



INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

Open E-TENDER DOCUMENT

Tender No. IRCTC/RAIL NEER/ WASTE DISPOSAL/2024 dated 19 .07.2024.

Open E-Tender for removal of empty and waste items (i.e. empty corrugated boxes, empty polyethylene bags, waste plastics etc.) from IRCTC, Rail Neer Plant, Nangloi, New Delhi.

Last Date and Time of **Submission** : **09.08.2024 by 15:00 hrs**

Date and Time of **Opening** of E-Open Tender : **09.08.2024 at 15:15 hrs**

Place of Opening of E-Open Tender : Rail Neer Plant,
Indian Railway Catering and Tourism
Corporation Limited
Northern Railway, Wireless Station Area,
Opp. Nangloi Bus Depot No.-3,
New Delhi- 110041

Address for Communication : Rail Neer Plant,
Indian Railway Catering and Tourism
Corporation Limited
Northern Railway, Wireless Station Area,
Opp. Nangloi Bus Depot No.-3,
New Delhi- 110041

Earnest Money Deposit : Rs.40,800/- (Rupees Forty thousand eight
hundred only) through online mode
RTGS/NEFT in favour of Indian Railway
Catering and Tourism Corporation Ltd,
New Delhi

Approximate Value of the Work : Rs.20.44 Lakhs (approx.)

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.

(A Government of India Undertaking)

NOTICE INVITING TENDER

Sub: Open E-Tender for removal of empty and waste items (i.e. empty corrugated boxes, empty polyethylene bags, waste plastics etc.) from IRCTC, Rail Neer Plant, Nangloi, New Delhi

Ref: Tender No. IRCTC/RAIL NEER/ WASTE DISPOSAL/2024 dated 19.07.2024.

1. E- Tenders are invited by Indian Railway Catering and Tourism Corporation Ltd., New Delhi for removal of empty and waste items (i.e. empty corrugate boxes, empty polyethylene bags, waste plastics etc.) from Rail Neer Plant, Nangloi, New Delhi as per the specifications laid down in this Tender Documents.

Last Date and Time of **Online** Submission : **09.08.2024 at 15.00 HRS**

Date and Time of **Opening** of Tenders : **09.08.2024 at 15.15 HRS**

Place of Opening of Tenders : Indian Railway Catering and Tourism Corporation Ltd., Rail Neer Plant, Northern Railway Wireless Station Area, Opp. Nangloi Bus Depot No. 3, Nangloi, New Delhi -110 041

Address for Communication : Addl. General Manager/Rail Neer Indian Railway Catering and Tourism Corporation Ltd., Rail Neer Plant, Northern Railway Wireless Station Area, Opp. Nangloi Bus Depot No. 3, Nangloi, New Delhi -110 041

2. The offer should be submitted through e-tendering mode in the website www.tenderwizard.com/IRCTC containing two stages e-bid.
3. Bids are required to be submitted only by online mode through website www.tenderwizard.com/IRCTC. The Bid (As per Annexure-A) will contain all signed and scanned documents those are required for particular tender.
4. Submission of complete tender document duly signed.
5. If **09.08.2024** is declared a holiday the tender will be opened at the same time on the next working day.
6. This tender document to be uploaded digitally signed wherever necessary with all mandatory self-attested documents.
7. The successful Tenderer shall be intimated about the Award of Work, and EMD (if any) of other Tenderers shall be returned without any interest on the amount deposited within 90 days of opening of Tender. No interest shall be payable on EMD.
8. Bids submitted without EMD (if any), Seal and Pre – qualification requirement etc. as mentioned in tender document shall be summarily rejected.
9. IRCTC/Rail Neer Plant will not be responsible for any late/ delay in online submission of Bid after the date and time of submission of Tender.
10. Fax/Telex/ Telegraphic offers will not be accepted.
11. Bidders are required to deposit an amount of Rs.40,800/- (Rupees Forty thousand eight hundred only) as EMD through RTGS/NEFT prior to submission of bid per 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. EMD will be paid online.

