



**IRCTC**

**INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.**

**TENDER NO. : 2024/IRCTC/Tourism/Services/LTT/Pt.II**

**OPEN E-TENDER FOR EXTERIOR VINYL WRAPPING WORK; INCLUSIVE OF  
REMOVING AND DISPOSAL OF EXISTING VINYL, PREPARATION OF SURFACE  
AND PASTING OF NEW VINYL GRAPHICS, ON LUXURY TOURIST TRAIN  
COACHES.**

Last date for uploading of tender documents:

01/07/2024 up to 15:00 hrs

Opening of Technical Proposal:

01/07/2024 at 16:00 hrs

Estimated Cost

Rs. 71,55,000/- (With GST).

EMD Cost

Rs. 143200/-

**Address:**

**Group General Manager/Services**

**Indian Railway Catering & Tourism Corporation Ltd.**

**M-13, 2nd Floor, Punj House, Connaught Palace,**

**New Delhi – 110 001**

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## **1. DISCLAIMER**

- 1.1 The information contained in this Tender is being provided by IRCTC for the limited purposes of enabling the Bidders to participate and submit a Bid in response to this Tender for undertaking the Project for exterior vinyl wrapping of Tourist Train coaches after removing existing Vinyl Film and surface preparation in such a way that area around windows will also match with adjoining side wall. In no circumstances shall IRCTC, or its respective advisors, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this Tender, or the Bidding Process.
- 1.2 The objective of the Bid document is to provide the prospective Bidder(s) with all relevant information to assist the formulation of proposals or bids.
- 1.3 This Tender may not be appropriate for all persons, and it is not possible for the IRCTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.
- 1.4 Nothing in this Tender shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation or submission of their Bid. IRCTC reserves the right to amend this Tender or its terms and any information contained herein or to cancel the Bidding Process or altogether abandon the Project at any time by notice, in writing, to the Bidders. Further, it may in no event be assumed that there shall be no deviation or change in any of the herein-mentioned information.
- 1.5 IRCTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.
- 1.6 Laws of the Republic of India are applicable to this Tender.
- 1.7 Each Bidder's acceptance of delivery of this Tender constitutes its agreement to, and acceptance of the terms set forth in this Disclaimer. By acceptance of this Tender, the recipient agrees that this Tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.



## **2. INSTRUCTIONS TO THE BIDDERS**

1. This Tender Document can only be viewed at <http://www.tenderwizard.com/IRCTC> and will be submitted/ received online at <http://www.tenderwizard.com/IRCTC> only.
2. To participate in the E-Tender, it is mandatory for the bidders to register themselves with M/s ITI. A detailed procedure for bidding is placed at [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC).
3. Complete tender document (all pages), including all Annexures, with supporting documents shall be uploaded along with financial bid, duly signed/ digitally signed and stamped by authorized signatory.
4. All documents enclosed, should be self-attested. Failure to attach attested copies may lead to disqualification of the bidder.
5. Incomplete tender are liable to be rejected.
6. The E-tender is not transferable.
7. The intending tenderers are advised to study the E-tender conditions of this contract and make themselves conversant with their contents as these shall govern this contract and shall form an integral part thereof.
8. Tenderers are also suggested that they should visit the proposed site(s) so as to see the actual ground conditions, before submitting their bid(s).
9. For any difficulty in downloading & submission of tender document on website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC), please contact at [tenderwizard.com](http://tenderwizard.com). Any help/clarification may be seek from GGM Services office as mentioned in Tender document.
10. At any time prior to the bid submission date, IRCTC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the bid document through the issuance of Addendum which will be given on IRCTC website [www.irctc.com](http://www.irctc.com) & [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) not later than 4 days in advance to the last date of submission of tender. IRCTC may, at its discretion, extend the bid submission date.
11. Bidder may or may not be present physically at the place of tender opening as the whole tendering process is online and the tender status is available at <http://www.tenderwizard.com/IRCTC>.



