency shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by the IRFC in any litigation initiated by any third party applicable to this contract.
- The Agency shall implement the work assigned to it by IRFC on receiving written approval from IRFC.
- No other incentive other than retainable fees shall be payable for PR activity, mentioned in the RFP document.
- The Agency shall fully indemnify, defend and hold IRFC harmless from and against all claims, liabilities, losses or damages, recoveries, proceedings, damages actions, judgments, costs, charges and expenses which may be made or brought or commenced against IRFC or which IRFC may or may have to bear, pay or suffer, directly or indirectly in connection with any breach of terms and conditions of contract by the agency or its agents, employees, officers or any matters arising upon or by virtues of the contract.
- The IRFC, may, at any time, by a written order given to an Agency, make changes within the general scope of the contract related to terms & references, increasing / decreasing the scope, analysis or specifications. If any such change causes an increase or decrease in the cost of, or the time required for the execution of the work, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the work order shall accordingly be amended.
- The bidder should have its corporate office in Delhi/NCR.

### **10.0 SELECTION PROCEDURE**

IRFC will formulate a committee(s) for making technical and commercial evaluation. This committee(s) will supervise the activities relating to evaluation of technical bids, opening of commercial bids, final selection of the PR agency, negotiations (if any) on various terms and conditions, etc.

### **10.1 TECHNICAL EVALUATION**

The technical proposal shall not include any financial bid. A Technical Proposal containing financial bid may be declared as rejected. All the bids (applications) will be evaluated based on “Eligibility Cum Technical Criteria” mentioned under Para No. 2.0.

The short-listed agencies will be advised to make a presentation of maximum 30 minutes duration to the Evaluation Committee on their capabilities, experiences, etc. and showcase their work done for other clients.

IRFC shall evaluate the technical proposals on the basis of eligibility criteria and other terms and conditions mentioned below. Bidder qualified as per the eligibility criteria would be required to make a presentation (in-person/virtual) before the evaluation committee of the IRFC for award of contract to PR Agency. IRFC shall inform the date, time and place of presentation to all eligible Agencies after completion of the evaluation of eligibility criteria and other terms and conditions.

**Technical Bid Marking Form (Max. 100 Marks)**

SN	EXPERIENCE/CAPABILITY PRESENCE/RESOURCES	CRITERIA FOR AWARD OF MARKS	Maximum Marks
1	<p>Average Annual turnover of the bidder from PR activities in the last three Financial Years, 2018-19, 2019-20 and 2020-21.</p> <p><b>Document:</b></p> <ol style="list-style-type: none"> <li>1. Certificate from the CA of Bidder certifying annual turnover.</li> <li>2. Copies of the duly audited balance sheets and profit and loss accounts, duly certified by auditor along with the auditor's report to be enclosed.</li> </ol>	<p>05 Crores to 10 crores -05 marks More than 10 crores – 10 marks</p>	10
2	<p>The agency should have worked with Indian Railway, it's PSUs or Government rail-based organizations like Metro Rail/High Speed Rail/Semi High Speed Rail etc. as a PR agency in the last 5 years.</p> <p><b>Document:</b> Work order/Completion certificate/Ongoing work from the organization on their letter head to be submitted.</p>	5 marks for each client, maximum 20 marks	20
3	<p>The agency should have worked in Central/State Government/PSUs/BFSI sector other than Indian Railway as a PR agency in the last 5 years.</p> <p><b>Document:</b> Work order/Completion certificate/ongoing work from the organization on their letter head to be submitted.</p>	5 marks for each client, maximum 20 marks	20
4	<p>The bidder should have minimum 5 years' experience in PR.</p> <p><b>Document:</b> Certificate of Incorporation to be submitted.</p>	<p>5-10 years' experience – 5 marks  More than 10 years – 10 marks</p>	10

5	The bidder should have branch offices in different states of India.  <b>Document/s: GST certificate of each state to be attached</b>	For offices: 02 marks for offices in each location maximum upto 10 marks	10
6	The agency should have minimum 20 employees on their payroll.  <b>Document:</b> Self certified list of employees on their letter head to be submitted	Less than 20 – 0 marks 20 – 30 – 5 marks 30 – 40 = 10 marks Above 40 = 15 marks	15
7	Presentation for understanding of IRFC and its way forward.	PR strategy for IRFC – 05 marks Creativity – 05 marks Skills – 05 marks	15

