



TOP SHEET

Tender Notice No

2015/IRCTC/Infra/Sankrail-Howrah

Name of work

“Comprehensive Consultancy work (detailed Design for Civil, Electrical and Interiors) for setting up of Rail Neer Plant at Sankrail, Howrah”

Approx. Cost.

Rs. 8 lac (Rs. Eight lac only)

Completion Period

18 (Eighteen Months)

Earnest Money

Rs. 7,500/- (Rs. Seven thousand five hundred only)

Last Date of submission of Tenders

Up to 1500 hrs. on 27-11-2015

Date of Opening of Tender

At 1530 hrs. on 27-11-2015.

Whether attested copies of

Partnership deed and

Power of Attorney furnished with the tender

Name and address of Firm/Co. to whom the Tender sold.

N.B: The above information may please be furnished invariably otherwise the tender may be rejected.

Signature of the Tenderer/s

or

Authorized Signatory



INSTRUCTIONS TO THE TENDERER

- 1 All tender paper annexed along with the document should be **serially numbered on the top right hand corner** of every page.
- 2 The requisite instrument of **EMD should be attached with page number one**, as mentioned above, of the Tender Document.
- 3 The **name of the applicant and name of work** should be mentioned on the **reverse of the respective DD/ Banker's Cheque**, attached as EMD.
- 4 All pages of the tender document should be duly signed and stamped by the authorized signatory of the applicant. The tender document should be **submitted in original**. Tender document not submitted in original will be rejected.
- 5 The applicant should submit complete set of documents in support of information furnished in the Bid documents

All documents/certificates to be enclosed with Packet should be issued by an authority competent to do so either in original or attested by the department concerned. Unattested/Unsigned certificates or the works said to be completed but unaccompanied by supporting documents shall not be considered while evaluating the bids.

- 6 **The bid document with certificates etc.** should be submitted in **sealed envelope**, clearly indicating applicant's name and name of the work, date of opening of the tender and name of the applicant.
7. The bid application must be accompanied with the following documents/ information in order to validate the above mentioned eligibility criteria:
 - 7.1 Annual Report/Audited accounts for the last three completed financial years (2012-13, 2013-14, 2014-15). In case of consortium, all members need to submit annual report/audited accounts for last three financial years as mentioned above.
 - 7.2 In case of Company, Memorandum and Articles of Association along with Certificate of Incorporation.
 - 7.3 EMD for the requisite amount mentioned in the document must be submitted.
 - 7.4 Certificate for Authorization of the Signatory on behalf of the bidder.
 - 7.5 Original Bid document along with all enclosures duly stamped and signed by the Authorized Signatory on all pages.

Tender Documents complete in all respect with all papers in support of credentials and other documents / papers duly sealed in an envelope super scribing the name of work, should be deposited in the tender box allotted for the purpose in the office on 27-11-2015. Tender duly sealed in the prescribed manner can also be sent through registered post so as to reach this office not later than date and time specified above. Any tender received after the specified time is liable to be rejected.

The Quotationers / Tenderer should visit the work spot before quoting.


Group General Manager (Infrastructure)
IRCTC Ltd., New Delhi



APPLICATION

Group General Manager (Infrastructure)

IRCTC Ltd.,

B-148, 11th Floor, Statesman House

Barakhamba Road,

New Delhi – 110 001

I/We-----
-----have read the various conditions to tender attached here to and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90(Ninety) days from the date fixed for opening the same and in default thereof I/We will be liable for forfeiture of my/our earnest money. I/We offer to do this work of **“Comprehensive Consultancy work (detailed Design for Civil, Electrical and Interiors) for setting up of Rail Neer Plant at Sankrail, Howrah”** at the rates quoted by us in the Bid schedule and hereby bind myself/ourselves to complete the work in all respects within 18 months from the date of issue of letter of acceptance of tender.