12. Tenders should be filled with neat, legible and correct entries. Indistinct figures should be avoided. The amount/rates should be filled in figures as well as in words. Correction/Omission/Overwriting/Cuttings should be dated and initialed. Being different in words and figures, the rate written in words shall be taken for calculation.
13. The Tender should be signed at all places provided therein. Also all pages and corrections/alterations should be initialed. Each page of the Tender documents is required to be signed along with the seal by the authorized person/persons submitting the Tender in token of his/their having acquainted themselves with the Instructions to Tenderers, Schedule of quantities and all other clauses of this tender document. Any Tender Document not so signed may be rejected
14. 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. E-Tenders should be filled with neat, legible and correct entries. Indistinct figures should be avoided. The amount/rates should be filled in figures as well as in words. Being different in words and figures, the rate written in words shall be taken for calculation.
15. The successful tenderer shall be intimated about the Award of Work and EMD of other tenderers shall be returned through TENDER WIZARD only, 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.
16. The E-Tender should be signed at all places provided therein. Also all pages and corrections/alterations should be initialed. Each page of the E-Tender documents is required to be signed along with the seal by the authorized person/persons submitting the E-Tender in token of his/their having acquainted themselves with the Instructions to Tenderers, Standard Conditions of Contract, Special Conditions of Contract, Technical Specifications, Technical Criteria, Schedule of quantities, Any E-Tender Document not so signed may be rejected.
17. The Tender shall remain open for acceptance for 120 days from the date of opening of tender.
18. The seller reserves the right to reject any/all Tenders without assigning any reason and shall not be bound to accept highest tender.
19. The Notice Inviting Tender and Instructions to Tenderers, Offer Forms and Tender Schedule shall form the part of Tender Document. This document consists of 18 pages including one index page and one cover page.
20. Interested applicants can download the Tender documents from Tender Wizard site from **19.07.2024 to 9.08.2024** and submit the completed documents with tender document **09.08.2024 by 15:00 hrs.**

for Indian Railway Catering and Tourism Corporation Limited.

AGM/Rail Neer

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

INSTRUCTIONS TO TENDERERS

Indian Railway Catering and Tourism Corporation Limited hereinafter called the Seller, proposes to obtain E-tender from the firm of empty and waste items in accordance with the instructions following hereafter.

1.0 General:

Date & Time of **Opening** of Tender : **09.08.2024 at 15:15 HRS**
(Tender will be opened via online mode through Tender Wizard site, whosoever wishes to check the bids may be present online at the time to witness the opening of Tender.)

- i. This Tender Document can only be viewed in Tender Wizard site and will be submitted/ received only at Tender Wizard site, as prescribed in “INSTRUCTIONS TO THE TENDERERS.”
- ii. EMD shall be paid through Online/RTGS/NEFT mode. 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 Tender Wizard Site and obtain User ID & password which is required for submitting the tender.
- iv. All Annexures, with supporting documents, **Technical Bid** shall be uploaded along with **Financial Bid**.
- v. The applicant should upload complete set of documents in support of Eligibility Criteria.
- vi. Corrigendum/Addendum to this E-Tender, if any, will be published on Tender Wizard Site only. No newspaper press advertisement shall be issued for the same.
- vii. The digital signature of the bidder on the E- tender form will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. No deviations are permitted in any condition of tender including Technical, Commercial and Financial conditions.
- viii. Receipt of EMD paid through RTGS/NEFT is to be uploaded. If the bidder fails to submit, than the Tenderer shall have no claim in this regard against the seller. Bid solemnly be rejected.

2.0 This open E-Tender is based on Two bid system i.e. Technical bid and Financial bid

2.1 Documents to be submitted by Tenderers:

1. The entire tender document should be uploaded duly signed wherever necessary.
2. Other documents as mentioned in this Tender document as well as in Annexure-A.
3. Various Formats as enclosed.
4. Financial Bid as per format enclosed (Annexure -D) through online mode only

2.2 Financial bid –Stage Two- This shall consist of Offer Form for Financial bid and the E-Tender schedule duly filled in the format specified herein in accordance with the instructions and other relevant provisions mentioned in this Tender document.