## **10.2 TECHNO-COMMERCIAL EVALUATION**

- Bidders obtaining 70 marks (cut-off) or more would be regarded as technically qualified Bidders for appointment as a PR Agency for IRFC.
- Bidders who qualify in the technical evaluation shall be contacted by IRFC separately. Financial Bids of bidders who qualify in the technical evaluation shall be considered for financial evaluation and only their financial bids shall be opened and evaluated on the date and time communicated to the qualified bidders.
- The financial bid by the bidders shall be in Indian Rupees with no escalation at any stage during or after the completion of the assignment for any reason whatsoever.
- In Financial evaluation the Lowest bid/L1 bid shall be selected and work order shall be issued to such L1 bidder.
- The Agency should not have been black-listed / debarred by any Central / State Government / Public Sector Undertakings / Banks and not involved in any major litigation that may have effect or compromised the delivery of services required during last 5 years. A self – certification on the above to be provided on letter head. However, the IRFC has the right to independently verify the same.
- The agency should have been in existence in India for a minimum period of 5 years with full – fledged Office in Delhi NCR with the state-of-the-art infrastructure and manpower including PR professional team to support timely service for PR activities within the scope of work. Agencies will enclose necessary documents along with application. IRFC shall verify the same. A certificate of incorporation / Partnership Deed etc. to be provided.
- The agency should be/should have been on the panel of at least 3 Govt Organization's/PSUs/Corporates for PR services. The letters of satisfactory services from the clients to be submitted.
- “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts)

means any firm or company registered under the act and law of India. Joint venture and consortium are not permitted.

- The successful bidder shall not be allowed to sub-contract works to any other contractor.

### **10.3 OTHER DETAILS/DOCUMENTS REQUIRED:**

**(To be submitted by PR agencies on their letter heads)**

<b>Sr.</b>	<b>Particulars</b>	<b>Details/Remarks</b>
01.	Name and contact details of Agency's head office	
02.	Contact details of Agency's Mumbai office	
03.	Contact details of Agency's other offices	
04.	Legal status of agencies (Proprietor/Partnership/Private Ltd. /Public Ltd.) Proof to be attached.	
05.	Year of establishment	
06.	Accreditation details	
07.	Name of Managing Director, Directors, top management / key personnel along with designation	
08.	The contact details of officials proposed for handling IRFC account (separate sheet may be enclosed with Bio-data and other details).	
09.	List of clients presently serving. (A comprehensive list of important clients, including those of Govt / PSU / BFSI Segment / MNC / Others).	
10.	List of Railway organization/ metro/NBFCs served in last 3 years	
11.	Details of awards in Public Relations (reputed National/International) - attach copies of certificates.	
12.	Why do you think that you are suitable for award of contract with IRFC	

13.	Infrastructure facility available with the agencies Are you a full-service agency or limited service agency? No. of persons working (separately for different offices) No. of members in PR team If the full-fledged office exists (Details) Language Translation facility Research/Analysis tools Working Days and hours. Any other	
15.	PAN no. (Attach copy)	
16.	GST no. (Attach copy)	
17.	TAN No. (Attach copy)	
18	Principal Banker & their Address	
19	Banker's Cheque/ DD detail for EMD	
20	Any other information that the Agency would like to submit.	If needed, the agency can use separate sheets for explaining these points.

I/we hereby certify that all the particulars given above are correct and true to the best of my/our knowledge.

I/we certify that if selected for award of contract, I/we shall appoint separate teams for any competing clients who are in the same business as IRFC to avoid clash of interests and maintenance of confidentiality.

In case at any stage, it is found that that the information given by me/us is false/incorrect, IRFC shall have the absolute right to take any action as deemed fit/ without any prior intimation to me/us.

**(Signature of the Authorized person)**

**Full name of the Authorized person:**

**Designation:**

**Seal of the firm and date**



## SUBMISSION OF BID

### 11.0 **SUBMISSION OF BID\***

Interested PR agencies may submit the sealed bid in two envelopes as detailed below:

### 11.1 **SEALED ENVELOPE-I**

It will contain the technical bid for award of contract to PR agency duly signed by authorized representative of agency with company seal. This envelope will be super-scribed as “**Tender for Award of Contract to PR Agency – Eligibility Cum Technical Bid**”. The name and address of the agency should be mentioned on each envelope.

