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**INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED**

**E-TENDER DOCUMENT**

**E-TENDER NO. IRCTC/SCZ/RNP/BSP/CAPS/2021** dated 09.03.2021

**E-Tender for Supply of Alaska 27 mm HDPE Caps at Rail Neer Plant, Bilaspur (Chhattisgarh)**

Last Date and Time of **Submission** : **31.03.2021 by 15:30 hours**

Date and Time of **Opening** of E-Tenders : **31.03.2021 at 16:00 hours**  
(Technical Bid – Stage- A)

Place of Opening of E- Tenders : M/s Indian Railway Catering and Tourism Corporation Ltd.  
South Central Zone, # 9-1-129/1/102, 1st Floor,  
Oxford Plaza, S.D Road, Secunderabad – 500003,  
Ph. 040-27702401

Address for Communication : Plant Manager  
Indian Railway Catering and Tourism Corporation Limited  
Rail Neer Plant, Plot No. 22 & 23, Sector B,  
Sirgitti Industrial Area, Bilaspur dist. (C.G) - 495004

Earnest Money Deposit : **NIL, to submit Bid Securing Declaration**

Approx. value of E-Tender : **Rs. 49.51 Lakhs**

E-Tender form Price: : **NIL**

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**DISCLAIMER**

- The information contained in this Bid document or subsequently provided to the Bidder(s), whether verbally or in documentary form by or on behalf of the IRCTC or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Bid Document or any other terms and conditions subject to which information is provided.
- This request for Bid document is not an agreement and is not an offer or invitation by IRCTC to any party other than (Bidders) the applicants who are qualified to submit their proposals to IRCTC.
- The objective of the Bid document is to provide the prospective Bidder(s) with all the relevant information to assist the formulation of proposals or Bids.
- The Bid document may not be apposite for all persons interested in bidding as it is not possible for the IRCTC or any of their employees or advisors to take into consideration the financial and investment objectives, financial situation as well as specific needs of each party who reads or uses this Bid document.
- The prospective bidders should conduct detailed analysis and study for authenticating the accuracy and completeness of the information provided in the Bid document and wherever necessary obtains independent opinion from appropriate sources.
- The IRCTC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations about the accuracy, reliability or completeness of the bid document.
- The IRCTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid document.



**INDIAN RAILWAY CATERING AND TOURSIM CORPORATION LIMITED.**

**NOTICE INVITING E-TENDER**

**Sub: E-Tender for supply of Alaska 27 mm HDPE Caps**

**E-TENDER NO. IRCTC/SCZ/RNP/BSP/CAPS/2021 dated 09.03.2021**

1. E-Tenders are invited by Indian Railway Catering and Tourism Corporation Limited for supply of Alaska 27 mm HDPE Caps as per the specifications laid down in this E-Tender Document.

Description of Item	Approximate Value of tender (Rs.)	Approx. E-Tendered Qty (No.)	
Supply of Alaska 27 mm HDPE Caps as per Technical Specifications mentioned in <b>Annexure IV</b>	<b>49.51 Lakhs</b>	<b>1 (One) Year for Bilaspur plant</b>	<b>2, 40,00, 000 (240 Lakhs )</b>

2.0. Date and Time of opening of the Tender: 31.03.2021 at 16:00 hours

2.1. Contract Period: - One (01) year. Purchaser reserves the right to extend the Contract for a further period of six (06) months on the same rates, terms and conditions.

Note:

- (i) Minimum 25 % of procurable quantity (sub target 4% quantity is earmarked for SSI/MSE owned by SC/ST entrepreneurs and 3 % for MSMEs owned by Women entrepreneurs ) is to be taken from SSI/MSE firms if they fulfill relaxed eligibility criteria for SSI/MSE firms along with other conditions mentioned in this tender document. However there is no bar in awarding more than 25 % procurable quantity from SSI/MSE firms. . In any case the quantity awarded to SSI/MSE firms cannot be more than their manufacturing capacity mentioned in their SSI/MSE certificate.

For example if any SSI/MSE firms is fulfilling eligibility and other requirements for full tender quantity but its manufacturing capacity mentioned in its SSI/MSE certificate is only 60% of tender quantity the firm will be given order for 60% quantity only.

MSE firms are also requested to note clause 3.5 of Instruction to Tenderers which is to be complied from 01.04.2018.

- (ii) IRCTC intends to split quantities among two lowest eligible bidders in order to maintain uninterrupted supplies in the ratio of 70:30 by giving counter offer to L2 firm. Incase, L2 firm does not accept counter offer 100% quantity will be given to L1 bidder making his quantity to 100%.

3. IRCTC reserves the right to reject any or all the tenders without assigning any reason thereof.

4. EMD for the given tender is NIL. However, the bidders are required to submit/upload "**Bid Securing Declaration**" signing that "I/We hereby understand and accept that if I/We withdraw or modify my/ our bids during the period of validity , or if I/We are awarded the contract and on being called upon to submit the Performance Security/ Security Deposit, fail to submit the Performance Security/Security Deposit, before the deadline defined in the request for bid document/ Notice Inviting Tender, I/We shall be ready to face action as per Terms and conditions of Tender document."The said declaration shall be submitted under the letter-head of the bidders as per format at (Annexure IX). Bids uploaded without "Bid Securing Declaration" shall not be entertained & same will be summarily rejected.

5. This E- Tender consists of two Parts – **Technical Bid – Stage-A and Financial Bid –Stage-B.** The Bids should be submitted in two separate Stages following the procedure laid down in the clause **2.0**of instructions to E- Tenderers.
6. The E- Tender shall remain open for acceptance for 120 days from the date of opening of E-Tender.
7. Indian Railway Catering and Tourism Corporation Limited, reserves the right to reject any/all E- Tenders without assigning any reason.
8. The Notice Inviting E- Tender and the enclosed Specifications, Instructions to E- Tenderers, Standard Conditions, Special Conditions, Technical Criteria, Offer Forms, E-Tender Schedule, Bid Security Declaration shall form the Part of E- Tender Document. This document consists of **36pages**including one index page and one cover Page.
9. Interested applicants can download the E-Tender documents from IRCTC website [www.irctc.com](http://www.irctc.com), [www.tenderwizard.com](http://www.tenderwizard.com) from 09.03.2021 to 31.03.2021 and submit the completed documents with Tender Document on or before 31.03.2021 by 15:30 hours.



# **INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED**

(A Government of India Undertaking)

## **INSTRUCTIONS TO E-TENDERERS**

The Indian Railway Catering and Tourism Corporation Limited (IRCTC) hereinafter called the Purchaser, proposes to obtain sealed quotations from manufacturers of Alaska 27 mm HDPE Caps in accordance with the instructions following hereafter.

1. General:

Date & Time up to which offers will be received : **31.03.2021 by 15:30hours**

Date & Time of Opening of Technical Bid(Stage-A) :

Time of Opening Financial Bid (**Stage-B**) : To be intimated separately to The E-Tenderers short-listed on the basis of technical bids.

