



**INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED**

**E-TENDER DOCUMENT**

**E-TENDER No. 2020/IRCTC/SCZ/RNP/BSP/Drive-in Racking System dated 09.01.2020**

**Open E-Tender for Design, Supply and Installation of Drive-in Pallet Racking System (Storage System), at Rail Neer Plant, Bilaspur (Chhattisgarh) from OEM (Original Equipment Manufacturer)**

Last Date and Time of **Submission** : **30.01.2020 by 15:00 hours**

Date and Time of **Opening** of E-Tenders : **30.01.2020 at 15:30 hours**  
(Technical Bid – Stage- A)

Place of Opening of E- Tenders : M/s Indian Railway Catering and Tourism Corporation Ltd.  
South Central Zone, # 9-1-129/1/302, 3rd Floor,  
Oxford Plaza, S.D Road, Secunderabad – 500003,  
Ph. 040-27702401; Fax 040-27715983.

Address for Communication : Plant Manager  
Indian Railway Catering and Tourism Corporation Limited  
Rail Neer Plant, Plot No. 22 & 23, Sector B,  
Sirgitti Industrial Area, Bilaspur dist. (C.G) – 495004  
Phone - 8287932215

Earnest Money Deposit : **Rs. 87,500/-**  
as per details given in “Instructions to E- tenderers”

Approx. value of E-Tender : **Rs. 35.00 lakhs**

E-Tender form Price : **NIL**

## **DISCLAIMER**

- 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 in 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 employee or advisors to take into consideration the financial and investment objectives, financial situation as well 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 the Bid document.

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

NOTICE INVITING TENDER

**Sub: Open E-Tender for Design, Supply and Installation of Drive-in Pallet Racking System (Storage System) at Rail Neer Plant, Bilaspur (Chhattisgarh) from OEM (Original Equipment Manufacturer).**

**Ref: E-TENDER No. 2020/IRCTC/SCZ/RNP/BSP/Drive-in Racking System dated 09.01.2020.**

1. Sealed E-tenders are invited by Indian Railway Catering and Tourism Corporation Limited., Secunderabad for **Design, Supply and Installation of Drive-in Pallet Racking System (Storage System), at Rail Neer Plant, Bilaspur (Chhattisgarh) from OEM (Original Equipment Manufacturer)** as per the specifications laid down in this E-Tender Document.

Date and Time of opening of Tender (Technical Bid – Stage- A): **30.01.2020 at 15:30 hours.**

Description of Item	Approximate Value of tender (In Rs.)	Capacity
<b>Design, Supply and Installation of Drive-in Pallet Racking System (Storage System), at Rail Neer Plant, Bilaspur (Chhattisgarh)</b>	<b>35 lakhs</b>	<b>As per tender schedule</b>

2. Sealed E- Tender with requisite Earnest Money of **Rs. 87, 500/- (Rupees Eighty Seven Thousand Five Hundred only)** paid through NEFT/RTGS in favour of Indian Railway Catering and Tourism Corporation Limited) the same shall be opened in the presence of intending E- Tenderers on the same day at the same address. E- Tenders received after last date and time shall not be entertained. IRCTC shall not be responsible for any delays/loss.
3. This E- Tender consists of two Parts – **Technical Bid - Stage A and Financial Bid – Stage B**. The Bids should be submitted in two separate Stages following the procedure laid down in the clause 2.0 of instructions to E- Tenderers.
4. 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. Correction / Omission / Overwriting / Cuttings should be dated and initialed.
5. 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 E- Tenderers, Standard Conditions of Contract, Special Conditions of Contract, Technical Specifications, Technical Criteria, Schedule of quantities and all other clauses of this E- Tender document. Any E- Tender Document not so signed may be rejected.
6. The successful Tenderer shall be intimated about the Award of Work and EMD of other Tenderers shall be returned without any interest on the amount deposited after one month of the expiring of the bid validity period. No interest shall be payable on EMD.
7. The E- Tender shall remain open for acceptance for 120 days from the date of opening of E- Tender.

8. Indian Railway Catering and Tourism Corporation Limited, reserves the right to reject any/all E- Tenders without assigning any reason.
9. The Notice Inviting E- Tender and the enclosed Specifications, Instructions to E-Tenderers, Standard Conditions, Special Conditions, Technical Criteria, Offer Forms, E-Tender. Schedule, shall form the Part of E- Tender Documents. This document consists of 26 pages including one index page and one cover Page.
10. Interested applicants can download the E- Tender documents from our website [www.irctc.com](http://www.irctc.com) from 09.01.2020 to 30.01.2020 and submit the completed documents on or before 30.01.2020 by 15.00 hours.
11. This Tender Document can only be viewed at <https://www.irctc.com> & <https://www.tenderwizard.com/IRCTC> and will be submitted/ received only at <https://www.tenderwizard.com/IRCTC> , electronically only.
12. EMD shall be paid through RTGS/NEFT duly log in to tenderwizard site. In case of non - payment of the said EMD amount, the bid will be summarily rejected.
13. To participate in the E- Tender, it is mandatory for the bidders to register themselves with M/s ITI without any payment on the website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) and obtain User ID & password which is required for submitting the tender. It may please be noted for submission of bid; Class- III digital signature will be required.
14. **Technical Bid** shall be uploaded along with **Financial Bid**, including all Annexures, with supporting documents.
15. The applicant should upload complete set of documents in support of Eligibility Criteria.
16. Corrigendum/Addendum to this Tender, if any, will be published on website [www.irctc.com](http://www.irctc.com), [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC), No newspaper press advertisement shall be issued for the same.