The Offer form (for Financial Bid – Part B) (Annexure – C) - Stamped, dated and signed.

3.0 Validity:

The submission of any offer connected with this tender document shall constitute an undertaking that the tenderer shall have no cause for and claim, against IRCTC for rejection of the offer. IRCTC 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 IRCTC.

3.1 The offer shall be kept valid for acceptance for a minimum period of 120 (one twenty) days from the date set for opening of tenders.

3.2 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by IRCTC 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 IRCTC by any means. If necessary, IRCTC 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.

4.0 **E-Tender Evaluation:** The entire process of evaluation of the offers shall be in two stages:

- **Stage I:** The Technical bid of all the offers that are received within the date and time mentioned herein shall be opened in presence of those Tenderers or their authorized representatives who choose to be present at the time of opening of the E-Tender. The technical suitability of the Tenderers shall be evaluated based on the verification of the document submitted by Tenderer with the technical bid. The financial bid of only those Tenderers shall be opened who are shortlisted in stage I.
- **Stage II:** The date and time of opening of the Financial Bid – Part B shall be intimated to the shortlisted Tenderers and shall be opened at such appointed date and time in the presence of those tenderers or their representatives who choose to be present. In addition, the following shall also apply.
 - a) During E-Tender evaluation, the IRCTC may, at its discretion, ask the Tenderer for a clarification of its E-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.
 - b) The E-Tenders received will be evaluated by the Purchaser to ascertain the highest acceptable (considering Basic Price + Taxes) Tender in the interest of purchaser, as specified in the specification and E-Tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of the offers.

- 4.1 *Tender will be evaluated on the basis of overall total quoted amount by the bidder.*
- 4.2 **IRCTC reserves the right to accept tender as Deemed fit.**
- 4.3 *Tender will be evaluated on the basis of overall highest rates provided by bidder for items no. 1 to 16 of Financial Bid.*
- 5.0 **Rates:**
- 5.1 The rates finalized against this tender shall be valid for a period of one year from the date mentioned in award of the Contract or till the extended period of the contract whichever is later.
- 5.2 IRCTC may waive any minor nonconformity, or irregularity in a tender document that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 5.3 Prior to the detailed evaluation, IRCTC will determine whether each tender document is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations, exceptions objections, conditionalities, or reservation material deviation, exception, objection, conditionality, or reservation is:
- i) One that limits in any substantial way the scope, quality, or performance of the product/material/materials/service.
 - ii) One that limits, in any substantial way that is inconsistent with the tender documents, IRCTC rights or the successful bidders' obligations under the contract; and
 - iii) One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.
- 5.4 If a bid is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the bidder by correction of the nonconformity. IRCTC's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by IRCTC in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.
- 6.0 Tenders are not transferable.
- 7.0 Bids submitted without EMD (if any), Seal and Pre – qualification requirement etc. as mentioned in tender document shall be summarily rejected.
- 8.0 IRCTC reserves the right to reject or accept any tender in whole or in part on account of credentials, technical capability, past performance or any other evaluation criteria to ensure uninterrupted supply of material. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for the decision.
- 9.0 ***IRCTC reserves the right (a) to enter into parallel contract(s) simultaneously or at any time during the period of the contract with more Tenderers as IRCTC may think fit, and (b) to place ad-hoc contract or contracts simultaneously at any time during the period of this contract with more supplier(s)/ Tenderers(s) for such quantity and such item as the Competent Authority of IRCTC (whose decision shall be final) may determine.***