The E-Tender to be addressed to : **Group General Manager**  
M/s Indian Railway Catering and Tourism Corporation Ltd.  
South Central Zone, # 9-1-129/1/102, 1st Floor, Oxford Plaza,  
S.D Road, Secunderabad – 500003,

Ph. 040-27702401

- i. This Tender Document can only be viewed at <http://www.irctc.com> & <http://www.tenderwizard.com/IRCTC> and will be submitted/received only at <http://www.tenderwizard.com/IRCTC>, electronically only as prescribed in "Instructions to the Tenderers".
- ii. EMD for the given tender is NIL. However, the bidders are required to submit/upload "**Bid Securing Declaration**" signing that " I/We hereby understand and accept that if I/We withdraw or modify my/ our bids during the period of validity , or if I/We are awarded the contract and on being called upon to submit the Performance Security/ Security Deposit, fail to submit the Performance Security/Security Deposit, before the deadline defined in the request for bid document/ Notice Inviting Tender, I/We shall be ready to face action as per Terms and conditions of Tender document." The said declaration shall be submitted under the letter-head of the bidders as per format at (Annexure IX). Bids uploaded without "Bid Securing Declaration" shall not be entertained & same will be summarily rejected.
- iii. To participate in the E- Tender, it is mandatory for the bidders to register themselves with M/s ITI without any payment on the website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) and obtain User ID & password which is required for submitting the tender. It may please be noted for submission of bid; Class- III digital signature certificate will be required.
- iv. **Technical Bid** shall be uploaded along with **Financial Bid**, including all Annexures, with supporting documents.
- v. The applicant should upload complete set of documents in support of Eligibility Criteria.
- vi. Corrigendum/Addendum to this Tender, if any, will be published on website [www.irctc.com](http://www.irctc.com), [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC), only. No newspaper press advertisement shall be issued for the same.

- vii. For any difficulty in downloading & submission of tender document on website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC), please contact at **tenderwizard.com** Cell no: **7097763880, 8247482565** E-mail ID: [helpdesk705@gmail.com](mailto:helpdesk705@gmail.com) .
- viii. The digital signature of the bidder on the E- tender form will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. No deviations are permitted in any condition of tender including Technical, Commercial and Financial conditions.
- 2.0 This E-Tender is based on Two stage bid system i.e. “Technical Bid – Stage A” and the second one “Financial Bid – Stage B”.
- 2.1 **Technical bid – Stage- A:** This shall form the basis of ascertaining the Technical and Financial credentials of the Tenderer and also the suitability of the Alaska 27 mm HDPE Caps supplied by him in terms of the quality parameters. Documents to be scanned and uploaded with Technical bid are as follows:
- All the details/relevant self-attested documents as per Technical Criteria (Annexure-III). Duly filled Technical Criteria (Annexure-III) stamped, dated and signed.
  - Bid Securing declaration under the letter-head of the bidders as per format at (Annexure IX).
  - Documents in support of requirements mentioned in technical specification (Annexure-IV).
  - The offer form (marked as Technical Bid – Part A) (Annexure – V) stamped, dated, and signed.
  - All the documents, in support of Technical Bid should be self-attested and uploaded.
- 2.2 **Financial bid - Stage B:** This shall consist of Offer Form for Financial bid and the E-Tender schedule duly filled in the format specified herein in accordance with the instructions and other relevant provisions mentioned in this E-Tender document.

The Offer form (for Financial Bid – Part B) (Annexure – VII)-To be filled electronically only through Tender site.

### **3.0 Benefits to registered SSI /MSEs firms:**

- 3.1 Ministry of Micro, Small and Medium Enterprises (MSME) vide letter no. 21(1)2011-MA dated 25.04.2012 has notified a new public procurement policy for Micro and Small Enterprises (MSEs). Whereby the small scale units (SSI) / Micro and Small Enterprises (MSEs) can avail the following benefits if registered with (i) District Industries Centers or (ii) Khadi and Village Industries Commission or (iii) Khadi and Village Industries Board or (iv) Coir Board or (v) National Small Industries Corporation or (vi) Directorate of Handicrafts and Handloom or (vii) any other body specified by Ministry of Micro, Small and Medium Enterprises.
- Issue of E-Tender form free of cost.
  - Exemption from payment of Earnest Money Deposit.
  - In E-Tender, Participating Micro and Small Enterprises quoting price within price band of L1+15 % shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise can be together ordered up to 25% of the total E-Tendered quantity.

These benefits shall be given only if the firm / company annex with bid duly attested copy of a valid SSI / MSE registration certificate and the item “**manufacture of plastic products/ manufacture of other plastic products**” are mentioned in his SSI / MSE registration certificate.

- 3.2 Special provisions for SSI / MSEs owned by Scheduled Castes or Scheduled Tribes and women entrepreneurs:** Out of 25% quantity of this E-Tender for SSI / MSEs a sub target of 4% quantity of this E-Tender is earmarked for procurement from SSI /MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs and women entrepreneurs. Provided that, in event of failure of such Micro and Small Enterprises to participate in E-Tender process or meet E-Tender requirements and L1 price, 4% sub target for procurement earmarked for SSI /MSEs owned by Scheduled Caste or Scheduled Tribe entrepreneurs and 3% women entrepreneurs shall be met from other registered SSI /MSEs.
- 3.3** The SSI /MSE who are interested in availing themselves of these benefits shall enclose with their offer the proof of their being SSI /MSE registered with any of the agencies mentioned in the para 3.1 above.
- 3.4** IRCTC reserves the right to award the contract to SSI / MSE units only up to their manufacturing capacity given in their SSI / MSE registration certificate.
- 3.5** As per letter 21(17)/2016-MA dated 06.04.2018 of Ministry of MSME, declaration of UAM number by the vendors on CPPP is mandatory from 01.04.2018. All MSME bidders have to upload a document along with other credentials in IRCTC tender that they have declared UAM number on CPPP failing which such bidders will not be able to enjoy the benefits as per PP Policy for MSMEs order, 2012.
- 4.0 Validity:**
- 4.1** The submission of any offer connected with these specifications and documents shall constitute an undertaking that the Tenderer shall have no cause for and claim, against the purchaser for rejection of the offer. The purchaser shall always be at liberty to reject or accept any offer at his sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against the purchaser.
- 4.2 The offer shall be kept valid for acceptance for a minimum period of 120 (One Hundred Twenty) days from the date set for opening of E-Tender.**
- 4.3** Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the purchaser to the Tenderer. While the offers are under such consideration, E-Tenderers and/or their representatives or other interested Parties are advised to refrain from contacting the purchaser by any means. If necessary, the purchaser will obtain clarifications on the offers by requesting for such information from any or all the E-Tenderers, in writing, as may be considered necessary. E- Tenderers will not be permitted to change the substance of their offers after the offers have been opened.
- 5.0 E-Tender Evaluation:** The entire process of evaluation of the offers shall be in two stages:
- **Stage-A:** The Technical bid of all the offers that are received within the date and time mentioned herein shall be opened in presence of those Tenderers or their authorized representatives who choose to be present at the time of opening of the E-Tender. The technical suitability of the Tenderers shall be evaluated based on the verification of the document submitted by Tenderer with the technical bid. The financial bid of only those



Tenderers shall be opened who are shortlisted in stage-A.

- **Stage - B:** The date and time of opening of the Financial Bid – **Stage -B** shall be intimated to the shortlisted Tenderers and shall be opened at such appointed date and time in the presence of those Tenderers or their representatives who choose to be present. In addition, the following shall also apply.
  - a) During E-Tender evaluation, the purchaser may, at its discretion, ask the Tenderer for a clarification of its E-Tender. The request for clarification and responses shall be in writing. **Clarification by IRCTC may be sought only on the documents submitted by tenderer as required in the technical criteria and no further documents shall be asked to submit in any case.** No change in the price or substance of the E-Tender shall be sought, offered or permitted, in response.
  - b) The E-Tenders received will be evaluated by the Purchaser to ascertain the lowest acceptable E-Tender in the interest of purchaser, as specified in the specification and E-Tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of the offers.

