

TENDER DOCUMENT

NAME OF WORK: Engagement of Service Provider for outsourcing of Support Service in Corporate Office IRFC, New Delhi

TENDER NO.: IRFC/ENGAGEMENT OF SERVICE PROVIDER FOR OUTSOURCING OF SUPPORT SERVICE / 05X /2020

27/08/2020

Indian Railway Finance Corporation Limited UG Floor, East Tower, NBCC Place, Bhasham Pitamah Marg, Pragati Vihar, Lodhi Road, New Delhi-110003

ENGAGEMENT OF SERVICE PROVIDER FOR OUTSOURCING OF SUPPORT SERVICES IN CORPORATE OFFICE IRFC, NEW DELHI.

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Section – 1

Indian Railway Finance Corporation Limited

(A Government of India Enterprise)

NOTICE INVITING BIDS

Sub:- Engagement of Service Provider for outsourcing of Support services in Corporate Office IRFC, New Delhi

Sealed Bids in a single packet (Part-I Technical Bid and Part-II Financial Bid) are invited from reputed, experienced Companies / Firms / Agencies for engagement of Service Provider for outsourcing of Support services for Indian Railway Finance Corporation Limited, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Pragati Vihar, Lodhi Road, New Delhi-110003 as per schedule:-

1.	Tender no.	IRFC/ ENGAGEMENT OF SERVICE PROVIDER FOR OUTSOURCING OF SUPPORT SERVICE / 05X /2020
2.	Name of Work	Engagement of Service Provider for outsourcing of Support services.
3.	Duration of contract	One year
4.	Estimated cost of work	150 lac
5.	Cost of Tender Form (Non-Refundable)	2,000/-
6.	EMD	3,00,000/-
7.	Sale/downloading of Tender Form	27 /08 / 2020
8.	Last date and time of submission of Tender Document	16 /09/2020 upto 11:00 A.M.
9.	Date and time of opening of Tender	16 /09/2017 at 11:30 A.M..
10.	Place of submission of Tender/opening of Tender.	UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Pragati Vihar, Lodhi Road, New Delhi-110003

Tender form can also be downloaded from the website www.irfc.nic.in and www.eprocure.gov.in and in such case the Bidder shall deposit the cost of tender form amounting to Rs. 2,000/- in the form of Demand Draft / Bankers Cheque in favour of Indian Railway Finance Corporation Limited payable at New Delhi issued by Nationalized / Scheduled Commercial Bank.

Tender Form can be purchased from the office of Indian Railway Finance Corporation, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Pragati Vihar, Lodhi

Road, New Delhi-110003 on all working days from 11:00 A.M. to 16:00 P.M. from 27/08/2020 to 15/09/2020 on payment of Rs. 2,000/- in the form of Demand Draft /Banker Cheque in favour of Indian Railway Finance Corporation Limited payable at New Delhi issued by Nationalized / Scheduled Commercial Bank.

Detailed terms & conditions and future corrigendum / addendum will be posted on the above said website.

Joint General Manager (HRM)
Indian Railway Finance Corporation
Phone No: 011-24369766

Section – 2

Format for Submission of Offer.
(On letter head of Firm / Company)

Dated: - -2020

**Joint General Manager (HRM)
Indian Railway Finance Corporation Limited
UG Floor, East Tower, NBCC Place,
Bhisham Pitamah Marg,
Pragati Vihar, Lodhi Road, New Delhi-110003**

Name of Work: - Engagement of Service Provider for outsourcing of Support services in Corporate Office IRFC, New Delhi

Ref.: Tender No. IRFC / HIRING OF SERVICE PROVIDER FOR OUTSOURCING OF SUPPORT SERVICE / 05X / 2020.

1. I/We have read the various conditions of tender attached here to and hereby agree to abide by the said conditions. I also agree to keep this open tender valid for acceptance for a period of 120 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General Terms & Conditions of the Contract and to carry out the work according to the special conditions as laid down in section 5 for the execution of present contract.
2. A sum of 3,00,000/- is being submitted as Earnest Money in the form of Demand Draft/Pay Order No..... dated issued by (Name & Branch of the Bank) in favour of IRFC Ltd.
3. A sum of rupees 2,000/- is being submitted as payment towards cost of Tender form in the form of Demand Draft / Pay Order No..... dated issued by (Name & Branch of the Bank) in favour of IRFC Ltd.
4. The value of the Earnest Money shall stand forfeited without prejudice to any other rights or remedies if:
 - i) I / We do not execute the contract agreement within 15 (fifteen) days of the date of issue of Letter of Acceptance or on receipt of notice by the IRFC Administration that such documents are ready.
 - ii) I / We do not submit a Performance Security in the form of an irrevocable Bank Guarantee amounting to 5% of the contract value as per the Performa prescribed by IRFC, within 15 days of issue of letter of acceptance.

- iii) I / We do not commence the work within 15 days after receipt of Letter of Acceptance.
- 5. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.
- 6. On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I / We may be debarred by IRFC for further participation in the future tenders of IRFC.
- 7. I / We certify that quoted rates are inclusive of all tax (except GST), duties and/or any other statutory levies applicable on the services.
- 8. I / We do hereby confirm that I / We will be abiding by the integrity pact to be signed between IRFC and Service Provider.
- 9. I / We do hereby confirm that I / We have the necessary authority and approval to submit this tender document for the supply of subject service to the IRFC. The following persons may be contacted for any information or clarification relating to this Contract.

Signature of Bidder

Bidder's Name and Address:

.....

Section 3.

