



INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED
(A Government of India Undertaking-Mini Ratna)

TENDER DOCUMENT

TENDER NO. 2013/IRCTC/RNP/BSP/P&M dt 26.08.13

Tender for design, supply, installation, commissioning of plant & machinery of blowing, filling and packaging line (excluding water treatment plant) and operation & maintenance of complete Packaged Drinking Water Bottling Plant (Rail Neer) at Bilaspur (Chhattisgarh).

Last Date and Time of Submission	:	30.09.13 by 15:00 hrs
Date and Time of Opening of Tender	:	30.09.13 at 15:30 hrs
Place of Opening of Tender	:	Indian Railway Catering and Tourism Corporation Limited. 12 th Floor, "A" Wing, Statesman House, B-148, Barakhamba Road, Connaught Place, New Delhi-110001
Address for Communication	:	Indian Railway Catering and Tourism Corporation Limited, 12 th Floor, "A" Wing, Statesman House, B-148, Barakhamba Road, Connaught Place, New Delhi-110001
Earnest Money Deposit	:	Rs.2.0 lacs (Rupees Two Lacs Only) through Demand Draft in favour of Indian Railway Catering and Tourism Corporation Ltd, New Delhi
Tender Document Cost	:	Rs.2100/- (Rs.50 extra by post)
Approximate Value of the Work	:	Rs. 364 Lacs (PART-A) Rs 528 Lacs (PART-B) Total Rs. 892 Lacs

DISCLAIMER

- This request for Bid document is not an agreement and is not an offer or invitation by IRCTC to any party other than the applicants (Bidders) 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 in formulation of proposals or bids.
- The bid document may not be appropriate for all persons interested in bidding as it is not possible for the IRCTC or any of their employee or advisors to take into consideration the financial and investment objectives, financial situation as well specific needs or 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 the Bid document.

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NOTICE INVITING TENDER

Tender for design, supply, installation, commissioning of plant & machinery of blowing, filling and packaging line (excluding water treatment plant) and operation & maintenance of complete Packaged Drinking Water Bottling Plant (Rail Neer) at Bilaspur (Chhattisgarh).

TENDER NO. 2013/IRCTC/RNP/BSP/P&M dt 26.08.13

1. Sealed tenders are invited by Indian Railway Catering and Tourism Corporation Limited, New Delhi for design, supply, installation, commissioning of plant and machinery (excluding water treatment plant) and operation & maintenance of complete Packaged Drinking Water Bottling Plant (Rail Neer) at Bilaspur (Chhattisgarh) as per the specifications laid down in this Tender Document.

Date and Time of opening of Tender: **30.09.2013 at 15:30 hrs.**

2. Sealed Tender with requisite Earnest Money only (Demand Draft for **Rs. 2.0 lacs** drawn on any scheduled commercial bank payable at New Delhi in favour of Indian Railway Catering and Tourism Corporation Limited) shall be received in the Office of the **Group General Manager/Rail Neer Projects, 12th Floor, "A" Wing, Statesman House, B-148, Barakhamba Road, Connaught Place, New Delhi-110001**, up to **15:00 hrs** on or before **30.09.2013** and the same shall be opened in the presence of intending Tenderer who choose to witness the process of opening the tender on the same day at **15:30 hrs.** at **Indian Railway Catering and Tourism Corporation Limited at 12th Floor, "A" Wing, Statesman House, B-148, Barakhamba Road, Connaught Place, New Delhi-110001**. All bids in the prescribed form should be submitted before the time fixed for receipt of offers on due date. Bids received after the stipulated time and date are liable to be rejected. IRCTC shall not be responsible for postal delays/loss. **Pre-bid meeting will be held at Corporate Office (Statesman House) at 11:00 hrs. on 06.09.13.** The tender document can be obtained from this office in any working day from 27.08.13 to 27.09.13 on payment of Rs. 2,100/- in the form of DD in favour of IRCTC Ltd drawn on any schedule commercial bank payable at New Delhi. The tender document can also be downloaded w.e.f. 27.08.13 from the website of IRCTC www.irctc.com or CPP website www.eprocure.gov.in and demand draft of Rs. 2100/- towards tender document cost will be submitted along with submission of bid.
 - 2.1 All offers shall be either typed or written neatly in indelible ink.
 - 2.2 The individual(s) signing the tender and other document connected therewith should satisfy the following:

- 1) In case of proprietorship firm, the signing individual should be sole proprietor or Attorney of the sole proprietor. Power of attorney duly attested should be enclosed with the offer if the tender document is signed by the attorney on behalf of sole proprietor;
- 2) In case of a registered partnership firm, the signing individual(s) should be partner(s) as per constitution of Partnership Deed. **A copy of Partnership Deed and certificate of registration by registrar of firms duly attested should be enclosed with the offer;**
- 3) In case of a Company, the signing individual(s) should be Director(s) or Secretary of the company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by the Memorandum and Article of Association. **A copy of such resolution duly attested and certified copy of Memorandum and Article of Association and certificate of incorporation of the company should be enclosed with the offer;**
3. This tender consists of two parts – **Technical Bid - Part A** and **Financial Bid – Part B**. The Bids should be submitted in two separate sealed packets following the procedure laid down in the clause **3.4** of instructions to Tenderers.
4. Tenders should be filled with neat, legible and correct entries. Indistinct figures should be avoided. The amount/rates should be filled in figures as well as in words. **Being different in words and figures, the rate written in words shall be taken for calculation.**
5. The Tender should be signed at all places provided therein. Each page of the Tender documents is required to be signed along with the seal by the authorized person/persons submitting the Tender in token of his/their having acquainted themselves with the Instructions to Tenderers, Standard Conditions of Contract and Special Conditions of Contract and all other clauses of this tender document. Any Tender Document not so signed may be rejected.
6. The Tender shall remain open for acceptance for 120 days from the date of opening of tender.
7. The Notice Inviting Tender and Instructions to Tenderers, Standard Conditions, Special Conditions and all other clauses shall form the part of Tender Documents. This document consists of 130 pages including one index page and one cover Page.

for Indian Railway Catering and Tourism Corporation Limited.

GGM/Rail Neer Projects

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

(A Government of India Undertaking-Mini Ratna)

INSTRUCTIONS TO TENDERER

The Indian Railway Catering and Tourism Corporation Limited (IRCTC) hereinafter called the purchaser, proposes to obtain sealed tender for design, supply, installation, commissioning of plant and machinery (excluding water treatment plant) and operation & maintenance of complete Packaged Drinking Water Bottling Plant (Rail Neer) at Bilaspur (Chhattisgarh).

1. GENERAL:

Date & Time up to which offers will be received: **30.09.2013 by 15.00 hrs.**

Envelope containing the Tender to be :

Addressed to

GGM/Rail Neer-Projects

Indian Railway Catering and Tourism Corporation Limited, 12th Floor, "A" Wing, Statesman House, B-148, Barakhamba Road, Connaught Place, New Delhi-110001

2. Eligibility Criteria:

1. Tenderer should have total annual Turnover of at least Rs. 15/- Crore in the last three financial years.
2. The tenderer should submit a solvency certificate from a scheduled commercial bank for a minimum value of Rs. 360 lakh dated not earlier than 6 months from last date of submission of tender.
3. Tenderer should have successfully supplied, installed and commissioned fully automatic PET bottle blowing/ Filling and Labeling machines of capacity not less than 60 BPM (at least one work) or at least one RO based packaged drinking water treatment plant of minimum capacity of 5000 litre per hour during last three financial years.

or

Tenderer as owner of the plant or franchisee or O&M operator should have operated and maintained at least one RO based fully automatic packaged drinking water bottling plant/ fully automatic Natural Mineral Water bottling plant/ Fully automatic Carbonated Soft Drink (CSD) bottling plant or fruit beverage packaging plant of minimum capacity of 3600 litre per hour during last three Financial Years.

4. The tenderer should be a Proprietorship / Partnership firm / Company registered in India.
5. Firm/Company should have Excise tax registration no./Sales Tax registration no. Service Tax registration no. (if any) and PAN no.

Consortium/joint venture/ MOU will not be considered. All information as indicated in **Annexure – III** should be furnished by the Firms/Company and should be accompanied by appropriate documentary proof duly attested

3. **Pre Qualification requirements:** This Tender is based on Two Packet system. The Tenderer shall submit his bid in two separate envelopes marked “Technical Bid – Part A” and the second one marked “Financial Bid – Part B”. Bids should be accompanied with Earnest Money. The bids without Earnest Money shall be rejected. The contents of the “Technical Bid – Part A” shall be as follows:

3.1 **Technical bid – Part A:** This shall form the basis of ascertaining the Technical and Financial credentials of the tenderer and also the suitability of machines supplied by him in terms of the Structural and quality parameters. The Industry Standard, for structural and quality parameters will be followed. However the purchaser reserves the right to set higher standards for these parameters. The technical bid will be evaluated in terms of **clause 5.0** of the Instruction to Tenderers and all other relevant clauses of this Tender document. The tenderer shall provide a satisfactory evidence to show that:

- a) He has technical knowledge and practical experience;
- b) He has financial stability and status to meet the obligations under the contract.
- c) He has plant and capacity to provide the service/ material within the time stipulated in the tender;
- d) He has established quality control system and organization to ensure that there is adequate control at all stages of the service/production process.
- e) All the relevant documents to support the above claims and any other documents that deemed are necessary to give sufficient evidence of his Financial and Technical capabilities.

3.2 **Financial bid - Part B:** This shall consist of Offer Form for Financial bid and the price schedule duly filled in the format specified herein in accordance with the instructions and other relevant provisions mentioned in this tender document.

3.3 Documents to be submitted by Tenderers:

I. With the Technical bid – Part A:

1. All the details/relevant documentary evidences as per Technical Criteria (Annexure – III) and technical data sheets.
2. Tender document cost in the form of DD of Rs. 2100/-, if downloaded from website.
3. Earnest Money Deposit of Rs.2,00,000/- (Rs Two Lacs only) in favour of IRCTC Ltd., New Delhi in the form of DD of a Scheduled Commercial Bank.
4. The offer form (marked as Technical Bid – Part A) (Annexure – IV) stamped, dated, and signed by authorized signatory.
5. The entire tender document in original duly filled (as required), stamped dated and signed on each page except Annexure V and VI, be submitted.

Note:

- a. All the tender papers should be serially numbered. The Page No.1 (One) of the tender document should be kept as page no. 1 (One).

- b. The name of the Tenderer and tender number should be mentioned on the reverse of the respective DD/Banker's Cheque, attached as EMD.
- c. All the documents, in support of Technical Bid – Part A should be attested by authorized signatory.

II. With Financial bid – Part B:

- 1 The Offer form (for Financial Bid – Part B) (Annexure – V) Stamped, dated and signed by authorized signatory.
- 2 The price schedule (Annexure – VI) in original duly filled in accordance with the instructions and terms given herein and in the Special Conditions of the Contract stamped, dated and signed on each page.

3.4 Both the bids should be sealed in separate packets. The packet containing Technical bid should be clearly marked **“TECHNICAL BID – PART A FOR RAIL NEER PLANT, BILASPUR”** in bold capital letters and **“To be opened on 30.09.2013 at 15.30 hrs”** should be written boldly below it. The packet containing Financial bid should be marked **“FINANCIAL BID – PART B FOR RAIL NEER PLANT, BILASPUR”** in bold capital letters and **“NOT TO BE OPENED with Technical Bid”** should be written boldly below it. Both the packets should then be placed in a separate packet and marked with the Tender no. and name & address of the purchaser as given in the Instruction to Tenderers.

4. VALIDITY:

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.

- 4.1 The offer shall be kept valid for acceptance for a minimum period of 120 (One hundred and twenty) days from the date set for opening of tender.
- 4.2 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 offer is under such consideration, tenderer 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 offer by requesting for such information from any or all the tenderer, in writing, as may be considered necessary. Tenderer will not be permitted to change the substance of their offers after the offers have been opened.
- 4.3 In exceptional circumstances, the IRCTC may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex/fax). The bid security/EMD provided shall also be suitably extended. A Bidder granting the request will not be required nor permitted to modify its bid

5. **Tender Evaluation:** The entire process of evaluation of the offers shall be in two stages:

- Stage I: 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 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 I.
- Stage II: The date and time of opening of the Financial Bid – Part 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 tender evaluation, the purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and response shall be in writing, and no change in the price or substance of the tender shall be sought, offered or permitted in response.
 - b) The tenders received will be evaluated by the Purchaser to ascertain the lowest acceptable tender in the interest of purchaser, as specified in the specification and 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. Rates

The tenderers should quote ex-works rates and the rate of Excise duty and Sales Tax/VAT, as applicable on the date of opening of tender, should be separately quoted in the tender schedule. The offers with ex-works rates quoted inclusive of Excise Duty and Sales Tax/VAT will liable to be rejected.

- 6.1 **The Excise Duty, Sales Tax/ VAT and Freight charges should be mentioned separately in the space provided in the tender schedule. CENVAT (Excise Duty) Credit and VAT (Sales Tax) Credit will be availed by IRCTC as per the statutory laws.**
- 6.2 The rates finalized against this tender shall be valid for a period of 1 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 months beyond the due date of delivery on the same rates, terms and conditions.
- 6.3 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.
- 6.4 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 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 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. Earnest Money:

- 7.1 Tenderers are required to furnish Demand Draft of **Rs.2,00,000/- (Rs. Two Lacs Only)** in favour of Indian Railway Catering and Tourism Corporation Ltd drawn on any scheduled commercial bank payable at New Delhi towards Earnest Money to be eligible for participation in this tender. In case, the offer is not accompanied by Earnest Money in required form, the same will be **summarily** rejected.
- 7.2 The Earnest Money shall remain deposited with the purchaser for a period of 120 days from the date of opening of the tenders. If validity of the offer is extended, the Earnest Money duly extended shall also be furnished, failing which the offer after the expiry of the aforesaid period shall not be considered by the purchaser.
- 7.3 No interest shall be payable by the Purchaser on the Earnest Money.
- 7.4 The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.
- 7.5 The Earnest Money of the successful tenderer will be returned after the Security Deposit as required is furnished.
8. Tenderers are invited to quote their rates in the enclosed schedule in accordance with the above instructions and special conditions of contract.
9. Offers sent by post should be by 'Registered post/Courier' with acknowledgement duly addressed to:

**GGM/Rail Neer Projects
Indian Railway Catering and Tourism Corporation Ltd.
12th Floor, "A" Wing, Statesman House,
B-148, Barakhamba Road,
Connaught Place, New Delhi-110001**

so as to reach before **15.00 hrs.** on **30.09.2013**. Apart from nominated office i.e. GGM/Rail Neer Projects, copies of original quotation should not be sent to any other office of IRCTC. This is in

order to ensure that quoted rates by the tenderers do not leak out before the nominated date and time. For similar reasons tenderers should, in their own interest, avoid sending their price quotations through **Telegram/Telex/Fax/e-mail**.

- 9.1 Offers shall be as per terms and conditions and specifications given in the tender document. No deviations from the term & condition of tender document shall be accepted.
- 9.2 Each page of the offer should be numbered and signed by the tenderer at the bottom. A reference to the total number of the pages comprising the offer must be made on the top right hand side corner of the first page of the offer.
10. The Tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.

11. Acceptance of tender:

- 11.1 The purchaser reserves the right to reject any or all of the tenders in part or full on his sole discretion without assigning any reasons.
- 11.2 IRCTC does not pledge itself to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the quantity offered. The decision of IRCTC with regard to allotment of quantity will be final. The tenderers shall supply the whole quantity at the quoted rate.
- 11.3 The acceptance of tender will be communicated by letter of acceptance direct to the tenderer. In case where a counter offer is issued, the un-provisional acceptance of counter offer will result in a validly concluded contract, though formal letter of acceptance may be forwarded to the vendor on a later date.

PART-A

DESIGN, SUPPLY, INSTALLATION, COMMISSIONING OF PLANT AND MACHINERY (EXCLUDING WATER TREATMENT PLANT) OF PACKAGED DRINKING WATER BOTTLING PLANT (RAIL NEER) AT BILASPUR (CHHATTISGARH), EXCLUDING WTP

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS:

1. PROJECT BRIEF:

Indian Railway Catering and Tourism Corporation Ltd. (IRCTC) is going to setup a Packaged Drinking Water Bottling Plant at Bilaspur (Chhattisgarh) to produce drinking water in PET bottles of desired capacities for railway passengers. These will be with composite facilities for water extraction, treatment, bottle blowing, filling, labeling and packaging.

2. SCOPE OF WORK:

The scope of work include supply, installation and commissioning bottle blowing with auxiliaries, filling, labeling and packaging line at Rail Neer Plant, Bilaspur, Chhattisgarh as per technical feature and detail scope of work. The bottling plant shall be with automatic operation. It is intended to produce PDW bottles 1 litre from PET Pre-forms, however it should be possible to produce 500 ml or 2 litres bottles also in future with minimum modification in machines/line.

3. TECHNICAL SPECIFICATION:

3.1 PET BOTTLE BLOWING MACHINE:

Supply, installation and commissioning of one set fully automatic PET bottle blowing machine, capacity minimum 4000 BPH, bottle size 1000 ml with one set mould installed as per design approved by IRCTC. The blowing machine should have following features-

- Auto Perform Hopper Loader & Conveyor
- Heat treatment oven banks
- Pneumatic/ hydraulic Stretching
- Neck Protection
- Neck Size: 19 mm to 33 mm
- Stand alone electric panel with Air conditioner/cooling system
- Stand alone Panel for PLC with Touch Screen
- High speed B&R Microprocessor/PLC based
- Air filter at machine inlet (HP & LP)
- Air receivers for high and low pressure
- Electricity 415 volts (±) 5%
- Manifold for inlet connection for Air & Water
- One (1) set of mould
- Set of Installation Spares
- Set of Tools
- Roadworthy packing
- PET Pre-forms bottles Storage System and Feeding System
- Infra Red Temperature sensor at Oven Exit

- Controls to vary heating zones individually
 - Protection to avoid heating of Pre-form neck area in the oven
 - Oven Temperature measurement and Indication
 - No Pre-form - No Blow
 - Separate Blow & Pre-blow controls
 - Gauge to indicate Pre-blow and Final Blow Pressure
 - Automatic Loading of Pre-forms
 - LCD Screen
 - Manifold for Chilled Water circulation to Mold for Uniform Temperature Distribution
 - Door Safety
 - Automatic Voltage Compensation for ± 5 % Power Fluctuation
 - Pneumatic/hydraulic Clamping
 - Air Recovery System
 - Inline preform infeed
 - Inline Bottle Out feed
- Make- SIDEL, Kronos, KHS, Shyam Plastic**

3.2 AIR COMPRESSORS:

Air Compressor should deliver “Oil free” compressed air of matching quantity (CFM) and pressure (bar) requirement of bottle blowing machine offered. Compressor should be water-cooled, continuous heavy duty, reciprocating, non-lubricated type of Air Compressor

The Package Air Compressor should be complete with Air Compressor, Aftercooler, Air Receiver, Control panel alongwith interconnecting air piping on the skid upto discharge flange of the Air Receiver. Water piping will be complete with single inlet/outlet. The package shall be complete with all electrical connections on the skid including cabling between the control panel and the field mounted switches. However, IRCTC will provide water connection to the inlet from his inlet header and the discharge piping to the discharge header.

- Heat resistant paint in cylinder air passages to prevent rusting.
- Heavy duty well ribbed cast iron frame casting.
- Force-feed lubrication to all bearings for crankshaft, connecting rods, crosshead pins and crosshead.
- Main oil pump gear driven by compressor shaft Forged steel crankshaft, connecting rods and carbon steel piston rods.
- Piston rings, wear rings and piston rod packing for all stages.
- Distance piece and extra long piston rod with oil slinger designed to prevent frame oil from carrying into the air cylinder.
- Motor totally enclosed sheet metal belt guard, with access cover for belt tensioning.
- Motor sheave with busing and set of v-belts.
- Air pressure relief valves installed on coolers.
- Control Panel consists of following.
- Three Step capacity Control (0-50-100%). Loading and unloading through pressure transducer & solenoid valve
- 415 V AC/ 3 PH / 50Hz input power supply

- 110 V AC control circuit
- E-stop, Start/Stop, Overload, Accept/Test/Reset push buttons through Intellysis
- Indicating Lamps – control power on
- Indication, Alert & Shutdown Options

Make (Compressor): Ingersoll-Rand, Chicago Pneumatic, Air Francois

3.3 WATER COOLED CHILLER:

Completely packaged Skid Mounted Unit ready for installation with instrumentation and controls and include:

- Refrigeration Compressor.
- Direct Expansion Type Chiller.
- Refrigeration Condenser.
- Complete Refrigeration kit with instruments as Dryer, Expansion Device, Sight Glass, Accumulator, etc.
- All interconnecting Refrigeration and Liquid Piping.
- Digital Temperature Indicating Controller.
- Control Panel for Automatic Operation of Chiller.
- All necessary Safety Controls with interlocks for the system.
- First Charge of Refrigerant & Oils.
- Insulated Stainless Steel Water Tank

Make-Super Chiller, Reynolds, Mellcon

3.4 COOLING TOWER:

Forced air cooled cooling tower for cooling of higher temperature water passes through compressor and chiller. Capacity of the cooling tower should be 25 % higher than the requirement of one set of LP&HP compressor and one bottle blowing machine. Supporting steel grillage, anchor bolts, starting equipment, wiring, piping External to the cooling tower, circulation water pumps and instrumentation shall also be provided/supplied.

Make-Paharpur/Armec.

3.5 AIR CONVEYER:

Technical feature:

- Structure of SS. 304
- Air Conveyer will convey the empty bottle from blowing station to RFC machine.
- Minimum vibration in the conveyer operation.
- Filter/Fan housing should be SS construction.
- Conveyer should be provided with adequate number of blower and HEFA filters.
- Conveyer should have emergency stop function and closure of all rotating part.
- Conveyer should be provided with adjustable guides.

Technical specification:

- Product size : 1000 ml bottle
- Operation : Automatic PLC based
- Speed : 90 BPM (bottle per minute)
- Drive : A.C. drive VFD

Make : **HYMECH (Mumbai) or HILDEN (Mumbai) or HIEMENS (Faridabad) or SELVEL (Mumbai) or ITW or SATTELITE or CLEAR PACK.**

3.6 AUTOMATIC RINSING-FILLING AND CAPPING MACHINE:

Salient features:

- Conveyer will convey the bottle for Rinsing.
- Ac frequency variable drive for variable speed with constant torque
- Automatic rinsing mechanism to rinse the bottle before filling.
- Preferred make of PLC: Siemens/Mitsubishi/eqv.
- Should be in conjunction with the air conveyer coming from blowing machine on one side and on other with labeling and carton packing machine. The machine should be with appropriate feeder.
- The machine should be able to handle different capacity bottle size with minimum required change of parts.
- Machine should be stainless steel finish
- Machine should have automatic motors speed control
- Machine should have PLC with full safe logic.
- Machine settings should not get disturbed due to power failure. Machine should not restart without human intervention
- Machine should have emergency stop function and closure of all rotating part
- Machine should have hopper and universal cap feeder.
- Main body of the machine shall be M.S. Clad with S.S- 304.

Technical Specification:

- Product size : 1000ml bottle
- Bottle size : Approx. 274 mm height and 78 mm dia.
- Speed : 90 BPM (bottles per minute)
- Drive : A.C. drive VFD

Make : **HYMECH (Mumbai) or HILDEN (Mumbai) or HIEMENS (Faridabad) or KHS or KRONES or Clear Pack.**

3.7 MECHANICAL CONVEYER:

Technical features:

- Structure of SS. 304
- Mechanical Conveyer will convey the filled bottle for manual labeling, heat shrinking and case packing.
- Ac frequency variable drive for variable speed with constant torque
- Conveyer length suitable for manual labeling.
- Minimum vibration in the conveyer operation.
- Conveyer should be stainless steel finish
- Conveyer should have automatic motors speed control
- Conveyer should have emergency stop function and closure of all rotating parts.
- Conveyor should have sufficient width suitable for 500 ml /1000 ml PDW bottle.
- Track section supported on rugged tripod stand of SS, adjustable brackets, having SS channel suitable for adjusting bottle size.
- The adjustment of width of the guides for any changeover is easy and no external tool is required to adjust the guides.
- The exposed framework, drive guards etc. shall be made of SS.
- Conveyors should have SS tray underneath to collect drips/spillage if any.

Technical Specification:

- Product size : 500 ml/1000 ml bottle
- Operation : Automatic PLC based
- Speed : 90 BPM (bottles per minute)
- Drive : A.C. drive VFD
- Make : **HYMECH (Mumbai) or HILDEN (Mumbai) or HIEMENS (Faridabad) or SELVEL (Mumbai) or ITW or Clear Pack.**

3.8 AUTOMATIC WRAP AROUND LABELING MACHINE:

Salient Features:

- Conveyer will convey the bottle for labeling.
- Ac frequency variable drive for variable speed with constant torque
- Wrap around mechanism to wrap the label on the bottle.
- Preferred make of PLC: Siemens/Mitsubishi/or equivalent.
- Should be in conjunction with the filling and capping machine on one side and on other with carton packing machine. The machine should be with appropriate feeder.
- The machine should be able to handle different label size which will paste label on round container.
- Machine should be stainless steel finish
- Machine should be with label dispenser, horizontal conveyors with adjustable guides to handle different size round containers.
- Machine should have automatic motors speed control

- Machine should have label change system with definite program from key board.
- Machine should have proper label dispensing system.
- Machine should have automatic label unwind with photocell for end of reel control and machine stop.
- Machine should have standby power source for heat tunnel conveyor.
- Machine should have back paper rewinding unit.
- Machine should have PLC with full safe logic.
- Machine settings should not get disturbed due to power failure. Machine should not restart without human intervention
- Machine should have emergency stop function and closure of all rotating part
- Main body of the machine shall be M.S. Clad with S.S -304.

Technical Specification

- Product size : 1000ml bottle
- Label size : Maximum label size height 70 & length 300 mm
- Speed : 90 BPM (bottle per minute)
- Drive : A.C. drive VFD

- Make : **HYMECH (Mumbai) or HILDEN (Mumbai) or HIEMENS (Faridabad) or KHS or KRONES or Hilda**

3.9 SHRINK PACKAGING MACHINE:

Web Sealer:

- Web Sealer should be suitable for wrapping, sealing and cutting the LDPE film on 12 bottles of 1000 ml in the matrix of 3x4.
- The control panel should be Heavy Duty PLC base fully automatic and operator friendly.
- The covers and all possible parts should be of SS- 304.
- The Heavy duty infeed slat conveyor carrying 12 bottle in the matrix of 3x4 to web sealer should have variable speed device of reputed make such as ABB/ Allen Bradly/Siemens/ or equivalent.
- The unwinding of Shrink film from rolls should be automatic.
- The web- sealer should be with all safeties and emergency switches.
- The web-sealer should have manual version also.
- The web-sealer should have top and bottom roll mounting attachment and a motorized unwinding system along with dancing rollers and twin sealing bar.

Heating Tunnel:

- The size of Heating Tunnel should be sufficient enough to shrink the polythene tightly on 12 bottle pack of 1000ml bottle in the matrix of 3x4.
- Tunnel should have double layer high quality insulation to prevent heat loss.
- Heaters of sufficient power controlled by programmable automatic temp. Controllers and solid state Relays should be provided.