## **6.0 Rates**

- 6.1** The Tenderers should quote ex-works rates excluding GST which shall be paid extra by the Purchaser; and the rate of GST, as applicable on the date of opening of E- Tender, should be separately quoted in the E- Tender schedule. The offers with ex-works rates quoted inclusive of GST are likely to be rejected. Freight (Rs. per Cap) should be mentioned separately.
- 6.2** The Tenderers are required to quote a single ex-works rate, subject to price variation clause as mentioned in clause no.3 of the Special Conditions of Contract, applicable for the entire contract period for all destinations. The GST and freight charges should be mentioned separately in the space provided in the Tender schedule.
- 6.3** The rates finalized against this E- Tender shall be valid for a period of **one year** from the date as will be mentioned in the letter of acceptance. The purchaser reserves the right to defer deliveries (i.e. slowdown the supplies) and enhance delivery period up to **6 (six) months** beyond the due date of delivery on the same rates, terms and conditions.
- 6.4** The Purchaser may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 6.5** Prior to the detailed evaluation, the Purchaser will determine whether each bid is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the E- Tender Documents without material deviations, exceptions, objections, conditionalities or reservations. A material deviation, exception, objection, conditionality or reservation is:
  - a. One that limits in any substantial way the scope, quality or performance of the product/material/stores.
  - b. One that limits, in any substantial way that is inconsistent with the E- Tender documents, the Purchaser rights or the successful bidders obligations under the contract; and
  - c. One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by the Purchaser and may not

subsequently be made responsive by the bidder by correction of the nonconformity. The Purchaser's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by the Purchaser in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.

7.0 **Earnest Money:**

7.1 Tenderers are required to **submit/upload "Bid Securing Declaration" accepting that "I/We hereby understand and accept that if I/We withdraw or modify my/ our bids during the period of validity , or if I/We are awarded the contract and on being called upon to submit the Performance Security/ Security Deposit, fail to submit the Performance Security/Security Deposit, before the deadline defined in the request for bid document/ Notice Inviting Tender, I/We shall be ready to face action as per Terms and conditions of Tender document." The said declaration shall be submitted under the letter-head of the bidders as per format at (Annexure IX). Bids uploaded without "Bid Securing Declaration" shall not be entertained & same will be summarily rejected.**

8.0 E- Tenders are not transferable. The purchaser reserves the right to reject any or all of the E-Tenders in part or full at his sole discretion without assigning any reasons.

9.0 E- Tenderers are invited to quote their rates in the enclosed schedule in accordance with the above instructions and special conditions of contract.

10.0 E- Tender will be accepted online only not any form of submission will be accepted other than online.

11.0 The purchaser reserves the right to split quantities among more than one supplier on account of credentials, technical capability, past performance or any other evaluation criteria in order to maintain uninterrupted supplies. The decision of the Purchaser in this regard shall be final and binding upon the bidders and their quoted rates shall remain firm irrespective of the quantities allocated. The Tenderers are at liberty to E- Tender for whole or part of the Tendered quantity.

12.0 The E- Tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paragraphs are completely and correctly fulfilled. E- Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.

13.0 **Discrepancies:**

Should there be any difference or discrepancy in the description of item appearing at more than once, the following order of preference shall be observed:

1. Notice inviting-Tender
2. Instructions to the bidders
3. Financial bid
4. Technical Criteria
5. Technical Specification
6. Special condition of contract
7. Standard condition of contract

**14.0 Withdrawal of Bids-**

**14.1 If Firm is L-1 after opening of tender and withdraws offer before issue of LoA.**

Tender will be discharged and retendered. The firm (L1) will be debarred for 01 (one) year for participating in all future tenders of IRCTC. After one year, offer of the firm will only be considered on submission of EMD.

**14.2 If Firm exit from contract after issue of LoA before commencement of supplies without depositing Security Deposit amount.**

LOA will be cancelled and retendered. The firm (L1) will be debarred for 01 (one) year for participating in all future tenders of IRCTC. After one year, offer of the firm will only be considered on submission of EMD.

**14.3 If Firm Exit from contract after depositing Security Deposit amount and after commencement of supplies.**

The contract will be terminated and retendered. The firm (L1) will be debarred for 01 (one) year for participating in all future tenders of IRCTC. After one year, offer of the firm will only be considered on submission of EMD.

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**INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED**  
(A Government of India Undertaking)

**STANDARD CONDITIONS OF CONTRACT**  
(For supply of Material or Stores)

**A. Definitions and Interpretation**

100. In the Contract, Unless the context otherwise requires;
101. “*Consignee*” means where the stores are required by the acceptance of E-Tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of E-Tender to whom they are to be delivered at the destination; where the stores are required by the acceptance of E-Tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of E-Tender to be delivered in the manner therein specified;
102. “*Contract*” means and includes the *invitation to E-Tender, instructions to E-Tenderers, E-Tender, acceptance of E-Tender, Technical Specifications, Technical Criteria, Standard Conditions to Contract, Special Conditions of Contract, Particulars* and the other conditions specified in the acceptance of E-Tender and includes a repeat order which has been accepted or acted upon by the/ for the contractor and a formal agreement, if executed;
103. The “*Contractor*” means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractors’ successors (approved by the Indian Railway Catering and Tourism Corporation Limited.) representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract;
104. “The Inspecting Officer” means the person specified in the contract for the purpose of Inspection of stores or works under the contract and includes his authorized representative;
105. “Particulars”: include–
- (a) Specifications;
  - (b) Drawing;
  - (c) Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract;
106. “Purchaser Officer” means the officer signing the acceptance of E-Tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
107. “The Purchaser” means the Indian Railway Catering and Tourism Corporation Limited. (IRCTC).
108. “Site” means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose.

109. "Stores" means the goods specified in the contract, which the contractor has agreed to supply under the contract.
110. "Test" means such test as is prescribed by the Particulars or considered necessary by the Inspecting Officer whether performed or made by the inspecting Officer or any agency acting under the direction of the Inspecting Officer;
111. "Unit" and "Quantity" means the unit and quantity specified in the contract'
112. The *delivery of the stores* shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the inspecting Officer if so provided in the contract, to-
  - (a) the consignee at his premises ; or
  - (b) where so provided the interim consignee at his premises ; or
  - (c) a carrier or other person named in the contract for the purpose of transmission to the consignee, or
  - (d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
113. The heading of these conditions shall not affect the interpretation or construction thereof.
114. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended), or the Indian Contract Act, 1897 (as amended), as the case maybe.
115. References to clauses in this Contract/Agreement/Document are to clauses of this Contract/Agreement/Document.
116. This Contract shall be governed by the Laws of India for time being in force.
117. Reference to any Statute or Statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
118. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of E-Tender has been issued.
119. The Courts of the place from where the acceptance of the E-Tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the Contract.
120. Any notices required to be given under this agreement/contract shall be in writing and shall be deemed to have been served if sent by registered/airmail/courier post correctly addressed to the Parties to this Contract.
121. Words importing the singular shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and Partnerships and vice versa. References to whole shall include the part and vice versa.

**B. General**

200. **Parties:** The Parties to the contract are the Contractor and the Purchaser, as defined in Clauses 103 and 107.

201. Authority of person signing the contract on behalf of the Contractor.

A person signing the E-Tender or any other document in respect of the Contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize making of a purchase of the stores at the risk and cost of such person, and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of Clause 1100 (b) shall apply to every such purchase as far as applicable.

202. Address of the Contractor and notices and communications on behalf of the Purchaser-

(a) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the E-Tender shall be address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgment due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

(b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by courier or by hand delivery at the option of such officers.

**300. Contract**

301. This E-Tender is for the supply of the stores of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer. The stores shall further be in all respects acceptable to the Inspecting Officer.

302. Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract incorporated in a formal instrument (Rider Agreement) or in exchange of letters and signed by the Parties.

303. The failure to exercise or delay in exercising a right or remedy under this Contract shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or Partial exercise of any right or remedy under this contract shall prevent any further exercise of any right or remedy or the exercise of any other right or remedy. The rights and remedies contained in this agreement are cumulative and exclusive of any rights or remedies provided bylaw.

304. The invalidity, illegality or unenforceability of any provision of this Contract shall not affect or impact the continuation in force of the remainder of this agreement.

305. Nothing in this Agreement shall be construed as creating a Partnership or joint venture of any kind between the Parties or as constituting either Party as the agent of the other Party for any purpose whatsoever and neither Party shall have the authority or power to bind the other Party in any way or for any purpose.