2. I/We also hereby agree to abide by the General Condition of Contract and to carry out the work according to the Special Conditions of Contract and specifications for material and works as laid down by the IRCTC Ltd.
3. A sum of Rs. 7,500/- is herewith forwarded as earnest money. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if: -
 - (a) I/We do not execute the contract documents within seven days after receipt of the notice issued by the IRCTC Ltd that such documents are ready and
 - (b) I/We do not commence the work within seven days after receipt of order to that effect.
 - (c) I/We refile from my/our offer or modify the terms and conditions thereof in a manner not acceptable to the IRCTC Ltd. during a period of 90 (Ninety) days from the date of opening of tender.
4. The amount of earnest money in the form of DD submitted to IRCTC Ltd., payable at New Delhi vide No: _____ dated _____ is attached.
5. Until a formal agreement is prepared and executed, the issuance of acceptance of the our tendered rates shall constitute a binding contract between us as per the terms & conditions of the tender document subject to modification, as may be mutually agreed to between us as indicated in the letter of acceptance of my/our offer for this work.



6. The work will be executed by us as per final decision of IRCTC and claim will be as per rate quoted in the tender without any extra claim. We are therefore agreeable in case some of the items are deleted from the scope without making any claim/damages.

Signature of the Tenderer/s

Tenderer/s Address (complete postal address to be given)

Dated: _____

Signature of Witness:-1. -----

2. _____



MINIMUM ELIGIBILITY CRITERIA

- 1 The bidder can be an individual or proprietorship firm or partnership firm or private limited company or a public limited company registered/incorporated under the provisions of Indian Companies Act 1956.
- 2 The Bidder should be legally competent to enter into contract as per prevailing laws. If the Lead bidder is an Individual or proprietorship firm or private limited company or a public limited company registered in India/incorporated under the provisions of the Indian Companies Act 1956 and one or more members of the consortium are foreign individuals etc. – if such consortium becomes successful bidder, it along with other consortium member shall form a limited liability company and will ensure compliance of extant laws of India.
- 3 Any entity which has been barred by IRCTC from participating in IRCTC projects and the bar subsists as on the Application Due Date, would not be eligible to submit a Bid, either individually or as member of a Consortium.
- 4 The bidder must satisfy the specified eligibility criteria. These eligibility criteria are as follow:
 - 4.1 The bidder should have carried out at least one consultancy contract of similar nature of not less than Rs.4 lac in last three financial years.
 - 4.2 The bidder should have carried out at least one consultancy contract of similar nature in last three years i.e. detailed design and drawing work of civil works- construction of PEB shed, brick and concrete work, foundations and other related ancillary works.
- 5 The bidder should be registered with Council of Architecture and should have valid registration no. on date of bidding.



PARTICULARS OF THE BIDDER

Sr. No.	Description	
1.	Service Tax No.	
2.	TIN no.	
2.	PAN No.	
3.	Status of the firm, whether proprietary firm or Company registered under company act	
i.	In case of company MOA and AOA should be enclosed	
ii.	In case of partnership firm partnership deed should be enclosed	
iii.	In case of company proprietorship, affidavit stating ownership	

Signature of bidder



SCHEDULE

1	Name of work	“Comprehensive Consultancy work (detailed Design for Civil , Electrical and Interiors) for setting up of Rail Neer Plant at Sankrail, Howrah”
2	Period of Completion of contract	<p>(i) Completion of design, drawing and approval from WBSIDC, preparation of BOQ for quoting tenders for construction-2 months.</p> <p>(ii) Supervision of work as defined in Tender conditions till completion of work-approx. 12 months from date of issue of Letter of Acceptance for execution of work.</p>

S. No.	Description of items	Professional fee excluding service tax (in figures & in works to be quoted)
1	<p>Comprehensive consultancy services for Architectural, Structural & Interior design of the Rail Neer Plant building and allied works including layout & other plans, Civil/ Electrical /Plumbing and interior designs with all the working drawings on the basis of functional requirements indicated by IRCTC or any official authorized by them.</p> <p>The scope of work shall interalia include:</p> <ol style="list-style-type: none"> 1. Carrying out thorough examination of plant site at Sankrail. 2. Taking initial measurements and levels of site. 3. Development of building site plan & lay out plans based on the plant layout supplied by IRCTC. 4. Getting approval of General Arrangements and other Drawings as per requirement from local governing bodies / authorities i.e. West Bengal Industrial Development Corporation (WBIDC). 	



