



**Dedicated Freight Corridor of India Limited (DFCCIL)**  
(A government of India, Ministry of Railways Enterprises)

**Corporate Communication, DFCCIL**

**NAME OF WORK**

**Notice for empanelment of advertising agencies**

**2024**

**Dedicated Freight Corridor of India Limited  
5<sup>th</sup> floor Supreme Court Metro Station Building Complex  
New Delhi 110001.**

**Cost of document : ₹ 5000 + 18% GST i.e. ₹ 5900/- (Non -refundable)**

**Address:**  
**Corporate Communication Cell,**  
DFCCIL Corporate Office,  
Supreme Court Metro Station Building Complex,  
New Delhi 110001

## NOTICE INVITING APPLICATION FOR EMPANELMENT

**Sealed bids in a single packet are invited from reputed INS accredited advertising agencies for empanelment for advertising works of DFCCIL as per following schedule :**

S.No	Details	
1	File Number	: HQ-CORP0COMM(OPBD)/1/2024
2	Name of Work	: Empanelment of Advertising Agencies
3	Duration of Empanelment	: Two Years
4	Cost of Application Form	: ₹ 5000+18%GST i.e.₹5900/-(Non-refundable)
5	Earnest Money Deposit (EMD)	: ₹ 5,00,000/- (Five Lakh Rupees Only)
6	Uploading of NIT and Application Document and DFCCIL website and Publishing of Advertisement	: 21.06.2024
7	Last Date and Time of Submission of Documents in Physical Form	: 15/07/2020 upto 15:00

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## **Document for empanelment of advertising agency by DFCCIL**

### **1. Terms and conditions of empanelment**

#### **1.1. General:**

DFCCIL proposes to empanel experienced and reputable advertising agencies accredited by the Indian Newspaper Society (INS). The empanelled agencies will be entrusted with the responsibility of producing creative artwork, releasing display advertisements, and disseminating tender notices in a judicious manner, ensuring cost-effectiveness to various newspapers publications having BOC/DAVP/CBC rates mainly within the jurisdiction of Railways and DFCCIL as well as other key cities across India. Agencies with a proven track record and expertise in meeting these requirements are encouraged to submit their proposals for consideration.

#### **1.2. Scope of Work**

##### **Creative Artwork Production:**

- Develop high-quality and visually appealing creative artwork for display advertisements and tender notices.
- Ensure that all creative material complies with DFCCIL's branding guidelines and standards.

##### **Advertisement Release:**

- Strategically plan and execute the release of display advertisements in newspapers with BOC/DAVP/CBC rates.
- Coordinate with newspapers within the jurisdiction of Railways and DFCCIL, as well as key cities across India, for optimal reach.

##### **Tender Notice Dissemination:**

- Effectively disseminate tender notices through print media, ensuring comprehensive coverage in relevant publications.
- Adhere to timelines for tender notice releases and provide documentation of the same.

##### **Cost-Effectiveness:**

- Implement cost-effective strategies for advertisement placements, negotiating favorable rates with newspapers and publications.
- Regularly evaluate and optimize advertising expenditure to maximize cost efficiency.

##### **Compliance and Accreditation:**

- Ensure strict adherence to the accreditation standards set by the Indian Newspaper Society (INS) in all advertising activities.

- Provide documentation of compliance and accreditation for each advertising campaign.

**Performance Tracking and Reporting:**

- Implement a robust system for tracking the performance of each advertising campaign.
- Generate comprehensive reports on the reach, impact, and cost-effectiveness of campaigns for DFCCIL's review.

**Periodic Review Meetings:**

- Participate in periodic review meetings with DFCCIL to discuss ongoing and upcoming advertising initiatives.
- Address any concerns or feedback and make necessary adjustments to optimise campaign performance.

**1.3. Duration of contract:**

The duration of contract will be for the period of Two (2) years from the date of issue of the letter of empanelment which can be extended by another 06 months, with the approval of Director OP&BD. The successful applicant shall be required to execute an agreement on non-judicial stamp paper worth Rs.100/- attested by notary public oath commissioner /first call magistrate. The cost of the stamp duties for the execution of the agreement will be borne by the advertising agency.

**1.4. Right to accept proposal:**

DFCCIL reserves the right to accept or reject any proposal and to annul the proposal process or to reject all proposals at any time prior to award of contract, without assigning any reason or without incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision.

**1.5. Performance Reports of Clients of the advertising agency:**

DFCCIL retains the prerogative to ask performance reports from other clients of the applicant / advertising agency. This initiative is undertaken to gain comprehensive insights into the agency's track record, capabilities, and overall effectiveness in delivering successful campaigns.

**1.6. Application procedure and Fee Payment:**

Prospective applicants are required to follow the outlined procedure for submitting their applications:

- The non-refundable cost of the application form is ₹5900 (₹5000 + 18% GST). This fee can be paid through a demand draft of ₹5900 drawn from scheduled banks in favour of "DFCCIL" or through online transfer.

Name of Account	:	Dedicated Freight Corridor Corporation of India Ltd.
Name of Bank	:	Punjab National Bank
Account No	:	05021091000019
Type of Account	:	Current
IFSC Code	:	PUNB0050210

- Applicants are advised to ensure that the correct payment details are used, and the application fee is submitted in accordance with the specified instructions.
- Application form and documents can be downloaded from the DFCCIL website (<https://dfccil.com>)
- Duly filled applications with relevant documents and annexures should be submitted in a sealed envelope addressed to DGM/CC, DFCCIL Corporate office, Supreme Court Metro Station Complex, New Delhi 110001 should be dropped in a sealed box kept in **Reception at 5th Floor office from 21.06.2024 upto 15:00 hours on 15.07.2024** in case the date fix is declared as holiday the application should be submitted on the next working day up to 15:00 hours without any further notice by DFCCIL administration.
- Application received after the stipulated date and time will not be considered.
- Applicants must also submit an application form, a demand draft of Rs.5900/ (Five thousand Nine hundred only) non refundable from scheduled bank in favour of DFCCIL city name toward the cost of application form.

## 2. Eligibility criteria:

**2.1.** The firm/company seeking empanelment is required to have a fully functional office located in the Delhi NCR. In the event that the firm/company does not currently maintain an office in the Delhi NCR, it is mandatory for them to establish a fully operational office within 15 days from the date of empanelment. Failure to comply with this requirement will result in the summary cancellation of their empanelment.

**2.2.** The empanelled agency must demonstrate a proven track record by having executed communication campaigns for Government Ministries/Departments/PSUs and/or Multilateral Institutions like UNICEF, WHO, UNDP, etc., with a minimum cumulative value of Rs. 5 Crores (inclusive of release value and agency commission) in the last financial year (FY 2022-23).

- 2.3.** The agency shall be of sound financial status with accumulative turnover of Rs. 15 Crore or more over the last three (3) financial years, specifically FY 2022-23, FY 2021-22, and FY 2020-21.
- 2.4.** The empanelled agency must hold **full accreditation from the Indian Newspaper Society (INS)**. Provisional or conditional accreditation will not be accepted. It is explicitly stated that franchise applications will not be entertained, and only applications directly submitted by the accredited agency will be considered.
- 2.5.** The empanelled agency is obligated to employ and furnish professionally qualified and experienced personnel as deemed necessary for executing the services under specific assignments from DFCCIL. It is anticipated that the agency will deploy individuals with ample experience in domains relevant to the assigned work. The agency is expected to have technically qualified and competent professionals, including designers, content writers, proofreaders, voiceover artists, and in-house/contractual English and Hindi translators. Furthermore, the agency is required to maintain high-speed internet capabilities to support efficient workflow and communication.
- 2.6.** The empanelled agency is mandated to possess ample cloud space to systematically maintain records of work online. Furthermore, the agency is required to provide DFCCIL with a designated link for convenient access to the stored records and to ensure a secure and accessible repository for all work-related documents, fostering efficient collaboration and transparency between the agency and DFCCIL.