306. Each Party shall undertake with the other to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of the Contract/Agreement.

**400. Corrupt Practices**

Contractor is expected to observe the highest standard of ethics during the execution of this contract. In pursuit of this policy, the Purchaser:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- I. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- II. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of competition;

b. Will reject a proposal for award if it determines that the Bidder/contractor being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

**401. Breach of Contract:**

Any breach of the terms and conditions mentioned in the E-Tender document by the Contractor, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the committing of any offence by the Contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of Clause 1100.

402. Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by the Purchaser from the Contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the Contractor.

**500. Indemnity**

The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

**501. Risk in the Stores**

The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent Part thereof, whether in the possession



or control of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery or the consignee at the stipulated place or destination or, where so provided in the acceptance of E- Tender, until their delivery to a person specified in the contract as interim consignee for the purpose of dispatch to the consignee.

#### **600. Security Deposit**

601. Unless otherwise agreed between the Purchaser and Contractor, the Contractor shall, after written notices of acceptance of the E-Tender has been posted to the Contractor, deposit with the Corporation (in the form of Demand Draft in favour of “Indian Railway Catering and Tourism Corporation Limited” drawn on scheduled commercial bank payable at Secunderabad) a sum equal to **3 (three) percent** of the total value of the stores detailed in the contract for which the E-Tender has been accepted, subject to a maximum of **Rs. 10,00,000/- (Rupees Ten lakh only)** as a security for the due fulfillment of the contract. No interest will be payable on the Security Deposit.

602. If the Contractor, having been called upon by the Purchaser to furnish security fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser-

- (a) to recover from the Contractor the amount of such security deposit by deducting the amount from the bills of the Contractor of the Contract or pending bills of the Contractor under any other contract with the Purchaser, or
- (b) to cancel the contract or any Part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clause 1100 (b) shall apply as far as applicable.

603. No claim shall lie against the Purchaser in respect of interest on Security Deposit or depreciation thereof.

604. The Purchaser shall be entitled and it shall be lawful on his Part to forfeit the said security deposit in whole or in Part in the event of any default, failure or neglect on the Part of the Contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the Purchaser or any Part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

#### **C. Execution of Contract (Delivery, Acceptance and Rejection etc.)**

700. The Contractor shall as may be required by the Purchaser either deliver free or FOR or CIF at the place/places detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered or dispatched not later than the dates specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the inspecting officer as provided in the contract.

701. Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor’s premises, property in the stores shall not pass on to the Purchaser until the stores have been received, inspected and accepted by the consignee.



702. Consignor's Right of Rejection-Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other Particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any Part, portion or consignments thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion or consignment thereof is not in all respects in conformity with the Terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.
703. Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose or dispatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any Part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.
704. No stores shall be deliverable to the consignee's depots on Sundays and public holidays without the written permission of the consignee.

**705. Time for and Date of Delivery the Essence of the Contract:**

The time and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) so specified or extended. IRCTC shall give the last delivery schedule 10 days (distance up to 500 kms from plant), and 15 days (distance more than 500 kms from plant) prior to the expiry date of the contract and the contractor shall ensure the supplies are completed and material delivered at site within delivery period, specified in the contract.

706. The Purchaser shall be entitled at any time to increase the approximate total quantities of each description of stores shown in the said contract by not more than 30 percent and will give reasonable notice in writing of any such increase to the Contractor. The purchaser also reserves the right to stop taking supply of any item of this contract or reduce its quantity to any extent during the currency of this contract without assigning any reasons.

**707. Failure to deliver the consignments**

If the Contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Purchaser shall without prejudice to his other rights-

- (a) Recover from the Contractor as agreed by way of penalty a sum equivalent to 1/2 percent per week or part thereof of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to a maximum of 10% of total contract value or
- (b) Cancel the portion of contract with all consequences, as prescribed herein and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in, the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the Contractor. It

shall, however, be in the discretion of the purchaser to collect or not the security deposit from the firm/firms on whom the contract is placed at the risk and expense of the defaulted firm.

### **800. Quality & Rejections**

801. Each supply should be according to the specification as mentioned in the E-Tender form.

802. As cent percent inspection is not possible or practicable at the time of supply, the contractor shall replace the material at his own cost, defective material if found afterwards on opening seals. If the same are not replaced in the reasonable time, the cost thereof will be recovered from contractors' subsequent bills.

### **803. Inspection by Purchaser for Quality:**

The purchaser shall have the power:

- (i) to certify any materials or Part thereof of submitted for inspection that they are not in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
- (ii) to reject any materials submitted as not being in accordance with the Particulars.
- (iii) to reject the whole of the installment, if after inspection of such portion thereof as he may in his decision think fit, he is satisfied that the same is unsatisfactory.

The inspecting Officer's decision as regards to the rejection shall be final and binding on the Contractor.

804. The Purchaser reserves the right to inspect the materials to be dispatched / in Transit / already delivered at any time and at anywhere. The purchaser also has rights to inspect the raw materials used for manufacturing, process of manufacturing, quality policy fixed and testing facilities for the product to be supplied by the contractor at the contractor's premises.

805. **Cost of Test:** The contractor is liable to pay for any Test done on the product supplied for conformity on quality.

### **806. Consequence of Rejection:**

If on the stores being rejected by the Inspecting Officer or interim Consignee or Consignee at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to-

- (i) require the contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account, or
- (ii) Purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with Particulars are not, in the opinion of the Purchaser, which shall be final, readily available). Without notice to the Contractor at his risk and cost and without affecting the Contractor's liability as regards the supply of any further installment due under the contract, or
- (iii) Cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with Particulars are not, in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost

of the Contactor. In the event of action being taken under Sub-clause (ii) above or under this Sub-clause, the provision of Clause 1100 above will apply as far as applicable.

- (iv) Where under the contract the price payable is fixed for dispatching station, the Contractor shall, if the stores are rejected at destination by the consignee, be liable, in addition to his other liabilities, including refund of price recoverable in respect of the stores so rejected, to reimburse to the Purchaser the freight and all other expenses incurred by the Purchaser in this regard.

**807. Removal of Rejected stores:**

On rejection of all stores submitted for inspection at a place other than the premises of the Contactor, such stores shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would be in the course or ordinary post reach the Contractor. Provided that the Inspecting Officer may call upon the Contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this behalf shall be final in all respects. Provided further that where the price or Part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon.

- 808.** All rejected stores shall in any event and circumstances remain and always be at the risk of the contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspection Officer may remove the rejected stores and either return the same to the Contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and retain the sale proceeds.

**809. Warranty/Guarantee:**

- a. The Contractor hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade, free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contracts specifications, drawing or sample, if any and shall, if operable, operate properly.
- b. The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment therefore made by the Purchaser.
- c. If, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise than by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Contractors risk. If the Contractor so desires, the rejected goods may be taken over by him or his agents for disposal in such manner as

he may deem fit within a period of 21 days from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure and termination' shall apply.

- d. The Contractor shall, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions herein before specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

900. The Purchaser shall be entitled at any time to increase the approximate total quantities of each description of stores shown in the said contract by not more than 30 percent and will give reasonable notice in writing of any such increase to the Contractor.

901. The purchaser also reserves the right to stop taking supply of any item of this contract or reduce its quantity to any extent during the currency of this contract without assigning any reason therefore.

1000. **Examination of Drawing, Specifications.**-When Tenders are called for in accordance with a drawing, specifications or other Particulars of the E-Tender to supply in accordance with such drawing, specifications or other Particulars shall, be deemed to be an admission on his Part that he has fully acquainted himself with the details thereof and, in no circumstances, will any claim on his Part which may arise on account of his insufficient examination of the said drawing, specification or sealed pattern be considered.