12. Any failure on the part of bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
13. IRCTC reserves the right to award contract to any successful bidder at its discretion and this will be binding on bidders.
14. IRCTC may terminate the Contract if it is found that the bidder is black listed by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.
15. IRCTC reserves the right to reject any /all bids including the lowest bid or withdraw the tender at any stage without assigning any reasons. Nothing contained herein shall confer right upon a bidder or any obligation upon IRCTC.
16. It would be desirable that prior to the uploading of bid, the bidder has made a complete and careful examination of the requirements and other information set forth in this bid document.
17. IRCTC shall not be liable for any mistake or error or neglect by the bidder in respect of the above.
18. No bid shall be modified or withdrawn by the bidder after the bid submission date. Withdrawal of a bid during the interval between bid submission date and expiration of the bid validity period would result in forfeiture of the EMD.
19. **Tender Evaluation:** The entire process of evaluation of the offers shall be in single stage. GCC Works 2022 of Indian Railway is applicable in this tender. Bidders may download GCC 2022 works Indian railways from the Indian Railway website available on internet. Any issue/ambiguity during the work execution will be dealt as per GCC-2022 Works of Indian Railway/IRCTC SOP.  
GCC Works 2022 of Indian Railway is applicable in this tender. Bidders may download GCC 2022 works Indian railways from the Indian Railway website available on internet.  
The Special Conditions of contract (SCC) should be read in conjunction with the General Conditions of Contract (GCC). However, if there is any provision in the GCC, which is at variance with the provisions in SCC, the provisions in the Special Conditions of Contract (SCC) shall take precedence.
20. During tender evaluation, IRCTC may, at its discretion, ask the Bidder for a clarification of its tender. The request for clarification and response shall be in writing, and no change in the price or substance of the tender shall be permitted in response.



21. The bids received will be evaluated by IRCTC. The company quoting the lowest over all contract price which includes, material, labour, supervision cost, along with all taxes and duties (to be specified) etc. shall be considered for award of this work.
22. The bidder must upload complete set of all the required documents as mentioned in the tender document. The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure- VI. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

**23. NOTIFICATION OF AWARD BY ISSUANCE OF “LETTER OF AWARD”:**

After determining the successful bidder, IRCTC shall issue a Letter of Award (LOA). The successful bidder shall submit letter of acceptance along with requisite Security Deposit amount within a period of 5 days from the date of issue of letter of award [LOA] and sign the agreement within 10 days of issue of letter of award.

**24. WRONG INFORMATION BY THE TENDERER:**

If it is discovered at any point of time that the bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this bid, the bid will be cancelled by the IRCTC. In such an event, the bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him and bidder shall be debarred for a period of one year for participation in all future projects of IRCTC.

The costs of preparing the bid document including visits to the office of IRCTC are not reimbursable.

**25. CONFIDENTIALITY OF BID EVALUATION:**

26. Any information regarding the examination and evaluation of bid, clarifications sought thereof and recommendation of the short-listed bidder shall not in any case be disclosed to any person or employee not officially concerned with the process of bidding.
27. IRCTC will treat all information submitted as part of all bids in confidence and will insist that all who have access to such material treat it in confidence.
28. IRCTC will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

### **3. SCOPE OF WORK**

- 3.1 The contractor will remove the complete existing vinyl wrapping and will dispose the removed vinyl wrapping at a proper place outside the Railway area as per applicable laws.
- 3.2 After removing the existing vinyl film, the contractor will prepare the surface by scraping, rubbing and by providing light weight body filler as per MDTs 176 Rev 4 & Polyester Putty as per RDSO Spec 100/2018 whenever required.
- 3.3 The contractor will make the proper surface level by filling of holes, joints uneven surfaces, grinding & Rubbing the extra material wherever required in the exterior metal body and will also eliminate waviness.
- 3.4 As per RDSO specification i.e. RDSO/2010/CG-08 along with additional requirements as per RCF designs letters MD22151 dated 10/05/2017 and 30/04/2018. The Anti-Graffiti Features as per ASTM D-6578-00& Compliance of EN45545 for Fire & Toxicity mandatory requirements. The technical Requirement of the vinyl Film is as under:
  - (i) Base Film will be cast PVC film having thickness not more than 50 microns. Plasticizers and other additives materials must not emerge or exude. The film shall not include any materials having harmful effect on painted surfaces, human beings and environment. The film should be of either M/s 3M or Avery Dennison make. Manufacturers Invoice to be submitted.
  - (ii) The film shall be white in colour with whiteness index of 90 to 100 as per test method ASTM E 313.
  - (iii) Thickness: The nominal thickness of the unprinted film including adhesive shall be between 0.070mm to 0.090mm. The test procedure for measuring thickness is ASTM D 3652.
  - (iv) Film shall be printed with digital printing technology with eco-friendly low emission solvent inks. UV resistant and latex printed.
  - (v) The graphic has to be printed with printing resolution of the minimum of 720 dpi by 1440 dpi (Dots/inch).
  - (vi) **Thickness:** The film thickness shall be not more than 0.150mm +/- 15%, with sealing and print colour. The test procedure for measuring thickness is ASTM D 3652.