For any difficulty in downloading & submission of tender document on website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC), please contact at **tenderwizard.com Cell no: 8247482565 / Email ID: helpdesk705@gmail.com, twhelpdesk680@gmail.com**. 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 deviation is accepted.

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

**INSTRUCTIONS TO E-TENDERERS**

The Indian Railway Catering and Tourism Corporation Limited (IRCTC) hereinafter called the purchaser, proposes to obtain sealed **E-Tender for Design, Supply and Installation of Drive-in Pallet Racking System (Storage System), at Rail Neer Plant, Bilaspur (Chhattisgarh) from OEM (Original Equipment Manufacturer).**

**1. GENERAL:**

Date & Time up to which offers will be received : **30.01.2020 by 15.00 hrs.**  
Date & Time of Opening of Technical Bid (Stage A) : **30.01.2020 at 15:30 hrs.**  
Time of opening of Financial Bid (Stage B) : To be intimated separately to the  
E-Tenderers short-listed on the basis of  
Technical bids.

The E-Tender to be  
Addressed to

:  
Group General Manager  
IRCTC, South Central Zone,  
#9-1-129/1/302,  
3<sup>RD</sup> Floor, Oxford plaza,  
S.D.Road, Secunderabad-500003  
Ph. 040-27702401; Fax 040-27715983

**2.0 Pre-Qualification requirements:** This Tender is based on Two Packet system. The E-Tenderer shall submit his bid in two separate envelopes marked "Technical Bid – Part A" and the second one marked "Financial Bid – Part B". The contents of the "Technical Bid – Part A" shall be as follows:

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

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

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

**2.3 Documents to be submitted by E-Tenderers:**

- I. With the Technical bid – Part A:
  1. All the details/relevant documentary evidences as per Technical Criteria (Annexure – III).

2. Earnest Money Deposit of Rs.87, 500/- (Rupees Eighty Seven Thousand Five Hundred Only) in the form mentioned elsewhere in this Tender Document.
3. The offer form (marked as Technical Bid – Part A) (Annexure – IV) stamped, dated, and signed.
4. The entire tender document in original duly filled (as required), stamped dated and signed on each page except Annexure V and VI, be submitted.

Note:

- a. All the E-tender papers should be serially numbered. The Page No.1 (One) of the E-tender document should be kept as page no. 1 (One).
- b. **All the documents, in support of Technical Bid – Part A should be attested by authorized signatory.**

II. With Financial bid – Part B:

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

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

**3.1** Ministry of Micro, Small and Medium Enterprises (MSME) vide letter no. 21(1)2011-MA dated 25.04.2012 has notified a new public procurement policy for Micro and Small Enterprises (MSEs). Whereby the small scale units (SSI) / Micro and Small Enterprises (MSEs) can avail the following benefits if registered with (i) District Industries Centers or (ii) Khadi and Village Industries Commission or (iii) Khadi and Village Industries Board or (iv) Coir Board or (v) National Small Industries Corporation or (vi) Directorate of Handicrafts and Handloom or (vii) any other body specified by Ministry of Micro, Small and Medium Enterprises.

- a) Issue of E-Tender form free of cost.
- b) Exemption from payment of Earnest Money.

These benefits shall be given only if the firm / company annex with bid duly attested copy of a valid SSI / MSE registration certificate and the item **related to manufacturing of machinery , equipment, metal furniture, installation of machinery & equipment, metal storage solution etc.** is mentioned in his SSI / MSE registration certificate.

**3.2** The SSI /MSE who are interested in availing themselves of these benefits shall enclose with their offer the proof of their being SSI /MSE registered with any of the agencies mentioned in the para 3.1 above.

**3.3** 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. E- Tenders for a period of two years.

**3.4** IRCTC reserves the right to award the contract to SSI / MSE units only up to their manufacturing capacity given in their SSI / MSE registration certificate.

#### 4.0 VALIDITY:

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

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

- Stage 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 E-tenderers or their authorized representatives who choose to be present at the time of opening of the E-tender. The technical suitability of the E-tenders shall be evaluated based on the verification of the document submitted by E-tenderer with the technical bid. The financial bid of only those E-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 E-Tenderers and shall be opened at such appointed date and time in the presence of those E-tenderers or their representatives who choose to be present. In addition, the following shall also apply.
  - a) During E-tender evaluation, the purchaser may, at its discretion, ask the E-Tenderer for a clarification of its E-tender. The request for clarification and response shall be in writing, and no change in the price or substance of the E-tender shall be sought, offered or permitted in response.
  - b) The E-tenders received will be evaluated by the Purchaser to ascertain the lowest acceptable E-tender in the interest of purchaser, as specified in the specification and E-tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of the offers.