Instructions to Bidders

Sealed tender in single packet (Part-I Technical Bid and Part-II Financial Bid) are invited from reputed, experienced and financially sound Companies / Firms / Agencies for engagement of Service Provider for outsourcing of Support services for Indian Railway Finance Corporation Limited, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Pragati Vihar, Lodhi Road, New Delhi-110003 as per schedule:-

1.1 ELIGIBILITY CRITERIA FOR SERVICE PROVIDER:-

The bidders must fulfil the following minimum qualifying criteria

Sr. No.	Qualifying Criteria	Documents Required
1	Company / Firm / Agency Profile	Copy to be enclosed
2	Name(s) of the proprietors /Directors	
3	Registered Address of the firm with telephone / mobile / e-mail and fax	Address-: Telephone No. Mobile No. Fax No. E-Mail ID:
4	Whether firm is registered and license holder under Contract Labour (Regulation & Abolition) Act. (YES/NO)	If yes, copy of license or related document is to be enclosed.
5	Registration No. of the Firm	Copy to be enclosed
6	Income tax Permanent Account No. (PAN) of the Firm	Copy to be enclosed.
7	<p>I. The Bidder should be financially sound having experience of similar work in Autonomous Bodies, Government, CPSEs and Large Commercial Establishment for a minimum period of three years and competent to carry out the contract to the satisfaction of the Management and should have positive networth as per latest Annual Financial report.</p> <p>Average Annual Financial turnover of the bidder during last three financial years 2017-18, 2018-19 and 2019-20 should be at least 30% of the estimated cost.</p> <p>II. Experience of having successfully completed similar work during last seven years ending 31.03.2020 should be either of the following :-</p> <p>a) Three similar completed works (contracts) costing not less than the annualized value (amount) equal to 40% of</p>	<p>Copy of audited Profit/Loss Account, Balance Sheet, copy of Income-Tax Return certified by Chartered Accountant to be enclosed.</p> <p>The bidder should submit satisfactory performance reports from Autonomous Bodies, Government, CPSEs and Large Commercial Establishment as per Performa given in Annexure- I of the bid document.</p>

	<p>the Estimated Tender Value (excluding GST).</p> <p>b) Two similar completed works (contracts) costing not less than the annualized value (amount) equal to 50% of the Estimated Tender Value (excluding GST).</p> <p>c) One similar completed works (contracts) costing not less than the annualized value (amount) equal to 80% of the Estimated Tender Value (excluding GST).</p>	
8	<p>a. Registration for ESI, EPF, GST and PAN number</p> <p>b. Affidavit that the firm has not been blacklisted for business by any government department/PSU and that in last three years to be reckoned from date of invitation of tender there has not been any work cancelled against them for poor performance</p>	<p>a. Registration certificates/Affidavit / Documents to be enclosed</p> <p>b. Performa of Affidavit is given in Annexure-II of the bid document.</p>

Note:- Consortium bidding shall not be allowed at any stage for fulfilment of eligibility criteria

Details of the Bidder:

- 1.2 The information regarding S. No. (8) and (9) of para 1.1 above may be furnished in the prescribed format as per **Annexure-III**.
- 1.3 **COST OF TENDER DOCUMENTS:-**
Tender Form can be purchased from the office of Indian Railway Finance Corporation, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Pragati Vihar, Lodhi Road, New Delhi-110003 on all working days from 11:00 A.M. to 16:00 P.M. from -27/ 08 /2020 to 15/ 09 /2020 on payment of Rs. 2,000/- in the form of Demand Draft / Banker Cheque in favour of Indian Railway Finance Corporation Limited payable at New Delhi issued by Nationalized / Scheduled Commercial Bank.
- 1.4 Tender Document can also be downloaded from IRFC Website (www.irfc.nic.in), and in such case, the Bidder shall deposit the cost of Tender document on payment of Rs. 2,000/- along with submission of Tender in the form of separate Bankers Cheque / Demand Draft failing which his tender shall not be considered. The cost of Tender document shall be deposited and enclosed in the envelope containing the Earnest Money deposit. Para 1.3 above may be seen on the Banks whose financial instruments are not acceptable. The amendments / clarifications to the Tender documents will also be available on the above website.
- 1.5 During the scrutiny of downloaded tender document, if any modification / correction etc. is noticed as compared to the original documents posted on the website, the bid submitted by such a Bidder is liable to be rejected. In case the bid of a Bidder who has downloaded the document from website is accepted, the contract shall be executed in the original / manual tender document issued by the IRFC.
- 1.6 **EARNEST MONEY DEPOSITED:**
Bids must be accompanied by EMD of Rs.3,00,000/- by a crossed Demand Draft/Banker's cheque issued by any Nationalized / Scheduled commercial Bank drawn in favour of Indian Railway Finance Corporation Ltd, payable at New Delhi. Bids security may also be deposited in the form of a Bank Guarantee issued by any Indian Nationalised Bank or any scheduled Bank in India in the prescribed proforma,

as Annexure- VII. "BID SECURITY FORM-BANK GUARNTEE". Bids security shall remain valid for a period of six months beyond the validity period of the Bid. ***Bids received without EMD shall be summarily rejected.*** No interest shall be paid on EMD. The EMD of the successful Bidder shall be adjusted against Retention Money. The EMD will be forfeited if the Bidder withdraws or amends, impairs and derogates from the tender in any respect within the period of validity of tender or fails to furnish the Performance security.

- 1.6.1 SSI/NSIC/MSME industries are exempted from submission of EMD and tender cost and must enclose the SSI/NSIC/MSME registration certificate for the same products/services in this contract. If the SSI certificate does not contain the item as listed in our NIT and No EMD/Tender cost is found enclosed, the offer shall be rejected.(Annexure – VIII may be referred)
- 1.7 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English.
- 1.8 **VALIDITY OF OFFER:-**
The Bidder shall keep their offer open for a minimum period of **120 days** from the date of opening of the bid, being extended further if required by mutual agreement from time to time. Any contravention of the above condition shall make the Bidder liable for forfeiture of his EMD. The Bidder is not allowed to withdraw the bid within the period of validity / extended validity.
- 1.9 **SUBMMISION OF OFFER:-**
Bid documents along with EMD and cost of tender form should be submitted in sealed covers super-scribed "**Engagement of Service Provider for outsourcing of Support services in Corporate Office IRFC, New Delhi,**" Tender No. IRFC/ ENGAGEMENT of SERVICE PROVIDER FOR OUTSOURCING OF SUPPORT SERVICE /05X/2020 and should be deposited in the Tender Box kept in the office of IRFC, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Pragati Vihar, Lodhi Road, New Delhi-110003 latest by 11:00 A.M. on 16.09.2020. The bids would be opened as per schedule in the presence of representatives of the agencies who choose to remain present. Submission of bids by the Bidder implies that he has fully read and understood the NIT instructions, terms & condition and all other contract documents and other factors bearing on execution of works.
- 1.10 IRFC shall not consider any bid received after the deadline for submission of bids. Any bid received by the IRFC after the deadline for submission of bids shall be declared late and rejected.
- 1.11 **Contract Period:-** Contract shall be deemed to have commenced after fifteen days from date of issuance of letter of Acceptance or from the date of positioning of manpower whichever is later and shall be in force for an initial ***period of one year extendable further for maximum two years*** with the sole discretion of IRFC.
- 1.12 Within 15 days from the date of issue of the letter of award, the successful Bidder will be required to execute the Contract Agreement for Services as per General terms & Conditions of Contract (Section 4) and Special Conditions of Contract (Section 5). The format of the Agreement is placed at Annexure-IV. Further, the format of Integrity Pact is also placed in Annexure IX. The successful Bidder with whom the contract is signed shall commence the assignment within 1 (One) month from the date of issue of acceptance letter unless further extended by IRFC.
- 1.13 IRFC reserves the rights to modify, expand, restrict, scrap, re-float the tender without