**3. List of required Documents:**

**Applicants are required to submit the following documents along with following table as Topsheet** (Arrange documents in proper sequence mentioning serial number and Page Numbers) along with the application:

S.N	Details	Annexure	Pg No.
3.1	Duly filled application form, including complete address.	<b>A</b>	
3.2	Comprehensive details of offices located in various cities, including addresses, phone numbers (both fixed and mobile), and email IDs.	<b>B</b>	
3.3	If the firm/company does not currently have an office in Delhi NCR, a self-declaration stating the	<b>C</b>	



	commitment to establish a fully functional office in Delhi NCR within 15 days of empanelment.		
3.4	Details of ownership and organisational structure of the agency, along with copies of the Memorandum of Articles of Association / Partnership Deed/ Proprietorship Deed / Certificate of Incorporation (for companies).	<b>D</b>	
3.5	A clear statement that the agency is not a franchise, and applications submitted by franchisees will not be entertained.	<b>E</b>	
3.6	INS accreditation certificates or a self-attested certificate confirming the full accreditation status of the agency with INS, valid throughout the empanelment period.	<b>F</b>	
3.7	List of important clients including DFCCIL/other Government Ministry/ Department/PSUs/Multilaterals institutions. since last two (2) financial years (Financial Year 2022-23 & 2021-22) for which media campaigns were carried out by the agency. <ul style="list-style-type: none"> <li>• Details of media campaigns carried with duration and value (in Rs.).</li> <li>• Details of all Display Ads with value (in Rs.) published for Government of India (Central/State/PSU) in the last financial year (2022-23)</li> <li>• Details, if any, of production of software such as video/radio spots/ serial etc.</li> <li>• Self attested copies of various Work orders to be submitted.</li> </ul>	<b>G</b>	
3.8	Annual turnover duly certified by the chartered accountant of the agency with proper seal and signatures along with financial details like certified copies of Audited Balance Sheets of preceding 3 financial years (FY 2022-23, 2021-22 & 2020-21).(Certification by a Chartered Accountant/ Auditor is mandatory).	<b>H</b>	
3.9	Print Media Turnover duly certified by the chartered accountant of the agency with proper seal and signatures along with financial details like certified	<b>I</b>	

	copies of Audited Balance Sheets for the last financial year (2022-23).		
3.10	Copies of Income Tax Returns filed for the last 3 financial years (FY 2022-23, 2021-22 & 2020-21).	<b>J</b>	
3.11	Details of infrastructure like computers, printers, photocopier and other electronic/sophisticated gadgets/software at local office along with the documentary evidence in support thereof.	<b>K</b>	
3.12	List of original software available with the agency and copy of original bills and licence thereof. In case of software companies which do not issue licences, copies of original bills to be submitted.	<b>L</b>	
3.13	Names and short CVs of principal officers of the agency. The list of the technically qualified and competent professionals on rolls with the agency (especially project leads, Ad-designers, content writers, proof-readers and in-house/contractual English & Hindi translators) clearly mentioning their name, designation, academic and professional qualifications, length of service with the agency, achievements etc.	<b>M</b>	
3.14	Any two advertisements, published in the last 1 (one) Financial year (FY 2022-23), of Campaigns handled in the past by the agency.	<b>N</b>	
3.15	In case of a new office to be opened in Delhi NCR by the agency, above details to be given for the proposed hardware/software/manpower.	<b>O</b>	
3.16	Profile, Qualification, Experience & expected roles of relevant staff	<b>P</b>	
3.17	Bid Security	<b>Q</b>	
3.18	Notices (i Performance Notice, ii Performance Revocation of Performance iii 7 Days Notice & iv Termination Notice)	<b>R</b>	
3.19	Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation (Amendment) Act (Only if applicable)	<b>S</b>	

3.20	Certification by Arbitrators appointed under Settlement of Disputes - Arbitration and Conciliation Rules Conditions of Contract (Only if applicable)	<b>T</b>	
3.21	<b>Undertaking / Declaration with respect to</b> MSE consideration under Public Procurement Policy for MSEs, Order 2012 (Refer item no 8.30 of this document)		
3.22	<b>Undertaking / Declaration with respect to</b> Make in India Consideration (Refer item no 8.31 of this document)		
3.23	<b>Undertaking / Declaration with respect to</b> Restrictions of procurement/services from the bidders from countries sharing land borders with India. (Refer item no 8.32 of this document)		
3.24	<b>Undertaking / Declaration with respect to</b> Agency must be ready to ensure uninterrupted service continuity as the DFCCIL office undergoes relocation to Noida.		
<p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• All the copies of Financial documents attached with the application must be certified by the agency's Chartered Accountant, with proper seal and date. The documents, the data, other statements and details in the application may be subjected to verification (physical or otherwise) by the DGM/CC office.</li> <li>• Authorised person on behalf of the agency must affix, seal and sign on each and every page of the application, terms and conditions and all documents submitted (this is in addition to required verification / attestation). If information in any of the documents submitted is found incorrect then application would be treated as non responsive and would be summarily rejected.</li> <li>• In case of new office to be opened in Delhi NCR by the agency, if it is found that any of the information in any of the document submitted is incorrect or agency has not fulfilled the proposed requirement then the empanelment of the agency will be cancelled another agency from the list will be empanelled</li> </ul>			

#### 4. Selection Procedure:

- 4.1. Once submitted, no additions, alterations, or modifications to the documents will be permitted. However, DFCCIL reserves the right, at its discretion, to seek

clarifications from the concerned parties if necessary. An evaluation committee shall be formed for evaluation of scrutinised documents and Technical & Financial Criteria mentioned below. This ensures transparency and fairness in the evaluation process.

**4.2.** Selection will be Quality cum Cost Based Selection (QCBS) based where bidder will also be evaluated based on a Technical Parameters

**4.3. Technical Evaluation:** Offers of only those firms, which are responsive and meet the eligibility criteria based on the documents submitted by the firms shall be evaluated. The offers shall be evaluated as per the following Technical parameters:

SN	Parameter	Score	Max. Score
1	<b>Print Media Turnover for the last financial year (2022-23)</b>		
	>=5 crores and <10 crore	8	10
	>=10 crores and <15 crores	9	
	>=15 crores	10	
2	<b>Number of Display Ads Published for Government of India (Central/State/PSU) in the last Financial Year (2022-23)</b>		
	3 Projects	3.5	5
	Upto 4 Projects	4	
	Upto 5 Projects	4.5	
	6 or more Projects	5	
3	<b>Two published advertisements samples of any 2 Campaigns handled in the past. It shall be judged on the basis of Impact, artistic appeal and punch line.</b>		10
4	<b>Gross Value of Display Ads published for Central Govt./State Govt./PSU in the last Financial Year (2022-23)</b>		
	Below 5 Crores	6	10
	>=5 Crores and <6 Crores	7	
	>=6 Crores and 7< Crores	8	
	>=7 Crores and <8 Crores	9	
	>= 8 Crores	10	

<b>5</b>	<b>Experience of manpower in the agency's office/ proposed office at DFCCIL HQ city (Profiles of the personnel are given at Annexure Q)</b>		
<b>a</b>	<b>One Project Lead (Years of experience)</b>		<b>5</b>
	>=5 years and <6 years	3	
	>=6 years and < 7 years	4	
	>=7 years	5	
<b>b</b>	<b>Two Content Writers (Years of experience)</b>		<b>5</b>
	>=3 years and <4 years	3	
	>=4 years and < 5 years	4	
	>=5 years	5	
<b>c</b>	<b>Two creative Ad designers (Years of experience)</b>		<b>5</b>
	>=3 years and <4 years	3	
	>=4 years and < 5 years	4	
	>=5 years	5	
<b>6</b>	The advertising agency is required to promptly submit an on-the-spot art pull (tender) for the specified material within six hours, on a date to be notified later in the empanelment process. The submission should include versions in both Hindi and English languages. The English language material must be typeset in a 6-point font size, while the Hindi language material must be typeset in an 8-point font size. It is essential to showcase the agency's capability to achieve space efficiency without compromising on legibility and clarity.		<b>15</b>
<b>7</b>	Advertising agencies shall be required to submit on-the-spot display work in both Hindi and English on the specified subject within 3 hours of notice, as determined by the committee, throughout the empanelment process. The evaluation of the display will be based on criteria such as impact, artistic appeal, and the effectiveness of the punch line.		<b>15</b>
<b>8</b>	As part of the empanelment process, all applying agencies are required to deliver a presentation detailing the agency's profile, customer base, quality of work, past achievements, work procedures, office automation, and other relevant aspects. This presentation is scheduled for a specified date, time, and venue determined by the committee.		<b>20</b>
<b>Total</b>			<b>100</b>

For the purpose of S.No 2 in the above table, no marks will be awarded if the number of projects are less than 3.

All eligible agencies shall be listed in descending order of marks obtained and a panel comprising of not less than 2 (two) and not more than 8 (eight) advertising agencies, from the top, will be formed out of this list.

In addition to the above Technical Evaluation, the agencies will quote the cost of various services like organising Nukkad Natak, Designing of brochure, Bill Board, Book binding etc., that the DFCCIL wants them to provide. Lowest cost of each item/service shall be accepted by the remaining eligible agencies.

In case of refusal to accept the lowest rates of various services, the agencies doing so shall not be considered for empanelment.

**5. Award of contract**

DFCCIL will award the Contract and enter into an agreement with the agency finalised after the due process is completed. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.