- (vii) **Gloss Value:** The minimum gloss value shall be 70 achieved at 60 degree measured by gloss meter as per ASTM D 523, Gloss value retention after two years should not be less than 30 at 60 degree measured by gloss meter as per ASTM D523.
- (viii) **Durability & Weathering Resistance:** The Graphic Films shall be durable & resistant to weathering for at least three years in permanent outdoor- exposure. No kind of detachment, cracks, bubbles or similar effects shall occur during the applied state. The supplier shall submit proof of test from reputed independent laboratory (Govt. Accredited of accelerated weathering, UV and environmental exposure as per ASTM G 152 using xenon arc/QUV panel machines at 0.63 nanometers UV A lamps with 4 hour condensation and 4 hour UV exposure for min of 250 hrs. Post cycle specular glass value, delta E color change; visual discoloration has to be reported. The colour change should not be more than delta E=3, measured by approved photo spectrodensitometer (The instrument measures colour value).
- (ix) **Temperature Resistance:** The film shall be resistant to temperature between -10 degree C and +100 degree C without any visible changes such as detachment cracks, bubble formation and colour changes. This property is to be tested as per clause of RDSO specification.
- (x) **Dimensional Stability:** The shrinkage of the graphic film after application shall not exceed 0.2%. This is to be tested as per clause of RDSO specification.
- (xi) **Resistance to Detergents:** The graphic films shall be resistant to detergents used by the IR for exterior cleaning of the coaches. The surface of the sealed film shall not soften and the colour and the adhesive power shall not change. The same applies to surface softening and to all kind of detachments (waves, bubbles etc.) this should be tested as per clause of RDSO specification.
- (xii) **Wash and attrition Resistance:** The graphic films shall not suffer any visible color and gloss changes, detachments, cracks, bubbles etc. During external coach washing in accordance with IR field practices. Furthermore the film shall not expand. The graphic films along with over laminate shall not show any visible color and gloss changes when tested as per ASTM D 1044 using cleaning solution as per clause of RDSO specification.
- (xiii) **Removal of films:** The time taken for removal of previous graphic & application of new graphic film should not be more than three hours per coach.
- (xiv) The removal of the applied film should not be tedious. The removal should be done using a hot air blower but the temperature should not exceed 70 degree C. In case any film or





adhesive residue is observed after removal the residue should be possible to remove by use of ISO propyl alcohol and lint free cloth.

- (xv) Printing shall be same to existing style, design, pattern/theme & colors.
- (xvi) The contractor will have all the responsibility of their labour's stay like shelter, food, etc.
- (xvii) The contractor will have to arrange sufficient nos. of skilled labour to finish the work in stipulated time period, no shortage of will be tolerated.
- (xviii) The contractor will carry out Vinyl pasting and wrapping work with complete edge sealing, tamper proofing and with speed resistant coating.
- (xix) Material test certificate in compliance of all the above parameters have to be submitted before commencement of application of vinyl.

### **3.5 Preparation and Approval of Design:**

The contractor shall take photography of existing vinyl film and then prepare layout designs of all coaches to existing design, pattern, and colour and get them approved by IRCTC before commencement of work. The design and application of vinyl will also be applicable to same designed vinyl on exterior doors as available.

### **3.6 Composition of the Luxury Tourist Train**

The luxury tourist train consists of the following composition of 23 coaches:-

- 6 Deluxe Cabin Cars, each with four twin bed/double bed cabins with attached bathroom.
- 6 Junior Suite cars, each with three twin bed/double bed cabins with attached bathroom.
- Suite Cars, each with two suites. Each suite shall have a double bed cabin, a living cabin and attached bathroom.
- 1 Presidential Suite, with two double/twin bed cabins, with attached bath, a living and a dining room.
- 02 Restaurant cars, each with 42 seating capacity.
- 1 bar car.
- 1 Kitchen car.
- 1 Observation car with lounge bar.
- 2 Generator Cars.
- 1 staff Car.

### **3.7 General Principle for Work**

- a) All the coaches of the train will be handed over to the contractor for carrying out vinyl



wrapping work. The contractor shall be responsible for the safety and security of the equipment during the execution of the repair work. The contractor shall handover all the furnishing and fitting intact in good fettle on completion of the work to IRCTC.

