



**“Suggestions are invited from stakeholders in railway transport activities (Freight terminal operators, Train Operators, transport experts, Govt. Transport Officials, Financial Institutions, Transport Consultants, Transport Academicians etc) for shaping this RFP bid document (model) by DFCCIL Suggestions expected within 10 days through email in following email IDs:**

[biplavkumar@dfcc.co.in](mailto:biplavkumar@dfcc.co.in)

cc: [nsbisht@dfcc.co.in](mailto:nsbisht@dfcc.co.in)”

Draft Model RFP  
DEVELOPMENT OF LOGISTICS PARKS / FREIGHT  
TERMINALS / PARCEL TERMINALS ALONG THE DFC  
ALIGNMENT IN PARTICIPATIVE MODEL

**E- Limited Tender**

MODEL REQUEST FOR PROPOSAL

DOCUMENT

ISSUED BY:

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED,  
5<sup>TH</sup> FLOOR, PRAGATI MAIDAN METRO STATION COMPLEX,  
NEW DELHI 110 001  
INDIA

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## **Disclaimer**

1. Though adequate care has been taken in the preparation of this RFP Document, the Participant/s should satisfy itself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in Section 4.7 it shall be deemed that the RFP Document is complete in all respects and Participant/s is/are satisfied that the RFP Document is complete in all respects.
2. Neither DFCCIL, MOR nor their employees or contractors/participants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP Document and it is not possible for DFCCIL to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Certain prospective Participant may have a better knowledge of the Assignment than others. Each prospective Participant/s should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP Document and obtain independent advice from appropriate sources.
3. Neither DFCCIL, MOR nor their employees nor their contractors/participants will have any liability to any prospective participant/s or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP Document, any matter deemed to form part of this RFP Document, the award of the Assignment, the information and any other information supplied by or on behalf of DFCCIL or their employees, any contractors/participants or otherwise arising in any way from the selection process for the Assignment.
4. DFCCIL reserves the right to reject any or all of the Applications submitted in response to this RFP Document at any stage without assigning any reasons whatsoever. DFCCIL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
5. DFCCIL reserves the right to change/ modify/amend any or all of the provisions of this RFP Document. Such changes shall be notified to all Applicants by DFCCIL.

## SECTION -1

### Letter of Invitation

No. HQ/OP&BD/XXX/X/2020

DD/MMM/YYYY

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Dear Sir/Madam

Sub.: - Development of Logistics Parks / Freight Terminals / Parcel Terminals along the DFC alignment on participative model

In response to Notice of Request for Proposal published in website <https://www.ireps.gov.in/> and NIT in DFCCIL website <http://www.dfccil.com> .

1. A Copy of the RFP document in one volume is enclosed herewith.
2. The RFP document include the following documents:

i	Section - 1	Letter of Invitation
ii	Section - 2	Information to applicants
iii	Section - 3	Scope of Work
iv	Section - 4	Instructions to applicant
v	Section - 5	Evaluation of technical and financial proposals
vi	Section - 6	Conditions of Contract
vii	Section - 7	Settlement of dispute
viii	Section - 8	Instructions to Bidder for e-Tendering
ix	Section - 9	Format of technical proposal
x	Section - 10	Financial Proposal
Xi	Section – 11	ECS – Form
xii	Section - 12	Forms (I,II,III,IV)
	Form I	Undertaking Forms
	Form II	Declaration of eligibility
	Form III	Declaration for Labour Law Compliance
	Form IV	Pre-Contract Integrity Pact

Yours faithfully

Encl.:- RFP Document.

**Director (OP&BD)**  
**DFCCIL, New Delhi**

## SECTION - 2

### INFORMATION TO APPLICANTS

Dedicated Freight Corridor Corporation of India Limited  
(A Government of India Enterprise)

### REQUEST FOR PROPOSALS

1. Dedicated Freight Corridor Corporation of India Limited (DFCCIL) invites online e-Limited Tender on single stage two packet systems, from experienced and reputed firms for **“Development of Logistics Parks / Freight Terminals / Parcel Terminals along the DFC alignment on participative model”**.
2. The Scope of Work is provided in Section 3. Applicants are invited to submit their technical and financial proposals, in response to this Request for Proposal (RFP) Document issued by DFCCIL.
3. RFP Documents: No Proposal document cost will be submitted by the applicant. The interested participants may obtain further information regarding the ‘Request for Proposal Documents (RFP)’ between 10:00 hrs and 17:00 hrs on all working days from DD/MM/YYYY to DD/MM/YYYY in person from the DFCCIL office at the address given in paragraph 13 below or through email.
4. Bidding document can be submitted online on website - <https://www.ireps.gov.in/>. The bids can be submitted online only. Cost of Bid Security will be submitted online and acknowledgment of transaction will be attached with technical proposal, failing which the offer will be summarily rejected.
5. BID Security: Bid Security of Rs.30,00,000/- (Rupees thirty lakh only) through must be submitted as mentioned above.
6. Receipt of Proposals: Tenderer(s) must ensure to complete the tender submission process in time as <https://www.ireps.gov.in> will stop accepting any Online Tender after Tender Closing Due Date & Time (15:00 Hrs. of DD/MM/YYYY). BIDs will be opened on the same day at 15:30 hrs in presence of applicant representatives who choose to attend. For this an authority letter of the firm is required. DFCCIL will not be responsible for any delay in receiving the RFP documents by the applicant or in receipt of their proposals. DFCCIL reserves the right to accept/reject any or all proposals without assigning any reason thereof.  
Tenderers are advised to complete all submission related work well before Time and Date for Submission of Tender Online. Any request for modification in the time/date of submission of tender due to tenderer’s failure to submit his offer, will not be accepted.  
<https://www.ireps.gov.in/> is the only website for submission of tender. ‘Vender Manual’ containing the detailed guidelines for E-Tendering is available on <https://www.ireps.gov.in/>.

