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INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.
E-TENDER CUM REVERSE AUCTION DOCUMENT

OPEN E-TENDER NO. IRCTC/RN/PET RESIN/ABH/2023/RA dated 09.11.2023

**SUB: E-TENDER CUM REVERSE AUCTION FOR SUPPLY PET RESIN AT RAIL
NEER PLANT AMBERNATH FOR A PERIOD OF ONE (01) YEAR**

Last Date and Time of Submission	:	07.12.2023 by 15:00 hrs.
Date and Time of Opening of E-Tender	:	07.12.2023 at 15:30 hrs.
	:	Indian Railway Catering and Tourism Corporation Limited. B- 148, Statesman House, 11 th floor, Barakhamba Road, New Delhi – 110001.
Address for Communication	:	Group General Manager/Rail Neer Indian Railway Catering and Tourism Corporation Limited, 11 th floor, Statesman House, B-148, Barakhamba Road, New Delhi – 110001.
Earnest Money Deposit	:	0.5% of total approx. contract value) as per details given in "Instructions to tenderers"
Approx. Value of E-Tender	:	Rs.11.99 crores (inclusive of GST)
Pre bid meeting at Corporate office, New Delhi	:	23.11.2023 at 15:00 hrs at Corporate Office, New Delhi
E-Tender Form Price	:	NIL

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1. DISCLAIMER

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

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

NOTICE INVITING TENDER

SUB: E-TENDER CUM REVERSE AUCTION FOR SUPPLY PET RESIN AT RAIL NEER PLANT AMBERNATH FOR A PERIOD OF ONE (01) YEAR

OPEN E-TENDER NO. IRCTC/RN/PET RESIN/ABH/2023/RA dated 09.11.2023

- 1.0 Sealed E-Tenders CUM Reverse Auction Mode (In Two Bid System) are invited by Indian Railway Catering and Tourism Corporation Limited for **supply of Pet Resin at Rail Neer Plant Ambernath For A Period Of One (01) Year** as per the specifications laid down in this Tender Document.
- 2.0 The estimated contract value for supply of PET Resin for a period of **01** year would be **Rs.11.99** crores.
- 3.0 Date and Time of opening of Tender: **07.12.2023 at 15:30 hours**

Description of Item	Approximate value of tender (Rs.)	Approximate tendered Qty. (Kgs.)	
Supply of Pet Resin as per Technical Specifications mentioned in Annexure IV	11.99 crores	For One (01) Year for Rail Neer plant, Ambernath	989.428 Tons = 989428 kgs

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

Note:-

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

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

MSE firms are also requested to note clause 3.6 of Instruction to Tenderers which is to be compiled from 01.04.18.

- (ii) IRCTC intends to split quantities among the eligible bidders (decided after Reverse Auction by GeM) in order to maintain **un-interrupted** supplies in the ratio of 70:30 by giving counter offer to other technically qualified bidders as per GeM instructions/conditions.

4.0. Parameters for E-ReverseAuction*

5.0 As per GeM instructions/conditions.

6.0 Bidders are required to deposit an EMD of **0.5% of total approx. contract value** through RTGS/NEFT prior to submission of E-Tender. The E-receipts for the same shall be uploaded along with tender document. Bids uploaded without E-receipt of EMD shall not be entertained.

Detail of IRCTC bank account for submission of EMD is as under:

Account Name - IRCTC INFRA AND RAILNEER

Account No. - 2121245632441212

Bank Name- AU Small Finance Bank Ltd.

IFSCCode- AUBL0002456

Branch Address - 24, Ring Road, Lajpat Nagar IV, Delhi 110024 .

- 7.0 The bids will consist of two packet system i.e Technical and Financial Bids. Technical Bid will consist of Technical and other conditions as laid down in the Bid document. Financial bid shall consist of the Financial aspects as per conditions laid down in the Bid document.
- 8.0 The successful tenderer shall be intimated about the Award of Work and EMD of other tenderers shall be returned without any interest on the amount deposited, within one month after the expiry of the bid validity period. No interest shall be payable on EMD.
- 9.0 The bid shall remain open for acceptance for 120 days from the date of opening of E-Tender.
- 10.0 Indian Railway Catering and Tourism Corporation Limited., reserves the right to reject any/all E-Tenders without assigning any reason.
- 11.0 The Notice Inviting E-Tender and the enclosed Specifications, Instructions to tenderers, Standard Conditions, Special Conditions, Technical Criteria, Offer Forms, E-Tender Schedule, and Integrity pact shall form the part of Tender Documents. This document consists of **38 pages** including one index page and one cover Page.
- 12.0 The E-tender received will be evaluated on basis of total cost basis at Ambernath Rail Neer Plant for determination of the lowest bid.

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

(A Government of India Undertaking)

INSTRUCTIONS TO TENDERERS

The Indian Railway Catering and Tourism Corporation Limited (IRCTC) hereinafter called the Purchaser, proposes to obtain E- tender cum reverse Auction in Two Bid system from manufacturers of PET Resins in accordance with the instructions following hereafter.

1. General:

Date & Time up to which offers will be received	:07.12.2023 by 15:00 hrs
Date & Time of Opening of Technical Bid (Part A)	:after 15:30 hrs on 07.12.2023
Time of Opening Financial Bid (Part B)	: To be intimated separately to the tenderers short-listed on the basis of technical bids.