- b) IRCTC may at its discretion reduce/increase the quantities at the time of award of the work.
- c) The Contractor will ensure that highest quality of work is carried out of all the coaches and will also be responsible that no substandard work is permitted. He will have to personally inspect all the materials received from suppliers and also supervise the work on the said coaches.
- d) To supervise the execution of the work done to ensure that executing the work is carry out the same in a sound and satisfactory manner duly conforming to the designs, specifications, workmanship and according to the agreed time schedule, periodical visits to the site as per requirements to monitor progress of work. Contractor shall send periodical reports about the progress of work, quality and related matters.
- e) To render such other professional services as are necessary and incidental to the satisfactory completion of the work.
- f) Contractor will endeavor to guard the owner against defects and deficiencies in the work.
- g) It shall be the responsibility of the Contractor to carry out the work in accordance with approved design and specifications and ensure that the materials used and workmanship are of top quality.
- h) For constant supervision of the work, the Contractor shall appoint experienced technical supervisor and required supporting staff at site right at the start of the repair work. It is however, made clear that all such officers and staff shall be employees of the Contractor and he/she will agree to remove any staffs that is considered undesirable by IRCTC. The Contractor, executives and staff shall always be subject to the same security regulations as applicable to the corporation staff.
- i) The Contractor will not, without the written sanction of IRCTC, make any major deviation in the plans or estimates. For any deviated items approved by IRCTC, the rates analysis will be furnished by the Contractor for scrutiny and approval.
- j) IRCTC may appoint supervisor/staff to watch its interest and the Contractor and their staff will give them full-cooperation in supervision, check measurements etc. Such appointment of staff will not however diminish the responsibilities of the Contractor under this agreement. By the same token, the staff of the IRCTC will also give full cooperation to the Contractor. The Contractor's staff shall be in constant touch with the staff of the IRCTC in matters connected with supervision and execution of work.



#### **4. ELIGIBILITY CRITERIA**

**Only those tenderers who possess” the following eligibility criteria shall apply. Tenderer not meeting the criteria as mentioned below as well in tender documents will be summarily rejected:**

1. Should be authorized either by M/s 3M India Ltd. or M/s Avery Dennison for conformance of cast vinyl film to RDSO specifications No.RDSO/2010/CG-08. (Tender Specific Authorization letter from M/s 3M India ltd or M/S Avery Dennison be enclosed.). Relevant check list (Annexure VII) with compliance to be attached.
2. Should comply MD 22151 dated 10.05.2017 & 30.04.2018.
3. The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:-  
Three similar works each costing not less than the amount equal to 30% of advertised value of the tender,  
Or  
Two similar works each costing not less than the amount equal to 40% of advertised value of the tender,  
Or  
One similar work costing not less than the amount equal to 60% of advertised value of the tender.
4. Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of 1.5 V/N crores; where  
V= Advertised value of the tender in crores of Rupees  
N= Number of years prescribed for completion of work for which bids have been invited  
**which will be counted as 01 year in instant tender for calculation of Financial Eligibility Criteria only.**  
The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

4.2 The applicant should submit complete set of documents in support of Eligibility Criterion mentioned in the tender document.



## **5. GENERAL TERMS AND CONDITIONS OF TENDER**

- 5.1** The Bidders are required to submit the Bids completed in all respect in terms of the instructions specified in the Tender Document along with all Annexure before the specified Bid Due date.
- 5.2** The Bidders should satisfy the eligibility criteria mentioned in the Tender Document and submit all the supporting documents duly signed and stamped by the Authorized signatory on all pages including the Tender Document.
- 5.3 INSPECTION OF THE WORK:**
- 5.4** Before uploading the bids, the Bidders should conduct a detailed study of the work of removal and proper disposal of existing vinyl film for the exterior of tourist train, vinyl printing to existing style, design colour and pattern, surface preparation including leveling of coach with light weight body filler on exterior surface with primer & PU putty where-ever required, surface application, pasting & wrapping work, complete with edge sealing and tamper proofing, with speed resistant coating on 23 coaches having a approx. surface area 25990 sq. ft. to be carried out on the air-conditioned coaches at Delhi Safdarjang Station/Delhi Area Stations. The Bidder will also note down the existing layout design, colour, pattern & style, take Photos.
- 5.5** The bidder will have to explore the sources for its material supplies, work force, tool and plant and other requirements like electrical supply, water supply, ladders, cat walk, raised platform etc. IRCTC will not provide any of these facilities.
- 5.6** The bidder should check the working conditions at site for which permission can be granted for setting up temporary shed at site to house labour and materials. The power supply arrangement will have to be managed by the bidders at his own cost duly providing a DG set for the same
- 5.7 BID SECURITY/EMD:**  
The proposal will need to be accompanied by a bid security/EMD of **Rs. 143200** (one lakh Forty three thousand two hundred only) payable through online mode on e-tendering portal i.e. [www.Tenderwizard.com/IRCTC](http://www.Tenderwizard.com/IRCTC). Any offer not accompanied with bid security will be rejected. The bid security of the successful bidder may be adjusted against PG/SD and for the unsuccessful bidders, returned to them, within 30 days of finalization of award of this work.