- 10.0 IRCTC reserves the right to allot either full or partial quantities to the Tenderer.
- 11.0 The Tenderer has to accept the part/whole quantity as per availability of empty and waste items at the accepted rate.
- 12.0 Tenderers are invited to quote their rates through online mode only as per the enclosed format provided in Annexure–C in accordance with the above instructions & all conditions of contract.
- 13.0 However, IRCTC shall not be responsible for any delay. All Tenders received/uploaded after the stipulated time and date may summarily be rejected.
- 14.0 The Tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may summarily, be rejected.
- 15.0 All supporting documents and tender pages should be signed and stamped by the tenderer or authorized signatory.
- 16.0 **Documents to be submitted apart from other enclosures as per attached Annexure - A.**
- 17.0 **Validity:**
- (i) The submission of any offer connected with these specifications and documents shall constitute an undertaking that the tenderer shall have no cause for any claim, against the seller for rejection of the offer. The Seller 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 seller.
 - (ii) The offer shall be kept valid for acceptance for a minimum period of 120 (one twenty) days from the date of opening of tenders.
 - (iii) 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 seller 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 seller by any means. If necessary, the seller 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.
 - (iv) The contract shall be awarded for a period of 01 (one) year, with provision of extension for a further period of 06 (six) months at the sole discretion of IRCTC.

18.0 Rates:

The Tenderers should quote rates excluding any kind of levies & taxes (i.e. GST) as applicable at the time of removal, will be charged extra from the tenderer by the seller.

- 18.1 Tax Collection at Source and surcharge etc., if applicable will be collected from Tenderer as per the statutory guidelines.
- 18.2 The rates finalized against this tender shall be valid for a period of 01 (one) year and extended period from the date as will be mentioned in the letter of acceptance.
- 18.3 The seller may waive any minor nonconformity, or irregularity in a bid that does not constitute a deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

19.0 Prior to the detailed evaluation, the Seller will determine whether each bid is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations, exceptions, objections, conditionalities, or reservations. A material deviation, exception, objection, conditionality, or reservation is:

- a. One that limits in any substantial way the scope, quality, or performance of the product/material/stores.
- b. One that limits, in any substantial way that is inconsistent with the tender documents, the Seller rights or the successful bidders' obligations under the contract; and
- c. One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by the Seller and may not subsequently be made responsive by the bidder by correction of the nonconformity. The Seller's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by the Seller in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.

20.0 Earnest Money:-

- 20.1 The Earnest Money shall remain deposited with the seller for a period of 120 days from the date of opening of the tenders.
- 20.2 No interest shall be payable by the seller on the Earnest Money.
- 20.3 The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.
- 20.4 The Earnest Money of the successful tenderer will be returned after the Security Deposit as required is furnished.
- 20.5 The Earnest Money of the unsuccessful tenderer will be returned within 30 days.
- 20.6 **Benefits to registered SSI /MSEs firms:** Exemption from payment of Earnest Money.

20.7 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 one years.

Further, following will be applicable:

21.0 The Seller reserves the right to allot either full or partial quantities to Contractors for which there shall be no variation in the rates.

22.0 Tenders are not transferable. The Seller reserves the right to reject any or all of the tenders in part or full at his sole discretion without assigning any reasons.

23.0 The Seller reserves the right to reject or accept any tender in whole or in part on account of credentials, capability, past performance or any other evaluation criteria to ensure uninterrupted lifting of material. The decision of the Seller in this regard will be final. The tenderer shall purchase the accepted part/whole quantity at the quoted rate.

24.0 The successful bidder shall arrange **to sign the contract agreement** within a period of **30 days**. Till then the letter of award & tender document shall be the binding agreement between the parties. The cost of stamp duty for the execution of the agreement will be borne by the contractor as per rates fixed by the State Government.

25.0 The total approximate number of different types/size of empties/wastes likely to be offered for removal at Rail Neer Plant, Nangloi would be as mentioned in Annexure-B.

26.0 The quantity may, however be increased or decreased by the seller & the Tenderer will only be paid for quantity actually removed. No protest or claim in respect of any increase or decrease in the number of empties shall be entertained.

27.0 In case of any empty/waste offered for removal and delivery thereof is not taken shall be inspected by any officer on behalf of the Seller and if considered the same shall be disposed off else where at the cost & risk of the contractor.

28.0 The empties/waste will be removed by the Tenderer to his own premises after taking delivery. He or his representative shall not clean, wash or repair any empty/waste material in Seller Premises.