- i. This Tender Document can only be viewed <http://www.irctc.com>, & www.GeM.gov.in and will be submitted/ received only at www.GeM.gov.in only as prescribed in “INSTRUCTIONS TO THE TENDERERS.”
- ii. EMD shall be paid through Online/RTGS/NEFT mode through the e-tendering website www.GeM.gov.in. In case of non submission of the said EMD the bid will be summarily rejected.
- iii. To participate in the E- Tender, it is mandatory for the bidders to register themselves with the website www.GeM.gov.in and obtain User ID & password which is required for submitting the tender. It may please be noted for submission of bid, Class-III digital signature is required.
- iv. All Annexures, with supporting documents, **Technical Bid** shall be uploaded.
- v. The applicant should upload complete set of documents in support of Eligibility Criteria.
- vi. Corrigendum/Addendum to this Tender, if any, will be published on website www.irctc.com, www.GeM.gov.in only. No newspaper press advertisement shall be issued for the same.
- vii. For any difficulty in downloading & submission of tender document on website www.GeM.gov.in, please contact at www.GeM.gov.in help desk.
- viii. The submission of bid of the bidder on the E-tender form will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. No deviations are permitted in any condition of tender including Technical, Commercial and Financial conditions.

- 2.0 This E-Tender Cum Reverse Auction is based on Two bid system i.e. Technical bid and Financial bid.
- 2.1 **Technical bid** – This shall form the basis of ascertaining the Technical and Financial credentials of the tenderer and also the suitability of the PET Resin supplied by him in terms of the quality parameters. Documents to be scanned and uploaded with Technical bid are as follows:-
- I. All the details/relevant self attested documents as per Technical Criteria (Annexure-III). Duly filed Technical Criteria (Annexure-III) stamped, dated and signed.
 - II. Receipt of EMD paid through RTGS/NEET is to be uploaded.
 - III. Documents in support of requirements mentioned in technical specification (Annexure-IV)
 - IV. The offer form (marked as Technical Bid – Part A) (Annexure – V) stamped, dated, and signed.
 - V. All the documents, in support of Technical Bid should be self attested and uploaded.
 - VI. Integrity pact duly filed stamped, dated and signed.
- 2.2 **Financial bid** - This shall form the basis of ascertaining the Technical and Financial credentials of the tenderer and also the suitability of the PET Resin supplied by him in terms of the quality parameters. Documents to be scanned and uploaded with Technical bid are as follows:-
- 1 The Offer form (for Financial Bid – Part B) (Annexure – VI)
 - 2 Submission of price with technical bid shall lead bidder offer summarily rejected..
- 2.3 Manufacturers are allowed to participate in the tender. Distributors are also allowed to participate in this tender provided they submitted authorization letter from the manufacturer clearly authorizing them to transact with IRCTC on the manufacturer's behalf in this response to this tender along with the manufacturer's license.

3.0 Benefits to registered SSI /MSEs firms:

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

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

- 3.2 Special provisions for SSI / MSEs owned by Scheduled Castes or Scheduled Tribes and women entrepreneurs :** Out of 25% quantity of this E-Tender for SSI / MSEs a sub target of 4% quantity of this E-Tender is earmarked for procurement from SSI /MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs **and women entrepreneurs**. Provided that, in event of failure of such Micro and Small Enterprises to participate in E-Tender process or meet E-Tender requirements and L1 price, 4% sub target for procurement earmarked for SSI /MSEs owned by Scheduled Caste or Scheduled Tribe entrepreneurs **and 3 % women entrepreneurs** shall be met from other registered SSI / MSE's.
- 3.3** The SSI /MSE who are interested in availing themselves of these benefits shall enclose with their offer the proof of their being SSI /MSE registered with any of the agencies mentioned in the para 3.1 above.
- 3.4** The SSI /MSE who have availed the benefit of exemption of earnest money will not be allowed to withdraw their offer during the currency of the validity of offer or extended validity, if any such firm fails to observe this stipulation; the firm will be banned from participation in IRCTC Ltd. Tenders for a period of two years.
- 3.5** IRCTC reserves the right to award the contract to SSI / MSE units only up to their manufacturing capacity given in their SSI / MSE registration certificate.
- 3.6** As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119(E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy. MSEs registered under Udyog Aadhaar Memorandum (UAM), validity of which is till 31.03.2022, are also eligible to avail the benefits under the Policy.

4.0 Validity:

- 4.1** The submission of any offer connected with these specifications and documents shall constitute an undertaking that the tenderer shall have no cause for and claim, against the purchaser for rejection of the offer. The purchaser shall always be at liberty to reject or accept any offer at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the purchaser.
- 4.2** The offer shall be kept valid for acceptance for a minimum period of 120 (one twenty) days from the date set for opening of E-Tender.
- 4.3** Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the purchaser to the tenderer. While the offers are under such consideration, tenderers and/or their representatives or other interested parties are advised to refrain from contacting the purchaser by any means. If necessary, the purchaser will obtain clarifications on the offers by requesting for such information from any or all the tenderers, in writing, as may be considered necessary. tenderers will not be permitted to change the substance of their offers after the offers have been opened.

5.0 Evaluation of offers: The entire process of evaluation of the offers shall be in two stages:

- 5.1 Stage I:** The Technical bid of all the offers that are received within the date and time mentioned herein shall be opened after due date and time. The technical suitability of the tenderers shall be evaluated based on eligibility criteria and 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.