1001. **Mistakes in Drawing-** The Contractor shall be responsible for and shall pay for any alterations for the works due to any discrepancies, errors or omissions in the drawings or other Particulars supplied by him whether such drawings or Particulars have been approved by the Purchaser or not provided that such discrepancies, errors or omissions be not due to inaccurate information or Particulars furnished to the Contractor, on behalf of the Purchaser. If any dimension figure upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.

1100. **Force Majeure:**

Neither Party shall be liable for failure to perform or delay in performing any obligation under this contract if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God , war, civil commotion or industrial dispute. If such delay or failure continues for at least 30 days, the Party not subject to force majeure shall be entitled to terminate the contract by giving notice in writing to the other.

1101. **Subletting and Assignment:** The Contractor shall not, save with the previous consent in writing of the Purchaser, sublet, transfer or assign the contract or any Part thereof or interest therein benefit or advantage thereof in any manner whatsoever.

1102. In the event of the Contractor's subletting or assigning this contract or any Part thereof without such permission, the Purchaser shall be entitled to cancel the contract with all consequences, as prescribed herein and to purchase the stores elsewhere on the Contractor's account and the Contractor shall be liable for any loss or damage which the Purchaser may

sustain in consequence or arising out of such purpose.

**1103. Change in a firm:**

- (a) Where the Contractor is a Partnership firm, a new Partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a written undertaking by the new Partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- (b) On the death or retirement of any Partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option, cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.
- (c) If the contract is not determined as provided in Sub-clause (b) above notwithstanding the retirement of a Partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgment due.
- (d) Consequence of breach-Should a Partner in the Contractor firm or the Contractor should commit a breach of the conditions of this Clause, it shall be lawful for the Purchaser to cancel the contract and purchase or authorize the purchase of the stores at the risk and cost of the Contractor.
- (e) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any Partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the contractor.

1104. Where the contract is terminated due to any default on the Part of the Contractor, the Contractor shall pay all transport charges incurred for returning any material up to such destination as may be determined by the Purchaser and the decision of the Purchaser in that behalf shall be final and binding on the Contractor.

**1200. Withholding and lien in respect of sums claimed.**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in Part from security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claims. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser, shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with the Purchaser pending finalization or adjudication of any such claim.

1201. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court.

1202. Lien in respect of Claims in other Contracts-Any sum of money due and payable to the

Contractor (including the security deposit returnable to him) under the contract may withhold or retain by way of lien by the Purchaser against any claim of the Purchaser in respect of payment of a sum of money arising out of under any other contract made by the Contractor with the Purchaser.

#### 1300. **Settlement of Disputes / 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 right and liability of the parties on any matter in question, with reference to the contract, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.
- (b) The parties hereto further agree to waive off the applicability of sub-section 12 (5) of Arbitration and Conciliation (Amendment) Act 2015 and will submit demand in writing that the dispute/differences be referred to arbitration. The demand for arbitration shall specified the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.
- (c) Only such dispute or differences, in respect of which the demand has been made, together with counter claims of setoff given by IRCTC shall be referred to arbitration and other matters shall not include in the reference.

In the event of demand made as mention herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be referred to Sole Arbitrator from the panel of Arbitrators appointed by Chairman and Managing Director of IRCTC. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at **Secunderabad/Hyderabad**. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion subject to determination by the Arbitration tribunal.

#### 1400. **TERMINATION**

- (a) In the event of any breach of the said terms and conditions of the Contract by the contractor, the purchaser shall be entitled to forfeit the security deposit besides terminating or revoking the contract. The contractor shall also be debarred from participating in future contracts of IRCTC for period of one year. After one year offer of the firm will only be considered on submission of EMD.
- (b) If the contract is cancelled under any of the provisions prescribed herein before, it shall be lawful for IRCTC to forfeit the security deposit besides debarring the contract for one year while cancelling the award of contract. After one year offer of the firm will only be considered on submission of EMD.

1401. IRCTC may initiate process for termination of Contract in the following events of default:

- (a) Breach of any of the terms or conditions or obligation of Contract on part of contractor / his employees / agents.
- (b) Any major material alteration in the agreed upon specification of the product to be supplied without the authorization of the purchaser and / or competent authority.
- (c) The purchaser at their discretion may call for any record to satisfy themselves regarding



supply of material to the purchaser. The contractor shall provide every help/document related to the purchaser, failing which it may amount to breach of condition of the contract.

- (d) The contractor being adjudged bankrupt/insolvent or a trustee/receiver being appointed on the contractor.
- (e) Repudiation of agreement by contractor or otherwise evidence of intention not to be bound by the agreement.
- (f) Persistent closure of business by contractor /Sub- contractor for consecutive 45 days or more in any business year.
- (g) Failure to adhere to any of the due dates for supply specified by the concerned Unit.
- (h) The purchaser at their discretion may call for any record to satisfy them regarding the supply and contractor will provide every help failing which it may amount to breach of condition of the Contract.

**1500. MISCELLANEOUS**

1501. Successful Parties would be given **maximum fifteen (15) days' time or less time**, as the case may be, from the date of issue of the letter of award of contract, for payment of the **Security Deposit and to convey his acceptance of award of contract**. In case contractor fails to accept the offer of award of contract, the firm shall be debarred for 01 (one) year from participating in all future tender of IRCTC. After one year, offer of the firm will only be considered on submission of EMD.

1502. Till the formal agreement is signed between contractor and the purchaser, this E-Tender document will form a binding agreement with IRCTC. The terms & conditions of the E-Tender document will be binding on both the Parties.

1503. The Contractor shall maintain full records pertaining to supply of material to Purchaser (e.g. accounts, voucher, bills etc.) and make it available for inspection to the purchaser.

**1600 Law Governing the contract:**

- 1) This contract shall be governed by the laws of India for the time being in force.
- 2) Irrespective of the place of delivery, the place of performance or place of payment under the contract; the contract shall be deemed to have been made at the place from which the acceptance of E-Tender has been issued.

**1700 Jurisdiction of Court:**

The Courts of the place from where the acceptance of E-Tender has been issued / supply made to the Rail Neer plant of IRCTC as well as payment received from the paying authority, shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

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## SPECIAL CONDITIONS OF CONTRACT

The following special conditions shall apply to the contract for the supply of Alaska 27 mm HDPE Caps. This E-Tender is for supply of Alaska 27 mm HDPE Caps of weight 1.7 gms± 0.10 gms, for specifications please refer Annexure - IV.

1. The E-Tender will be finalized for Rail Neer Plant located at Bilaspur, (Chhattisgarh) and the Letter of Award will be placed accordingly.
2. **Rates:** The supply of goods in accordance with the terms and conditions of this contract shall be affected at the accepted unit rate, subject to escalation/de-escalation in terms of Clause 3 of these conditions.
3. **Price Variation:**

- (a) The Contracted rate will vary with variation in the increase/decrease in the Basic Price of HDPE Resin grade “**Relene**” **E-52009** as declared by the Reliance Industries from time to time according to the below mentioned formula.

The formula for calculating the revised price is as under:

$$P1 = P0 + \{ \text{Weight of the HDPE Resin in Caps} * (F1-F0) \}$$

Where,

Weight of the HDPE Resin in Caps = Weight of HDPE Resin in kg for per 1000 Nos. of HDPE Caps.

P0 = Contracted unit rate per 1000 of HDPE Caps as accepted

P1 = Escalated rate/de-escalated rate per 1000 of HDPE Caps

F1 = Increased price/Decreased price of HDPE Resin per Kg.

F0 = Price of HDPE Resin per kg as applicable seven days before the date of opening of the E-Tender.