## **5.9 CONTENTS OF DOCUMENTS:**

- a) Covering letter stating the validity of proposal
  - b) Format For Certificate To Be Submitted / Uploaded By Tenderer Along With The Tender Documents
  - c) Power of Attorney and authorized signatory
  - d) Anti-Collusion certificate
  - e) Bid Security paid through on line.
  - f) Time schedule of activities with PERT chart indicating important activities, their individual duration and sequence of activities.
  - g) GST registration certificate
  - h) Copy of PAN No.
- 5.10 The total vinyl wrapped surface Area will be under 78 months warranty for fading, discoloration, formation of bubbles, surface imperfection and peeling out, opening of joints, opening of edges, after completion of work.
- 5.11 The work shall be started tentatively in first week of July,2024 at Delhi Safdarjung Station/any other maintenance depot of Delhi area. However, IRCTC also reserves the right to get the work done at an early date i.e. prior to July 2024 and after issuance of LOA.
- 5.12 Payment will be made on the basis of actual complete exterior executed work per coach.
- 5.13 Contractor will raise his bill after fully completion of works for which 100 % payment will be made by IRCTC.
- 5.14 Payments to the successful bidder shall be made by IRCTC after receiving the proper invoices from successful bidder. Invoice must include all the particulars as required under the GST Act and Rules.
- 5.15 Payments shall be withheld in case any of the required Contracts / Agreements is not signed by the successful bidder as per the requirements.
- 5.16 Payments shall be withheld in case of non-submission of Performance Security Deposit (and verification thereof by IRCTC) by the successful bidder.
- 5.17 Payments shall be subject to deductions of any amount for which successful bidder is liable to pay penalty as per Service Levels & Penalties and Liquidated Damages clauses.
- 5.18 All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income- Tax Act, and any other taxes.
- 5.19 Any increase in applicable taxes or any new tax introduced by the Government will be paid extra in actual by IRCTC over and above the basic price. Also, the benefits / advantages, arising out of reduction in taxes/duties or any other reason, shall be passed on to IRCTC by the successful bidder.
- 5.20 The successful bidder shall ensure to pay GST or any other taxes charged, within stipulated time and to file the return within stipulated time to enable IRCTC to claim input credit.
- 5.21 The tenderer should be ready with Minimum of 10% spare printed quantity of total vinyl



wrapped surface area and the same to be maintained for the period through out three years of warranty period which may be used for replacement whenever required due to defects arising during warranty.

5.22 The work should be completed with edge sealing, it should be tamper proof and coating should be speed resistant. The bordering area of windows should be matched with side wall surface by application of light weight body fillers/ PU putty in such a way it does not look different from remaining side walls.

5.23 The coaches can be given in lots respectively tentatively from first week of July 2024 onwards and the work is to be completed within 40 days after handing over of 1<sup>st</sup> coach to contractor.

5.24 The printed vinyl should have individual coach names, IRCTC coach nos., Incredible India Logo, ME Logo, as existing colour scheme print, design style and pattern.

## **5.18 Process of Evaluation**

### **5.19 Clarifications in Bid Document**

5.19.1 IRCTC if required may at its sole discretion seek clarification from the bidder(s) during the evaluation of the proposal.

5.19.2 All such clarifications to be sought by the IRCTC from the bidder(s) would be in written form or by facsimile.

5.19.3 No change in the contents of the proposal would be permitted by way of such clarification sought from the bidder(s) by the IRCTC.

### **5.20 IRCTC Right to Accept or Reject the Bid**

5.20.1 IRCTC reserves the right to accept or reject any or all proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to the execution of agreement, without liability or any obligation for such acceptance, rejection or annulment.

5.20.2 IRCTC reserves the right to reject any Proposal, at any stage, in case of wrong disclosure/misrepresentation/lack of response from the bidder, with forfeiture of security deposit/EMD.

### **5.21 AWARD OF CONTRACT:**

5.21.1 The contract shall be awarded to the firm, by conveying acceptance of the proposal by



IRCTC through registered /speed post/ courier.

5.21.2 All the terms and conditions as stated in the Tender documents, Appendices and Acceptance conveyed by IRCTC will constitute the contract between the Bidder and IRCTC.

5.21.3 The selected company is expected to commence the Assignment on the date and at the location to be specified in the work order to be issued by IRCTC as per its requirement & on the terms & conditions specified.

## **5.22 Performance guarantee**

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e., from 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

(b) The successful bidder shall submit the Performance Guarantee (PG)/ Performance security deposit in form of DD/NEFT/RTGS in favour of IRCTC amounting to 5% of the original contract value.

(c) PG shall be released after satisfactory performance of the work done & after the end of warranty period, provided the contractor has satisfactorily provided all services in accordance with the conditions of contract and after deducting the service level penalties by IRCTC, if any.

5.22.2 The PG/ Security Deposit of 5% of the Contract value is to cover the warranty period of 78 months and will be valid for 78 months from date of handover of the train after Exterior Vinyl Wrapping.