#### 6. Rates

- 6.1 **The E-tenderers should quote rates and GST as applicable separately in the E-tender schedule. The offer quoted inclusive of GST will be rejected.**
- 6.2 **The GST as applicable should be mentioned separately in the space provided in the E-tender schedule.**
- 6.3 The rates finalized against this E-tender shall be valid for a period of three (03) months from the date as will be mentioned in the letter of acceptance **or from the date of approval of drawing/design of racking system.** The purchaser reserves the right to defer

deliveries (i.e. slowdown the supplies) and enhance delivery period by another One (1) month beyond the due date of delivery on the same rates, terms and conditions.

- 6.4 The Purchaser may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 6.5 Prior to the detailed evaluation, the Purchaser will determine whether each bid is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the E-Tender Documents without material deviations, Exceptions, objections, conditionalities, or reservations. A material deviation, exception, objection, conditionality, or reservation is:
- a. One that limits in any substantial way the scope, quality, or performance of the product/material/stores.
  - b. One that limits, in any substantial way that is inconsistent with the tender documents, the Purchaser rights or the successful bidders' obligations under the contract; and
  - c. One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.

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

7. **Earnest Money:**

- 7.1 E-Tenderers are required to remit EMD amount of **Rs. 87, 500/- (Rupees Eighty Seven Thousand Five Hundred Only) through RTGS/NEFT duly log in to tender wizard site**. In case of non-payment of the said EMD amount, the bid will be **summarily** rejected.
- 7.2 The Earnest Money shall remain deposited with the purchaser for a period of 120 days from the date of opening of the E-tenders. If validity of the offer is extended, the Earnest Money duly extended shall also be furnished, failing which the offer after the expiry of the aforesaid period shall not be considered by the purchaser.
- 7.3 No interest shall be payable by the Purchaser on the Earnest Money.
- 7.4 The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the E-tender in any respect within the period of validity of his offer.
- 7.5 The Earnest Money of the successful tenderer will be returned after the Security Deposit as required is furnished.
8. E-Tenders are not transferable. The purchaser reserves the right to reject any or all the E-tenders in part or full at his sole discretion without assigning any reasons.
9. E-Tenderers are invited to quote their rates in the enclosed schedule in accordance with the above instructions and special conditions of contract.
10. E-Tender will be accepted online only, no other form of submission will be accepted other than online.
- 10.1 Offers shall be as per terms and conditions and specifications given in the E-tender document. Deviations, if any, must be brought out in a separate deviation sheet detailing

clause number of the tender document, stipulation as per the clause and deviation asked for (as per Annexure VIII). Otherwise, the tenderer shall be deemed to have accepted all provisions of the tender documents. The purchaser however, reserves the right to accept or reject these deviations and his decision thereon shall be final and binding.

- 10.2 Each page of the offer should be numbered and signed by the tenderer at the bottom. A reference to the total number of the pages comprising the offer must be made on the top right hand side corner of the first page of the offer.
11. The E-Tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paragraphs are completely and correctly fulfilled. E-Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.
12. Acceptance of tender:
  - 12.1 The purchaser reserves the right to reject any or all of the E-tenders in part or full on his sole discretion without assigning any reasons.
  - 12.2 IRCTC does not pledge itself to accept the lowest or any E-tender and reserves the right of acceptance of the whole or any part of the quantity offered. The decision of IRCTC with regard to allotment of quantity will be final. The E-tenderers shall supply the whole quantity at the quoted rate.
  - 12.3 The acceptance of E-tender will be communicated by letter of acceptance directly to the E-tenderer. In case where a counter offer is issued, the unprovisional acceptance of counter offer will result in a validity concluded contract, though formal letter of acceptance may be forwarded to the vendor on a later date.

### 13. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS:

#### 13.1 PROJECT BRIEF:

The Indian Railway Catering and Tourism Corporation Ltd (IRCTC), a PSU under the Ministry of Railways. IRCTC having its packaged drinking water bottling plant at Bilaspur (Chhattisgarh) with production capacity of 72,000 bottles per day. Storage solution is required for storage of about five day's production stock boxes/cases of packaged drinking water bottle. The storage solution shall include drive-in Pallet racking system.

#### 13.2. SCOPE OF WORK:

The scope of work includes **Design, Supply and Installation of Drive-in Pallet Racking System (Storage System), at Rail Neer Plant, Bilaspur (Chhattisgarh)**. The layout plan of the proposed storage area of the plant is placed at Annexure-VII. **Accordingly, bidders shall submit the PERT (Program Evaluation Review Technique) chart along with drawing/design to accomplish the racking system.**

### 14. TECHNICAL SPECIFICATION:

Drive-In Pallet Racking systems shall efficiently store the loaded pallets (approx. weight 1000 kg) through driver operated Forklift Truck. Fork Lift Truck will enter in the racking system and place the load on pallet support. Drive-In racking systems load and retrieve from the same side, creating Last-In-First-Out (LIFO) inventory retrieval.

All Basic structural components of the system such as Frame (Assembly of Upright, Bracing and Base Plate), Guided pallet support are manufactured to a code of practices as

recommended by Storage Equipment Manufacturers Association (SEMA) or as per British standard (BS 5950).