- Wire mesh conveyor (Heavy Duty) should be with variable speed drive of reputed make such as ABB/ Allen Bradley/Siemens/ or equivalent.
- Covers of Tunnel should be of SS-304.
- Sufficient number of air blowers to agitate the hot air in the tunnel should be provided in top.
- The control panel of Tunnel should be operator friendly.
- The tunnel should be with all safeties and emergency switches.
- At the end of tunnel, there should be a blower for cold air for shrinking of hot polythene film.
- A SS roller conveyor with downward slope is required to be provided at the outlet of tunnel. Its length should be approx.2.0 Meter.
- Capacity of the shrink packaging machine shall be 8 cases per minute.
- Standby power source/Inverter.
- Out feed conveyor approx. 2 meters.
- Capacity : 8 cartons per minute
Make: **Minipack, Vikash, Clearpack**

3.10 Motor Control Centre (MCC):

Vertical free standing semi draw out motor control centre of sheet steel construction with cable entry from bottom complete with bus bar chamber, two incoming feeders with bus coupler, outgoing feeders, ammeters and volt meters

Each outgoing feeder shall have HRC fuser for short circuit protection, power supply isolator. Air break magnetic contactor for power switching for MCC to motor, thermal overload relay, on/off indicating lamps, start/stop push buttons, auxiliary contractors and cable glands.

Panel fabricated out of 2mm thick CRCA sheet having gasketed hinged door on each cubicle, fully powder coated / enamel painted after seven tank treatment, incorporating horizontal and vertical sleeved copper busbars 'complete with all internal wiring, danger board, two earthing lugs, cable chamber etc. as required 'housing below mentioned switchgears / meters.

Incomming-1no., 1000A, 415V 50Hz FP MCCB complete with neutral & accessories as incomer with O/L, E/F, S/C protections

Outgoing- Provision of Suitable nos of outgoing of 415V 50Hz TPN MCCB complete with neutral & accessories as outgoing for all equipment and plant of water treatment in addition of following machine load- Blowing machine (1No.), LP compressors (1 No.), HP compressor (1 No.), Chiller (1 No.), Cooling Tower (1 No.), Labeling machine (1 No.), RFC machine (1 No.), air conveyor (1 No.), mechanical conveyor (1 no.), shrink wrapping machine (1 No.) cartons taping machine (1 No.) and water treatment plant (8 Nos.). 2 Nos. spare TPNs.

3.11 Local push button stations:

Local push button stations for start/stop of each motor and treatment unit enclosed in a box and located near motor/equipment.

3.12 LT Cabling:

Supply and Installation of LT Power cable, conduit, trench. tray etc. between MCC panel and machine center and control cables between MCC and local push button stations (if required). All cabling for electrical & Instruments items between MCC and individual control panels for the plant and machinery of Water Treatment, Bottle blowing machines and all its utility machines, Filling, labeling and packing machines shall be done by vendor as per machine load requirement.

Tentative electrical loads of other than water treatment and recycling system are as under:

S.NO	Description	Load (KW)
1	Cooling Tower Fan	5
2	Cooling Tower Pumps (2 Nos)	15+15
3	Chiller (1 No)	10
4	Compressor - LP & Air Dryer (1 set)	35
5	Shrink Packaging Machine	20
6	R/F/C M/C	10
7	Compressor - HP & Air Dryer (1 set)	55
8	Pneumatic Conveyor	10
9	Bottle Blowing M/C - 4000 BHP (1 No)	55
10	Inkjet Coder	0.5
11	Fork Lift	2
12	Raw Water Pump set	10+10
13	Ultra Filtration	15
14	RO Feed Pump set	10
15	RO Unit	15
16	RO permeate Feed Pumps	10
17	UV	2
18	Ozonator	5
19	Rinse Water Pump Set	5

3.14 OPERATIONAL REQUIREMENT:

- The supplier will have to supply one set of mould installed blowing machine.
- The supplier will have to provide machine operation training to 2 operators for minimum of 7 man days on site.
- Machine should have PLC with full safe logic.
- Machine settings should not get disturbed on account of power failure. Machine should not restart without human intervention.
- The supplier shall provide three set of Technical Manual each in Soft & Hard copy containing following information-

SN	DOCUMENT TO BE SUPPLIED
1	Design and operational characteristic
2	Operation manual
3	Maintenance manual, type of lubricants, lubrication instruction
4	Spare parts manual
5	All engineering drawings, P&ID, As built drawings
6	List of instruments
7	Calibration certificates
8	Warranty / Guarantee
10	P& I process flow diagrams
11	Civil foundation drawings
12	Pre installation requirements
13	Installation requirements
14	Installation manual
15	Technical literature, data sheets and equipment catalogues
16	Calibration Report of all sensors, controllers, PLC, transmitters, indicators etc

3.15 PIPING WORK:

All air and cooling water pipe lines interconnections, fittings and accessories shall be provided by the vendor. All pipe line shall be seam less stainless (SS-316) meeting standard ANSI/ASME/IS 6913.

3.16 Laboratory's equipments and instruments:

All instruments and equipments required for testing and analysis as given in tender document shall be supplied by vendor for in-house testing as per the requirement of IS:14543–2004 for Packaged Drinking Water Bottling Plant. In-house laboratory for sampling, testing and analyzing as per the requirement of BIS Doc: STI/14543/7, AUGUST 2011 or amended thereof.

4. MECHANICAL

- a) Alignment, lubrication, tensioning of all drives and rotating parts as required during the installation and commissioning be carried out by the vendor strictly as per the instructors guide/ manual issued by the manufacturer.
- b) Interconnecting air and water pipe line as required shall be done by the vendor. Design and drawing of pipe line shall be got approved by vendor before delivery of the material.
- c) In case of any welding or other miscellaneous activity to be carried out for the commissioning of the machinery, then the same need to be get done by the vendor.
- d) The actual size of the line is to be decided by the tenderer as per requirements and layout plan.

5. CIVIL WORK

IRCTC will carry out the necessary civil related works as per the design/ engineering details approved by the vendor. However the vendor reserve the right to bring any suitable change/

modification in the said plan as deemed fit for the optimum productivity, and advise the same to IRCTC.

6. **Approval of Layout and design:** Before starting work, approval of layout, design and routing of pipelines shall be taken from IRCTC. Copy of Building layout indicating various areas for equipments and facilities is enclosed as Annexure- VIII.

7. **INSPECTION AND TESTING:**

For automatic bottle blowing machine, compressor, chiller and cooling tower testing shall necessarily be carried out at factory/ manufacturer premises in presence of representative of the Department. All major items/ equipments i.e., motor in assembled condition, associated electrical control panels etc. Shall be offered for inspection and testing at factory/ manufacturers works. The successful tenderer shall give a notice of minimum two weeks for carrying out such tests.

The department also reserves the right to inspect the fabrication job at factory and the successful tenderer has to make arrangements for the same.

8. **TRIAL RUN/ RUNNING – IN – PERIOD:**

After successful installation and commissioning of the blowing and packaging line, a trial run at available production capacity will be carried out for 150 hours or 7 days whichever is earlier. After the bottle blowing and packaging line has operated without any major break down/trouble, it shall be taken over by IRCTC and this shall be the date of acceptance/ taking over.

PART-B

OPERATION & MAINTENANCE OF PACKAGED DRINKING WATER BOTTLING PLANT (RAIL NEER) AT BILASPUR (CHHATTISGARH).

1. Vendor shall provide all **services** towards successful Operation & Maintenance of Packaged Drinking Water Bottling Plant consisting of the following:

- ❖ Water Treatment Plant (*Make-Ion Exchange, provided by IRCTC*)
- ❖ Bottle Blowing Plant
- ❖ Bottle Filling, Coding, Labeling and Packaging machines etc.
- ❖ Air Compressors
- ❖ Chillers & cooling tower
- ❖ Water Recycling system
- ❖ Diesel Generating Set, Electrical substation (HT Panel, Transformer, power cable & LT Panel), electrical fixtures within the process area.
- ❖ All facilities (drive in racks, Fork lift trucks and pallets and their accessories) for storage of raw and finished goods.)
- ❖ Laboratory facilities for regular analysis of water samples.

Vendor shall also provide services towards -

- a. Study of the quality of bore well water available at site.
- b. Suggest process modifications/improvements leading to reduction in use of power, water and chemicals during the contract period.
- c. Exchange information on water related problems to carry out necessary modifications if required.

2.0 Vendor shall provide following **services during normal operation** of the plant :

- a. Operation, maintenance, monitoring including effective operation and management of all facilities related to water for the Packaged Drinking Water Bottling Plant.
- b. Conduct Quarterly review with Indian Railway Catering & Tourism Corporation Ltd. (IRCTC) to document programs, preventive maintenance plans and to target activities towards reducing specific cost of production of bottled water.
- c. Work closely with IRCTC personnel to provide effective management of treatment facilities, in terms of reliability, quality, safety, security, productivity and process enhancement.
- d. Provide following Technical services :
 - Evaluate overall water quality,/Control norms periodically and recommend measures to reduce consumption of power, water and chemicals/maintain standards.
 - Carry out water and wastewater quality monitoring for performance monitoring on a regular basis.
 - Monitoring for evaluating the performance of water treatment and machinery for bottle blowing, filling and packaging equipment

- Provide periodic weekly and monthly summary reports to management highlighting the performance, trends, identifying the problem areas and suggestions for improvement.

3. **Maintenance:** Vendor shall perform preventive, routine and breakdown **maintenance of all equipment** included in the battery limits for maintaining the plant in good operating condition. This includes the following:

- Breakdown Maintenance – As and when need arises. However plant may go to shutdown for **maximum 5 days in year due to unforeseen breakdown** of machine and plant as mutually agreed with IRCTC.
- Preventive Maintenance- There shall be 30 days shutdown of the plant per annum for preventive maintenance and sanitation. Preventive maintenance, checking and sanitation schedule shall be as under-

Daily Sanitation/Maintenance Check-	02 Hrs
Monthly Sanitation/ Maintenance-	02 Days
Annual Maintenance/Overhauling-	06 Days

(annual maintenance shall be in consecutive days preferably in the peak winter season)
- All labour and all consumables shall be provided by vendor.
- All necessary tools tackles if required, shall be arranged by vendor.
- All equipments related to Packaged Drinking Water Bottling Plant (supplied and installed by the contractor as well as provided, supplied and installed by IRCTC but operated by contractor) shall be considered for the maintenance plan and included therein.

3.1 **List of major equipments:** Major list of the equipments to be maintained by the vendor is given under.

S.No.	Description	Qty.	Specification
1	Water treatment Plant	1	8.5 m3/hr
2	Water recycling System	1	3 m3/hr
3	Cooling tower pump set	2	60 m3/hr
4	MCC (Machine Control Centre)	1	440 Volts
5	H.P. Compressor and auxiliaries	1	165 CFM, 40 Bar
6	L.P. Compressor and auxiliaries	1	100 CFM, 8 Bar
7	Automatic Blowing machine	1	4000 BPH
8	Automatic R/F/C machine	1	75 BPM
9	Automatic wrap around labeling machine	1	75 BPM
10	Pneumatic Conveyer	1	15 mtrs (approx)
11	Mechanical Conveyer	1	15 mtrs (approx)
12	Chiller	1	7 TR
13	Shrink Packaging machine	1	8 cartons per

			minute
14	Fork lift	1	1.0 Ton
15	Cooling Tower	1	60 TR
16	DG Set (optional)	1	400 KVA
17	HT Panel	1	11 KV,
18	Transformer	1	22KV/440V, 400 KVA
19	LT Panel	1	440 Volts, 1000 Amps
20	Laboratory Equipments	1 Set	As per IS 14543:2004

3.2 Capacity of the Plant:

Capacity of the U/G RCC Storage Tank	150 m³
Capacity of the Drinking Water Treatment Plant (post RO)	8.5 m³/hr of product water
UF permeate storage tank (FRP)	15 m³
RO permeate storage tank (SS – 316)	7.5 m³
Bottle Blowing Machines	1 No., Capacity 4000 BPH each
Rinser-Filler- Capper Machine	1. No. , Capacity 75 bottles per minute
Auto labeling, Packaging and other ancillary equipments	1. No. , Capacity 75 bottles per minute
❖ Storage Facility	For stacking and storage of 4-5 days production stock
❖ Operation of plant	Local panel based automatic operation 22 hrs /day (3 shifts / day)
❖ Output of the Plant	72000 bottles per day

3.3 Quality of Raw Water:

Bore wells water shall be used for process plant.

Note: Treated water must confirm to standards for Packaged Drinking Water as per IS: 14543-2004 as well as parameter set by IRCTC within IS 14543-2004 after examining the actual parameters of permeate water. TDS of product water should not exceed beyond 100 PPM.

3.4 Drinking Water Treatment Plant:

Water treatment plant as described below shall be provided by IRCTC(not part of this contract). Operation and maintenance of entire plant shall be done by vendor.

3.4.1 Drinking Water Treatment Plant shall be designed to remove suspended and colloidal impurities, organic matter and pesticides if any. All other parameters like TDS, Hardness, Silica and Chlorides shall conform to IS: 14543-2004. The

treatment scheme shall confirm generally to the process flow block diagram shown in **Annex. VII**

- 3.4.2 Water Treatment plant shall be designed for **local panel based automatic operation.**
- 3.4.3 Pre treated water from clarifier or Bore well water will be dosed with sodium hydrochloride for oxidation of residual organic matter & COD and stored in a closed reservoir in RCC lined internally with glazed tiles (constructed by IRCTC). The tank will have a slope at the bottom to facilitate cleaning.
- 3.4.4 Water will then be passed through an Activated Carbon filter (ACF) for removal of free chlorine. The carbon filters will be backwashed once in a day.
- 3.4.5 The filtered water from the carbon filter shall flow into a softener for removal of hardness before feeding to an ultra filtration (UF) plant.
- 3.4.6 Soft water will then be pumped to UF membrane skid through 100 micron basket strainer. The membrane will remove suspended solids, colloidal matter, dissolved organic matter, COD/BOD, heavy metals, colloidal silica. UF permeate will be stored in a storage tank and pumped through micron cartridge filter and to the RO skid by means of high pressure pumps to the downstream Reverse Osmosis unit (RO Plant) for reduction of TDS.
- 3.4.7 The permeate stream (product water) from RO Plant shall be passed through a calcite filter for correction of pH, micron cartridge filters No. 1 (1 μ) and No. 2 (0.2 μ) followed by UV and Ozonator prior to bottling plant to produce bacteria free bottled water.
- 3.4.8 UV & Ozonator are provided to control all bacteria and produce totally bacteria free water with shelf life of bottled water six months from the date of manufacturing with zero bacteria during shelf life. **Vendor to confirm shelf life.**
- 3.4.9 Bottles shall be capped and sealed during filling with treated UV & ozonated product water under hygienic condition to eliminate ingress of any bacteria during filling. All Drinking water bottles shall be under Brand name of '**Rail Neer**'.

All the effluent streams – Carbon filter backwash, UF backwash shall be mixed together shall be utilized for irrigation of trees & plants in railway land or shall be discharged into the rain water harvesting pit. RO reject and softener re-generate waste will be discharged to solar pond.
- 3.4.10 The Drinking water treatment plant shall be operated in a manner that final treated water for packaging conforms to IS 14543-2004.

4.0 Services to be offered:

Operation, Maintenance and Monitoring of the Plant for duration of 5 years. This includes running the plant, maintenance, operation, monitoring, supply of all consumables, spares, chemicals, membranes, filtering media, cation resin, cartridges, replacement of wear out parts etc. & supply of technical & non-technical manpower and ensuring consistently quality & quantity of treated product water vendor should confirm & furnish details of O&M services along with bid.

Vendor shall provide all services towards successful Operation & Maintenance of Packaged Drinking Water Bottling Plant consisting of the following:

- Packaged drinking water treatment plant (**provided by IRCTC**)
- Water recycling system (**provided by IRCTC**)
- One No. automatic Bottle blowing machine.
- Automatic Rinsing, Filling and capping machine.
- Chiller Unit
- Diesel Generator Set. (**provided by IRCTC**)
- HP & LP Air Compressor and accessories
- Laboratory facilities for regular analysis of water sample.
- Automatic Wrap Around labeling machine,
- Carton sealing machine (optional)
- Storage facilities of finished and raw material.
- One nos fork lift. (**provided by IRCTC**)
- Shelf life sample and store.
- Various interconnecting pipelines etc
- MCC panel
- Substation including HT Panel, Transformer, LT Panel (**provided by IRCTC**)

Vendor shall also provide services in the contract period towards process modifications/improvements leading to reduction in use of power, water and chemicals during the contract period.

5.0 Detail scope of Work:

Vendor shall provide following services during normal operation of the plant:

- 5.1 Operation, Maintenance and Monitoring of the PDW Bottling Plant for duration of 5 years. Operation, maintenance and monitoring includes management of all facilities related to production of purified and treated water and facilities related to Bottle blowing, filling, labeling and packaging.
- 5.2 In a year, Plant shall be operational round the clock in three shifts for 327 production days. No production is to be done for 35 maintenance days (24 maintenance/sanitation days, 6 days for annual overhauling/maintenance and 5 days for breakdown maintenance) and 3 national holidays.
- 5.3 Firm shall ensure that permeate water at 8.5 m³/hr with characteristics as designed is produced during the contract period. The bottling plant shall produce 72,000 bottles per day (6000 cartons per day). The plant shall produce packaged drinking water in bottles of capacity of 1 litre neatly labeled and suitably packed.
- 5.4 All raw materials required for production of PDW shall be supplied by IRCTC. This includes mainly preform, Cap, Label, Ldpe shrink roll. Other supplies like water, Electricity and HSD oil (for DG set operation) shall be in IRCTC scope.
- 5.5 Firm shall supply all operation consumables such as membranes/ cartridge filter elements, filtering media, Activated carbon, resins, chemicals, coolants, lubricants, ink for coding machine & glue for labeller etc.

- 5.6 Firm shall carryout comprehensive running maintenance /repair jobs of all equipment, piping, tanks and other facilities within the packaged drinking water bottling plant so as to keep the plant at rated output level. This includes supply of all spares (replacement of worn out parts except Capital spares) and maintenance consumables such as O rings, gaskets, Gland packing Drive belts, Adhesives, wire, fuses, bulbs/tubes, indication lamps, gauges and display units, sensors, grease and lubricants, valves in water treatment system, switches and MCBs, fasteners, general hardware etc.
- 5.7 For all equipments of the Plant, Firm shall ensure compliance of manufacturers recommended preventive maintenance schedules/overhaul practices, which includes replacement of spares where ever recommended. Maintain adequate documentation of the same to know about general health of the plant and also for information of IRCTC.
- 5.8 All necessary tools tackles required for operation and maintenance of the plant shall be arranged by firm.
- 5.9 On need basis, IRCTC shall supply Capital spares defined in the tender documents.
- 5.10 The need for provision of Capital spare shall have to be established on basis of service life, past maintenance history and that firm is not responsible for its damage on account of faulty operation and maintenance practice. Further its fitment and commissioning will be done by firm.
- 5.11 Ensure that raw material rejection during production is below 1.5% calculated on monthly basis.
- 5.12 Periodic checks/calibration of various measuring and monitoring instruments and ensures their proper working.
- 5.13 Provision of required skilled/ unskilled manpower including adequate supervision, for O & M, Labeling, packaging, stacking and loading/Unloading activities of finished product as well as raw materials.
- 5.14 Firm shall be responsible for proper storage and stacking of finished goods. Drive in Racking system along with Battery operated Fork lifter trucks are provided in plants.
- 5.15 Ensure Housekeeping and cleanliness of Shop floor area, storage area and utility facility area.
- 5.16 Supply of consumables and chemicals along with Provision of Chemists, Microbiologist and other staff for round the clock functioning of in house lab. Objective of In house lab is to test water quality during various stages of water treatment as well as to ensure that final product meets Quality norms given in BIS specification IS 14543: 2004.
- 5.17 Study of the quality of bore well available at site and suggest modifications, if any required for process modifications/improvements leading to reduction in use of power, water and chemicals during the O & M services contract period. Exchange information on water related problems to carry out necessary modifications if required.
- 5.18 Upkeep of all necessary documentation and records such as log sheets, charts, performance registers, inventory registers, equipment history, power consumption, laboratory test reports, daily, weekly, monthly, performance reports, chemicals and reagents consumption reports and all such other related documentation as advised by IRCTC.
- 5.19 All necessary tools and tackles required for operation and minor maintenance of the plant.
- 5.20 Vendor shall develop and maintain all necessary documentation and records such as log sheets, charts, performance registers, inventory registers, equipment history, power consumption, laboratory test reports, daily, weekly, monthly, performance reports, chemicals and reagents consumption reports and all such other related documentation as advised by IRCTC. Such of these reports as advised from time to time shall be

submitted on the periodical basis to IRCTC. Relevant important data shall be computerized for easy scrutiny of various parameters as well as given in graphical form wherever possible to facilitate monitoring of the performance on a monthly basis by first week of every month.

- 5.21 Vendor shall maintain accounts for receipt, consumption and inventory of all chemicals, cartridge filter elements as per the consumption pattern.
- 5.22 Vendor shall ensure compliance of manufacturers recommended maintenance schedules/ replacement of spares as per recommended time schedules for all equipments and maintain adequate documentation of the same.
- 5.23 Firm shall supply adhesive labelling and ink cartridge for printer.

Vendor shall be responsible for the following activities:

6.0 Maintenance:

- ◆ Vendor shall carryout all running maintenance /repair jobs required to keep the plant at maximum productivity level. These shall include maintenance of all equipment, piping, tanks and other facilities within the PACKAGED DRINKING WATER BOTTLING PLANT.
- ◆ Vendor scope shall include supply/provision of all consumables like gaskets, gland packing, O rings, drive belts, bulbs, fuses, blades, pasting materials like Fevicol, grease, lubricants, ink for coding machine & glue for labeler etc.
- ◆ Vendor shall carry out maintenance jobs as and when problems/defects are noticed without any delay and without affecting the output of the plant.
- ◆ Vendor shall periodically check/calibrate the various instruments and ensure their proper working.
- ◆ Vendor shall periodically check equipment, lubrication, adjustments etc. to ensure proper performance.
- ◆ Vendor shall maintain his own tools & tackles for carrying out all maintenance jobs.
- ◆ Vendor shall co-ordinate with the sub-vendors and would assess the requirement of spare parts so that these are maintained and run smoothly at minimum inventory cost.
- ◆ The house keeping and keeping PACKAGED DRINKING WATER BOTTLING PLANT in good condition will be done by vendor.
- ◆ Vendor shall preform preventive, routine and breakdown maintenance of all equipment included in the battery limits for maintaining the plant in good operating condition. This includes the following:
- ◆ Breakdown Maintenance – As and when need arises. However plant may go to shut down for **maximum 5 days in year due to unforeseen breakdown** of machine and plant on mutually agreed with IRCTC.
- ◆ Preventive Maintenance- there shall be **30 days for preventive maintenance** as under-

Daily Sanitation/Maintenance Check	-	02 Hrs
Monthly Sanitation/ Maintenance	-	02 Days
Annual Maintenance/Overhauling	-	06 Days

(annual maintenance shall be in consecutive days preferably in the month of Dec/Jan)

Maintenance of plant and machineries shall be done as per recommendation of OEM operating manual of machineries.

- ◆ All other equipments related to Packaged Drinking Water Bottling Plant shall be considered for the maintenance plan and included therein.

6.1 **Mechanical:**

The scope of work shall be as follows:

- ◆ Alignment, lubrication, tensioning of all drivers and rotating parts as required from time to time as per the details in the instruction manuals.
- ◆ Dismantling and assembling of equipment items, components and subassemblies like pumps, motors, agitators, drive heads, center mechanism, gearboxes as required.
- ◆ Cleaning and flushing of pipe lines including necessary outting and welding.
- ◆ Dismantling, servicing and re-fixing of valves wherever necessary.

6.2 **Electrical:**

The scope of work shall be as follows:

Replace blown out H.R.C. fuses, indication lamps, meters, silica gel, capacitors, contactor, switches, MCCBs etc.

Ensure tightness of all connection including cables at the termination point.

Checking of contacts of contactors of LT and MCC Panel and capacitor Bank and replace the defective Replacement of defective and worn out capacitors.

Measure the earth resistance of all earthing stations and ensure that the equipment are properly earthed i.e. there are no loose joints. Insulation measurement/Meggering of system and recording the results.

ON/OFF operation of all switches including cleaning and lubricating of operating mechanisms.

Testing IR value of transformer. Ensure that the space around outdoor sub-station is free from weeds, grass etc. Checking and cleaning of insulators/bushings. Testing /Dehydration (if required) of Transformer,

Testing and calibration of protective Relays and their settings in HT Panel with secondary injection test set including checking, overhauling, removal of defect and coordination of relay setting.

Servicing of H.T. VCB & L.T. ACB's. Proper functioning of Mechanical/ Electrical interlock wherever provided.

Proper functioning of P. F. Correction Relay.

6.3 **Instrumentation:**

The scope of work shall be as follows:

- ◆ Instrument Control Panel:
Clean the panel interior & exterior
Check for the tightness of terminals, cable end & earthing terminations

- Check fuses, indicating lamps, switches, PBS.
- Check the alarm and annunciator for its proper functioning
- ◆ Panel Instruments:
 - Check the terminals of connections
 - Check the function of instruments for zero/span valves
 - Replace the fused bulbs, PBs, recorder charts
 - Calibrate the instruments
- ◆ Field Instruments:
 - Check the tightness of terminals, cable and termination and earthing studs
 - Replace the defective components, if observe Calibrate the instruments

6.4 **Site Management & Services:**

SUPPORT AT SITE BY VENDOR - Round the Clock, Total Responsibility

- Trained Technical Executive to be posted at site.
- Daily Treated water Analysis in the laboratory at site.
- Daily Monitoring of Chemical Dosing and Consumption.
- Daily tests of major guaranteed parameters.
- Half Yearly review with client on performance by Technical Manager
- Operation of all PACKAGED DRINKING WATER BOTTLING PLANT units to deliver target quantity & quality of water.
- Preventive maintenance and breakdown maintenance.
- Timely Chemical injection/cleaning.
- Treated Bottled Water quality shall be monitored always regularly as specified in this document
- All specified parameters shall be maintained and monitored regularly.
- Two drinking water samples shall be collected per shift each at outlet of RO Plant as well as bottled water separately for testing in the plant. All parameters as per requirement of BIS shall be analyzed. Sampling and testing frequency shall be as per the requirement of BIS-14543- 2004

6.5 Long Term:

Study for improvements – water saving, performance betterment in terms of reducing manpower, power, water and chemical consumption.

6.6 **Spare parts and Consumables:**

Vender shall provide all spares and maintenance consumables such as O rings, gaskets, Gland packing Drive belts, Adhesives, wire, fuses, bulbs/tubes, indication lamps, gauges and display units, sensors, grease and lubricants, valves, bush, seal cover, lock pin, gasket, plug, connector, pipe, nut/bolt, washers, bearing, oil seal, shaft, screw, switches and MCBs, fasteners, general hardware, chemicals etc.

Vender shall keep spare parts recommended by OEM of each machine in the O&M store at plant for regular preventive maintenance and annual overhauling or for the requirement of

replacement parts basis running time of the machine. Other parts not recommended except capital parts shall be arranged by vender as and when required.

6.7 Capital parts:

Any replacement of capital equipment such as mould, Fork Lift & generator battery (use full life three years), complete machine/equipment (after expiry of useful life or damage due to force majeure) of packaged drinking water bottling plant shall be provided by IRCTC. However vendor has to justify that above parts/ machine/equipment are not damaged due to negligence in operation or in handling.