## **5.23 TIME SCHEDULE AND PENALTY FOR DELAY:**

5.23.1 The successful Bidder is expected to complete the awarded contract work within 40 days after receiving of 1<sup>st</sup> coach. Any delays in execution and progress of the project shall be dealt





as per GCC-2022 (para 17B) or later.

**5.24 OTHER TERMS AND CONDITIONS**

- 5.24.1 The Contractor should observe all statutory labour laws including but not limited to maintaining muster roll, deduction of provident fund, Employee's insurance, Payment of Wages act, hour employment regulation Act, Contract labour (Regulation and abolition) etc.
- 5.24.2 No staff of the contractor, at any stage, is entitled to claim being employee of IRCTC/IR or stake claim for employment by IRCTC/IR.
- 5.24.3 Contractor will not generate any financial liabilities or encumbrance on IRCTC/IR from its subcontractors, banks or other financial agencies and material suppliers.
- 5.24.4 Payment to contractor will be after tax deduction at source as per the provision of Income Tax Act 1961 and any other taxation laws as may be applicable. The Contractor must provide its PAN No., TAN No. & GST Registration Number. IRCTC will issue TDS certificate to the contractor.
- 5.24.5 The Contractor must comply with all the safety parameters at work. For any mishap or injury to his or railway staff or damage to railway property, the contractor will be responsible for all the consequences, losses, costs and penalties, including cost litigation, if any.
- 5.24.6 The Contractor, during the period of contract, will observe all the statutory laws as laid down from time to time.
- 5.27.7 The staff of the contractor should be medically fit and be present for work in time with badges and identity cards.

**6 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT:**

- 6.1 **Effectiveness of Contract:** This Contract shall come into effect from the date of issuance of letter of award by IRCTC.
- 6.2 **Commencement of Services:** The selected company is expected to commence the Assignment on the date and at the location to be specified in the work order to be issued by IRCTC as per its requirement. If the Company fails to commence the assignment within the specified schedule as per work order, the contract shall be liable to be terminated.
- 6.3 **Termination of Contract:** The contractor/Successful Bidder shall ensure completion of contract work: for the removal and proper disposal of existing vinyl film for the exterior





vinyl wrapping of tourist train, vinyl printing to existing style, design, colour and pattern, surface preparation including leveling of coach exterior surface with primer & PU putty where ever required, surface application, pasting & wrapping work, complete with edge sealing and tamper proofing, with speed resistant coating on 23 coaches having a approx. surface area 25990 sqft. Within the stipulated period. In the event of a breach of contract, IRCTC shall take appropriate action, including termination of the agreement with the contractor/successful Bidder and forfeiture of security deposit and debarment from participation in future projects of IRCTC.

**Termination of contract on other events of default.**

The IRCTC shall also be entitled at any time forthwith to terminate the contract without notice in any of the following events, that is to say (a) in the event of the contractor being convicted by a court of law under the provisions of criminal procedure code or any other law (b) in the event of the contractor being a proprietor or, if a firm, any partner in the contractor firm being at any time be adjudged insolvent or a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any insolvency Act for the time being in force or make any conveyance or assignment of his interest or enter into any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under the partnership Act or, in the event of contractor being a company, if the company shall pass any resolution to be wound up either compulsorily or voluntarily (c) Repudiation of agreement by contractor or otherwise evidence of intention not to be bound by the agreement.

**6.4 Performance of assignment:**

The Successful Bidder is expected to complete the contract work awarded within 40 days from receiving 1<sup>st</sup> coach for the work. Any delays in execution and progress of the project will be dealt as per para 17B of GCC works 2022.

**6.5 Subletting:**

The Bidder shall not sublet, transfer or assign the contract or any part thereof to other party. In the event of the Company contravening this condition, IRCTC shall be entitled to terminate the contract and get the work done through other party at the risk & cost of the Company. In such case the EMD/security deposit of the selected Company, will be forfeited.

**6.6 Payment upon Termination**

IRCTC at its sole discretion may decide & pay fee for Services satisfactorily performed prior to the effective date of termination provided such termination is not on account of any breach of contract by the Company.



**6.7 CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT:**

- 6.7.1 Any information regarding the examination and evaluation of bid, clarifications sought thereof and recommendation of the short-listed bidder shall not in any case be disclosed to any person or employee not officially concerned with the process of bidding.
- 6.7.2 IRCTC will treat all information submitted as part of all bids in confidence and will insist that all who have access to such material treat it in confidence.
- 6.7.3 IRCTC will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

**6.8 CORRUPT OR FRAUDULENT PRACTICES:**

- 6.8.1 IRCTC expects the highest standard of ethics during the selection and executions of such contracts. In pursuance of the above objective, the following 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 of a public official in the selection process or in contract execution;
  - (ii) "Fraudulent practice" means misrepresentation or omission of facts in order to influence a selection process or the execution of a contract to the detriment of IRCTC. Submission of forged documents in connection with this tender.
  - (iii) "Collusive practice" means a scheme or arrangement between two or more Company, with or without the knowledge of IRCTC (prior to or after proposal submission) designed to establish bid prices at artificial non- competitive levels and
  - (iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of contract.