assigning any reasons.

1.14 FINANCIAL BID:-

The Bidder shall quote the commission/service charges in uniform percentage above the gross pay to be given to the resource/manpower to be supplied by them as in Section 6 (Financial Bid).

1.15 *Bidder are required to give unconditional offers. A conditional offer, having financial implication or not, is liable to be rejected.*

1.16 All entries in the tender form should be legible and filled clearly. Overwriting, cuttings, if any, must be initialled by the person authorized to sign the tender bids.

1.17 *The quoted percentage rates should be in figures and in words. If there is any variation between the rates quoted in figures and in words, the rates quoted in "Words" shall be taken as correct.*

1.17 Priority of Documents

Any ambiguity, discrepancy or conflict between various documents forming the Contract will be settled by prescribing the priority of document. Normally the priority of documents shall be as follows in descending order: -

- i) Contract Agreement
- ii) Letter of Acceptance
- iii) Bidder's accepted Bid
- iv) Special Conditions of Contract
- v) General Conditions of Contract
- vi) Priced Bill of Quantities
- vii) Integrity Pact
- viii) Any other document forming part of the Contract

SECTION-4

GENERAL TERMS & CONDITIONS OF CONTRACT

GENERAL TERMS & CONDITIONS OF CONTRACT will form an integral part of the Bid and Contract, which is enclosed along with the tender documents. *In case of any variation between conditions of contract and any other special condition & specifications of contract of this tender document, the special condition & specifications of contract of this tender document shall prevail.* The Bidder must give a certificate along with their offer that they have thoroughly read, understood and accepted the conditions/special conditions & specifications of contract as well as other conditions of tender etc.

2.1 Definitions:-

- (a) The “Contract” shall mean agreement including supplementary agreements, if any, entered into between IRFC and the contractor as recorded in the contract form signed by the parties include all attachment, the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- (b) The “Contractor/ Bidder/ Service Provider” shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted assigns of such individual or firm or company.
- (c) The “Contract value” shall mean the sum for which the tender is accepted.
- (d) The “Contract time” means period specified in the tender document for entire execution of contracted works from the date of notification of award.

2.2 Retention Money- The EMD of the successful Bidder shall be retained by IRFC as part of security and adjusted against Retention Money for the faithful fulfilment of the contract by the contractor. In addition, a retention amount equal to 10% of each bill shall be retained till the total security available is 5% of the contract value. The Retention money, unless forfeited in whole or in part according to the terms & conditions, shall be returned to the contractor after 60 days of the completion of the contract. No interest is paid on Retention money.

2.3 Performance security –

- (i) Besides, retention money, the successful Bidder shall also have to submit performance security within 15 days of receipt of Letter of Acceptance, amounting to 5% of the contract value in the form of Bank Guarantee as per prescribed format (Annexure-V) from any Nationalized/scheduled commercial bank.
- (ii) The performance security will be furnished after Letter of Award has been issued but before signing of agreement and should be valid upto two months after the completion of the contract. However, a penal interest of 15% per annum shall be

charged for the delay beyond 30(thirty) days i.e. 31st day after the date of issue of Letter of Award. In case, the time for completion of work gets extended, the contractor shall get the validity of performance security extended to cover such extended time for completion of work plus 60 days.

2.4 When the contract is rescinded, the retention money shall be forfeited and the performance security shall be encashed, if the contractor fails to fulfil its obligations during the currency of the contract.

2.5 Agency shall increase/decrease the number of category manpower in consultation with IRFC.

2.6 **OBLIGATION OF SERVICE PROVIDER**

- (i) The Service provider shall, if and when so requested by IRFC, will provide the outsourced manpower at the premises of IRFC or such other place, as may be required by IRFC at the agreed rates. The essential qualification/skills/experience and the tentative number of outsourced personnel is given at Annexure VI of the Bid document.
- (ii) It shall be the responsibility of the Service Provider to employ only adult workers whose antecedents have been thoroughly verified, including character and police verification.
- (iii) It shall be the responsibility of the Service Provider to undertake written/skill test and interview and verify the qualification/experience of the outsourced manpower. IRFC reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Service Provider shall have to terminate the service of such Manpower immediately and shall provide suitable replacement within 05 days time.
- (iv) If the performance of the outsourced personnel is unsatisfactory, IRFC shall give a notice of 10 days to the Service Provider to take necessary action to improve the performance of outsourced personnel and if the performance does not improve even after 10 days of such communication, the Service Provider shall provide a replacement acceptable to IRFC within 05 days' time. In case the replacement is not done in 5 days time, penalty will be charged as per para 3.7 of section 5-SCC.
- (v) Service Provider shall ensure complete compliance (in respect of the personnel provided to IRFC) of all the prevailing provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Worksmen Compensation Act 1923, Contract Labour Act 1970, Employees Provident Fund, ESI Act and Miscellaneous Provisions Act 1952 under labour laws, etc, and any other act, rules or regulations as may be enacted by the government or any modifications thereof or any other law relating thereto and rules made there under from time to time. The Service Provider would undertake to indemnify IRFC on any cost or liability it may incur on account of such non-compliance, if any. **The next payment to the contractor shall be released only after submission of proof of complying the compliances as stated above.**