7.0 Manpower Requirement:

The tentative required minimum number of manpower per shift should be deployed by the contractor for carrying out all activities efficiently as per O&M contract, which are categorized broadly as under-

Sr No	Location	Desired Man Power
01	Site In-charge	01 (General shift only)
02	Shift Engineer	01
03	Lab Chemist	01
04	Micro Biologist	01(General shift only)
05	Bottle Blowing M/C Operator	01
06	Filling M/C Operator	01
07	Labeling machine operator	01
08	Shrink Packaging machine Operator	01
09	Utility Operator	01(2 in General shift only)
10	Fork Lift Operator	01
11	Helper Bottle Blowing	01
12	Helper Filling M/C	01
13	Helper Light Inspection	01
14	Helper Labeling	01
15	Helper Carton packaging	02
16	Helper Carton Stacking (Final)	02
17	Helper House Keeping	01(General shift only)
18	Helper Loading/Unloading	07 (General shift only)

Summary of staff required

	1 st shift	2 nd shift	3 rd shift	Total
Engineer/Manager (E)	2	1	1	4
Supervisor (pe. &Quality) (S)	2	1	1	4
Operator (Skilled) (O)	7	6	6	19
Helper (semi skilled) (SS)	9	8	8	25
Helper (Un-skilled) (US)	7	0	0	7
Total	27	16	16	59

Site In-charge: The Site In-charge must be an engineer having Degree in Electrical or Mechanical Engineering with minimum 5 years of experience of operation and maintenance of similar kind of plant. The operation and maintenance of entire scope of work stated in this tender shall be under his charge and normally he shall be posted in General / Day Shift (9:30AM - 6:00PM). He shall arrange and organize shut downs if warranted, plan and organize schedules for maintenance, coordinate with the Plant Manager of IRCTC.

Maintenance Engineer: Maintenance Engineer must have a Bachelor Degree or Diploma in Electrical/mechanical engineering with minimum experience of 5 years of Maintenance of similar kind of plant or process industry. He shall be posted in general shift or as and when required and responsible for routine and breakdown and preventive maintenance of plant.

Shift In-charge:- The Shift In-charge must be an engineer with Degree/Diploma of Electrical/Mechanical Engineering and adequate experience of shift duties in similar type of water plant. He shall be posted in shift of 8 hours.

Three Shift In-charges (one each must be mechanical and electrical stream) would be deployed in a day and one as a Reliever. He shall be responsible for operation of plant. He shall report to the Site In-charge of the Contractor.

Operators: The Operators shall be Diploma in Electrical Engineering or ITI with adequate experience of shift duties of similar kind of work. One operator with each stream (Utility, Blowing machine, Filler machine, Fork Lift, shall be posted in each shift of 8 hours. These operators in each shift with a reliever would be deployed and they would be responsible for maintaining log books and operations during his shift. They will report to the respective Shift In-charge deployed by the Contractor. The Site Incharge of the contractor shall be required to coordinate with the Engineer In-charge on a regular basis.

ABSENCE:

The Site In-charge shall be responsible to ensure that there is no absence of persons in any shift for any work assigned as per the contract.

8. Facilities to be provided by IRCTC:

Following facilities shall be provided by IRCTC for smooth functioning of the proposed system:

- (i) Furnished room for office, laboratory and stores.
- (ii) Tele phone/Fax connection, intercom connection as per IRCTC centralized infrastructure.
- (iii) Access to all areas of the plant.
- (iv) Power supply from SEB. Diesel oil required for generation of power from DG Set.
- (v) Electrical sub-station including H T Panel, Transformer, L T Panel, power cables up to LT panel. However, operation and maintenance of electrical installation shall be done by vendor.
- (vi) Supply of Raw water from Bore wells or local municipality or any other source. Maintenance of Bore well pump sets.

- (vii) All civil and plumbing maintenance of Plant including Painting of building as and when required.
- (viii) Water harvesting, Horticulture, Landscaping, Solar pond, Sewage treatment plant.
- (ix) Firefighting system.
- (x) Raw materials for bottling and packaging i.e. preforms; caps; Labels; Shrink wrap film rolls.
- (xi) Any replacement of capital equipments of Plant and machine as specified in clause 6.7 under scope of work of this tender document.
- (xii) Necessary work permits as required for the staff, labour and visiting experts of vendor.
- (xiii) All legal compliances such as BIS, Pollution control, factory Act, SEB, central excise, sale tax authority etc.
- (xiv) Security Services for whole plant.
- (xv) Insurance of raw material, final product and the plant Building, Plant machineries.

Note: Vendor shall maintain the office facility provided by IRCTC and charges of telephone/fax bill shall be deducted from monthly O&M bill.

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

GENERAL CONDITIONS OF CONTRACT:

1.0 Definitions:

The following words and expressions shall have the meanings hereby assigned to them:

“**Contract**” means the Contract Agreement entered into between the IRCTC and the Vendor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

“**Contract Documents**” means the documents listed in Article 1.2 (Contract Documents) of the Contract Agreement (including any amendments thereto).

“**Contract Price**” means the sum specified in Article 2.1 (Contract Price) of the Contract Agreement, subject to such additions and adjustments thereto or deductions thereof, as may be made pursuant to the Contract.

“**Commissioning**,” means operation of the Facilities by the Vendor to a level of output not less than 66% of the Guaranteed Production Capacity as provided in Clause Commissioning hereof.

“**Commissioning Certificate**” is the Certificate to be issued by the IRCTC as per the contract document.

“**Completion of the Facilities**” means the Facilities have been commissioned as per clause Commissioning in this contract document. The Facilities will be considered completed in all respects and accepted when performance guarantee parameters are established as per Clause Performance Guarantee Test and Final Acceptance Certificate has been issued by the IRCTC.

“**Contract Documents**” All documents consisting of all parts of price bid and all papers and agreements between the IRCTC and Vendor in Order of Precedence of the Contract Agreement, all documents forming part of the Contract (and parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

“**Day**” means calendar day of the Gregorian Calendar.

“**Defect Liability Period**” means the period of validity of the warranties given by the Vendor commencing from the date of issue of Commissioning Certificate of the Facilities, during which the Vendor is responsible for defects with respect to the Facilities as provided in Clause 30 (Defect Liability) hereof.

“**Effective Date**” means the date of issue of Letter of Acceptance.

“**Engineer**” means the person appointed by the IRCTC in the manner provided in Sub-Clause (Engineer) hereof and to preform the duties delegated by the IRCTC.

“Entire Agreement” The Contract constitutes the entire agreement between the IRCTC and Vendor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

“Facilities” mean the work specified in Technical Specification and include the design & engineering work, civil engineering work, supply of the steel structures, plant and equipment, commissioning spares and installation services to be carried out by the Vendor under the Contract.

“Final Acceptance” means the acceptance by the IRCTC of the Facilities, which certifies the Vendor’s fulfillment of the Contract in respect of Performance Guarantees of the Facilities in accordance with the provisions of Clause Performance Guarantee Test.

“Final Acceptance Certificate” is the Certificate to be issued by the IRCTC as per Clause 28 hereof.

“Governing Law” The Contract including the Arbitration proceedings shall be governed by and interpreted in accordance with laws of India.

“Headings” The headings in the Terms and Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

“Installation Services” means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Vendor under the Contract; e.g., design & engineering, supervision work, Customs & Port clearance, loading & unloading, dismantling & modification, intermediate storage, transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Vendor’s Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, demonstration of performance guarantee tests, the provision of operations and maintenance manuals, training, etc.

“Inspector” / “Inspecting Engineer” shall mean any person or firm nominated by or on behalf of the IRCTC or his duly authorized agent to inspect equipment, materials, supplies or work under the Contract.

“Interpretation Language” All correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with English language.

“Incoterms” Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Course Albert 1er, 75008 Paris, France.

“Month” means calendar month of the Gregorian Calendar.

“Plant and Equipment” means permanent plant, equipment, machinery and things of all kinds to be provided and incorporated in the Facilities by the Vendor under the Contract but does not include Vendor’s Equipment.

“Performance Guarantee Test” means the test(s) specified in the Technical Specifications to be

carried out to ascertain whether the Facilities are able to attain the Performance Guarantees specified in the Technical Specifications in accordance with the provisions of Performance Guarantee Test.

“Pre-commissioning” means the checking, testing including conducting of integrated trial runs (cold integrated trial runs in case of Facilities involving operation at high temperature) and meeting other requirements specified in the Technical Specifications that are to be carried out by the Vendor in preparation for Commissioning as provided in Preliminary Acceptance hereof.

“Preliminary Acceptance” of the Facilities means that the Facilities have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of Pre-commissioning of the Facilities have been completed; in other words, that the Facilities are fit for Start-up & Commissioning and Preliminary Acceptance Certificate has been issued as provided in the contract document hereof.

“Preliminary Acceptance Certificate” means the Certificate to be issued by the IRCTC on successful completion of Preliminary Acceptance Tests.

“Persons” Words importing persons or parties shall include firms, Corporations, Companies, Joint Ventures, Consortiums and Government entities.

“Sub-Vendor”, including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-Contracted directly or indirectly by the Vendor, and includes its legal successors or permitted assigns.

“Site,” means the land and other places upon which the Facilities are to be installed, and such other lands or places as may be specified in the Contract as forming part of the Site.

“Singular and Plural” The singular shall include the plural and the plural the singular, except where the context otherwise requires.

“Time for Completion” means the time specified within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the stipulations made in the Contract Agreement and the relevant provisions of the Contract.

“Taking Over” means the IRCTC, after issue of the Commissioning Certificate, shall be responsible for the care & custody of the Facilities together with the risk of loss or damage thereto, and shall thereafter take-over the Facilities.

“Technical Specifications” mean the technical specifications, schedules, detailed designs, and statement of technical data, performance characteristic value and all other particulars of the Contract.

“Vendor” means the person(s) whose bid to perform the Contract has been accepted by the IRCTC and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Vendor. In case Contract is with Consortium of two or more members then the Vendor shall mean one or more members of Consortium as the case may be.

“Vendor’s Representative” means any person nominated by the Vendor and approved by the IRCTC in the manner provided in Sub-Clause 17.2 (Vendor’s Representative) hereof to perform the duties

delegated by the Vendor. For site work Vendor's Representative shall also mean the representative of Sub-Vendors and Sub-Vendor's Sub-Vendors.

“Vendor's Equipment” means all plant, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation completion and maintenance of Facilities that are to be provided by the Vendor, but does not include Plant & Equipment, or other things intended to form or forming part of the Facilities.

2.0 “Amendment” No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.

3.0 “Vendor” The Vendor shall be an independent Entity performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

Subject to the provisions of the Contract, the Vendor shall be solely responsible for the manner in which the Contract is performed.

All employees, representatives or Sub-Vendors engaged by the Vendor in connection with the performance of the Contract shall be under the complete control of the Vendor and shall not be deemed to be employees of the IRCTC, and nothing contained in the Contract or in any Sub-Contract awarded by the Vendor shall be construed to create any Contractual relationship between any such employees, representatives or Sub-Vendors and the IRCTC.

Terms and Conditions:

4.0 TWO BID SYSTEM:

- 4.1 The Tender document (Two Bid System) will consist of Part-I, Technical Bid Document & Part-II, Commercial Bid. The terms/ details are narrated hereunder:
- 4.2 The vendor shall submit Technical Bid (Part - I) & Commercial Bid (Part - II) separately in sealed covers on or before the due date and time mentioned in the enquiry. No claims of delay beyond the due date and time will be entertained at a later stage.
- 4.3 The Technical Bid should cover the technical specifications and the scope of supply/service offered by the vendor with reference to the tender enquiry. The Commercial Bid should cover the commercial terms and conditions as payment terms, mode of payment, terms of dispatch, duties, taxes, vendor's credit, validity of quotation, warranty, liquidated damages, etc. No price figures should be given in the Technical Bid.
- 4.4 The Price Bid should indicate price linking to scope of supply/ services in the Technical Bid. Itemized prices to be given where applicable.
- 4.5 The above two sealed covers enclosing Technical Bid (Part - I) and Commercial Bid (Part - II) shall be kept together in another cover which should also be sealed and super scribed with the following details:

TENDER NO. 2013/IRCTC/RNP/BSP/P&M/2013 dated 26.08.2013

DUE DATE FOR RECEIPT OF OFFER 30.09.2013 at 15.00 hrs.

Opening of Technical Bid on same day **30.09.2013 at 15.30 hrs.**

- 5.0** Bid documents (both parts) received after due date will not be considered. No extension will be permitted. **EMD of Rs. 2,00,000/- (Rupees Two Lakh) in the form of Bank Draft** in favour of “Indian Railway Catering and Tourism Corporation Ltd.” drawn on any scheduled commercial bank payable at New Delhi, is required to be submitted along with bid documents. In case, offer is not accompanied by Earnest Money, the same will be summarily rejected.
- 5.1 The Earnest money shall remain deposited with IRCTC for a period of **120 days** from the date of opening of the tenders. If validity of offer is extended, the Earnest Money will be continued to be with IRCTC.
- 5.2 No interest shall be payable on the Earnest Money.
- 5.3 The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.
- 5.4 The Earnest money of the successful tenderer will be returned after the Security deposit as required is furnished.
- 5.5 The Earnest money of the unsuccessful tenderer will be returned soon after the decision to award the contract is taken.
- 6.0** Fax/ E-mail response to tender, incomplete tender or tender not fulfilling laid down instructions.
- 7.0** Including responses/ quotation sent in loose envelope shall be summarily rejected.
- 8.0** The IRCTC reserves the right to accept the tender either in whole or in part and the prices quoted by the vendor shall hold good even if the tender is accepted in part by the IRCTC.
- 9.0 Prices:**
- 9.1 Vendor shall quote for lump sum price along with detailed break-up as per price schedule enclosed with this bid document. The cost of plants and equipments as quoted in the **price schedule** will constitute contract price/ contract value.
- 9.2 The quoted prices shall be firm during the period of the contract and shall be on F.O.R site basis, as applicable and inclusive of all taxes & duties.
- 9.3 The vendor shall indicate clearly all taxes and duties applicable in the offer.
- 9.4 Local manufacturing items with their cost details to be indicated separately.
- 9.5 The quoted price shall include operation and maintenance of the plant for a period of five (5) years from commissioning inclusive of supply of all consumables, spare parts etc. required for plant operation

10.0 Packing:

- a) Packing charges are to be included as part of the basic price or if the vendor so wishes, these charges may be shown as a separate cost. However, packing of the machine/equipment/parts should be in accordance with the best established practices so as to protect the contents from damage during transit from the point of manufacture until after arrival at site, under conditions which may involve multiple handling, transportation by rail, road, storage, exposure to heat, moisture, rain etc.

- b) All packing cases, containers, packing and other similar materials shall be the property of the IRCTC and the same will not be returned unless otherwise stated specifically in the offer and accepted by the IRCTC.

11.0 Validity:

The quotation shall be valid for a minimum period of **120 days** from the date of tender opening.

- 11.1 Tender should be accompanied by earnest money deposit as mentioned in tender in the form of Demand Draft drawn in favor of **INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED**, drawn on any scheduled commercial bank payable at New Delhi. Earnest Money in any other form shall not be acceptable. No interest shall be paid on EMD for the period during which the deposit lies with Indian Railway Catering and Tourism Corporation Limited.
- 11.2 Full details of materials including the manufacturer's name and brand of items must be mentioned wherever applicable.
- 11.3 Date of delivery prescribed shall be deemed to be the essence of the purchase order/contract. Deliveries should be completed up to/within six months from the date of placement of order/letter of Indent.
- 11.4 Tender is required to be submitted with drawing, specifications and submitted as such, shall be deemed to mean that the bidder submitting such a bid is fully acquainted with the technical details.
- 11.5 The price quoted must be firm and free from escalation.
- 11.6 Bidders should clearly state the percentage of discount, if offered by them.

12.0 BID PRICES:

- a. The Bidder shall indicate total Bid Price of the equipments and services it proposes to supply under the Contract. The bid price indicated should be inclusive of all taxes/duties/ levies etc. on FOD basis.
- b. The bidders are requested to furnish detailed break-up of taxes duties & levies considered by them on various components of work. The bidder should indicate the basic price, sales tax, excise duty, custom duty, etc in their bid.
- c. Bidder should mention its after service stations in India to provide after sales service satisfactorily.
- d. Calibration & recalibration to be done by the supplier as & when required by IRCTC Ltd. during first three months should be included in the bid price which needs to be specified.
- e. Bidder shall provide a complete list of recommended spare parts of shrink wrapping machine.

13.0 BID CURRENCY.

For all goods and services covered in this Bidding Document prices shall be quoted in Indian Rupees only.

14.0 Design, Drawings & Technical Document:

The Vendor shall be responsible for supply of all the design, drawings and technical documents & information in respect of the plant & equipment & commissioning spares. The Vendor shall deliver the design, drawing, technical documents & information to the IRCTC.

15.0 Dismantling & Demolition of Existing Building, Structures, Plant & Equipment:

As per site conditions, if required the Vendor shall be responsible for carrying out minor dismantling / demolition of necessary existing buildings and structures including foundations, covered works and stacking and expeditious removal of the debris to the dumping ground to be specified by the IRCTC.

16.0 Plant and Equipment:

The scope of plant & equipment is described in the Technical Specifications and Drawings.

The Vendor shall furnish a copy of the un-priced Orders / Contracts for all the bought out items.

17.0 Commissioning Spares:

The Vendor shall supply adequate commissioning spares along with the plant & equipment mentioned in this document. The supply of commissioning spares shall not be limited to the items & quantities included in this document (to be read with Technical Bid document).

Should the commissioning spares found to be inadequate, the Vendor shall supply without any extra cost to the IRCTC, additional required commissioning spares within the time schedule to ensure that the Facilities are commissioned. The un-used commissioning spares shall be the property of the IRCTC.

18.0 Operation and Maintenance Spares:

The Vendor shall furnish list of spares required for the normal operation and maintenance of the Facilities, for a period of five years, which will be required after commissioning.

The Vendor shall furnish a list of such operation & maintenance spares along with prices.

The list of spares shall include such details as:

- a) Item number of equipment in Contract.
- b) Designation.
- c) Number per item.
- d) Materials indicating chemical composition and physical properties like fits and tolerances, finishes, heat treatment, etc.
- e) Manufacturing drawing number/ordering specification number.
- f) Catalogue reference.

The Vendor shall supply complete ordering specification including the list of suppliers and manufacturing drawings (except for the proprietary items) with bill of materials and material specification and catalogues with reference details shall also form part of such ordering specification.

The Vendor shall undertake to supply operation & maintenance spares at reasonable price at any time later during the life of the Facilities on request from the IRCTC. In case during the life of the Facilities, any spare(s) becomes obsolete or goes out of Vendor's production program, the Vendor shall serve prior written notice of not less than six months to the IRCTC to that effect and furnish detailed manufacturing drawings to the IRCTC for such spares, if not

already furnished. Vendor shall also ensure that the IRCTC is in a position to procure such spares in sufficient quantities at reasonable prices before these become obsolete or go out of production program as stated above.

It should be found any time prior to Final Acceptance that the list of operation & maintenance spares as furnished by the Vendor does not include any spares, which are normally required for operation and maintenance of the Facilities, then the Vendor shall supply such spares promptly and without any extra cost to the IRCTC.

19.0 Initial Fill, Lubricants and Chemicals:

The Vendor shall supply along with the Plant & Equipment the oils, grease & lubricants required for the initial fill including flushing liquor and also chemicals for pickling, etc., well in advance, for commissioning of the Plant & Equipment.

The cost of such initial fill of oils including hydraulic oils, grease and other lubricants is included in the Contract Price. Should the oil, grease & lubricants found to be inadequate, the Vendor shall supply without any extra cost to the IRCTC, additional required oil, grease & lubricants, within the time schedule to ensure commissioning is not held-up. The un-used oil, grease & lubricants shall be the property of the IRCTC. The prices for such initial fill of oils including hydraulic oils, grease and other lubricants are mentioned in this document.

The Vendor shall be responsible for supply of adequate quantities of such oils, grease & lubricants and chemicals as mentioned in this document or as may be required for this purpose till commissioning.

These oils, grease & lubricants should be preferably of Indian origin. In the case of imported oil, grease & lubricant, the Vendor for procurement shall furnish specification for the same in future.

The Vendor shall also furnish consumption rates of all the consumables along with estimated annual requirement and ordering specification for reference of IRCTC.

20.0 Special Tools & Tackles:

The Vendor shall supply along with the Plant & Equipment special tools & tackles as per requirement, which will be required for erection, commissioning, operation, and maintenance of the Facilities.

21.0 Civil Engineering Work:

The Vendor shall be responsible for timely submission of the details of foundation such as size, load etc. so that IRCTC can arrange for casting of foundations through civil contractor. However carrying out other connected civil work for erection/ laying of pipes, cables etc. is the responsibility of vendor which is included in the scope of work as per Technical Specifications.

It is presumed that the Vendor has already inspected the site and satisfied itself about the actual site conditions and has collected any other information, which may be required by the Vendor. All necessary soil tests over and above those carried out by the IRCTC are to be undertaken by the Vendor and no extra claim on this account shall be admitted.

The Vendor shall be held responsible for proper performance of civil work executed by him for a period of 12 months after commissioning of the Facilities. Any defect found during this

period will be made good by the Vendor at its own cost failing which the IRCTC reserves the right to take remedial measures at the Vendor's risk and cost.

All excavated materials shall remain the property of the IRCTC. In case the Vendor wishes to utilize the boulders excavated by the Vendor during the excavation work at the site, the same may be issued to the Vendor at prevailing rates on cost recovery basis. Percentage of voids on stack measurement shall be mutually agreed. Vendor shall have to account for all excavated hard rock.

“All fossils, coins, articles of value of antiquity and structure and other remains or things of geological and archaeological interest discovered on the site of works shall be the absolute property of the Company and the Vendor shall take all precautions to prevent his workmen or any other person removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal inform the Company of such discovery and carry out the removal under the supervision of the IRCTC of the same and hand it over to the IRCTC”.

22.0 Scope of work for Erection of Structures, Plant & Equipment:

The scope of work of the Vendor amongst others shall be complete erection of the Plant and Equipment, steel structures etc., as given in the Technical Specifications.

The Vendor shall intimate the IRCTC in writing well in advance about the requirement of shut down of any of the existing units / facilities for inter-connection / incorporation of additional facilities. The shutdown period shall be mutually discussed and finalized. The work to be undertaken during the shut down period shall be planned meticulously by the Vendor to reduce the shut down period to the minimum.

23.0 Technical Services:

Technical Services to be provided by the Vendor shall include the following amongst others:

- a) Raw material testing, if necessary.
- b) Basic design, layout, engineering & drawings.
- c) Detailed design, layout, engineering & drawings.
- d) Drawings / data for carrying out Plant Engineering and detailed design/drawings of civil, structural and services.
- e) Technical services relating to planning, procurement, manufacturing, inspection, expediting, packing, shipping, storage, etc.
- f) Supervision of civil & structural engineering work & erection work including specialized erection services.
- g) Technical consultation / liaison / guidance relating to detail design and plant engineering by Vendor's Sub-Vendors, Co-ordination relating to site work and other engineering work, feed back data and information to the IRCTC / Consultant for the Vendor's scope of supply and services.
- h) Project Management Services including co-ordination relating to customs clearance, transportation, insurance, claim settlement, inspection of supplies, construction planning and scheduling, erection planning, field construction engineering, trial runs, start up, commissioning and performance guarantee tests.
- i) Deputation of Foreign Experts for supervision of design and manufacture of Plant and Equipment as well as for supervision of erection, cold tests, commissioning, guarantee tests, etc.

- j) Quality control and adherence to time schedule, control of site work and other Indian works.
- k) Clearance of installations from the statutory and other concerned authorities on behalf of IRCTC. The Vendor shall also assist in preparing application forms, providing necessary drawings, documents, test certificates etc., including necessary co-ordination with statutory and other concerned authorities.
- l) Training of IRCTC's Personnel. The Vendor shall arrange for training in India & abroad of the IRCTC's personnel for operation, maintenance and other services of the Plant & Equipment under the Vendor's scope of supply.
- m) The traveling and living expenses of the IRCTC's trainees shall be borne by the IRCTC. The IRCTC shall also arrange necessary travel documents for its trainees. The Vendor shall, however, assist in arranging visa and medical insurance for such trainees, wherever necessary.
- n) Deputation of Foreign Experts for supervision of Design and Manufacture of Plant and Equipment as well as for Supervision of Erection, Commissioning & Performance Guarantee Tests.
- o) The Vendor shall depute at site its Foreign Experts from various disciplines for the supervision of erection, trial run, commissioning and performance guarantee tests of the Plant and Equipment including supervision of design & manufacture of Plant & Equipment, under its scope of supply.
- p) The Foreign Experts shall supervise the erection, commissioning and conducting of performance guarantee tests of the Plant & Equipment with its auxiliaries as contracted herein so as to establish to the IRCTC that the guarantees as agreed by the Vendor are fully met.
- q) If the Vendor proposes to manufacture certain equipment in India based on Vendor's design, the Vendor shall ensure that the Vendor deposes adequate number of Foreign Experts to supervise the Indianization of design & manufacture of such equipment and the number of such Foreign Experts, their duration of stay in India and places in which they will be posted, shall be adequate. Such deputation shall not absolve the Vendor from his obligations including establishment of Performance Guarantees mentioned herein.
- r) The Vendor shall also depute Experts, if required, for proper and safe handling of cargo at the time of unloading of plant at the port of clearance and storage, conservation and re-conservation.
- s) Bio-data of the Foreign Engineers / Experts shall be furnished by the Vendor to the IRCTC / Engineer / Consultant for approval sufficiently in advance before their deputation. The Vendor shall obtain at its own cost, necessary work permits, passports, visas, police permits and expenses for customs duty related to personal and other effects of any Experts / personnel who are non-residents of India, employed or engaged by him for work.
- t) The Vendor further guarantees that, in case the number of man-months for foreign Experts actually utilized exceeds the quantum indicated in Appendix-1 of the Contract, such additional Foreign Experts man-months shall be deputed by the Vendor for completing its scope of work, but no extra payment for deputing such extra man-months shall be payable by the IRCTC.
- u) If some of the Experts deputed for supervision of erection, commissioning and Performance Guarantee Tests are required by the IRCTC beyond the Final Acceptance of the Facilities after fulfillment of all the Contractual obligations by the Vendor, the Vendor shall provide such services in accordance with the terms and rates to be agreed upon between the IRCTC and the Vendor.

- v) All the facilities required by the Overseas Experts / Specialists, deputed for supervision of erection, commissioning, performance guarantee tests, etc., shall be provided by the Vendor to the Overseas Experts / Specialists.
- w) In the event, Expert is not found of required skill / expertise, then the IRCTC will have the right to send the Expert back at the cost of the Vendor.
- x) The Vendor shall bear and pay all the cost / expenses for deputation of foreign experts required as per Contract including all costs / expenses towards remuneration, air travels from their Country to India / at site and back to their country as well as any other places to be visited in connection with the supervision of design & manufacture of Plant & Equipment, surface travel, local transport, accommodations, food & incidentals, communication system, medical, insurance, personal Indian Income Tax, etc.

24.0 Vendor's Responsibilities:

The Vendor shall carryout Scope of Facilities as specified in this price bid hereof including design & engineering; civil engineering work; dismantling, if any, of existing building, structures & equipment; modification / diversion, if any, of utility / services; fabrication & supply of steel structures; manufacture (including associated purchases and / or sub-contracting) & supply of plant & equipment, Customs & Port clearances (excluding Customs Duty of items for which prices are quoted in Foreign currency); inland transportation; intermediate storage; insurance & handling; erection work; testing; pre-commissioning; start-up & commissioning and demonstration & establishment of performance guarantee parameters of the Facilities with due care and diligence in accordance with the Contract.

The Vendor shall be deemed to have entered into this Contract on the basis of a proper examination of the data relating to the Facilities (including any data as to boring tests) provided by the IRCTC, and on the basis of information that the Vendor could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Facilities prior to bid submission. The Vendor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities. The Vendor shall satisfy himself regarding the accessibility to site by existing roads, feasibility of taking materials / equipment to site and availability of Labour and local conditions.

