

Notice Inviting E-Tender

**INDIAN RAILWAY CATERING AND TOURSIM CORPORATION OPEN
TENDER NO.: -2021/IRCTC/NZ/EPR/Plastic bottle collection dated 30-07-2021**

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

Last date and Time of Submission of Technical bid: 30-07-2021 upto 15.00 Hrs.

Date of Pre-Bid Meeting: 23-07-2021 at 15.00 Hrs

Date and time of Opening of Technical Bid: 30-07-2021 at 15.15 Hrs

Date and time of Opening of Financial Bid: To be communicated later

EMD: Nil

Estimated Cost of Work: Rs.35 lakhs.

SN	ZONE	States	Approximate Qty of PET bottles (MT)
1	North Zone	Delhi	1670
2		Rajasthan	153
3		Uttarakhand	19
4		Uttar Pradesh	17
5		Punjab	8
6		Haryana	49
7		J&K	1499
8		Madhya Pradesh	18
9		Chandigarh(UT)	28
		Total	3461

Note:

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.

1. Period of the license – 3 years

2. EMD – Nil.

3. The bids will consist of Technical and Financial aspects as per conditions laid down in the Bid Document.

4. Evaluation of financial bid will be done only for those bidders who qualifies technical eligibility criteria.

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 Open., 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 to ascertain the Lowest Bid.



E-TENDER

Tender No.:- 2021/IRCTC/NZ/EPR/Plastic bottle collection dated 30-07-2021

CIN No. U74899DL1999GOI101707

Website: www.irctc.com Email id: railneernangloi@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/North Zone
M/s Indian Railway Catering and Tourism Corporation Ltd.
Rail Yatri Niwas Building, Ajmeri Gate Side
New Delhi Railway Station Complex,
New Delhi-110002**

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.

INDIAN RAILWAY CATERING AND TOURISM CORPORATION OPEN

(A Government of India Undertaking)

INSTRUCTIONS TO TENDERERS

The Indian Railway Catering and Tourism Corporation Open (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 – Nil.
- 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**

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

2.1 Technical bid –This shall form the basis of ascertaining the Technical and Financial credentials of the tenderer. Eligibility Criteria of technical bid is as under:-

TECHNICAL CRITERIA

S. N.	Item	Documents to Be Submitted
General Information		
1.	In case of Company please enclose a certified Memorandum and Articles of Association along with certificates of incorporation and commencement of business etc and list of present Directors with addresses.	Copy of certified Memorandum and Articles of Association along with certificates of incorporation.
2.	In case of partnership firm- please enclose, Name of the partners with complete address, certificate of registration (if any), partnership deed duly attested by Notary and Power of Attorney duly attested by Notary if any executed in favour of any person (s) by any partner/partners to act on behalf of the Partners/Firm.	Copy of certificate of registration (if any), partnership deed duly attested by Notary and Power of Attorney duly attested by Notary if any executed in favour of any person (s) by any partner/partners to act on behalf of the Partners/Firm.
3.	In case of proprietorship firm, name of the proprietor with complete address and power of attorney duly attested by notary if any executed in favour of any persons by proprietor to act on behalf of the proprietor/firm.	Name of the proprietor with complete address and copy of power of attorney duly attested by notary if any executed in favour of any persons by proprietor to act on behalf of the proprietor/firm.
4.	A write up of the Company/ firm with details of company profile.	A write up of the Company/ firm with details of company profile.
5.	PAN and GST numbers	Copy of PAN Card and GST No.
6.	Should not be debarred/blacklisted/banned by IRCTC or Railways or Ministry of Railways/ other CPSUs/ Govt. Deptt.	Self Declaration Annexure-1 (No change in format /declaration is permissible)