7. **Proposals will be accepted electronically only.**
8. In the event of the specified date for the offline submission being declared a holiday for the Client, the same will be received up to the specified time on the next working day.
9. At any time prior to the deadline for submission of bid, the Client may amend the Tender Document by issuing corrigendum/addendum which shall be notified on DFCCIL website [www.dfccil.com](http://www.dfccil.com), [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app), and <https://www.ireps.gov.in/>. Therefore, the bidders are advised to visit these sites regularly before deadline for submission of bids.
10. Each bidder must produce:
  - A declaration that the information furnished with the bid documents is correct in all respects; and,
  - Such other certificates as defined in the RFP, failure to produce the certificates shall make the bid non-responsive.
11. The firms will be selected based on fulfilling the eligibility criteria detailed in the RFP document along with Quality and Cost Based Selection (QCBS) System. In the overall evaluation of the proposal technical score will be assigned 70% Weightage and the financial score a Weightage of 30%.
12. For implementation of Integrity Pact in DFCCIL “Pre-Contract Integrity Pact” will be signed between DFCCIL and Contractor/firm. Format of “Pre-Contract Integrity Pact” is enclosed with RFP as Annexure-I.
13. Address for Communication:  
Mr Biplav Kumar  
Group General Manager (Business Development),  
Dedicated Freight Corridor Corporation of India Limited,  
Room no.400, 4th Floor, Pragati Maidan Metro Station Complex,  
New Delhi - 110 001 India  
Phone: +91-11-23454960, Fax: +91-11-23454701

**Group General Manager (Business Development),  
Dedicated Freight Corridor Corporation of India Limited,**

## SECTION - 3

### SCOPE OF WORK

#### 3.1 Information and Background

- 3.1.1 The Indian Railways (IR) network spreads over 67000 route km and handles more than 1200 million tonnes of freight traffic annually. The volume of freight is poised to increase owing to the significant growth in traffic potential related to industrial production and GDP. Rail service is delivered by Zonal Railways that control the Divisions, which are the main functional units of Indian Railways.
- 3.1.2 Railway lines forming the “golden quadrilateral” connect the four metropolitan cities of Delhi, Mumbai, Chennai and Kolkata. These lines comprise only 16% of route length, but move more than 58% of total freight traffic transported by IR. In 2006, Government of India (GOI) established the Dedicated Freight Corridor Corporation of India (DFCCIL) under the Companies Act of 1956, as a Special Purpose Vehicle, wholly owned by Ministry of Railways (MOR). DFCCIL has been mandated to build and operate Dedicated Freight Corridors (Eastern and Western Corridors). The DFC will offer improved freight capability, higher axle load, 100 kmph speed, and absence of delays due to passenger train priorities or inadequate track capacity. The DFC will provide a quantum increase in rail transport capacity for meeting the rapidly growing freight transport demand of the country and help increasing the modal share of Railways in India.
- 3.1.3 Two dedicated freight corridors are presently under construction: the Eastern Corridor (EDFC) extends from Sahnewal to Dankuni, and the Western Corridor (WDFC) extends from Dadri to Jawaharlal Nehru Port Terminals near Mumbai with total 3360 route km. Excluding PPP section (New Dankuni – New Son nagar on EDFC) the total route km will be 2822km. Most of the conventional traffic on DFC will originate and/or terminate at stations located on the IR network or production/consumption centres outside DFCs. However, DFCCIL intends to further boost this traffic and attract additional traffic to originate from and terminate at new terminals on DFC system to be developed through private investment in land/infrastructure/facilitation etc.

#### 3.2 Objective & list of locations

As a part of its efforts to build connectivity infrastructure and cargo handling business centers, DFCCIL has envisaged to establish a few Logistics Parks / Freight Terminals / Parcel Terminals along the DFC corridors which can provide the required infrastructure to handle various categories of cargo which can potentially come to DFCs.

3.2.1. In response to EOI, participants expressed their interest in some locations (listed at ——) out of the following 37 locations identified by DFCCIL for development of Freight Terminal/Logistic Parks/Parcel Terminal:

Sr. No	Freight terminal	Location (nearby IR station)	Commodities (tentative)
1	New Kharbao	Kharbao, CSTM, CR	Automobiles, White Goods, Ceramics, chemicals, fertilizer
2	New Palanpur	Palanpur, ADI, WR	Container aggregation, double stacking
3	New Mehsana	Mehsana, ADI, WR	Clinker, Exim containers
4	New Sanand North	Sanand, ADI, WR	Mixed traffic, Domestic containers
5	New Saradhana	Saradhana, AII, NWR	Marble, Foodgrain
6	New Kishangarh	Kishangarh, JP, NWR	Marble
7	New Ateli	Ateli, JP, NWR	Container
8	New Rewari	Rewari, JP, NWR	Automobiles, EXIM, Foodgrain
9	New Khurja	Khurja, ALD, NCR	pottery items, Construction equipment, Foodgrain
10	New Prithala	Prithala, DLI, NR	Container, Automobile
11	New Dukheri	Dukheri, UMB, NR	Food grains
12	New Chawapail	Chawapail, UMB, NR	Cement, ceramics, chemicals, fruits and vegetables, fertilizer, EXIM
13	New JNPT	JNPT, CSTM, CR	Container, Cement, Ceramics, Chemicals, POL, Salt
14	New Makarpura	Makarpura, BRC, WR	Container
15	New Gothangam	Gothangam, BRC, WR	Fertilizer, Contd., Gypsum & Iron & Steel
16	New Karchana	Karchana, ALD, NCR	Cement, Clinker
17	New Daud Khan	Daud Khan, ALD, NCR	Cement, iron sheet, Fertiliser
18	New Sonnagar	Sonnagar, MGS, ECR	Finished steel
19	New Phulera	Phulera, JP, NWR	Container