- (b) The base rate of HDPE Resin will be the rate applicable seven days before the date of opening of the E-Tender.
  - (c) The revised price of the HDPE Resin (P1) for the dispatches will be calculated by IRCTC on every Basic rate revision. The supplier will make the dispatches on the revised prices.
  - (d) The GST and Other Statutory Levies will be paid accordingly.
4. The supply of Caps should be as per the specifications laid down in the Technical Specifications mentioned in the Annexure IV and in the quantities mentioned in the E-Tender schedule, Annexure VII, and strictly according to the Dispatch schedule as will be decided and as modified from time to time by the Purchaser at the same rates, terms and conditions as offered in the E-Tender or as modified and accepted through the Letter of Acceptance.
  5. The validity of the Contract would be for a period of **one year** from the date as will be



mentioned in the letter of acceptance. Purchaser reserves the right to extend the Contract for a further period of 6 (six) months on the same rates, terms and conditions.

6. Purchaser reserves the right to increase the quantity up to 30% of the tendered quantity within the period of validity of the contract and on the same rates, terms & conditions. The purchaser also reserves the right to stop taking supply of any item of this contract or reduce its quantity to any extent during the currency of this contract without assigning any reasons.
7. The Purchaser shall issue Delivery Orders based on the requirement at the Plant. The quantities mentioned in the E-Tender Schedule are only approximate and are likely to vary. No tolerance will be accepted for late delivery and penalty clause as mentioned in Standard Conditions of Contract shall apply to all late deliveries subject to acceptance of the material by the Consignee and extension of the delivery date by the Purchaser. Transit insurance has to be arranged by the Contractor. It may be noted that quantity supplied should not be in excess of the ordered quantity. No additional payment will be made for excess quantity and it will not be adjusted with the subsequent order.
8. **Packing:** Caps should be packed in transparent polythene bags and then put in to corrugated box. Carton should be designed in a manner that the pack should be able to withstand the transit and storage load. The damaged cartons will be rejected after visual inspection and should be immediately replaced by the supplier. Boxes of Caps should be labeled on the outside with the following information:
  - i) Supplier name
  - ii) Quantity in box
  - iii) Name of the Consignee
  - iv) Date of Production
  - v) Time/Shift of production.
  - vi) Batch No.
9. **Inspection:** Inspection/quality test report shall be enclosed with each supply of Caps by the Contractor. Inspection shall also be carried out at the Consignees premises by the Internal Quality Control Section (IQS) and the Lot would be accepted by the purchaser only on receipt of the certification from the IQC section. The lot size and sampling method to be employed and tolerance shall be decided by Purchaser at the time of signing of the Agreement.
10. **Payment Terms:** Hundred Percent payments after receipt and acceptance of the material as per clause 9 of the special conditions of contract. No advance payment will be allowed under any circumstances.
11. **Penalty on account of production loss:** Penalty @ Rs.1.00 per bottle shall be imposed for production loss on account of failure in supply of caps.
12. **Option for Variation of Quantities of Order:** During the currency of the contract, Purchaser at its sole discretion, reserves the right to vary the contract quantity by +30% at Rate, Terms and Conditions of the initial orders without assigning any reason. In case of increase in ordered quantity, supplier's request for extension of Delivery Period, if any, will be suitably considered. Upto 30% variation will be operated by the concerned GGM. For variation exceeding these limits, approval of corporate office, IRCTC will be obtained.

**TECHNICAL CRITERIA**

SN	Particulars	Information to be filled in by applicant against each point and copy of proof to be attached.		Page Nos.
<b>GENERAL INFORMATION</b>				
1.	(a) Name and full address of the bidder with telephone and Fax number (s) and contact person.  (b) Copy of Permanent Account Number (PAN) allotted by Income Tax Dept.	Office: Plant/ Factory: (Attach extra sheets if locations are many in no.)  Name and address of the contact person along with the telephone Nos.		
2.	The Manufacturers who are meeting the enclosed technical specifications as per Annexure IV should only apply			
3.	Status of the bidder: - Company / Partnership firm / Individual Please specify.			
3.1	In case of Company please enclose a certified Memorandum and Articles of Association along with certificates of incorporation and commencement of business etc. (*)			
3.2.	In case of Partnership firm- please enclose, Name of the partners with complete address, certificate of registration (if any), Partnership deed duly attested by Notary and Power of Attorney duly attested by Notary if any executed in favor of any person (s) by any Partner/Partners to act on behalf of the Partners/Firm.			
3.3.	In case of proprietorship firm, name of the proprietor with complete address and power of attorney duly attested by notary if any executed in favour of any persons by proprietor to act on behalf of the proprietor / firm.			
<b>ESSENTIAL REQUIREMENT</b>				
4.	EMD- to submit/upload " <b>Bid Securing Declaration</b> " as mentioned in the " <b>instructions to the tenderers</b> "			
5.	<b>Annual Supply Value:</b> The firm should have Supplied HDPE caps as per technical specifications mentioned in Annexure – IV as under:  (a) <b>For non-SSI/MSE firms:</b>  Equal to at least 60% of the estimated E-Tender value i.e. <b>Rs.29.706 lakhs</b> or more in the last three financial years.  (b) <b>For SSI/MSE firms:</b>  Equal to at least 25% of 60% estimated contract value i.e. 25%	<b>Financial Year</b>  (i) <b>2017-18</b>  (ii) <b>2018-19</b>  (iii) <b>2019-20</b>	<b>Annual Supply Value (In Lacs)</b>	

	<p>of Rs.29.706 lakhs = <b>Rs.7.427 lakhs</b> or more in last three financial years.</p> <p>Note: (i) Details of the supplies of HDPE caps with documentary proof to be submitted. (**)</p> <p>(ii) For SSI/MSME firms proof of their being SSI/MSME registered in terms of para 3.1 of "Instructions to tenderers" to be submitted.</p> <p>(iii) All MSME bidders have to upload a document along with other credentials in IRCTC tender that they have declared UAM number on CPPP in terms of clause 3.5 of "Instructions to Tenderers".</p>			
6	<p>The manufacturer should have machines, mould and equipments mentioned in Annexure – IV (Documentary proof of having machines, mould and testing equipments to be submitted).</p> <p>The applicant should have the machines and mould as mentioned in Annexure IV at the time of submitting the tender document.</p>			
7	<p><b>Annual Turnover:</b> The firm should have Turnover equal to a minimum of</p> <p>(a) <b>For non-SSI/MSE firms:</b> 150% of the estimated E-Tender value i.e 150% of 49.51 lakhs = <b>Rs.74.265 lakhs</b> or more in last three financial years.</p> <p>(b) <b>For SSI/MSE firms:</b> 25% of 150% of total contract value i.e. =<b>Rs.18.566 Lakhs</b> or more in last three financial years.</p> <p>Note-</p> <p>(i) For SSI/MSME firms proof of their being SSI/MSME registered in terms of para 3.1 of "Instructions to tenderers" to be submitted.</p> <p>(ii) All MSME bidders have to upload a document along with other credentials in IRCTC tender that they have declared UAM number on CPPP in terms of clause 3.5 of "Instructions to Tenderers".</p> <p>iii) Enclose Balance sheet and Profit and Loss A/c of the three last completed financial years, duly audited by a Chartered Accountant/ Published Annual Report. The balance sheet and Profit and Loss A/c should be duly signed, dated and stamped by the CA firm along with name and membership no of the Chartered Accountant who is signing the above-mentioned documents. (***)</p>	<p><b>Financial Year</b></p> <p>(i) <b>2017-18</b></p> <p>(ii) <b>2018-19</b></p> <p>(iii) <b>2019-20</b></p>	<p><b>Annual Turnover (In Lacs)</b></p>	
8	<p>Copy of the Drawing and Test certificates for caps manufactured regarding material specification, physical &amp; performance parameter, Overall Migration test including colour Migration test and Opening Torque to be enclosed. (The height of temper proof ring should be clearly indicated in the drawing of cap submitted).</p>			
9	<p>Certificate of the Proprietor / Partner / Director that the firm has not been banned / blacklisted by IRCTC / any other Railways or</p>			

	Ministry of Railways / Government of India / CPSE.			
10	The firm should be registered under GST and also should not opt for composite scheme under GST. Documentary proof of GST registration is required to be submitted in this regard. "Moreover, any loss occurred to IRCTC on account of non-availing of input tax credit (ITC) due to the lapses/fault on the part of the contractor will be compensated by the contractor to IRCTC."			
<b>DESIRABLE REQUIREMENT</b>				
11	Copy of Permanent Account Number (PAN) allotted by Income Tax Dept.			