The Vendor shall acquire permits, approvals and / or licenses that are necessary for the performance of the Contract. The necessary Statutory Fees for such permits, approvals and / or licenses, are included in the Contract Price.

The Vendor shall comply with the Indian Laws that may be in vogue as on Base Date of the Contract or may come into force during currency of the Contract, that binds upon the Vendor. The Vendor shall indemnify and hold harmless the IRCTC from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Vendor or its personnel, including the Sub-Vendors and their personnel.

25.0 IRCTC's Responsibilities:

The IRCTC shall ensure the accuracy of important information and / or data to be supplied by the IRCTC except when otherwise expressly stated in the Contract.

The IRCTC shall be responsible for acquiring and providing physical possession of the Site and access thereto, and for providing possession of and access to of all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way. The IRCTC shall give possession of and accord all rights of access thereto on or before the mutually agreed date(s).

If requested by the Vendor, the IRCTC shall use its best endeavors to assist the Vendor in obtaining in a timely and expeditious manner all permits, approvals and / or licenses necessary for the execution of the Contract from State or Central Government Authorities.

26.0 CONFIDENTIAL INFORMATION:

26.1 Copyright:

The copyright in all drawings, documents and other materials containing data and information furnished by the Vendor to the IRCTC herein, shall be transferred to the IRCTC or, if they are furnished to the IRCTC directly or through the Vendor by any third party, including suppliers of materials, the copyright in such materials shall also be transferred to the IRCTC.

26.2 Confidential Information:

The IRCTC and the Vendor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any document, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Vendor may furnish to its Sub-Vendor(s) such documents, data & other information it receives from the IRCTC to the extent required for Sub-Vendor(s) to preform its work under the Contract, in which event the Vendor shall obtain from such Sub-Vendor(s) an undertaking of confidentiality similar to that imposed on the Vendor under this clause.

The IRCTC shall not use such documents, data and other information received from the Vendor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Vendor shall not use such documents, data and other information received from the IRCTC for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

The obligation of a party, however, shall not apply to that information which

- a) Now or hereafter enters the public domain through no fault of that party.
- b) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto.
- c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality
- d) The above provisions of this clause (Clause 16 hereof) shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof
- e) The provisions of this clause (Clause 16 hereof) shall survive termination, for whatever reason, of the Contract.

27.0 WORK EXECUTION:

Representatives:

- **Engineer:**

If the Engineer is not named in the Contract, then within fourteen (14) days of the Effective Date, the IRCTC shall notify the Vendor in writing of the name of the Engineer. The IRCTC may from time to time appoint some other person as the Engineer in place of the person previously so appointed, and shall give a notice of the name of such other person to the Vendor without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the Facilities. Such appointment shall only take effect upon receipt of such notice by the Vendor. The Engineer shall represent and act for the IRCTC at all times during the currency of the Contract. The Engineer, except as herein otherwise provided shall give all notices, instructions, orders, certificates, approvals and all other communications under the Contract.

- **Vendor's Representative:**

If the Vendor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Vendor shall appoint the Vendor's Representative and shall request the IRCTC in writing to approve the person so appointed. If the IRCTC makes no objection to the appointment within fourteen (14) days, the Vendor's Representative shall be deemed to have been approved. If the IRCTC objects to the appointment within fourteen (14) days giving the reason thereof, then the Vendor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this Sub-Clause shall apply thereto.

The Vendor shall not revoke the appointment of the Vendor's Representative without the IRCTC's prior written consent, which shall not be unreasonably withheld. If the IRCTC consents thereto, the Vendor shall appoint some other person as the Vendor's Representative.

The Vendor's Representative shall represent and act for the Vendor at all times during the currency of the Contract and shall give to the Engineer all the Vendor's notices, instructions, information and all other communications under the Contract. All notices, instructions, information and all other communications given by the IRCTC or the Engineer to the Vendor under the Contract shall be given to the Vendor's Representative or, in its absence, its deputy, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Vendor to the IRCTC under the Contract shall be given to the Engineer, except as herein otherwise provided.

The Vendor's Representative may, subject to the approval of the IRCTC (which shall not be unreasonably withheld), at any time delegate to any person any of the powers; functions and authorities vested in him or her. Any such delegation or revocation shall be subject to a prior notice signed by the Vendor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the IRCTC and the Engineer. Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this Sub-Clause 17.2.4 hereof, shall be deemed to be an act or exercise by the Vendor's Representative.

The IRCTC may by notice to the Vendor object to any representative or person employed by the Vendor in the execution of the Contract who, in the reasonable opinion of the IRCTC, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations. The Vendor on receipt of such notice shall remove such person from the Facilities. If any representative or person employed by the Vendor is removed, the Vendor shall promptly appoint a replacement.

- **Co-operation with Other Vendors / Sub-Vendors:**

The Vendor shall, upon written request from the Engineer, provide all relevant technical information to the other Vendor / Sub-Vendors employed by the IRCTC on or near the Site for any associated Plant & Equipment to enable the IRCTC to obtain the efficient & economical design of the associated Plant & Equipment.

The Vendor shall, upon written request from the Engineer, give all reasonable opportunities for carrying out the work to any Other Vendors / Sub - Vendor employed by the IRCTC on or near the Site and shall co-ordinate with the Other Vendors Sub-Vendor for any interface activity under its Scope of Facilities.

The Vendor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of Other Vendors / Sub - Vendors. The Engineer shall determine the resolution of any difference or conflict that may arise between the Vendor & Other Vendors / Sub-Vendor in regard to their work.

The Vendor shall notify the Engineer promptly of any defects in the Other Vendors' / Sub-Vendor's work that come to its notice, and that could affect the Vendor's work. The Engineer shall determine the corrective measures, if any required rectifying the situation after inspection of the Facilities. Decisions made by the Engineer shall be binding on the Vendor.

28.0 WORK PROGRAM:

- **Vendor's Organization:**

The Vendor shall supply to the IRCTC a chart showing the proposed organization to be established by the Vendor for carrying out work on the Facilities. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be deployed within fifteen (15) days of the Effective Date of the Contract. The Vendor shall promptly inform the IRCTC in writing of any revision or alteration of such an organization chart.

The Vendor shall submit the detailed Assignment Schedule for Overseas Experts / Specialists for rendering technical services, within thirty (30) days from the Effective Date of the Contract which shall be mutually agreed upon between the IRCTC and the Vendor.

29.0 Program of Performance:

Within fifteen (15) days after the date of signing the Contract Agreement, the Vendor shall prepare and submit to the Engineer the Master PERT Network for the performance of the Contract, showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commission the Facilities, as well as the date by which the Vendor reasonably requires that the IRCTC shall have fulfilled its obligations under the Contract, so as to enable the

Vendor to execute the Contract in accordance with the program and to achieve Acceptance of the Facilities in accordance with the Contract.

The Master PERT Network so submitted by the Vendor shall accord with the Time schedule to the Contract Agreement and any other dates and periods specified in the Contract.

The Engineer shall approve the Master PERT Network after scrutiny and discussions with the Vendor within one (1) week of submission of Master PERT Network. The Vendor shall submit finalized Master PERT Network in number of copies as required by the IRCTC.

The Vendor shall update and revise the finalized Master PERT Network as and when appropriate or when required by the Engineer, but without modification in the Times for Completion agreed upon and any extension granted and shall submit all such revisions to the Engineer.

30.0 Progress Report:

The Vendor shall monitor progress of all the activities specified in the program referred to in Sub-Clause Program of Performance hereof, and submit to the Engineer a progress report along with Computerized Network Analysis Report every 15 days.

The progress report shall be in a form acceptable to the Engineer and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

31.0 Progress of Performance:

- If at any time the Vendor's actual progress falls behind the program referred to in Sub-Clause Program of Performance or it becomes apparent that it will so fall behind, the Vendor shall, at the request of the Engineer, prepare and submit to the Engineer a revised program, taking into account the prevailing circumstances, and shall notify the Engineer of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion, any extension thereof entitled under Sub-Clause Extension of Time for Completion, or any extended period as may otherwise be agreed upon between the IRCTC and the Vendor.

32.0 Work Procedures:

The Contract shall be executed in accordance with the Contract Documents including Appendices to the Contract Agreement and Annexures hereof.

The Vendor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with provisions contained in the Contract.

33.0 Training:

While basic induction training for all categories of staff and for all job positions will be provided by the Vendor to the identified manpower with the approval of IRCTC, the IRCTCs representatives shall also be trained in Plant for handling key positions free of cost. IRCTC will depute personnel with appropriate qualifications and experience for training.

The vendor shall give detailed training program for IRCTC's personnel, well in advance of their arrival at the place of training. The training program can be changed by mutual agreement of the IRCTC and the Vendor depending on the requirement.

The Vendor shall supply five (5) copies of Training Manuals, Instructions and other connected literature to the IRCTC in English Language. In addition, each trainee shall also receive a complete set of such Training Manuals, Instructions and other connected literature.

34.0 DESIGN AND ENGINEERING:

- **Specifications and Drawings:**

The Vendor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.

The Vendor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Engineer / Consultant or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Vendor by or on behalf of the IRCTC.

- **Codes and Standards:**

Wherever references are made in the Contract to codes and standards, the Contract shall be executed with reference to the edition or the Revised Version of such codes and standards current at the date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by the Engineer / Consultant.

Approval / Review of Technical Documents by Engineer / Consultant:

The Vendor shall prepare (or cause its Sub-Vendors to prepare) and furnish to the Engineer / Consultant the drawings / documents listed in the Contract Agreement for approval or review or as specified in accordance to Program of Performance.

Any part of the Facilities covered by or related to the drawings / documents to be approved by the Engineer / Consultant shall be executed only after the Engineer / Consultant's approval.

It shall apply to those drawings/ documents requiring the Engineer / Consultant's approval, but not to those furnished to the Engineer / Consultant for its review only.

To enable the IRCTC to accord approval and to review documents the Vendor shall submit back-up data / drawings / basic calculations / assumptions as may be required by the IRCTC / Consultant.

Within fourteen (14) days after receipt by the Engineer / Consultant of any drawings / document requiring the Engineer / Consultant's approval of the Engineer / Consultant shall either return one copy thereof to the Vendor with its approval endorsed thereon or shall notify the Vendor in writing of its disapproval thereof and the reasons thereof and the modifications that the Engineer / Consultant proposes.

The Engineer / Consultant shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.

If the Engineer / Consultant disapproves the drawing / document, the Vendor shall modify the drawing / document and resubmit it for the Engineer / Consultant's approval. If the Engineer / Consultant approves the drawing / document subject to modification(s), the Vendor shall make the required modification(s), whereupon the document shall be deemed to have been approved.

The Engineer / Consultant's approval, with or without modification of the document furnished by the Vendor, shall not relieve the Vendor of any responsibility or liability imposed upon it by any provisions of the Contract.

The Vendor shall not depart from any approved drawing / document unless the Vendor has first submitted to the Engineer / Consultant an amended drawing / document and obtained the Engineer / Consultant's approval thereof.

- **Minor Civil Engineering Work:**

The Vendor shall carryout minor Civil Engineering Work if required for installation and commissioning of machine and equipment as per the Technical Specification in accordance with conditions given below:

The Vendor shall make its own arrangement for all labour, construction, tools & tackles & construction materials.

The Vendor shall make arrangement at its own cost for drawing and distributing water and power from a single point each, where the IRCTC will provide water and power. The Vendor should have adequate water storage capacity to meet its requirements.

The Vendor shall take all necessary precautions to avoid damage to any property of the IRCTC or any third party. The Vendor shall also ensure that the progress of work of other Vendors in the adjoining areas is not hindered.

The Vendor shall take all precautions during execution, especially while excavating to avoid interference with or damage to underground works, such as cables, pipe lines, drains, etc. and provide all possible protection to these works and in case they are damaged, rebuild / divert them at its own cost.

The Vendor shall carry out, at its own cost, necessary precision survey to set out and check the setting of all works including foundation & anchor bolts, etc., to the required tolerances using the grid reference points available in the plant site.

Materials brought to the site shall not be removed from the site without the written consent of the IRCTC. The Vendor shall submit well in advance for approval of all samples, specimens as the IRCTC may demand from time to time. The Vendor shall remove any material brought to site and rejected by the IRCTC from the site of work immediately.

The IRCTC may during the progress of work, order the removal of part or whole of the work executed, found not in accordance with the approved drawings / specifications / written instructions. No extra claims shall be entertained for removal & re-execution of such work.

No work shall be covered up or put out of view without the approval of the IRCTC. In the event of failing to do so, the Vendor shall uncover any part of the work or make openings in or through the works as the IRCTC may direct and they shall be made good with materials approved by the IRCTC and should match with workmanship of the surrounding work.

The Vendor shall provide sufficient strong and stable staging so as to ensure safety of the labour & structures.

The Vendor shall provide all necessary storage at the site in specified areas for all materials such as timber, cement, lime and such other materials which are likely to deteriorate by the action of sun, winds, rain or other natural cause due to exposure in the open in such manner that all such materials shall be duly protected from damage by weather or any other cause. All such stores shall be cleared away and the whole site left in good order on completion of the Contract. All material shall be stacked in such a manner as to facilitate rapid and easy checking of such materials. The Vendor will not be permitted to store any of his material in the buildings under construction or already constructed by him without prior approval of the IRCTC.

The Vendor shall dismantle and remove the staging and any other temporary facilities like stores, offices, labour camp, etc., on completion of work, clear and clean the site where such temporary facilities were built and restore the same to original condition.

After completion of work, the Vendor shall carry out micro leveling of the site within battery limit ensuring proper grades and slopes to achieve efficient drainage of the site. The Vendor shall remove all debris, surplus earth, etc., and dump the same at place(s) as directed by the IRCTC within a distance of 10 km from the site.

- a) The cost of testing of concrete and any other material shall be borne by the Vendor.
- b) The Vendor shall install its own construction laboratory equipment at site for testing of construction materials like cement, aggregates, concrete cubes, soil etc.
- c) The Vendor in the presence of IRCTC's representative shall carry out testing. However, the Vendor shall arrange for such testing, in case of exigencies on the IRCTC's instructions, at any other testing laboratory as approved by the IRCTC without any extra cost to the IRCTC. The Vendor to the IRCTC for his approval shall submit all test results.
- d) Any special measures or techniques which may be necessary for construction of structures, e.g., de-watering, sheet piling, diaphragm walls, well sinking, well point system, continuous pouring of concrete, etc., shall be deemed to have been taken into account by the Vendor and no extra claim, whatsoever, shall be entertained.

All lap lengths in reinforcement rods have to be approved by the IRCTC.

In respect of any portion of works which is to be embedded or covered up by other works, the Vendor shall submit them to IRCTC for technical inspection and have the necessary clearance certificates duly signed by the IRCTC and Vendor before letting such portion to be embedded or covered.

Wherever works are to be carried out in proximity or within existing facilities, Vendor may have to adopt special methodology of construction suited to prevailing conditions. The Vendor shall make necessary schemes in advance and finalize the same with the approval of the Engineer / Consultant.

If the civil design / drawings are prepared in India, the Vendor shall deploy experienced Engineers to attend and guide the design/ drawings work done by its Overseas Associates (if any).

On progressive completion of work, the Vendor shall submit to the IRCTC the following documents for the passing of the work:

- a) Certificate on control checking.
- b) A copy of each of the concerned working drawings showing thereon all approved additions and alternations, if any, in the process of execution.
- c) Clearance certificates for embedded / covered up works.
- d) Manufacturer's certificates, guarantees and test certificates, as relevant.

- **Construction Water:**

The IRCTC to the Vendor at a single point within a distance of 300 m from the battery limit shall supply construction & Drinking water free of cost. The Vendor shall make its own arrangements to lay and maintain necessary distribution lines, valves, etc., from this point at its own cost.

The Vendor shall be responsible to store water in sufficient quantities to meet its requirements for at least 2 days in well-built water storage tanks with covered tops to prevent entry of foreign matter. Quantum of supply will depend on availability and the IRCTC shall allow no claim for shortfall.

The Vendor shall ensure that there is no wastage of water. The Vendor will also be responsible for maintaining the taps, pipe lines, etc., in proper condition. The Vendor shall obtain prior approval of the IRCTC of Vendor's distribution scheme before laying the pipelines.

- **Construction Power:**

The Vendor will arrange for availing suitable Power Supply at its own cost. The Vendor shall make its own arrangements to lay and maintain necessary distribution lines and wiring at its own cost. Electrical power for fabrication work, if any, envisaged at site shall be supplied, metered and charged at the rate prevailing from time to time.

The Vendor shall obtain IRCTC's prior approval of the locations of Vendor's fixed construction machinery and the points for tapping of electric supply, laying of distribution lines and wiring.

The Vendor will supply and install switches, fuse units of suitable rated capacity separately for power and lighting on a frame preferably of steel and provide rainwater protection cover on the switches. The Vendor will supply and install all distribution cables, wires and switches, etc., of rated capacity for the work starting from the source of power at its own cost. The installation will be made as per relevant rules and site-location, which are to be finalized in consultation with the IRCTC.

Display of danger board signs in Hindi and English languages near switches is to be ensured by the Vendor.

The electrical installations for construction power shall conform to Indian Electricity Rules. The Vendor will get its installation inspected by the Assistant Electrical Inspector of State Government and obtain a certificate for energisation of the installation.

The Vendor will employ Electricians having valid Electrical License for carrying out the installations as well as for maintenance.

The Vendor will provide proper facilities to the IRCTC or his authorized representative for inspecting his temporary electrical installation as and when required. The Vendor will immediately attend to the defects so pointed out during this inspection including replacement of faulty cables, switches etc.

The Vendor shall not effect any change in the temporary installation unless permission is obtained from the IRCTC or his authorized representative.

The Vendor shall be responsible for all damages, losses, etc., due to fire or otherwise if it is due to the Vendors negligence, improper installation, operation and / or maintenance of Vendors part of installations.

- **Structural Load Test:**

If applicable, the Vendor shall carry out structural load test on any part of the building / structure at its own cost if such structural load test is warranted due to unsatisfactory test results of concrete cubes and if so directed by the IRCTC.

35.0 PROCUREMENT:

- **Plant & Equipment, Structures, Spares, Tools & Tackles, First fill of Lubricants, chemicals etc.:**

- The Vendor shall manufacture or procure and transport all the plant and equipment, structures, spares, tools & tackles, first-fill of lubricants, chemicals etc., in an expeditious and orderly manner to the Site. The Vendor shall deliver plant & equipment, structures, spares, tools & tackles, first-fill of lubricants, chemicals etc., in the logical sequence required for erection at site.

The Vendor shall obtain the necessary prior approval from the IRCTC for carrying out the fabrication work at IRCTC's site. The Vendor shall also indicate the area of land required for carrying out such fabrication work

- **Import License & Export License :**

- a) Import License: The Vendor shall be responsible for arranging Import License for all foreign supplies, if required and shall pay at his cost any fee connected therewith. However, the IRCTC will extend necessary assistance if required.
- b) Export License: The Vendor if required for execution of Contract, shall obtain and maintain the necessary Export License from the competent authorities and shall pay at his cost any fee connected therewith. Failure to obtain and maintain Export Licenses shall not be considered as Force Majeure. In case the Vendor fails to obtain or maintain the licenses, or if the licenses are withdrawn, he shall restore them within two months from the date of such cancellation / withdrawal, failing which the IRCTC shall have the right to cancel the Contract and the Vendor shall forthwith return to the IRCTC all the amounts paid by the IRCTC to the Vendor.

- **Packing, Identification and Markings:**

The Vendor shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling & transport by air, sea, rail and road.

All packing shall allow for easy removal and checking at site. Special precaution shall be taken to prevent rusting of steel and iron parts during transit by sea. Gas seals or the Vendor for protection against moisture during transit shall adopt other materials.

The number of each package in a shipment shall be shown in fraction, numerator showing number of the particular package and the denominator showing the total number of packages in a lot / consignment. The package number shall be generally prepared in the sequence in which they will be required for erection.

Each package delivered under the Contract shall be marked by and at the expense of the Vendor and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of consignee, the gross weight and net weight of the package, the name of the Vendor with a distinctive number of mark sufficient for purposes of identification. All markings shall be carried out with numbers. Each bale or package shall contain a packing note quoting specifically the name of the Vendor, the number and date of contract and name of the office placing the Contract, nomenclature of the stores and include a schedule of parts for each complete equipment giving the part numbers with reference to the assembly drawing & the quantity of each part, drawings nos. & tag nos.

Besides wherever necessary, packing shall bear a special marking “TOP”, “BOTTOM”, “DO NOT TURN OVER”, “KEEP DRY”, “HANDLE WITH CARE”, etc.

All packing cases, containers, packing and other similar materials shall be new and supplied free by the Vendor and it will not be returned unless otherwise stated in the Contract.

Notwithstanding anything stated in this clause, the Vendor should be entirely responsible for loss, damage or depreciation or deterioration to the materials & supplies due to faulty and / or insecure packing.

One copy of respective standard manufacturer’s erection instruction / operation instruction manual shall be kept in each package / container for immediate reference.

- **Transportation:**

Except as provided hereof, the Vendor shall be entitled to select any safe mode of transport operated by any person to carry the Plant & Equipment, Structures, Spares, Tools & Tackles, First fill of Lubricants, etc. and would seek recommendation from IRCTC as and when required from competent authority.

- **Installation:**

Setting out Bench Mark: The Vendor shall be responsible for the true and proper setting-out of the Facilities periodically in relation to bench marks, reference marks, check lines and levels provided to it in writing by or on behalf of the IRCTC.

If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Vendor shall forthwith notify the Engineer of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Engineer.

Vendor's Supervision: The Vendor shall give or provide all necessary superintendence during the installation of the Facilities, and the Vendor's Representative or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Vendor shall provide and employ only technical personnel who are skilled and experienced in their respective discipline and supervisory staff who are competent to adequately supervise the work at hand.

36.0 Labour:

The Vendor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract.

The Vendor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees & labour and labour of its Sub-Vendors / Vendors.

The Vendor shall, in all dealings with its labour and the labour of its Sub-Vendors employed on or connected with the Contract, pay due regard to the laws and regulations pertaining to the employment of labour.

37.0 Labour Rules:

In respect of all labour directly or indirectly employed on the works by the Vendor, the Vendor shall comply with and implement all the Provisions of the Contract Labour (Regulation and Abolition) Act 1970, or any amendment thereof, and all legislation and Rules of the State and / or Central Government or other local authority formed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety of labour employed on the works and the Vendor shall be deemed to the Principal IRCTC for this purpose. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register, etc. will be deemed to be part of the Contract. The Vendor will get it registered with the concerned statutory authorities as provided in the Act and shall be directly responsible of the authorities there under for compliance with the provisions thereof.

38.0 Provision of Minimum Wages Act and Payment of Wages:

The Vendor shall comply with the provisions and procedures of State Government's minimum wages Act 1948 & State Government's Minimum Wages Fixation Act. 1962 and rules made there under in respect of all employees employed by the Vendor or its Sub-Vendor(s) directly or indirectly for the purpose of carrying out the works. The Vendor shall pay employees wages not less than the minimum rates of wages, if any, fixed by the State Government from time to time.

In respect of labour employed by the Vendor or its Sub-Vendor on the works the Vendor shall provide at its own cost reasonable amenities for securing proper working and living condition such as water supply, lavatories, bathing place, cleanliness, etc. Where a women labour is employed urinals, the Vendor will provide lavatories separately for female workers as well as

crèches for the infant children of women laborers. The Vendor(s) free of charges will provide laborers engaged on hazardous jobs and occupations, with necessary safety appliances.

The Vendor's / Sub-Vendor's establishment will be subject to inspection, investigation, etc., by the IRCTC or its representative for assuring proper and faithful compliance of the provisions of the Contract by the Vendor (so with regard to the implementations of labour laws & other matters anticipated herein. The Vendor / Sub-Vendors shall abide by the decisions and orders of the IRCTC with regard to any such matter and furnish if required, necessary compliance.

In the event of retrenchment of workers by the Vendor or Sub-Vendors employed by the Vendor during or after the completion of Facilities the Vendor will pay the retrenchment compensation and other benefits to the workers as per the Industrial Dispute Act.

If any money shall, as a result of any claim of application made under the said acts, be directed to be paid by the IRCTC, such money shall be deemed to be money payable to the IRCTC by the Vendor and / or failure by the Vendor to repay the IRCTC, and money paid by the IRCTC as aforesaid, latest within 30 days after the same shall have been demanded from the Vendor, the IRCTC shall be entitled to recover the same from any money due or accruing to the Vendor under this or any other Contract with the IRCTC, failing which such amount shall be considered as debt due from the Vendor to the IRCTC.

The Vendor shall comply with the provisions of by-partite and tripartite agreement entered into by the IRCTC from time to time with Labour Union and / or the circulars issued by the IRCTC regarding payment of minimum wages and benefits applicable.

The Vendor shall strictly comply the statutory rules and regulations in respect of working hours of female laborers at site.

39.0 Reporting of Accidents:

The Vendor shall be responsible for the safety of its own and its Sub-Vendors' workmen and employees. All accidents at site are to be immediately reported to the required authorities. The Vendor shall be responsible for all such accidents.

40.0 Provision of Workmen's Compensation Act:

The Vendor shall be liable for in respect of any damages or compensation payable by law in respect of or in consequences of any accident or injury to any workmen or other person in the employment of the Vendor or any of its Sub-Vendors and the Vendor shall save harmless and shall indemnify and keep indemnified the IRCTC against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever, in respect thereof or in relation thereto. The Vendor shall at all times indemnify and keep indemnified the IRCTC against all claims for compensation under the provisions of the Workmen's Compensation Act 1923 (VIII of 1923) or any other law for the time being in forces by or in respect of any workmen employed by the Vendor or its Sub-Vendors / agencies in carrying out the Contract and against all costs and expenses or penalties incurred by the IRCTC in connection therewith. In every case in which by virtue of the provisions of Section-12, Sub-Section (1) of the Workmen's Compensation Act 1923, the IRCTC is obliged to pay compensation to a workmen employed by the Vendor or its Sub-Vendors / agencies, the amount of compensation so paid and without prejudice to the rights of the IRCTC under Section-12, Sub-Section (2) of the said Act, the IRCTC shall be at liberty to recover such amount or any part

thereof from the security deposit or from the sums due or to become due to the Vendor (whether under this Contract or any other Contract).

The IRCTC shall not be bound to contest any claim made against him under Section-12, Sub-Section (I) of the said Act, except on the written request of the same or his Sub-Vendors / agencies and upon their giving to the IRCTC full security for all costs for which the IRCTC might become liable in consequence of contesting such claims.

41.0 Provisions of Apprentices Act:

The Vendor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If Vendor fails to do so, his failure may be treated as breach of the Contract and the IRCTC may, in its discretion, terminate the Contract. The Vendor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

42.0 Labour Returns:

The Vendor shall, if required by the IRCTC, submit periodical statements of labour employed by the Vendor in the Performa prescribed by the IRCTC from time to time.

43.0 Labour Camps:

The Vendor shall, at its own expense, make adequate arrangements for housing, electricity, road, supply of drinking water and provision of lavatories and urinals for its staff and labour, disposal of sewerage and sludge and for temporary crèche (bal mandir) where 50 or more women are employed at a time.

44.0 Preservation of Peace:

The Vendor shall take requisite precautions and use its best endeavor to prevent riotous or unlawful behavior by, or amongst his workmen and / or others employed on the works, by the Vendor its Sub-Vendors and for the preservation of peace and protection of the inhabitants and security of the property in the neighborhood of the works / site. In the event of the IRCTC requiring the maintenance of a special police force at or in the vicinity of the site during the tenure of the Contract in consequence of the riotous or unlawful behavior by, or amongst the Vendor's or its Sub-Vendor's workmen and / others employed by the Vendor / Sub-Vendors, all expenses thereof and costs of all damages due to such riotous or unlawful behavior shall be borne by the Vendor and if paid by the IRCTC, shall be recoverable from the Vendor from any money due or that may become due to the Vendor by the IRCTC.