- 5.2 **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. Both the bids will be opened electronically and will be immediately available on tender uploading site for viewing to bidders. However, if bidders wish they may remain present at the time of electronic opening of bids at IRCTC, Corporate Office.
- 5.3 During E-Tender evaluation, the IRCTC may, at its discretion, ask the tenderer for a clarification of its Tender. The request for clarification and response shall be in writing. **Clarification by IRCTC may be sought only on the documents submitted by tenderer as required in technical criteria and no further document shall be asked to submit in any case.** No change in the price or substance of the E-Tender shall be sought, offered or permitted, in response.
- 5.4 The lowest acceptable bid will be decided after Reverse Auction on total cost basis at Ambarnath Rail Neer Plant (excluding GST) i.e. ex works basic price of PET Resin + freight upto Ambarnath Railneer Plant. Process of Reverse Auction is elaborated at ‘Instruction for e-tenders cum Reverse Auction’.

6.0 Rates

- 6.1 Bidders have to fill the total price shown in Offer price all inclusive. However, bidders have also to upload/ attach price break up as per Annexure-VII along with Price schedule/Offer **Price. Submission of price sheet (Annexure-VII) with technical bid shall lead bidder offer summarily rejected.**
- 6.2 Deleted
- 6.3 The rates finalized against this E-Tender after Reverse Auction shall be valid for a period of 1 (one) year or for extended period, if any, 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 3 months beyond the due date of delivery on the same rates, terms and conditions.
- 6.4 The Purchaser may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 6.5 Prior to the detailed evaluation, the Purchaser will determine whether each bid is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is:
- One that limits in any substantial way the scope, quality, or performance of the product/material/stores.
 - 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
 - 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

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any written clarifications sought by the Purchaser in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.

7.0 Earnest Money:

- 7.1 Bidders are required to deposit an amount of **0.5% of total approx. contract value** as EMD through RTGS/NEFT prior to submission of E-Tender, the E-receipts for the same shall be uploaded alongwith tender document. Bids uploaded without E-receipt of EMD shall not be entertained.
- 7.2 The Earnest Money shall remain deposited with the purchaser for a period of 120 days from the date of opening of the E-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 E-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.
- 8.0 E-Tenders are not transferable. The purchaser reserves the right to reject any or all of the E-Tenders in part or full at his sole discretion without assigning any reasons.
- 9.0 The tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. E-Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.

10.0 Discrepancies:

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

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

2. INSTRUCTIONS FOR E-TENDER CUM REVERSE AUCTION

E-Reverse Auction event may be carried out among the Technically qualified bidders, for providing opportunity to the Bidders to quote price dynamically for the work, for which tender is floated.

PROCESS OF E-REVERSE AUCTION

- i) All the Bids received shall be opened on the date and time mentioned above in the tender notice. Financial bid opening of the qualified bidders shall be informed on subsequent date, which will be notified to such bidders. The sequence of opening shall be:
 - a) Earnest Money Deposit (EMD)
 - b) TechnicalBid
 - c) FinancialBid
 - d) e- Reverse Auction
- ii) For the proposed e-reverse auction, only technically qualified Bidders having a valid digital certificate alone shall be eligible to participate.
- iii) Business rules like event date, time, start price, bid decrement, extensions, etc. will be communicated for compliance by the Bidder through IRCTC e-Procurement portal i.e. submission of bid.
- iv) The Service Provider will provide all necessary guidance before commencement of online bidding on Internet. Bidder if required can avail the guidance of service provider to get acquainted with the system.
- v) E-Reverse auction will be conducted on scheduled date & time.
- vi) Start price for the e-reverse Auction will be notified by IRCTC (i.e. L1 price of financial bid of the technically qualified bidders).
- vii) All the bids made from the log-in ID given to bidder will be deemed to have been made by the Bidder to whom log-in ID and password were assigned by the service provider/ auctioneer.
- viii) Any bid once made through registered Log-in ID / password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to execute the work as per the bid price of e-Reverse Auction.
- ix) Every successive bid by the Bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- x) IRCTC shall conduct the e-reverse auction in such a way that two different bidders cannot bid identical price as after accepting first bid, the system will not accept second bid of the same price. In other words, there shall never be a “Tie” in bids through on line e-reverse auction.

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- xi) At the end of e-reverse auction event, the lowest Bid value will be known on the network.
- xii) The e-reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
- xiii) In case IRCTC decides not to go for e-Reverse auction procedure for this tender enquiry, the financial bids already submitted and opened, shall be evaluated as per standard practice of IRCTC.
- xiv) IRCTC's decision on award of Contract shall be final and binding on all the Bidders.

Terms & conditions of e-Reverse Auction

IRCTC may conduct e-Reverse-Auction among the technically qualified bidders for providing opportunity to the Bidders to quote the price dynamically for the work, for which tender is floated.

A. Salient features of e-Reverse Auction:

- i) As per GeM terms & conditions.

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(A Government of India Undertaking)

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

A. Definitions and Interpretation

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

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

B. General

200. **Parties:** The parties to the contract are the Contractor and t_the Purchaser, as defined in Clauses 103 and 107.
201. Authority of person signing the contract on behalf of the Contractor.

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

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

- (a) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the E-Tender shall be address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgment due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- (b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by courier or by hand delivery at the option of such officers.

300. **Contract**

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

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

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

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

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

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

400. **Corrupt Practices**

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

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

- I. “corrupt practice” means the offering, giving , receiving or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- II.“ fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of competition, will reject a proposal for award if it determines that the Bidder/contractor being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

401. Breach of Contract:

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

500. Indemnity

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

501. Risk in the Stores

The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery or the consignee at the stipulated place or destination or, where so provided in the acceptance of E-Tender, until their delivery to a person specified in the contract as interim consignee for the purpose of dispatch to the consignee.