- 6.9 It is further provided that IRCTC will reject the proposal, forfeit the EMD and ban the firm for a period of 2 year if it is found that the firm has engaged in corrupt or fraudulent activities in competing for the contract in question. IRCTC shall be free to take any other action also.

**6.10 INDEMNITY:**

The Company hereby agrees to keep indemnified and shall keep indemnified and hold harmless, IRCTC and its Directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this Contract or arising from any breach or non-compliance whatsoever by the Company or any of the persons deployed by it pursuant hereto of or in relation to any



such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or without the premises.

#### **6.11 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-1 as given below. 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.
- d. 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.

#### **6.12 FORCE MAJEURE**

For the purposes of this Contract, “Force majeure” means any unforeseen event directly interfering with the services during the currency of the contract such as war, insurrection, restraint imposed by the government, act of legislature or other authority, explosion, accident, strike, riot, lockout, act of public enemy, act of God, sabotage which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The obligations of IRCTC and the Company shall remain suspended if and to the extent that



they are unable to carry out such obligations owing to force majeure or reasons beyond their control.

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event.

Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event and such impossibility subsists for not less than 60 days.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

The Company is entitled to the payments for the portion of the work already completed before the happening of any event constituting force Majeure culminating in termination of contract. Decision of IRCTC in this regard will be final.

**6.13 CHANGE OF LAW:**

Any law or judgment of a relevant court of law which changes the interpretation of the Applicable law comes into effect after the bid submission, shall be regarded as a binding precedent which directly and adversely affects the contractor's performance under the contract in a material way.

**6.14 JURISDICTION:**

The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Delhi only in connection with any actions or proceedings arising out or in relation to this Tender.

**7. PAYMENT TERMS AND CONDITIONS:**

Contractor will raise his bill as per GST laws after completion of work for which 100 % payment will be made by IRCTC.



**Annexure-I**

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

I/we.....(Name of agency/contractor) with reference to agreement dated.....raise disputes as to the construction and operation of this contract, and demand arbitration in respect of following claims:

Brief of claim:

Claim 1- Detailed at Annexure-

Claim 2- Detailed at Annexure-

Claim 3- Detailed at Annexure-

I/we..... do agree to waive of applicability of Section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant..... Signature of Respondent.....

I/we..... (Name of Claimant) with reference to agreement dated..... hereby waive of applicability of subsection 31A (2) to 31A (4) of Arbitration and Conciliation (Amendment) Act. We further agree that cost of arbitration will be shared by the parties in terms of Arbitration clause of the agreement.

Signature of Claimant..... Signature of Respondent.....

For & On behalf of IRCTC JGM/Services

**Annexure-II****Bill Of Quantity**

E-TenderNo.	2024/IRCTC/Tourism/Services/LTT/PART.II
Name of work	EXTERIOR VINYL WRAPPING WORK; INCLUSIVE OF REMOVING AND DISPOSAL OF EXISTING VINYL PREPARATION OF SURFACE AND PASTING OF NEW VINYL GRAPHICS, ON LUXURY TOURIST TRAIN COACHES.
Tender Value of the work	Rs. 71,55,000/- (With GST).
Period of work	40 days for completion of work and 78 months warranty from the date of completion of work
Bid Security	Rs. 143200/-only
Date of tender closing	01/07/2024 up to 15:00 Hrs

S. No	Item	Unit	Qty	Total Contract Price (in INR)	
1	Removal and proper disposal of existing vinyl film, exterior vinyl wrapping, vinyl printing to existing style, design, colour and pattern, surface preparation, pasting and wrapping complete with edge sealing, & tamper proofing with speed resistance on 23 ME coaches, having approx. surface area 25990 Sq ft. as per RDSO specs no. RDSO/2010/CG-08 along with additional requirements as per RCF designs letters MD22151 dated 10/05/2017 and 30/04/2018, anti graffiti application as per ASTM D-6578-00 & fire retardant compliance as per EN 45545.	Coach	23	In figures	In words
2	GST @ 18%				
3	Total				

Note: Quoted Cost shall be inclusive of-

- I. Cost for all activities as mentioned in the tender document and no extra item will be considered for payment.
- II. Cost of Material, Manpower, Transportation Charges, Consumables, Tools and Equipment, Warranty etc.
- III. GST extra @18%.
- IV. Any other cost direct or hidden, not mentioned above.