45.0 Payment of Wages:

The Vendor shall make regular and prompt payment of wages to the labour engaged in the work and in no case should the payment be delayed more than seven days following the period for which the wages are due. The Vendor shall send a certificate to the IRCTC to this effect every month. If it is found that workers are not paid regularly, the Contract is liable to be terminated.

The IRCTC shall have the right to enquire into and decide against any complaint alleging that the wages paid by the Vendor to any labour for the work done by such labour is less than the wages paid for similar work in the neighborhood.

As a number of Vendors may be working at the same time in the erection of different parts of the Facilities, there is need for pursuance of a co-coordinated policy in regard to employment, wages and other conditions of work. The Vendor shall consult the IRCTC on all such matters to arrive at mutually agreed settlements.

46.0 Sanitary Arrangements:

The Vendor shall comply with all sanitary rules in force and carry out all sanitary measures and permit inspection of all sanitary arrangements at all reasonable times by the IRCTC and or Statutory Authorities.

47.0 Infectious Diseases:

The Vendor shall employ such persons as are found to be free of contagious diseases and shall produce if required by the IRCTC, certificate of fitness of all his employees working at site. The Vendor shall, if required by the IRCTC, subject all its employees to regular medical check up and produce satisfactory evidence of their being free from any contagious disease.

The Vendor shall remove from its labour camp such labour and their families who refuse protective inoculations and vaccination when called upon to do so by any competent authority.

48.0 Medical Facilities at Site:

The Vendor shall provide medical facilities at the site as per rules in force in relation to the strength of the Vendor's staff and workmen deployed at site.

49.0 Use of Intoxicants:

The use or sale of ardent spirits or other intoxicating beverages, upon the works or in any of the building, boarding houses, encampments or other tenements owned, occupied by or within the control of the Vendor or any of its employees or its Sub-Vendor is strictly forbidden and the Vendor shall secure strict compliance.

50.0 Age Limits of Labour:

The Vendor shall not employ for the purpose of the work, any person below the age as it's statutorily forbidden. The IRCTC shall have the right to refuse to allow any labour, which the IRCTC considers to be under age to be employed by the Vendor. The Vendor shall submit periodical statements of labour employed by the Vendor to the IRCTC.

51.0 Provident Fund:

The Vendor shall be solely responsible for deduction and contributions under the Employees Provident Fund and Family Pension Act, 1952 and the scheme made there under as amended from time to time. The Vendor shall be solely responsible for the maintenance of records for payment of contributions and submission of returns in accordance with the said act and scheme.

In case the Vendor fails to make payments under the above Act and the scheme made there under and as amended from time to time, the IRCTC reserves the right to make such payment on behalf of the Vendor on demand from the authorities under the Act and recover the same from the payments due to the Vendor. Further, the Vendor shall indemnify and keep indemnified the

IRCTC against any loss or damage whatsoever that may be suffered by the IRCTC as a result of any claims, damages, penalties for any failure, non-compliance on his part with the provisions of the aforesaid Act and the scheme framed there under.

52.0 Observance by Sub-Vendors:

The Vendor shall also be responsible for the compliance of all the above clauses by his Sub-Vendor(s)

53.0 Vendor's Equipment:

The Vendor shall mobilize himself with adequate material handling equipment like mobile & tower cranes, forklifts, trailers etc. in addition to other erection tools & consumables keeping in view the erection schedule. The Vendor shall provide within 60 days from the Effective Date of Contract its scheme for mobilization with Bar Chart indicating clearly the resources, manpower and machinery proposed to be deployed to ensure timely completion of work and quality of workmanship. On request, the IRCTC may help the Vendor by providing any special handling / construction equipment needed in the interest of work subject to availability and on payment of hire charges and other conditions of IRCTC. Debit shall be raised on eight hours shift basis or on four-hour slab basis including the marching time from and to the workshop on requisition in the prescribed format. The charges shall be recovered from any bill of the Vendor due immediately thereafter.

All Vendors' Equipment brought by the Vendor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Vendor shall not remove the same from the Site without the Engineer's consent that such Vendor's Equipment is no longer required for the execution of the Contract.

54.0 Site Regulations and Safety:

As the works under the Contract are to be carried out within the Protected area, the Vendor shall abide by all the security regulations promulgated from time to time by the IRCTC / other concerned authorities.

The Vendor shall comply with the Site regulations, during the execution of the Contract at the Site. Such Site regulations includes, but not limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

The employees / labour of the Vendor / Sub-Vendor and Plant & Equipment brought to Site shall be subject to gate pass to be issued by Security Department or the respective Department.

Preparation of gate pass normally takes around 10 days time. The Vendor / Sub-Vendor shall plan their program in advance accordingly.

All representatives and workers of the Vendors / Sub-Vendors shall possess admit pass issued by the Security Department on the recommendation of the IRCTC. IRCTC shall have the right to refuse pass to any workers or representatives without assigning any reasons.

The Vendor shall ensure that gate pass issued to their workers / representatives / Sub-Vendors by the IRCTC are not misused by unauthorized persons for entry in the plant area or in specified area inside the plant. It shall amount to breach of rules and regulations regarding entry into a

prohibited place by the Vendors in case any admit pass issued on their demand is found to be misused by unauthorized person.

55.0 Erection:

The Vendor shall provide all temporary ladders, scaffolding materials, platforms, supports and other necessary facilities required for handling, erection, testing and visual inspection of supplies at the point of installation and shall also provide necessary packing plates, wedges, shims, leveling screws etc., required for erection of equipment and structures.

The Vendor shall return to the IRCTC all crates, packing cases and packing materials and all returnable supplies at a place and manner designated by the IRCTC.

The Vendor shall provide erection consumables like oxygen and acetylene gas, welding rods, solder lugs, oil, grease, kerosene, cotton waste, etc., required for erection of plant equipment and steel structures.

The Vendor shall construct and maintain its own site offices and stores as required for the work and arrange for maintaining in neat manner of the area placed at the Vendor's disposal. The temporary allotment of land for the purpose of site office, stores and temporary works for execution of Contract, shall be on the following terms:

Land will be allotted free of charge for the purpose of site office, stores and fabrication yard.

The allotment shall remain valid till the period of Contract and shall automatically cease after expiry of the Defect Liability period of the Contract. The validity shall also automatically cease on termination of Contract due to any reason whatsoever.

The Vendor may build only temporary structures on the land allotted to the Vendor.

The land shall not be used for any purpose other than the purpose for which it is allotted.

The allotment is made purely for the present work and is not transferable in any manner either in whole or in part nor can it be utilized for the purpose of any other Contract.

On completion of the work and expiry of the Defect Liability period, the Vendor shall remove all temporary structures built by the Vendor and restore the land to its original condition.

After the completion of the works and on expiry of the Defect Liability period or on termination of Contract, the Vendor shall give vacant possession of the land.

If the Vendor fails to give vacant possession of the land as aforesaid in its original condition, the IRCTC reserves the right to withhold payment of Vendor's bills till handing over of the vacant possession of the land. Besides, the Vendor shall be liable to pay compensation for such unauthorized occupation of land.

The IRCTC shall determine the amount of compensation to be paid by the Vendor in this respect and such determination shall be final and binding on the Vendor. The amount of compensation shall be realized from the Vendor forthwith and / or adjusted without any notice from the bills of the Vendor and / or from dues payable by the IRCTC to the Vendor.

The Vendor, prior to taking possession of the land, shall give a written declaration that the Vendor is not in possession of any other land prior to this allotment.

The Vendor shall provide sufficient fencing, notice boards and lights to protect and warn others as may be considered necessary by the IRCTC / Consultant. All materials used for providing these facilities shall be properties of the Vendor.

All guarantees and test certificates obtained by the Vendor during the execution of work shall be transferred to the IRCTC before issue of Preliminary Acceptance Certificate.

The Plant, Equipment & structures will be erected by the Vendor as per the instructions of the equipment suppliers and under the supervision of the supervisory personnel to be deputed by the Vendor at site with the approval of IRCTC. The Vendor shall use to the maximum extent of pre-assembly and mechanization in order to fulfill erection and construction targets.

The Vendor shall align, level and couple and securely fix all equipment, steel structures, appurtenances and accessories in accordance with drawings and / or instructions. All precision survey instruments including leveling instruments, theodolite, etc. shall be arranged by the Vendor at its own cost.

The Vendor, at its own cost, shall procure and carry out flushing and filling of oil, lubricants, greases, chemicals till Facilities are commissioned.

Laying and termination of cables, bus bars, bus ducts, lightning protection and the Vendor shall do earthing.

The Vendor shall be responsible for protection and / or diversion of underground and all existing over ground services, wherever required and / or diversion of the underground services, which are indicated in the drawing, made available to the Vendor. In case there are underground services, which need to be protected and / or diverted but are not shown in the drawing, the Vendor shall be responsible to execute the same at extra price, if any, to be mutually agreed in advance between Vendor & IRCTC.

The Vendor shall undertake all non-destructive tests like ultrasonic / radiographic testing and stress relieving of butt-welded joints as required.

Grouting of the equipment and steel structures on the foundations with approved non-shrink-grouting compound shall be the responsibility of the Vendor. The Vendor shall supply the grouting materials.

56.0 Emergency Work:

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Vendor shall immediately carry out such work. If the Vendor is unable or unwilling to do such work immediately, the IRCTC may do or cause such work to be done as the IRCTC may determine that it is necessary in order to prevent damage to the Facilities. In such event the IRCTC shall, as soon as practicable after the occurrence of any such emergency, notify the Vendor in writing of such emergency, the work done and the reasons thereof. If the work done or caused to be done by the IRCTC is work that the Vendor was liable to do at its own expense under the Contract, the Vendor shall pay the reasonable costs incurred by the IRCTC in connection therewith to the IRCTC. Otherwise, the cost of such remedial work shall be borne by the IRCTC.

57.0 Site Clearance:

Site Clearance in Course of Performance: In the course of carrying out the Contract, the Vendor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Vendor's Equipment no longer required for execution of the Contract.

Clearance of Site after Completion: After Completion of all parts of the Facilities, the Vendor shall clear away and remove all wreckage, rubbish, debris and surplus material of any kind from the Site, and shall leave the Site and Facilities clean and safe.

58.0 Lighting, Fencing and Watching:

The Vendor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the IRCTCs and occupiers of adjacent property and for the safety of the public.

59.0 Work at Night and on Holidays:

As and when the Engineer considers it necessary to carry out work on extended hours / three shift basis or on Public Holidays so as to meet the Time for Completion and request the Vendor to carry out work on three shifts or on Public Holidays, the Vendor shall carry out the work accordingly to meet the Time of Completion.

The Vendor shall carry out final painting of the erected Plant & Equipment and Steel Structures etc., as per the instructions stipulated in the Technical Specification.

60.0 Test and Inspection:

The Vendor shall at its own expense carry out at the place of manufacture and / or on the Site all such tests and / or inspections of the Plant and Equipment and any part of the Facilities as are specified in the Contract.

The Engineer or his designated representative(s) shall be entitled to attend the aforesaid test and / or inspection, provided that the IRCTC shall bear costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

Whenever the Vendor is ready to carry out any such test and / or inspection, the Vendor shall give a reasonable advance notice of such test and / or inspection and of the place and time thereof to the Engineer. The Vendor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Engineer or his designated representative(s) to attend the test and / or inspection.

The Vendor shall provide the Engineer with a certified report of the results of any such test and / or inspection. If the Engineer or his designated representative(s) fails to attend the test and / or inspection, or if it is agreed between the parties that such persons shall not do so, then the Vendor may proceed with the test and / or inspection in the absence of such persons, and will provide the Engineer with a certified report of the results thereof.

If any Plant and Equipment or any part of the Facilities fails to pass any test and / or inspection, the Vendor shall either rectify or replace such Plant and Equipment or part of the Facilities and shall repeat the test and / or inspection upon giving a notice.

The Vendor shall afford the Engineer, at the IRCTC's expense, access at any reasonable time to any place where the Plant and Equipment are being manufactured or the Facilities are being installed to inspect the progress and the manner of manufacture or installation, provided that the Engineer shall give the Vendor a reasonable prior notice.

The Vendor confirms that neither the execution of a test and / or inspection of Plant and Equipment or any part of the Facilities, nor the attendance by the IRCTC or the Engineer, nor the issue of any test certificate shall relieve the Vendor from any of its responsibilities under the Contract.

No part of the Facilities or foundations shall be covered up on the Site without the Vendor carrying out any test and / or inspection required under the Contract. The Vendor shall give a reasonable notice to the Engineer whenever any such parts of the Facilities or foundations are ready or about to be ready for test and/ or inspection; such test and / or inspection and notice thereof shall be subject to the requirements of the Contract.

The Vendor shall uncover any part of the Facilities or foundations, or shall make openings in or through the same as the Engineer may from time to time require at the Site, and shall reinstate and make good such part or parts.

61.0 Preliminary Acceptance:

On completion of erection of the Facilities by the Vendor, trial runs for individual equipment / units shall be conducted by the Vendor to prove that the Facilities have been supplied and erected as per Contract and after erection, Facilities are fit for start up and commissioning.

Trial runs shall be so designed to conduct the systematic check of the components and of the functional operation thereof. Trial runs shall comprise idle, no-load and under-load trial runs.

The Vendor under its sole responsibility and employing its own personnel shall conduct trial runs. The IRCTC's supervisory personnel and skilled operating personnel shall, however, witness the trial runs.

On successful completion by the Vendor of trial runs and liquidation of the defects and / or deficiencies, indicated / listed by the IRCTC to the Vendor during trial runs (except minor defects and / or deficiencies which in the opinion of the IRCTC will not affect the operation, safety & commissioning of the Facilities), the Vendor shall so notify the IRCTC in writing for conducting integrated trial runs.

On receipt of the notice from the Vendor for conducting integrated trial runs, the IRCTC, if required, shall deploy the necessary operating and maintenance personnel, raw materials, utilities & services. However, the Vendor shall supply commissioning spares and oil & lubricants and chemicals required for initial fill including flushing liquor & chemicals for pickling.

As mutually agreed between the Vendor and the IRCTC after the operating and maintenance personnel have been deployed by the IRCTC and raw materials, utilities & services have been provided by the IRCTC the Vendor shall conduct Pre-Commissioning including integrated trial runs of the Facilities, in preparation for Commissioning.

In case of Facilities involving operation at high temperature, trial runs on individual equipment / units and integrated trial runs shall be conducted in cold condition.

As soon as all works in respect of integrated Pre-Commissioning are completed and the Facilities are ready for Commissioning, the Vendor shall so notify the Engineer in writing.

The Engineer shall, within fourteen (14) days after receipt of the Vendor's notice, either issue a Preliminary Acceptance Certificate (PAC) stating that the Facilities are fit for start-up and commissioning, as at the date of the Vendor's notice or notify the Vendor in writing of any defects and / or deficiencies. If the Engineer notifies the Vendor of any defects and / or deficiencies, the Vendor shall then correct such defects and / or deficiencies, and shall repeat the procedure. If the Engineer is satisfied that the defects and / or deficiencies, indicated / listed by the IRCTC to the Vendor have been liquidated and the Facilities are fit for start-up and commissioning, the Engineer shall, within seven (7) days after receipt of the Vendor's repeated notice, issue a Preliminary Acceptance Certificate stating that the Facilities are fit for start-up and commissioning, as at the date of the Vendor's repeated notice. If the Engineer is not so satisfied, then the IRCTC shall notify the Vendor in writing of any defects and / or deficiencies within seven (7) days after receipt of the Vendor's repeated notice, and the above procedure shall be repeated.

As soon as possible, after issue of Preliminary Acceptance Certificate, the Vendor shall complete all outstanding defects and / or deficiencies so that the Facilities are fully in accordance with the requirements of the Contract, failing which the IRCTC will undertake such completion and deduct the costs thereof from any money owing to the Vendor.

62.0 Commissioning:

After the issue of Preliminary Acceptance Certificates, the Vendor shall start-up and commission the Facilities. The Vendor shall supply commissioning spares and oil, grease, lubricants & chemicals required for commissioning.

The Vendor shall conduct commissioning test and establish sixty six percent (66)% of the guaranteed production capacity within the contractual completion period specified in the Article 5 of the Contract Agreement.

The IRCTC subject to the following shall issue the Commissioning Certificate:

- a) Commissioning test to establish a level of output not less than sixty six percent (66%) of the Guaranteed Production Capacity within the contractual completion period has been successfully completed and the quality of materials produced and other parameters are as per Technical Specifications.
- b) The Vendor has submitted all final drawings & documents for the respective Facilities in accordance with the provisions of this Contract.
- c) The Vendor to the satisfaction of the IRCTC has met all the objections / observations, if any, contained in the Preliminary Acceptance Certificate.

In the event of delay in conducting the commissioning test for reasons attributable to the IRCTC for more than contractual completion period the Vendor shall receive payment, against Bank Guarantee of equal value.

The IRCTC shall return the Bank Guarantee submitted by the Vendor to the Vendor as soon as Commissioning Certificate has been issued, at the latest, however, on the expiry of 12 months from the date of release of payment against Commissioning Certificate.

63.0 Taking Over:

After issue of Commissioning Certificate, the IRCTC shall be responsible for the care & custody of the Facilities together with the risk of loss or damage thereto, and shall thereafter take over the Facilities.

The IRCTC shall have the right to take possession or use any completed or partially completed work. Such possession or use shall not be deemed to be an acceptance of any work done not in accordance with the Contract. However, any damage to such work solely due to such provision or use shall be to the IRCTC's account.

64.0 Performance Guarantee Test:

The Vendor shall guarantee that during the performance guarantee test, the Facilities and all parts thereof shall attain the performance guarantee parameters specified in the Contract Agreement, subject to and upon the conditions specified therein.

If, for reasons not attributable to the IRCTC, the performance guarantee parameters specified in the Contract Agreement, are not met either in whole or in part, the Vendor shall at its cost and expense make such changes, modifications and / or additions to the Facilities or any part thereof as may be necessary to meet performance guarantee parameters. The Vendor shall notify the IRCTC upon completion of the necessary changes, modifications and / or additions, and shall request the IRCTC to allow the Vendor to repeat the performance guarantee test so as to establish the performance guarantee parameters.

If, for reasons not attributable to the IRCTC, the performance guarantee parameters specified in the Contract Agreement are not attained either in whole or in part, after first campaign of performance guarantee test, the Vendor shall at its own cost make good any deficiencies and the Vendor shall be allowed by the IRCTC to repeat the performance guarantee tests twice after first campaign of guarantee test and the Vendor should establish the performance guarantee parameters within a period of fifteen (15) days from the date of commissioning certificate.

In case the Vendor expresses its inability to achieve the performance guarantee parameters but attains above the minimum acceptance level of performance guarantee parameters, as specified in the Contract Agreement either in whole or in part in spite of repeated performance guarantee tests conducted by the Vendor within a period of six (6) months from the date of commissioning, the IRCTC shall recover the amount of Liquidated Damages, but not by way of penalty, by making deductions from the Vendor's account or by encashment of Vendor's Bank Guarantees submitted by the Vendor,, up to a maximum of seven and half percent (7.5%) of the Contract Price, in respect of the failure to meet the minimum level of performance guarantees in accordance with the provisions in the Contract Agreement.

In case, even after all possible repairs and replacements the Vendor fails to attain the minimum level of performance guarantee parameters, the IRCTC may reject the Facility and recover the entire cost paid to the Vendor or alternatively the IRCTC may proceed for commercial settlement with the Vendor for acceptance of the Facilities at the negotiated Price.

65.0 Final Acceptance:

Final Acceptance shall occur in respect of the Facilities when:

- a) The performance guarantee tests have been successfully completed and the Vendor meets the guaranteed output and other parameters, or the IRCTC from the Vendor if recoverable, has recovered the amount of Liquidated Damages.
- b) Items mentioned in the Contract Document relevant to the Facilities or that part thereof has been completed.
- c) The Vendor has fulfilled all the obligations under the Contract.

At any time after the events set out in the Contract Document have occurred, the Vendor may give a notice to the Engineer requesting for the issue of Final Acceptance Certificate (FAC) in respect of the Facilities specified in such notice as at the date of such notice.

The Engineer shall, after consultation with the IRCTC and within seven (7) days after receipt of the Vendor's notice, issue a Final Acceptance Certificate.

In case, the performance guarantee test has not been carried out for reasons attributable to the IRCTC within a period of Fifteen (15) days from the date of issue of Commissioning Certificate, the Vendor shall receive payment against Bank Guarantee of equal value.

In case Bank Guarantee is submitted, by the Vendor then the same shall be returned to the Vendor as soon as the performance guarantee test is successfully completed and the guaranteed output and other parameters are met, at the latest, however, on expiry of twelve (12) months from the date of release of payment against Commissioning Certificate.

66.0 SECURITIES:

Will be as per specified under clause 1.0 and 9.0 of special condition of contract.

67.0 Performance Bank Guarantee:

Will be as per specified under clause 8.0 and 11.0 of special condition of contract. The Bank Guarantee shall be submitted in prescribed format.

68.0 Claims under Security (Bank Guarantee):

If the IRCTC considers itself entitled to any claim under any Bank Guarantee, it shall so notify the Vendor by registered post, specifying the default of the Vendor upon which it bases its claim, and it shall require the Vendor to remedy the same. If the Vendor fails to remedy or to take steps to remedy the same within fourteen days of receipt of such notice, then the IRCTC shall be entitled to call encase the bank guarantee.

69.0 PAYMENT:

- **Contract Price:**

The Contract Price shall be as specified Contract Price and Terms of Payment of the Contract Agreement. The break-up of the Contract Price will be given in the Contract Agreement.

- **Price Basis:**

The Contract Price shall comprise basic price, Excise Duty, Sales Tax (including Sales Tax on Works Contract / Works Contract Tax), Octroi, Turn Over Tax (TOT) and any other duties, taxes and levies, as may be applicable and prevailing on base date of the Contract. While the basic price will constitute the consideration under the Contract, the payment of duties, taxes,

levies, etc., will be reimbursed (on actual) against documentary evidence to be produced by the Vendor.

The Contract Price includes Customs Duty Counter Veiling Duty on the imported plant & equipment specified in the Contract, for which prices indicated in the Contract are to be given in Indian Currency only. Customs Duty, Counter Veiling Duty for replacement against short supply, damaged, defective items, shall be borne by the Vendor.

The Contract Price does not include Income Tax & Research & Development (R&D) Cess on imported Engineering / Technical Services by overseas experts for, which, prices to be indicated in the Contract are to be given in Indian Currency only.

The Vendor shall place the Contract before Sales Tax Authorities for their examination, identification and apportionment of the Contract for applicability of Works Contract Tax in terms of the provisions under respective Sales Tax Act and Rules made their under and get the apportionment done. IRCTC shall deduct Tax at source accordingly from the running account bills of the Vendor. Failure on the part of the Vendor will make the Vendor liable for deduction of Tax at source to be made by the IRCTC on full value of the Contract.

Should the Commissioning Spares found to be inadequate, the Vendor shall supply additional required Commissioning Spares, without any extra cost to the IRCTC. However, unused Commissioning Spares shall be the property of the IRCTC.

Should the Oil, Grease & Lubricants and chemicals found to be inadequate, the Vendor shall supply additional required Oil, Grease & Lubricants and chemicals, without any extra cost to the IRCTC. However, unused Oil, Grease & Lubricants and chemicals shall be the property of the IRCTC.

The IRCTC shall supply Raw Water required for Construction & Erection Work at site free of cost.

The prices for imported supplies, for which prices are to be quoted in Indian currency, are for delivery on F.O.B. (Free on Board) Port of shipment basis. However, the Contract price shall include the prices towards ocean freight, Customs & Port clearances including Customs & Counter Veiling Duty handling including loading & unloading, inland freight & insurance up to plant site. The prices for indigenous supplies, for which prices are quoted in Indian Rupees, are for delivery at plant site basis.

The Vendor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

- **Firm Contract Price:**

The Price for items for which the price indicated in the Contract will be in Indian Rupees, shall be a firm price and is not subject to any escalation except in the event of a change in the scope of work or specification or as otherwise provided in the Contract. However, the Price Adjustment is applicable subject to increase in taxes, levies and duties only. No other variations are allowed. The statutory variation in Taxes, Levies and Duties will be reimbursed at actuals.

- **Adjustment of Price for Weights and Physical Quantities of Work:**

The contract is for completion of scope of facilities as specified in the Price Bid hereof and Technical specifications. The physical quantities of civil work and weights of the mechanical equipment including technological structures, building structures as given in “Technical specification”, are indicative ones for the purpose of making progress payments on pro-rata basis, should the actual physical quantities and weights differ from those indicated, neither the vendor shall be entitled to get any additional price from the IRCTC nor the IRCTC is entitled to deduct any amount from the Contract Price due to variation in physical quantities and weights.

- **Billing and Dispatch Schedule:**

Will be as per “Special terms and conditions” mentioned in this document.

70.0 TERMS OF PAYMENT:

Will be as mentioned in “Special terms and conditions”.

If it is advised by the Vendor to make any payments to its Sub-Vendor as per provisions of Contract any payment made directly by the IRCTC to the Sub-Vendors, such payments shall constitute a proper discharge of IRCTC’s obligations for such payments to the Vendor.

The payments will be made in the currencies quoted by the Vendor and included in the Contract unless otherwise agreed to between the Parties.

The Vendor shall furnish the detailed Billing Schedule hereof, for each item under the scope of work of the Contract, for the approval of IRCTC, which after the approval only, will be the basis for submission of invoices for progress payments.

The IRCTC shall release the payment (pertaining to Plants & Equipments) to the Vendor within 30 days from the date of receipt of the complete and correct invoices & relevant documents.

All interim / progress payments shall be regarded as payments by way of advance against the final payment only and not as payment for work completed and shall not preclude defective / imperfect / incomplete Facilities to be removed. It will not be considered as an admission by the IRCTC of the due performance of the Contract, or any part thereof by the Vendor nor shall it preclude, determine or affect in any way the powers of the IRCTC under these conditions or in any way vary or affect the Contract.

71.0 MODVAT CREDIT:

The Vendor will ensure dispatches of its own manufactured as well as its bought out plant & equipment, directly to works site of the IRCTC in such a manner that the IRCTC will get MODVAT benefit on account of Excise Duty on indigenous plant & equipment & Counter Veiling Duty on imported plant & equipment.

For direct supply of the indigenous plant & equipment by the Vendor to the IRCTC, the Vendor shall furnish to the IRCTC a duplicate copy of the invoices in original marked as “Duplicate” copy for Transporter under Rule 173-G and 52 A” to enable the IRCTC to avail the MODVAT Credit.

For direct supply of the indigenous bought-out plant & equipment by the Sub-Vendor to the IRCTC, the Vendors will draw their invoices as per relevant trade notice to enable the IRCTC to avail the MODVAT Credit.

For direct supply of imported plant & equipment by the Overseas Suppliers to the IRCTC's site, the Vendors will draw their invoices enclosing therewith bill of entry in original as documentary evidence to enable the IRCTC to avail the MODVAT Credit.

The Vendor shall submit the necessary documents required by the IRCTC to avail the MODVAT Credit. In case, the Vendor fails to submit the required document for claiming the MODVAT Credit by the IRCTC in respect of certain plant & equipment, the amount of Excise Duty on such indigenous plant & equipment and Counter Veiling Duty on such imported plant & equipment, shall not be paid by the IRCTC to the Vendor.

