

Notice Inviting E-Tender
INDIAN RAILWAY CATERING AND TOURSIM CORPORATION LIMITED
LIMITED E- TENDER NO.:- 2020/IRCTC/EPR/Plastic bottle collection/02

Sub: E-TENDER FOR HIRING OF AGENCIES FOR COLLECTION OF SCRAP PLASTIC BOTTLES & OTHER RELATED PLASTIC MATERIALS FROM RAILWAY PREMISIES OR FROM OTHER SOURCES FOR EPR COMPLIANCE AS PER SCOPE OF WORK.

Ref:- Tender Document No. Plastic Bottle Collection-01 along with Revision -01.

Last date and Time of Submission of bids : 30.03.2020 upto 15.00 Hrs.

Date and time of Opening of Bids : 30.03.2020 at 15.15 Hrs

EMD : Rs. 15,000/-

SN	ZONE	States	Approximate Qty of PET bottles (MT)
1	North Zone	J&K Punjab, Himachal, Haryana, U.P., Chandigarh, Delhi, Uttarakhand, Rajasthan	595
2	East Zone	West Bengal, Bihar, Jharkhand, Assam, Arunachal Pradesh	340
3	South Zone	Tamil Nadu, Kerala, Karnataka, Pondicherry	621
4	South Central Zone	Telangana, Andhra Pradesh, Goa, Chhattisgarh, Orissa	158
5	West Zone	Maharashtra, Madhya Pradesh, Gujarat	688

Note: 1. In above table States/UTs are mentioned against each zone. Agency who gets contract for a zone will be responsible for all work as per scope of work for States/ UTs mentioned against that Zone.

2. Bidders can apply for one Zone or more than one Zone.

1. Period of the license - 06 Month

2. Bidders are required to deposit EMD of Rs 15, 000.00 through tender website itself prior to submission of E-Tender. EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.

3. The bids will consist of Financial aspects only as per conditions laid down in the Bid document

4. Evaluation of financial bid will be done individually for IRCTC Zone wise, mentioned as above

5. The successful tenderer shall be intimated about the Award of Work. and EMD of other tenderers shall be returned without any interest within one month from the date of award of license. No interest shall be payable on EMD.

6. The bid shall remain open for acceptance for 120 days from the date of opening of E-Tender.

7. Indian Railway Catering and Tourism Corporation Limited., reserves the right to reject any/all E-Tenders without assigning any reason.

- The Notice Inviting E-Tender and Instructions to tenderers, Scope of Work, General Information, Offer Forms, E-Tender Schedule shall form the part of Tender Documents.

- The E-Tenders received will be evaluated by the Purchaser for each Zone mentioned separately in 'Notice Inviting E -tender' to ascertain the Lowest Cost to IRCTC (in case bidder desires to charge Fee from IRCTC) or highest bid (in case bidder desires to pay fee to IRCTC). For a zone, in case bidder 'X' quotes fee to be charged from IRCTC and another bidder 'Y' quotes fee to be paid to IRCTC, The tender will be awarded to the bidder 'Y' only.


13/03/2020

A. SCOPE OF WORK


1. **DELETED**
2. **Registration with CPCB will be responsibility of the agency who gets LOA/order for North Zone and this agency will also coordinate with IRCTC for quarterly EPR compliance to CPCB.**
3. **DELETED**
4. To collect PET bottles & Shrink wrap from Railway Stations or from other sources for providing EPR certificate of quantity mentioned in the tender.
5. Arranging the collection of crushed material generated from the bottle crushing machines, **if desired by agency.**
6. Installation of bottle crushing machines at nearby places (beyond Railway premises), if agency wishes so.
7. Arranging take back credits equivalent to Metric Tons of PET / PE Plastic recycled.
8. Making good the shortfall quantity for EPR compliance from their own collection network.
9. **DELETED**

B. Clause 3.2 of General Information has been revised as under:-

3.2	Payment of LF to Service Provider/Agency / Payment of LF by Service Provider/Agency	<ol style="list-style-type: none">i) In consideration of the award of the work, the service provider/Agency will be paid by IRCTC (in case bidder charge Fee from IRCTC) on quarterly basis after submission and acceptance of EPR compliance by CPCB in proportionate to the quantity submitted and the quantity tendered for each Zone wise. For calculation of monthly EPR limit variation of $\pm 10\%$ will be taken as normal.ii) In Case bidder quotes to pay to IRCTC, proportionate quarterly payment will be realized from Service Provider/Agency in proportion to tendered quantity along with proportionate EPR credit. For calculation of monthly EPR limit variation of $\pm 10\%$ will be taken as normal.
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C. Note-1 of Notice Inviting Tender and Financial Bid has been revised as below:-

Registration with CPCB will be responsibility of the agency who gets LOA/order for North Zone and this agency will also coordinate with IRCTC for quarterly EPR compliance to CPCB.


13/03/2020



E-TENDER

Tender Document No. :- Plastic bottle Collection-01

CIN No. L74899DL1999GOI101707

Website: www.irctc.com Email id: info@irctc.com

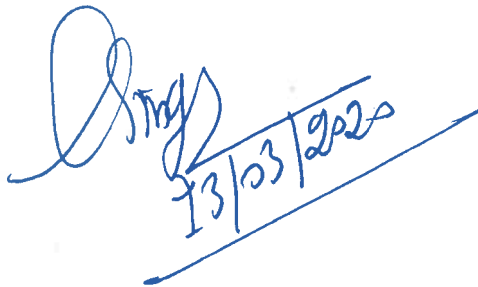
E-TENDER FOR HIRING OF AGENCIES FOR COLLECTION OF SCRAP PLASTIC BOTTLES & OTHER RELATED PLASTIC MATERIALS FROM RAILWAY PREMISIES OR FROM OTHER SOURCES FOR EPR COMPLIANCE AS PER SCOPE OF WORK.