The Technical Bid prepared by the agency shall comprise the following components:

- Technical bid as mentioned in Clause 10.1-10.3
- Corporate Profile/brochure of the agency
- Documentary evidence establishing the agency’s eligibility to bid and qualification to perform the contract if the bid is accepted Copy of Article and Memorandum of Association / Partnership deed or Proprietorship deed, if any. In case of Article/Memorandum of Association, the scope of work must indicate ‘Public Relations (PR)’ as business of the firm
- In case of any change in the agency’s status due to Merger or Acquisition etc., Kindly provide the documents to support the statutory positions of the agency
- Certificate of incorporation
- Copy of Service Tax Registration, latest Income Tax Return / PAN Card
- Proof of major/reputed PR Contracts/ activities handled
- An undertaking that the agency, if selected, shall appoint separate teams to handle the competing clients if any, who are in the same business in India as IRFC to avoid clash of interests and maintenance of secrecy.
- Proof of Fee Income for PR activities certified by the Auditor
- Copies of the duly audited balance sheets and profit and loss accounts, duly certified by auditor along with the auditor’s report to be enclosed.
- EMD of Rs. 2.85 Lakhs.

### 11.2 **SEALED ENVELOPE II**

It should contain Commercial Bid as per **Annexure-II** duly signed by authorized representative of agency with company seal and super-scribed as “Tender for Award of Contract to PR agency – Commercial Bid”. Open envelopes or envelopes which are not sealed will not be accepted. Please note that commercials should be strictly in terms of the format enclosed and any deviation will not be accepted.

**\* The requisite documents don’t need to be presented physically but should be uploaded on the portal itself.**

## **12.0 OTHER TERMS AND CONDITIONS**

### **12.1 SUBCONTRACTS**

The Agency as and when required may subcontract the work with prior approval of the IRFC provided the intimation in writing of all collaborations be given to the IRFC. However, such notification shall not relieve the agency from any liability or obligation under the contract. The Agency shall be solely responsible for the performance of sub-contractors appointed by it.

### **12.2 SUBMISSION OF BIDS**

Tender complete in all respects may be submitted in sealed envelope containing technical details as mentioned above in Clause 13.0. The envelope may be clearly marked/super scribed as “**Award of Contract for PR Agency – IRFC 2022**” to Joint General Manager (HR & Admin.) Indian Railway Finance Corporation, Room No.-1338, The Ashok, Diplomatic Enclave, Chanakyapuri, New Delhi-110021,

IRFC shall at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of IRFC and agency previously subject to the deadline will thereafter be subjected to the deadline as extended.

Any bid received by IRFC after the deadline for submission of bids shall be rejected.

### **12.3. MODIFICATION AND WITHDRAWAL OF BIDS**

The Agency may not modify or withdraw its bid after submission.

### **12.4 CLARIFICATION OF BID DOCUMENTS BY AGENCY**

A prospective Agency, requiring any clarification on the Bid Documents shall notify in writing or by mail at IRFC mailing address indicated in the invitation of Bid at least 7 days prior to submission of the tender.

IRFC shall respond in writing or by mail to any request for the Clarification of the Bid Documents, which it receives not later than 2 days prior to the date of submission of the Tenders. Such queries (without identifying the source) will be clarified by IRFC and will be displayed on IRFC’s website.

### **12.5 CLARIFICATION OF BIDS BY IRFC**

To assist in the examination, evaluation and comparison of bids, IRFC may at its discretion ask the Agency for the clarification of its bid. The request for the clarification and the response shall be in writing or by mail. However, no post-bid clarification at the initiative of the Agency shall be entertained.

### **12.6 AMENDMENTS IN DOCUMENTS**

At any time, prior to the date of submission of bids, IRFC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective agency, modify bid documents by amendments.

The amendments shall be notified in IRFC’s website IRFC [www.irfc.co.in](http://www.irfc.co.in) and these amendments will be binding on the Agencies.

In order to afford prospective Agencies a reasonable time to take the amendment into account in preparing their bids, IRFC may, at its discretion, extend the deadline for the submission of bids, suitably.

**12.7 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

IRFC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected agency or agencies on the grounds of IRFC's action.

**12.8 OPENING OF BIDS**

IRFC shall open the Technical Bid (Envelope I) in presence of authorized representatives of the bidder and the Evaluation Committee will study the technical bids. The commercial bid will be opened only for agencies declared eligible and selected after technical evaluation as mentioned in this document. The commercial bid will be opened on a fixed date in the presence of authorized representatives of the bidders and date and time will be intimated to all eligible agencies at least two days in advance.