#### 14.1 DRIVE-IN-PALLET RACKING SYSTEM:

- Pallet size considered: 1350 mm (L) x 1000 mm (W) x 150 mm (H)
- Load per pallet: 1000 Kg
- Load bearing members of the system are made out of High strength HR steel having properties equivalent to grades specified by IS 5986:2002 / IS 2062:2006
- System specification: Drive In System (LIFO).
- For long life and protection from corrosion, all components shall have anti-rust treatment, powder coated for obtaining a smooth, and scratch resistant.
- No. of loading level: G + 2 (Ground + Two).
- Equipped with guide rails and upright guard.
- Block A 6 deep and 19 bay
- Block B 5 deep and 16 bay
- Total Pallet Positions : 582
- Material Handling Equipment shall be Fork lift
- Overall width, last loading level height, clearance of the Fork Lift from that of the cantilever arms, overhead guard width etc. shall be decided by the vendor.

#### 14.2. OPERATIONAL REQUIREMENT:

- The successful OEM/bidder will submit and get approved drawing/design from IRCTC prior to start manufacturing the drive in racking system. The successful OEM/bidder shall provide technical Manual each in Soft & Hard copy containing following information-

S.N	DOCUMENT TO BE SUPPLIED
1	Design and operational Characteristic (Drive in racking)
2	Operation manual (Drive in racking)
3	All engineering drawings, P&ID, as built drawings (Drive in racking)
4	Calibration certificates if any
5	Warranty / Guarantee (Drive in racking)
6	Civil foundation drawings (Drive in racking)
7	Pre installation requirements (Drive in racking)
8	Installation Requirements

#### 15. INSPECTION AND TESTING:

Testing and inspection of drive in rack shall necessarily be carried out by IRCTC at factory/ manufacturer premises in presence of representative of the Department. Drive in Racking System shall be offered for inspection and testing at factory/ manufacturers works. The successful tenderer shall give a notice of minimum two weeks for carrying out such tests.

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

#### 16. TRIAL RUN/ RUNNING – IN – PERIOD:

After successful installation of drive in racking a trial of storage system shall be carried out for One week (7 days). After the drive in racking system has operated without any major break down/trouble, it shall be taken over by IRCTC and this shall be the date of acceptance/ taking over.

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**INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED***(A Government of India Undertaking)***STANDARD CONDITIONS OF THE CONTRACT**

1. E-Tender should be accompanied by earnest money deposit as mentioned in E-tender **through RTGS/NEFT duly log in to tender wizard site** in favor of **INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED**. Earnest Money in any other form shall not be acceptable.  
No interest shall be paid on EMD for the period during which the deposit lies with Indian Railway Catering and Tourism Corporation Limited.
2. Full details of materials including the manufacturer's name and brand of items must be mentioned wherever applicable.
3. Date of delivery prescribed shall be deemed to be the essence of the purchase order/contract. **Deliveries should be completed up to/within three (03) months from the date of approval of drawing/design of racking system.**
4. Tender is required to be submitted with drawing, specifications and submitted as such, shall be deemed to mean that the bidder submitting such a bid is fully acquainted with the technical details.
5. The price quoted must be firm and free from escalation.
6. Bidders should clearly state the percentage of discount, if offered by them.
7. **BID PRICES:**
  - a. The bidders are requested to furnish detailed break-up of taxes duties & levies considered by them on various components of work. The bidder should indicate the basic price, GST & Freight, etc in their bid.
  - b. Bidder should mention its after service stations in India to provide after sales service satisfactorily.
  - c. Calibration & recalibration to be done by the successful OEM/bidder as & when required by IRCTC Ltd. during first three months should be included in the bid price which needs to be specified.
  - d. Bidder shall provide a complete list of recommended spare parts of drive-in Pallet Racking system.
8. **BID CURRENCY:**  
  
For all material and equipment and services covered in this Bidding Document prices shall be quoted in Indian Rupees only.
9. **SECURITY DEPOSIT:**
  - 9.1. The successful OEM/bidder shall, after written notices of acceptance of the E-tender, deposit with the Corporation (in the form of Demand Draft/Bank Guarantee in favour of "Indian Railway Catering and Tourism Corporation Limited" drawn on scheduled commercial bank payable at Secunderabad) a sum equal to **five percent (5%)** of the total contract value detailed in the contract for which the E-tender has been

accepted as a security for the due fulfillment of the contract. No interest will be payable on the Security Deposit. Security deposit shall be returned after successful completion of the work.

- 9.2. If the successful OEM/bidder, having been called upon by the Purchaser to furnish security fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser-
- (a) to recover from the successful OEM/bidder the amount of such security deposit by deducting the amount from the bills of the successful OEM/bidder of the Contract or pending bills of the successful OEM/bidder under any other contract with the Purchaser, or
  - (b) to cancel the contract or any part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the Contactor and in that event the provisions of Clause 12 (b) shall apply as far as applicable.
  - (c) The successful OEM/bidder is required to submit the security deposit within 15 days from the issue of the letter of award by IRCTC.
- 9.3. No claim shall lie against the Purchaser in respect of interest on Security Deposit or depreciation thereof.
- 9.4 The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the successful OEM/bidder in the fulfillment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer due to any act or other default, recoverable by the Purchaser from the successful OEM/bidder in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the successful OEM/bidder to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the successful OEM/bidder under this or any other contracts with the Purchaser.