**6. Disqualification**

- 6.1.** Canvassing or recommendations or putting pressure from any source to influence the process of empanelment of advertising agencies by DFCCIL will lead to disqualification and applications will be summarily rejected/will not be considered.
- 6.2.** DFCCIL may at its sole discretion and at any time during the evaluation of Proposal, disqualify any applicant, if the applicant has indulged in any unfair practice or not followed the professional ethics; made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years; submitted a proposal that is not accompanied by required documentation or is nonresponsive; failed to provide clarifications related thereto, when sought; declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted.
- 6.3.** DFCCIL may terminate the contract of any agency at any time for not fulfilling any of the terms and conditions.
- 6.4.** DFCCIL reserves the right not to assign reasons for declining to consider any particular application or applications.

6.5. DFCCIL also reserves the right to accept or reject any application or all applications. Incomplete and conditional applications will be summarily rejected.

## 7. **Earnest Money and Security Deposit:**

7.1. Earnest money of **Rs. One Lakh** shall be deposited with DFCCIL either through Bank Draft drawn on Nationalised Bank or online bank transfer and original money receipt should be attached with application or in form of FDR. It shall be ensured that the Bank draft is made from the agency's Account. **The earnest money amount will be adjusted in the security deposit amount of Rs. Five lakh deposited** by the agency. Earnest Money deposited (EMD) of the unsuccessful agencies will be returned latest on or before the 30<sup>th</sup> day after the formation of the panel.

7.2. The successfully empanelled advertising agency will have to submit a Security Deposit (SD) of Rs. 5,00,000/- (Rupees Five Lakhs only) within 21 days after the issue of the letter of empanelment for the due and satisfactory fulfilment of the terms and conditions.

The security deposit will be refunded on satisfactory working/completion of the empanelment period. The security deposit should be submitted in the form of fixed deposit receipt of any Nationalised Bank in favour of the Dedicated Freight Corridor Corporation of India Ltd. Bank detail is given in para 1.6 above.

## 8. **Process of Service Delivery:**

The process specified below is only for the purpose of bringing in uniformity in the service delivery and is not binding. DFCCIL may frame their own conditions as per local requirements.

8.1. For display advertisements, the agency will receive a brief from the Corporate Communication/DFCCIL Office, specifying content and size. Subsequently, the agency is responsible for producing high-quality artwork within the stipulated time frame. Copywriting, translation (if necessary), designing, typesetting, artwork creation, and the preparation of blocks and matrices for advertisement release will be borne by the agency. The agency must provide the photographs/materials necessary for the advertisement's preparation, with support from the Corporate Communication Office, DFCCIL, in terms of statistics and information. DGM/CC, DFCCIL reserves the right to select the design work as per the requirement.

8.2. Material collected from Corporate Communication/DFCCIL Office, for classified advertisements must be promptly submitted back for approval on the same day after typesetting/designing. Release Orders (RO) will be issued subsequent to the approval of the typeset material/design. The advertising agency is mandated to

release the advertisement/tender notice exclusively to the publication specified in the specific Release Order (RO) issued by DGM/CC, DFCCIL. This process ensures timely approval and adherence to the designated publication channels as outlined in the RO.

- 8.3.** Advertising agency shall also ensure that advertisements appear in the specified newspapers on a nominated date in a conspicuous and impressive manner while occupying minimum space. The agency will ensure that the language of advertisements published in the newspapers should be the same as the language of the newspapers until & unless specially mentioned on the Release Order. In case of late publication after stipulated period/date, it will be the discretion of the DGM/CC to impose penalty and / or disallow partial/total payment. Performance of agencies will be monitored on this account also.
- 8.4.** GST at applicable rates as notified by the Ministry of Finance from time to time shall be charged by an empanelled agency from DFCCIL. GSTIN of the DFCCIL shall be indicated by the advertising agency and GST shall be shown separately in the Tax Invoice."
- 8.5.** The advertising agency will be bound to obtain acknowledgement from the Newspapers at the time of delivery of advertisement material and release order. Photocopy of the acknowledgements should be kept in record as proof so that it could be ascertained that the agency has efficiently arranged to deliver the advertisement material/RO to all the newspapers in time in case of dispute.
- 8.6.** In case there is an error in publication of the advertisements as compared to advertisement's text approved by the DGM/CC, DFCCIL the advertising agency shall arrange to publish the corrigendum immediately at its own cost. No bills shall be raised or paid to the agency. DGM/CC , DFCCIL may also impose a suitable penalty in such cases.
- 8.7.** At the end of each month, agency will submit a summary of released advertisement and computerized bills in duplicate along with tear sheets of newspapers containing published advertisements and will be solely responsible for raising correct advertising bills in all respect and a certificate to the effect as mentioned below will have to be endorsed on all the bills."All the bills received from the newspapers have thoroughly been checked and found correct in all respect".
- 8.8.** It is the responsibility of the agency to ensure that correct and readable advertisement is published. Bills for Incorrect or illegible advertisements published by the newspapers should not be accepted by the agency and should be sent back



to the newspaper citing reasons for not accepting the bill. Copy of the letter should also be sent to the Corporate Communication/DFCCIL Office for information.

- 8.9.** Advertising agencies shall charge current BOC/DAVP/CBC approved rates until & unless it is specially/ otherwise stated by the DGM/CC, DFCCIL in the Release Orders. In case any newspaper mentioned in the Release Orders does not accept BOC/ DAVP / CBC rates and charges commercial rate or the newspaper does not have the contract approved by the BOC/DAVP/CBC, advertising agency prior to publication of advertisement will obtain written approval from DGM/CC, DFCCIL.
- 8.10.** The Advertising Agency will also maintain all the records of timely/delayed receipt of the advertisement bills from the newspapers and payments received from the DFCCIL, so that in case of any complaint received from newspapers, it may be examined thoroughly by DGM/CC, DFCCIL
- 8.11.** The DGM/CC, DFCCIL reserves the right to disallow a part or full payment against any bill, if any of the general or special conditions is violated.
- 8.12.** After payment of original bills at BOC/DAVP/CBC rates, no supplementary bill will be accepted, and the advertising agency will have to clarify this to the publication on their own, and no liability will be accepted on this account by DFCCIL. If BOC/DAVP/CBC reduces/ lowers advertising rates of a publication and the advertising agency comes to know about lowered rates later on, after claiming the original bill which the advertising agency has happened to claim at higher rates, it will be the sole responsibility of the advertising agency to adjust the excess paid amount from future bills of the publication if possible, failing 'which it will be responsibility of the advertising agency to refund the excess payment, if any, on this account.
- 8.13.** After publication of the advertisement, the agency will have to arrange payment of advertisement bills of the newspapers pertaining to publication of the advertisements regularly as per INS rules, failing which empanelment of advertising agency may be cancelled and security money forfeited.
- 8.14.** The DGM/CC, DFCCIL also reserves the rights to release any advertisement through any advertising agency on the panel.
- 8.15.** The DGM/CC, DFCCIL also reserves the right to use the logo, design, layout etc. prepared by any advertising agency for releasing advertisements directly for DFCCIL or through any other advertising agency or any other source as deemed fit by the DFCCIL without advertising agency's consent, which has designed the advertisement.

- 8.16.** The agency will have to ensure compliance with copyright, cyber laws, patents and other intellectual property laws, in all materials, including art work/design, supplied by them. The advertising agency will be completely liable in all such cases, and no liability shall lie with the DFCCIL.
- 8.17.** Whenever required, the agency shall have to accept and get an advertisement published at a very short notice in specified newspapers on a specified date as indicated by the DFCCIL.
- 8.18.** The DGM/CC, DFCCIL or its representative/s shall have all rights to inspect agency's premises and any record connected with the working related with DFCCIL during office hours.
- 8.19.** The DGM/CC, DFCCIL reserves the rights to add, delete or revise any of these conditions, and also include special conditions as new ones, as and when required.
- 8.20.** The DGM/CC, DFCCIL reserves the right to impose a suitable penalty for any defect in service delivery and also deduct any outstanding dues decreed by any court of law or otherwise from the Security Deposit or the running bill for deduction of DFCCIL's dues from empanelled agency's security amount on the following grounds.
- 8.21.** The empanelled agencies shall top up or reimburse the security deposit to the extent of deduction as fine within 15 days failing which it will be considered and treated as breach of the agreement.
- 8.22.** The advertising agency should supply the press Tear sheets in which the Tender Notice is published to the concerned department directly or per bearer or by post.
- 8.23.** Each empanelled agency, on their nominated day, shall collect and ensure immediate dispatch of Press releases either through e-mail or in person to all media offices. Apart from newspapers, these media may include TV channels, FM radio stations, All India Radio, News Agencies etc. No additional payment will be made for this to the agency.
- 8.24.** All payments to the agency shall be made through EFT/ECS.
- 8.25.** All creative materials, including banners, plaques, films, and reels produced by empanelled agencies, are required to be securely stored on an online cloud platform. Upon request, the agency is responsible for providing the DGM/CC office with a shareable link and a soft copy of the completed work. This centralised storage approach ensures accessibility, efficient management, and timely retrieval of creative assets when needed.