**12.9 AWARD OF CONTRACT**

1. IRFC shall consider Award of Contract to PR Agency, whose offers have been found technically, commercially and financially acceptable and evaluated as the most suitable. Selected PR Agency will have to enter into an agreement with the IRFC.
2. Preference to MSE Agencies and related evaluation has been detailed out at **Annexure-I** of the tender document.

**12.10 ASSIGNMENTS**

The Agency agrees that it shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including Agency's affiliate without the prior written consent of the RFC.

**12.11 GENERAL CONDITIONS**

- The general condition shall apply in contracts made by the IRFC for availing the services of selected Agency.
- The selected Agency shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery / performance of the services from time to time.
- The Agency shall indemnify IRFC against any third-party claims of infringement of patent, copyright, trademark or industrial design, intellectual property rights arising from use of any design/model if any under the scope of contract including all legal and court costs and expenses, court awarded damages/compensation, out of pocket expenses etc. incurred by IRFC.
- The selected Agency at its own cost will defend or settle any claim against IRFC to the effect that the selected Agency infringed any Intellectual Property Rights, trade mark, copy right etc. of any person (including third party).
- In the event of any actions being contemplated or instituted against the IRFC, for alleged infringement of any intellectual property right or other statutory or common law rights, the IRFC reserves the right to cancel immediately its contract or part thereof yet to be undertaken and the Agency shall compensate / repay the IRFC any of the commission already paid to the Agency or any other loss that might be incurred by the IRFC.
- IRFC through its authorized officers shall have right to inspect the services regarding conduct of PR services for the IRFC. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the Agency.
- IRFC reserves the right to blacklist an Agency for a suitable period in case the Agency fails to honor its bid without sufficient grounds and circulate its names to CPSEs, RBI and PSBs.
- The selected Agency shall ensure secrecy of PR related brief, other data which is shared, its

findings & recommendations etc.

- It shall be obligatory on the part of Agency to share the sources of secondary data, primary data, IRFC interviews/questionnaires etc. and any other items, which are not proprietary property of the Agency.
- Nonrefundable Cost of RFP shall be Rs. 1000/- (Rupees One Thousand Only) payable by Demand Draft or Pay Order favoring "Indian Railway Finance Corporation " payable at New Delhi is to be submitted separately along with the application Form.
- The selected Agency shall not use the name of the IRFC or its logo to promote their business without prior permission from IRFC.

#### **12.12 EARNEST MONEY DEPOSIT (EMD)**

The Earnest Money Deposit (EMD) for the application related to award of contract to PR Agency shall be Rs. 2,85,000/- (Rupees Two Lakhs and Eighty-Five Thousand Only) payable by Demand Draft or Pay Order favoring Indian Railway Finance Corporation " payable at New Delhi is to be submitted along with the application Form and is refundable only on the non- acceptance of the offer. Application submitted without EMD will not be entertained.

Non-submission of EMD in the format prescribed in RFP will lead to outright rejection of the offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

The amount of EMD would be forfeited in the following scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
  - b. In case of the successful bidder, if the bidder fails:
    - I. Refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
    - II. To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
    - III. To comply with any other condition precedent to signing the contract specified in the solicitation documents.
- **Unsuccessful Vendors** - Bid security money deposit or bank guarantee will be returned by the IRFC within three months from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Vendors.
  - **Successful Vendor** – Bid security money deposit or bank guarantee will be discharged upon the vendor furnishing the performance Bank guarantee. The Bid security Money of the successful vendor may be forfeited or the bank guarantee in lieu of Bid security money may be invoked by the IRFC if the successful vendor fails to furnish performance Bank guarantee within 30 days from the date of IRFC placing the order for any reason whatsoever and / or the vendor refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.
  - Exemption from submission of EMD and tender cost shall be given to bidders, who are Micro and Small Enterprises (MSE) and they are exempted from giving EMD may give Bid Security declaration (**Annexure –IV**) in place of EMD. The bidder who are MSE has to submit necessary document issued by NSIC and the bidder who are startups has to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents. MSE/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

### **12.13 PERFORMANCE BANK GUARANTEE**

The selected bidder has to furnish a Performance Bank Guarantee of 5% (**Format as per Annexure VI**) of the total contract value (total contract value denotes the total consideration projected by the selected bidder in the financial proposal in response to this RFP Document to be issued by any reputed Scheduled Commercial Bank in India in favor of the firm. The Guarantee shall be valid for the timeframe/ tenure of appointment for which the selected bidder has been selected and 3 months thereafter.