- (vi) The Service Provider will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are upto the standards required by IRFC.
- (vii) The Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by IRFC and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended upto date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- (viii) The Service Provider shall on its own decide the modus operandi as to engage workers by them rendering proper and efficient services and to conform to the prescribed standards. The Service Provider shall submit a copy of the appointment letter (s) issued by it to the outsourced person(s) deployed at the office of the IRFC for discharging defined activities/ functions and summary of fulfilment of essential criteria.
- (ix) The Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the IRFC. The IRFC shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose whatsoever nor would the IRFC be liable for any claim(s) whatsoever of any person(s) of the Service Provider and Service Provider shall keep IRFC totally and completely indemnified against any such claim(s). ***Any outsourced personnel deployed in IRFC can be removed by the Service Provider at his sole discretion.***
- (x) ***No relationship whatsoever of employer and employee shall be entertained between the IRFC and the outsourced personnel engaged by the Service Provider.***
- (xi) The Service Provider shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- (xii) The Service Provider shall maintain all registers required under various Acts, which may be inspected by the IRFC as well as the appropriate authorities at any time.
- (xiii) Notwithstanding anything herein contained, the Service Provider will be liable to adequately compensate IRFC for any loss or damage occasioned by any act, omission or lapse on the part of the Service Provider or of any persons deployed by it pursuant to the Contract.
- (xiv) The engagement of outsourced person shall be purely on contract basis through the service provider.
- (xv) The agency shall ensure that the outsourced person shall at all time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of IRFC.

- (xvi) The Service Provider shall indemnify and keep IRFC indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil that may be initiated against the IRFC on account of and/or arising out of the failure of the Service Provider to adhere to any statutory requirement, or to follow such rules regulations, guidelines or procedures as may be required under any statute or directive.
- (xvii) In case the outsourced personnel deployed by the Service Provider is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced without any correspondence on the subject..
- (xviii) The Service Provider shall make actual disbursement of wages/salary to the workers and supervisor through Bank accounts. Any dispute arising out of non-payment, short payment or delayed payment has to be settled by the Service Provider and the workers engaged by Service Provider. However, under no circumstances the actual disbursement shall be less than the agreed amount
- (xix) The Police verification for background check of outsourced staff should be done invariably by the Service Provider before deployment.
- (xx) If an outsourced Support Manpower deployed is absent on a particular day or comes late/leaves early, the extant instructions prevailing in the Company in this regard and as modified from time to time will be applicable. However, no habitual late comer would be allowed to work and it will be the responsibility of the Service Provider to provide a substitute. Service Provider shall ensure that attendance of his resources deployed in IRFC or elsewhere is regulated through bio-metric machine.
- (xxi) If a worker proceeds on leave or leaves the job, it will be the responsibility of the Service Provider to provide a substitute immediately
- (xxii) The Service Provider shall ensure that they and its Support Manpower engaged in IRFC shall maintain absolute confidentiality with regard to the information regarding IRFC, its premises, clients business, assets and shall not divulge or make known to third parties and trust, accounts, matters or transactions pertaining to IRFC which may in any way come to their knowledge.
- (xxiii) It is mandatory that Service Provider provides adequate insurance cover to the outsourced persons for death, disability, sickness, etc. IRFC shall not be liable to pay or bear any premium/compensation at any stage in respect of Insurance made by Service Provider to cover the risk (death, disability, sickness) etc. Service Provider shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to IRFC and shall act all times to keep the requisite policies running.

2.7. **Leave:**

- (i) The leave to an outsourced person shall be as per the rules of the Service Provider. The Service Provider should invariably mention this in the Appointment letter issued to outsourced person.
- (ii)The sanctioning of the leave will be decided by the Service Provider in advance. *In*

case prior approval is not taken for leave, it will be considered as unauthorized absence and penalty will be as per para 3.7 of section 5 SCC.

2.8 TERMINATION OF CONTRACT- In case the services of the Service Provider are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or fails/neglects to carry out any instruction issued to it by IRFC from time to time, ***a warning letter will be issued to the Service Provider.*** In case corrective action is not taken, IRFC shall have the right to terminate the agreement without any further notice. Unsatisfactory service in this case would be frequent absence or poor attendance of support manpower, inability to provide replacement, lackadaisical work, discourteous behaviour by the support manpower, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.

2.9 FORCE MAJEURE The obligations of IRFC and the Service Provider shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure. In the event of such inability continuing for more than a week, the other party shall have the right to terminate this contract without further obligation.

2.9(i) For purposes of this clause, “Force Majeure” means an unforeseeable event beyond the control of the Service Provider and is not because of the Service Provider’s fault or negligence. Such events may include acts of God, severe earthquake, cyclone, floods, fire or explosions, epidemics, strikes/ lockouts (lasting more than 14 consecutive calendar days), civil commotion, or any other reason beyond the control of concerned party.

2.9(ii) If a Force Majeure situation arises, the party claiming the existence of Force Majeure shall within ten days or within shortest possible period without delay, as the case may be, notify the other party about the occurrence of the Force Majeure event and provide the other details of arising and ceasing of the impediment. At the end of the impediment, the party claiming the existence of Force Majeure shall provide necessary documental proof of cessation.

2.9(iii) Unless otherwise directed by IRFC in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.9(iv) Should one or both the parties be prevented from fulfilling the contractual obligations by state of Force Majeure lasting continuously for a period of six months, the parties shall consult each other regarding the future implementation of the Project.

2.10 INDEMNITY - The Service Provider shall indemnify and hold harmless to IRFC and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Service Provider or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether will full or not, and whether within or outside the premises including but not limited to any and all claims by the hired manpower.

2.11 RESOLUTION OF DISPUTES & ARBITRATION - In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract shall be settled amicably through mutual negotiation by the parties. In case the amicable settlement is not possible, the same shall be referred to the sole arbitrator as appointed by CMD/IRFC. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996. Notwithstanding any dispute between the parties, the Service Provider shall not be entitled to withhold, delay or defer its obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

2.12 JURISDICTION OF THE COURTS -Jurisdiction of courts for dispute resolution shall be Delhi only.

SECTION-5

SPECIAL CONDITIONS OF CONTRACT

3.1 PAYMENT TERMS

The lump sum amount payable by IRFC to the Service Provider every month shall include the remuneration payable for the outsourced manpower, the commission payable to the Service Provider and applicable Tax.