#### **10. TIME AND EXTENSION FOR DELAY:**

The time allowed for execution of the supply, installation and commissioning of drive in racking system as specified in the E-tender or the extended time in accordance with the conditions laid down in this E-tender, shall be the essence of the E-tender. If the successful OEM/bidder commits default in commencing the work as aforesaid, IRCTC shall without prejudice to any other right (s) or remedy be at liberty to exercise the Penalty clause no. 11 and Failure and Termination clause no.12.

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

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

**11. PENALTY CLAUSE**

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

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

The amount of compensation may be adjusted or set off against any sum payable to the successful OEM/bidder under this contract with the Purchaser.

**12. FAILURE AND TERMINATION:**

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

- a) Liquidated Damages: For any delay in commissioning of the equipment due to the fault of the successful OEM/bidder, or any discontinuity in the operation of the existing plant set up, then liquidated damages @ 0.5 % per week of total contract value for delay subject to maximum 10% of the contract value, will be levied on the successful OEM/bidder. The discretionary powers in this regard shall however be vested on the Group General Manager, South Central Zone of IRCTC.

**13. RISK PURCHASE/WORK:**

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

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

**14. IMPORT LICENSE AND FOREIGN EXCHANGE VARIATION:**

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

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

15. **WARRANTY:**

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

This warranty shall remain valid for a period of one year from the date of commissioning/handing over of Drive-in Racking system to IRCTC.

Any complaint during this warranty shall be attended to within 24 hours by the successful OEM/bidder.

16. **STATUTORY DEDUCTIONS.**

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

17. **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 shall be as per IRCTC circular dated 05.09.2012.

18. **DISPUTES SETTLEMENT:**

Any differences / disputes arising out of this contract will be subjected to the jurisdiction of the courts of Hyderabad and as governed by the law of India.

19. **LABOUR RULES:**

In respect of all labour directly or indirectly employed on the works by the firm, the firm shall comply with and implement all the Provisions of the Contract Labour (Regulation and Abolition) Act 1970, or any amendment thereof, and all legislation and Rules of the state and/or Central Government.

20. **FORCE MAJEURE:**

Neither party shall be liable for failure to perform or delay in performing any obligation under this contract if the failure or delay is caused by any circumstances

beyond its reasonable control, including but not limited to acts of God , war, civil commotion or industrial dispute. If such delay or failure continues for at least 30 days, the party not subject to force majeure shall be entitled to terminate the contract by notice in writing to the other.

21. **CORRUPT PRACTICES:**

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

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

- I. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- II. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of IRCTC and include collusive practices among bidders (prior to or after bid submission) designed to get itself short listed for participating in the bidding process, to establish bid prices at artificial, non-competitive levels and to deprive IRCTC of the benefits of free and open competition; Will reject a proposal for award if it determines that the tenderer being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

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

\*\*\*\*\*

**SPECIAL CONDITIONS OF CONTRACT****1. FIRMS OFFER:**

- a) Firm should specify the maximum and average load carrying capacity of the material and equipment at ambient temperature.
- b) Responsibility for completeness of the offer. Any fittings or accessories or terms or conditions which may not be specifically mentioned in the specification/ document but which are usual or necessary for the essential functioning of the material and equipment be offered/ binding by the Firm and the material and equipment offered must be complete in all respect.

**2. PAYMENT TERMS:**

Payment Terms shall be as follows:

- a) **20 %** of the total contract value as advance after acceptance of work order and submission of security deposit and submission of bank guarantee both a sum equal to 5% of contract value.
- b) **60 %** of the contract value against the delivery of material and equipment at site.
- c) **20%** of the contract value against successful installation, trial and submission of performance bank guarantee.

Bills for the supply & erection will be raised in the name of Indian Railway Catering and Tourism Corp. Ltd., Rail Neer Plant, Bilaspur, Chhattisgarh. Statutory Taxes shall be as applicable at the time of delivery of the material.

**3. DELIVERY:**

- a. The Firm shall supply, and install the drive in racking system within 3 (three) months from the date of **approval of drawing/design of the racking system**.
- b. Liquidated Damages: For any delay in commissioning of the equipments due to the fault of the Firm, or any discontinuity in the operation of the existing plant set up, then liquidated damages @ 0.5 % per week of total contract value for delay subject to maximum 10% of the contract value, will be levied on the Firm. The discretionary powers in this regard shall however be vested on the Group General Manager of IRCTC, South Central Zone.

**4. WARRANTY:**

- a) The Firm shall warrant that the material/ workmanship, fabrication and construction/ erection/ commissioning of the material and equipment will be of high quality, confirming to latest relevant Indian standards as applicable.
- b) Any defect/ problems encountered during the warranty period should be repaired/ rectified by the Firm, free of cost within a reasonable time frame. **The Warranty period shall be 12 months from the date of commissioning/handing over drive in racking system to IRCTC.**
- c) Performance acceptance tests for final acceptance of the equipment/ machine/ parts are to be clearly spelt out in the offer by the Firm.
- d) The Firm shall note that if the performance of the equipment and material is below the rated capacity norms claimed by the Firm, the performance bank guarantee shall be encashed by the purchaser without any legal recourse.