600 Security Deposit

601. Unless otherwise agreed between the Purchaser and Contractor, the Contractor shall, after written notices of acceptance of the E-Tender has been posted to the Contractor, deposit with the Corporation (in the form of Demand Draft in favour of “Indian Railway Catering and Tourism Corporation Limited” drawn on scheduled commercial bank payable at New Delhi/Mumbai) a sum equal to 5 percent of the total value of the stores detailed in the contract for which the E-Tender has been accepted, subject to a maximum of Rs.10,00,000/- (Rupees Ten lakh only) as a security for the due fulfillment of the contract. No interest will be payable on the Security Deposit.

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

(IRCTC) to forfeit the EMD and firm will be debarred from participating in the IRCTC tenders for further period of 2 years.

(b) If the Contractor, having been called upon by the Purchaser (after deduction of the penalties from security deposit) to maintain security deposit and fails to deposit the same within the specified period, it shall be lawful for purchaser(IRCTC) to recover from the Contractor the amount of such security deposit by deducting the amount from the bills of the Contractor of the Contract or pending bills of the Contractor under any other contract with the Purchaser,

603. No claim shall lie against the Purchaser in respect of interest on Security Deposit or depreciation thereof.
604. The Purchaser shall be entitled to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

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

700. The Contractor shall as may be required by the Purchaser either deliver free or FOR or CIF at the place/places detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered or dispatched not later than the dates specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the inspecting officer as provided in the contract.
701. Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on to the Purchaser until the stores have been received, inspected and accepted by the consignee.
702. Consignee's Right of Rejection-Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion or consignments thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion or consignment thereof is not in all respects in conformity with the Terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.
703. Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose or dispatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

704. No stores shall be deliverable to the consignee's depots on Sundays and public holidays without the written permission of the consignee.

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

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

706. Deleted

707. Failure to Deliver the Consignments.

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

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

800. Quality & Rejections

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

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

803. Inspection By Purchaser For Quality:

The purchaser shall have the power:

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

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

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

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

806. **Consequence of Rejection:**

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

- (i) require the contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account, or
- (ii) Purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily available). Without notice to the Contractor at his risk and cost and without affecting the Contractor's liability as regards the supply of any further installment due under the contract, or
- (iii) Cancel the contract with all consequences, as prescribed herein and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost of the Contractor.
- (iv) Where under the contract the price payable is fixed for dispatching station, the Contractor shall, if the stores are rejected at destination by the consignee, be liable, in addition to his other liabilities, including refund of price recoverable in respect of the stores so rejected, to reimburse to the Purchaser the freight and all other expenses incurred by the Purchaser in this regard.

807. **Removal of Rejected stores:**

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

808. All rejected stores shall in any event and circumstances remain and always be at the risk of the contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods

aforementioned, the Inspection Officer may remove the rejected stores and either return the same to the Contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and retain the sale proceeds.

809. **Warranty/Guarantee:**

a. The Contractor hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade, free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contracts specifications, drawing or sample, if any and shall, if operable, operate properly.

b. The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment therefore made by the Purchaser.

c. If, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise than by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Contractors risk. If the Contractor so desires, the rejected goods may be taken over by him or his agents for disposal in such manner as he may deem fit within a period of 21 days from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure and termination' shall apply.

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

900. Deleted.

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

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

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

1100. Force Majeure:

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

1103. Change in a firm:

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

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

1200. Withholding and lien in respect of sums claimed.

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

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

1202. Lien in respect of Claims in other Contracts-Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may withhold or retain by way of

lien by the Purchaser against any claim of the Purchaser in respect of payment of a sum of money arising out of under any other contract made by the Contractor with the Purchaser.

1300. Settlement of Disputes / Arbitration

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

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

1400. TERMINATION

- i. In the event of any breach of the said terms and conditions of the Contract by the contractor, the purchaser shall be entitled to forfeit the security deposit besides terminating or revoking the contract. The contractor shall also be debarred from participating in future contracts of IRCTC for period of two year.
- ii. If the contract is cancelled under any of the provisions prescribed herein before, it shall be lawful for IRCTC to forfeit the security deposit besides debarring the contract for two year while cancelling the award of contract.

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

- a) Breach of any of the terms or conditions or obligation of Contract on part of contractor / his employees / agents.
- b) Any major material alteration in the agreed upon specification of the product to be supplied without the authorization of the purchaser and / or competent authority.
- c) The purchaser at their discretion may call for any record to satisfy themselves regarding supply of material to the purchaser. The contractor shall provide every help/document related to the purchaser, failing which it may amount to breach of condition of the contract.
- d) The contractor being adjudged bankrupt/insolvent or a trustee/receiver being appointed on the contractor.

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

1500. MISCELLENEOUS

1501. Successful parties would be given maximum fifteen (15) days time or less time, as the case may be, from the date of issue of the letter of award of contract, for payment of the Security Deposit (if any) and to convey his acceptance of award of contract. In case contractor fails to accept the offer of award of contract, his EMD shall be forfeited by IRCTC. The manufacturer shall be debarred from participating in the future Tender of IRCTC for a period of two year or more as will be decided by the Purchaser.

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

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

1600 Law Governing the contract:

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

1700 Jurisdiction of Court:

The Courts of the place from where the acceptance of E-Tender has been issued i.e Corporate office of IRCTC at New Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

4. SPECIAL CONDITIONS OF CONTRACT

The following special conditions shall apply to the contract for the supply of PET Resin. This E-Tender is for supply of PET Resin. For specifications please refer Annexure- III.