Note: 1. This Sample Schedule of Quantity and Rates is for reference purpose only. Rates are to be quoted in <https://www.tenderwizard.com/IRCTC> rate schedule page only. The quantities shown in above Bill of Quantities are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The IRCTC reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.



**Annexure-III**

**ACKNOWLEDGEMENT OF BID DOCUMENT AND NOTIFICATION OF INTENT TO  
SUBMIT PROPOSAL**

**To,  
GGM (Services)  
IRCTC**

Dear Sir,

**Re: Vinyl Wrapping Work on Luxury Tourist Train, IRCTC.**

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the requirements set out in the bid document and information provided therein, the undersigned hereby submits the proposal for the project referred above.

We are enclosing our proposal, with the details as per requirements of this bid documents.  
We confirm that our proposal is valid for a period of 90 days from \_\_\_\_\_ (Proposal Due Date).

The undersigned hereby also declares that the statements made and the information provided in the proposal is complete, true and correct in every detail.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024

Name of the Bidder

.....

Signature of the Authorized Person

Name of the Authorized Person

Note: To be submitted on Letterhead of Bidder.



**Annexure-IV**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL (On a Stamp Paper of relevant value)**

**POWER OF ATTORNEY**

Know all men by these presents, we .....(Name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.....(Name and residential address) who is presently employed with us and holding the position of ..... As our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the “Vinyl Wrapping work for Luxury Tourist Train, of IRCTC”, including signing and submission of all documents and providing information/responses to IRCTC, representing us in all matters before IRCTC, and generally dealing with IRCTC in all matters in connection with our proposal for the said project.

For \_\_\_\_\_  
(Signature)

Name and designation  
(To be executed by the person(s) authorized by the Applicant Company)  
Accepted

(Signature)  
(Name, Title and Address) of the Attorney  
(\*To be signed in token of acceptance by the Attorney Holder)

**Note**

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the deletion of power hereunder on behalf of the Bidder.





**Annexure-V**

**FORMAT FOR ANTI-COLLUSION CERTIFICATE**

**Anti-Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of this proposal, we have not acted in concert or in collusion with any other Bidder or other persons(s) and also not done any act, deed or thing which is or could be regarded as anticompetitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant proposal.

Dated this ..... Day of 2024.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person.

**ANNEXURE-VI**

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENTS

I.....(Name and designation)\*\*appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_ as per the tender No. \_\_\_\_\_ of \_\_\_\_\_ (IRCTC)\*\*, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from e-tender website <https://www.tenderwizard.com/IRCTC>. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the affidavit submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto five year.
- Further, I/we (insert name of the tenderer) \*\* \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the affidavit submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or,
11. if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE  
OF THE TENDERER

Place:

Dated:

\*\*The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.



## Annexure – VII

## CHECKSHEET WITH ATTACHMENTS TO BE ATTACHED BY BIDDER IN COMPLIANCE OF SPECIFICATIONS

S.N.	Check List A	Specification RDSO/2010/CG-08.
1.	Warranty card Format from the manufacturer of the film in original that shall be provided for after supply and application Provide details of the OEM person assigned for such issue along with his official email ID from which such warranty issued shall be validated. Provide contact address/ mobile numbers of the service personnel along with an OEM manned national service network detail to offer such warranty coverage.	CLAUSE 3.2
2	Work Test Certificate in original from the manufacturer of the film and the methodology adopted by OEM to ensure testing/compliance of the finished graphic prior to supplies. Provide details along with address of the laboratory where the testing for the finished graphics shall be carried out prior to supply along with test equipment list available.	Clause 3.2
3	Details of the manufacturer of the base film and finished product (giving the manufacturing plant details in India for both base film and finished product) along with detailed address and process of manufacturing activities.	
4	Film color/pigmentation and /or print color details. An undertaking from the OEM that they shall be liable for any quality related issues of the printing inks used.	Clause 11.4.
5	Adhesive designation and group certificate from the OEM	clause 11.3
6	Guidelines issued by the OEM regarding Sealing material and sealing method and approval for such material proposed to be used from the OEM in compliance of.	clause 3.2
7	Records of Thickness (adhesive, film, print, sealing) with production tolerances of the finished graphics	clause 3.2
8	Test Certificate from NABL approved lab (accredited for the tests to be carried out under the scope of the specifications).	clause 11.4
9	The film removal procedure as approved by OEM.	Clause 3.2
10	An undertaking to follow all safety precautions at the worksite.	clause 3.2
11	A copy of the authorization certificate issued by the OEM at the time of the tender.	clause 3.2
12	The national network of the OEM to monitor and report and the reporting format for approval.	clause 6.2.2