5. **PERFORMANCE GUARANTEE:**

- a) In order to ensure performance of the material and equipment supplied, successful OEM/bidder shall have to submit performance guarantee in form of BG bond for a value of 5% of the total contract/work order value for a period of **12 months from the date of installation/commissioning/handing over to IRCTC.**
- b) The successful OEM/bidder shall spell out very clearly the performance standards which will be achieved after the material and equipment is commissioned. The performance guarantee runs shall be carried out for a period of One week (7 days). In case the drive in rack, Fork Lift truck does not perform as per specifications and does not carry the required load, the successful OEM/bidder shall rectify the material and equipment at his cost within a reasonable time.
- c) IRCTC reserves the right to penalize the Firm in case he fails to deliver according to the guaranteed performance.

6. **DEFINITION OF SIMILAR WORK:**

Design, supply and installation of drive in rack storage system for industrial use.

\*\*\*\*\*

**TECHNICAL CRITERIA**

**Tender for Design, Supply and Installation of Drive-in Pallet Racking System (Storage System), at Rail Neer Plant, Bilaspur (Chhattisgarh).**

SN	Particulars	Information to be filled in by applicant against each point and copy of proof to be attached.		Page Nos.
<b>GENERAL INFORMATION</b>				
1.	Name and full address of the bidder with telephone and Fax number (s) and contact person.	Office:  Plant/ Factory: (Attach extra sheets if locations are many in no.)  Name and address of the contact person along with the telephone Nos.		
2.	The Manufacturers who are meeting the enclosed technical specifications as per Annexure IV should only apply			
3.	Status of the bidder: - Company / Partnership firm / Individual Please specify.			
4.	In case of Company please enclose a certified Memorandum and Articles of Association along with certificates of incorporation and commencement of business etc and list of present Directors with addresses. (*)			
5.	In case of Partnership firm- please enclose, Name of the Partners with complete address, certificate of registration (if any), Partnership deed duly attested by Notary and Power of Attorney duly attested by Notary if any executed in favour of any person (s) by any Partner/Partners to act on behalf of the Partners/Firm.			
6.	In case of proprietorship firm, name of the proprietor with complete address and power of attorney duly attested by notary if any executed in favour of any persons by proprietor to act on behalf of the proprietor / firm.			
7.	A write up of the Company/ firm with details of production, capacity, equipment installed, number of technical staff employed, system of quality control, packing, production, storage and transportation.			
<b>ESSENTIAL REQUIREMENT</b>				
8.	Details of earnest money deposit (EMD) <b>Rs. 87,500/-</b> Through NEFT/RTGS in favour of Indian Railway Catering and Tourism Corporation Ltd.			
9.	The firm should have Supplied Drive-In Racking system (Storage Solution) as per technical specification mentioned in the tender document (Clause No. 14 – Instructions to E-Tenderers)	<b>Year</b>	<b>Annual Turnover</b>	

	and should have done one single work of minimum 35% of the estimated tender value i.e. <b>12.25 lakhs</b> in the last three financial years mentioned alongside.		<b>In Rs. (lacs)</b>	
		i) 2016-17		
		ii) 2017-18		
		iii) 2018-19		
10.	For manufacturer - Details of the supplies of drive in rack, with documentary proof in last three financial years.			
11.	<b>The firm should have overall Turnover equal to a minimum of 150% of the estimated E-Tender value i.e. Rs. 52.5 lakhs or more in last three financial years.</b> Enclose Balance sheet and Profit and Loss A/c of the three last completed financial years, duly audited by a Chartered Accountant/ Published Annual Report. The balance sheet and Profit and Loss A/c should be duly signed, dated and stamped by the CA firm along with name and membership no of the Chartered Accountant who is signing the above-mentioned documents. (***)	<b>Year</b>	<b>Annual Turnover In Rs. (lacs)</b>	
		i) 2016-17		
		ii) 2017-18		
		iii) 2018-19		
12.	Details of drive in rack, price schedule which shall include:- a) Technical specification including load carrying capacity, leading dimension, weight and make b) Proposed layout for installation of drive in rack c) Printed leaflets/literature of the drive in rack d) Any other additional information in support of technical performance of drive in rack			
13.	Certificate of the Proprietor / Partner / Director that the firm has not been banned / blacklisted by any other Railways or Ministry of Railways.			
<b>DESIRABLE REQUIREMENT</b>				
14.	Details of the testing/ latest facilities available in the factory/plant.			
15.	Copy of manufacturing license/ other licenses (if any)			
16.	GST Registration No, if any. (Enclose copy of the same)			
17.	Copy of Permanent Account Number (PAN) allotted by Income Tax Dept.			
18.	Details of any other information relevant from the manufacturer in relation to the product.			