72.0 TAXES & DUTIES:

Except as otherwise specifically provided in the Contract, the Vendor shall bear and pay all taxes, duties, levies and charges assessed on the Vendor, its Sub-Vendors or their employees by Municipal, State or Central Government Authorities.

All taxes & duties payable outside India in respect of performance of the Contract shall be borne & paid by the Vendor.

The IRCTC shall issue necessary Concessional Sales Tax Declaration Form 'C' and other Concessional Sales Tax Declaration Form as applicable for State Sales Tax in due course. The Vendor shall place the Contract before Sales Tax Authorities for their examination, identification and apportionment of the Contract for applicability of Works Contract Tax and get the apportionment done in terms of the provisions made under respective Sales Tax Acts / Rules failing which the Vendor will be liable for deduction of Tax at source (TDS) to be made by the IRCTC on full value of the Contract.

The Vendor shall bear and pay all the liabilities in respect of non-observance of all legal formalities as per various statutory provisions.

The Vendor shall make "Sale in Transit" as per Section 6(2) of Central Sales Tax Act 1956 and all formalities required shall have to be observed by the Vendor.

The Vendor shall bear and pay all Customs Duty & Counter Veiling Duty on imported plant & equipment for which prices indicated in the Contract are to be in Indian Rupees.

The Vendor shall bear and pay Income Tax & R & D Cess on imported engineering, supervision services by Overseas Vendor's experts & training abroad, for which required documents will be furnished by the Vendor to the IRCTC.

The personnel Income Tax of Vendor's Overseas experts, if payable, shall be paid by the Vendor directly and the IRCTC shall neither be liable to pay the Income Tax nor for filing the tax return for Vendor's Overseas experts.

However, the IRCTC will furnish to the Vendor, the original tax receipts in connection with payments made under the Contract.

73.0 VARIATIONS IN TAXES & DUTIES:

For the purpose of the Contract, it is agreed that the 'Contract Price' in the Contract Agreement is based on the taxes, duties, levies and charges prevailing on Base date. If any rate of tax is increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Contract,

which was or will be assessed on the Vendor, Sub-Vendors or their employees in connection with performance of the Contract, an adjustment of the Contract Price shall be made by addition to the Contract Price or deduction thereof, as the case may be.

The adjustment in the Contract Price towards variations in taxes shall be applicable for the variations in the taxes enacted within the scheduled Contractual delivery / execution period provided the Facilities are completed within the “Time for Completion” of the Contract. For any variations in taxes enacted after the Contractual delivery / execution period, the adjustment in the Contract Price shall not apply. In case the reasons for delay is not attributable to the IRCTC not withstanding extension to the “Time for Completion” is granted. However, if the completion of the Facilities is delayed due to reasons attributable to the IRCTC and extension to the “Time for Completion” is granted variations in taxes enacted after the Contractual delivery / execution period, the adjustment in the Contract Price shall be allowed within the extended “Time for Completion” of the Contract.

The adjustment in the Contract Price towards imposition of new taxes or abrogation of existing taxes shall be applicable only if the new tax is enacted or existing tax is abrogated within Contractual delivery/execution period. For any variation due to enactment of new tax or abrogation of existing tax after Contractual delivery / execution period, adjustment in the Contract Price shall not apply.

The Vendor shall bear and pay all liabilities in respect of statutory variations in taxes and duties and imposition of new taxes and duties that may be imposed after the Contractual delivery / execution dates, as originally stipulated, in case the delivery dates are extended due to reasons attributable to Vendor.

The IRCTC shall make the adjustment in the Contract Price towards variation in the taxes on production of the documentary evidences by the Vendor.

The Contract Price shall be adjusted towards variations in taxes in respect of only finished equipment supplied by the Vendor to the IRCTC. No adjustment in the Contract price shall be made for variations in the taxes on raw materials, parts, component / intermediate components, assemblies / sub-assemblies, etc.

For the purpose of adjustment in the Contract Price towards variation in taxes, the Contract Price shall be the price including price adjustment due to variation in taxes only.

74.0 GUARANTEES AND LIABILITIES:

- **Completion Time Guarantee:**

The Vendor guarantees that it shall attain “Completion of the Facilities” on Time Schedule as defined in the Contract Agreement, or within such extended time to which the Vendor shall be entitled under “Extended Time for Completion”.

- **Penalty for Delay in “Completion of the Facilities”:**

If the vendor fails to attain Completion of the Facilities as defined in this document hereof, within the Time for Completion or any extension under “Extension of Time for completion”, due to reasons not attributable to the IRCTC, the IRCTC will impose a penalty and will recover from the Vendor’s account or by encashment of Vendor’s Bank Guarantees at the rate of 0.5% of the Contract Price, per complete week of delay up to a maximum of 10% of the Contract Price. Such

payment shall completely satisfy the vendor's obligation to attain Completion of the Facilities within the Time for Completion or any extension thereof.

However, the payment of penalty shall not in any way relieve the Vendor from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Vendor under the Contract.

Save for penalty payable, the failure by the Vendor to attain any milestone or other act, matter or thing by any date specified in "Time Schedule" to the Contract Agreement and/or other program of work prepared under Program of Performance, shall not render the Vendor liable for any loss or damage thereby suffered by the Owner.

- **Bonus for Completion of the Facilities before Time Schedule:**

If the Vendor attains Completion of the Facilities before the Time for Completion or any extension thereof, the IRCTC shall pay to the Vendor a bonus at the rate of 0.5% of the Contract Price per complete fortnight ahead of Time Schedule up to a maximum of 5% of the Contract Price subject to the condition that the IRCTC is able to operate the Facilities gainfully on regular basis.

- **Defect Liability:**

The Vendor shall warrant that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment, Structures supplied and of the work executed.

The Defect Liability Period shall be twelve (12) months from the date of issue of Commissioning Certificate or 18 months from the date of FOR site supply whichever is earlier.

If during the Defect Liability Period any defect be found in the design, engineering, materials and workmanship of the Plant & Equipment Structures supplied or of the work executed by the Vendor, the Vendor shall promptly, in consultation and agreement with the IRCTC and at its cost, repair, replace or otherwise make good such defect as well as any damage to the Facilities caused by such defect.

The IRCTC shall give the Vendor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The IRCTC shall afford all reasonable opportunity for the Vendor to inspect the defect.

The IRCTC shall afford the Vendor all necessary access to the Facilities and the Site to enable the Vendor to preform its obligations.

The Vendor may, with the consent of the IRCTC and after submission of Bank Guarantee for the equivalent cost of Plant & Equipment, remove from the Site any Plant and Equipment or any part of the Facilities that are defective if the nature of the defect, and / or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site. In case of defective parts not repairable at Site but become essential in the mean time for the commercial use of the plant, the Vendor shall replace at Site free of cost to the IRCTC, the defective parts, before the defective parts are removed from the Site.

If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the IRCTC may give to the Vendor a notice requiring that

tests of the defective part of the Facilities shall be made by the Vendor immediately upon completion of such remedial work, whereupon the Vendor shall carry out such tests.

If such part fails the tests, the Vendor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The IRCTC and the Vendor shall agree upon the tests. If the Vendor does not commence the rectification either by repair or replacement of such defects within 30 (thirty) days from the date of notice by the IRCTC or does not complete the rectification with reasonable diligence and within a reasonable time, the IRCTC may, at its option, rectify the defects at the Vendor's expense. The IRCTC shall, in such case, deduct from payment due to the Vendor the expenses incurred by the IRCTC for remedy of such defects without prejudice to the other rights of the IRCTC under the Contract.

If the Vendor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days, the IRCTC may, following notice to the Vendor, proceed to do such work, and the reasonable costs incurred by the IRCTC in connection therewith shall be paid to the IRCTC by the Vendor or may be deducted by the IRCTC from any money due to the Vendor or claimed under the Performance Bank Guarantee.

If the Facilities or any part thereof cannot be used by reason of such defect and / or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the IRCTC because of any of the aforesaid reasons.

Except as provided in this contract document "Loss of or Damage to Property / Accident or Injury to Workers / Indemnification", the Vendor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant and Equipment, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or willful action of the Vendor.

In addition, the Vendor shall also provide an extended warranty for any such component of the Facilities for the period of minimum 12 months but not more than 60 months or as it may be stipulated in Technical Specifications. Such obligation shall be in addition to the defect liability specified.

75.0 Patent Indemnity:

The Vendor shall, subject to the IRCTC's compliance with Sub-Clause 31.2 hereof, indemnify and hold harmless the IRCTC and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the IRCTC may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing by reason of:

- (a) The installation of the Facilities by the Vendor; and
- (b) The sale of the products produced by the Facilities in any country.

Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association

or combination with any other equipment, plant or materials not supplied by the Vendor, pursuant to the Contract Agreement.

If any proceedings are brought or any claim is made against the IRCTC arising out of the matters referred to in the Contract Document, the IRCTC shall promptly give the Vendor a notice thereof, and the Vendor may at its own expense and in the IRCTC's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Vendor fails to notify the IRCTC within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the IRCTC shall be free to conduct the same on its own behalf at the risk & cost of the Vendor.

The IRCTC shall, at the Vendor's request, afford all available assistance to the Vendor in conducting such proceedings or claim, and shall be reimbursed by the Vendor for all expenses incurred in so doing.

The IRCTC shall indemnify and hold harmless the Vendor and its employees, officers and Sub-Vendors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Vendor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided by the IRCTC.

76.0 Limitation of Liability

Except in cases of willful misconduct or negligence whether civil or criminal.

The Vendor shall not be liable to the IRCTC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligations of the Vendor including payment of Liquidated Damages by the Vendor to the IRCTC

and

The aggregate liability of the Vendor to the IRCTC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Vendor to indemnify the IRCTC with respect to patent infringement and workman compensation (Sub-Clause 22.3.3.4.1 hereof).

77.0 RISK DISTRIBUTION

• Transfer of IRCTCship

The title of IRCTCship of Imported plant & equipment, structures, tools & tackles, first fill of lubricants, chemicals and all other goods (including spare parts) whose prices in the Contract are indicated in the price bid, shall be transferred to the IRCTC after loading on to the mode-of-transport to be used and when they are on high sea.

The title of IRCTCship and property for indigenous Plant & Equipment, Structures, spares, tools & tackles, first fill of lubricants, etc. shall pass on to the IRCTC after the Vendors have effected

the dispatch of same to the IRCTC or the Vendors have effected the sale, in course of transit, as per Section 6(2) of the Central Sales Tax Act 1956 and the Vendors have prepared necessary documentation for handing over the same to IRCTC's authorized representative.

The property of Plant & Equipment, Structures, spares, tools & tackles, first fill of lubricants, chemicals etc. issued to the Vendors under Bailee Agreement / Bond is vested with the IRCTC all the time till erection, commissioning and completion of Performance Guarantee Tests as per the terms and conditions of the Contract.

The transfer of title to ownership for the steel structural work (fabricated at site) including glazing & sheeting, civil construction work and any other work under this Contract shall pass on to the IRCTC on its accretion on payments of works contract tax in the appropriate State.

Notwithstanding the transfer of ownership of the Plant and Equipment, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Vendor under "Care of Facilities") until Commissioning of the Facilities in which such Plant & Equipment, Structures are incorporated.

The Vendor shall be responsible for the care and custody of the Facilities or any part thereof until the date of issue of Commissioning Certificate and shall make good at its own cost

- **Care of Facilities:**

Any loss or damages that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Vendor shall also be responsible for any loss or damage to the Facilities caused by the Vendor or it's Sub-Vendors in the course of any work carried out.

If any loss or damage occurs to the Facilities or any part thereof by reason of

Any use or occupation by the IRCTC or any third party (other than a Sub-Vendor) authorized by the IRCTC.

Any use of or reliance upon any design, data or specification provided by or on behalf of the IRCTC, or any such matter for which the Vendor has disclaimed responsibility herein, the IRCTC shall pay to the Vendor all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged. If the IRCTC requests the Vendor in writing to make good any loss or damage to the Facilities thereby occasioned, the Vendor shall make good the same at the cost of the IRCTC. The Vendor in writing to make good any loss or damage to the Facilities thereby occasioned, the IRCTC shall either request a change in accordance with "Change in the Facilities", excluding the performance of that part of the Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Facilities, the IRCTC shall terminate the Contract pursuant to "Termination for IRCTC's Convenience", except that the Vendor shall have no entitlement to profit in respect of any unexecuted Facilities as at the date of termination.

Facilities as at the date of termination.

78.0 LOSS OR DAMAGE TO PROPERTY; ACCIDENT OR INJURY TO WORKERS:

- **Indemnification**

The Vendor shall indemnify and hold harmless the IRCTC and its employees from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Vendor or its Sub-Vendors, or their employees, or agents, except any injury, death or property damage caused by the negligence of the IRCTC, its employees, or agents.

If any proceedings are brought or any claim is made against the IRCTC that might subject the Vendor to liability, the IRCTC, shall promptly give the Vendor a notice thereof and the Vendor may at its own expense and in the IRCTC's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Vendor fails to notify the IRCTC within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the IRCTC shall be free to conduct the same on its own behalf at the risk of the Vendor.

The IRCTC shall, at the Vendor's request, afford all available assistance to the Vendor in conducting such proceedings or claim, and shall be reimbursed by the Vendor for all expenses incurred in so doing.

- **Insurance:**

The Vendor shall take out a composite and comprehensive Marine-cum-Erection Insurance Policy with a Nationalized Indian Insurance Company which, shall cover total erected value of the Facilities (115% of Contract price) and all risks specifically inclusive of the following:

All Risk Insurance: The policy shall cover all risks and escalations, and revisions without ceiling.

Imported Cargo Insurance: For imported supplies, the policy shall cover all goods from FOB supply point, i.e., from the point of loading on ships at a foreign port till completion of erection and commissioning.

The policy shall cover the imported goods on replacement basis, i.e., inclusive of escalations, if any, payable to the foreign suppliers and / or exchange rate fluctuations and / or fluctuations in Ocean Freight, Customs Duty, clearing and forwarding charges, inland freight, etc. The Vendor shall ensure that the insurance company shall pay the replacement value of such imported consignments (in the required currency) required to be replaced (for which IRCTC's decision shall be final) within 15 days of lodging of the claim so as to ensure that supplies are not held up.

Indigenous Cargo Insurance: For indigenous supplies, the policy shall insure the goods originating in India from the Vendor's / Supplier's warehouse to Plant's warehouse and up to completion of erection and commissioning. This will be inclusive of supplies to and from warehouse / factory of intermediate processors / suppliers. This policy will also cover the replacement items, if any.

Third Party Liability Insurance: The policy shall cover third party liability. The third party liability shall cover the loss / disablement of human life (persons not belonging to the Vendor) and also cover the risk of damages to others' materials / equipment / properties during construction, erection and commissioning at site. The value of third party liability for

compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs. 2 lakh per death, Rs. 1.5 lakh per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by a Court of Law in India or abroad and cover for damage to others' equipment / property as approved by the IRCTC.

Automobile Liability Insurance: Covering use of vehicles / mobile equipment used by the Vendor or its Sub-Vendors (whether or not owned by them) in connection with the execution of the Contract.

Vendor shall ensure that where applicable, its Sub-Vendor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Sub-Vendors are covered by the policies taken out by the Vendor.

The IRCTC shall be the principal holder of the policy along with the Vendor. Sub-Vendors of the Vendor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. IRCTC reserves the exclusive right to assign the policy.

While the payment of premium may be phased in agreement with the insurance company, at no time shall goods and services required, to be provided by the Vendor shall remain uninsured.

A copy of the 'Marine-cum-Erection' Insurance policy shall be made available to the IRCTC within fifteen (15) days of signing of the Contract and policy shall be kept alive and valid at all times up to the stage of Commissioning Certificate.

The IRCTC reserves the right to take out whatever policy that is deemed necessary by him if the Vendor fails to keep the said policy alive and valid at all times and / or causes lapses in payment of premium thereby jeopardizing the said policy. The cost of such policy(s) shall be recovered / deducted from the amount payable to the Vendor.

The Vendor while taking out such 'Marine-cum- Erection' policy shall avail the best premium rates with the maximum discounts available.

In cases where the erection, modification etc., are to be carried out in the existing shop of the IRCTC the 'surrounding value' shall be intimated by the IRCTC to the Vendor, who shall ensure that this value is included in the policy.

The policy shall ensure that the IRCTC's decision regarding replacement of goods damaged, lost or rendered unusable shall be final.

Upon arrival of plant and Equipment / materials at site the Vendor shall assume custody thereof and remain responsible thereafter for safe custody until the whole plant is successfully commissioned.

In order to adequately cover the works under such composite and comprehensive insurance, the Vendor shall fulfill the necessary requirements / obligations, which will inter-alia, include the following:

Adequate fire-fighting equipment and extinguishing agents of sufficient capacity and quantity must always be available at site and kept ready for immediate use.

Sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.

For storage of materials and equipment for the construction and erection work, storage must be subdivided into storage units and the distance between such storage units shall be as acceptable to the Insurance Company. All inflammable materials and especially all inflammable liquids and gases must be stored at a sufficient large distance from the property under construction or erection and from any hot work.

Welding, soldering or the use of an open flame in the vicinity of combustible material is only permitted if at least one workman suitably equipped with extinguishers and well trained in fire fighting is present.

At the beginning of preliminary acceptance test & pre-commissioning of Plant & Equipment all fire-fighting facilities must be rechecked thoroughly.

- **Observation of all safety rules and regulations:**

The Vendor shall arrange Accident Insurance Policy for all his personnel including foreign Experts / Specialists / Personnel deputed to site and Vendor's / his sub-Vendors' manufacturing works as well as for his Indian engineers & supervisory staff. The Vendor shall also take out for his Indian workmen a separate policy as per Workmen's Compensation Act.

In all cases, the Vendor shall lodge the claims with the Underwriters and also settle the claims. However, the Vendor shall proceed with the repairs and / or replacement of the equipment / components without waiting for the settlement of the claims. In case of seizure of materials by concerned authorities, the Vendor shall arrange prompt release against bond, security or cash as required. IRCTC will extend all assistance to the Vendor in such a case.

All the insurance claims shall be processed by the Vendor and the items which are missing / damaged in transit or during handling, storage, erection and commissioning, shall be replaced / repaired by them without any extra cost to the IRCTC and without affecting the time for completion.

- **Negligence:**

If the Vendor does not execute the Facilities in accordance with the time schedule stipulated in the Contract Agreement and shall neglect to execute the Facilities with due diligence or expedition or shall refuse or neglect to comply with any reasonable order given to the Vendor in writing by the IRCTC in connection with the Facilities or shall contravene the provisions of Contract, the IRCTC may give notice in writing to the Vendor to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable by the IRCTC and in default of compliance with the said notice, the IRCTC without prejudice to its rights, may rescind or cancel the Contract holding the Vendor fully liable for the damages that the IRCTC may sustain including all amounts paid to the Vendor by the IRCTC for all such Facilities which may become infructuous due to such cancellation.

Should the Vendor fail to comply with such notice within the period as mentioned in the notice or any other period considered reasonable by the IRCTC for such compliance, from the date of serving thereof, then and in such case, without prejudice to the IRCTC's right, the IRCTC shall have at its option the right to take the affected Facilities wholly or in part out of the Vendor's

hands and may complete the Facilities, as envisaged in the Contract either departmentally or by awarding fresh Contract(s) to any other person or firm or company to execute the same, at the risk and cost of the Vendor.

In such event the IRCTC shall, without being responsible to the Vendor for wear and tear to the same, be entitled to seize and take possession and use all materials, construction equipment, tools, tackles and other things of the Vendor which may be at the site for use at any time in connection with the Facilities to the exclusion of any right of the Vendor over the same and the IRCTC shall be entitled to retain and apply any sum which may otherwise be then due as per the Contract or any other Contract from the IRCTC to the Vendor as may be necessary for the payment of the cost of execution of such Facilities as aforesaid.

If the cost of executing the Facilities as aforesaid shall exceed the sum due to the Vendor and the Vendor fails to make good the deficit within the specified period, the IRCTC shall have the right to lien over the said materials, tools, tackles, construction plant or other things and properties of the Vendor as may not have been used up in the completion of the Facilities, and may be sold by the IRCTC after serving due notice to the Vendor and such proceeds applied towards the adjustment of such difference and the cost of incidentals to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the Vendor on the demand of the IRCTC, but when all expenses, cost and charges incurred in the completion of the Facilities are paid by the Vendor, all such materials, tools, tackles, construction plant or other things not used in the completion of the Facilities and remaining unsold shall be removed by the Vendor with the written permission of the IRCTC.

If, after Effective Date of Contract Agreement, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the Change in Laws and Regulations by competent authorities) that subsequently affects the costs and expenses of the Vendor, the Contract Price shall be correspondingly increased or decreased.

79.0 “Waiver” Subject to Sub-Clause mentioned below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

Any waiver of a party’s rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

80.0 “Severability” If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

81.0 “Notices” Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, post / airmail post, special courier, cable, telegraph, Tele-fax, facsimile to the address of the relevant party set out in the Special Conditions of Contract, with the following provisions.

- 81.1 Any notice sent by cable, telegraph, tele-fax, facsimile shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.
- 81.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.
- 81.3 Any notice delivered personally or sent by cable, telegraph, telex facsimile shall be deemed to have been delivered on date of its dispatch.
- 81.4 Either party may change its postal, cable, telex, facsimile address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.
- 81.5 Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

82.0 "Settlement of Disputes / Arbitration" In the event of any question, dispute or difference arising under any of these special conditions contract or any conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these special conditions or the any conditions) the same will be resolved by Arbitration, as per the provisions of 'The Arbitration and Conciliation Act – 1996.' The event shall be referred to the sole arbitration of an Officer of IRCTC or any other person nominated by the Managing Director of IRCTC to act as arbitrator whose decision in this regard shall be final and binding on the vendor. The Officer to be appointed as arbitrator however will not be one of those who have had an opportunity to deal with the matters to which the contract relates or who in the course of their duties have expressed views on all or any of the matters under dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at IRCTC, Corporate Office or elsewhere at New Delhi. The language of arbitration shall be English. The arbitrator fee shall be fixed as per IRCTC circular dated 05.09.2012 and shall be shared equally by both the parties.

83.0 Force Majeure:

"Force Majeure" shall mean any event beyond the control of the IRCTC or of the Vendor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- a) War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts.
- c) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague.
- d) Earthquake, fire, flood or cyclone, or other natural or physical disaster.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.

The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or

delayed. The Time for Completion shall be extended in accordance with “Extension of Time for Completion”.

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party’s right to terminate the Contract.

Any delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- a) Constitute a default or breach of the Contract
- b) Shall not give rise to any claim for damages or additional cost or expense occasioned thereby
- c) If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

If the performance of the Contract is substantially prevented, hindered or delayed for a period of more than one hundred and twenty (120) days on account of Force Majeure during the currency of the Contract, the parties will develop a mutually satisfactory solution.

84.0 War Risks:

“War Risks” shall mean any event specified in “Force Majeure”

Notwithstanding anything contained in the Contract, the Vendor shall have no liability whatsoever for or with respect to

- a) Destruction of or damage to property of the IRCTC or any third party
- b) Injury or loss of life
- c) If such destruction, damage, injury or loss of life is caused by any War Risks, and the IRCTC shall indemnify and hold the Vendor harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.

If the Facilities or any Plant & Equipment, Structures shall sustain destruction or damage by reason of any War Risks, the IRCTC shall pay the Vendor for

- a) Any part of the Facilities or the Plant & Equipment, Structures so destroyed or damaged (to the extent not already paid for by the IRCTC) so far as may be required by the IRCTC, and as may be necessary for completion of the Facilities.
- b) Replacing or making good any such destruction or damage to the Facilities or the Plant and Equipment or any part thereof.

If the IRCTC does not require the Vendor to replace or make good any such destruction or damage to the Facilities, the IRCTC shall either request a change in accordance with “Change in the Facilities” excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract.

Notwithstanding anything contained in the Contract, the IRCTC shall pay the Vendor for any increased costs or incidentals to the execution of the Contract that are in any way attributable to,

consequent on, resulting from, or in any way connected with any War Risks, provided that the Vendor shall as soon as practicable notify the IRCTC in writing of any such increased cost.

If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Vendor, the Vendor shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Sub-Vendors' personnel engaged in the work on the Facilities, provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a period of more than one hundred and twenty (120) days on account of any War Risks, the parties will develop a mutually satisfactory solution.

CHANGE IN CONTRACT ELEMENT:

85.0 Change in the Facilities:

The IRCTC shall have the right to propose, and subsequently order the Vendor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities (hereinafter called "Change"), provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of Change envisaged with the nature of the Facilities as specified in the Contract.

Notwithstanding, change made necessary because of any default of the Vendor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

If the IRCTC proposes a Change, it shall send to the Vendor a "Request for Change Proposal," requiring the Vendor to prepare and furnish to the Engineer as soon as reasonably practicable a "Change Proposal," which shall include the following:

- (a) Brief description of the Change
- (b) Effect on the Time for Completion
- (c) Estimated cost of the Change
- (d) Effect on Functional Guarantees (if any)
- (e) Effect on any other provisions of the Contract.

The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If such rates and prices are inequitable, the parties thereto shall agree on specific rates for the valuation of the Change.

Upon receipt of the Change Proposal (any major change not within the general scope of facilities), the IRCTC and the Vendor shall mutually agree upon all matters therein contained. Within fourteen (14) days after such agreement, the IRCTC shall, if it intends to proceed with the Change, issue the Vendor with a Change Order with the approval of Competent Authority.

If the IRCTC and the Vendor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the IRCTC may nevertheless instruct the Vendor to proceed with the Change by issue of a "Pending Agreement Change Order."

Upon receipt of a Pending Agreement Change Order, the Vendor shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach

agreement on the outstanding issues under the Change Proposal.

If the parties cannot reach agreement within one hundred & twenty (120) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to for the Conciliation / Arbitration.

If the IRCTC decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Vendor accordingly.

86.0 Extension of Time for Completion:

The Time(s) for Completion shall be extended if the Vendor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- a) Any Change in the Facilities as provided in “Change in the Facilities”
- b) Any occurrence of Force Majeure or other occurrence of any of the matters specified or referred to in “Force Majeure”
- c) Any suspension order given by the IRCTC
- d) The default by the IRCTC, if proved to be cause for delay in completion of the Facilities by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Vendor.

Except where otherwise specifically provided in the Contract, the Vendor shall submit to the Engineer a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the IRCTC and the Vendor shall agree upon the period of such extension. In the event that the Vendor does not accept the IRCTC’s estimate of a fair and reasonable time extension, the Vendor shall be entitled to refer the matter for Conciliation / Arbitration.

The Vendor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

87.0 Suspension:

The IRCTC may, by notice to the Vendor, order the Vendor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation, of which performance is to be suspended, the Effective Date of the suspension and the reasons thereof. The Vendor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Engineer.

If, by virtue of a suspension order given by the Engineer, other than by reason of the Vendor’s default or breach of the Contract, the Vendor’s performance of any of its obligations is suspended for an aggregate period of more than one hundred and twenty (120) days, then at any time thereafter and provided that at that time such performance is still suspended, the Vendor may give a notice to the Engineer requiring that the IRCTC shall, within thirty (30) days of receipt of the notice, order the resumption of such performance.

If the IRCTC fails to do so within such period, the Vendor may, by a further notice to the Engineer, elect to treat the suspension as termination of the Contract.

If the Vendor's performance of its obligations is suspended pursuant to this Clause, then the Time for Completion shall be extended, and any and all additional costs or expenses incurred by the Vendor as a result of such suspension shall be paid by the IRCTC to the Vendor in addition to Contract Price on mutually agreed basis.