The aforesaid consideration will be paid by IRFC to the Service Provider within 15 days against the monthly invoices raised by Service Provider at the end of each month, in duplicate. Deduction towards *TDS* as applicable under the Income Tax Act, 1961, shall be made from all payments made to the Service Provider and in respect of such deductions *necessary certificates of Tax Deduction shall be given*. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature.

The Service Provider on award of work shall submit the breakup of gross pay in various components including statutory provisions. The Service Provider shall provide details with documentary proof every month regarding submission of statutory payments towards PF, ESI etc. in account of outsourced personnel with the appropriate authorities.

The monthly payment to the outsourced personnel shall be made as per rates quoted by 7th of every month. In case, if the 7th day happens to be a holiday or subsequent days happen to be holiday, payment shall be made on the previous working day.

3.2. OBLIGATION OF IRFC – IRFC will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Service Provider and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.

3.3 SCOPE OF SERVICE - In performing the terms and conditions of the contract, the Service Provider shall at all times act as an Independent Service Provider. The contract does not in any way create a relationship of principal and agent between IRFC and the Service Provider. The Service Provider shall not act or attempt or represent itself as an agent of IRFC. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a principal to principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances.

The Service Provider and the manpower deployed by it shall never under any circumstances whatsoever, be entitled to claim themselves to be the employee of IRFC.

The details of scope of work are as follows:-

(A) Consultant Finance

Qualification : CA/CMA

Experience : 0 – 2 years or more in Account/ Finance/Taxation.

(B) Consultant (Company Secretary)/(CSR)/HRM

Qualification : CS/MSW OR MBA

Experience : 0 – 2 years or more in Company Secretariat/
Corporate Social Responsibility/HRM

(C) Engineer (IT)

Qualification : B Tech/ BE (Computer Science / IT)

Experience : 0 – 2 years or more in working with IT Infrastructure project.

(D) Associate Finance

Qualification : CA-Inter/CMA-Inter

Experience : 0 – 2 years or more in Account/ Finance/Taxation.

(E) Retired Govt. Employees (Associates):

To assist the Corporation in dealing with specialized functions on need basis for Finance and Accounts / Administration / Procurement and implementation of Rajbhasha rules and regulations etc.

(F) Sr. Secretarial Assistant

a) **Qualification:** Graduate or three years diploma in Office Management

b) Experience: More than 5 years desirable Shorthand/Typing 80/40 WPM in English or in Hindi

Job description:

a) All sorts of typing work is to be usually carried out by using the Computer with knowledge of MS Office/Excel, Power point or any other suitable software in English/Hindi, maintenance of files of documents and other relevant works as when required by the section of IRFC.

b) Movement and maintenance of Files, Papers, within the office, including Railway and other offices at Delhi.

c) Operation of various office equipment's like photocopier, fax, telephone, printer, EPABX etc.

d) Dispatch and receipt of files, letter etc. to and from various Railway offices including various state/central Govt. Offices/PSU/Private companies & individuals.

e) Any other work assigned by IRFC in connection with smooth functioning of the office.

(G) Receptionist

- a) **Qualification:** Graduate
MS-Office (Word, Excel and Power Point)/Knowledge of EPABX Operation.

Job Description:

- (a) Attending to the Visitors.
- (b) Attending the EPABX system.
- (c) Making all the arrangements for Board Meeting/ Senior Management Meeting and other officials of IRFC.
- (d) Supervision on day to day work of Horticulture / Housekeeping functions.
- (e) Dispatch and receipt of files, letter etc. to and from various Railway offices including various state/central Govt. Offices/PSU/Private companies & individuals.

(H) Secretarial Assistant/Office Assistant/Computer Operator:

Qualification: Graduate or three years diploma in Office Management

Experience: 0 to 2 years or more desirable Shorthand/Typing 80/40 WPM in English or in Hindi MS-Office (Word, Excel and Power Point)

Job Description:

- a) All sorts of typing work is to be usually carried out by using the Computer with knowledge of MS Office/Excel, Power point or any other suitable software in English and Hindi. Maintenance of files of documents and other relevant works as when required by the section of IRFC.
- b) Movement and maintenance of files, papers, drawing, within the office.
- c) Operation of various office equipments like photocopier, fax, telephone, printer, EPABX etc
- d) Dispatch and receipt of files, letter etc. to and from various Railway offices including various state/central Govt. Offices/PSU/Private companies & individuals.
- e) Any other work assigned by IRFC in connection with smooth functioning of the office.

(I) Driver:

Qualification: Minimum 10th Pass and should have valid LMCV/HMV Licence

(J) Multi Tasking Staff:

Qualification : 8th Pass / 10th pass.

Job Description:

- (a) Cleaning of rooms, dusting of furniture and equipment in the entire office building.
- (b) Preparation and serving of tea, coffee, snacks etc. in office (raw material shall be provided by IRFC), cleaning of utensils used in the pantry etc.
- (c) Arranging and serving the business lunch/dinner/high tea etc. in the office

premises during official meetings. Cost of the lunch/dinner/tea/snacks shall be borne by IRFC.

- (d) Movement for carrying important letters, files, etc. with or without accompanying IRFC officials in the city.
- (e) Delivering the dak / letter / papers and documents to various Government / non-government offices.

(K) Any other work assigned by IRFC in connection with smooth functioning of the office.

(L) SECURITY GUARD:

Qualification : Minimum 10th pass.

Job Description

- (a) Controlling access to buildings and protecting employees, guests and the public
- (b) Responding to emergencies
- (c) Protect property
- (d) Monitoring alarms and surveillance systems
- (e) Patrolling areas and performing security checks
- (f) Writing activity and incident reports

(M) Housekeeping Boy (Safaiwala)

Job Description:

- (a) Mopping of the floor of all rooms, corridors, passages, balconies etc. with moist cloth twice every day.
- (b) Cleaning of all toilets, wash basins, corridors area including front open area outside of main gate and disposal of rubbish collected everyday by cleaning the area as specified above. Required consumable such as phenyl, brooms, mops, dusters etc. shall be provided by IRFC as per requirement.
- (c) Any other work assigned by IRFC in connection with smooth functioning of the office.