**Non-submission of proof / documents against any of the Essential Requirement above i.e. from SN-8 to SN-13 will lead to technical disqualification of firm and no further correspondence with the firm will be made in this regard.**

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

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

- a) Copy of invoice.
- b) Copy of purchase / supply order, certificate from client where supply has been made.
- c) Certificate from Chartered Accountant.

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

Note:-

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

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

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

Date:

.....  
(Signature of the Applicant)

Name.....

Address: .....

SEAL

ANNEXURE – IV

**OFFER FORM – TECHNICAL BID PACKET/PART A**

To,

**Group General Manager**

M/s Indian Railway Catering and Tourism Corporation Ltd.  
South Central Zone, # 9-1-129/1/302, 3rd Floor,  
Oxford Plaza, S.D Road, Secunderabad – 500003,  
Ph. 040-27702401; Fax 040-27715983.

**Ref: E-TENDER No. 2020/IRCTC/SCZ/RNP/BSP/Drive-in Pallet Racking System dated 09.01.2020.**

Sir,

1. I/We hereby offer our bid for design, supply and installation of Drive in Racking System (Storage System) at Rail Neer Plant, Bilaspur, Chhattisgarh as per the technical specification and terms and conditions etc as mentioned in the tender document at the rates as indicated in the Tender Schedule enclosed.

I/We hereby deposited EMD in favour of Indian Railway Catering and Tourism Corporation Limited through online mode by logging into tenderwizard site for Rs .....as Earnest Money Deposit.

2. I/We agree to keep our offer valid for 120 days from the date of opening of the bid; and shall be bound by a communication of acceptance within that time to supply the store/material in accordance with the tender, notwithstanding that a formal contract may be signed at a later date.
3. I/We understand and agree that the purchaser is at liberty to accept *whole* or *part* of the quantity and we undertake to supply the quantity so ordered at the quoted price within the validity period of the contract.
4. The Drive-In Racking system will be manufactured at our following works:  
.....  
.....

Yours faithfully,

**(Signature of E-Tenderer or  
Authorized  
Representative).**

**For and on behalf of M/s**

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.....  
**SEAL**

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

To,

**Group General Manager**

M/s Indian Railway Catering and Tourism Corporation Ltd.

South Central Zone, # 9-1-129/1/302, 3rd Floor,

Oxford Plaza, S.D Road, Secunderabad – 500003,

Ph. 040-27702401; Fax 040-27715983.

**Ref: E-TENDER No. 2020/IRCTC/SCZ/RNP/BSP/Drive-in Pallet Racking System dated 09.01.2020.**

Sir,

1. I/We hereby offer our rates for design, supply and installation of Drive in Racking System (storage System) at Rail Neer Plant, Bilaspur, Chhattisgarh as per the technical specification and terms and conditions etc as mentioned in the tender document at the rates as indicated in the Tender Schedule enclosed.
1. I/We hereby deposited EMD in favour of Indian Railway Catering and Tourism Corporation Limited through online mode by logging into tenderwizard site for Rs .....as Earnest Money Deposit with our Technical bid – Part A.
2. I/We agree to keep our offer valid for 120 days from the date of opening of the bid; and shall be bound by a communication of acceptance within that time to supply the store/material in accordance with the tender, notwithstanding that a formal contract may be signed at a later date.

Yours faithfully,

**(Signature of E-Tenderer or Authorized Representative)**

**For and on behalf of M/s**

.....

.....

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**SEAL**

## TENDER/PRICE SCHEDULE

E-TENDER No. 2020/IRCTC/SCZ/RNP/BSP/Drive-in Pallet Racking System dated 09.01.2020

S.No	Description	Unit	Quantity	Rate / Unit (Rs.)	Amount (Rs.)
1	a) Supply & installation of drive-in pallet Racking system as per approved drawing and following details: <ul style="list-style-type: none"><li>• Drive-in- pallet racking system with frame height of 5000 mm</li><li>• Pallet size consider - (WxLxH) 1350x1000x150 mm</li><li>• Load per pallet – 1000 kg</li><li>• No. of loading levels – G+2</li><li>• Block A: 6 Deep and 19 bay</li><li>• Block B: 5 Deep and 16 Bay</li><li>• Total Nos. of Pallet Positions – 582 Nos.</li><li>• MHE consider – Fork Lift</li><li>• Row Guards and Entry Guide Rails are to be considered as accessories</li></ul>	Set	1		
	b) Dismantling of existing Racking system				
	c) Assemble and installation charges including labour, transport (freight/packing/forwarding) and material etc.				
Subtotal (Rs. In figures & words)					
GST (.....%) if any					
Total Amount (Rs. In figures & words)					