20	New Tundla	Tundla, ALD, NCR	Cement, Iron sheet, Leather, bangles, glass items, Foodgrain
21	New Mirzapur	Mirzapur, ALD, NCR	Foodgrains
22	New Meerut	Meerut, DLI, NR	Cement, Finished steel
23	New Shambhu	Shambhu, UMB, NR	Foodgrains
24	New Rafiganj	Rafiganj, MGS, ECR	Container, cement, steel, fertiliser, foodgrain
25	New Paharpur	Paharpur, DHN, ECR	Container, cement, steel, fertiliser, foodgrain
26	New Koderma	Koderma, DHN, ECR	Iron and Steel
27	New Hirodih	Hirodih, DHN, ECR	Container, cement, steel, fertiliser, foodgrain
28	New Gomoh	Gomoh, DHN, ECR	Container, cement, steel, fertiliser, foodgrain
29	New Pradhan Khunta	Pradhan Khunta, DHN, ECR	Container, cement, steel, fertiliser, foodgrain
30	New Mugma	Mugma, ASN, ER	Container, cement, steel, fertiliser, foodgrain
31	New Kalipahari	Kalipahari, ASN, ER	Container, cement, steel, fertiliser, foodgrain
32	New Dankuni	Dankuni, HWH, ER	Container, cement, steel
33	New Khana	Khana, HWH, ER	Container, cement, steel, fertiliser, foodgrain
34	New Saraibanjara	Saraibanjara, UMB, NR	Mixed, Coal inwards.
35	New Jagadari workshop	Jagadari WS, UMB, NR	Container, foodgrains, fertilizers, cement
36	New Marwar	Marwar, AIL, NWR	Container, mineral, fertilizer, salt, cement, Iron steel and foodgrains
37	New Nilje	Nilje, CSTM, CR	Household Appliances, Hi-Tech, Parcel/E-Commerce and Automobile

3.2.2 Google Map Coordinates and Concept layout plan of above listed locations is enclosed.

3.2.3. As per received EOIs, following participative models are included in the proposal:

3.2.4. There are two categories regarding land for development of terminals. One category where DFC land is available and in other case, terminal to be developed on private land. The successful bidder shall pay 6% of the market value of the land as land license fee where the freight terminal is developed on DFC land. In this case terminal charge (cap fixed by DFC) will be given to the licensee. In financial bid highest score will go to the lowest bid value as Terminal Charge below the fixed upper cap. If the freight terminal is developed partly on DFC land and partly on private land adjacent to DFC loop line, the private land will be transferred to DFC after 30 years (plus extension of license, if any).

The quoted amount as DFC share will be valid till 31.03.2021. After that, whenever there is increase in terminal charges (with the consent of DFCCIL) by the applicant/firm, the share of DFCCIL will also be increased proportionately.

3.2.5. Information about locations with land availability

3.2.6. Information about locations without land availability

## **SECTION-4**

### **INSTRUCTIONS TO APPLICANT**

#### **4.1. GENERAL**

- i. DFCCIL invites Lump Sum Tenders for Development of Logistics Parks / Freight Terminals / Parcel Terminals along the DFC alignment on participative model for the Scope of Services brought out in Section 4.
- ii. The selection is based on Quality and Cost Based Selection (QCBS) method and further details on the evaluation process are specified in Section 5.
- iii. The Applicants are invited to submit their Technical and Financial Proposals, as specified in para 4.11 for providing the information. The proposal shall be the basis for award of contract. Please refer to the subsequent sections for further details. If the financial proposal is indicated in a technical proposal the offer would be summarily rejected.
- iv. In preparing their Proposals, Applicants are expected to examine in detail the documents comprising this RFP Document. Material deficiencies in providing the information requested may result in rejection of an applicant.
- v. The Applicants are requested to submit the proposal and all their correspondence in English.
- vi. DFCCIL reserves the right not to select any or all of the applicant(s) without assigning any reason whatsoever.

**4.2. Bidding:** This tender is for development of MMLPs, Freight Terminals etc on (i) DFC land and (ii) investors land. The tender will be decided based on Technical bid and Financial bid during the RFP stage. Financial bid will be considered of applicants who qualify in Technical bid and then the highest combined scorer of technical and financial bid will be the successful bidder to be offered the work. The selection and eligibility criteria are given in Section 5.

#### **4.3. BID SECURITY**

- i. A security deposit, the sum of Rs.30,00,000/- (Rupees thirty lakh only) will be required to be submitted by each Applicant through online.
- ii. Bids received without the appropriate Bid Security shall be summarily rejected.
- iii. Receipt of Bid security transaction shall also be uploaded to the e-tendering website within the period of bid submission.
- iv. DFCCIL shall not be liable to pay any interest on bid security deposits. Bid security of unsuccessful applicants will be returned, without any interest, as promptly as possible on acceptance of the proposal of the successful applicant or when the selection process is cancelled by DFCCIL.
- v. DFCCIL shall be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to DFCCIL in regard to the RFP without prejudice to DFCCIL's any other right or remedy under the following conditions:
  - a. If any applicant withdraws its proposal during the period of its validity as Specified in this RFP and as extended by the applicant from time to time, or
  - b. In the case of a successful applicant, if the applicant fails to sign the agreement within the specified time limit, and/or fails to submit the inception report within the specified time, or
  - c. If the applicant commits any breach of terms of this RFP or is found to have made a false representation to DFCCIL.
- vi. Security Deposit of the successful bidder shall be retained by DFCCIL and will be returned on submission of Operation Certificate of the terminal. Bid Security of unsuccessful bidder will be returned after signing of the contract for particular location.

#### **4.6 PROPOSAL VALIDITY**

The Proposal shall remain valid for acceptance by DFCCIL for a period of 120 days from the **last date of submission of proposals** as specified in section 4.9. In case of need DFCCIL may request the Applicants to extend the period of validity of their proposals on the same terms and conditions.

#### **4.7 ENQUIRIES & CLARIFICATIONS**

The Applicants can also submit their queries in writing to the designated officials of DFCCIL **before 17.00 hrs of -dd / mmm / yyyy.**

Enquiries, if any, can be addressed to:

**Mr.Biplav Kumar**

Group General Manager (Business Development),

Dedicated Freight Corridor Corporation of India Limited,

Room no.400, 4th Floor, Pragati Maidan Metro Station Complex, New Delhi - 110 001 India  
Phone: +91-11-23454960, Fax +91-11-23454701,  
Email: biplavkumar@dfcc.co.in

#### **4.8 SUBMISSION OF PROPOSAL**

The Applicant shall submit its proposal (Technical and Financial) online including scanned copy of transaction of bid security (UTR,etc.).