During the period of suspension, the Vendor shall not remove from Site any plant & equipment, any part of the Facilities or any Vendor's equipment, without the prior written consent of the IRCTC.

88.0 TERMINATION:

- **Termination for IRCTC's Convenience:**

The IRCTC may at any time terminate the Contract for any reason by giving the Vendor a notice of termination giving notice period of 30 days.

Upon receipt of the notice of termination, the Vendor shall either immediately or upon the date specified in the notice of termination

- a) Cease all further work, except for such work as the IRCTC may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- b) Terminate all subcontracts, except those to be assigned to the IRCTC pursuant to paragraph (d) (ii) below
- c) Remove all Vendor's Equipment from the Site, repatriate the Vendor's and its Sub-Vendors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition
- d) In addition, the Vendor, subject to the payment, shall
 - (i) Deliver to the IRCTC the parts of the Facilities executed by the Vendor up to the date of termination
 - (ii) To the extent legally possible, assign to the IRCTC all right, title and benefit of the Vendor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the IRCTC, in any subcontracts concluded between the Vendor and its Sub-Vendors
 - (iii) Deliver to the IRCTC all drawings, specifications and other documents prepared by the Vendor or its Sub-Vendors as at the date of termination in connection with the Facilities.

In the event of the termination of the Contract the IRCTC shall pay to the Vendor the Price, the properly attributable to the parts of the Facilities executed by the Vendor as of the date of termination. However, no consequential damages shall be payable by the IRCTC to the Vendor in the event of termination.

89.0 Termination for Vendor's Default:

The IRCTC, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons thereof to the Vendor, referring to this Sub-Clause:

- a) If the Vendor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Vendor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of

amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Vendor takes or suffers any other analogous action in consequence of debt.

- b) If the Vendor assigns or transfers the Contract or any right or interest therein in violation of the provisions in the Contract Agreement.

90.0 IF THE VENDOR:

- a) Has abandoned or repudiated the Contract
- b) Has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the IRCTC to proceed
- c) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- d) Refuses or is unable to provide sufficient materials, services or labor (adequate resources) to execute and complete the Facilities in the manner specified in the program furnished under "Program of Performance", at rates of progress that give reasonable assurance to the IRCTC that the Vendor can attain Completion of the Facilities by the Time for Completion.

Then, the IRCTC may, without prejudice to any other rights it may possess under the Contract, give a notice to the Vendor stating the nature of the default and requiring the Vendor to remedy the same. If the Vendor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the IRCTC may terminate the Contract forthwith by giving a notice of termination to the Vendor.

Upon receipt of the notice of termination under the provisions of "Termination", the Vendor shall, either immediately or upon such date as is specified in the notice of termination,

- a) Cease all further work, except for such work as the IRCTC may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean & safe condition
- b) Terminate all subcontracts, except those to be assigned to the IRCTC pursuant to paragraph (d) below
- c) Deliver to the IRCTC the parts of the Facilities executed by the Vendor up to the date of termination
- d) To the extent legally possible, assign to the IRCTC all right, title and benefit of the Vendor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the IRCTC, in any subcontracts concluded between the Vendor and its Sub-Vendors
- e) Deliver to the IRCTC all drawings, specifications and other documents prepared by the Vendor or its Sub-Vendors as at the date of termination in connection with the Facilities.

The IRCTC may enter upon the Site, expel the Vendor, and complete the Facilities itself or by employing any third party at the risk and cost of the Vendor. The IRCTC may, to the exclusion of any right of the Vendor over the same, take over and use any Vendor's Equipment owned by the Vendor and on the Site in connection with the Facilities for such reasonable period as the IRCTC considers expedient for the supply and installation of the Facilities. Upon completion of the Facilities or at such earlier date as the IRCTC thinks appropriate, the IRCTC shall give notice to the Vendor that such Vendor's Equipment will be returned to the Vendor at or near the Site and shall return such Vendor's Equipment to the Vendor in accordance with such notice. The

Vendor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

The Vendor shall be entitled to be paid the Price attributable to the Part of the Facilities executed as at the date of termination, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant and rent of the Vendor's equipment, if any, used by the IRCTC. Any sums due to the IRCTC from the Vendor accruing prior to the date of termination shall be deducted from the amount to be paid to the Vendor under this Contract.

If the IRCTC completes the Facilities, the cost of completing the Facilities by the IRCTC shall be determined. If the sum that the Vendor is entitled to be paid, plus the reasonable costs incurred by the IRCTC in completing the facilities exceeds the Contract Price, the Vendor shall be liable for such excess.

If such excess is greater than the sums due to the Vendor, the Vendor shall pay the balance to the IRCTC, and if such excess is less than the sums due the Vendor, the IRCTC shall pay the balance to the Vendor.

The IRCTC and Vendor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

The expression "Facilities executed" shall include all work executed, Installation Services provided, and all Plant & Equipment, Structures acquired (or subject to a legally binding obligation to purchase) by the Vendor and used or intended to be used, for the purpose of the Facilities, up to and including the date of termination.

In calculating any money due from the IRCTC to the Vendor, account shall be taken of any sum previously paid by the IRCTC to the Vendor under the Contract, including any advance payment paid pursuant to "Terms of Payment"

91.0 ASSIGNMENT:

The Vendor shall not, without the express prior written consent of the IRCTC assign to any third party the Contract or any part thereof, or any right, benefit obligation or interest therein or thereunder, except that the Vendor shall be entitled to assign under the Contract.

Should loan / financial agreement(s) require the Vendor to assign, by way of charge, any money due or to become due to it, to a bank / credit agency for the benefit of receiving payment by the Vendor under this Contract from such bank / credit agency, or if any partial assignment is necessary to be made to any insurer in terms of Insurance Policy approved by the IRCTC, the IRCTC may give consent in such cases.

92.0 SURPLUS MATERIALS:

For the purpose of removing surplus materials in its original form only, the Vendor shall submit the documents / records evidencing the entry of materials on the assigned work site and consumption statements based on approved drawings after allowing for wastage, maximum 8% cutting allowance, and irrecoverable / unaccountable losses (wastage including loss factors being minimum 2% on Steel and reinforcement rods, minimum 5% on cement and minimum 3% on cables, pipes etc.) to establish the surplus quantity of the materials belonging to the Vendor. The IRCTC shall allow the Vendor to remove such materials from the IRCTC's premises after being

satisfied regarding the evidence produced for such removal. Such removal shall only be permitted after completion of the entire work.

No imported material shall be allowed to be taken out other than imported tools and tackles and instruments brought by the Vendor on draw back basis and provided, he has carried out necessary documentation at the time of taking such items to the work site.

Scrap in any form whatsoever shall not be removed from premises and shall be the property of the IRCTC.

93.0 FAILURE AND TERMINATION.

If the vendor fails to accomplish the project as per the PERT chart submitted along with the tender document. In case of non compliance of the same, the following action shall be taken by IRCTC to make good the loss.

- a) Liquidated Damages: For any delay in commissioning of the equipments due to the fault of the vendor, or any discontinuity in the operation of the existing plant set up, then liquidated damages @ 1 % per week of total contract value for delay subject to maximum 10% of the contract value, will be levied on the vendor. The discretionary powers in this regard shall however be vested on the Managing Director of IRCTC.
- b) Cancel the contract or a portion thereof 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 IRCTC, which shall be final, readily procurable) at the risk and cost of the vendor. It shall, however, be in the discretion of IRCTC 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.

94.0 RISK PURCHASE/WORK:

In case of delayed supplies/erection/commissioning purchase/execution of work may be completed at the risk, cost and responsibility of the supplier after expiry of scheduled date without any notice. Extra amount spent on Risk Purchase/ completion of work shall be adjusted against the earnest money/pending payments or same shall be recovered from the supplier.

IRCTC will reserve the right to effect risk purchase/execution of the work in case of non-fulfillment of various terms and conditions of the contract, by the supplier at his risk & cost.

95.0 IMPORT LICENSE AND FOREIGN EXCHANGE VARIATION.

No import license shall be provided by the IRCTC for goods offered against this bid. Necessary clearances/licenses from the concerned Authorities for any imported goods/items offered shall be obtained by the bidder at his cost & responsibility.

Non-availability of or delay in obtaining license/ clearance shall not, under any circumstances, entitle the bidder to seek any compensation/relaxation under the contract and/or relieve the bidder from any of his obligations under the contract. Foreign Exchange, Duties etc. variation, if any, shall also be to the account of the bidder and no price escalation may be given.

96.0 WARRANTY:

The supplier warrants that the goods and equipment, supplied, installed and commissioned under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that the goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by IRCTC's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination. The Supplier also guarantees that the Goods supplied shall perform satisfactorily as per the designed/ rated/ installed capacity as provided for in the Contract.

This warranty shall remain valid for one year after the Goods have been delivered at site, installed and the system successfully tested, commissioned and accepted by IRCTC. The automation systems, instruments and controls will be guaranteed against system malfunction for a period of one year from the date of commissioning. Software of the PLC system shall be provided by the vendor.

Any complaint during this warranty shall be attended to within 24 hours by the bidder. The Supplier shall also submit a quotation along with the bid towards warranty for one extra year. This will be used at the option of the IRCTC.

97.0 STATUTORY DEDUCTIONS.

The statutory deductions such as Income Tax, etc. wherever applicable will be made as per rules/legal provisions. The bidder should also enclose copy of documents of identity of the bidder/supplier, PAN card/TAN No.

98.0 DISPUTES SETTLEMENT:

Any differences / disputes arising out of this contract will be redressed as per fora prescribed herein and are subjected to the jurisdiction of the courts of Delhi / New Delhi.

100.0 CORRUPT PRACTICES:

Firm is expected to observe the highest standards of ethics during the execution of this contract. If the firm has engaged in corrupt or fraudulent practices, in competing for or in executing the contract, IRCTC may, after giving 14 days notice, terminate the contract. In pursuit of this policy, IRCTC:

(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 IRCTC and include collusive practices among bidders (prior to or after bid submission) designed to get itself short listed for participating in the bidding process, to establish bid prices at artificial, non-competitive

levels and to deprive IRCTC of the benefits of free and open competition; Will reject a proposal for award if it determines that the tenderer being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

The successful bidder shall have to execute an agreement on judicial paper of an approximate value containing all the terms & conditions.

101.0 Events of Default:

In the event of any breach of the said terms and conditions of the Contract, IRCTC shall be entitled to forfeit the whole or the part of the security deposit besides terminating or revoking the contract and debarring the vendor from participating in future projects of IRCTC.

102.0 Discrepancies:

Should there be any difference or discrepancy between the description of items as given in the Price Schedule, Special Terms and Conditions of Contract, Detailed Scope of Work with Specification, Details as given in Annexures and Tables, General conditions of Contract and I.S. Codes etc., the following order of preference shall be observed:

- i) Price Schedule
- ii) Special Terms and Conditions of Contract
- iii) Detailed Scope of Work with Specification
- iii) Details as given in Annexures and Tables
- iv) General Conditions of Contract
- v) I.S. Codes.

103.0 Other Conditions:

- Responsibility for completeness of the offer
- Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary for the essential functioning of equipment/machine, shall be offered by the vendor and the plant/machine/equipment offered must be complete in all respects.
- The vendor should commit for after-sales service for the complete life of the equipment.
- The vendor should submit the foundation and erection details and drawings, wherever required.
- Responsibility for the vendor.
 - a) The successful vendor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions to be mutually agreed to in the contract/ purchase order.
 - b) The successful vendor shall not sublet, transfer or assign the contract/ purchase order or any part thereof without the written permission of the IRCTC except for standard parts of reputed make.

- Inspection during manufacture/before delivery

The IRCTC reserves the right to inspect the equipment/machine during any stage of manufacture and also before dispatch/delivery.

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED
(A Government of India Undertaking-Mini Ratna)

Special Conditions of the Contract

PART-A

Tender for design, supply, installation, commissioning of plant & machinery of blowing, filling and packaging line (excluding water treatment plant) at Bilaspur (Chhattisgarh).

1.0 SECURITY DEPOSIT:

- 1.1 Unless otherwise agreed between IRCTC and Vender, the Vender shall, after written notices of acceptance of the tender has been posted to the Vender, deposit with the Corporation (in the form of Demand Draft favour of “Indian Railway Catering and Tourism Corporation Limited” drawn on scheduled commercial bank payable at New Delhi) a sum equal to 5 percent of the total contract value detailed in the contract for which the tender has been accepted as a security for the due fulfillment of the contract. No interest will be payable on the Security Deposit. Security deposit shall be returned after successful completion of the work.
- 1.2 If the vendor, having been called upon by IRCTC to furnish security fails to make and to maintain a security deposit within the specified period, it shall be lawful for IRCTC-
- (a) to recover from the vendor the amount of such security deposit by deducting the amount from the bills of the vendor of the Contract or pending bills of the vendor under any other contract with IRCTC, 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 Contactor and in that event the provisions of Clause 14 (b) shall apply as far as applicable.
 - (c) the bidder is required to submit the security deposit within 15 days from the issue of the letter of award by IRCTC.
- 1.3 No claim shall lie against IRCTC in respect of interest on Security Deposit or depreciation thereof.
- 1.4 IRCTC 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 vendor in the fulfillment or performance in all respect of the contract under reference or any other contract with IRCTC or any part thereof to the satisfaction of IRCTC and IRCTC shall also be entitled to deduct from the said deposits any loss or damage which IRCTC may suffer due to any act or other default, recoverable by IRCTC from the vendor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the vendor to maintain the said security deposit at its original limit by making further deposits, provided further that IRCTC shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the vendor under this or any other contracts with IRCTC.

2.0 COMPLETION PERIOD:

The Firm shall supply, install, test and commission the plant and machinery within 8 months from the date of placement of the order.

3.0 DISPATCH:

The equipments shall be dispatched only after receipt of the detailed "dispatch instructions" from the IRCTC after inspection and acceptance. Materials will be dispatched FOR site and will be inclusive of packaging and forwarding charges, freight charges, loading charges at works, unloading charges at site (with or without help of crane) etc.

4.0 TIME AND EXTENSION FOR DELAY:

The time allowed for execution of the work shall be the essence of the tender. If the firm commits default in commencing the work as aforesaid, IRCTC shall without prejudice to any other right (s) or remedy be at liberty to exercise the Penalty clause no.5.0 and Termination clause of General Terms and Conditions of the contract.

Request for extension of time, to be eligible for consideration, shall be made by the firm in writing within seven days of the happening of the event causing delay. The firm may also, if practicable, indicate in such a request the period for which extension is desired.

In any such case, IRCTC may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the firm by IRCTC in writing. Such extension will not be ground for revision of fee. The "time" mentioned herein refers to the time given to the firm to complete the respective tasks as given in the milestone chart and excluded the time taken by IRCTC to grant or obtain approvals and conduct the tendering process.

5.0 PENALTY CLAUSE:

If the vender fails to maintain the required progress as per the stipulated time period or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to IRCTC on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below:

0.5 % per week of total contract value for delay subject to maximum 10% of the contract value

The amount of compensation may be adjusted or set off against any sum payable to the Vender under this contract with IRCTC.

6.0 Payment Terms:

Payment terms (for Plants & Equipments) shall be as follows:

- 6.1 20% of the contract value as (interest free) advance at the time of signing of contract agreement with IRCTC against submission of the Bank guarantee.

- 6.2 60% of the value of items against the receipt of the items at site.
- 6.3 10% of the contract value against the erection, commissioning and successful trial runs of the plant.
- 6.4 Balance 10% of the contract value against the performance guarantee in the form of Bank Guarantee. This can be held for period of 12 months from date of commissioning of plant.

7.0 Bonus for Completion of the Facilities before Time Schedule:

If the Vendor attains Completion of the Facilities before the Time for Completion or any extension thereof the IRCTC shall pay to the Vendor a bonus at the rate of 0.5% of the Contract Price per complete fortnight ahead of Time Schedule up to a maximum of 5% of the Contract Price subject to the condition that the IRCTC is able to operate the Facilities gainfully on regular basis.

8.0 Performance Guarantee and Warranty:

- 8.1 The vendor shall warrant and guarantee that the material /workmanship, fabrication and construction of equipments and supplies will be of high quality, conforming to latest relevant Indian standards.
- 8.2 The vendor should be willing to furnish performance Bank Guarantee for 10% of the total value of the contract Purchase order which will be valid for the warranty period. Warranty period shall be minimum 12 months from the date of commissioning or 18 months from the date of F.O.R. site supply whichever is earlier,
- 8.3 Any defect/problems encountered during the warranty period should be repaired/ rectified by the vendor, free of cost.
- 8.4 Performance acceptance tests for final acceptance of the equipment/ machine parts are to be clearly spelt out in the offer by the vendor.

PART-B

Operation & maintenance of complete Packaged Drinking Water Bottling Plant (Rail Neer) at Bilaspur (Chhattisgarh).

9.0 Security Deposit:

- 9.1 Unless otherwise agreed between the IRCTC and Contractor, the Contractor shall, after commissioning of plant and machinery as per scope of work awarded 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 any scheduled commercial bank payable at New Delhi a sum equal to 5 percent of the annual contract value as detailed in the contract for which the tender has been accepted as a security for the due fulfillment of the contract. No interest will be payable on the Security Deposit. Security deposit shall be retained for the contract period of five years and shall be returned after successful completion of the contract.
- 9.2 If the Contractor, having been called upon by the IRCTC to furnish security fails to make and to maintain a security deposit within the specified period, it shall be lawful for the IRCTC :
- (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 IRCTC, or
 - (b) to cancel the contract or any part thereof and to purchase or authorize the purchase of the stores/work at the risk and cost of the Contractor.
- 9.3 No claim shall lie against the IRCTC in respect of interest on Security Deposit or depreciation thereof.
- 9.4 The IRCTC 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 IRCTC or any part thereof to the satisfaction of the IRCTC and the IRCTC shall also be entitled to deduct from the said deposits any loss or damage which the IRCTC may suffer due to any act or other default, recoverable by the IRCTC 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 IRCTC shall be entitled to recover any such claim from any sum then due or which at which time thereafter may become due to the Contractor under this or any other contracts with the IRCTC.

10.0 Production Capacity:

- 10.1 Vendor shall ensure that production of 72000 bottles day in 22 hrs working in three shifts with characteristics as designed is produced during the contract period.

Rejections will be calculated as an average over one calendar month period.

If for any reasons attributable to contractor the Plant working goes below 327 days, the payment will be deducted at the rate Rs. 35,000/- (Rs. Thirty Five Thousand only) per day. For any reasons beyond the control of the contractor, the plant working below 327 days with prior permission from the IRCTC in writing is allowed.

The deductions on above account will be subject to a cumulative maximum of 7.5% of the annual O & M contract value.

11.0 Performance Guarantee:

- a) The vendor shall ensure the performance of plant and machineries to achieve target production of 6000 cartons per day in 22 hrs operation for 327 days in a year.
- b) In order to ensure performance of the PDW manufactured, contractor shall have to submit performance guarantee in form of BG bond for a value of 5% of the total annual contract value.
- c) IRCTC reserves the right to penalize the vendor in case he fails to deliver according to the target performance. In such a case, the penalty will be imposed as under:

SN.	Shortfall in Production (in Cartons per month)	Penalty imposed against short fall
1	Less than 6000 cartons per day	Rs.0.82 x shortfall (in cartons) x 12 (bottles)

- d) The penalty against short production shall be imposed keeping in view the entire months production and not on daily short falls.
- e) The penalty imposed against rejection of raw materials shall be calculated as under:

SI No	% of Rejection	Penalty imposed against excess rejection
1	More than 1.5%	Actual rejected quantity x Actual cost of the raw material

- f) The deductions shall be made from the bills of the vendor without any upper limit.
- g) In case of outstanding performance in manufacturing of Rail Neer by the vendor, then payment for excess production above the target shall be paid to the vendor:

SI No	Excess Production (in Cartons per month)	Payment for excess production(Rs)
1	More than 6000 cartons per day	50% over and above per bottle rate for third shift.

12.0 Commercial Terms:

The payment terms for the Operation and Maintenance Services contract of the Packaged Drinking Water Bottling Plant for a period of 5 years will be as under:

- 12.1 Advance (interest free) of two months of O&M cost will be paid against submission of the bank guarantee at the time of commencement of O&M services which will be adjusted against bills of last two months of contract period of 5 years.
- 12.2 Monthly billing will be done by contractor and payment will be released within 10 days from the date of submission of the bill.

12.3 Payment for O&M of first few months from date of commencement will be done according to number of shifts worked as under;

General shift - 40% of average per day rate

Two shifts - 70% of average per day rate

12.4 After plant achieves full capacity utilization, in case of working of one shift/ two shifts due to less demand/reasons not attributable to contractor, the minimum guaranteed payment of two shifts will be made. For this 15 days advance intimation will be given to contractor.

12.5 Monthly billing will be done by vendor and payment will be released within 10 days from the date of submission of the bill.

12.6 In case of working of one shift/ two shifts due to less demand/reasons not attributable to vendor, the minimum guaranteed payment of two shifts will be made. For this 15 days advance intimation will be given to vendor.

12.7 Vendor will submit monthly bills dully supported with necessary check list, log sheets etc. along with the proof of deposit of ESI, PF and Service Tax (if applicable) etc. Plant will make payment to the vendor within 15 days after receipt of the bills and after making applicable statutory deduction.

12.8 If the check list, log sheets and instructions of the plant do not shows proper compliance of works to be done by the vendor as per schedule; the plant will make suitable deduction from the vendor's bills. If the vendor fails to maintain the operation and maintenance of services as per contract, in such event the plant will deduct actual cost incurred on this work plus 5% extra for departmental service charges.

12.9 In case of short deployment of manpower as given in the contract, plant will make suitable deduction from the bills on the basis of minimum wages as applicable.

12.10 The vendor shall be responsible for proper maintenance of decorum, punctuality, discipline and work out put. The personnel so deployed should be in a proper neat & clean well-dressed uniform. Providing of uniform etc to deployed staff shall be the responsibility of the vendor. If the staffs are not present in uniform, a penalty @ Rs 10/per day/per person will be levied and deducted from the bill. The choice of colour of the uniform will be decided by the vendor.

12.11 Rate quoted for O&M services in price schedule is for first year of the contract and thereafter rate shall be increased by 5% annually on previous year rate except in extension period.

13.0 Penalty:

The objective of penalty is solely to maintain discipline of the contract in respect of job mobilization and the facilities those have to be provided by the vendor according to the contract. The penalty will be treated as a performance indicator for future requirements.

13.1 Penalty against failure to deploy the persons:

Vendor is supposed to provide full set of men power as brought out in clause 6.0 of "Scope of

work”. All efforts should be made to provide substitute as and when there is failure to deploy the persons as per the contract. However in case of failure, penalty shall be as under-

In case of manager/Engineer/Supervisor: For continuous absence for more than three days will attract penalty of Rs 1000 per day subject to maximum of Rs 20000 per month.

For other category of staff, absence will attract penalty of Rs 500 per day or per shift.

13.2 Penalty for Delay in maintenance work related to “Quality, Hygiene, Safety, Ambience and other issues not directly linked with production”:

Failure to complete the repair and replacement work related to plant maintenance affecting Quality, Hygiene, Safety, Ambience and other non production issues, a maximum period of 7 days is allowed to the vendor to carry out such repairs. If the Vendor fails to complete the minor repairs and replacement within 7 days, IRCTC will charge penalty @ Rs. 1000/- per day from the 8th day till completing minor repairs/replacement. If the major repairs/replacement cannot be completed within 7 days due to unforeseen reasons/causes, extension of time limit may be granted by the Plant Manager in writing after reviewing the nature of problem. The decision of Plant Manager in this regard shall be final and binding.

13.3 Penalty for poor Quality:

Normally there shall be no case of poor quality either on account of product quality or packaging quality. Quality is of paramount importance for preserving the brand name of Rail Neer. In case quality deteriorates to an extent that it starts having negative effect of brand name, then contract can be terminated with three months notice. However, in case of isolated cases of quality complaints, following penalty shall be imposed:

- (i) In case of proven quality complaint of Packaged Drinking Water a penalty of Rs. 10,000/- shall be imposed (bottle water will be reanalyzed at third party BIS approved lab).
- (ii) In case of proven failure of packaging quality (related to bottle blowing, capping and labeling) for more than three times in a quarter, a penalty of Rs. 5,000/- on each case shall be imposed”.

However, the payment of penalty shall not in any way relieve the Vendor from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Vendor under the Contract.

14.0 Production loss due to failure of power supply:

Production loss on failure of power supply beyond vendor control shall be as under-

Production loss due to change over of supply from grid to DG set - 15 min

Production loss due to change over of supply from DG set to grid - 10 min

Production loss due to power switching - 11 min

Target production for vendor shall be revised accordingly due to production loss on above account and vendor shall not be responsible for less production on above account. Vendor produce target production per day in 22 hrs. Energy cost to run plant and machinery in excess than scheduled hrs shall be on vendor account.

15.0 Rejection of perform due to grid power failure/switching:

Rejection of preform in the blowing machine during power switching shall be equal to the number of preform in the heating zone of each blowing machine. This rejection shall not be on vendor account.

TECHNICAL CRITERIA

Tender for design, supply, installation, commissioning of plant & machinery of blowing, filling and packaging line (excluding water treatment plant) and operation & maintenance of complete Packaged Drinking Water Bottling Plant (Rail Neer) at Bilaspur (Chhattisgarh).

S.No.	Particulars	Details	Page Nos.
1.	Name and full address of the bidder with telephone and Fax number (s) and contact person.	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.	Details of earnest money deposit (EMD) Rs. 2,00,000/- through Demand Draft/ Bankers Cheque, in favour of Indian Railway Catering and Tourism Corporation Ltd., payable at New Delhi.		
3.	Status of the bidder:- Company/Partnership firm/ Individual Please specify.		
4.	In case of Company please enclose a certified Memorandum and Articles of Association along with certificates of incorporation and commencement of business etc and list of present Directors with addresses. (*)		
5.	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 favour of any person (s) by any partner/partners to act on behalf of the Partners/Firm.		
6.	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.		
7	Details of supply, installation and commissioning of fully automatic PET bottle		

	blowing/ Filling and Labeling machines of capacity not less than 60 BPM (at least one work) or at least one RO based packaged drinking water treatment plant of minimum capacity of 5000 litre per hour during last three financial years.		
8.	Details of RO based fully automatic packaged drinking water bottling plant/ fully automatic Natural Mineral Water bottling plant/ Fully automatic Carbonated Soft Drink (CSD) bottling plant or fruit beverage packaging plant of minimum capacity of 3600 litre per hour during last three Financial Years. (* *)		
9	Annual turnover (Rs. In lakh)		
		2010-11 FY	
		2011-12 FY	
		2012-13 FY	
	Enclose Balance sheet and Profit and Loss A/c of the last three completed financial year, 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 (* * *). For the year 2012-13, provisional figures may be given which will be supported by above documents as soon as made ready.		
10.	Details of solvency certificate issued from a scheduled commercial bank for a minimum value of Rs. 360 lakh dated not earlier than 6 months from last date of submission of tender.		
11.	Sales Tax registration No. if any (Enclose copy of the same)		
12.	Excise Registration No, if any. (Enclose copy of the same)		
13.	Service Tax Registration No. (Enclose copy of the same) if any		
14.	Copy of Permanent Account Number (PAN) allotted by Income Tax Dept.		
15.	Certificate of the Proprietor / Partner / Director that the firm has not been banned/ blacklisted by any other Railways or Ministry of Railways.		