**Group General Manager/ Procurement
M/s Indian Railway Catering and Tourism Corporation Ltd.
11th & 12th Floor, Statesman House Building,
Barakhamba Road, New Delhi – 110 001
Ph. 011 23318310
E-mail:- mobilecatering@irctc.com**

A handwritten signature in blue ink, followed by the date '13/03/2020' written diagonally below it.

DISCLAIMER

- a. **Indian Railway Catering & Tourism Corporation Ltd.**, herein after mentioned as “IRCTC” does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document. Therefore, each Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources. The Bidder shall bear all its costs associated with the preparation and submission of its Bid including expenses associated with any clarifications which may be required by IRCTC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IRCTC shall not be liable in any manner.
- b. IRCTC will have No liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the License, the information and any other information supplied by or on behalf of Railway/IRCTC or otherwise arising in any way from the selection process of the License.
- c. The issue of this Document does not imply that IRCTC is bound to select the Bidder or to appoint the Selected Bidder. IRCTC reserves the right to reject any or all of the Bids submitted in response to this Bid Document at any stage without assigning any reason whatsoever. IRCTC also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who have submitted the Bid.
- d. IRCTC reserves the right to change/ modify/amend any or all of the provisions of this Bid Document at any stage.
- e. Each Bidder's acceptance of delivery of this Tender constitutes its agreement to, and acceptance of the terms set forth in this Disclaimer. By acceptance of this Tender, the recipient agrees that this Tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.

A handwritten signature in blue ink, followed by the date '13/03/2020' written below it. The signature is stylized and appears to be 'S. Singh'.

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

(A Government of India Undertaking)

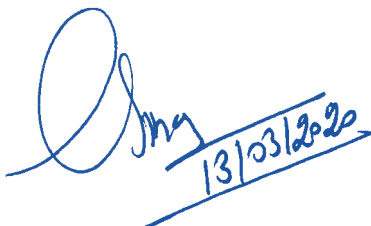
INSTRUCTIONS TO TENDERERS

The Indian Railway Catering and Tourism Corporation Limited (IRCTC) proposes to obtain E-TENDER FOR HIRING OF AGENCIES FOR COLLECTION OF SCRAP PLASTIC BOTTLES & OTHER RELATED PLASTIC MATERIALS FROM RAILWAY PREMISIES OR FROM OTHER SOURCES FOR EPR COMPLIANCE AS PER SCOPE OF WORK.

1. General:

Date & Time up to which offers will be received : **Refer to Notice Inviting E-Tender**

- i. This Tender Document can only be viewed at <http://eprocure.gov.in>, <http://www.irctc.com>, & <http://www.tenderwizard.com/IRCTC> and will be submitted/ received only at <http://www.tenderwizard.com/IRCTC>, as prescribed in "INSTRUCTIONS TO THE TENDERERS."
- ii. EMD shall be paid through the e-tendering website www.tenderwizard.com/IRCTC. In case of non submission of the said EMD through e-tendering website, the bid will be summarily rejected. It may be noted **EMD is to be deposited mandatorily**. It may also be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
- iii. To participate in the E- Tender, it is mandatory for the bidders to register themselves on the website www.tenderwizard.com/IRCTC without any payment and obtain User ID & password which is required for submitting the tender. It may please be noted for submission of bid, Class-III digital signature is required.
- iv. The applicant should upload complete set of documents in support of Eligibility Criteria.
- v. Corrigendum/Addendum to this Tender, if any, will be published on website www.irctc.com, www.tenderwizard.com/IRCTC. No newspaper press advertisement shall be issued for the same.
- vi. For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at **tenderwizard.com helpdesk no. 011-49424365 or cell no 8800115628**.
- 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. **It may please be noted that in case of deviation quoted by bidder, offer will be summarily rejected without further correspondence/communication.**



viii. The prospective bidders voluntarily agree to the exclusive jurisdiction of Court situated at New Delhi by submitting bids.

ix. No other courts except courts at New Delhi have the jurisdiction to resolve **dispute arising out of bid document**

2.0 (a) This E-Tender is based on single bid system i.e. Financial bid only.

2.0 (b) Annexure IA is to be filled, scanned and uploaded.

2.1 Financial bid -

The E-Tender schedule- Financial Bid (Annexure-A) is to be filled electronically in accordance with the instructions and terms given in this tender document.

3.0 Validity:

3.1 The submission of any offer and documents shall constitute an undertaking that the tenderer shall have no cause for and claim, against the Authority for rejection of the offer. The Authority 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 Authority.

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

3.3 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 Authority 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 Authority 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 Evaluation of offers: The entire process of evaluation of the offers shall be in one stage:

4.1 Stage I: The E-Tenders received will be evaluated by the Purchaser for each Zone mentioned Sr number wise separately in 'Notice Inviting E –tender' to ascertain the Lowest Cost to IRCTC (in case bidder desires to charge Fee from IRCTC) or highest bid (in case bidder desires to pay fee to IRCTC). For a zone, in case bidder 'X' quotes fee to be charged from IRCTC and another bidder 'Y' quotes fee to be paid to IRCTC, The tender will be awarded to the bidder 'Y' only.