1. The Standard Conditions of Contract (for supply of materials or stores) shall apply except for the provisions mentioned herein. Where they differ from the Standard Conditions, the Special Conditions shall override the Standard Conditions.
2. **RATES:** The supply of goods in accordance with the terms and conditions of this contract shall be affected at the accepted unit rates, subject to escalation/de-escalation in terms of clause 3 of these conditions.
3. **PRICE VARIATION CLAUSE**
The Contracted rate will vary with variation in the increase/decrease in the Basic Price of **“RAMAPET N1” grade** of Pet Resin according to the below mentioned formula. In this regard, Basic Price of **M/s IVL Dhunseri Petrochem Industries Private Limited** will be taken. Whenever the Basic rate is varied by **M/sIVL Dhunseri Petrochem Industries Private Limited** the revised price will be calculated & shall be effective from the date of Basic rate revision.
4. Basic price per ton of PET resin will be recorded as RESIN Rates as declared by **M/s IVL Dhunseri Petrochem Industries Private Limited**, seven days before the date of opening of tender applying for price variation clauses and escalation/de-escalation will be declared on the basis of every price revision by **M/s IVL Dhunseri Petrochem Industries Private Limited** by asking rates of 1 day before the date of dispatch i.e. if dispatch has been made on 9th, rate of 8th will be taken for PVC calculations.
5. **GST will be paid extra.**
- 6.. The supply of PET Resin should be as per the specifications laid down in the Technical Specifications mentioned in the Annexure III and in the quantities mentioned in the financial bid, Annexure IV, and strictly according to the Dispatch schedule as will be decided and as modified from time to time by the Purchaser at the same rates, terms and conditions as offered in the E-Tender or as modified and accepted through the Letter of Acceptance.
7. The Purchaser shall issue Delivery Orders based on the requirement at the plants. The quantities mentioned in the financial bid are only approximates and are likely to vary. No tolerance will be accepted for late delivery and penalty clause as mentioned in Standard Conditions of Contract shall apply to all late deliveries subject to acceptance of the material by the Consignee and extension of the delivery date by the Purchaser. Transit insurance has to be arranged by the Contractor. It may be noted that quantity supplied should not be in excess of the ordered quantity. No additional payment will be made for excess quantity and it will not be adjusted with the subsequent order.
8. **Packing:** Resin should be packed in transparent polythene bags and then put in to corrugated box. Carton should be designed in a manner that the pack should be able to withstand the transit and storage load. The damaged cartons will be rejected after visual inspection and should be immediately replaced by the supplier. Boxes of Resin should be labeled on the outside with the following information:
 - i) Supplier name
 - ii) Quantity in Box
 - iii) Name of the Consignee

- iv) Date of Production
- v) Time/Shift of production.
- vi) Batch No.

9. **Inspection:** Inspection/quality test report shall be enclosed with each supply of Resin by the Contractor. Inspection shall also be carried out at the Consignees premises by the Internal Quality Control Section (IQS) and the Lot would be accepted by the purchaser only on receipt of the certification from the IQC section. The lot size and sampling method to be employed as per foot notes of Technical specifications, given in Annexure- III.
10. **Payment Terms:** Hundred Percent payment after receipt and acceptance of the material as per clause 9 of the special conditions of contract. No advance payment will be allowed under any circumstances.
11. **Penalty on account of production loss:** Penalty @ Rs.1.00 per bottle shall be imposed for production loss on account of failure in supply of Resin.
12. **Option for Variation of Quantities of Order:** During currency of the contact, the contract quantity may increase by +30% with mutual consent of both the parties at same rate, terms and conditions of initial order. For increase of quantity reasonable time of supply will be provided. However, IRCTC may reduce quantity by minus (-) 30% without consent of supplier on its sole discretion. This decrease in quantity will be communicated atleast one week in advance.
13. Any statutory variation in taxes/duties in future is liable to be admissible with in original/refixed delivery period. Refixed delivery means refixation of original delivery period due to deferment of supplies by IRCTC as per clause 6.3 of instruction to tenderers. No statutory variation for increase of taxes/duties will be given to supplier incase delivery period is extended due to failure of supplier. However, incase of reduction in duties/taxes only reduced duties/taxes paid by supplier will be reimbursed.

5. TECHNICAL CRITERIA

S.N.	Item	Information to be filled in by applicant against each point and copy of proof to be attached.	Page Nos.
GENERAL INFORMATION			
1.	a) Name and full address of the bidder with telephone and Fax number (s) and contact person. b) Copy of Permanent Account Number (PAN) allotted by Income Tax Dept. c) GST HSN code No.	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.	Status of the bidder:- Company/Partnership firm/ Individual Please specify.		
2.1	In case of Company please enclose a certified Memorandum and Articles of Association along with certificates of incorporation. (*)		
2.2	In case of partnership firm- please enclose, Name of the partners with complete address, certificate of registration (if any), partnership deed duly attested by Notary and Power of Attorney duly attested by Notary if any executed in favour of any person (s) by any partner/partners to act on behalf of the Partners/Firm.		
2.3	In case of proprietorship firm, name of the proprietor with complete address and power of attorney duly attested by notary if any executed in favour of any persons by proprietor to act on behalf of the proprietor/firm.		
3.	Certificate of the Proprietor / Partner / Director that the firm has not been banned / blacklisted by IRCTC / any other Railways or Ministry of Railways / Government of India / CPSE.		
4.	The firm should be registered under GST and also should not opt for composite scheme under GST. Documentary proof of GST registration is required to be submitted in this regard. "Moreover, any loss occurred to IRCTC on account of non availing of input tax credit (ITC) due to the lapses/fault on the part of the contractor will be compensated by the contractor to IRCTC."		