In case of extension of contract, the successful bidder has to extend the Bank Guarantee for the extended period (exceeding three months of the contract) as per stipulation in the Service Level Agreement.

In case bidder fails to perform the contract, or violate any terms and conditions the IRFC shall invoke the Bank Performance Guarantee to recover penalty/ liquidated damages.

### **12.14 VALIDITY PERIOD**

RFP Responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the last date of submission of responses.

The IRFC shall have the right at its sole and absolute discretion to continue the assignment with the Applicant/s for future requirement on the rates finalized in this processing for various items/activities as described in the Price Bid (to be submitted after appointment), or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, the IRFC may solicit the Applicant/s consent to an extension of period of validity.

### **12.15 NOTICES AND OTHER COMMUNICATION**

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

### **12.16 FORCE MAJEURE**

The selected applicant shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Work Order/ Agreement is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the either party to the Work Order/ Agreement and not involving the selected applicant's

fault or negligence and not foreseeable. Such events may include, but are not restricted to events such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the Work Order/ Agreement.

If a Force Majeure situation arises, the applicant shall promptly notify the IRFC in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the IRFC in writing, the Applicant shall continue to perform the obligations under the Work Order/ Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **12.17 ASSIGNMENT**

The selected Bidder agrees that the bidder shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including the firm's affiliate without the prior written consent of the IRFC.

If the IRFC undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums/ Corrigendum published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the selected Bidder under this RFP.

#### **12.18 WAIVER**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

#### **12.19 SOLICITATION OF EMPLOYEES**

The selected Bidder during the term of the contract shall not without the express written consent of the IRFC, directly or indirectly:

- a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the IRFC in rendering services in relation to the contract; or
- b) induce any person who shall have been an employee or associate of the IRFC at any time to terminate his/ her relationship with the IRFC.

#### **12.20 COMPLIANCE WITH LAWS**

The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the IRFC about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the IRFC and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its

part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting IRFC's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the selected Bidder.

The selected Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the IRFC and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the IRFC will give notice of any such claim or demand of liability within reasonable time to the selected Bidder.

The selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

#### **12.21 CORRUPT AND FRAUDULENT PRACTICES**

As per the Government directives, it is required that selected Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official 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 contract to the detriment of the IRFC and includes collusive practice among applicants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the IRFC of the benefits of free and open competition.
- The IRFC reserves the right to reject a proposal for award if it determines that the selected Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- The IRFC reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the IRFC's discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### **12.22 VIOLATION OF TERMS**

The IRFC shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the IRFC may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### **12.23 AUTHORIZED SIGNATORY**

The Applicant shall indicate the authorized signatories who can discuss and correspond with the IRFC, with regard to the obligations under the Work Order. The Applicant shall submit at the time of signing the Work Order, a certified copy of the resolution of their Board, authenticated by the Company Secretary/Director, authorizing an official or officials of the Company or a Power of Attorney copy to discuss, sign agreements/ Work Order with the IRFC. The applicant shall furnish proof of signature identification for above purposes as required by the IRFC.

### **12.24 AUDIT/ INSPECTION FOR REPORTS**

IRFC reserves the right to conduct an audit/ ongoing audit of the services provided by the Bidder. The Bidder should allow the Reserve Bank of India (RBI) or persons authorized by it or any audit agency/personnel identified by the IRFC to access the IRFC's documents, records or transaction or any other information given to, stored or processed by the Bidder within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by the RBI/IRFC.

The Bidder should allow them to conduct audits or inspection of its books and account with regard to the IRFC by one or more officials or employees or other persons duly authorized by IRFC.

IRFC would undertake to carry out security audit, vulnerability assessment, usability audit etc. by in - house team, third party independent auditors or reputed management Knowledge Partner at specified intervals with prior information to the successful Bidder. The Bidder is required to provide unconditional and complete support to carry out the audit and arrange for rectification/updation of the findings at no cost to the IRFC.

The external and internal auditors of the IRFC will be given right to review internal controls of the Bidder. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity/internal controls of the system and/or solution offered to the IRFC.