4.2 During E-Tender evaluation, the IRCTC may, at its discretion, ask the tenderer for a clarification of its bid. The request for clarification and response shall be in writing. No change in the price or substance of the E-Tender shall be sought, offered or permitted, in response. In case a bidder does not upload Annexure IA with tender, it will be asked from bidder before placement of Order.

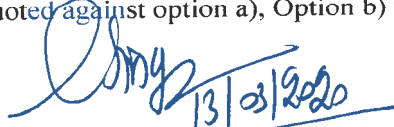
5.0 Rates

5.1 The Bidders have option to quote a single fee without Taxes for each zone as follows:

a) In case bidder desires to Pay fee to IRCTC

b) In case bidder desires to charge fee from IRCTC.

Bidders will have only one option (a or b as given above) to quoted for a Zone. In case for a zone bidder quoted against option a), Option b) will automatically be blocked and vice –versa.



Taxes as applicable will be paid by IRCTC / charged from bidders by IRCTC as per the quoted option above.

- 5.2 The fee quoted/accepted against this E-Tender shall be valid for a period mentioned in 'the contract.
- 5.3 IRCTC reserves the right to enhance contract period beyond the 06 month period solely for operational reasons on the same rates, terms and conditions
- 5.4 IRCTC 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.
- 5.5 Prior to the detailed evaluation, IRCTC will determine whether each bid is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is:
 - 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 IRCTC 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 Authority and may not subsequently be made responsive by the bidder by correction of the nonconformity. The Authority's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by the Authority in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.

6.0 Earnest Money:

- 6.1 Bidders are required to deposit EMD through the e-tendering website www.tenderwizard.com/IRCTC only. In case of non submission of the said EMD, the bid will be summarily rejected. It may be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
- 6.2 The Earnest Money shall remain deposited with the Authority for a period of 120 days from the date of opening of the E-Tenders. EMD of unsuccessful bidders will be returned after decision of Tender or 120 days whichever is earlier. In case validity of bid is extended, the EMD will remain deposited for extended period.
- 6.3 No interest shall be payable by the IRCTC on the Earnest Money.
- 6.4 The Earnest Money of the successful tenderer will be returned after the Security Deposit as required is furnished
- 7.0 E-Tenders are not transferable. The IRCTC reserves the right to reject any or all of the E-Tenders in part or full at his sole discretion without assigning any reasons.
- 8.0 The tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. E-Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.


13/03/2020

9.0 Withdrawal of Bids-

9.1 If Bidder withdraws its bid before opening of tender by uploading the letter in e- tender site, EMD of bidder will be refunded if already deposited.

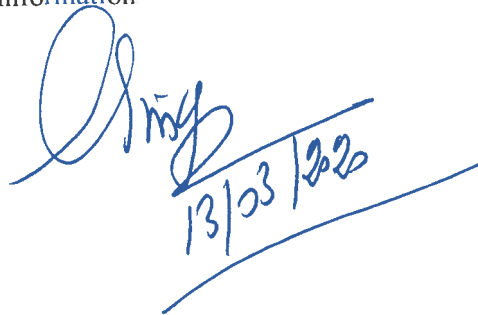
9.2 If bidder withdraws after opening of Financial Bid, EMD will be forfeited. In cases after opening of financial bid, if bidder also becomes successful bidder, bidder will be debarred from participating from tenders of IRCTC for a period of one year along with forfeiture of EMD.

9.3 In case of withdrawal of offer (bid) as mentioned above for one Zone / more Zones, full EMD will be forfeited.

10.0 Discrepancies:

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

1. Notice inviting E-Tender
2. Instructions to the Tenderers
3. Scope of Work
4. Financial bid
5. General Information



A handwritten signature in blue ink, followed by the date 13/03/2020, which is underlined with a single stroke.

DECLARATION


I M/s Partnership firm/company/Individual address_____ do hereby declare that in case of my selection, I will submit the necessary documents as declared below within a week of award of contract. In case of failure to submit the above documents, I understand that the award of contract will be null and void and IRCTC shall be free to take action against the bidder as deemed fit.

S.NO	General Information	To be filled	Related document to be submitted after selection
1	Name and full address of the applicant with telephone no and email address and name of the contract person		Address proof-Agreement copy/registration copy/telephone bill in the name of vendor
2	Status of the applicants:-		
3	In case of company		Certificate of incorporation/Article of association
4	In case of partnership firm		Registration of partnership deed under partnership act 1932
5	In case of proprietorship/ individual business		Registration certificate from any statutory authority
6	PAN No/ESI/PF/GST	PAN No-	Copy of PAN card
		ESI No	Copy of ESI registration certificate
		EPF No	Copy of EPF registration certificate
		GST Reg. no (state wise)	Copy of GST (state-wise) registration certificate

Signature of the authorized signatory of bidder

Seal

Date


13/03/2020

SCOPE OF WORK

1. Filing applications with CPCB and State/ UT PCBs and arranging registration for IRCTC.
2. Preparation and submission of action plan of EPR compliance to CPCB and State/ UT PCBs.
3. Submission of quarterly report of EPR compliance to CPCB and State/ UT PCBs.
4. To collect PET bottles & Shrink wrap from Railway Stations or from other sources for providing EPR certificate of quantity mentioned in the tender.
5. Arranging the collection of crushed material generated from the bottle crushing machines.
6. Installation of bottle crushing machines at nearby places (beyond Railway premises), if agency wishes so.
7. Arranging take back credits equivalent to Metric Tons of PET / PE Plastic recycled.
8. Making good the shortfall quantity for EPR compliance from their own collection network.
9. Creating awareness of consumers for recycling of plastic waste through suitable mass media like advertisements, workshops, hoarding at collection centers etc.