16.	Details of machinery/equipment quoted in price schedule as per technical sheet given below-		
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- * Applicants who are a Company incorporated under the Companies Act, 1956 should submit a copy of auditors 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 will be considered while evaluating Technical qualification of the firm.
- *** Applicants who are Firms/ Individuals/Others, whose annual turn over is exceeding Rs.40 lakhs 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 – Part B”, will be opened only after short listing the bidders on the basis of “Part – A”.
3. IRCTC reserves the right to cancel the 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 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 tender or if the documents / information submitted by me /us are found to be forged / false, IRCTC will have the right to summarily reject the bid, cancel the tender or revoke the same at any time and forfeit the security deposit without assigning any reason whatsoever. This will be in addition to any other action that purchaser may deem fit in facts and circumstances of the case.

Date:
(Signature of the Applicant)

Name.....

SEAL Address:.....

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Technical Data Sheets

PROJECT	PACKAGED DRINKING WATER	SERVICE	: Drinking Water
CUSTOMER	IRCTC, Bilaspur	DUTY	:
		ITEM	: Bottle Blowing Machine
UNIT NO.	One	VENDOR	
No. REQUIRED		MAKE / TYPE / SIZE	:
1	Bottle Blowing Machine		
1.1	Make		
1.2	Overall dimensions : L×W×L (mtr)		
1.3	Dimensions with preform feeder L×W×L (mtr)		
1.4	Number of heating modules		
1.5	Number of heating zones per module		
1.6	Installed Electrical Power (kW) for 415V AC 50Hz ± 5% (Estimated consumption 55-60%)		
1.7	PC Industrial Processor		
1.8	PC Screen		
1.9	Mechanical Efficiency		
1.10	Mold changeover time (in minutes for 2 technicians)		
1.11	Maintenance time during machine shutdown (hours/year) with 2 technicians, for 5,000 hours of operation		
1.12	High pressure air (40b in cfm)		
1.13	Low pressure air (8b in cfm) with air recovery (1 ltr. Bottle)		
1.14	Water flow for over shields		
		TECHNICAL DATA SHEET	
		BOTTLE BLOWING MACHINE	

PROJECT	PACKAGED DRINKING WATER	SERVICE : Drinking Water
CUSTOMER	IRCTC, Bilaspur	DUTY :
		ITEM : Rinsing, Filling & Capping Machine
UNIT NO.		VENDOR
No. REQUIRED		MAKE / TYPE / SIZE :
2	Rinsing, Filling & Capping Machine	
2.1	Make	
2.2	Model	
2.3	Overall dimensions : L×W×L (mtr)	
2.4	Dimensions with Cap feeder L×W×L (mtr)	
2.5	Number of Rinsing Head	
2.6	Number of Filling Head	
2.7	Number of Capping Head	
2.8	Mechanical Efficiency	
2.9	Installed Electrical Power (kW) for 415V AC 50Hz ± 5%	
2.10	Air Requirement CFM	
2.11	Tank Capacity	
2.12	Weight	
2.13	Capacity bpm	
2.13	Display Parameters	
	TECHNICAL DATA SHEET RINSING, FILLING & CAPPING MACHINE	

PROJECT	PACKAGED DRINKING WATER	SERVICE : Drinking Water
CUSTOMER	IRCTC, Bilaspur	DUTY :
UNIT NO.	One	ITEM : Inkjet Coding Machine
No. REQUIRED		VENDOR
3	Inkjet Coding Machine	
3.1	Make	
3.2	Model	
3.3	Dimensions	
3.4	Printhead	
3.5	Lines of print supported	
3.6	Character height range	
3.7	Maximum number of character per second	
3.8	Connections/interfacing	
3.9	Base and enclosure	
3.10	Operating temperature range	
3.11	Power supply	
3.12	Power rating	
3.13	Weight	
		TECHNICAL DATA SHEET
		INKJET CODING MACHINE

PROJECT PACKAGED DRINKING WATER		SERVICE : Drinking Water
CUSTOMER IRCTC, Bilaspur		DUTY :
UNIT NO. One		ITEM : Automatic Labeling Machine
No. REQUIRED		VENDOR
		MAKE / TYPE / SIZE :
4	Auto Labeling Machine	
4.1	Make	
4.2	Model	
4.3	Label dimensions	
4.4	Container Dimensions	
4.5	Capacity bpm	
4.6	Conveyor height	
4.7	Conveyor length	
4.8	Dimensions L×W×L (mtr)	
4.9	Electrical requirement	
4.10	Air Requirement CFM	
4.11	Weight	
4.12	Main drive system	
4.13	Frequency drive	
4.14	Production counter	
4.15	Speed Indicator	
4.17	Alarm and PLC	
4.18	MOC of main panel	
4.19	PLC	
4.20	Touch screen	
		TECHNICAL DATA SHEET
		AUTO LABELING MACHINE

PROJECT PACKAGED DRINKING WATER		SERVICE : Drinking Water
CUSTOMER IRCTC, Bilaspur		DUTY :
UNIT NO. One		ITEM : Shrink Packaging Machine
No. REQUIRED		VENDOR
		MAKE / TYPE / SIZE :
27	Shrink Packaging Machine	
5.1	Make	
5.2	Model	
5.3	Dimensions : L×W×L (mtr)	
5.4	Width of sealing bar	
5.5	Height (Jaw opening)	
5.6	Maximum film width	
5.7	Film thickness	
5.8	In-feed conveyor length	
5.9	Air Requirement	
5.10	Power requirement	
	Shrink Tunnel	
5.12	Make	
5.13	Model	
5.14	Width of Tunnel opening	
5.15	Height of tunnel opening	
5.16	Length of tunnel chamber	
5.17	No. blower motors	
5.18	Rating of blower motor	
5.19	No. of heater	
5.20	Power requirement	
5.21	Weight	
		TECHNICAL DATA SHEET
		SHRINK PACKAGING MACHINE

PROJECT PACKAGED DRINKING WATER		SERVICE : Drinking Water
CUSTOMER IRCTC, Bilaspur		DUTY :
UNIT NO. Two		ITEM : Air Compressor – Low pressure
No. REQUIRED		VENDOR
		MAKE / TYPE / SIZE :
6	Air Compressor – Low pressure	
6.1	Make	
6.2	Model	
6.3	Cylinder Dia. - 1st Stage	
6.4	Stroke	
6.5	Compressor Speed	
6.6	Inlet Pressure	
6.7	Inlet Temperature	
6.8	Discharge pressure	
6.9	Capacity	
6.10	Compressor Shaft Power	
6.11	BHP	
	Dryer	
6.12	Make	
6.13	Model	
6.14	Capacity	
6.15	Power requirement	
6.16	Dimensions	
TECHNICAL DATA SHEET		
AIR COMPRESSOR – LOW PRESSURE		

PROJECT PACKAGED DRINKING WATER		SERVICE : Drinking Water
CUSTOMER IRCTC, Bilaspur		DUTY :
UNIT NO. Two		ITEM : Air Compressor – High pressure
No. REQUIRED		VENDOR
		MAKE / TYPE / SIZE :
7	Air Compressor – High pressure	
7.1	Make	
7.2	Model	
7.3	Cylinder Dia. - 1st Stage	
7.4	Stroke	
7.5	Compressor Speed	
7.6	Inlet Pressure	
7.7	Inlet Temperature	
7.8	Discharge pressure	
7.9	Capacity	
7.10	Compressor Shaft Power	
7.11	BHP	
	Dryer	
7.12	Make	
7.13	Model	
7.14	Capacity	
7.15	Power requirement	
7.16	Dimensions	
TECHNICAL DATA SHEET		
AIR COMPRESSOR – HIGH PRESSURE		

PROJECT	PACKAGED DRINKING WATER	SERVICE : Drinking Water
CUSTOMER	IRCTC, Bilaspur	DUTY :
		ITEM : Chiller
UNIT NO.	Two	VENDOR
No. REQUIRED		MAKE / TYPE / SIZE :
8	Chiller	
8.1	Make	
8.2	Model	
8.3	Dimensions L×W×L (mtr)	
8.4	Cooling Capacity	
8.5	Chilled Water Outlet Temp.	
8.6	Chilled Water Inlet Temp.	
8.7	Chilled Water flow rate	
8.8	Cooling Water Return Temp.	
8.9	Cooling Water Flow Rate	
8.10	Refrigerant	
8.11	Compressor – Type/make	
8.12	Condenser – Type/make	
8.13	Evaporator – Type/make	
8.14	Primary Pump – Make/flow/pressure	
8.15	Secondary Pump – Make/flow/pressure	
8.16	Tank – Make/Capacity	
8.17	Power requirement	
	TECHNICAL DATA SHEET	
	CHILLER	

PROJECT PACKAGED DRINKING WATER		SERVICE : Drinking Water
CUSTOMER IRCTC, Bilaspur		DUTY :
UNIT No. One		ITEM : Cooling Tower
No. REQUIRED		VENDOR
		MAKE / TYPE / SIZE :
9	Cooling Tower	
9.1	Make	
9.2	Model	
9.3	Dimensions W×H×L (mtr)	
9.4	Water flow rate	
9.5	Hot water temperature	
9.6	Cold water temperature	
9.7	Wet bulb temperature	
9.8	Weight	
9.9	Fan	
9.10	Motor	
9.11	Power requirement	
TECHNICAL DATA SHEET		
COOLING TOWER		

PROJECT PACKAGED DRINKING WATER		SERVICE : Drinking Water
CUSTOMER IRCTC, Bilaspur		DUTY :
UNIT NO.		ITEM : Air Conveyor
No. REQUIRED		VENDOR
10		MAKE / TYPE / SIZE :
	Air Conveyor	
10.1	Make	
10.2	Model	
10.3	Dimensions	
10.4	Capacity	
10.5	Neck Guide	
10.6	Power Load 3 phase KW	
10.7	Blower	
10.8	Compressed Air	
10.9	All bottle guides	
10.10	MOC	
10.10	Main body structure below machine	
10.11	PLC & Touch Screens	
10.12	Motor Drives	
10.13	Connectors	
10.14	Weight	
10.15	Power requirement	
		TECHNICAL DATA SHEET
		AIR CONVEYOR

PROJECT PACKAGED DRINKING WATER		SERVICE : Drinking Water
CUSTOMER IRCTC, Bilaspur		DUTY :
		ITEM : Water circulation pump for cooling tower
UNIT NO.		VENDOR
No. REQUIRED Working 1+Standby 1		MAKE / TYPE / SIZE : Centrifugal
7.0	UF Permeate Transfer Pump	
7.1	Make	
7.2	Model type	
7.3	Numbers	
	a) Furnished	
	b) Operating	
7.4	Rated capacity	m ³ /hr
7.5	Suction condition	
7.6	Submerge/NPSH required	bar
7.7	Total head at rated capacity	bar
7.8	Shut-off head	bar
7.9	Pump efficiency at rated capacity %	
7.10	Pump input power at 50 deg.C ambient at specified rated capacity	KW
7.11	Power required at pump Shut-off	KW
7.12	Power input to drive motor At rated condition(guaranteed)	KW
7.13	Pump speed	rpm
TECHNICAL DATA SHEET WATER CIRCULATION PUMP FOR COOLING TOWER		

PROJECT PACKAGED DRINKING WATER		SERVICE : Drinking Water
CUSTOMER IRCTC, Bilaspur		DUTY :
		ITEM : Mechanical Conveyor
UNIT NO.		VENDOR
No. REQUIRED		MAKE / TYPE / SIZE :
11	Mechanical Conveyor	
11.1	Make	
11.2	Model	
11.3	Dimensions	
11.4	Capacity	
11.5	Neck Guide	
11.6	Power Load 3 phase KW	
11.7	Gear box & motor	
11.8	Chain	
11.9	All bottle guides	
11.10	Legs	
11.10	MOC	
11.11	Main body structure below machine	
11.12	PLC & Touch Screens	
11.13	Motor Drives	
11.14	Connectors	
11.15	Weight	
11.16	Power requirement	
		TECHNICAL DATA SHEET
		MECHANICAL CONVEYOR

PROJECT PACKAGED DRINKING WATER			SERVICE : Drinking Water	
CUSTOMER IRCTC, Bilaspur			DUTY :	
UNIT NO.			ITEM : Bottling Machines	
VENDOR				
Sl. No.	Name of Machine	No.	Capacity	Make
1	Bottle Blowing Machine	1		
2	Rinsing, Filling & Capping Machine	1		
3	Inkjet Coding Machine	1		
4	Auto Labeling Machine	1		
5	Shrink Packaging Machine	1		
6	Air Compressor- Low pressure	1		
7	Air Compressor- High pressure	1		
8	Chiller	1		
9	Cooling Tower	1		
10	Water circulation pump for Cooling Tower	2		
11	Air Conveyor	1 lot		
12	Mechanical Conveyor	1 lot		
TECHNICAL DATA SHEET				

List of Lab Instruments & Equipments

(A) Lab Instruments:

S.No.	Items	Quantity (No.)
1	Centrifuge	1
2	Spectrophotometer	1
3	Hot Air Oven	1
4	Water/ Steam Bath	1
5	Turbidity Meter	1
6	TDS Meter Single (Range) Meter	1
7	Conductivity Meter	1
8	pH Meter Digital Model	1
9	Weighing Balance	1
10	Hot Plate	1
11	Heating Mantle	1
12	Muffle Furnace	1
13	Distilled Water Still-Cap 2l/ hr	1
14	Vacuum Pump	1
15	Flame Photometer	1
16	Fume Hood (Chamber)	1
17	Laminar Air Blower	1
18	UV-Cabinet (Dual)	1
19	Laboratory Slender	1
20	Microscope Binocular Research	1
21	Colony Counter	1
22	Bacteriological Incubator	2
23	Bod Incubator	1
24	Auto Clave	1
25	Culture Jar Anaerobic	1
26	Bunsen Burner	1
27	Single Pan Balance	1

(B) Glassware & Apparatus:

S.No	Items	Quantity
1	Nessler Cylinder - 50 ml & 100 ml	1 Pair (each)
2	WM Glass Bottles	3 Nos
3	Sample Tubes 5 & 10 ml	6 Nos (each)
4	Fittter Gooch Crucible	2 Nos
5	Millipore Type Filtration Assembly	1 set
6	Dessicator	1 No
7	Kiedheal Distillation Assembly	1set
8	Nitrate Reduction Column	1set
9	Ion Exchange Column	1No
10	Distillation Assembly	1 set
11	Claissel Distillation Apparatus	1 set
12	Soxhlet Fat Eyt. Apparatus	1 set
13	Beaker Griffin with Spout 100 ml 200 ml 500 ml 1000 ml	3 Nos 3 Nos 2 Nos 1 No
14	Cylinder Measuring with Spout 50 ml 100 ml 200 ml 500 ml	2 Nos 2 Nos 1 No 1 No
15	Burette 50m x 1/10th with Rota Flow Stopcock	2 Nos
16	Pipettes Volumetric a. Mark Bulb Type Capacity - 5,10, 25 ml b. Mark Carduelted Capacity - 1 ml x 2 ml x 1/100, 5 ml x 1/20, 10 ml x 1/10	2 Nos (each) 2 Nos (each)
17	Petridesh - 4" dia x box make	12 Pr
18	Conical Flusk BG - 100 ml	6 Nos
19	Conical Flusk BG - 250 ml	12 Nos
20	Quartz (Transparent) Silica Dishes	2 Nos
21	A. Filtration Assembly Set-up i. Porcelain Goods Crucible ii. Rubber Adapter for above iii. Glass Adapter - 30 ml iv. Filtering Flask-500 ml v. Filter Pump Glass for Sucking B. Filtering Flask 11 Cap i. Buchner Funnel Porcelain ii. 150mm dia with rubber adapter	2 Nos 2 Nos 2 Nos 1No 1No 1No 1No

22	Volumetric Flask Stopped Borosil Glass Capacity - 50, 100, 250 ml	2 Nos (each)
23	Test Tubes 18 x 150 with rim boling Durtion 7/ 8 x 50 Rimless Fusion 5/ 6 x 30 Rimless Dropper 8" long Neutral Glass	100 100 100 12
24	Buchner Funnel Porcelain 6" dia with rubber adapter Porcelain basin 100 mm dia Porcelain goods curcible Glass Adapter - 30 ml with disk.	1 No 1 No 2 Nos
25	Thermometers Chemicals - 10/ 110 degree Celcius x 1 degree Celcius - 10/ 110 degree Celcius x 1/2 degree Celcius - 0 x 250 degree Celcius x 1 degree Celcius	2 Nos 2 Nos 2 Nos
26	Hydrameter Light Liquids Hydrameter Heavy Liquids	1 1
27	Mortar & Pestle Porcelain 6" dia	1 No
28	Septs. Funnel 250 ml Pear shape stoppered	1 No
29	Glass Wool for instruction/ packs	1/2 KG
30	Tarred distillation Flask	1 No
31	Gas Strippin Apparatus Capacity - 1	1 No
32	Funnel Filtering - 3" dia BG	2 Nos
33	Sample Tubes FB 5 ml	6 Nos
34	Sample Tubes FB 10 ml	6 Nos

(C) Polythene Ware/ Metal Ware & Misc. Lab Equipment:

S.No.	Items	Quantity
1	Polytheneware i. PP Pipette Stand Horizontal ii. PP Test tube Stand for 6 iii. Wash Bottle Press Type - 500 ml iv. Dropping Bottle PP - 60 ml	1 No 1 No 1 No 1 No
2	Rubberware i. LPG Tubing ISI Mark ii. Condenser Tubing Soft 5/ 16" x 5/ 64 iii. Pressure (Vacuum Tubing 3/ 6" x 3/ 26") iv. Hand Gloves Thick Rubber - 16" v. Rubber Apron	10 mtrs 20 mtrs 5 Meb 6 Pr. 2 Nos
3	Metalware i. Retert Stand - 9" x 6" x 30" ii Retert Stand - 12" x 7" x 36" iii. Condensor Clamp with Bosshead iv. Universal Clamp with Bosshead v. Retort Ring 4" dia with Fixed Bosshead vi. Double Burette Clamp Fixed Bosshead vii. Tripeol Stand 8" x 5" viii. Bursen Burner with Stopcock ix. Wire Gauge with centre Abstos x. Lab, Jack Box Type xi. Pipette Box SS 10" x 2 1/2" xii. Perti Dish Box SS for 12 Dishes	3 Nos 1 No 3 Set 3 Set 1 No 1 No 1 No 3 Nos 1 No 1 No 1 No 1 No
4	Sundry/ Misc. Items i. HV Crease - 50 gms ii. Platinum Wire (100 P in Tube) iii. Teflar Tape 25 mm (5 mtrs) iv. Anti-Pollution Mask v. Trays Rectangular 20" x 10" x 2" SS	2 x 50 1 No 1 No 1 No 2 Nos
5	Filter Paper i. Whatman No 1 x 11 cms (100 Circle) ii. Whatman No 40 x 11 cms (100 Circle) iii. Whatman No 42 x 11 cms (100 Circle) iv. Membrane - 47 mm x 0.45 mm Filter Paper packets of 100 circles v. Extension Thimble 30 x 80 (25 Thimble) Whatman	1 Box 1 Box 1 Box 1 Box 1 Box

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the integrity pact) is made on ----- day of month of -----2013, between, on one hand, the Indian Railway Catering & Tourism Corporation Limited (IRCTC) acting through Shri Siya Ram, Group General Manager-Rail Neer Projects, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s ----- represented by Shri ----- -- Designation: ----- (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposed to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/government undertaking / partnership / sole proprietorship / consortium, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry / Department of the Government of India/PSU performing its function on behalf of the President of India.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third Party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.



1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(S) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealing related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

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

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

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

3.3 * The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

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

3.5 *The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of



the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

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

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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

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

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

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

5. Bid Security / Performance Guarantee



5.1 While submitting bid, the BIDDER shall deposit bid security as per provision TENDER DOCUMENT.

5.2 In case of the successful BIDDER, the successful BIDDER shall deposit a performance guarantee as per the provisions of the TENDER DOCUMENT

5.3 No interest shall be payable by the BUYER to the BIDDER on Bid Security/Performance Guarantee for the period of its currency.

6. Sanctions for Violations

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to BIDDER. However, the proceedings with the other BIDDER (s) would continue.
- (ii) The Bid Security (in pre-contract stage) and/or Performance Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.



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

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor(s) appointed for the purposes of this Pact.

7. ~~Full Clause:~~ Deleted

8. Independent Monitors.

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

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

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

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

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

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

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



8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The parties hereby sign this Integrity Pact at -----on -----

BUYER Siyaram
Name of the Officer SIYARAM
Designation: GGM/RNP
Deptt./MINISTRY/PSU

BIDDER
Name of Officer:
Designation:
Company Name:

Witness Sharma
1. KAMAL MOHAN
JGM/RNP
2. Sunil SUNIL GUPTA
MANAGER/RNP

Witness
1. _____
2. _____

* Provisions of these clauses would need to be amended /deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.



ANNEXURE – IV
OFFER FORM – TECHNICAL BID (PACKET A)

To,

GGM/Rail Neer Projects
Indian Railway Catering and Tourism Corporation Limited,
12th Floor, “A” Wing, Statesman House,
B-148, Barakhamba Road,
Connaught Place,
New Delhi-110001

Ref: TENDER NO. 2013/IRCTC/RNP/BSP/P&M/2013 dt. 26.08.2013

Sir,

1. I/We hereby offer our bid for design, supply, installation, commissioning of plant and machinery (excluding water treatment plant) and operation & maintenance of Packaged Drinking Water Bottling Plant (Rail Neer) at Bilaspur (Chhattisgarh) as per the technical specification and terms and conditions etc as mentioned in the tender document at the rates as indicated in the Tender Schedule enclosed.
2. I/We hereby enclose Demand Draft in favour of Indian Railway Catering and Tourism Corporation Limited bearing No.....drawn on.dated..... for Rsas Earnest Money Deposit.
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 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 4 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 Bottle Blowing Machine will be manufactured at our following works:
.....
.....

Yours faithfully,

**(Signature of Tenderer
or Authorized Representative).**

For and on behalf of M/s

.....

.....

SEAL

OFFER FORM – FINANCIAL BID PACKET- B

To,

**GGM/Rail Neer Projects
Indian Railway Catering and Tourism Corporation Limited,
12th Floor, “A” Wing, Statesman House,
B-148, Barakhamba Road,
Connaught Place,
New Delhi-110001**

Ref: TENDER NO. 2013/IRCTC/RNP/BSP/P&M/2013 dt. 26.08.2013

Sir,

1. I/We hereby offer our rates for design, supply, installation, commissioning of plant and machinery (excluding water treatment plant) and operation & maintenance of Packaged Drinking Water Bottling Plant (Rail Neer) at Bilaspur (Chhattisgarh) as per the technical specification and terms and conditions etc as mentioned in the tender document at the rates as indicated in the Tender Schedule enclosed.
2. I/We have enclosed Demand Draft in favour of Indian Railway Catering and Tourism Corporation Ltd bearing No.....drawn ondated..... for Rsas Earnest Money Deposit along with our Technical bid – Part A.
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 tender, not withstanding that a formal contract may be signed at a later date.

Yours faithfully,

(Signature of Tenderer or Authorized Representative).

For and on behalf of M/s

.....

.....

.....

SEAL

PRICE SCHEDULE
TENDER NO. 2013/IRCTC/RNP/BSP/P&M dt 26.08.13

PART-A Cost of Plant and Machinery

Sl. No	Details of work	Qty	Unit	Rate (Rs.)	Amount (Rs.)
1	Supply of PET bottle blowing machine of 4000 BPH capacity with hopper, preform loader and one set of mould of 1000 ml bottle etc as per technical specification.	01	No.		
2	Supply of low pressure (8-10 bar) air compressor of 100 CFM complete with air drier, receiver control panel and filter. Matching capacity of air requirement of blowing machine.	01	No.		
3	Supply of high pressure (38-40 bar) air compressor of 165 CFM complete with air drier, receiver control panel and filter. Matching capacity of air requirement of blowing machine.	01	No		
4	Supply of water chiller Matching capacity of chilled water requirement of blowing machine and compressors.	01	No		
5	Supply of cooling Tower with circulation pump set, valves and headers.	01	No.		
6	Supply of interconnecting SS pipe lines (air and water) for blowing machine, air compressor, chiller and cooling tower filling and packaging line.	01	Lot		
7	Supply of air conveyer between blowing machine and RFC machine with stand, air filters and blowers. As per scope of work and specification complete in all respect.	01	Set		
8	Supply of a 75 BPM Automatic Rinsing, Filling and Capping Machine with in and out conveyer.	01	No.		
9	Supply of mechanical conveyer from RFC machine to labeling and thereafter up to packing end with variable frequency drive system and bottle inspection light screen, transfer table etc. As per scope of work and specification complete in all respect.	01	Set		

10	Supply of production line Ink Jet Printer for coding of Batch number, date, time, MRP etc. in continuous manufacturing line of packaged drinking water bottle. Printer may print up to 3 lines.	01	No.		
11	Supply of 75 BPM Automatic Wrap around Labeling Machine with in and out conveyer.	01	No.		
12	Supply of Automatic Shrink Wrapper of with Shrink Tunnel in Stainless Steel SS-304 Construction- With auto collator and Low friction conveyer and Lane Divider. Capacity 8 cartons per minute.	01	No.		
13	MCC panel having suitable nos. of feeder (20 % additional for future use) along with MCCB complete with neutral & accessories as incomer with O/L, E/F, S/C protections, cable, cable tray and supports for entire plant and machinery including water treatment plant as per detail scope of work given in the tender.	01	No.		
14	Laboratory instruments and equipments as per specifications to meet the requirements of BIS for in house testing and analysis.	01	Set		
15	Packing, Forwarding	01	Job		
16	Other charges (Freight including insurance, octroi, loading/unloading etc. at works and site.)				
17	Excise duty including Edu. Cess				
18	CST against C-form or VAT				
19	Sub Total				
20	Erection, commissioning and trial run of plant including installation of MCC Panel, cable tray, cable laying with necessary support.	1	Job		
21	Service Tax				
	Sub Total				
	Grand Total				

PART-(B) Cost of O&M of entire Plant for first year:

S. No.	Particulars		Monthly Rate (Rs.)	Monthly Amount (Rs.)
1	Lump sum monthly charges for Operation and Maintenance of the Plant as per specifications and scope of work given in this tender document.	I Shift		
		II Shift		

2	Lump sum monthly charges for Operation and Maintenance of the Plant as per specifications and scope of work given in this tender document.	III Shift		
3	Service Tax			

Note:

1. For price evaluation of offers, total amount as quoted above will be considered. Please fill all the column, if not applicable, may be mentioned Nil, failing which the same shall be considered inclusive in the total cost.
2. Form C will be provided by IRCTC. Proper Excise/VAT invoice should be raised so that CENVAT/ITC can be taken by IRCTC.
3. Lump sum prices for O&M services shall be inclusive of all duties, taxes except service tax.
4. Rate quoted for O&M services is for first year of contract and thereafter rate shall be increased by 5% annually on previous year rate except in extension period.
5. Civil Foundation work for erection of the Machine will be arranged by IRCTC.
6. Layout plan of the area where machine has to be installed is given at Annexure-VIII.
7. Earth electrodes will be provided by IRCTC.
8. Crane for unloading of materials and placing the blowing Machine on the foundation will be arranged by vendor and is included in the installation and commissioning charges.
9. The amount mentioned in the words shall be considered while evaluating tender.
10. If vendor procure plant and machinery from the OEMs, consignee of the invoice shall be IRCTC so that CENVAT/ITC can be availed by IRCTC.
11. Capacities of plant and machinery may vary by +/-5% however plant shall produce minimum 900000 bottles per day in three shifts.
12. Lowest commercial offer will be decided on the basis of combined total cost of part (A) and total cost of Part (B) for five years.
13. The following separate work orders will be issued by IRCTC:
 - a. For supply, Erection & Commission of Plants & Equipments
 - b. For O&M services of five years period.

(Sign and seal of Tenderer)

Process chart for water treatment and bottling