### **12.25 IRFC RESERVES THE RIGHT TO:**

- a) Reject any and all responses received in response to the RFP
- b) Waive or change any formalities, irregularities or inconsistencies in proposal format delivery
- c) Extend the time for submission of all proposals
- d) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- e) Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- f) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- g) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- h) Change the time schedule of the RFP for inviting the bids or evaluation thereof
- i) Modify the requirements or any specifications related to eligibility or technicalities.
- j) No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. IRFC has full rights to reissue the tender / bid for any reasons felt necessary by the IRFC. The IRFC's decision in this regard shall be final, conclusive and binding upon the Bidder.

### **12.26 NO LIABILITY**



All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall IRFC be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

IRFC shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third-party software or modules supplied by the Service Provider as part of this Agreement.

Under no circumstances IRFC shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if IRFC has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

#### **12.27 SUBSTITUTION OF PROJECT TEAM MEMBERS**

The bid should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the RFC by providing alternate staff of same level of qualifications and expertise.

If the IRFC is not satisfied with the substitution, the IRFC reserves the right to terminate the contract and recover whatever payments made by the IRFC during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. The IRFC reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the IRFC) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

#### **12.28 DISCLAIMER**

This tender/ RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the IRFC and any successful vendor as identified by the IRFC, after completion of the selection process as detailed in this document.

Subject to any law to the contrary, and to the maximum extent permitted by law, IRFC and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this tender document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification

or misrepresentation on the part of IRFC or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

#### **12.29 INDEMNITY**

The selected applicant shall indemnify the IRFC, and shall always keep indemnified and hold the IRFC, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, damages, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the IRFC as a result of:

- The IRFC's authorized/ bona fide use of the Deliverables and /or the Services provided by the selected Bidder under this RFP; and/or
- An act or omission of the selected Bidder its employees, agents, sub contractors etc, in performance of the obligations under this RFP; and/or
- Claims made by employees or employees of sub contractors who are deployed by the selected Bidder, against the IRFC; and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Bidder to its employees
- Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the selected Bidder under this RFP; and/or
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- Breach of confidentiality obligations of the selected Bidder contained in this RFP; and/or
- Negligence or misconduct attributable to the selected Bidder or its employees. Indemnity would cover damages, loss or liabilities suffered by the IRFC arising out of claims made regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the selected Bidder.

In the event of successful bidder does not fulfill its obligations under this clause within the period specified in the notice issued by the IRFC, IRFC has the right to recover the amounts due to it under this provision from any amount payable to the vendor under this assignment.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

#### **12.30 EXECUTION OF A SERVICE-LEVEL AGREEMENT/NON-DISCLOSURE AGREEMENT**

The successful Applicant shall execute (a) a Service Level Agreement (SLA)/Memorandum of Understanding (MOU), or Agreement, as the case may be which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the IRFC; and (b) Non-Disclosure Agreement (NDA). The costs and expenditure should be borne by the Applicant. The Applicant shall execute the prescribed agreement within one month from the date of acceptance of Letter of Appointment. The Agreement/ Work Order shall be executed by the authorized signatory of the successful Applicant.

#### **12.31 COST BORNE BY RECIPIENTS**

All cost and expenses (whether in terms of time or money) incurred by recipients in any way associated

with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussion etc. and providing any additional information required by the IRFC will be borne entirely and exclusively by the recipient.

**12.32 NO LEGAL RELATIONSHIP**

No binding legal relationship will exist between any of the recipients and the IRFC until execution of a contractual agreement to full satisfaction of the IRFC.

**12.33 RECIPIENT OBLIGATION TO INFORM ITSELF**

The recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the tender document and the meaning and impact of that information.

**12.34 EVALUATION OF OFFERS**

Each recipient acknowledges and accepts that the IRFC may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the award of contract for PR Agency, not limited to those selection criteria set out in this tender document.

The issuance of tender document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a recipient. The recipient unconditionally acknowledges by submitting its response to this tender document that it has not relied on any idea, information, statement, representation, or warranty given in this tender document.

**12.35 ERRORS AND OMISSIONS**

Each recipient should notify the IRFC of any error, fault, omission, or discrepancy found in this tender document, but not later than five business days prior to the due date for lodgment of Response to tender.

**12.36 ACCEPTANCE OF TERMS**

A recipient will, by responding to the IRFC's tender document, be deemed to have accepted the terms as stated in this document.

## **CONFIDENTIALITY**

### **13.0 CONFIDENTIALITY**

**13.0.1** This tender document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The IRFC may update or revise the tender document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same obligation of confidentiality.