#### **4.9 LAST DATE OF SUBMISSION**

The Proposals must be received by DFCCIL not later than 15:00 hours of the DD/MM/YYYY at the following address:

Mr. Biplav Kumar

Group General Manager (Business Development),

Dedicated Freight Corridor Corporation of India Limited,

Room no.400, 4th Floor, Pragati Maidan Metro Station Complex, New Delhi - 110001 India

#### **4.10 BID OPENING**

- i. Interested bidders may like to be present in DFCCIL office at the closing time of bid submission and witness the Bid Opening immediately thereafter. For this an authority letter is required. Bid will be opened at 15:30 hours on DD/MM/YYYY. Only the main envelope will be opened and availability of Document Fee, Bid Security and amount will be checked.
- ii. The Applicants who successfully pass the Technical Proposal stage shall be notified in due course about the opening of the Financial Proposals and they may nominate their authorised representative to attend the financial proposal opening.
- iii. The other Applicants who have failed to secure the minimum marks in the Technical Proposal shall also be notified by DFCCIL subsequently. Their financial bid will not be opened.

#### **4.11 PREPARATION OF PROPOSAL**

##### **4.11.1 Technical Proposal**

In preparing the Technical Proposal, the Applicants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

##### **Organization of the Technical Proposal**

The Technical Proposal shall be organised in the following manner:

<b>No.</b>	<b>Description Relevant</b>	<b>Exhibit</b>
1	Technical Proposal Submission Form	TECH-1
2	Experience regarding terminal development & operations	TECH-2
3	General and overall experience of the firm	TECH-3
4	Terminal implementation & operation plan of the firm	TECH-4
5	Annual turnover of the firms for the last five years	TECH-5

## 4.11.2 FINANCIAL PROPOSAL

### Key factors to be considered

- i. In preparing the Financial Proposal, the Applicants are expected to take into account the requirements and conditions outlined in the RFP documents.
- ii. The financial proposals should be unconditional, and in case of any attached conditionality the proposal will be deemed as non-responsive and hence would not be considered.
- iii. Applicants shall express the price of their services in Indian Rupees only.
- iv. **Organization of the Financial Proposal**  
The Financial Proposal shall be organised in the following manner:

No.	Description	Relevant Exhibit
1.	Financial Proposal	Fin-1

## 4.12 OTHER INSTRUCTIONS

- i. The Lead Member shall be the representative of the Participant JV/Consortium Firm and shall be responsible for the fulfilment of all contractual obligations binding on the applicant/successful licensee.
- ii. All communication and information should be provided in writing and in English language only.
- iii. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- iv. No change in or supplementary information to a Proposal shall be accepted once submitted. However, DFCCIL reserves the right to seek additional information from the applicant/firms, if found necessary, during the course of evaluation of the Proposal. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by DFCCIL, the Proposal would be evaluated solely on the basis of the available information.
- v. The Firm (Applicant) should designate one person (“Contact Person” and “Authorised Representative and Signatory”) authorised to represent the Firm in its dealings with DFCCIL. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the applicant etc. The Covering Letter submitted by the Applicant shall also be signed by the Authorised Signatory and also shall bear the stamp of the entity thereof.
- vi. DFCCIL reserves the right to reject any or all of the Proposals without assigning any reason whatsoever. DFCCIL also reserves the right to hold the process of selection or withdraw the process or shorten or enlarge the scope of work or modify or amend the terms of reference at any time till the process is finalised duly informing all the Applicants.

- vii. DFCCIL reserves the right to vet and verify any or all information submitted by the Firms.
- viii. If any claim made or information provided by the Firm in the Proposal or any information provided by the Firm in response to any subsequent query by DFCCIL, is found to be incorrect or is a material misrepresentation/suppression of facts, then the Proposal will be liable for rejection.
- ix. The Firm shall be responsible for all the costs associated with the preparation of their Proposal. DFCCIL will not be liable in any way for such costs, regardless of the conduct or outcome of this process.
- x. All documents and other information supplied by DFCCIL or submitted by an applicant to DFCCIL shall remain or become the property of DFCCIL. Applicants are to treat all information as strictly confidential. DFCCIL shall not return any proposal or any information provided along therewith.

## **SECTION - 5**

### **EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS**

#### **5.1 THE OBJECTIVE OF THE ASSESSMENT**

The objective of the assessment is to select a highly capable Applicant who offers the best combination of high quality and best price. The evaluation is based on QCBS method, with emphasis on technical quality.

#### **5.2 EVALUATION OF TECHNICAL PROPOSAL**

The Technical Proposal of the Applicants shall be examined first for responsiveness & completeness, adherence to minimum qualification requirements and thereafter evaluated for scoring based on the methodology presented in section 5.2.4.

##### **5.2.1 RESPONSIVENESS AND COMPLETENESS**

The Technical Proposal shall be first checked for responsiveness and completeness. This shall include verification whether the information has been submitted in accordance with the specified formats, whether the documentation is complete, whether there are any gaps, etc. DFCCIL reserves the right to outrightly reject technical proposals that do not conform to the formats or those which are materially deficient in documentation.

##### **5.2.2 GENERAL RULES APPLICABLE FOR EVALUATION**

The following sections of this chapter describe the experience/eligibility requirements and evaluation procedure for the proposals received from applicants. Following shall be the general rules followed for the purpose of this evaluation:

- i. Development experience of Logistics Parks/Freight Terminals in the last 2 (two) years including, but not limited to, ICDs, CFSs, MMLPs, PFTs, SEZs etc
- ii. Operational experience of last 2 (two) years related to freight transport/handling.

- iii. Financial information pertaining to the audited annual accounts of the respondent for the last three years.

### 5.2.3 MINIMUM EXPERIENCE/ELGIBILITY REQUIREMENT – TECHNICAL PROPOSAL

The firm should have experience of freight terminal/warehousing, development/operation. The annual turn-over of the firm should be as below : 20 Cr for a simple freight terminal/parcel terminal and 50 Crore for MMLP/Freight terminal requiring investment of 20 crore and above.

### 5.2.4 EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

The Technical Proposals that are found to be responsive and complete shall be then assessed based on the following evaluation criteria.