- 8.26.** The empanelled agencies shall adhere to a regular working schedule that includes Saturdays. Furthermore, they may be required to extend their services on Sundays and public holidays. In the event of urgency, agencies must be prepared to provide services beyond standard office hours and ensure timely and effective support aligned with project or operational demands.
- 8.27.** Performance of each empanelled agency will be monitored and will be kept on record for appropriate action in future.
- 8.28.** Disputes, if any, in future shall be resolved and governed by the provision of general conditions of contract as applicable to the DFCCIL and jurisdiction shall lie at the city where the DFCCIL headquarter is situated.
- 8.29.** DFCCIL, at its sole discretion, may impose a penalty, as deemed fit, on any agency for poor performance/ service during the period of empanelment.
- 8.30. MSE consideration under Public Procurement Policy for MSEs, Order 2012**
- A. As mentioned in Section 7(4) of the Ministry of MSME's Notification No. S.02119(E) dated 26th June 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Public Procurement Policy for MSEs, Order 2012.
  - B. The tender document will be provided free of cost to MSEs in compliance with clause 8.30 above.
  - C. MSEs in compliance with clause 8.30 above will be exempted from payment of earnest money deposit (EMD).
  - D. MSEs owned by scheduled Castes or Scheduled Tribes (SC/ST) Entrepreneurs may be indicated and proof of the same may be enclosed.
  - E. MSEs, who are interested in availing themselves of these benefits, will enclose with their offer valid Udyam registration. Failing which, offers may not be considered for benefits detailed in MSE notification of Government of India dated 23.03.2012.
- 8.31. Make in India Consideration:**
- Provisions for procurement/Services under Public procurement (Preference to Make in India) policy.
- (i) As stipulated in Public Procurement (Preference to Make in India) order 2017 dated 15.06.2017 and Public Procurement (Preference to Make in India) order 2017-Revision dated 16.09.2020, and subsequent amendment thereof, the offer of only class I and class II vendors shall be considered.

(ii) The bidders will indicate percentage of local content in their offer.

### **8.32. Restrictions of procurement/services from the bidders from countries sharing land borders with India**

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as stipulated in Government of India Order (Public Procurement No.1 dated 23.07.2020

### **8.33. Agency must be ready to ensure uninterrupted service continuity as the DFCCIL office undergoes relocation to Noida.**

## **9. Settlement of Disputes – Arbitration and Conciliation Rules**

**9.1. Reconciliation of disputes:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the **Managing Director" through "Notice of Dispute"** (given at **Annexure R (i) to (iv)**) provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate. Managing Director shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.

The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by the **Managing Director**, Agency and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

### **The conciliation proceedings shall be terminated:**

- by the signing of the settlement agreement by the parties on the date of agreement; or
- by written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of declaration; or
- by a written declaration of the parties addressed to the conciliator to the effect that the conciliation proceedings are terminated, on the date of the declaration; or

- by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

## 9.2 Matters Finally Determined by the DFCCIL:

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the **Managing Director** and the **Managing Director** shall, within 120 days after receipt of the contractor's representation, make and notify decisions on all matters referred to by the Agency in writing provided that matters for which provision has been made in any Clause (stated as 'excepted matter') of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the DFCCIL authority, thereon shall be final and binding on the Agency; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.

## 9.3 Demand for Arbitration:

- A. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the DFCCIL of any certificate to which the Agency may claim to be entitled to, or if the DFCCIL fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 9.2 of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.
- B. The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counterclaims or set off, given by the DFCCIL, shall be referred to arbitration and other matters shall not be included in the reference.
- C. The parties may waive off the applicability of sub-section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure-S of these conditions.
- D. The Arbitration proceedings shall be assumed to have commenced from the day a written and valid demand for arbitration is received by the DFCCIL.
- E. The claimant shall submit his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

- F. The DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.
- G. **Place of Arbitration:** The place of arbitration would be within the geographical limits of the DELHI or any other place with the written consent of both the parties.
- H. No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.
- I. If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the

DFCCIL that the final bill is ready for payment, He/they Will be deemed to have waived his/their claim(s) and the DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.

#### 9.4 **Obligation During Pendency of Arbitration**

Work under the contract shall, unless otherwise directed by the **Managing Director**, continue during the arbitration proceedings, and no payment due or payable by the DFCCIL shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

#### 9.5 **Appointment of Arbitrator:**

- A. Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off
  - o In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000/- (Rupees One Crore only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a officer of DFCCIL not below JGM Grade, nominated by the Managing Director. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by the Managing Director.
  - o In cases not covered by the above Clause, the Arbitral Tribunal shall consist of a panel of three **DFCCIL Officers** not below JGM Grade or 2 DFCCIL Officers not below JGM Grade and a retired DFCCIL Officer, retired not below the rank of GM Officer, as the arbitrators. For this purpose, the DFCCIL will send a panel of at least four (4) names of DFCCIL Officers of one or more departments of the DFCCIL which may also include the name(s) of retired DFCCIL Officer(s) empanelled to work as DFCCIL Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the **Managing Director**. Agency will be asked to suggest to **Managing Director** at least 2 names out of the panel for appointment as contractor's nominee Within 30 days from the date of dispatch of the request by DFCCIL. The **Managing Director** shall appoint at least one out of them as the contractor's nominee and

will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. **Managing Director** shall complete this exercise of appointing the Arbitral Tribunal Within 30 days from the receipt of the names of Agency's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Finance Department. An officer of AGM rank of the Accounts Department shall be considered of equal status to the officers in GM grade of other departments of the DFCCIL for the purpose of appointment of arbitrator. The serving DFCCIL officer working in arbitral tribunal in the ongoing arbitration cases as per above clauses, can continue as arbitrator in the tribunal even after his retirement.

**B. Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has not been waived off**

- In cases where the total value of all claims in question added together does not exceed Rs. 50,00,000/- (Rupees Fifty lakh only), the Arbitral Tribunal shall consist of a **Retired DFCCIL Officer**, retired not below the rank of GM, as the arbitrator. For this purpose, the DFCCIL will send a panel of at least four (4) names of retired **DFCCIL Officer(s)** empanelled to work as DFCCIL Arbitrator duly indicating their retirement dates to the Agency within 60 days from the day when a written and valid demand for arbitration is received by the **Managing Director**
  - Agency will be asked to suggest to the **Managing Director** at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by DFCCIL. The General Manager shall appoint at least one out of them as the arbitrator.
  - In cases where the total value of all claims in question added together exceed Rs. 50,00,000/- (Rupees Fifty lakh only), the Arbitral Tribunal shall consist of a panel of three (3) retired DFCCIL Officers, retired not below the rank of GM, as the arbitrators. For this purpose, the DFCCIL will send a panel of at least four (4) names of retired DFCCIL Officer(s) empanelled to work as DFCCIL Arbitrator duly indicating their retirement dates to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the **Managing Director**
  - Contractor will be asked to suggest to **Managing Director** at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by DFCCIL. The **Managing Director** shall appoint at least one out of them as the Agency's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. **Managing Director** shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Agency's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Finance Department.
- C. If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the **Managing Director** fails to act without undue delay,

- the **Managing Director** shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).
- D. The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.
- E. Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute(s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.
- F. Qualification of Arbitrator(s)
- Serving DFCCIL Officers of not below AGM Grade level
  - Retired DFCCIL Officers not below GM Grade level, one year after his date of retirement
  - Age of arbitrator at the time of appointment shall be below 70 years
- G. An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.
- H. While appointing arbitrator(s) due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who In the course of his/their duties as DFCCIL servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per **Annexure-T** shall be taken from Arbitrators also. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- I. The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.
- J. A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.
- K. A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.



- L. In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the Views of the Presiding Arbitrator shall prevail.
- M. Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- N. The cost of arbitration shall be borne by the respective parties. The cost shall Inter-alia include fee of the arbitrator(s), as per the rates fixed by DFCCIL from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at **Annexure-S** to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Ministry /DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the DFCCIL Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
- O. Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of General Conditions of Contract (GCC) applicable to DFCCIL and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause

**10. Covering letter to be submitted with the offer**

**Annexure A**

**Application for empanelment of Advertising Agencies**

To,

**Group General Manager (Operation & Business Development)**  
Dedicated Freight Corridor Corporation of India Limited  
Supreme Court Metro Station Complex, New Delhi 110001.