#### **13.1.2**

- a. All IRFC product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the selected bidder or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the selected bidder irrevocably agrees and undertakes and ensures that the selected bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of IRFC nor shall use or allow to be used any information other than as may be necessary for the due performance by the selected bidder of its obligations hereunder.
- b. The selected bidder shall not make or retain any copies or record of any Confidential Information submitted by IRFC other than as may be required for the performance of the selected bidder obligation under this Agreement. The selected bidder shall notify IRFC promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- c. The selected bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable, the selected bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by selected bidder or its affiliates.
- d. The selected bidder shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries and these requirements have been fully complied with.
- e. The selected bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by IRFC under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing any of its obligations under this Agreement.
- f. It shall be the incumbent duty of the selected bidder to undertake not to disclose any business related information of IRFC to any third person and the selected bidder shall keep all knowledge of the business activities and affairs of IRFC strictly confidential and also to ensure that neither the selected bidder nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of IRFC.
- g. However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
  - Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
  - Prior to the disclosure by IRFC was known to or in the possession of the selected bidder at the time of disclosure; was disclosed or parted with the prior consent of IRFC;
  - Was acquired by the selected bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from IRFC.
- h. The selected bidder agrees to take all necessary action to protect the Confidential Information

against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit. Notwithstanding above IRFC shall take all the reasonable care to protect all the confidential information of consultant while performing of the services.

- i. The provisions of this Clause shall survive the termination of contractual agreement

#### **14.0 CONTACTING IRFC**

No Agency shall try to influence IRFC on any matter relating to their bid, from the time of the bid opening till the time the contract is awarded. Any effort by an Agency to influence IRFC in bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

#### **15.0 DISPUTE RESOLUTION**

The IRFC and the vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective managers / directors of the IRFC and the Agency, any disagreement or dispute arising between them under or in connection with the contract.

If the IRFC manager / and vendor project manager / director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Agency and IRFC respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Agency and IRFC, the IRFC and the Agency have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Seat of Arbitration will be at New Delhi. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

#### **16.0 GOVERNING LAW**

This document and services hereunder shall be governed by and construed and enforced in accordance with the Laws of India and only the courts in New Delhi shall have exclusive jurisdiction for any dispute arising out of as in relation to this tender.

**PREFERENCE TO PURCHASE FROM MSEs**

1. Purchaser reserves the right for providing preference to SSI/NSIC/MSME Industries in terms of “Public Procurement Policy for Micro and Small Enterprises (SMEs) Order 2012”. Purchase preference for these SMEs will operate as follows:

(a) This Public Procurement policy shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

(b) 1) If the L – 1 Agency is MSE vendor, then complete order will be awarded to this agency only.

2) In this tender participating MSEs who quote within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise will be allowed to supply up to 20% of total tendered value. 20% of this 20% MSE tendered value (i.e. 4%) will be allowed to be supplied by SC/ST entrepreneur if they ready to match the L-1 price.

3) In case of more than one such MSEs, the supply shall be shared proportionately (to tendered qty.).

4) In case none of the MSEs qualified in above, complete order will be placed on L-1 agency.

2. Above preferences shall be applicable to only those vendors, whose SSI/NSIC/MSME certificate contains the services as listed in this tender.

**PARTICULARS FOR AWARD OF CONTRACT TO PUBLIC RELATIONS (PR) AGENCY –  
COMMERCIAL BID**

(To be submitted by PR agencies on their letter heads)

To,  
Joint General Manager (HR & Admin.)  
Indian Railway Finance Corporation  
Room No. – 1338, The Ashok  
Diplomatic Enclave, Chanakyapuri, New Delhi 110 021

Dear Sir/Madam,

We hereby submit our Commercial Bid for award of contract to PR agency of IRFC as per proposal reference no. **IRFC / AWARD OF CONTRACT TO PR AGENCY/ TENDER / 2022-2023/ \_\_Dt .07.2022.** We unconditionally agree to abide by the Terms & Conditions specified therein.

<b>Sr.</b>	<b>Particulars</b>	<b>Details/Remarks / Charges</b>
01.	Name and contact details of Agency's head office.	
02.	Contact details of person authorized to make commitments to the IRFC	
03.	Monthly Retainership Fees (Rs) for PR and Digital PR activities as per Scope of Work mentioned under 3.0	
	<b>Total (Rs)</b>	

I/we hereby certify that all the particulars given above are correct and true to the best of my/our knowledge.

I/we certify that if appointed for award of contract for PR agency, I/we shall appoint separate teams for any competing clients who are in the same business as IRFC to avoid clash of interests and maintenance of confidentiality.