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ESSENTIALREQUIREMENT																		
5.	Details of earnest money deposit (EMD) of 0.5% of total approx. contract value through Gem only “Instructions to tenderers”																	
6.	The Manufacturers who are meeting the enclosed technical specifications as per Annexure IV should only apply duly providing Factory License issued by the respective state govt. and in case of distributor; authority letter along with Factory license issued by the respective state govt. to the manufacturer. Distributors are allowed to participate in this tender provided they submit authorization letter from the manufacturer clearly authorizing them to transact with IRCTC on the manufacturers behalf in response to this tender along with the manufacturer’s license of the firm.																	
7.	<p>Annual Supply Value : The firm should have supplied PET Resin as per technical specifications mentioned in Annexure-IV as under :-</p> <p>(a) For non - SSI/ MSE firms: equal to at least 60% of the estimated tender value i.e.Rs.7.19 crores or more in the financial years {2019-20, 2020-21& 2021-22} OR { 2020-21, 2021-22 & 2022-23}.</p> <p>(b) For SSI/ MSE firms: Equal to at least 60% of 20% estimated contract value i.e. 20% of 7.19 crores = Rs.1.444 crores or more in the three financial years {2018-19, 2019-20 & 2020-21} OR {2019-20, 2020-21& 2021-22}.</p> <p>Note-</p> <p>i) Details of the supplies of PET Resin with documentary proof to be submitted (**)</p> <p>ii) For SSI/MSME firms proof of their being SSI/MSME registered in terms of para 3.1 of ‘Instructions to tenderers’ to be submitted.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Year</th> <th style="width: 50%; text-align: center;">Annual supply value in Rs. (crore)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2019-20</td> <td></td> </tr> <tr> <td style="text-align: center;">2020-21</td> <td></td> </tr> <tr> <td style="text-align: center;">2021-22</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">OR</td> </tr> <tr> <td style="text-align: center;">2020-21</td> <td></td> </tr> <tr> <td style="text-align: center;">2021-22</td> <td></td> </tr> <tr> <td style="text-align: center;">2022-23</td> <td></td> </tr> </tbody> </table>	Year	Annual supply value in Rs. (crore)	2019-20		2020-21		2021-22		OR		2020-21		2021-22		2022-23	
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	<p>iii) All MSME bidders have to upload a document along with other credentials in IRCTC tender that they have declared UAM number on CPPP in terms of clause 3.6 of 'Instructions to Tenderers'.</p> <p>** Performance of past supply contracts will be considered while evaluating Technical qualification of the firm. The documentary evidence for proof of supply can be any one of following:</p> <p>a) Copy of invoice. b) Copy of purchase / supply order with certificate from client where supply has been made. c) Certificate from CA with UDIN no.</p>																		
<p>8.</p>	<p>Annual Turnover: The firm should have Turnover equal to a minimum of</p> <p><u>(a)</u> For non-SSI/ MSE firms: 150% of the estimated E-Tender value i.e 150% of Rs. 11.99 crores = Rs.17.99 crores or more in the three financial years {2019-20, 2020-21& 2021-22} OR { 2020-21, 2021-22 & 2022-23}.</p> <p><u>(b)</u>ForSSI/MSEfirms: 150% of 20% of total contract value i.e. 20% of 17.99 crores = Rs.3.60 crores or more in the three financial years {2019-20, 2020-21& 2021-22} OR { 2020-21, 2021-22 & 2022-23}.</p> <p><u>Note-</u></p>	<table border="1"> <thead> <tr> <th data-bbox="871 882 1139 976">Year</th> <th data-bbox="1139 882 1519 976">Annual Turnover In Rs. (crore)</th> </tr> </thead> <tbody> <tr> <td data-bbox="871 976 1139 1048">2019-20</td> <td data-bbox="1139 976 1519 1048"></td> </tr> <tr> <td data-bbox="871 1048 1139 1120">2020-21</td> <td data-bbox="1139 1048 1519 1120"></td> </tr> <tr> <td data-bbox="871 1120 1139 1205">2021-22</td> <td data-bbox="1139 1120 1519 1205"></td> </tr> <tr> <td colspan="2" data-bbox="871 1205 1519 1258" style="text-align: center;">OR</td> </tr> <tr> <td data-bbox="871 1258 1139 1330">2020-21</td> <td data-bbox="1139 1258 1519 1330"></td> </tr> <tr> <td data-bbox="871 1330 1139 1415">2021-22</td> <td data-bbox="1139 1330 1519 1415"></td> </tr> <tr> <td data-bbox="871 1415 1139 1527">2022-23</td> <td data-bbox="1139 1415 1519 1527"></td> </tr> </tbody> </table>	Year	Annual Turnover In Rs. (crore)	2019-20		2020-21		2021-22		OR		2020-21		2021-22		2022-23		
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	<p>(i) For SSI/MSME firms proof of their being SSI/MSME registered in terms of para 3.1 of 'Instructions to tenderers' to be submitted.</p> <p>(ii) <u>All MSME bidders have to upload a document along with other credentials in IRCTC tender that they have declared UAM number on CPPP in terms of clause 3.6 of 'Instructions to Tenderers'.</u></p> <p>(iii) Enclose Balance sheet and Profit and Loss A/c of the three last completed financial years i.e. {2019-20, 2020-21& 2021-22} OR {2020-21, 2021-22 & 2022-23}, duly audited by a Chartered Accountant/ Published Annual Report. The balance sheet and Profit and Loss A/c should be duly signed, dated and stamped by the CA firm along with name and membership no of the Chartered Accountant who is signing the above-mentioned documents.</p> <p>Applicants who are a Company incorporated under the Companies Act, 1956 should submit a copy of auditor's report as per provisions laid down in the above Act, along with their Balance Sheet and Profit and Loss account duly audited by a Chartered Accountant.</p>		
9.	Copy of the Test certificates for PET Resin manufactured regarding material specification, physical and performance parameter to be enclosed.		