**Sub: Application for empanelment of Advertising Agencies.**

<b>1</b>	<b>Name of the Agency</b>		
<b>2</b>	<b>Full Address</b>		
<b>3a</b>	Document /Application Fee copy of proof of payment attached	<b>Yes</b>	<b>No</b>
<b>3b</b>	Earnest money copy of proof of payment attached	<b>Yes</b>	<b>No</b>
<b>4</b>	<b>Details of facilities/documents furnished along with application</b>		
<b>4a</b>	Agency website	<b>Yes</b>	<b>No</b>
<b>4b</b>	Income Tax Return for last 3 years attached	<b>Yes</b>	<b>No</b>
<b>4c</b>	GST Registration number provided	<b>Yes</b>	<b>No</b>
<b>4d</b>	List of creative ad designer, content writers, proof readers attached	<b>Yes</b>	<b>No</b>
<b>5</b>	<b>Details of other additional infrastructure and manpower available at local office</b>		
<b>6</b>	<b>Experience :</b>		
<b>6a</b>	List of Clients (period to be specified)	<b>Yes</b>	<b>No</b>
<b>6b</b>	Experience with Central Govt./State Govt./PSU If yes, then whether the details of name of the organization(s), period and value of campaigns furnished	<b>Yes</b>	<b>No</b>
<b>6c</b>	Experience with DFCCIL If yes, then whether the details of name of the organization(s), period and value of campaigns furnished	<b>Yes</b>	<b>No</b>
<b>7</b>	Year and place of INS Accreditation (attach the certificate)		
<b>8</b>	Certified Turnover in Rs (Crore). in last 3 years		
<b>9</b>	Willing to service on holidays/ beyond office hours	<b>Yes</b>	<b>No</b>
<b>10</b>	Any other information which the applicant feels necessary to bring to the notice of DFCCIL Administration		

I/We have perused the attached Terms & Conditions for empanelment of Advertising Agency with DFCCIL name and hereby agree to all the Terms and conditions.

**Signature:**

Name of Signing authority (In Block letters)

Date:

Place:

Stamp of the Agency

**Annexure B as per Clause 3.2**

**Comprehensive details of offices located in various cities, including addresses, phone numbers (both fixed and mobile) and email IDs.**

SN	Details	
1	<b>Name of the Agency</b>	:
2	Main HQ Office details	: Full Address : Contacts: Mobile # Phone # Email ID :
3	Other Office - 1 details	: Full Address : Contacts: Mobile # Phone # Email ID :
4	Other Office - 2 details	: Full Address : Contacts: Mobile # Phone # Email ID :
5		:

I, [Your Full Name], hereby declare and certify that the comprehensive details of offices located in various cities, encompassing addresses, phone numbers (both fixed and mobile), and email IDs, have been accurately provided above. I affirm the accuracy and completeness of the details disclosed.

Date:

(Name and Signature of Authorised Signatory)  
 Designation:  
 Mobile #  
 Phone#  
 Email ID :

**Annexure C as per Clause 3.3**

**If the firm/company does not currently have an office in Delhi NCR, a self-declaration stating the commitment to establish a fully functional office in Delhi NCR within 15 days of empanelment.**

**[Your Company Letterhead]**

To,

**GGM/Operations & Business Development**  
DFCCIL Corporate Office,  
Supreme Court Metro Station Complex,  
New Delhi.

**Subject: Self-Declaration for Establishment of Office in Delhi NCR within 15 days**

I, [Your Full Name], [Your Designation] of [Your Company Name], hereby declare and confirm that as of the date of this declaration, our firm/company does not currently maintain an office within the Delhi National Capital Region (NCR).

In consideration of our empanelment with [DFCCIL/Specify the relevant entity], I affirm our commitment to promptly establish a fully functional office in Delhi NCR within 15 days from the date of empanelment. This office will be adequately equipped to cater to the requirements of [DFCCIL/Specify the relevant entity] and efficiently handle all necessary operations, communications, and engagements.

We understand the significance of having a local presence in Delhi NCR for effective collaboration and seamless communication with [DFCCIL/Specify the relevant entity]. We are dedicated to ensuring that the new office will comply with all statutory and regulatory requirements and will be fully operational within the stipulated timeframe.

This commitment is made in good faith and with the utmost sincerity, and we shall take all necessary steps to fulfill this obligation promptly.

Thank you for considering our self-declaration. We look forward to the opportunity of working closely with [DFCCIL/Specify the relevant entity].

Sincerely,

[Your Full Name]  
[Your Designation]  
[Your Company Name]  
**[Contact Information]**

## Annexure D as per Clause 3.4

**Details of ownership and organisational structure of the agency, along with copies of the Memorandum of Articles of Association / Partnership Deed/ Proprietorship Deed / Certificate of Incorporation (for companies).**

### [Your Company Letterhead]

To,  
**GGM/Operations & Business Development**  
DFCCIL Corporate Office,  
Supreme Court Metro Station Complex,  
New Delhi.

### **Subject: Submission of Details of Ownership and Organizational Structure**

Dear [DFCCIL Authority/Empanelment Committee],

As part of our empanelment application, we are pleased to provide comprehensive details regarding the ownership and organizational structure of our agency, [Your Company Name]. Enclosed herewith are copies of relevant documents, including the Memorandum of Articles of Association, Partnership Deed (if applicable), Proprietorship Deed (if applicable), and Certificate of Incorporation for companies.

#### **Ownership Details:**

- Name of Owner/Owners: [Provide the names of all owners/partners/directors]
- Percentage of Ownership: [Specify the ownership percentage of each owner]

#### **Organizational Structure:**

- List of Key Management Personnel: [Specify the names and designations of key executives]
- Hierarchical Structure: [Provide an organizational chart depicting the hierarchical structure]

#### **Legal Entity Details:**

- Type of Entity: [Specify if the organisation is a sole proprietorship, partnership, private limited company, etc.]
- Registration Number: [Provide the registration number of the entity]
- Date of Registration: [Specify the date of incorporation or registration]



**Documents Submitted:**

- Memorandum of Articles of Association
- Partnership Deed (if applicable)
- Proprietorship Deed (if applicable)
- Certificate of Incorporation (for companies)

We affirm that the information provided is accurate and complete to the best of our knowledge. These documents are submitted in accordance with the requirements outlined in the empanelment process.

Should you require any additional information or clarification, please feel free to contact us.

Thank you for considering our application.

Sincerely,

**[Your Full Name]**

**[Your Designation]**

**[Your Company Name]**

**[Contact Information]**

**Annexure E as per Clause 3.5**

**A clear statement that the agency is not a franchise, and applications submitted by franchisees will not be entertained.**

**[Your Company Letterhead]**

To,

**GGM/Operations & Business Development**  
DFCCIL Corporate Office,  
Supreme Court Metro Station Complex,  
New Delhi.

**Subject: Declaration Regarding Franchise Status**

Dear [DFCCIL Authority/Empanelment Committee],

I, [Your Full Name], [Your Designation] of [Your Company Name], hereby declare and confirm that our agency is not a franchise. We operate as an independent entity and are not affiliated with or operating under the umbrella of any franchise arrangement.

We further state that applications submitted by franchisees or on behalf of a franchise entity will not be entertained or considered for empanelment. Our application is submitted in the capacity of an independent agency, and we have not granted any franchise rights to third parties.

This declaration is made in good faith, and we understand the implications of misrepresentation. We assure you that our agency operates as a standalone entity, and all information provided in our empanelment application is accurate and reflects our independent status.

Thank you for considering our application, and we look forward to the opportunity of working with [DFCCIL/Specify the relevant entity].

Sincerely,

[Your Full Name]  
[Your Designation]  
[Your Company Name & Contact Information]

**Annexure F as per Clause 3.6**

**INS accreditation certificates or a self-attested certificate confirming the full accreditation status of the agency with INS, valid throughout the empanelment period.**

**[Your Company Letterhead]**

To,

**GGM/Operations & Business Development**

DFCCIL Corporate Office,  
Supreme Court Metro Station Complex,  
New Delhi.

**Subject: Submission of INS Accreditation Certificate**

Dear [DFCCIL Authority/Empanelment Committee],

I, [Your Full Name], [Your Designation] of [Your Company Name], hereby submit the following documentation confirming the accreditation status of our agency with the Indian Newspaper Society (INS). This certification is valid throughout the proposed empanelment period.

**INS Accreditation Certificate Details:**

- Certificate Number: [Insert Certificate Number]
- Date of Accreditation: [Insert Date of Accreditation]
- Validity Period: [Insert Validity Period]

**Self-Attested Certificate:**

I, [Your Full Name], hereby attest that the information provided above is accurate, and our agency holds full accreditation with the Indian Newspaper Society (INS). The accreditation is valid throughout the proposed empanelment period, and we are committed to maintaining this status for the duration of our association with [DFCCIL/Specify the relevant entity].