29.0 The empties/waste will be delivered by the Store Incharge of the Seller or any staff deputed in his behalf on **AS IS AND WHERE IS BASIS** and Tenderer or his representative shall have no objection to condition, shape or quality, of any empty/waste. No empties/wastes will be cleaned, washed or repaired by the Seller.

30.0 Security Deposit:

The Security equivalent to 10% of the value of the contract shall be deposited by the successful tenderer within 15 days from the receipt the intimation of the acceptance of the tender by way of RTGS/NEFT in favour of Indian Railway Catering and Tourism Corporation Ltd., payable at New Delhi. No interest shall be payable by the seller on the

Security Deposit which will remain deposit for a period of 20 months from the commencement of the contract.

- 33.1 If the Tenderer Exit from Contract after issue of LoA before commencement of service without depositing Security Deposit. Firm will be debarred for 01 years for participating in all future tender of IRCTC. After one year offer of the firm will only be considered on submission of EMD.
- 33.2 If the Tenderer Exit from the contract after depositing License Fee and/or Security Deposit and after commencement of Service. Firm will be debarred for 01 years for participating in all future tender of IRCTC. After one year offer of the firm will only be considered on submission of EMD.
- 31.0 The Tenderer will be required to collect empties/wastes as per the direction of the Seller. The removal of empties/waste shall be in a phased manner.
- 32.0 The seller reserves the right to get the empties/waste removed direct from else where in case of failure of compliance of orders at the risk and cost of the contractor without any notice.
- 33.0 The empties/wastes will be removed by the Tenderers at his own cost and no freight/labour charges will be paid by the seller.
- 34.0 The contract will be valid for a period of 01 (one) years from the date as will be mentioned in the letter of acceptance which is further extendable upto 06 months.
- 35.0 The Purchaser will make 100 percent payment at the time of taking delivery of the material. The payment against sale of empties/wastes will received by RTGS/NEFT in favour of Indian Railway Catering and Tourism Corporation Limited payable at New Delhi.
- 36.0 Tenderers are invited to quote their rates in the enclosed schedule in accordance with the terms and conditions of the tender document.
- 37.0 **Procedure for removal of Scrap/Waste/Empties:-**
- A. Removal of Scrap/Waste/Empties will be made at least **‘twice in a month’** during the currency of contract with the permission of the Plant Administration within the issued time frame. **The period and dates for scrap removal would be allotted & addressed to the successful bidder through letter of award.**
- B. At the time of counting/weighing of Scrap/Waste/ Empties, successful bidder or his representative will be present at the spot and should counter sign the Scrap/Waste/Empty Weighment Bridge Slip. On behalf of the Seller, Store In charge and Finance Executive will be present there and counter sign the Scrap/Waste/Empty Weighment Bridge Slip.
- C. Weighing to be done at any authorized Weighment Bridge/Electronic weighing scale at Railneer Plant in the presence of representative of buyer and seller. If weighing is done

through weighment bridge then Empty vehicle to be weighed in the Weighment Bridge first to know the tare weight of the truck/vehicle.

- D. Material to be loaded by the firm duly segregating.
- E. Loaded vehicle to be weighed in the same Weighment Bridge where the empty truck was weighed for large quantities. Petty items may be weighed at plant in presence of IRCTC nominated committee member.
- F. The required fees for the weighing to be paid by the Contractor.
- G. The necessary invoice to be prepared by IRCTC and handed over to the purchaser.
- H. The final measurement will be approved on the base of weight to be done at Authorized Weighbridge and the cost of the weighing at weighbridge in front of IRCTC personnel's will be borne by the contractor.
- I. Address of the Plant (from where the empties/wastes to be lifted);

Rail Neer Plant,
IRCTC Ltd.,
Northern Railway Wireless Station Area,
Opp. Nangloi Bus Depot No. 3,
Nangloi, New Delhi – 110 041

40.0 **PENALTY:** In case of successful tenderer failed to lift the material as schedule given by IRCTC. The IRCTC has liberty to lift the waste disposal from other/third party on tenderer risk and penalty may be charge on the tenderer upto 5% on value of waste disposed. The successful bidder has to lift the all generated waste from Nangloi Rail Neer Plant twice in a month **AS IS AND WHERE IS BASIS.**

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

42.0 **DISPUTES SETTLEMENT:**

Any differences / disputes arising out of this contract will be subjected to the jurisdiction of the courts of Delhi / New Delhi and are governed by the Laws of India.