Non submission of any of the document from SN-5 to SN-9 will lead to summarily rejection of the offer and no correspondence in this regard shall be made /entertained. Only those who are qualifying all the eligibility criteria above, to participate in the bid.

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

IRCTC/RN/PET RESIN/ABH/2023/RA

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

- a) Copy of invoice.
- b) Copy of purchase / supply order with certificate from client where supply has been made.
- c) Certificate from CA with UDIN no.

Note:-

1. The data submitted by the successful applicants, in compliance of the above eligibility conditions shall be subject to verifications by IRCTC itself or through an agency (Expert in Forensic Audit) appointed by IRCTC, for which all necessary documents shall have to be essentially provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of Security deposit. In such eventuality the successful bidder will also be debarred for Two (02) years from participating in the future projects of IRCTC.
- 2 . IRCTC reserve the right to inspect plant/factory, office etc or through any other agency as notified by IRCTC.
3. “Financial Bid – Part B”, will be opened only after short listing the bidders on the basis of “Part – A”.
4. IRCTC reserves the right to cancel the E-Tender process at anytime without assigning any reasons.

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

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

Date:
(Signature of the Applicant)

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

Technical Specifications

The Polyethylene Terephthalate (PET) Resin should strictly confirm to the specification as under:

SN	Parameter	Unit	Value
1.	Intrinsic Viscosity (IV)	dl/g	0.80 \pm 0.02
2.	Acetaldehyde (AA)	ppm	1.0 max
3.	Crystallinity (Optional)	%	\geq 50
4.	b Color	CIE	-1 to 1
5.	Dust content	ppm	\leq 100
6.	Melting point	$^{\circ}$ C	248 \pm 2

Note :

- a. Copy of the in-house test certificates regarding material specification, conformity to food grade resin and resin meeting BIS norms to be enclosed along with the each supply.
- b. The Acetaldehyde content test should be got conducted by supplier from Government or BIS approved lab and Original Test Report should be submitted along with first consignment and thereafter on every three months to the plant failing which payment against bills submitted will be put on hold till its submission.

6. OFFERFORM – TECHNICAL BID PART-A

To,

Group General Manager/Rail Neer
Indian Railway Catering and
Tourism Corporation Limited,
12th floor, Statesman House,
B-148 Barakhamba Road,
New Delhi-110001.

Sub : E-TENDER Cum Reverse Auction For Supply PET Resin At Rail Neer Plant Ambernath For A
Period Of One (01) Year

OPEN E-TENDER NO. IRCTC/RN/PET RESIN/ABH/2023/RA dated 09.11.2023

Sir,

1. I/We hereby **offer** our **bid** for manufacture and supply of PET Resin as per the technical specification and terms and conditions etc as mentioned in the Tender document at the rates as indicated in the E-Tender Schedule enclosed.
2. I/We hereby confirm payment of EMD of **0.5% of total approx. contract value** as Earnest Money deposited through GeM.
3. I/We **agree** to keep our offer valid for 120 days from the date of opening of the bid; and shall be bound by a communication of acceptance within that time to supply the store/material in accordance with the E-Tender, notwithstanding that a formal contract may be signed at a later date.
4. I/We **understand and agree** that the purchaser is at liberty to accept *whole* or *part* of the quantity and to *increase* or *decrease* the quantity so ordered as per clause 12 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 PET Resin will be manufactured at our following works:
.....
.....

Yours faithfully,

(Signature of tenderer or
Authorized Representative)
For and on behalf of M/s

.....
.....

SEAL

7.

OPEN E-TENDER NO. IRCTC/RN/PET RESIN/ABH/2023/RA dated 26.10.2023**(to be filled electronically only on the tender site)**

1. I/We hereby **offer** our **bid and rates** for manufacture and supply of PET Resin as per the technical specification and terms and conditions including Integrity Pact etc as mentioned in the Tender document at the rates as indicated in the financial bid enclosed.
1. I/We **agree** to keep our offer valid for 120days from the date of opening of the bid; and shall be bound by a communication of acceptance within that time to supply the store/material in accordance with the E-Tender, notwithstanding that a formal contract may be signed at a later date.
2. 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 12 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.
3. Tenderers will ensure that full benefit of input tax credit (ITC) likely to be availed by them is duly considered while quoting rates.
4. The vendor is registered under GST state-wise.

SN	<i>Rail Neer Plant at</i>	<i>Tendered Qty of PET Resin (in tons) for One (01) Year</i>	<i>Price of Resin in Rs. Per ton inclusive of Freight and GST</i>
1.	Rail Neer Plant, Ambernath, GIP Dam, Near Additional MIDC, Post Anandnagar, Ambernath (East) Distt, Thane, Maharashtra- 421506	989.428 MT	<i>To be filled online</i>

Note:

2. The financial bid will be evaluated by the Purchaser on the basis of total cost basis at Ambernath Rail Neer Plant (excluding GST) to ascertain the lowest acceptable Tender in the interest of purchaser
3. The quantity indicated in the financial bid is approximate only and is likely to increase or decrease as per clause 12 of the Special Conditions of Contract. The supply of PET Resins shall be in a phased manner. The contract shall be valid for a period mentioned in 'Notice inviting e- tender' from the date as will be mentioned in the letter of award.
4. The tenderer should quote price valid for full contract period, irrespective of ordered quantity, from the date as will be mentioned in the letter of acceptance.