**Non submission of any of the document from SN-4 to SN-10 will lead to summarily rejection of the offer and no correspondence in this regard shall be made /entertained.**

**Only those who are qualifying all the eligibility criteria above to participate in the bid.**

**Participation in the bidding process suo-moto implies that the bidder has accepted all the terms & Conditions of the E-Tender.**

\* Applicants who are a Company incorporated under the Companies Act, 1956 should submit a copy of auditor's report as per provisions laid down in the above Act, along with their Balance Sheet and Profit and Loss account duly audited by a Chartered Accountant.

\*\* Performance of past supply contracts with IRCTC will be considered while evaluating Technical qualification of the firm. The documentary evidence for proof of supply can be any one of following:

- a) Copy of invoice.
- b) Copy of purchase / supply order with certificate from client where supply has been made.
- c) Certificate from C.A.

\*\*\* Applicants who are Firms/ Individuals/Others, whose annual turnover is exceeding Rs.1.00 crore per annum, should submit a copy of the Tax Audited Report as prescribed under the Income Tax Act, 1961 along with their Balance Sheet and Profit and Loss Account duly audited by Chartered Accountant.

Note:-

1. IRCTC reserve the right to inspect plant/factory, office etc. or through any other agency as notified by IRCTC.
2. "Financial Bid – **Stage B**", will be opened only after short listing the bidders on the basis of "Part –A".
3. IRCTC reserves the right to cancel the E-Tender process at any time without assigning any reasons.

I/ We ..... do hereby declare that to the best of my/our knowledge and belief, the information given in the above Technical Offer and the annexures and documents accompanying it are correct, complete and truly stated and also that we shall be bound by the acts of my/ our duly constituted attorney.

I/We hereby understand that the submission of offers/ bids does not guarantee award of E- Tender. I/We further understand that in case of any information submitted by me/ us being found to be incorrect either before or even after the award of E-Tender, IRCTC will have the right to summarily reject the bid, cancel the E-Tender or revoke the same at any time without assigning any reason whatsoever.

Date:

.....  
(Signature of the Applicant)

Name.....  
Address: .....

SEAL

**Technical Specifications**

The Alaska 27 mm HDPE Caps should strictly confirm to the specifications as under-

1. Caps should be manufactured in fully automatic system comprising:
  - a. **Machine:** Caps should be made from modern injection moulding machine of Husky, Canada, L & T-Demag “Ergotech series machine”, Nestal of Switzerland or made from Sacmi compression moulding machine.
  - b. **Mould:** Caps should be made from the mould of Otto Hofstetter, Switzerland; ErwesReifenberg, Germany; Schoettli, Switzerland; Husky, Canada; KTW, Austria; WIRO, Germany; Beko, Hungary; Nestal, Switzerland; or Sacmi in case of compression moulding.
  - c. **Auxiliary Equipment:** Automatic Material loading & masterbatch dosing system. Use of chiller with mould is necessary for mould cooling for maintaining quality requirement & productivity.
  - d. **Environment Standard:** Enclosed dust free environment.

**Note:** The applicant should have abovementioned injection / compression moulding machine and mould at the time of submitting E-Tender document.

2. **Material:** The Caps should be made from industry standard high quality High Density Polyethylene (HDPE) grade “Relene” E-52009 of M/s Reliance Industries Limited or equivalent meeting the requirement stipulated in the standard IS – 10141: 2001 and IS – 10146: 1982 on “Specification for polyethylene for its safe use in contact with food stuff, pharmaceuticals and drinking water. Overall Migration and Colour Migration limit should be as per IS – 14543: 2004.
3. **Weight:** 1.7 gms $\pm$  0.10 gms;
4. **Height:** 14.6  $\pm$  0.3 mm (including temper proofing)
5. **Color:** Translucent, base color Blue Master Batch "XI 0832"(1.5%) to match Rail Neer Label base color to pantone Shade card-293 C. These proportions are only indicative and final shade of Blue will be as per the sample approved by the purchaser.
6. **Threads:** The cap threads should match Alaska 27 mm neck, three-start threadpreforms.
7. The Logo of IRCTC shall be deposed on the Caps as shown in the Drawing as per Annexure VIII.
8. Unique and innovative Tamper Evident System. The supplier should enclose the details of the Tamper Evident System that he proposes to build into thecaps.
9. The Cap should meet with the following performance parameters:

a. **Leakage Test:** - There should not be any leakage from bottles and no seal breakage when subjected to a load of 200 kg.

**Method:** - The bottles should be filled with 1000 plus/minus 10 ml water and placed on metal sheet (of thickness 6 mm or more) or on hard stone floor and again a metal sheet (size 300 x 300 x 6 mm minimum) is put on the horizontally laid bottle. The caps are first tightened and then loosened to the maximum backlash available. The weight of 200 kg should be gradually applied uniformly in 60 seconds. There should not be any leakage from cap and no seal breakage in next 60seconds.

b. **Drop Test:** - The entire seal of cap should not break when dropped in horizontal position from a height of 100 cm. When dropped from a height of 200 cm., the seal may break but there should not be any other damage to cap.

**Method:** - The bottles should be filled with 1000 plus/minus 10 ml water and dropped in horizontal condition on thick metal sheet (minimum thickness 6 mm) or hard stone floor. The cap should be first tightened and then loosened to the maximum backlash available.

c. **Opening Test:** - When opening the cap, the seal should break and seal should not come out along with the cap. The seal should break with noise and there should not be soft breakage of seal.

d. **Opening Torque:** - 8–12 kg cm at 25+/- 2 degree centigrade and 55+/-5%RH.

**Note 1:** Copy of the Drawing and Test certificates for caps manufactured regarding material specification, physical & performance parameter, Overall Migration test including colour Migration test and Opening Torque to be enclosed along with the technical bid of E-Tender.

**Note 2:** The Overall Migration test including Colour Migration test and Opening Torque test should be got conducted by supplier from Government or BIS approved labs and Original Test Report should be submitted along with first consignment and thereafter every three months to the plant.

Physical parameter (appearance, weight, height OD & ID) shall be tested in house as per standard sampling procedure of the plant. Standard sampling procedure for caps of the plant is to collect randomly 10 caps from each consignment.

\*\*\*\*\*

OFFER FORM – TECHNICAL BID PART - A

To,

**Group General Manager**

M/s Indian Railway Catering and Tourism Corporation Ltd.  
South Central Zone, # 9-1-129/1/102, 1st Floor,  
Oxford Plaza, S.D Road, Secunderabad – 500003,  
Ph. 040-27702401

Ref: **E-TENDER NO. IRCTC/SCZ/RNP/BSP/CAPS/2021 dated 09.03.2021.**

Sir,

1. I/We hereby **offer** our **bid** for manufacture and supply of Alaska 27 mm HDPE Caps as per the technical specification and terms and conditions etc. as mentioned in the E-Tender document at the rates as indicated in the E-Tender Schedule enclosed.
2. I/We hereby submitted/uploaded "**Bid Securing Declaration**" accepting that “ I/We hereby understand and accept that if I/We withdraw or modify my/ our bids during the period of validity , or if I/We are awarded the contract and on being called upon to submit the Performance Security/ Security Deposit, fail to submit the Performance Security/Security Deposit, before the deadline defined in the request for bid document/ Notice Inviting Tender, I/We shall be ready to face action as per Terms and conditions of Tender document.”
3. I/We **agree** to keep our offer valid for 120 days from the date of opening of the bid; and shall be bound by a communication of acceptance within that time to supply the store/material in accordance with the E-Tender, notwithstanding that a formal contract may be signed at a later date.
4. I/We **understand and agree** that the purchaser is at liberty to accept *whole* or *Part* of the quantity and to *increase* or *decrease* the quantity so ordered as per clause 6 of the special conditions of contract and we undertake to supply the quantity so ordered at the **quoted price** within the validity period of the contract.
5. The Alaska 27 mm HDPE Caps will be manufactured at our following works:  
.....  
.....