Requirement of documents
(For Removal of Waste and Rejected Items)

S.N.	Particulars	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.	Office: (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 and commencement of business etc and list of present Directors with addresses. (*)		
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 any other Railways or Ministry of Railways.		
ESSENTIAL REQUIREMENT			
4.	If the bidder is Micro and Small Enterprises than enclose the copy of registration certificate for UAN.		
5.	Earnest Money of Rs.40,800/-		
6.	GSTIN No. (Enclose copy of the same)		
7.	Copy of Permanent Account Number (PAN) allotted by Income Tax Dept.		
8.	Annual Turnover: The firm should have Turnover equal to a minimum of (a) For non-SSI/MSE firms: 150% of the estimated E-Tender value i.e Rs.30.66/- Lakh of estimated tender value of	Year	Annual Turnover In Rs. (lakhs)
		i) 2020-21	
		ii) 2021-22	

<p>Rs.20.44 lakh or more in last three financial years i.e. 2020-21, 2021-22 and 2022-23.</p> <p>(b) For SSI/MSE firms: 25% of 150% of total contract value i.e.Rs.7.67 lakh or more in last three financial years i.e. 2020-21, 2021-22 and 2022-23.</p> <p>Note-</p> <p>(i) For SSI/MSME firms proof of their being SSI/MSME registered to be submitted.</p> <p>(ii) All MSME bidders have to upload a document along with other credentials in IRCTC tender that they have declared UAM number on CPPP.</p> <p>iii) Bidder should submit a copy of CA certificate along with name and membership no. and UDIN no. of the Chartered Accountant</p>	<p>iii) 2022-23</p>		
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Non submission of proof / documents against any of the Essential Requirement above i.e. from SN-4 to SN-8 may lead to disqualification of firm.

IRCTC may demand any document or clarification on submitted documents, required for finalization of highest bidder.

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

I/We hereby understand that the submission of offers/ bids does not guarantee award of tender. I/We further understand that in case of any information submitted by me/ us being found to be incorrect either before or even after the award of tender or if the documents / information submitted by me / us are found to be forged / false, IRCTC will have the right to summarily reject the bid, cancel the tender or revoke the same at any time and forfeit the security deposit without assigning any reason whatsoever. This will be in addition to any other action that purchaser may deem fit in the facts and circumstances of the case.

Date:

.....

(Signature of the Applicant)

Name.....

Address:.....

SEAL

OFFER FORM-TECHNICAL BID PART - A

Annexure-B

To

**Addl. General Manager,
Rail Neer,
Rail Neer Plant, IRCTC Ltd.,
Northern Railway Wireless Station Area,
Opp. Nangloi Bus Depot No. 3,
Nangloi, New Delhi – 110 041**

**Ref: Open E-Tender No. IRCTC/RAIL NEER/WASTE DISPOSAL/2024 dated
19.07.2024**

Sir,

- a. I/We hereby offer our bid for removal of empty and waste items (i.e. empty corrugate boxes, empty polyethylene bags, waste plastics etc.) from Rail Neer Plant, Nangloi, New Delhi for a period of 01 (one) year from the date as will be mentioned in the letter of acceptance as per the instruction to Tenderers of the tender document at the rates as indicated in the Tender Schedule enclosed.
- b. I/We hereby enclose the detail of NEFT/RTGS for Rsas Earnest Money Deposit or valid document for exemption.
- c. We agree to keep our offer valid for 120 days from the date of opening of Tender; and shall be bound by a communication of acceptance within that time to lift the empties/wastes in accordance with the tender, notwithstanding that a formal contract may be signed at a later date.
- d. I/We understand and agree that the quantity indicated in the schedule is approximate only and is likely to increase or decrease.