In case at any stage, it is found that that the information given by me/us is false/incorrect, IRFC shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

**(Signature of the Authorized person)** \_\_\_\_\_  
**Full name of the Authorized person:** \_\_\_\_\_  
**Designation:** \_\_\_\_\_

**Seal of the firm and date**

**(On letterhead of the Agency duly stamped and signed)**

Date:

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that M/s\_\_\_\_\_ is our selected PR agency for more than\_\_\_\_\_ Years.

The performance of the agency is satisfactory during their tenure with us.

(AUTHORISED SIGNATORY)

NAME:

DESIGNATION



**BID SECURITY DECLARATION FORM**

Date: .....

RFP/Tender No .....

To (*Insert complete name and address of the purchaser*)

1. I/We, the undersigned, declare that M/s..... is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

OR

- 2A. As per the tender / RFP no: .....floated for ..... at para no ..... a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).
3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of -----  
----- *or the time specified in the tender documents* from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We,
  - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
  - b) having been notified the acceptance of our Bid by the purchaser during the period of bid validity
    - (i) fail or reuse to execute the contract, if required, or
    - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
5. I/We declare that I am the authorized person of .....to make the declaration for and on behalf of Letter of Authority for executing declaration is enclosed

Signature of Authorized Person: \_\_\_\_\_

Designation: \_\_\_\_\_

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)

**Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 issued by Ministry of finance department of expenditure**

*(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)*

**To,  
Joint General Manager (HR & Admin.)  
Indian Railway Finance Corporation  
Room No. – 1338, The Ashok  
Diplomatic Enclave, Chanakyapuri, New Delhi 110 021**

Sir,

We, M/s \_\_\_\_\_ are a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at -----  
----- (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFP and in this connection, we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23<sup>rd</sup> July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

**Please strike off whichever is not applicable**

1. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is not from such a country.”
2. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is from such a country. I hereby certify that \_\_\_\_\_ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

Further In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of IRFC.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder

of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub- contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

3. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, IRFC shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. IRFC shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the IRFC on account of the above.

4. This declaration cum undertaking is executed by us through our Authorized signatory/ies after. having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this.....by 20

Yours faithfully,

Authorized Signatory Name:

Designation:

Vendor’s Corporate Name Address

Email and Phone #

List of documents enclosed:

- 1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
- 2. ....
- 3. ....
- 4. ....

**PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE**  
**(To Be Stamped In Accordance With Stamp Act)**

(Reference Clause of Contract)

(The non-judicial stamp paper should be in the name of issuing bank)

Ref. No \_\_\_\_\_

Bank Guarantee No \_\_\_\_\_

Date \_\_\_\_\_

To,  
Indian Railway Finance Corporation Ltd.  
No.-1338, The Ashok,  
Diplomatic Enclave,  
Chanakyapuri,  
New Delhi – 110 021.

Dear Sirs,

In consideration of the Indian Railway Finance Corporation Ltd. (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head Office at.....(hereinafter referred to as the Agency / Firm which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) a Contract by issue of Owner's Letter of Award No..... dated.....and the same having been unequivocally accepted by the Agency / Firm resulting into a contract valued at..... for.....(Scope of Contract) and the Agency / Firm having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract, equivalent to..... % (Per cent) of the said value of the contract including GST to the Owner. We..... (name and address), having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Agency / Firm to the extent of .....as aforesaid at any time up to.....(Days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Agency / Firm.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Agency / Firm or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Agency / Firm. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any Powers vested in them or of any right which they might have against the Agency / Firm, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any

covenants, contained or implied, in the Contract between the Owner and the Agency / Firm or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency / Firm and notwithstanding any security or other guarantee that the Owner may have in relation to the Agency / Firm's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to.....and it shall remain in force up to and including.....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.....whose behalf this guarantee has been given.

Dated this Day of (Year) at .....

Witness

1

(Authorized Signatories of the Bank)

(Signature)..... (Signature).....  
(Name)..... (Name).....

(Official address)..... (Designation with Bank Stamp ) Attorney as per Power No.....

Power of Attorney No.....Date.....

2.

(Signature).....  
(Name).....  
(Official address).....

- Note: 1. This sum shall be Three percent (3%) of the total lump-sum Contract Price\_
- 2. The date shall be 90 days after the end of one year .
- 3. The stamp paper of appropriate value shall be in the name of Bank issuing the guarantee.