A handwritten signature in blue ink, followed by the date 13/03/2020, which is underlined.

A. GENERAL INFORMATION**1.0 Conditions**

	Registrations and Reports	
1.1	Registration with CPCB, State/UT, etc.	It will be the responsibility of the service provider to provide, arrange registration with Central Pollution control Board, State/UT Pollution control Board and Arranging registration certificates for the same for IRCTC. All the applicable fees will be payable by IRCTC on submission of payment advise.
1.2	Compliance to CPCB, State/UT PCB's	Service provider will comply all the guidelines issued time to time by CPCB, State/UT PCB's. IRCTC has no responsibility for the compliance of Pollution control board guidelines in this regard.
1.3	Submission of Reports	Service provider will submit the quarterly report of EPR (Extended Producer responsibility) to CPCB, State/UT PCBs and a copy of the same will also be submitted to the concerned IRCTC Zone.

2. Collection of PET Wastage Material

	Collection	
2.1	Establishment of Infrastructure	Service Provider/Agency has the responsibility to establish the proper infrastructure for the collection of PET Plastic bottles wastage from Railways Premises through following appropriate channels:- <ul style="list-style-type: none"> I. Cleaning Contractors II. Rag Pickers III. Sanitation Staff waste aggregators IV. IRCTC canteen establishments, Trains etc.
2.2	Transportation	Service provider/Agency will also arrange to transport the collected Plastic wastage material from railway premises to their workshop/ collection centre in odd hours only without disturbing routine passenger traffic of Railway stations.
2.3	Installation of Bottle Crushing Machines	Service Provider / Agency may install their bottle crushing machines for crushing the Plastic bottles collected from railway premises if needed. IRCTC/Railway will not provide any assistance /space for the installation of These machines. All the machines installed will be outside the Railway premises only.
2.4	Take back Credit	Service provider/ agency will also arrange for take back credits equivalent to Metric Tons of PET /PE Plastic bottles as per the quantity mentioned in NIT, recycle and also pass on this credit to IRCTC account. In addition to above, service provider/ agency will also arrange EPR certificate.

Plastic bottle Collection-01

2.5	Arrangement of Shortfall quantity	Service Provider/ Agency will arrange shortfall quantity of the plastic wastage if any from their own network for the compliance of EPR for IRCTC.
2.6	Awareness	Service Provider/ Agency will arrange for organizing the Consumer awareness program on regular intervals through suitable mass media like advertisements, workshops, hoarding at collection centers etc.

3. Licensee Fee, Charges and Security Deposit

3. Licensee Fee, Charges and Security Deposit																
3.1	Period of License & Agreement	The tenure of this License shall be for a period mentioned in 'Notice Inviting E-Tender' from the date of commencement of services.														
3.2	Payment of LF to Service Provider/Agency / Payment of LF by Service Provider/Agency	<p>i) In consideration of the award of the work, the service provider/Agency will be paid by IRCTC (in case bidder charge Fee from IRCTC) on 07th of every calendar month based on EPR compliance submitted to CPCB/PCB in proportionate to the quantity submitted and the quantity tendered for each Zone wise. For calculation of monthly EPR limit variation of $\pm 10\%$ will be taken as normal.</p> <p>ii) In Case bidder quotes to pay to IRCTC, proportionate monthly payment will be realized from Service Provider/Agency in proportion to tendered quantity along with proportionate monthly EPR credit. For calculation of monthly EPR limit variation of $\pm 10\%$ will be taken as normal.</p>														
3.3	Penalty for Non Compliance	In case contractor fails to provide proportionate monthly EPR credit to IRCTC, 12% annual interest will be charged from contractor in both the cases of i) to pay to IRCTC and ii) to be paid by IRCTC. For calculation of monthly EPR limit variation of $\pm 10\%$ will be taken as normal.														
3.4	Mode of payment of fee by Service Provider/Agency	<p>Fee shall be payable to concerned IRCTC/zone through Demand Draft/Banker's Cheque/RTGS/NEFT drawn at ----- in favour of Indian Railway Catering and Tourism Corporation Limited. NEFT/RTGS detail as under -</p> <p>NEFT/RTGS detail of concerned zones is as under –</p> <p>1. North Zone</p> <table><tr><td>Account Name</td><td>Indian Railway Catering & Tourism Corporation Ltd.</td></tr><tr><td>Account Number</td><td>00030310005433</td></tr><tr><td>Account Type</td><td>Current</td></tr><tr><td>Bank Name</td><td>HDFC BANK</td></tr><tr><td>Branch</td><td>209-214, KAILASH BUILDING 26, KASTURBA MARG, NEW DELHI -1100001</td></tr><tr><td>IFSC Code</td><td>HDFC0000003</td></tr><tr><td></td><td>**Cheques Will not be accepted</td></tr></table>	Account Name	Indian Railway Catering & Tourism Corporation Ltd.	Account Number	00030310005433	Account Type	Current	Bank Name	HDFC BANK	Branch	209-214, KAILASH BUILDING 26, KASTURBA MARG, NEW DELHI -1100001	IFSC Code	HDFC0000003		**Cheques Will not be accepted
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IFSC Code	HDFC0000003															
	**Cheques Will not be accepted															