No.	Parameters	Marks
1	<b>Firm Capabilities –</b> Profile and size of the company – (number of terminals under operation, on roll staff strength, transport network, warehouse network etc.)	20
2	Logistics services & facilities of the firm (capacity to provide door to door services, equipment handled for operation (commodities - bulk, container, bag, heavy etc.), transport network of the firm, Value Added Services provided by the firm etc.	20
3	Experience in terminal/SEZ, ICD, CFS warehouse development/operation (less than 2 years of experience = zero marks, 2 years = 10 marks, 4-5 years = 15 marks, 6 years plus = 20 marks)	20
4	Project implementation plan & Operational plan of the terminal (Implementation plan of the project, Operational plan, innovative ideas for modal from the terminal etc.)	40
	<b>Total Marks</b>	<b>100</b>

The offers where the technical bids, achieve a minimum score of 70% shall be taken up for further financial evaluation.

However, if the number of such technically qualified firms is less than three, the Client may, in its sole discretion, technically pre-qualify three firms having the highest technical score, including those whose Technical Score is less than 70% but in no circumstances less than 60%.

### 5.3 EVALUATION OF FINANCIAL PROPOSAL

- i. Financial proposals of Applicants who have obtained minimum 70% in the Technical Proposal will be opened and evaluated.
- ii. The evaluation committee will determine whether the financial proposals are complete, correct and free from any computational errors. The Financial Proposal must be in terms of local currency. The Financial Proposal should clearly estimate and specify, as a separate amount, the local taxes, duties, fees, levies, and other charges imposed under the applicable law, on the Applicant.
- iii. Financial Proposals will be checked for computational errors or material omissions. If a financial proposal is received with material omissions then it shall be

considered as an incomplete offer and hence shall not be considered for further evaluation.

- iv. Only total financial quote excluding (GST) will be considered for calculation of score. The financial quotes will be given rankings based on the total value of the offered price quote in financial proposal.
- v. Final selection of the firm(s) shall be as per Quality & Cost Based Selection (QCBS) method. In the overall evaluation of the proposal technical score will be assigned 70% Weightage and the financial score a Weightage of 30%.
- vi. The contract shall be awarded to the bidder who has secured highest total score for the financial and the technical bids as combined with respective weightages.
- vii. The final scores computed for each Technical and Financial Proposal will be rounded off to the nearest whole number. For the purposes of rounding off, 0.50 and above shall be rounded off to the next higher whole number and 0.49 and below shall be rounded off to the immediately preceding whole number. In the event of two or more proposals having the same scores in the final ranking of proposals, the proposal with the highest technical score will be ranked first, the next highest technical score will be ranked second, and so on.
- viii. Method for identifying the bidder on the basis of rate quoted and revenue sharing: The maximum Terminal Charge of Rs. 50/- per tonnes can be quoted by bidder. For identifying/grading the bidder there will be the following criteria in two categories on the basis of rates quoted and revenue shared:

**Category A – on private land**

i) Terminal Charge:

Minimum rates quoted per tonnes will get the highest score. No revenue sharing in this case with DFCCIL is prescribed. Same terminal charge will apply for CRT and private rakes. There will be no separate Terminal Access Charge for CRT and other private rakes.

**Category B – on DFC land**

i) Terminal Charge:

- Minimum rates quoted per tonnes will get highest score. (60% of total score). Score will decrease with increasing terminal charge bid.
- Maximum revenue sharing with DFCCIL (%age of terminal charge) maximum share quoted will get highest score and score will decrease for decreasing share. (40% of total score)

Same Terminal Charge will be applicable for CRT and other private rakes.

Land license fee will be charged as per IR land lease policy.



## SECTION - 6

### CONDITIONS OF CONTRACT

**6.1 The Contract shall be construed in accordance with the law of INDIA.**

**6.2 The language:**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**6.3 The addresses for communication are:**

Client:

*Dedicated Freight Corridor Corporation of India Limited.  
Room No. 400 A, 4th floor, Pragati Maidan Metro Station Building  
Complex, New Delhi – 110 001.*

Contractor/Pvt Operator:

\_\_\_\_\_  
\_\_\_\_\_

**6.4** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the contractor/operator may be taken or executed by **the Authorized Representatives** which are as under:

**For the Client:**

**Mr.Biplav Kumar**

Group General Manager (Business Development),  
Dedicated Freight Corridor Corporation of India Limited,  
Room no.400, 4th Floor, Pragati Maidan Metro Station Complex, New Delhi -  
110 001 India  
Phone: +91-11-23454960 Fax +91-11-23454701,  
Email: biplavkumar@dfcc.co.in

**For the contractor/operator:**

\_\_\_\_\_  
\_\_\_\_\_

**6.5 Commencement of Services:**

Date of Letter of Award is considered as Date of effectiveness of the contract. Start date of operation of terminal will be date of commencement of services. DFCCIL will do all clearance formality within three months of signing of contract. The participant should start operation after one year from date of contract signed. An additional 1 year will be permitted to the applicant/firm if acquisition of land for the proposed terminal is involved.

**6.6** The participant will provide quality service to the customer with participation of the logistics service providers with world-class logistics facilities.