Enclosed herewith, please find a self-attested copy of our INS Accreditation Certificate for your perusal and records.

We understand the importance of this accreditation in the empanelment process and assure you that our agency will uphold the standards set by INS throughout our engagement.





Thank you for considering our application. Should you require any additional information or clarification, please feel free to contact us.

Sincerely,

[Your Full Name]

[Your Designation]

[Your Company Name & Contact Information]

**Annexure G as per Clause 3.7**

- 1. List of important clients including DFCCIL/other Government Ministry/ Department/PSUs/Multilaterals institutions etc. since last two (2) financial years (Financial Year 2022-23 & 2021-22) for which media campaigns were carried out by the agency.**
- 2. Details of media campaigns carried with duration and value (in Rs.).**
- 3. Details of all Display Ads with value (in Rs.) published for Government of India (Central/State/PSU) in the last financial year (2022-23)**
- 4. Details, if any, of production of software such as video/radio spots/ serial etc.**
- 5. Self attested copies of various Work orders to be submitted.**

**[Your Company Letterhead]**

To,

**GGM/Operations & Business Development**  
DFCCIL Corporate Office,  
Supreme Court Metro Station Complex,  
New Delhi.

**Subject: Submission of Clientele and Media Campaign Details**

Dear [DFCCIL Authority/Empanelment Committee],

As part of our empanelment application, we are pleased to provide details on our important clients, media campaigns, and relevant work orders for the last two financial years (Financial Year 2022-23 & 2021-22). The information presented below demonstrates our experience and capabilities in handling media campaigns, including those for Government entities.

**List of Important Clients (Financial Year 2022-23 & 2021-22)**

Client 1: [Client Name]

Client 2: [Client Name]

...

**Media Campaigns Carried Out:**

- Client 1:
  - Duration: [Start Date – End Date]
  - Value: Rs. [Campaign Value]
- Client 2:
  - Duration: [Start Date – End Date]
  - Value: Rs. [Campaign Value]
- ...

**Display Ads for Government of India (Central/State/PSU) - Financial Year 2022-23:**

- [Details of Display Ads, including the value (in Rs.) published for Government of India entities during the specified financial year]

**Production of Software:**

- Details of any video/radio spots, serials, or other software produced by the agency during the last two financial years.

**Self-Attested Copies of Work Orders:**

- Enclosed herewith are self-attested copies of various work orders for your perusal and verification. These documents include details of the scope of work, deliverables, and associated values.

We affirm that the information provided is accurate and complete. Should you require any additional information or clarification, please feel free to contact us.

Thank you for considering our application. We look forward to the opportunity of working with [DFCCIL/Specify the relevant entity].

Sincerely,

[Your Full Name]

[Your Designation]

[Your Company Name & Contact Information]

**Annexure H as per Clause 3.8**

**Annual turnover duly certified by the chartered accountant of the agency with proper seal and signatures along with financial details like certified copies of Audited Balance Sheets of preceding 3 financial years (FY 2022-23, 2021-22 & 2020-21).(Certification by Chartered Accountant/Auditor is mandatory).**

**[Your Company Letterhead]**

To,

**GGM/Operations & Business Development**  
DFCCIL Corporate Office,  
Supreme Court Metro Station Complex,  
New Delhi.

**Subject: Submission of Annual Turnover and Audited Financial Statements**

Dear [DFCCIL Authority/Empanelment Committee],

As part of our empanelment application, we are pleased to provide the annual turnover of our agency, duly certified by our Chartered Accountant, along with certified copies of Audited Balance Sheets for the preceding three financial years (FY 2022-23, 2021-22 & 2020-21). This information is presented in compliance with the empanelment requirements, and all documents are certified and sealed by our Chartered Accountant/Auditor.

● **Annual Turnover:**

- Financial Year 2022-23: Rs. [Annual Turnover]
- Financial Year 2021-22: Rs. [Annual Turnover]
- Financial Year 2020-21: Rs. [Annual Turnover]
- Certification: [Chartered Accountant's Certification and Seal]

● **Certified Copies of Audited Balance Sheets:**

- Financial Year 2022-23:  
[Attach Certified Copy of Audited Balance Sheet for FY 2022-23]
- Financial Year 2021-22:  
[Attach Certified Copy of Audited Balance Sheet for FY 2021-22]
- Financial Year 2020-21:  
[Attach Certified Copy of Audited Balance Sheet for FY 2020-21]

**Certification:**

[Chartered Accountant's Certification and Seal]

Enclosed herewith, please find the above-mentioned documents for your perusal and verification. We assure you that these documents are accurate and reflect our financial standing as certified by our Chartered Accountant.

Should you require any additional information or clarification, please feel free to contact us.

Thank you for considering our application. We look forward to the opportunity of working with [DFCCIL/Specify the relevant entity].

Sincerely,

**[Your Full Name]**

**[Your Designation]**

**[Your Company Name & Contact Information]**

**Annexure I as per Clause 3.9**

**Print Media Turnover duly certified by the chartered accountant of the agency with proper seal and signatures along with financial details like certified copies of Audited Balance Sheets for the last financial year (2022-23).**

**[Your Company Letterhead]**

To,

**GGM/Operations & Business Development**  
DFCCIL Corporate Office,  
Supreme Court Metro Station Complex,  
New Delhi.

**Subject: Submission of Print Media Turnover and Audited Balance Sheets**

Dear [DFCCIL Authority/Empanelment Committee],

As part of our empanelment application, we are pleased to provide the Print Media Turnover of our agency, duly certified by our Chartered Accountant, along with certified copies of the Audited Balance Sheets for the last financial year (FY 2022-23). These documents are presented in compliance with the empanelment requirements, and all certifications are made by our Chartered Accountant with proper seal and signatures.

**Print Media Turnover (Financial Year 2022-23):**

- Print Media Turnover: Rs. [Print Media Turnover]
- Certification: [Chartered Accountant's Certification and Seal]

**Certified Copy of Audited Balance Sheet (Financial Year 2022-23):**

[Attach Certified Copy of Audited Balance Sheet for FY 2022-23]

**Certification: [Chartered Accountant's Certification and Seal]**

Enclosed herewith are the above-mentioned documents for your perusal and verification. We assure you that these documents accurately represent our Print Media Turnover and financial position, as certified by our Chartered Accountant.

Should you require any additional information or clarification, please feel free to contact us.



Thank you for considering our application. We look forward to the opportunity of working with [DFCCIL/Specify the relevant entity].

Sincerely,

**[Your Full Name]**

**[Your Designation]**

**[Your Company Name & Contact Information]**

**Annexure J as per Clause 3.10**

**Copies of Income Tax Returns filed for the last 3 financial years (FY 2022-23, 2021-22 & 2020-21).**

**[Your Company Letterhead]**

To,

**GGM/Operations & Business Development**  
DFCCIL Corporate Office,  
Supreme Court Metro Station Complex,  
New Delhi.

**Subject: Submission of Copies of Income Tax Returns**

Dear [DFCCIL Authority/Empanelment Committee],

As part of our empanelment application, we are pleased to provide copies of the Income Tax Returns filed for the last three financial years (FY 2022-23, 2021-22 & 2020-21). The enclosed documents are presented in compliance with the empanelment requirements and demonstrate our agency's financial transparency and compliance with tax regulations.

Income Tax Returns (FY 2022-23):

- [Attach Copy of Income Tax Return for FY 2022-23]

Income Tax Returns (FY 2021-22):

- [Attach Copy of Income Tax Return for FY 2021-22]

Income Tax Returns (FY 2020-21):

- [Attach Copy of Income Tax Return for FY 2020-21]

Enclosed herewith are the above-mentioned documents for your perusal and verification. These copies are true and accurate representations of our Income Tax Returns for the specified financial years.

Sincerely,

**[Your Full Name]**

**[Your Designation]**

**[Your Company Name & Contact Information]**



**Annexure K as per Clause 3.11**

**Details of infrastructure like computers, printers, photocopier and other electronic/sophisticated gadgets / software at local office along with the documentary evidence in support thereof.**

**[Your Company Letterhead]**

To,

**GGM/Operations & Business Development**  
DFCCIL Corporate Office,  
Supreme Court Metro Station Complex,  
New Delhi.

**Subject: Submission of Infrastructure Details and Documentary Evidence**

Dear [DFCCIL Authority/Empanelment Committee],

As part of our empanelment application, we are pleased to provide details of the infrastructure at our local office, including computers, printers, photocopiers, and other electronic/sophisticated gadgets/software. The information is presented in compliance with the empanelment requirements, and documentary evidence supporting the infrastructure details is enclosed herewith.