Yours faithfully,

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

Seal

OFFER FORM-FINANCIAL BID PART - B

Annexure-C

To

**Addl. General Manager,
Rail Neer,
Rail Neer Plant, IRCTC Ltd.,
Northern Railway Wireless Station Area,
Opp. Nangloi Bus Depot No. 3,
Nangloi, New Delhi – 110 041**

**Ref: Open E-Tender No. IRCTC/RAIL NEER/WASTE DISPOSAL/2024 dated
19.07.2024**

Sir,

- a. I/We hereby offer our bid for removal of empty and waste items (i.e. empty corrugate boxes, empty polyethylene bags, waste plastics etc.) from Rail Neer Plant, Nangloi, New Delhi for a period of 01 (one) years from the date as will be mentioned in the letter of acceptance as per the instruction to Tenderers of the tender document at the rates as indicated in the Tender Schedule enclosed.
- b. We agree to keep our offer valid for 120 days from the date of opening of Tender; and shall be bound by a communication of acceptance within that time to lift the empties/wastes in accordance with the tender, notwithstanding that a formal contract may be signed at a later date.
- c. I/We understand and agree that the quantity indicated in the schedule is approximate only and is likely to increase or decrease.

Yours faithfully,

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

Seal

Price Bid

**TENDER SCHEDULE FOR OPEN E-TENDER NO. IRCTC/RAIL NEER/ WASTE
DISPOSAL/2024 Dated 19.08.2024**

SN	Details of Empties/Waste	Unit	Approx. quantity for year	Unit Rate (in Rs.)	Amount (in Rs.)	Applicable GST %	GST Amount (in Rs.)	Total Amount including GST
1	Cartons of Preforms weight (approx. 0.800 kg. each)	Nos.	27816					
2	Cartons of Preform 500 ml weight (approx 1.20 kg. each)	Nos.	5064					
3	Carton of Caps of 1ltr & 500ml weight (approx. 1.20 kg. each)	Nos.	5088					
4	Torn/Oily Cartons of preform (0.650Kg, Prefom 500ml 0.800 Kg and Cap 0.800 Kg)	Kg.	11222					
5	Torn/Oily Cartons of Rail Neer 1000ml (200 gms.)	Nos.	461					
6	Torn/Oily Cartons of Rail Neer 500ml (250gms)	Nos.	1773					
7	Polythene waste of Preforms (approx. weight 48gm (1000ml)	Nos.	1907					
8	Polythene waste of Cap (approx. weight 87.19gm 1000ml & 500ml)	Nos.	633					
9	Polythene waste of Preform (approx. weight 106 gm (500ml)	Nos.	766					
10	PET Bottles & preform (approx. wt.19.55 gm each)	Nos.	14173					
11	PET Bottles & preform (approx. wt. 13.50 gm each)	Nos.	2302					
12	Waste Plastic Caps (approx. wt. 1.64gm each)	Nos.	1082					
13	Waste BOPP labels 1000 ml & 500ml	Kg.	404					
14	Waste LDPE Shrink film	Kg.	2657					
15	Waste Craft paper Core (250 gms & 1000 gms)	Kg.	8971					
16	Carton Binding Strips	Kg.	2400					
	Total							

Note:

1. Price variation will not be permitted. The tenderer should quote only unit price valid for a period of one year and till extended period, irrespective of ordered quantity, from the date as will be mentioned in the letter of acceptance.
2. The quantity indicated in the schedule is approximate only and is likely to increase or decrease. Seller reserves the right to extend the contract for a further period of 06 (six) months on the same rates, terms and conditions.
3. The Tenderers should quote rates excluding any kind of levies & taxes as applicable at the time of removal, will be charged extra from the tenderer by the seller.
4. Material should be removed as per given schedule as mentioned in the letter of work award.
5. The tender will be finalized on total value/amount of the bid of item from 1 to 16.

(Name and Signature of Tenderer)

(Seal)