- 6.7 The applicant may participate with JV/Consortium as a member or as single business entity.
- 6.8 DFCCIL's existing freight policies will be applicable in case of these terminals. Any business entity fulfilling the RFP criteria and conforming to the freight policies may apply as Terminal Management Company for operating the subject freight terminals.
- 6.9 Gestation period for setting up and to operationalize the terminal will be two years from the award of contract for private land terminals in case land is to be acquired. It will be one year in cases of land already acquired and for terminals on DFC land. Additional time will be allowed on personal approval of Dir/OP&BD on merit in exigencies and genuine reasons.
- 6.10 License : The license period for project on DFC land and cost upto (i) Rs 5 Crores will be for a period of 5 years(+2 yrs Extn) (ii) upto Rs. 10 Crores and above Rs 5 Crore will be for a period of 10 years( +3 yrs Extn) (iii) Rs 10 – 20 Crores will be for a period of 20 years(+5 yrs Extn) (iv) Rs. 20 – 50 Crores will be for a period of 25 years (+5 yrs Extn) and (v) Rs. 50 Crores and above will be for a duration of 30 years (+10 yrs Extn) respectively on satisfactory performance. . The extension of the contract period is purely on the discretion of Dir/OP&BD /DFCCIL (as per the recommendation of GGM/BD) and based on the organizational interest of DFCCIL. The applicant cannot claim extension of the license period as a matter of right. In case of PFT(Private Land) the connectivity will be continued further on mutual terms and agreement.
- 6.11 Terminal/facilitation Charges: The operator of the terminal selected will be allowed to take terminal charges based on ceiling decided by DFC and it will be equal to the bid of the selected applicant. This highest score in financial bid will be based on bid for terminal charge and share to DFC. Lowest terminal charge bid will be assigned max score and max share to DFC will be assigned max score. The operator will decide himself the other charges for value added service, facilitation charge etc keeping in view the market dynamics.
- 6.12 Terminal Provisions/Amenities: The operator will provide handling equipments(fixed and mobile), concrete /paved handling areas, warehouse if land is available on DFC , and in case of his land, other facilitations like waiting room for customers, PCO booth, packaging yards/enclosures, FOIS hardwares/channels, parking space, repair shop for handling equipments etc.
- 6.13 Minimum equipments' scale for various types of terminals based on traffic potential are as prescribed at ————. Operator can provide more than the prescribed scale if he wishes so, for which no additional return or financial benefits for the operator on the part of DFC will be considered.
- 6.14 Plan/design :The operator will prepare the design of rail yard with signalling, OHE ; Weighing Machine arrangements, tippers arrangements, warehouse, various functioning , facilitation areas, circulating roads etc and take approval of DFC. TMC can design and plan the terminal for optimum handling (volume/value) and returns and take approval of DFC.
- 6.15 Applicants' participation will be based on feasibility study done by their agencies and the successful bidder will finally have a DPR done for the project which has to be approved by DFC.

- 6.16 Statutory requirements: The selected operator will obtain all necessary clearances like from pollution control authorities, for Electrical installations, labour authorities etc mandatory for related terminals type, Environmental clearance if required etc.
- 6.17 Termination of the Agreement: Subject to the provisions in the agreement between DFCCIL and the firm, DFCCIL may terminate an Agreement with the firm for any breach of the terms and conditions of the agreement, violations of the provisions of the Railways Act, 1989, commitment of an unlawful act or in the event of default as defined in the agreement by giving a written Notice of Termination of 180 days to the firm. Before issuing the Termination Notice, DFCCIL will inform the firm of its intention to do so through a written notice. The firm should make a representation within 30 days of receiving such a notice. After expiry of 30 days, the termination notice will be issued in writing if no representation is received from the firm. If a representation is received the DFCCIL will decide the issue regarding termination taking all facts into consideration. The firm will also have the right to terminate the agreement by giving a notice of 180 days to the DFCCIL. Any dispute arising out of the same will be resolved through the Dispute Resolution Mechanism.
- 6.18 Disputes shall be settled by arbitration in accordance with the Provisions given in section 7 under title “Settlement of Dispute”.

## **SECTION – 7**

### **SETTLEMENT OF DISPUTE**

#### **7.1 Amicable Settlement**

7.1.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

#### **7.2 Dispute resolution**

7.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 7.3.

7.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

#### **7.3 Conciliation**

7.3.1 In the event of any Dispute between the Parties, either Party may call upon Managing Director and the Chairman of the Board of Directors of any of the party for amicable settlement, and upon such reference, the said persons shall meet within 7 (seven) working days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 7.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 7.4.

#### **7.4 Arbitration**

7.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 7.3, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 7.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act 1996. The venue of such arbitration shall be Delhi, and the language of arbitration proceedings shall be English.

- 7.4.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 7.4.3 The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and the firm and the client (DFCCIL) agree and undertake to carry out such Award without delay.
- 7.4.4 The Contractor/Operator and the client (DFCCIL) agree that an Award may be enforced against the firm and/or the client (DFCCIL), as the case may be, and their respective assets wherever situated.
- 7.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

## SECTION – 8

### Instructions to Bidder for e-Tendering

- 8.1 The Bid can be submitted Online on <https://www.ireps.gov.in/> on or before 15:00 Hrs. of DD/MM/YYYY. The Bid will be opened online on DD/MM/YYYY at 15:30 Hrs. on <https://www.ireps.gov.in/>.
- 8.2 Bid shall be submitted through Online mode only at <https://www.ireps.gov.in/>. Bid submitted by any other mode will not be accepted.
- 8.3 It is mandatory for all Agencies to have Class-III Digital Signature Certificate (in the name of person who will submit the online Bid from any of the Licensed Certifying Agencies ('CA') [Tenderer can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)] to participate in e-tendering of DFCCIL.
- 8.4 To participate in E-Tendering, it is mandatory for Agencies(s) to get themselves registered with the www. <https://www.ireps.gov.in/>.
- 8.5 <https://www.ireps.gov.in/> is the only website for submission of Bid. 'Vender Manual' containing the detailed guidelines for E-Tendering is available on <https://www.ireps.gov.in/>.
- 8.6 **Modification/Substitution/Withdrawal of Bid:**
  - 8.6.1 Agencies(s) may modify, substitute or withdraw their bid after submission prior to 15:00 Hrs. of DD/MM/YYYY (Last Date & Time for Bid Submission termed as Bid Closing Date & Time). No Bid shall be modified, substituted or withdrawn by Agencies after Bid Closing Date & Time.
  - 8.6.2 For modification of financial offer, Agency has to detach its previous offer from <https://www.ireps.gov.in/> and then upload digitally signed modified offer.
  - 8.6.3 For withdrawal of Bid, Agency has to click on withdrawal icon at <https://www.ireps.gov.in/>.  
**Before withdrawal, it may specifically be noted that after withdrawal of Bid, for any reason, Agency cannot resubmit their Bid again.**

## SECTION-9

### FORMAT OF TECHNICAL PROPOSAL

#### TECH – 1: FORMAT OF THE COVERING LETTER

*(The covering letter is to be submitted by the firm or the Lead Member of a participative firm, on their Letter Head Paper)*

*Date:*

*Place:*

To,

Dear Madam/Sir,

**Sub: RFP Application for Development of Logistics Parks / Freight Terminals / Parcel Terminals along the DFC alignment**