Mandatory Criteria		
7.	<p>Quantity: The firm should have collected the plastic waste of quantity in last three financial years 2017-18, 2018-19 & 2019-20 as under :-</p> <p>(a) For non-SSI/MSE firms: equal to at least 35% of the estimated tender quantity i.e. 1246.35 MT in the last three financial years 2017-18, 2018-19 & 2019-20.</p> <p>(b) For SSI/MSE firms: Equal to at least 25% of 35% of required quantity as in non –SSI/MSE firms i.e. 311.58 MT Details of the collection of plastic waste with documentary proof.</p>	Yearly details of Plastic Waste collected with evidence/proof. (Copy of certificate issued by ULB/recyclers/co-processor for collection/supply of plastic waste)
8.	<p>Turnover: The firm should have Turnover equal to a minimum of</p> <p>(a) For non-SSI/MSE firms: 150% of the estimated E-Tender value i.e.Rs.52.5 lakhs in last three financial years 2017-18, 2018-19 & 2019-20.</p> <p>(b) For SSI/MSE firms: 25% of 150% of total contract value i.e. Rs.13.13 lakhs in last three financial years 2017-18, 2018-19 & 2019-20.</p> <p>Note-</p> <p>(i) There should not be NIL turnover in any of the financial years mentioned above.</p> <p>(ii) For SSI/MSME firms proof of their being SSI/MSME registered in terms of para 3.1 of “Instructions to tenderer” to be submitted.</p> <p>(iii) All MSME bidders have to upload a document along with other credentials in IRCTC tender that they have declared UAM number on CPPP in terms of clause 3.5 of “Instructions to Tenderers”.</p>	<p>Balance sheet and Profit and Loss A/c of the last three financial years 2017-18, 2018-19 & 2019-20, duly audited by a Chartered Accountant/ Published Annual Report. The balance sheet and Profit and Loss A/c should be duly signed, dated and stamped by the CA firm along with name and membership no of the Chartered Accountant who is signing the above-mentioned documents.</p> <p>Note :- Applicants who are Firms/ Individuals/Others, whose annual turnover is exceeding Rs.1.00 crore per annum, should submit a copy of the Tax Audit Report as prescribed under the Income Tax Act, 1961 along with their Balance Sheet and Profit and Loss Account duly audited by Chartered Accountant.</p>
9.	Should have valid contract with the ULBs (Urban Local Bodies) for collection and segregation of waste and with the recycler for re-use/ recycle of waste.	Copy of contract with the ULBs (Urban Local Bodies) for collection and segregation of waste and with the recycler for re-use/ recycle of waste
Essential Requirement		
10.	Details of collection mechanism	Firms Collection Mechanism
11.	Districts/states covered	Name of District covered on company letter head.
12.	Additional information, if any	--

NOTE:

1. There is no need to upload tender documents and corrigendum alongwith bid.
2. The data submitted by the successful bidder, in compliance of the above eligibility conditions shall be subject to verifications by IRCTC itself or through an agency appointed by IRCTC, for which all necessary documents shall have to be essentially provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of Security deposit. In such eventuality the successful bidder will also be debarred for 3 years from participating in the future projects of IRCTC.

NON SUBMISSION OF ANY OF THE DOCUMENT LISTED ABOVE IN 'MANDATORY CRITERIA' WILL LEAD TO SUMMARILY REJECTION OF THE OFFER AND NO CORRESPONDENCE IN THIS REGARD SHALL BE MADE /ENTERTAINED.

Following documents are to be scanned and uploaded with Technical bid:-

1. Annexure-I, Annexure –IA and Annexure –IB to be stamped, dated and signed.& uploaded
2. All the details/relevant self attested documents as per Eligibility Criteria listed above

Please note:- There is no need to upload tender documents and corrigendum along with bid .

2.2 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 Benefits to registered SSI/MSEs firms:

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

- a) Exemption from payment of Earnest Money.

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

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

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

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

3.5 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.

4.0 Validity

The submission of any offer connected with these specifications and documents shall constitute an undertaking that the tenderer shall have no cause for and claim, against the purchaser for rejection of the offer. The purchaser shall always be at liberty to reject or accept any offer at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the purchaser.

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

4.2 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 purchaser 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 purchaser by any means. If necessary, the purchaser 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.

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

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

6.0 Rates

- 6.1 The Bidders have to quote a rate without taxes.
- 6.2 The fee quoted/accepted against this E-Tender shall be valid for a period mentioned in 'the contract'.
- 6.3 IRCTC reserves the right to enhance contract period for 1 year beyond the 3 years period solely for operational reasons on the same rates, terms and conditions
- 6.4 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.

- 6.5 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:
- One that limits in any substantial way the scope, quality, or performance of the product/material/stores.
 - 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
 - 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.