[Signature]
13/03/2020

		2. West Zone	
		Account Name	Indian Railway Catering & Tourism Corpora Ltd.
		Account Number	00600310003749
		Account Type	Current
		Bank Name	HDFC Bank
		Branch	Fort, Mumbai
		IFSC Code	HDFC0000060
		**Cheques Will not be accepted	
		3. East Zone	
		Account Name	Indian Railway Catering & Tourism Corpora Ltd.
		Account Number	012102000012193
		Account Type	Current
		Bank Name	IDBI Ltd.
		Branch	Park Street , Kolkatta
		IFSC Code	IBKL0000012
		**Cheques Will not be accepted	
		4. South Central Zone	
		Account Name	Indian Railway Catering & Tourism Corpora Ltd.
		Account Number	00210350000387
		Account Type	Current
		Bank Name	HDFC Bank
		Branch	Lakdikapul, Hyderabad
		IFSC Code	HDFC0000021
		**Cheques Will not be accepted	
		5. South Zone	
		Account Name	Indian Railway Catering & Tourism Corpora Ltd.
		Account Number	00040310002843
		Account Type	Current
		Bank Name	HDFC Bank
		Branch	Annasalai Branch
		IFSC Code	HDFC0000004
		**Cheques Will not be accepted	
3.4	Schedule of Payment of Fee	Please refer above	

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13/03/2020

Plastic bottle Collection-01

3.5	Security Deposit	The Service Provider/Agency shall furnish to IRCTC a Security Deposit of Rs. 1 lakh within 7 days from the date of issue of Letter of Award. Security Deposit shall be paid in the form of Bank Draft/Banker cheque/FDR hypothetical in the name of IRCTC only.
3.6	Refund of SD	The Security Deposit will be refunded after necessary adjustment regarding dues etc., on normal expiry of the contract including extensions given, if any without interest by the IRCTC.

4. Other Conditions

4.1	Commencement of the Services	After selecting the successful Bidder, the IRCTC shall issue a Letter of Award (LOA) to the Selected Bidder. On receipt of the LOA, the successful bidder shall submit letter of acceptance along with Security deposit within 7 days from the date of LoA. Failure of the successful Bidder to adhere to the above timelines shall be regarded as a breach of terms and conditions contained in this Bid Document and render him liable for termination of license and debarment from participating in the future projects of IRCTC for a period of one years alongwith forfeiture of EMD.
4.2	Exit by IRCTC	IRCTC may exit from the license at any time after commencement of services by giving 1 months notice in which case the SD, will be refunded after adjusting outstanding if any.
4.3	Termination of Services for poor performance	Notwithstanding anything contained above the dues, IRCTC may terminate the license for poor performance, breach of terms and conditions of the license, nonpayment of license fee as per schedule by giving 15 days notice.
4.4	Exit by Service Provider/Agency without notice	Exit by Service Provider/Agency without notice shall be treated as breach of terms and conditions and Service Provider/Agency will be terminated with forfeiture of all deposits including SD and debarment for a period of one year.
4.5	Labour laws	<p>The Service Provider/Agency shall comply with the provisions of all labour legislations' including the requirements of:</p> <ul style="list-style-type: none"> - Payment of Wages Act - Employees' Compensation Act - Shops & Establishment Act - PF & ESI Acts - Child Labour (Prohibition and Regulation) Act, 1986. - Contract Labour(R&A) Act, 1971 - Minimum Wages Act, 1948. <p>The Railway /IRCTC will not accept any responsibility for the loss/damage/injury(including death) caused to the Licensee or to the personnel engaged by him in the process of rendering services under this contract and no claim/compensation will be entertained in this regard.</p>


13/03/2020

4.6	No unlawful/illegal activity	The Service Provider/Agency and/or its staff shall not carry on any unlawful, immoral or illegal activity in the Train or at the station(s). It is clarified that if the Licensee suffers any loss or damage on account of the Service Provider/Agency being restrained by the Railway/IRCTC or any other competent authority for indulging in such illegal activities or any contravention of any law, the Service Provider/Agency shall not be entitled to any compensation whatsoever.
Record keeping, Information sharing and Compliance of Instructions.		
4.7	Maintenance of proper records	The Service Provider/Agency shall maintain proper and full records viz., accounts, vouchers, bills, tax, etc. pertaining to PET bottles collected and EPR credit gained and make it available for inspection by the Railway/IRCTC.
4.8	Compliance of Instructions	The Service Provider/Agency shall comply with any other instructions issued by the Railway/IRCTC from time to time as may be necessary to ensure better services.
4.9	Sharing of information with IRCTC	The Service Provider/Agency shall furnish all information, record, etc. within fifteen (15) days as may be required by the IRCTC from time to time, failing which the IRCTC reserves the right to impose suitable penalties on the Licensee including termination of the Agreement.
	Service Provider/Agency's Staff	
4.10	Registration in Karamchari Kalyan Portal	<p>The service provider is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railway General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. The Manpower service provider shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:</p> <ol style="list-style-type: none"> 1. Service Provider/Agency shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Nominated nodal officer of IRCTC shall approve the contractor's registration on the portal within 7 days of receipt of such request. 2. Service Provider/Agency once approved by nodal officer, can create password with login ID (PAN.No.) for subsequent use of portal for all LoAs issued in his favour. 3. The Service Provider/Agency once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned nodal officer. Acceptances LoA for approval of

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		<p>concerned nodal officer. The concerned nodal officer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.</p> <p>4. After approval of LoA by nodal officer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on sharmikkalyan portal on monthly basis.</p> <p>5. It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after wage period.</p> <p>While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee/ Security deposit', contractor shall submit a certificate to the Corporation/concerned nodal officer that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____ Month, _____ Year."</p> <p><u>THE STAFF ENGAGED FOR SERVICE AGAINST WHOM MEDICAL CERTIFICATES AND TRAVELLING AUTHORITY HAVE BEEN ISSUED TO LOGGED/REGISTERED IN KARAMCHARI KALYAN PORTAL AS MENTIONED ABOVE.</u></p>
4.11	Indemnity by contractors	The Service Provider/Agency shall at all times indemnify and save harmless the IRCTC from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the IRCTC by reason of any act or omission of the licensee, his agents or employees, in rendering services under the license or in his guarding of the same.
4.12	Jurisdiction of courts:	The agreement shall be subject to the exclusive jurisdiction of the courts at Delhi only

5. SUBMISSION OF BIDS

5.1	IRCTC reserves the right to terminate the bidding process	IRCTC reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages which the bidder may incur in the process. The Bids can be rejected without assigning any reason.
5.2	Bids not to be entertained	a) Conditional / telegraphic Bids/ Physical bids shall not be entertained. Bid received late will not be entertained.
5.3	Over writing/cutting not allowed	No over writing/cutting/insertion in the Bid document is allowed. The Bids once submitted would be binding on the Party and any subsequent alteration/amendment will not be entertained.
5.4	Signing and stamping of bid document	Digitally signed and submitted E bid will be considered as confirmation that the bidder has read, understood and accepted all the documents referred in the tender document.
5.5	Withdrawal of bid	Please refer "Instructions to Tenderers"
5.6	Corrupt or Fraudulent Practices	If the Service Provider/Agency has engaged in corrupt or fraudulent

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		practices, in competing for or in executing the License, the IRCTC may, after giving 15 days notice to the agency, terminate the License. For the purpose of this Sub-Clause: "corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tendering process or in License execution; "fraudulent practice" means a misrepresentation of facts in order to influence a tendering process or the execution of a License to the detriment of the Licensor, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the administration of the benefits of free and open competition.
5.7	Non acceptance of award	In case the successful bidder fails to accept the offer of award of License along with payment of security deposit and Licensee fee, within the stipulated time as advised by IRCTC, the licence shall be terminated along with forfeiture of EMD. Further, he will be debarred from participating in the bidding process of future projects of IRCTC for a period of one year.
5.8	Validity of bids	The financial bids submitted by the bidders will remain valid for one hundred twenty (120) days from the date of submission of the bid.

6. OBLIGATIONS AND RIGHTS OF LICENSEE

6.1	Relation of Service Provider/Agency's labour	The employees, contractors, sub contractors of the Service Provider/Agency will not be in any contractual relation either with the IRCTC or the Indian Railways.
6.2	General liability of any person	The Service Provider/Agency will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the in the course of execution of this license, including death or injury caused by the negligence of the Service Provider/Agency or the Service Provider/Agency's failure to perform its obligation under the agreement, IRCTC will not be held responsible for any payment of compensation in this regard.
6.3	Compliance of statutory law	Service Provider/Agency shall be solely responsible for compliance with applicable laws such as Goods & Service Tax (GST) or any other law of the land and registration/approval from statutory authority, if required.
6.4	No unlawful/ illegal activity	Service Provider/Agency shall not carry on any unlawful immoral or illegal activity in the trains /at stations.
6.5	Execution of agreement	The successful Bidder shall be required to execute an agreement on non-judicial stamp paper of Rs.100/- before commencement of services. Till then the letter of award, letter of acceptance and terms & conditions of Tender document shall be binding and form part of the agreement between IRCTC and the Agency.
6.6	Liability of IRCTC	The IRCTC will not be liable for any liability arising under the labour laws or any other law of the land, by the Service Provider/Agency.
6.7	Notice by Courier/ Registered AD/ e-mail	Any notice in terms of this Contract by either Party will be given at the address stated herein above by Courier/Registered AD Post unless a different address has been intimated in writing against receipt. Upon the receipt of any other notice order, direction or any other communication from any competent authority (including notices, affecting the rates, taxes or other outgoings) in respect of provision of on board and catering services in trains payable in whole or in part by one Party hereto, the other Party shall immediately deliver a copy of

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		the necessary document, to that Party
6.8	Entitlement of compensation	In case the Service Provider/Agency suffers any loss on account of his being restrained by the IRCTC or any competent authority for indulging in illegal activities or any contravention of any law, he shall not be entitled to any compensation whatsoever.
6.9	Indemnification by Service Provider/Agency	The Service Provider/Agency will indemnify the IRCTC/Railway administration for any loss or damage caused by Service Provider/Agency because of his fault or default.
6.10	Breach of any terms and conditions of the agreement.	In the event of any breach of the said terms and conditions of the agreement, the IRCTC shall be entitled to forfeit the whole or the part of the Security Deposit/License fee besides terminating or revoking the Agreement. The Agency may also be debarred from participating in the future projects of IRCTC for a period of one year.
6.11	Termination of Agreement on other events of default	The IRCTC shall also be entitled at any time forthwith to terminate the Contract without notice in any of the following events, that is to say (a) in the event of the Service Provider/Agency being convicted by a court of law under the provisions of criminal procedure code or any other law (b) in the event of the Service Provider/Agency being a proprietor or, if a firm, any partner in the Contractor firm being at any time be adjudged insolvent or a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any insolvency Act for the time being in force or make any conveyance or assignment of his interest or enter into any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under the partnership Act or, in the event of Licensee being a company, if the company shall pass any resolution to be wound up either compulsorily or voluntarily (c) Repudiation of agreement by Service Provider/Agency or otherwise evidence of intention not to be bound by the agreement. (d) Failure to adhere to any of the due dates of payment specified in the terms and conditions if any. Immediately on the determination of this agreement the Service Provider/Agency shall peacefully vacate the premises and hand over to the IRCTC/railway administration all articles in the custody or possession of the Service Provider/Agency and shall remove all his stores and effects from the said premises. In default the IRCTC shall be entitled to enter and take possession of the said premises and to lock up the same or remove articles of the Service Provider/Agency that may be lying there and to dispose of the same by sale or otherwise without being liable, for any damage, and all expenses incurred in connection therewith, shall be deducted by the licensor from the sale proceeds or from the Security Deposit or pending bills of the Licensee.
6.12	Failure to provide any record to IRCTC	IRCTC at their discretion may call for any record to satisfy them regarding operation of the License and Licensee will provide every help failing which it may amount to breach of condition of the Service Provider/Agency.
6.13	Communication/ Information required by IRCTC	All the Communication/Information received/required by IRCTC must be furnished by the Service Provider/Agency within 15 days, failing which suitable penalty including termination of contract /license can be done at the discretion of IRCTC.

7. CONSEQUENCES OF DEFAULT

7.1	Consequence of failure to start the services	In the event of failure to provide, EPR credit, from the prescribed date as mentioned in the letter of award/commencement of services, IRCTC reserves the right to annul the License and forfeit the Security Deposit,
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		License fee, in the whole or part thereof as provided under terms and conditions of the license. The License shall also be debarred from participating in the future projects of IRCTC for a period of one year. The decision of IRCTC will be final and binding in this regard.
7.2	Notice for termination	In case of any event of default having occurred, it shall be lawful for the IRCTC any time thereafter to terminate the License agreement and forfeit the Security Deposit, SUBJECT HOWEVER to the IRCTC having given to the Licensee fifteen (15) days prior notice in writing to remedy or make good such breach and in spite of such notice the Licensee having failed to remedy the breach.

8. **ARBITRATION**

8.1	<p>a. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.</p> <p>b. The parties hereto further agree to waive off the applicability of sub-section 12 (5) of Arbitration and Conciliation (Amendment) Act 2015 and will submit demand in writing that the dispute/differences be referred to arbitration along with format annexed hereto as Annexure-B. The demand for arbitration shall specified the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.</p> <p>c. Only such dispute or differences, in respect of which the demand has been made, together with counter claims of setoff given by IRCTC shall be referred to arbitration and other matters shall not included in the reference.</p> <p>In the event of demand made as mention herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be referred to Sole Arbitrator from the panel of Arbitrators appointed by Chairman and Managing Director of IRCTC. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion subject to determination by the Arbitration tribunal.</p>
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10 **OTHER CONDITIONS**

10.1	Payment of taxes/dues	The Service Provider/Agency will be liable for payment of all taxes/duties Goods & Service tax{GST} and other liabilities in respect of the business.
10.2	Liability for compensation/damages	The Service Provider/Agency shall accept liability for compensation/damages under the Consumer Protection Act or any other law in respect of performance of the services or in respect of any negligence, act/omission of the Licensee, his workmen, servants and agents.
10.3	Observance and performance certain acts	<p>The Service Provider/Agency shall, at all times indemnify the IRCTC against all claims and penalties which may be suffered by IRCTC or any person employed by them by reason of any default on the part of the tenderer in due observance and performance of provision of:</p> <p>i) Workmen's Compensation Act –1923</p> <p>ii) Employment of Children's Act XXVI of 1938 and</p> <p>iii) any other relevant laws</p>

[Signature]
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10.4	Compliance of instructions	The Service Provider/Agency shall comply with any other instructions issued by IRCTC from time to time within a reasonable time, as may be necessary to ensure better services.
10.5	General	<p>The licensor reserves the right to amend any of the clauses of the agreement and also to add fresh clauses from time to time. The rider agreement in this regard shall be executed between the parties within 15 days of the amendment / changes.</p> <p>Further, IRCTC reserves the right to extend or reduce the time stipulated in any clause in the tender /license conditions herein above, in order to meet operational exigencies. The decision of the Director of IRCTC in this regard shall be final.</p>

11. FORCE MAJEURE

11.1	In the event of any unforeseen event directly interfering with the operation of License arising during the currency of the license agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, acts of God, sabotage; the Licensee shall, within a week from the commencement thereof, notify the same in writing to the Licensor with reasonable evidence thereof. The Pantry Car shall be restored as expeditiously as possible or, as the case may be, the impediment to accessibility shall be removed as expeditiously as possible. If the Said Property cannot be rendered fit for occupation and use for more than thirty days, the Licensee shall not pay License Fee for such period till the said property becomes accessible and operational following cessation of force majeure event mentioned above. The period of license will be further extended for the period during which License was not operational.
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Annexure-B

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

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

Brief of claim:

Claim 1- Detailed at Annexure-

Claim 2- Detailed at Annexure-

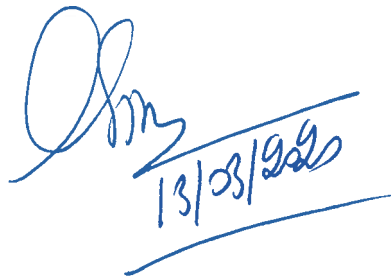
Claim 3- Detailed at Annexure-

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

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

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

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

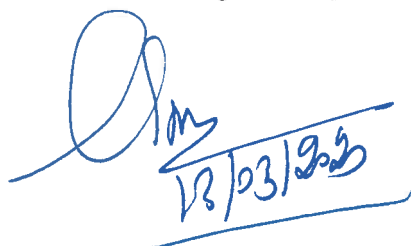
Handwritten signature in blue ink, followed by the date 13/03/2020, which is underlined.

FINANCIAL BID (to be filled online only)

- I / We have read the general guidelines and bid document attached hereto containing the Terms and Conditions and agree to abide by such conditions. I / We offer the Bid for above said work in scope of work for a period as per Notice Inviting E-Tenderers in the attached schedules and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of license. I/We understand that the license is for the period as mentioned in Notice Inviting E-Tenderers with provision for extension for operational requirement at the sole discretion of IRCTC.
- I / We hereby understand that the submission of offers / bids does not guarantee allotment of license.
- I/We agree to submit all disputes arising out of or in connection with this bid document to the exclusive jurisdiction of courts at New Delhi.
- I/We understand that In case of acceptance of Bid by the IRCTC, I / we bind myself / ourselves to execute the license agreement awarded to me / us and to commence the work as per the conditions of license failing which, I / We shall have no objection for forfeiture of the full Earnest Money Deposit (EMD),/. Deposited by us with IRCTC, New Delhi in addition to other penalties specified under the terms of license and Till the formal agreement is signed, letter of award, my/our acceptance and terms and conditions of this bid document will be binding on both the parties.
- I / We agree that on account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We shall be debarred by IRCTC for participation in the future tenders of IRCTC for a period of one year besides forfeiture of EMD or any other deposit with IRCTC.
- A notice or letter of communication addressed to me / us at the address given in the Bid, even by ordinary post/e-mail will be deemed to be valid as proper notice of intimation to me/us
- I/We understand that IRCTC reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.

I, Prop/authorized signatory do hereby solemnly affirm and declare as follows:-

- i. I say that I am an authorized signatory of the company/firm and hence competent to sign and swear this self declaration.
- ii. That the company/firm has not been debarred/blacklisted/ banned by IRCTC or Railways or Ministry of Railways/other CPSUs/Govt. Deptt.
- iii. That I undertake to inform IRCTC about any ban or blacklist imposed by IRCTC/Railway/Ministry of Railway in future and understand that the award shall be kept in abeyance for the period of ban/blacklisting.
- iv. That the self declaration is given for participation in tender process with IRCTC.



My/Our quotation is as under: -

Zone	Approximate qty of Scrap Bottles (MT)	Quoted Fee	Quoted Fee For 06 Months	
			Figures	Words
North Zone	595	Fee to be Paid by IRCTC to Contractor		
		Fee to be Paid by Contractor to IRCTC		
South Zone	621	Fee to be Paid by IRCTC to Contractor		
		Fee to be Paid by Contractor to IRCTC		
Western Zone	688	Fee to be Paid by IRCTC to Contractor		
		Fee to be Paid by Contractor to IRCTC		
South Central Zone	158	Fee to be Paid by IRCTC to Contractor		
		Fee to be Paid by Contractor to IRCTC		
East Zone	340	Fee to be Paid by IRCTC to Contractor		
		Fee to be Paid by Contractor to IRCTC		

Note:

- **Bidder can quote for one or more zones.**
- Bidders have the option to quote only one fee for the concerned zone. One bidder can quote only one option given above.
- The above quoted fee is for Zone wise total approximate quantity, in case the approximate quantity increases/decreases the quoted Fee will also vary on pro-rata basis.
- The E-Tenders received will be evaluated by the IRCTC as mentioned in Instructions to tenderers”.
- In case of discrepancy in the amount quoted in figure and words, the amount quoted in words will be taken into consideration.
- Any overwriting, correction or insertion will not be accepted.
- Goods & Service tax{GST} is payable extra as per applicable rates.
- Evaluation Criteria: The E-Tenders received will be evaluated by the Purchaser for each Zone mentioned Sr number wise separately in 'Notice Inviting E –tender” to ascertain the Lowest Cost to IRCTC (in case bidder desires to charge Fee from IRCTC) or highest bid (in case bidder desires to pay fee to IRCTC). For a zone, in case bidder 'X' quotes fee to be charged from IRCTC and another bidder 'Y' quotes fee to be paid to IRCTC, The tender will be awarded to the bidder 'Y' only.