1. I / We have read the general guidelines and bid document attached. I / We offer the Bid for Development of Logistics Parks / Freight Terminals / Parcel Terminals along the DFC alignment on participative model and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of contract.
2. I / We understand that DFCCIL is not bound to accept any Proposal that they receive.
3. allotment of contract for Development of Logistics Parks / Freight Terminals / Parcel Terminals along the DFC alignment on participative model.
4. I / We further understand that in case of any information submitted by me / us being found to be incorrect, DFCCIL will have the right to summarily reject the bid, cancel the contract.
5. I/We agree to submit all disputes arising out of or in connection with this bid document to the exclusive jurisdiction of courts at New Delhi.
6. I/We understand that DFCCIL and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this bid.
7. I/We is/are hereby submitting our Proposal (Technical Proposal, and Financial Proposal) through online and submitting Document Fee and Bid Security in separate sealed covers under separate outer envelope.
8. We are submitting our Proposal in association with: [Insert a list with full name and address of each associated firm]

Yours sincerely,

Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Firm:

Address and Contact Details:

Office Seal :

## **TECH -2: EXPERIENCE REGARDING TERMINAL**

1. Experience as Terminal owner
2. Experience as Terminal operator/warehouse operator
3. Experience as Logistics service provider

(To be signed by the authorized signatory)

Name:

Designation:

Note: Please provide detail of experience cited in Tech 3.



### TECH-3: GENERAL AND OVERALL EXPERIENCE OF THE FIRM

1. Name of the firm:
2. Firm Capability (Profile and size of the company including no. of freight terminals, area of freight terminals, on roll strength, services provided by the firm):
3. Detail of terminal and services

1	Number of years in terminal business		
2	Broad areas in which logistics services provided in the past	(a)	(b)
3	Location at which the firm has offices	Head Office: Other offices (please specify locations):	
4	Brief description of major works with which the firm has been associated in the past :		
4	<b>As terminal owner</b>	<b>As terminal operator</b>	<b>As logistics services provider</b>
	<b>(location A,B,C,D.....)</b>		
A			
B			
C			
D			
E			
F			
G			

Note:

The firm's experience in respect of this criterion should be supported by documentary evidence in the form of certificate from the client, clearly stipulating the services rendered by the firm. Copy of evidence should be in English or supported by an authenticated English translation.

(To be signed by the authorized signatory)

Name:

Designation:

## **TECH-4: TERMINAL IMPLEMENTATION & OPERATION PLAN OF THE FIRM**

- 1. Location-wise and phase wise implementation plan  
(like duration of land acquisition, duration for DPR, duration of construction, etc.)**
- 2. Operation plan of the terminal (like rail and road movement, stacking and de-stacking of cargo, etc.)**

**TECH-5: ANNUAL TURNOVER OF THE FIRMS FOR THE LAST THREE YEARS**

Name of the Firm:

**Please note that the Annual Turnover should be from business segment alone**

Annual Turnover during the year 1 (2017-18)	
Annual Turnover during the year 2 (2018-19)	
Annual Turnover during the year 3 (2019-20)	

**Note:**

**The firm’s annual turnover should be supported by documentary evidence in the form of annual reports or certified annual accounts statement by the Chartered Accountant/the firm’s auditors, along with relevant schedules that detail turnover by different business segments. Copy of evidence should be in English or supported by an authenticated English translation.**

(To be signed by the authorised signatory)

Name:

Designation:

## SECTION-10

### FINANCIAL PROPOSAL

Tender No.: HQ/OP&BD/xxx/x/2020-----

Name of work:- **Development of Logistics Parks / Freight Terminals / Parcel Terminals along the DFC alignment on participative model**

1. Location of DFC land

	Amount in Figures (INR)	Amount in Words (INR)
Category A: (Private Land) Terminal Charges		
Item no. i Item no. ii ...		
Category B: (DFC Land) Terminal Charges		
Item no. i Item no. ii .....		
Revenue sharing:		
Item no. i Item no. ii .....		
Total (A+B)		

(\* Break up or any detail B may be given in extra sheet for better understanding. But difference in cost of above table and total of detail explanation should not be there).

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in section 4.6 of the RFP Document. We understand you are not bound to accept any Proposal you receive.

**SECTION – 11**

**ECS –FORM**

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)  
(PAYMENT TO BIDDER THROUGH CREDIT CLEARING MECHANISM) No. :**

**1. BIDDER'S NAME** : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_  
Phone/Mobile No. : \_\_\_\_\_

**2. PARTICULARS OF BANK ACCOUNT OF BIDDER:**

A. BANK NAME : \_\_\_\_\_  
B. BRANCH NAME : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone No. : \_\_\_\_\_

C. IFSC code of the Bank  
(For payments through RTGS): \_\_\_\_\_

D. ACCOUNT TYPE  
(S.B. Account/Current Account or  
Cash Credit with Code 10/11/13) : \_\_\_\_\_

E. ACCOUNT NUMBER  
(As appearing on the Cheque Book) : \_\_\_\_\_

I hereby declared 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 Bidder

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

(Bank's Stamp)  
Date: \_\_\_\_\_  
(.....)  
Signature of the Authorized  
Official from the Bank

**SECTION – 12**

Undertaking Forms

Form: I

**FORM OF DECLARATION (On Letter head of Bidder)**

M/s-----**(name of Bidder)** having its Registered office at ----- (hereinafter referred to as `the Bidder) having carefully studied all the Bid 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 Bidder is familiar with all the requirements of the Contract.
2. The Bidder has not been influenced by any statement or promise of any person of the Client but only the Contract Documents.
3. The Bidder is financially solvent.
4. The Bidder is experienced and competent to perform the Contract to the satisfaction of Client.
5. The Bidder 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 Bidder hereby authorise the Client to seek reference from the bankers of bidder for its financial position.
7. The Bidder undertakes to abide by all labour welfare legislations.
8. The Bidder confirm that the provisions of Micro, Small & Medium Enterprise as per MSME Development Act 2006 are applicable/not applicable (strike out whichever is not applicable) to us. Any change in the status of the organization occurring during the currency of the contract shall be informed to Client. The statement submitted by the Bidder is true and correct.