Yours faithfully,

**(Signature of E-Tenderer Authorized Representative)**  
**For and on behalf of M/s**

.....  
.....

**SEAL**



**OFFER FORM – FINANCIAL BID PART - B**

To,

**Group General Manager**

M/s Indian Railway Catering and Tourism Corporation Ltd.  
South Central Zone, # 9-1-129/1/102, 1st Floor,  
Oxford Plaza, S.D Road, Secunderabad – 500003,  
Ph. 040-27702401

Ref: **E-TENDER NO. IRCTC/SCZ/RNP/BSP/CAPS/2021 dated 09.03.2021.**

Sir,

1. I/We hereby **offer** our rates for manufacture and supply of Alaska 27 mm HDPE Caps as per the technical specification and terms and conditions etc. as mentioned in the E-Tender document at the rates as indicated in the E-Tender Schedule enclosed.
2. I/We **agree** to keep our offer valid for 120 days from the date of opening of the bid; and shall be bound by a communication of acceptance within that time to supply the store/material in accordance with the E-Tender, notwithstanding that a formal contract may be signed at a later date.
3. I/We **understand and agree** that the purchaser is at liberty to accept *whole* or *Part* of the quantity and to *increase* or *decrease* the quantity so ordered as per clause 6 of the special conditions of contract and we undertake to supply the quantity so ordered at the **quoted price** within the validity period of the contract.

Yours faithfully,

**(Signature of E-Tenderer Authorized Representative)**  
**For and on behalf of M/s**

.....  
.....

**SEAL**

## E-TENDER NO. IRCTC/SCZ/RNP/BSP/CAPS/2021 dated 09.03.2021

SN	Rail Neer Plant Bilaspur	E-Tendered Qty of Cap (Nos.)	Ex-Works Basic Price per Cap (In Rs. in figures and in words)	Freight (Rs. Per Cap in figures and in words)	GST (%) CGST____(%) SGST____(%) IGST____(%) Pl. specify
1.	IRCTC LTD., Rail Neer Plant, Plot No. 22 & 23, Sector – B, Sirgitti Industrial Area, Bilaspur (C.G) - 495004	2, 40, 00, 000 (240 Lakhs no. of Caps )	To be filled Online	To be filled Online	

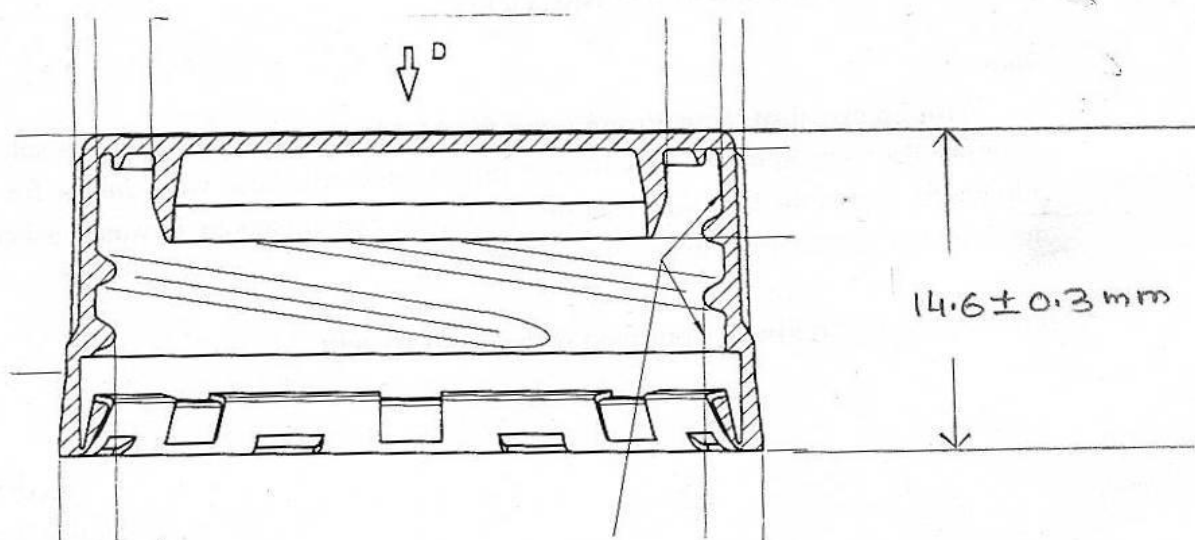
**Note:**

- The financial bid will be evaluated by the Purchaser to ascertain the lowest acceptable E-Tender in the interest of purchaser.
- The E-Tenderer should quote only unit price valid for a period of one year, irrespective of ordered quantity, from the date as will be mentioned in the letter of acceptance.
- The quantity indicated in the E-Tender schedule is approximate only and is likely to increase or decrease as per clause 4 of the special conditions of contract. The supply of HDPE caps shall be in a phased manner. The contract shall be valid for a period of one year from the date as will be mentioned in the letter of acceptance. Purchaser reserves the right to extend the Contract for a further period of 6 (six) months on the same rates, terms and conditions.
- GST on finished stores, accepted, as legally leviable on the date of supply, will be payable extra by the purchaser. The rate of GST as on the date of opening of the E-Tender has been quoted.
- GST Credit will be availed by IRCTC. E-Tenderer will have to issue Invoices according to relevant statutory laws to enable IRCTC to take credit of the same.
  - To pay GST charged within the stipulated time and to file the return within the time specified under the Act.
  - The amount charged by the vendor shall be held as security till the same is reflected as input available in GSTIN portal.
  - To provide the invoice well in time and to ensure to include all the particulars as prescribed under GST Act.
- This offer of rate is made after taking into consideration the instructions to Tenderers, special conditions of contract and all other annexures, which are part of the E-Tender Document.

Yoursfaithfully,

**(Signature of E-Tenderer  
Authorized Representative)  
For and on behalf of M/s  
SEAL**

Logo of IRCTC for depositing on the Caps



**Bid Securing Declaration (To be submitted in Bidder's Letter head)**

**E-TENDER NO. IRCTC/SCZ/RNP/BSP/CAPS/2021dated 09.03.2021**

Date:-  
Bidder's Name:-  
Bidder's Address:-  
Telephone No.:-  
Fax No.:-  
E-Mail:-  
(Please insert the bidder details above)

To,

**GGM/SCZ, IRCTC Ltd,**  
**9-1-129/1/102,1st Floor,Oxford Plaza,**  
Sarojini Devi Road,Secunderabad-500003

Dear Sir,

We hereby **offer** our **bid** for manufacture and supply of Alaska 27 mm HDPE Caps as per the technical specification and terms and conditions etc. as mentioned in the E-Tender document cited above.

In this regard we submit "Bid Securing Declaration" accepting that " I/We hereby understand and accept that if I/We withdraw or modify my/ our bids during the period of validity , or if I/We are awarded the contract and on being called upon to submit the Performance Security/ Security Deposit, fail to submit the Performance Security/Security Deposit, before the deadline defined in the request for bid document/ Notice Inviting Tender, I/We shall be ready to face action as per Terms and conditions of Tender document."

Further, we also declare that Bid uploaded without "Bid Securing Declaration" shall not be entertained & same will be **summarily** rejected by IRCTC.

Date:....

Signature

Place:.....

Name:.....

Designation.....

Seal.....