- 7.0 **Earnest Money:** EMD – Nil, however bidder has to submit a Bid Security Declaration against submission of EMD as per attached Annexure-1B. In case of withdrawal of bid by any bidder the following action will be taken:

1 (a). If firm is L-1 after opening of tender and withdraws offer before issue of LOA – Case will be retendered and firm will be debarred for 01 year for participating in all future tender of IRCTC. After one year offer of the firm will only be considered on submission of EMD.

1 (b). Firm exit from contract after issue of LOA before commencement of service without depositing SD – Action taken as per para 1 (a) above.

1 (c). Firm exit from contract after depositing SD and after commencement of service – Action taken as per para 1 (a) above.

Note: In all cases from 1(a) to 1(c) wherever be the debarment of any firm, balance S/EMD if any will be returned to firm as the firm will not be eligible to participate in IRCTC tenders for 01 year.

- 7.1 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.

9.0 Deleted

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

Annexure-‘I’**Self Declaration**

I,, S/o Sh., aged aboutyears, Prop/authorized signatory of..... 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 affidavit.
- ii. That the company/firm namely.....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 affidavit is given for participation in tender process with IRCTC.

Signature of the bidder

Seal

Date

(Please note- No change in format/declaration is permitted)

Annexure-1A**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

Annexure-1B**Bid Security Declaration**

I,, S/o Sh., aged aboutyears, Proprietor/Partner/authorized signatory of...M/s..... do hereby solemnly affirm the Bid Securing Declaration as follows:-

“I/We hereby understand and accept that if I/We withdraw or modify my/our bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the performance security / security deposit, fail to submit the performance security / security deposit, before the deadline defined in the request for bid document / Notice Inviting tender, I/we shall be ready to face action as per Term & Conditions of Tender Document.

Signature of the authorized signatory of bidder

Seal

Date

(Please note- No change in format/declaration is permitted)

SCOPE OF WORK

1. Registration/Renewal 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.
2. Submission of quarterly report of EPR compliance to CPCB and State/ UT PCBs.
3. To collect PET bottles & Shrink wrap from Railway Stations or from other sources for providing EPR certificate of quantity mentioned in the tender.
4. Arranging the collection of crushed material generated from the bottle crushing machines, if desired by agency
5. Installation of bottle crushing machines at nearby places (beyond Railway premises), if agency wishes so.
6. Arranging take back credits equivalent to Metric Tons of PET / PE Plastic recycled.
7. Making good the shortfall quantity for EPR compliance from their own collection network.

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:- 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.
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

3.1	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 to Service Provider/Agency	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 for 90% amount after submission of EPR compliance to CPCB and balance 10% amount on acceptance of EPR compliance by CPCB in proportionate to the quantity submitted against awarded tendered quantity for the Zone. For calculation of monthly EPR limit variation of $\pm 10\%$ will be taken as normal.
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. For calculation of monthly EPR limit variation of $\pm 10\%$ will be taken as normal.
3.4	Schedule of Payment of Fee	Please refer above
3.5	Security Deposit	The Service Provider/Agency shall furnish to IRCTC a Security Deposit of 3% of contract value within 7 days from the date of issue of Letter of Award. Security Deposit shall be paid in the form of Bank NEFT/RTGS/Draft/Banker Cheque/FDR hypothecated 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 three years.
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 Three years.
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>

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 Karamchhari 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

		<p>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 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 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 contract along with payment of security deposit, within the stipulated time as advised by IRCTC, he will be debarred from participating in the bidding process of future projects of IRCTC for a period of Three years.
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 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/EMD besides terminating or revoking the Agreement. The Agency may also be debarred from participating in the future projects of IRCTC for a period of Three years.
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, pending payment (If Any), 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 Three years. 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 specify 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 be included in the reference.</p> <p>In the event of demand made as mentioned 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	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: <ul style="list-style-type: none"> i) Workmen's Compensation Act –1923 ii) Employment of Children's Act XXVI of 1938 and iii) any other relevant laws
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	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. 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.

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.
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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.....

Annexure – A**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 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 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 For 3 years (Excluding GST)	
		Figures	Words
North Zone	3461		

Note:

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