3.4 **QUANTITY VARIATION** – An item-wise excess/saving upto (+)100% in quantities/period can be done at the discretion of IRFC at the same rate and conditions with overall variation within (±)50% of contract value.

3.5 **INCOME TAX** - TDS as per rates applicable/amended under the Income Tax Act of work shall be deducted at source unless the contractor is exempted by Income Tax

Authorities.

3.6 GOODS AND SERVICE TAX (GST) - GST as applicable shall be paid by IRFC as per prevailing law. However, if any new legislation comes into effect under GST, same shall be made applicable.

- i. Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the goods and/or services applicable to invoices raised on IRFC within the contractual delivery date /period (including extension approved if any) shall be on IRFC's Account against submission of documentary evidence.
- ii. Further, in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Contractor's Account.
- iii. It would be the responsibility of the contractor to get the registration with the respective Tax authorities under provision of GST. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice in a GSTN (Goods & Services Tax Network) acceptable format indicating details elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid GSTN number along with IRFC's GSTN number as applicable for particular supply on all invoices raised on IRFC under GST Regime.
- iv. The contractor would be liable to reimburse or make good of any loss/claim by IRFC towards tax credit rejected /disallowed by any tax authorities due to non-deposit of taxes or non-updating of the data in GSTIN network or non-filing of returns or noncompliance of tax laws by the Contractor by issuance of suitable credit note to IRFC. In case, contractor does not issues credit note to IRFC, IRFC would be constrained to recover the amount including interest payable along with Statutory levy/Tax, if any, payable on such recovery.
- v. Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by IRFC as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the statutory returns as may be prescribed from time to time.
- vi. The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by IRFC.
- vii. In case, IRFC's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by IRFC by issuance of suitable credit note to IRFC. In case, contractor does not issue credit note to IRFC, IRFC would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.
- viii. IRFC shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules.

- ix. To enable IRFC to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by IRFC to avail of the ITC with respect to GST reimbursed by IRFC on materials sold to IRFC
- x. The HSN Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment.
- xi. In case, IRFC is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.
- xii. Seller shall be responsible to indemnify IRFC for any loss, direct or implied, accrued to IRFC on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time etc.
- xiii. Any benefit by way of reduction in rate of tax or increase in input tax credit arising due to introduction of GST shall be passed on to IRFC through reduction in supply value by way of commensurate reduction in Bill value.
- xiv. Any deductions/penalties/compensations levied on contractors as per the terms of the contract shall attract GST and the contractor is liable to pay the same at applicable rate along with the penalty/deduction amount.
- xv. Payment of GST is subject to reflection of Party's invoice in GSTR 2A /Anx-2 (GST New Return) of IRFC.
- xvi. Vendor has to ensure to that GSTR 2A /Anx-2 (GST New Return) is filed before the due date.

3.7 PENALTY- *Penalty for an amount of Rs.500/- to Rs.2,000/- per case per day* depending on the nature of unsatisfactory service, will be deducted from the due amount in the following conditions:

- a. Frequent late comer/absence of outsourced manpower;
- b. Any indisciplined behaviour by the outsourced manpower which includes taking alcohol, using foul language, getting involved in objectionable activities, sexual harassment etc;
- c. Discourteous behaviour towards any officer or manpower of IRFC;
- d. Not carrying out the duties in a satisfactory manner; and
- e. Damage or stealing of any asset or property of IRFC or officers and manpower of IRFC.
- f. Inability to provide replacement as per clause 2.6 (iv) (Section 4), of the Tender document.

Note: Any other officer of Corporate Office unit authorized by CMD/IRFC, would be the competent Authority to decide the penalty amount and approve the penalty.

(Section 6)

On letterhead of the Service Provider

FINANCIAL BID

To,

**Joint General Manager(HRM)
Indian Railway Finance Corporation Limited
UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg,
Pragati Vihar, Lodhi Road, New Delhi-110003**

Sub: Rates for Support Services

Sir,

We are submitting our rates for Support Services as per details given as under:

No.	Category & Qualification	Experience	Projected number of manpower	Rate Range(tentative) P.M.(Rs.)
1.	Consultant Finance CA / CMA	0 – 2 years or more in Account/ Finance/Taxation.	03	40000-80000 or as decided by IRFC
2.	Consultant (CS) Consultant (CSR) Consultant (Admn) CS/MSW OR MBA	0 – 2 years or more in Company Secretariat / CSR/Admn	04	40000-60000 or as decided by IRFC
3.	Engineer (IT) B Tech (IT /Computer Science)	0 – 2 years or more in IT Infrastructure Projects.	01	30000-50000 or as decided by IRFC
4.	Associate Finance CA-Inter/CMA-Inter	0 – 2 years or more in Account/ Finance/Taxation	03	30000-50000 or as decided by IRFC
5.	Retired Govt. Employees (Associates)	–	02	30000-60000 or as decided by IRFC
6.	Sr. Secretarial Assistant Graduate or three years diploma in Office Management	Five Years & Above	02	25000-40000 or as decided by IRFC

7.	Secretarial Assistant/ Office Assistant/ Computer Operator/ Receptionist Graduate or three years diploma in Office Management	1. Two Years & Above 2. Without Experience	07 04	1. 23000-35000 or as decided by IRFC 2. As per wages notified by Ministry of Labour and Employment Government of India. (Applicable to Graduate)
8.	Driver Minimum 10 th Pass	–	01	As per wages notified by Ministry of Labour and Employment Government of India. (revised from time to time)
9.	Multi Tasking Staff (MTS) (8 th Pass / 10 th pass).	–	12	As per wages notified by Ministry of Labour and Employment Government of India. (revised from time to time) (Applicable to 8 th / 10 Pass).
10.	Security Guard (Minimum 10 th Pass)	–	03	As per wages notified by Ministry of Labour and Employment Government of India (revised from time to time)
11.	Housekeeping Boy (Safaiwala)	–	03	As per wages notified by Ministry of Labour and Employment Government of India. (revised from time to time)
	Total Number of Support Manpower	-	45	
Agency's Commission/service charges(_____%) above on Gross Pay (in figures)				

Agency's Commission/service charges(_____%) above on Gross Pay (<i>in words</i>)

Note: The Service Provider on award of work shall submit the breakup of monthly Gross Pay in various components including statutory provision like ESI, EPF, Bonus etc.