**Infrastructure Details:**

- Computers:
  - Total Number: [Specify Number]
  - Specification: [Provide Specifications, if necessary]
- Printers:
  - Total Number: [Specify Number]
  - Specification: [Provide Specifications, if necessary]
- Photocopiers:
  - Total Number: [Specify Number]
  - Specification: [Provide Specifications, if necessary]
- Other Electronic/Sophisticated Gadgets:
  - [Specify Gadgets and their Specifications]

**Software:**

- [List of Software Used]
- [Specify Any Specialized Software]

Documentary Evidence:

- Computers:
  - [Attach Purchase Invoices or Lease Agreements]
- Printers:
  - [Attach Purchase Invoices or Lease Agreements]
- Photocopiers:
  - [Attach Purchase Invoices or Lease Agreements]
- Other Gadgets/Software:
  - [Attach Relevant Purchase Invoices or Lease Agreements]

Enclosed herewith are the above-mentioned documents for your perusal and verification. We assure you that our local office is equipped with the necessary infrastructure to efficiently carry out our operations.

Should you require any additional information or clarification, please feel free to contact us.

Thank you for considering our application. We look forward to the opportunity of working with [DFCCIL/Specify the relevant entity].

Sincerely,

**[Your Full Name]**

**[Your Designation]**

**[Your Company Name & Contact Information]**

**Annexure L as per Clause 3.11**

**List of original software available with the agency and copy of original bills and licence thereof. In case of software companies which do not issue licences, copies of original bills to be submitted.**

**[Your Company Letterhead]**

To,

**GGM/Operations & Business Development**  
DFCCIL Corporate Office,  
Supreme Court Metro Station Complex,  
New Delhi.

**Subject: Submission of List of Original Software and Copies of Bills/Licenses**

Dear [DFCCIL Authority/Empanelment Committee],

As part of our empanelment application, we are pleased to provide a comprehensive list of original software available with our agency, along with copies of original bills and licenses. This information is presented in compliance with the empanelment requirements, and all relevant documents are enclosed herewith.

**List of Original Software:**

- [Specify the names of each original software used by the agency]

**Copies of Original Bills/Licenses:**

- Software 1:
  - Original Bill: [Attach Copy of Original Bill]
  - License: [Attach Copy of License]
- Software 2:
  - Original Bill: [Attach Copy of Original Bill]
  - License: [Attach Copy of License]
- ...

Enclosed herewith are the above-mentioned documents for your perusal and verification. We assure you that the software listed is duly licensed, and the original bills provide evidence of the legitimate acquisition of each software.

In the case of software companies that do not issue traditional licenses, copies of original bills are submitted as an alternative.



Should you require any additional information or clarification, please feel free to contact us.

Thank you for considering our application. We look forward to the opportunity of working with [DFCCIL/Specify the relevant entity].

Sincerely,

**[Your Full Name]**

**[Your Designation]**

**[Your Company Name & Contact Information]**

**Annexure M as per Clause 3.11**

**Names and short CVs of principal officers of the agency. The list of the technically qualified and competent professionals on rolls with the agency (especially project leads, Ad-designers, content writers, proof-readers and in-house/contractual English & Hindi translators) clearly mentioning their name, designation, academic and professional qualifications, length of service with the agency, achievements etc.**

**[Your Company Letterhead]**

To,

**GGM/Operations & Business Development**  
DFCCIL Corporate Office,  
Supreme Court Metro Station Complex,  
New Delhi.

**Subject: Submission of Names and CVs of Principal Officers and Professional Team Members**

Dear [DFCCIL Authority/Empanelment Committee],

As part of our empanelment application, we are pleased to provide details of our principal officers and a list of technically qualified professionals on the rolls of our agency. The information presented includes names, designations, academic and professional qualifications, length of service, achievements, and other relevant details. This submission is made in compliance with the empanelment requirements.

**Principal Officers:**

- [Principal Officer 1]
  - Name: [Full Name]
  - Designation: [Designation]
  - Brief CV: [Provide a Brief CV]
- [Principal Officer 2]
  - Name: [Full Name]
  - Designation: [Designation]
  - Brief CV: [Provide a Brief CV]
- ...

**Technically Qualified Professionals:**

- Project Leads:
  - Name: [Full Name]

- Designation: [Designation]
- Academic Qualifications: [Specify Qualifications]
- Professional Qualifications: [Specify Qualifications]
- Length of Service: [Specify Years/Months]
- Achievements: [Specify Key Achievements]
- **Ad-Designers:**
  - Name: [Full Name]
  - Designation: [Designation]
  - Academic Qualifications: [Specify Qualifications]
  - Professional Qualifications: [Specify Qualifications]
  - Length of Service: [Specify Years/Months]
  - Achievements: [Specify Key Achievements]
- **Content Writers:**
  - Name: [Full Name]
  - Designation: [Designation]
  - Academic Qualifications: [Specify Qualifications]
  - Professional Qualifications: [Specify Qualifications]
  - Length of Service: [Specify Years/Months]
  - Achievements: [Specify Key Achievements]
- **Proof-Readers:**
  - Name: [Full Name]
  - Designation: [Designation]
  - Academic Qualifications: [Specify Qualifications]
  - Professional Qualifications: [Specify Qualifications]
  - Length of Service: [Specify Years/Months]
  - Achievements: [Specify Key Achievements]
- **English & Hindi Translators (In-house/Contractual):**
  - Name: [Full Name]
  - Designation: [Designation]
  - Academic Qualifications: [Specify Qualifications]
  - Professional Qualifications: [Specify Qualifications]
  - Length of Service: [Specify Years/Months]
  - Achievements: [Specify Key Achievements]

Enclosed herewith are the above-mentioned details for your perusal and verification. We assure you that our principal officers and professional team members are technically qualified, experienced, and capable of meeting the requirements outlined in the empanelment process.

**Annexure N as per Clause 3.11**

**Any two advertisements, published in the last 1 (one) Financial year (FY 2022-23), of Campaigns handled in the past by the agency.**

**[Your Company Letterhead]**

To,

**GGM/Operations & Business Development**  
DFCCIL Corporate Office,  
Supreme Court Metro Station Complex,  
New Delhi.

**Subject: Submission of Sample Advertisements from Past Campaigns**

Dear [DFCCIL Authority/Empanelment Committee],

As part of our empanelment application, we are pleased to provide two sample advertisements that were published during the last financial year (FY 2022-23). These advertisements showcase the creative work and campaign execution handled by our agency in the recent past. The samples are presented in compliance with the empanelment requirements.

Advertisement 1:

- Campaign Name: [Specify Campaign Name]
- Date of Publication: [Specify Date]
- [Attach a Copy of the Advertisement]

Advertisement 2:

- Campaign Name: [Specify Campaign Name]
- Date of Publication: [Specify Date]
- [Attach a Copy of the Advertisement]

Enclosed herewith are the above-mentioned sample advertisements for your perusal and evaluation. These advertisements demonstrate our agency's capabilities in creative design, strategic planning, and effective campaign execution.

Sincerely,

**[Your Full Name]**

**[Your Designation]**

**[Your Company Name & Contact Information]**

**Annexure O as per Clause 3.11**

**In case of a new office to be opened in Delhi NCR by the agency, above details to be given for the proposed hardware/software/manpower.**

**[Your Company Letterhead]**

To,

**GGM/Operations & Business Development**

DFCCIL Corporate Office,  
Supreme Court Metro Station Complex,  
New Delhi.

**Subject: Proposal for New Office in Delhi NCR - Details of Hardware, Software, and Manpower**

Dear [DFCCIL Authority/Empanelment Committee],

As part of our empanelment application, we are pleased to present a proposal for the establishment of a new office in Delhi NCR. The details outlined below cover the proposed hardware, software, and manpower for the new office. This submission is made in compliance with the empanelment requirements.