**Note:**

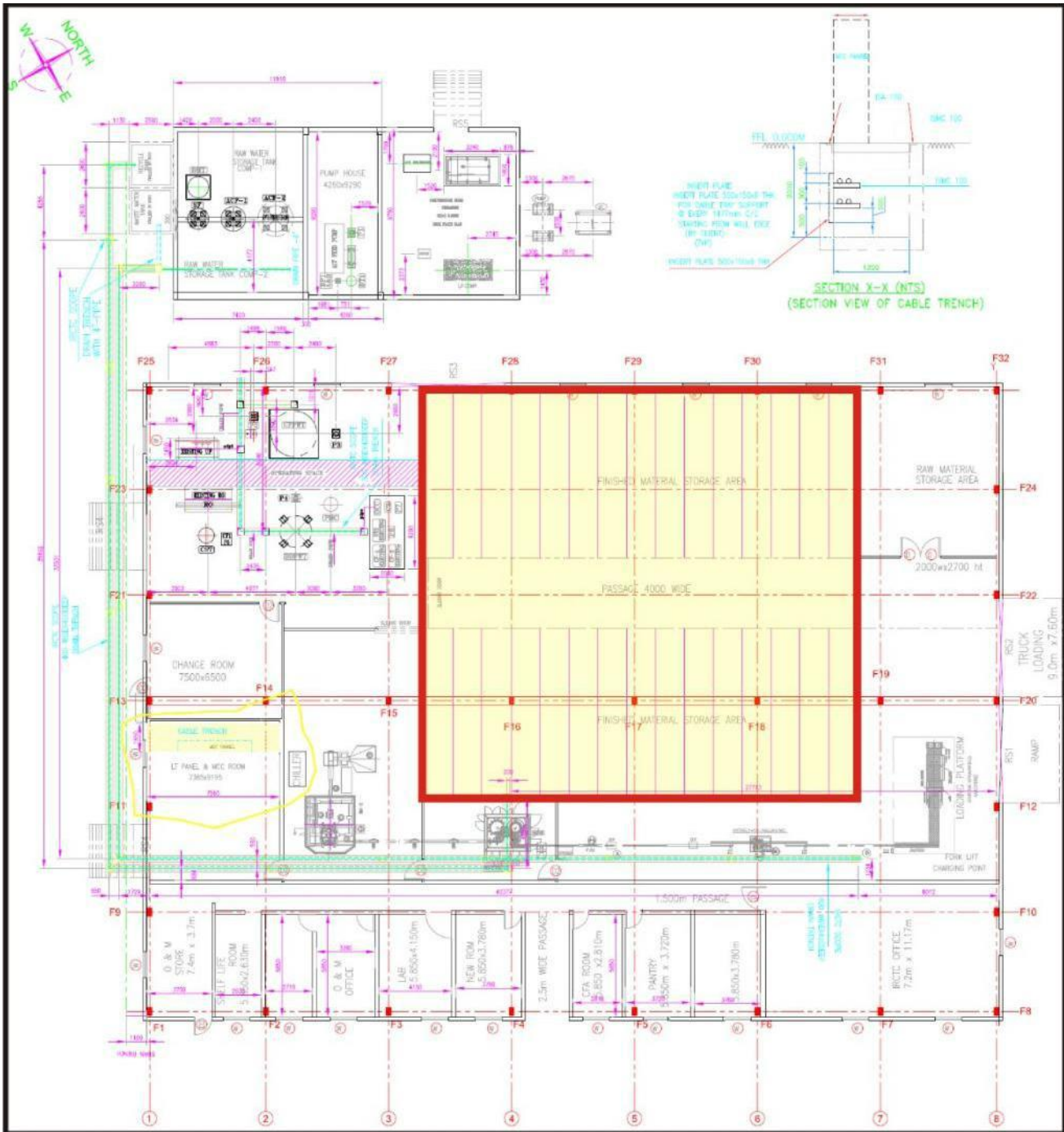
1. In case of deviation between rates quoted in figures and words, rates quoted in words will be considered.
2. The financial bid will be evaluated by the Purchaser to ascertain the lowest acceptable E-Tender in the interest of purchaser and **based on total amount quoted, lowest bidder will be considered for letter of award.**
3. The E-Tenderer should quote only unit price valid for a period of 120 days, irrespective of ordered quantity, from the date as will be mentioned in the letter of acceptance.
4. The contract shall be valid for a period of three month from the date as will be mentioned in the letter of acceptance or **from the date of approval of design/drawing.** Purchaser reserves the right to extend the Contract for a further period of One (1) month on the same rates, terms and conditions.
5. GST on finished stores, accepted, as legally leviable on the date of supply, will be payable extra by the purchaser. The rate of GST as on the date of opening of the E-Tender has been quoted.
6. GST Credit will be availed by IRCTC. E-Tenderer will have to issue Invoices according to relevant statutory laws to enable IRCTC to take credit of the same.
  - a) To pay GST charged within the stipulated time and to file the return within the time specified under the Act.
  - b) The amount charged by the vendor shall be held as security till the same is reflected as input available in GSTIN portal.
  - c) To provide the invoice well in time and to ensure to include all the particulars as prescribed under GST Act.
7. This offer of rate is made after taking into consideration the instructions to Tenderers, standard conditions of contract and all other annexures, which are part of the E-Tender Document.

**Yours faithfully,**

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

**SEAL**

### Layout Plant of the proposed storage area at Rail Neer Plant, Bilaspur



**DEVIATION SHEET**

**STATEMENT OF DEVIATIONS FROM TENDER SPECIFICATIONS**

Item No.	Description	Particulars of Deviations
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Sign and seal of  
Manufacturer/Tenderer