NOTE:

1. Taxes at applicable rates will be paid as per rules of Government of India.
2. Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of IRFC.
3. Besides the categories mentioned above, IRFC may ask the Service Provider to provide other categories of manpower also on hiring basis. The essential qualifications/pay structure for such categories shall be decided by mutual agreement and the services will be provided at the agreed commission.
4. ***The Pay Range shown above are indicative only.*** Actual Gross Pay to be paid to deployed staff would be decided by Agency in consultation with IRFC from time to time, based on competency of staff. Commission/Service Charge as accepted by IRFC would be payable on the Gross Pay.
5. **T.A./DA entitlements:-**
Conveyance and other charges for official duties performed within and outside stations will be reimbursed by Placement Agency in consultation with IRFC.
6. **Performance of duty on holidays and beyond normal official hours on working days:-**

Amount of out of pocket expenses on performing duties on holidays and beyond normal working office hours on working days will be given by Placement Agency in consultation with IRFC. The placement agency is required to submit a separate bill to this account.

Service Provider's Name with signature:-

Service Provider's Address:-

Telephone/Mobile No.

Date:-

**TENDER NO.IRFC/ ENGAGEMENT OF SERVICE PROVIDER FOR OUTSOURCING
OF SUPPORT SERVICE / 05X /2020**

Annexure-I

**Performa for Experience Certificate.{on the letter head of the issuing
department}**

M/s..... has provided Outsourcing of Support Services to this department and has completed or has been discharging(*)the work/service successfully. The details are as under:-

1. Name of work/ service:
2. Agreement/contract number:
3. Nature of service provided:
4. Date of award of Service/Work:
5. Actual Date of start of service/work:
6. (*)Actual Date of completion of work/service :
7. Value of the awarded work/Service
8. (*)Total actual value of work/service during the contract period (if completed):
9. (*)In case of ongoing work/service, please indicate the annual payment for F.Y.
2017-18, 2018-19 and 2019 –2020 and till date of opening of tender

{Note: (*) Strike off whichever is not applicable }

(Name & signature of the officer with seal of the department and phone no.).

**TENDER NO. IRFC/ ENGAGEMENT OF SERVICE PROVIDER FOR OUTSOURCING
OF SUPPORT SERVICE / 05X /2020**

Annexure-II

Performa for Affidavit.{on the letterhead of the Bidder}

I _____ Proprietor/Director/Partner of the firm M/s._____ do hereby solemnly affirm that the firm M/s._____ has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

**Signature of
Proprietor/Director/Partner**

**TENDER NO. IRFC/ ENGAGEMENT OF SERVICE PROVIDER FOR OUTSOURCING
OF SUPPORT SERVICE / 05X /2020**

ANNEXURE III

FORMAT FOR SUBMITTING ELIGIBILITY BID BY THE AGENCY

S. No.	Particulars	Details			
	Name of agency				
	Address with telephone and Fax no.				
	Status of applicant (Individual/proprietorship firm/ partnership firm/ private limited/ society/ autonomous bodies (attach documentary evidence)				
	Types of the services provided (experience certificates to be enclosed)				
	Manpower details of last three years indicating no. of man month services provided in India year wise.	Name of Client	No. of Manpower months (year wise)		
		2017- 2018	2018 - 2019	2019 - 2020	Current year upto tender opening date
	Annual turnover of the last three financial years (audited financial to be enclosed with documentary evidence)	2017 - 2018	2018 - 2019	2019- 2020	Current year upto tender opening date
	EPF Establishment Registration No. (attach documentary evidence)				
	ESI Establishment Registration No.				

	(attach documentary evidence)	
	PAN No. (attach documentary evidence)	
	GST registration No. (attach documentary evidence)	
	Other registration details under other applicable labour laws. (attach documentary evidence)	
	List of Clients along with their placement turnover in number (last three years)	
	Attach satisfactory performance report from existing clients from Govt. / PSU / Autonomous Bodies.	
	Executive Summary about the Agency.	

I hereby declare that the information furnished above is correct and no fact has been concealed. I will be wholly responsible in case any discrepancy is found at any later stage.

(Signature of Authorized signatory of Agency)

Name/Designation

Office Stamp:

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

AGREEMENT

This agreement is made on this _____ day of _____ 2020 BY AND BETWEEN Indian Railway Finance Corporation Limited (IRFC), a company incorporated under the Companies Act, 1956 and having its Office, at UG-Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Pragati Vihar, Lodhi Road, New Delhi-110003. (hereinafter referred to as “IRFC” which expression shall, where the context admits, include its successors and assigns) OF THE ONE PART

AND

M/S _____ having its office at _____ (hereinafter referred to as “**THE SERVICE PROVIDER**”, which expression shall, where the context admits, include their legal heirs, executors, administrators, successors and assigns in business) **OF THE OTHER PART.**

WHEREAS:-

The Employer is desirous that certain manpower should be supplied by the Service Provider viz. Tender No. IRFC/ ENGAGEMENT OF SERVICEPROVIDER FOR OUTSOURCING OF SUPPORT SERVICE / 05X /2020 (hereinafter called “the works”), and has accepted a Bid by the Service Provider for the execution and completion of such works and the remedying of any defects therein.

1.
NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement in the following order of priority:
 - a) Letter of Acceptance of Tender
 - b) Notice Inviting Tender
 - c) Instructions to the Bidder
 - d) Terms and Conditions of Contract
3. In consideration of the payments to be made by the Employer to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenant to pay the Service Provider in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS

Where of the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorised signatory)

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Service Provider in the presence of:

Signed for and on behalf of the Employer in the presence of:

Witness:

Witness:

1.

1.

2.

2.

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.
UG- Floor, East Tower, NBCC Place,
Bhisham Pitamah Marg,
Pragati Vihar, Lodhi Road,
New Delhi — 110003

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 Contractor or Vendor 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 Contractor/Vendor resulting into a contract valued at..... for.....(Scope of Contract) and the Contractor/ Vendor 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 Contractor/ Vendor to the extent ofas aforesaid at any time up to.....(Days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor/ Vendor.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor/ Vendor 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 Contractor/ Vendor. 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 Contractor/ Vendor, 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 Contractor/ Vendor 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 Contractor/ Vendor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor/ Vendor'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, as may be desired by M/s.....whose behalf this guarantee has been given. Further the claim period for BG should be one year beyond the BG validity period.