Hardware Details for the New Office:

- Computers:
  - Total Number: [Specify Number]
  - Specification: [Provide Specifications, if necessary]
- Printers:
  - Total Number: [Specify Number]
  - Specification: [Provide Specifications, if necessary]
- Photocopiers:
  - Total Number: [Specify Number]
  - Specification: [Provide Specifications, if necessary]
- Other Electronic/Sophisticated Gadgets:
  - [Specify Gadgets and their Specifications]

Software Details for the New Office:

- [List of Proposed Software]
- [Specify Any Specialized Software]

Manpower Details for the New Office:

- Project Leads:
  - Number: [Specify Number]



- Designation: [Designation]
  - Academic Qualifications: [Specify Qualifications]
  - Professional Qualifications: [Specify Qualifications]
  - Ad-Designers:
    - Number: [Specify Number]
    - Designation: [Designation]
    - Academic Qualifications: [Specify Qualifications]
    - Professional Qualifications: [Specify Qualifications]
  - Content Writers:
    - Number: [Specify Number]
    - Designation: [Designation]
    - Academic Qualifications: [Specify Qualifications]
    - Professional Qualifications: [Specify Qualifications]
  - Proof-Readers:
    - Number: [Specify Number]
    - Designation: [Designation]
    - Academic Qualifications: [Specify Qualifications]
    - Professional Qualifications: [Specify Qualifications]
  - Translators (English & Hindi):
    - Number: [Specify Number]
    - Designation: [Designation]
    - Academic Qualifications: [Specify Qualifications]
    - Professional Qualifications: [Specify Qualifications]
- Timeline for Establishment:
- Proposed Date of Office Opening: [Specify Date]

Enclosed herewith are the above-mentioned details for your consideration. We believe that this new office will enhance our capabilities and further contribute to the success of our collaboration with [DFCCIL/Specify the relevant entity].

Sincerely,

**[Your Full Name]**  
**[Your Designation]**  
**[Your Company Name & Contact Information]**

**Annexure P**

**Profile, Qualification, Experience & expected roles of attached manpower**

SN	Profile	Qualification	Experience	Expected Role:
1	<b>Project Lead</b>	Graduate in Mass Communication / Journalism / PR	> 5 years	This person shall be the focal point of contact with DFCCIL. This person will function as the campaign manager—cum-team leader
2	<b>Content Writers</b>	Any Graduate	Must have experience of having worked on multiple platforms such as social media content, articles, blog, etc.	
3	<b>Creative Ad Designer</b>	Any Graduate with Diploma in Multimedia	Must have experience of having worked on multiple platforms such as Adobe Photoshop, Corel Draw, in Design. The person should have an experience of 3 to 5 years with at least 3 years, as graphic designer for multiple mediums.	The person will be required to create Ad designs

**(Bid Security)**

**Bank Guarantee from any scheduled commercial bank of India**

***(On non-judicial stamp paper, which should be in the name of the Executing Bank).***

**Name of the Bank: -----**

**Managing Director, DFCCIL**

**Acting through Group General Manager OP&BD  
DFCCIL,**

**Beneficiary:** Dedicated Freight Corridor Corporation of India Limited

Date:.....

Bank Guarantee No.:

Date:-----

In consideration of the Managing Director, DFCCIL acting through **Group General Manager OP&BD**, Dedicated Freight Corridor Corporation of India Limited, Supreme Court Metro Station Complex, New Delhi 110001. (*Designation & address of Contract Signing Authority*), ..... . Dedicated Freight Corridor Corporation of India Limited, ....., .... (hereinafter called "DFCCIL") having invited the bid for \_\_\_\_\_ through Notice inviting tender (NIT) No.. \_\_\_\_\_, We have been informed that . . . . . [*Insert name of the Bidder*]..... (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of [*Insert required Value of Bid Security*], in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS, ..... [*Insert Name of the Bank*], with its Branch ..... [*Insert Address*] having its Headquarters office at..... [*Insert Address*], hereinafter called the Bank, acting through ..... [*Insert Name and Designation of the authorised persons of the Bank*], have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of DFCCIL.:

1. KNOW ALL MEN that by these present that I/We the undersigned [*Insert name(s) of authorized representatives of the Bank*], being fully authorized to sign and incur

obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the DFCCIL full amount in the sum of [Insert required Value of Bid Security] as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the DFCCIL any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by DFCCIL on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by DFCCIL without any reference to the Bidder and without DFCCIL being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between DFCCIL and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by DFCCIL at any time.
6. This guarantee will remain valid and effective from.....*[insert date of issue]*till .....*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and DFCCIL herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the DFCCIL. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

<b>IFSC CODE</b>	:	
<b>IFSC TYPE</b>	:	
<b>BANK NAME</b>	:	
<b>BRANCH NAME</b>	:	
<b>CITY NAME</b>	:	
<b>ADDRESS</b>	:	
<b>DISTRICT</b>	:	
<b>STATE</b>	:	
<b>BG ENABLED</b>	:	

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the DFCCIL. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the DFCCIL.

Date .....  
 Place.....  
 Bank's Seal and authorized signature(s)  
*[Name in Block letters]* .....  
*[Designation with Code No.]*.....  
*[P/Attorney]* No. ....

**Witness:**

- 1 Signature, Name & Address & Seal
- 2 Signature, Name& address & Seal Bank's Seal  
*[P/Attorney]*No.

**Note: All *italicised* text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.**

\*\*\*\*\*

**Annexure R (i)**  
**Registered Acknowledgement Due**

**Performance Notice**

**DFCCIL**  
**(Without Prejudice)**

**To M/s**

**Dear Madam/Sir**

**Contract Agreement No.**

**In connection with**

1. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no, dated, you have failed to start service/ achieve desirable standard of services till now.
2. Your attention is invited to this office/Chief Manager's office letter no. , dated in reference to your representation, dated
3. As you have failed to abide by the instructions issued to commence the service/ achieve desirable standard of services, you are hereby given a notice to commence the service/ to make good the default, failing which further action will be taken as to terminate your Contract and complete the balance services without your participation.
4. In addition to the above, DFCCIL is also free to invite a bid to procure the balance services without your participation, starting from the date of issue of this notice.

**Kindly acknowledge receipt.**

**Yours faithfully,**

**Annexure R (ii)**  
**Registered Acknowledgement Due**

**Revocation of Performance Notice**

**DFCCIL**  
**(Without Prejudice)**

**To M/s**

**Dear Madam/Sir**

**Contract Agreement No. \_\_\_\_\_**

**In connection with \_\_\_\_\_**

1. Your attention is invited to this office/Chief Manager's office letter no. , dated in reference to your representation \_\_\_\_\_, dated \_\_\_\_\_
2. As you have improved the delivery of services since the issue of the said notice, the performance notice mentioned at para 1 above stands withdrawn.

**Kindly acknowledge receipt.**

**Yours faithfully,**

**Annexure R (iii)**  
**Registered Acknowledgement Due**

**7 Days Notice**

**DFCCIL**  
**(Without Prejudice)**

**To M/s**

**Dear Madam/Sir**

**Contract Agreement No.**

**In connection with**

1. Performance Notice was given to you under this office letter of even no., dated but you have taken no action to commence the services / improve the quality of the services to the specified standards.
2. You are hereby given 7 days notice to commence the service to make good the default, failing which further action to terminate your Contract and complete the balance services without your participation will be taken.
3. If your performance does not improve, on expiry of this period, a notice for termination of the above contract shall be Issued to you under which your contract shall stand rescinded and the services under this contract will be earned out independently without your participation and your Performance Guarantee shall also be encashed forfeited and consequences which may please be noted.

**Kindly acknowledge receipt.**

**Yours faithfully,**



**Registered Acknowledgement Due**

**Termination Notice**

**DFCCIL  
(Without Prejudice)**

**To M/s**

**Dear Madam/Sir**

**Contract Agreement No.**

**In connection with**

In connection with Seven days (7 days) notice was given to you under this office letter of even no. \_\_\_\_\_ dated \_\_\_\_\_ but your performance has not Improved/ you have taken no action to commence the services/ improve the quality of the services to the specified standards. Since the period of 7 days' notice has already expired, the above contract stands rescinded and the balance services under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner In any manner as an individual or a partnership firm is hereby debarred from participation in the Bid for executing the balance services and your Performance Guarantee shall also be encashed/ forfeited.

In addition, your participation as well as participation of every member/ partner in any manner as an individual or a partnership firm is hereby debarred from participation in the bid for executing any work being tendered by the said DFCCIL for a period of two years from the date of issue of this letter.

**Kindly acknowledge receipt.**

**Yours faithfully,**



**Annexure- S**

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

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

Brief of claim:

- a. Claim 1- Detailed at Annexure-
- b. Claim 2 -
- c. Claim 3 -

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

I/we \_\_\_\_\_do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

**Signature of Claimant      Signature of Respondent**

Agreement under Section 31(5)

I/we \_\_\_\_\_(Name of claimant) with reference to agreement no. hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 9.5(h).

**Signature of Claimant      Signature of Respondent**

\* Strike out whichever not applicable.

## Annexure-T

### **Certification by Arbitrators appointed under Settlement of Disputes - Arbitration and Conciliation Rules Conditions of Contract**

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. I do not have more than ten on-going Arbitration cases with me.
5. I hereby certify that I have retired from Railways w.e.f. and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act-1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind

Or

I have past or present relationship in relation to the subject matter in dispute. Whether financial, business, professional or other kind. The list of such interests is as under:

7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:

8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration