

**INDIAN RAILWAY CATERING AND TOURSIM CORPORATION LIMITED**

**Notice Inviting Tender**

**E- TENDER NO.:- Limited E-Tender No. 2021/IRCTC/CO/RN/DOCUMENT VERIFICATION.**

**Sub: E- Limited tender for Hiring of consultant for verification of Document for Rail Neer as per Scope of Work.**

**Last date and Time of Submission of bid : 02.08.2021 upto 15.00 Hrs.**

**Date and time of Opening of Bids : 02.08.2021 at 15.15 Hrs**

**Ref:- Tender Document No. 2021/IRCTC/CO/RN/DOCUMENT VERIFICATION**

**Tendered Quantity:- 1 No of Tender case check.**

**EMD : Nil**

- 1. Currency of contract - 1 year.**
- 2. Time Period of Checks:- 03 Weeks.**
- 3. The bids will consist of Financial aspects as per conditions laid down in the Bid document.**
- 4. Evaluation of financial bid will be based upon the all inclusive rate for all the items (Exclusive of GST) quoted by the bidders.**
- 5. The successful tenderer shall be intimated about the Award of Work.**
- 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.**
- 8. 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.**
- 9. The E-Tenders received will be evaluated by the Purchaser to ascertain the Lowest acceptable E-Tender on quoted rates only.**

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14.08.2021  
CS/AN

**E-LIMITED TENDER BID DOCUMENT FOR VERIFICATION OF THE  
SUPPORTING DOCUMENTS SUBMITTED BY THE SUCCESSFUL BIDDER  
TOWARDS SETTING UP & OPERATION OF 'RAIL NEER' PACKAGED DRINKING  
WATER PLANT.**



**CIN NO – L74899DLI999GOI101707**  
**Website: [www.irctc.com](http://www.irctc.com), email [info@irctc.com](mailto:info@irctc.com)**

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

**Limited E-Tender No. 2021/IRCTC/CO/RN/DOCUMENT VERIFICATION**  
**Earnest Money Deposit – Nil**

**General Manager/ Rail Neer**  
**M/s Indian Railway Catering and Tourism Corporation Ltd.**  
**11th & 12th Floor, Statesman House Building,**  
**Barakhamba Road, New Delhi – 110 001**  
**Ph. 011 23318310 Mob No.08287930014**  
**E-Mail :- [gmrailneer@irctc.com](mailto:gmrailneer@irctc.com)**

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## DISCLAIMER

- 1.1 The information contained in this Tender is being provided by IRCTC for the purposes of enabling the Bidders to participate and submit a Bid in response to this Tender for undertaking the Project for **verification of supporting documents submitted by the successful bidder towards setting up & operation of Rail Neer Packaged Drinking Water Plant.**
- 1.2 The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.
- 1.3. Nothing in this Tender shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation or submission of their Bid. IRCTC reserves the right to amend this Tender or its terms and any information contained herein or to cancel the Bidding Process or altogether abandon the Project at any time by notice, in writing, to the Bidders. Further, it may in no event be assumed that there shall be no deviation or change in any of the herein-mentioned information.
- 1.4. IRCTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.
- 1.5 No person other than the following authorized person of the IRCTC, has been authorized by IRCTC to give any information or to make any representation not contained in this Tender and, if given or made, any such information or representation shall not be relied upon as having been so authorized. All representations/queries etc pertaining to the tender documents may be addressed to **GM/Rail Neer, Indian Railway Catering and Tourism Corporation Ltd. 11th & 12th Floor, Statesman House Building, Barakhamba Road, New Delhi- 110001**
- 1.6 IRCTC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender. IRCTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.
- 1.7 The Bidder(s) shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses, online expenses associated with any demonstrations or presentations 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 whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Tender process.
- 1.8 Laws of the Republic of India are applicable to this Tender.
- 1.9 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.

14-07-2023  
CS/PW

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

*(A Government of India Enterprise)*

***INSTRUCTIONS TO TENDERERS***

The Indian Railway Catering and Tourism Corporation Ltd. hereinafter called the IRCTC, proposes to obtain **E-LIMITED TENDER BID DOCUMENT FOR VERIFICATION OF THE SUPPORTING DOCUMENTS SUBMITTED BY THE SUCCESSFUL BIDDER TOWARDS SETTING UP & OPERATION OF 'RAIL NEER' PACKAGED DRINKING WATER PLANT** in accordance with the instructions following hereafter.

1. General:

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

- i. This Tender Document can only be viewed at <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. To participate in the E- Tender, it is mandatory for the bidders to register themselves on the website [www.tenderwizard.com/IRCTC](http://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.
- iii. The applicant should upload complete set of documents in support of Eligibility Criteria.
- iv. 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.
- v. 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 helpdesk no. 011-49424365 or cell no 8800115628.**
- vi. 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.**
- vii. The prospective bidders voluntarily agree to the exclusive jurisdiction of Court situated at New Delhi by submitting bids.

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

2.0 This E-Tender is based on financial bid only.

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

1 The Offer form (for Financial Bid ) (Annexure – A )

PLEASE NOTE: - There is no need to upload whole of the tender documents and corrigendum along with bid.

3.0 **Validity:** - The submission of any offer and documents shall constitute an undertaking that the bidder 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 bidder shall have no claim in that regard against the authority.

3.0.1 The offer shall be kept valid for acceptance for a minimum period of 120 (One hundred and twenty) days from the date set for opening of e-tender.

3.0.2 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the authority to the bidder. While the offers are under such consideration, bidders 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 bidders, in writing, as may be considered necessary. Bidders will not be permitted to change the substance of their offers after the offers have been opened.

4.0 **Rates:-** The bidders are required to quote **rate for verification of document without GST**. The GST applicable will be paid extra.

4.1.1 IRCTC may waive any minor non-conformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice and affect the relative ranking of any bidder.

4.2 E-tenders are not transferable. IRCTC reserves the right to reject any or all the e-tenders in part or full at its sole discretion without assigning any reasons.

4.3 The bidders must ensure that the conditions laid down by 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.

**5.0 Evaluation of offers:** This financial bid will be evaluated based upon the all inclusive rate (Exclusive of GST) quoted by the bidders.



- 5.1** During E-Tender evaluation, IRCTC may, at its discretion, ask the tenderer for a clarification of its Tender. The request for clarification and response shall be in writing. Information /documents may be asked, if required, for “General Information of eligibility criteria” and other documents /information’s required if any except mandatory criteria of eligibility criteria. No change in the price or substance of the E-Tender shall be sought, offered or permitted, in response.
- 5.2** IRCTC reserves the right to accept tender as deemed fit or reject at any point of time without assigning any reason. Decision of IRCTC will be binding on bidders.

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

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 and start-ups registered with DIPP.

- a) Issue of E-Tender form free of cost.
- b) Exemption from payment of Earnest Money.
- c) In E-Tender, participating Micro and Small Enterprises quoting price within price band of L1+15 % shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise can be together ordered up to 25% of the total tendered quantity.

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

### **Special provisions for SSI / MSEs owned by Scheduled Castes or Scheduled Tribes:**

Out of 25% quantity of this E-Tender for SSI / MSEs a sub target of 4% quantity of this E-Tender is earmarked for procurement from SSI /MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs and 3% for women entrepreneur. Provided that, in event of failure of such Micro and Small Enterprises to participate in E-Tender process or meet E-Tender requirements and L1 price, 4% sub target for procurement earmarked for SSI /MSEs owned by Scheduled Caste or Scheduled Tribe entrepreneurs & 3% for women entrepreneur shall be met from other registered SSI / MSEs.

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 above.

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The SSI /MSE who have availed the benefit of exemption of earnest money will not be allowed to withdraw their offer during the currency of the validity of offer or extended validity, if any such firm fails to observe this stipulation; the firm will be banned from participation in IRCTC Ltd. Tenders for a period of three years.

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.

As per letter 21(17)/2016-MA dated 06.04.2018 of Ministry of MSME, declaration of UAM number by the vendors on CPPP is mandatory from 01.04.2018. All MSME bidders have to upload a document along with other credentials in IRCTC tender that they have declared UAM number on CPPP failing which such bidders will not be able to enjoy the benefits as per PP Policy for MSMEs order, 2012.

**7.0 Withdrawal of Bids:-** If bidder withdraws its bid before opening of tender by uploading the letter in e-tender site, there will be no penalty. If the bidder withdraws or amends, impairs or derogates its bid after opening of financial bid, the bidder will be debarred from participating in the bidding process of future projects of IRCTC for a period of **three years**.

**8.0 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 bidders.
3. Financial bid
4. General Information
5. General Conditions of Contract.

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**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



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## Scope of work for Verification of Document

1.0 Scope of work will include documents check for all documents/certificates submitted by bidder in support of their eligibility criteria like experience (supply, erecting, commissioning of Automatic bottling plant) certificate, Balance sheet and Profit & Loss account, Certificate from CA. The selected bidder will have to undertake the work for **verification of supporting documents submitted by the successful bidder towards setting up & operation of Rail Neer Packaged Drinking Water Plant** in consonance with the existing by laws of the State and to submit the fact-finding report within 3 weeks from the date of entrustment of data.

1.1	Eligibility criteria for tenders in which documents to be checked.	<p>Following are some of the qualification criteria mentioned in the tender documents –</p> <p>i) Technical requirements (firm has supplied, erected and commissioned at least 3 (three) numbers of fully automatic packaged drinking water plant / CSD plant / fruit beverage plant comprising of bottling plant and water treatment plant based on Reverse Osmosis technology as part of a turn-key construction contract /Engineering).</p> <p>ii) Financial requirements (Turnover and Net worth).</p>
1.2	Verification of the supporting documents submitted by bidder using publicly available records.	<p><b>i) Technical Requirement</b></p> <p>Verification of documents shall be conducted from the concern firms where the awarded bidder supplied, erected and commissioned the fully automatic bottling plant, not less than 60 Bottles Per Minute (BPM) in single line.</p> <p><b>ii) Financial requirements (Turnover and Net worth).</b></p> <p>Following activities will be conducted to verify the financial supporting documents-</p> <p>a) Identification of the documents required for verification of the turnover declared by the bidder.</p> <p>b). Retrieve the documents from the public domain to the extent available.</p> <p>c). Cross verify the turnover declared in the financial statements retrieved from public domain/received from the bidder or IRCTC and identify the discrepancies or gaps, if any.</p> <p>d). Collate the documentation available for the increase in paid up capital of the Company, review the audit trail and the said documentation and the effective date of the increase to determine the eligibility of the bidder.</p>

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1.3	Deliverable	Bidders' credentials along with verification of documents will be forwarded through Email or in hard copy. Report of the verification of documents shall be submitted to IRCTC with the supporting documents assessed in sealed cover with in reasonable time of 3 weeks of submission of request.
1.4	Bidder's Responsibilities	<p>The Management of the firm shall :</p> <p>a). Designate a competent contact point to be responsible for the assessment.</p> <p>b). Provide all relevant documents retrieved from the public domain /relied upon for assessment and fact finding report.</p> <p>c). To maintain confidentiality of the reports. Breach thereof shall be liable to termination of contract.</p>

**2.0 Time Period for submission of Reports:-** Fact-finding report to be submitted in time frame of 3 weeks from the date of entrustment of data.

**3.0 Quantity:- Total quantity of Checks :-** 1 No. of tender case Checks.

**4.0 Quantity Option Clause:-** Purchaser reserve the right to increase or decrease the tendered quantity by 1 No. from their original LoA quantity within the currency of contract.



**INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD**  
**(A Government of India Enterprise)**  
**STANDARD CONDITIONS OF CONTRACT**

**1.0 General:**

- 1.1 This Contract shall be governed by the Laws of India for time being in force.
- 1.2 Reference to any Statute or Statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended.
- 1.3 Irrespective of the place of deployment, pick-up and delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of the tender has been issued.
- 1.4 Any notices required to be given under this agreement/contract shall be in writing and shall be deemed to have been served if sent by registered/airmail/courier post correctly addressed to the Parties to this Contract
- 1.5 Words importing the singular shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa. References to whole shall include the part and vice versa.
- 1.6 The Courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 1.7 The Firm/Service Provider/Agency shall provide the services to the IRCTC in the areas and manner as discussed. The Firm/Service Provider/Agency shall undertake and assure the IRCTC that the services shall be provided efficiently in the predetermined schedule. Besides this, services will also be rendered by the Firm/Service Provider/Agency as and when desired by the IRCTC even though it may not be as per schedule on charges as may be agree to separately.
- 1.8 The Firm/Service Provider/Agency shall not sublet or appoint any sub-contractor to carry out any obligations under the contract in any manner.
- 1.9 The Firm/Service Provider/Agency shall maintain all registers required under various Acts, which may be inspected by the IRCTC as well as the appropriate authorities at any time.
- 1.10 The Firm/Service Provider/Agency shall provide the services at such times and in such manner as communicated by IRCTC from time to time.
- 1.11 The quality and punctuality of/in rendering of the said services are the essence of the contract and the Firm/Service Provider/Agency undertakes to abide by them at all times.

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- 1.12 The Firm/Service Provider/Agency shall take proper instructions from time to time from IRCTC for the execution of the contract at the different places and will faithfully comply with the same during the currency of the contract.
- 1.13 In case, the Firm/Service Provider/Agency commits Breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the IRCTC from time to time, it shall be Open and lawful for the IRCTC to terminate the contract forthwith without assigning any reason and can get the work done by any person(s) or through any other agency or Firm/Service Provider/Agency at the risk and cost of the Firm/Service Provider/Agency and firm shall have no right to claim any claim any compensation whatsoever on this account.
- 1.14 *In the event of failure of the Firm/Service Provider/Agency to provide the services or part thereof, as mentioned in this contract for any reasons whatsoever, IRCTC shall be entitled to procure services from other sources and the Firm/Service Provider/Agency shall be liable to pay forthwith to IRCTC, the difference of payments made to such other sources, besides damages at double the rate of payment for the period of failure in providing the services or part thereof.*
- 1.15 In the event of any dispute or difference arising out of operation of this contract, the same will be referred to the sole arbitration and the sole arbitration will be appointed by the Head of the IRCTC whose decision shall be final and binding on both the parties. The venue of arbitration and conciliation ACT, 1996 shall apply to the arbitration.
- 1.16 Schedule of Work can be increased or decreased during the currency of contract, depending upon the actual requirements of the organization. Pro-rata rates would be applicable for any such increase/ decrease.
- 1.17 The employees/agents of the Firm/Service Provider/Agency shall never be considered to enjoy any right to enter the premises of the IRCTC by virtue of this contract or otherwise at any time except with the prior permission of the IRCTC.
- 1.18 The contract may be terminated forthwith if either party becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors, the other party shall have the right to immediately terminate this contract.
- 1.19 Either party's liabilities for any charges payments or expenses due to the other party which accrued prior to the termination date shall not be extinguished by termination, and such amounts (if not otherwise due on an earlier date), shall be immediately due and payable on the termination date.
- 1.20 Any obligations under this contract which either expressly or by their nature is to continue after termination or expiration of this contract shall survive and remain in effect.

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- 1.21 Certificates/ permissions** – The Service Provider/Agency will obtain necessary certificates/permissions as required by law from the Competent Authority. In case of any offense on the services, Service Provider/Agency will be solely responsible for its penalty and consequences. MSME/ SSI Certificate may be provided, if any. In case of MSME/SSI firms, all the benefits and exceptions have provided/extended by the prevailing/guidelines shall be applicable.

## **2 System of payment**

- 2.1 Payment will be made at the accepted rates plus applicable tax to the Firm/Service Provider/Agency by IRCTC on completion of Each Check (work) and submission of reports (Hard & Soft Copy). Any fine/penalty will be calculated and deducted from the bills of the Firm/Service Provider/Agency on the services made and accepted.
- 2.2 Invoice should be GST compliant and have following minimum particulars:-
- (a) Name & Address of Taxpayer;
  - (b) GST No. of Taxpayer;
  - (c) Name & Address of Buyer with GST No.;
  - (d) Description of service provided;
  - (e) Value of Taxable service;
  - (f) GST payable;
  - (g) Invoice should be serially numbered
  - (h) HSN/SAC code
  - (i) Date of invoice
  - (f) PAN
- 2.3 On actual payment will be made on successful completion of the each check in stipulated time as per the contract.
- 2.4 The firm will raise the invoice to IRCTC.
- 2.5 The payment will be arranged by way of cheque/NEFT only. Payment of invoice will be made as soon as possible after the same has been duly checked and passed for payment
- 2.6 In case of non compliance of instructions or non completion of task within reasonable time, suitable penalty as decided by IRCTC shall be imposed. The Competent Authority to impose the penalty shall be GM/Rail Neer.
- 2.7 It is mandatory for Firm/Agency/Service Provider to raise invoice within 30 days from completion of service.
- 2.8 No payment will be made unless the invoice is as per GST rules.
- 2.9 The Agency/Firm/Contractor must give an undertaking certifying that the party is depositing all the statutory dues to the Government (on Non-Judicial stamp paper of Rs. 10/- or as applicable). The documentary evidence/ Challan as proof of remittance of taxes must be submitted every month/ as and when demanded.



IRCTC reserves the right to arrange emergent services in case of failure of services/degraded services in part or full as per requirement placed by the IRCTC and amount paid for such services/items should be adjusted from your Bill and may take following punitive actions.

- a) *The occurrence of such event on regular basis during the contract period will lead to punitive action by IRCTC at any time after serving warning to the service provider on such event. For such irregularities the services/items will be arranged from local market and difference amount will be deducted from the bill of service provider. Severe action may also be taken by Competent Authority as deemed fit as per circumstances if service provider continues such irregularities after due approval from the Competent Authority.*

3 **Withholding and lien in respect of sums claimed.**

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

- 3.1 It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by IRCTC will be kept withheld or retained as such by the purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court.
- 3.2 Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by IRCTC from the Firm/Service Provider/Agency, shall be decided by IRCTC, whose decision thereon shall be final and binding on the Firm/Service Provider/Agency.

- 4 **Security deposit(SD):** Unless otherwise agreed between IRCTC and Firm/Service Provider/Agency, the Firm/Service Provider/Agency shall, after written notices of acceptance of the tender has been posted to the Firm/Service Provider/Agency, deposit with the Corporation (in the form of Demand Draft/Banker Cheque/NEFT/RTGS in favour of Indian Railway Catering and Tourism Corporation Ltd. drawn on scheduled commercial bank payable at New Delhi) **a sum equal to 3 percent of the total value of**

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**the contract for which the tender has been accepted. Security Deposit will be returned after successful completion of the contract.**

**5. Corrupt Practices:**

Firm/Service Provider/Agency is expected to observe the highest standard of ethics during the execution of this contract. If the Firm/Service Provider/Agency has engaged in corrupt or fraudulent practices, in competing for or in executing the contract, IRCTC may, after given 14 days notice to the Firm/Service Provider/Agency, terminate the Contract. In pursuit of this policy, IRCTC:

**5.1 Defines, for the purposes of this provision, the terms set forth below as follows:**

**“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

**“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 includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive IRCTC of the benefits of free and Open competition;

**“No unlawful and Illegal activities”** The Service Provider/Agency and/or its staff shall not carry on any unlawful, immoral or illegal activity. It is clarified that if the IRCTC 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.

**5.2** 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.

**6. Breach of Contract:**

Any breach of the terms & conditions mentioned in this tender document by the Firm/Service Provider/Agency, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Firm/Service Provider/Agency) or the committing of any offence by the Firm/Service Provider/Agency or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle IRCTC to cancel the contract and all or any other contracts with the Firm/Agency/Service Provider and to recover from the Firm/Agency/Service Provider the amount of any loss arising from such cancellation.

**7. Penalty:**

The agency will submit the Final report in the mentioned time Limit after receiving the documents, expiry of time limit a penalty @ 0.5% per week **subject to maximum 10 % of contract value** will be imposed on the agency.





**8. Arbitration:**

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

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



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**9. Consequences of Default:**

If the Firm/Service Provider/Agency shall omit to perform and observe any of the terms, conditions, obligations herein contained which by this agreement are to be observed and performed by the Firm/Service Provider/Agency, then it shall be lawful for the IRCTC any time thereafter to terminate the Contract agreement and forfeit the Security Deposit SUBJECT HOWEVER to the IRCTC having given to Firm/Service Provider/Agency the time limit as per schedule prescribed by IRCTC, in writing to remedy or make good such breach and in spite of such notice the Firm/Service Provider/Agency having failed to remedy the breach.

IRCTC shall have the right to terminate the agreement forthwith at the cost and consequence of the Bidder in the following events:-

In the event of the bidder convicted by the court of law under Criminal Procedure Code or any other law

In the event of proprietor or firm being judged insolvent or any proceedings for liquidations of compositions under insolvency act or the firm dissolved under the Indian Partnership Act or in the bidder being a company, if the company shall pass any resolution to wind up the business either compulsorily or voluntarily.

Repudiation of agreement by bidder or otherwise evidence of intension not bound by agreement,

**10. 10.1 Exit by Service Provider/Agency:-**

There is no exit clause for the agency. Exit by Service Provider/Agency with/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 three years.

**10.2 Exit by IRCTC:-** IRCTC may exit from the contract at any time by giving 07 days notice in which case the SD, will be refunded after adjusting outstanding if any.

**11 Labour Law:-** The Service Provider/Agency shall comply with the provisions of all labour legislations' including the requirements of:

- 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.

The Railway /IRCTC will not accept any responsibility for the loss/damage/injury(including death) caused to the Contractor 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.

**12 Miscellaneous:**

12.1 Successful parties would be given maximum three (03) days time or less time, as the case may be, from the date of issue of the letter of award, to convey his acceptance of award of contract. In case manufacturer/Firm/Service Provider/Agency fails to



accept the offer of award of contract, his Earnest Money Deposit (EMD), if any, shall be forfeited by IRCTC. The manufacturer/Firm/Service Provider/Agency shall be debarred from participating in the future projects of IRCTC for a period as mentioned in Withdrawal clause.

- 12.2 Any notice to be served on the Firm/Service Provider/Agency's shall be deemed to be sufficiently served if delivered at or sent by registered post addressed to the Firm/Service Provider/Agency at their registered office or last known place of business. Any notice to be served by the Firm/Service Provider/Agency on IRCTC shall be deemed to be sufficiently served if, delivered/sent by registered post addressed to the Indian Railway Catering and Tourism Corporation Limited at IRCTC concerned Zonal Office:
- 12.4 Till the formal agreement is signed between Firm/Service Provider/Agency and IRCTC, this tender document will be an agreement between the Service Provider and IRCTC. The terms & conditions of the tender document will be binding on both the parties.
- 12.5 The Firm/Service Provider/Agency shall maintain full records pertaining to scope of work rendered to Purchaser (e.g. accounts, voucher, bills etc.) and make it available for inspection to IRCTC.
- 12.6 The Firm/Service Provider/Agency shall not sublet or assign directly or indirectly his contract, or any part thereof or any interest therein, to any persons who so ever without the prior written permission of IRCTC. Such subletting assignment, transfer shall not be binding upon IRCTC and in the event of the Firm/Service Provider/Agency infringing the provision of this clause, IRCTC shall be at liberty to terminate the contract forthwith without any previous notice to the Firm/Service Provider/Agency and the Firm/Service Provider/Agency shall name no claim whatsoever in consequences of such termination of the contract. IRCTC shall be entitled to purchase any item/ Service of this contract elsewhere on the Firm's account and risk, and the Firm shall be liable for any loss or damage, which IRCTC may sustain in consequences or arising out of such contract.
- 12.7 In the event of any unforeseen event directly interfering with the operation of Contract arising during the currency of the contract 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 Service Provider/agency shall, within a week from the commencement thereof, notify the same in writing to IRCTC with reasonable evidence thereof.

All the aforesaid conditions for Rendering Services shall be applicable and govern during the period of contract.

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**FINANCIAL BID FOR VERIFICATION OF THE SUPPORTING DOCUMENTS  
SUBMITTED BY THE SUCCESSFUL BIDDER TOWARDS SETTING UP &  
OPERATION OF 'RAIL NEER' PACKAGED DRINKING WATER PLANT.**

- I 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 bids for **verification of supporting documents submitted by the successful bidder towards setting up & operation of Rail Neer Packaged Drinking Water Plant** and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of contract.
- I hereby understand that the submission of offers / bids does not guarantee allotment of contract for **verification of supporting documents submitted by the successful bidder towards setting up & operation of Rail Neer Packaged Drinking Water Plant**. I further understand that in case of any information submitted by me / us being found to be incorrect, IRCTC will have the right to summarily reject the bid, cancel the contract or revoke the same with forfeiture of Security Deposit including debarment for a period of 3 (three) years at any time without assigning any reason whatsoever.
- In case of acceptance of Bid by the IRCTC, I / We bind myself / ourselves to execute the contract agreement awarded to me / us and to commence the work as per the conditions of the contract. 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.
- IRCTC and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this bid.
- 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 further participation in the future tenders of IRCTC for a period of three years.
- I do hereby confirm that I have the necessary authority and approval to submit this bid for **verification of supporting documents submitted by the successful bidder towards setting up & operation of Rail Neer Packaged Drinking Water Plant**.
- I further certify that I/We am/are ready to provide the services as per the terms and conditions of the bid document.
- I understand that contract is on a basis to maintain the services in public interest.
- I shall handover the possession of all the documents in connection with the document verification of bidders as and when advised by IRCTC. IRCTC decision in this regard shall be final and binding.
- I understand that IRCTC reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
- I have read, understood and accept all the conditions of the "Pre Contract Integrity Pact" given in Annexure-B.



14-05-2021  
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My/Our quotation is as under: -

(1)	(2) – TO BE FILLED BY THE BIDDER		
<b>Verification of supporting documents submitted by the successful bidder towards setting up &amp; operation of Rail Neer Packaged Drinking Water Plant.</b>	<b>Qty</b>	<b>Professional Fee (in Rs.) for 1 No. of check excluding GST</b>	
		<b>Figures</b>	<b>Words</b>
	1 No of tender Cases Check.		

Note:

- There will be no increase in professional fee during the contract period
- GST/any other applicable tax is payable extra as per applicable rates.
- In addition to quoted professional fees, other expenses such as travel, boarding, telecommunication, conveyance and other expenses specifically related to this engagement will be billed to IRCTC on actual basis. The above expenses should be kept at bare minimum. However, prior consent of IRCTC before incurring such expenses is required.

The submission of this financial bid through digital signature will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender document.



**Following Documents to Be Submitted Along with this Tender**

<b>SNo.</b>	<b>Document Name</b>	<b>Annexure</b>
<b>01</b>	<b>PRE-CONTRACT INTERGRITY PACT</b>	<b>Annexure-B</b>
<b>02</b>	<b>Agreement towards Waiver under Section 12 (5) and Section 31-A(5) of Arbitration and Conciliation (Amendment) Act</b>	<b>Annexure-C</b>
<b>03</b>	<b>Financial Bid</b>	<b>Annexure-A</b>
<b>04</b>	<b>DECLARATION</b>	<b>Annexure-I</b>

14-05-2023  
CS/AN

**INTEGRITY PACT**

Between

**Indian Railway Catering & Tourism Corporation Limited (IRCTC)** hereinafter referred to as “**The Principal**”,

and

\_\_\_\_\_ hereinafter referred to as “**The Bidder/Contractor**”.

**Preamble**

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

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

**Section 1 - Commitments of the Principal**

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

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be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- (1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7)
  - e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to



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agents, brokers or any other intermediaries in connection with the award of the contract.

- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (page nos. 8-17).

### **Section 4- Compensation for Damages**

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

### **Section 5 - Previous transgression**

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

### **Section 6 - Equal treatment of all Bidders/Contractors/Subcontractors**

- (1) In case of Sub-contracting, the Principal Contractor shall take the

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responsibility of the adoption of Integrity Pact by the Sub-contractor.

- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

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

### **Section 8 - Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The appointed Independent External Monitor in IRCTC is as under:

**Shri Parvez Hayat, IRS (Retd.)  
B-4/69-A,  
Safdarjung Enclave, New Delhi-110029.**

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman & Managing Director, IRCTC.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-

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Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman & Managing Director, IRCTC and recuse himself / herself from that case.

- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman & Managing Director, IRCTC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman & Managing Director, IRCTC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director, IRCTC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

## **Section 9- Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

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## Section 10- Other provisions

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

\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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Witness 2:

(Name & Address)

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14-02-2021  
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**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 no \_\_\_\_\_ raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

Brief of claim:

- (i) Claim 1- Detailed at Annexure
- (ii) Claim 2-
- (iii) Claim 3-

I/We \_\_\_\_\_ (post of Engineer) with reference to agreement no \_\_\_\_\_ hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/We \_\_\_\_\_ do/do not agree to waive off applicability of Section 12 (5) of Arbitration and Conciliation (Amendment) Act.

Signature \_\_\_\_\_ of Claimant \_\_\_\_\_ Signature \_\_\_\_\_ of Respondent \_\_\_\_\_

**Agreement under Section 31 (5)**

I/We \_\_\_\_\_ (name of claimant) with reference to agreement no \_\_\_\_\_ hereby waive off the applicability of sub Section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64 (6) of GCC.

Signature \_\_\_\_\_ of Claimant \_\_\_\_\_ Signature \_\_\_\_\_ of Respondent \_\_\_\_\_

\*Strike out whichever not applicable.