Dated thisDay of..... (Year) at

Witness

(Authorized Signatories of the Bank)

1

.....

.....

(Signature).....

(Signature).....

(Name).....

(Name).....

(Official address).....

(Designation with Bank
Stamp) Attorney as per Power
Power of Attorney
No.....Date.....

2.

(Signature).....

(Name).....

(Official address).....

- Note: 1. This sum shall be ten percent (10%) 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.

CATEGORY & ESSENTIAL QUALIFICATION/EXPERIENCE

SN	CATEGORY	ESSENTIAL MINIMUM QUALIFICATION / EXPERIENCE	Projected Number of Manpower
1.	Consultant Finance	i) CA / CMA ii) 0 – 2 years or more in Account/ Finance/Taxation.	03
2.	Consultant (CS) Consultant (CSR) Consultant (Admin)	i) CS ii) MSW OR MBA (HR) iii) 0 – 2 years or more in Company Secretariat / CSR/Administration	04
3.	Engineer (IT)	i) B. Tech (IT /Computer Science) ii) 0 – 2 years or more in IT Infrastructure Projects.	01
4.	Associate Finance	i) CA-Inter/CMA-Inter ii) 0 – 2 years or more in Account/ Finance/Taxation	03
5.	Retired Govt. Employees (Associates)	Retired Executive(s) from Government / Bank / PSUs	02
6.	Sr. Secretarial Assistant	i) Graduate or three years diploma in Office Management ii) Five Years & Above	02
7.	Secretarial Assistant/ Office Assistant/ Computer Operator/ Receptionist	i) Graduate or three years diploma in Office Management ii) Two Years & Above iii) Without Experience	11
8.	Driver	i) Minimum 10 th Pass ii) Should have LMVC/HMV License	01
9.	Multi Tasking Staff (MTS)	i) (8 th Pass / 10 th pass).	12
10.	Security Guard	i) (Minimum 10 th Pass)	03
11.	Housekeeping Boy (Safaiwala)	–	03
Total			45

**BID SECURITY FORM
BANK GUARANTEE**

PROFORMA FOR BANK GUARANTEE FOR BID GUARANTEE
(To be stamped in accordance with Stamp Act)

M/s Indian Railway Finance Corporation
UG-Floor, East Tower,
NBCC Place, Bhisham Pitamah Marg,
Pragati Vihar, Lodhi Road,
New Delhi- 110 003

Dear Sir,

In accordance with your Tender Specification

No. _____ M/s _____ having
its Registered / Head Office at _____
(hereinafter called the "Bidder") wish to participate in the said bid for
_____ valid for _____

months from the date of bid opening is required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Documents.

We, the _____ Bank at _____ having our
Head Office at _____ Guarantee and undertake to pay
immediately on demand by Indian Railway Finance Corporation Limited (IRFC), the amount

_____ (in figures & words)

without any reservation, protest, demur and recourse. Any such demand made by said Corporation shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto _____
if any further extension of this guarantee is required the same shall be extended to such
required period (not exceeding one year) on receiving instructions from M/s
_____ on whose behalf the guarantee is issued. Further the claim period
for BG should be one year beyond the BG validity period.

In witness whereof the Bank, through its authorized officer has set its hand stamped on this
_____ day of _____ 20_____ at
_____.

Signature & Stamp of Bank

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.
 - 1) If the L – 1 Agency is MSE vendor, than 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.
 - (b) Other specifications described in this tender are mandatory requirement and will not be relaxed for any reason.
2. Other specifications described in this tender are mandatory requirement and will not be relaxed for any reason.
3. Above preferences shall be applicable to only those vendors, whose SSI/NSIC/MSME certificate contains the services as listed in this tender and should have UAM number for claiming MSME benefits as per GOI notifications from time to time.

Integrity Pact

Between

Indian Railway Finance Corporation Limited (IRFC) hereinafter referred to as “**the Principal**”
and

..... hereinafter referred to as “**The Bidder / Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/(s) forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) /Contractor(s) will not, enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) /Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s).
 - e. The Bidder(s) /Contractor(s) will when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealing".

Section 4- Compensation of Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provision.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions naturally and independently. The Monitor would have

access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman & Managing Director / IRFC.

- 3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman & Managing Director / IRFC and recuse himself / herself from that case.
- 5) The Principal 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 Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the Chairman & Managing Director / IRFC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Chairman & Managing Director / IRFC, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman & Managing Director / IRFC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be building and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director / IRFC

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(For & On behalf of the Principal)

(For & On Behalf of Bidder / Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

CHECK LIST OF DOCUMENTS.

1. There should be one main sealed envelope super scribing “**TENDER FOR ENGAGEMENT OF SERVICE PROVIDER FOR OUTSOURCING OF SUPPORT SERVICES IN IRFC, NEW DELHI.**”
2. **One sealed envelope containing the following super scribing as Technical & Commercial Bid (Part A) for engagement of Service Provider in IRFC :-**
 - 2.1 All pages of Bid document duly stamped & signed by authorized signatory;
 - 2.2 Demand Draft / bank guarantee of `3,00,000/- as EMD; and
 - 2.3 Demand Draft of `2,000/- as cost of tender form (non-refundable).
 - 2.4 Affidavit as per Annexure-II;
 - 2.5 Experience Certificate as per Annexure-I;
 - 2.6 Bidder’s details as per Annexure-III (Registration certificate for ESI, EPF, Service Tax, PAN to be attached with this Annexure) along with documentary evidences;
 - 2.7 Financial statements as per Eligibility criteria along with documentary evidences.
 - 2.8 Integrity Pact
3. **One sealed envelope containing the following super scribing as Price Bid (Part B) for engagement of Service Provider in IRFC:-**
 - 3.1 Section 6 i.e. Financial Bid of the tender document duly filled.
4. Both the envelopes i.e. Sr. No. 2 and Sr. No. 3 are kept in the main envelope as indicated at Sr. No. 1.