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5. The vendor will have to ensure following to enable IRCTC to take input tax credit under GST:
- a) To pay GST charged within the stipulated time and to file the return within the time specified under the Act:
 - b) The amount charged by the vendor shall be held as security till the same is reflected as input available in GSTIN portal;
 - c) To provide the invoice well in time and to ensure to include all the particulars as prescribed under GST Act. i.e. GST number of seller and purchaser and HSN code of product.
6. This offer of rate is made after taking into consideration full of the Tender Document
7. Moreover, any loss occurred to IRCTC on account of non availing of input tax credit (ITC) due to the lapses/fault on the part of the contractor will be compensated by the contractor to IRCTC.

8. PRICE OFFER BREAKUP FORMAT

Submission of Price Offer Breakup Format sheet (Annexure-VII) with technical bid shall lead bidder offer summarily rejected.

PRICE OFFER BREAKUP FORMAT (To be submitted by the Bidder on their letter head along with price schedule)					
Annexure-VII					
Financial Bid					
GeM Bid No.					
SUBJECT		E-TENDER Cum Reverse Auction For Supply PET Resin At Rail Neer Ambernath For A Period Of One (01) Year			
E-Tender No.		IRCTC/RN/PET RESIN/ABH/2023/RA			
NAME OF FIRM					
S.NO.	Rail Neer Plant at	Tendered Qty of PET Resin (in tons) for One (01) Year	Ex-Works Basic Price in Rs. Per Ton in figures and in words (Exclusive of taxes)	Freight Per Ton upto destination (Rs. in figures and in words) (Exclusive of Taxes)	GST: (%)
1	Rail Neer Plant, Ambernath, GIP Dam, Near Additional MIDC, Post Anandnagar, Ambernath (East) Distt, Thane, Maharashtra- 421506	989.428 MT			
IMPORTANT FACTS					
1	I/We hereby offer our bid and rates for manufacture and supply of PET Resin as per the technical specification and terms and conditions including Integrity Pact etc as mentioned in the Tender document at the rates as indicated in the financial bid enclosed.				
2	I/We agree to keep our offer valid for 120 days from the date of opening of the bid; and shall be bound by a communication of acceptance within that time to supply the store/material in accordance with the E-Tender, notwithstanding that a formal contract may be signed at a later date.				
3	I/We understand and agree that the purchaser is at liberty to accept whole or part of the quantity and to increase or decrease the quantity so ordered as per clause 12 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.				
4	Tenderers will ensure that full benefit of input tax credit (ITC) likely to be availed by them is duly considered while quoting rates.				
5	The vendor is registered under GST state-wise.				
NOTE:-					
1	The financial bid will be evaluated by the Purchaser on the basis of total cost basis at Ambernath Rail Neer Plant (excluding GST) to ascertain the lowest acceptable Tender in the interest of purchaser				
2	The quantity indicated in the financial bid is approximate only and is likely to increase or decrease as per clause 12 of the Special Conditions of Contract. The supply of PET Resins shall be in a phased manner. The contract shall be valid for a period mentioned in 'Notice inviting e- tender' from the date as will be mentioned in the letter of award.				
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5	This offer of rate is made after taking into consideration full of the Tender Document
6	Moreover, any loss occurred to IRCTC on account of non availing of input tax credit (ITC) due to the lapses/fault on the part of the contractor will be compensated by the contractor to IRCTC.

INTEGRITY PACT

Between

This pre-bid pre-contract Agreement (hereinafter called the integrity pact) is made on ____ day of ____, 2023 between Indian Railway Catering & Tourism Corporation Limited (hereinafter referred as “IRCTC”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns.

and

----- hereinafter referred to as “The Bidder/Contract actor” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns

Preamble

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

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

Section 1- Commitments of the Principal:

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

Section 2 – Commitments of the Bidder(s)/ contractor(s):-

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and the during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees, involved in the tender process or the execution of the contract or to any third person any material or other benefits which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign IRCTCs, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he had made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offence outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contractor:-

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conformation to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 –Criminal charges against violating Bidders / Contractors / Subcontractors

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

Section 8 – Independent External Monitor / Monitors

- 1) The IRCTC appoints competent and credible Independent External Monitor for this pact after approval by Central Vigilance Commission. The task of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The IRCTC has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
 - a) Dr.Pravez Hayat, IPS (Retd.), E-mail- phayatips@gmail.com
- 3) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He reports to the MD/IRCTC.
- 4) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the IRCTC including that provided by the Contractors. The Contractors will also grant the Monitor upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
- 5) The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure of confidential Information' and of 'Absence of conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, IRCTC and rescue himself/herself from that case.
- 6) The IRCTC will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the IRCTC and the contractor. The parties offer to the Monitor the option to participate in such meetings.
- 7) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the IRCTC and request the Management to discontinue or take corrective action, or to take other relative action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8) The Monitor will submit a written report to the CMD/IRCTC within 8 to 10 weeks from the date of reference or initiation to him by the IRCTC and should the occasion arise, submit proposals for correcting problematic situations.
- 9) If the Monitor has reported to the CMD/IRCTC a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD/IRCTC has not within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 10) The word "**Monitor**" would include both singular and plural.

Section 9 – Pact Duration

The pact beings when both parties have legally signed it. It expires for the Contractor 12 month after the last payment under the contract, and for all other Bidders 6 month after the Contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD/IRCTC.

Section 1– Other Provisions

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

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(7)

(For & On behalf of the Principal)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

_____ (For & On Behalf of Bidder/Contractor)

(Office Seal)