7. Information submitted with bid documents is correct in all respects

For and on behalf of the Bidder

Sd/-

Dated:

(To be Signed by Authorized Signatory)

**Declaration of eligibility (On Letter head of Bidder)  
(By the Bidder)**

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

**(Seal & Signature of the Bidder)**

---

**Declaration for Labour Law Compliance  
(On Letter head of Bidder)**

We are in compliance with all applicable law (like Provided Fund Act, Minimum Wages Act etc.) relating to personnel deployed by us in DFCCIL. We are responsible for statutory compliance of labour law for the personnel deployed by us for DFCCIL. We further confirm that all statutory requirements are being complied by us.

**(Signature with date)**

**Authorized Signatory**



**PRE-CONTRACT INTEGRITY PACT**

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2011 between, on one hand, the DFCCIL acting through Shri \_\_\_\_\_, Designation of the officer, (hereinafter called the "CLIENT", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CLIENT proposes to procure (Name of the Stores/ Equipment/ Item, Name of the firm, Name of Works Contract, Name of Services) and the (A) is willing to offer/has offered for stores or works.

WHEREAS the (A) is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India.

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the CLIENT to obtain the desired said(Name of the Stores/Equipment/Item Name of the Service, Name of Works contract, Name of Services) at a competitive price in conformity

with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure (B) by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:-

### **Commitments of the BUYER**

- 1.1.** The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the (B), will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the (A), either for themselves or for any person, organization or third party related to the (B), in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the (B).
  - 1.2.** The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular (A) in comparison to other BIDDERS.
  - 1.3.** All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.** In case any such preceding misconduct on the part of such official(s) is reported by the (A) to the CLIENT with full and verifiable facts and the same is prima facie found to be correct by the CLIENT,, necessary disciplinary proceedings, or any other action as

deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the (B) process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the (B) contract would not be stalled.

### **Commitments of BIDDERS**

**3.** The (A) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the (B) contract or in furtherance to secure it and in particular commit itself to the following:

**3.1.** The (A) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the (B) in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

**3.2.** The (A) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the (B) or any other (B) with the Government for showing or forbearing to show favour or disfavour to any person in relation to the (B) or any other (B) with the Government.

**3.3.** (A) shall disclose the name and address of agents and representatives and Indian (A) shall disclose their foreign principals or associates.

**3.4** (A) shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

**3.5.** The (A) further confirms and declares to the CLIENT that the (A) is the original manufacturer / integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the (B) to the (A), nor has

any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

**3.6.** The (A), either while presenting the bid or during pre-contract negotiations or before signing the (B), shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the (B) and the details of services agreed upon for such payments.

**3.7.** The (A) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

**3.8.** The (A) will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

**3.9.** The (A) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The (A) also undertakes to exercise due and adequate care lest any such information is divulged.

**3.10.** The (A) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

**3.11.** The (A) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

**3.12.** If the (A) or any employee of the (A) or any person acting on behalf of the (A), either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the (A) at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

**3.13.** The (A) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

#### 4. Previous Transgression

4.1. The (A) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The (A) agrees that if it makes incorrect statement on this subject, (A) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. Earnest Money (Security Deposit)

~~5.1.~~ While submitting commercial bid, the (A) shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as ~~Earnest Money/~~Security Deposit, with the CLIENT through only electronically ~~any of the following instruments:-~~

~~(i) Bank Draft or a Pay Order in favour of \_\_\_\_\_~~

~~(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof of payment.~~

~~(iii) Any other mode or through any other instrument, (to be specified in RFP).~~

~~5.2. The Earnest Money / Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.~~

~~5.3. In case of the successful (A) a clause would also be incorporated in the Article pertaining to Performance Guarantee in the (B) that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.~~

~~5.4. No interest shall be payable by the CLIENT to the (A) on Earnest Money / Security Deposit for the period of its currency.~~

## 6. Sanctions for Violations

**6.1.** Any breach of the aforesaid provisions by the (A) or any one employed by it or acting on its behalf (whether with or without the knowledge of the (A) shall entitle the CLIENT to take all or any one of the following actions, wherever required

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the (A). However, the proceedings with the other BIDDER(s) would continue.

(ii) The ~~Earnest Money Deposit (in pre contract stage) and / or Security Deposit/Performance Bond~~ (after the (B) is signed) shall stand forfeited either fully and the CLIENT shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the CLIENT, and in case of an Indian (A) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a (A) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the (A) from the BUYER in connection with any other contract for any other (B), such outstanding payment could also be utilized to recover the aforesaid sum and interest.

~~(v) To encash the advance performance bond/warranty bond, if furnished by the (A), in order to recover the payments, already made by the CLIENT, along with interest.~~

(vi) To cancel all or any other Contracts with the (A). The (A) shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the (A).

(vii) To debar the (A) from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.

(viii) To recover all sums paid in violation of this Pact by (A) to any middleman or agent or broker with a view to securing (B) the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any (B) signed by the CLIENT with the (A), the same shall not be opened.

(x) Forfeiture of Bid Security **Performance Bond** in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

**6.2.** The CLIENT will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the (A) or any one employed by it or acting on its behalf (whether with or without the knowledge of the (A), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

**6.3.** The decision of the CLIENT to the effect that a breach of the provisions of this Pact has been committed by the (A) shall be final and conclusive on the (A). However, the (A) can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

**7.1.** The (A) undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the (A) to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the (A) to the CLIENT, if the (B) has already been concluded.

## **8. Independent Monitors**

**8.1.** The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in firm with the Central Vigilance Commission Names and Address of the Monitors to be given).

**8.2.** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

**8.3.** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

**8.4.** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

**8.5.** As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT.

**8.6.** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The (A) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the (A) with confidentiality.

**8.7.** The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

**8.8.** The Monitor will submit a written report to the MD/DFCCIL, within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the (A) and the (A) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the CLIENT



**11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12. Validity**

**12.1.** The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the (B) to the satisfaction of both the CLIENT and the (A), including warranty period, whichever is later. In case (A) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the (B).

**12.2.** Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**13.** The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

CLIENT

BIDDER

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Deptt./Ministry/PSU

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

Note:

(A)- To be replaced by BIDDER/Seller/ firm/Service provider as the case was may be.

(B)- To be replaced by Contract/Supply Contract/ Works Contract as the case was may be.