	<ol style="list-style-type: none"> 5. Development, preparation and supplying of detailed computerized layout plans including all Consultancy drawings such as elevations, section, facades, 3-D view of building including specifications for all the items such as flooring, doors, windows, ventilators etc. 6. Computerized structural design in accordance with National Building Code of India-2005 or latest including submissions of detailed design booklet and drawings in Auto-CAD including proof checking of the design & drawings by reputed Engineering College/ Institution. 7. Development, preparation and supplying of detailed computerized plans, design, drawings and specifications of RCC/GRP underground/on-ground water tank of suitable capacity. 8. Development, preparation and supplying of detailed computerized plans including specifications of complete system of water supply, sanitary works & drainage systems as per BIS Codes. 9. Preparing the drawings of landscaping of the area around the plant building. 10. Designing and preparation of PEB building shed complete of covered area 2000 sqm with required partition and false ceiling. 11. Designing raw water tank of 3 lacs litre capacity. 12. Design and preparation of drawings of sewerage collection & treatment pits, waste/reject water treatment system as per scheme given by plant consultant. 13. Provision of space for 11 KV substation & power supplying authority for 11 KV line. 14. Provision of space for DG set of 600 KVA. 15. Design and preparation of drawings for external development works such as roads, pathways boundary wall, external drainage and main gate. 	
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	<p>16. Design and preparation of drawings for internal electrification including air conditioning as well as electrical sub- station.</p> <p>17. Design of fire sensing and fire fighting system.</p> <p>18. Preparation of BOQ, carrying out rate analysis & working out estimated cost, preparation of tender documents, general/ special conditions, specification of all civil, electrical & interiors works.</p> <p>19. Preparation and supplying of wiring drawings of services (good for execution)</p> <p>20. Approval of samples of various elements and components.</p> <p>21. Periodical site visits at different stages of construction (building layout, foundation level steel, DPC level, Ground floor slab level, First floor level, Mumti level, Plumbing layout electrical layout , landscape layout, finishing work, completion of work) during execution of works for ensuring proper quality check & control till final commissioning of work certified by him.</p> <p>22. Measurement of quantities & scrutiny of bills, issuing periodical certificates for payments, passing and certifying accounts, so as to enable IRCTC to make payments to the contractors and adjustments of all accounts between the contractors and IRCTC.</p> <p>23. Preparation of two sets of as built drawings including services and structures.</p> <p>24. Submission of completion plan & approval from West Bengal Sick Industrial Development Corporation (WBSIDC) for the above project.</p>	
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TERMS AND CONDITIONS OF CONTRACT

The Consultant shall render the following professional Consultancy services in connection with the above works as per the terms and conditions mentioned below.

1. Definitions:

The following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- (i) “Approved” means approved by the IRCTC’s authorized representative in writing including subsequent confirmation of previous approval and “Approval” means approval by IRCTC’s representative in writing as aforesaid.
- (ii) “IRCTC” means “Indian Railway Catering And Tourism Corporation Limited” which expression shall unless excluded by or repugnant to the context include IRCTC’s representative.
- (iii) “IRCTC’s authorized representative” means the Joint GM(Finance) & Company Secretary, IRCTC or any person authorized in this behalf.
- (iv) “Architect” means permitted assignees or successors in office and authorized representative.
- (v) “Tender cost” means the cost at which the work is awarded to the contractor for execution and included all such works assigned to the Consultant by IRCTC.
- (vi) “Site / Premise” shall mean site / premise at Sankrail, West Bengal Sick Industrial Development Corporation (WBSIDC) Area, Howrah.

2. Income Tax :

Income Tax at source (as applicable) will be deducted from each bill, unless otherwise authorized by Income Tax Department.

3. Service Tax:

Service Tax over and above professional fee (as applicable) will be paid to consultant by IRCTC who will in turn remit the same to concerned Govt. Department as per extant rules.

4. Brief description of design objectives:



- The design and layout will reflect the type and scale of activity to be carried out.
- The design of building for carrying out different activities should comply with the guidelines laid down in ISI4543:2004.
- Proper planning should ensure adequate space for storage of raw materials & finished products, movement of material handling equipments efficient way of loading of trucks etc.
- It is essential that the plant is correctly designed with due regard to workflow, ease of cleaning, correct temperature control of items, prevention of contamination from work surfaces and equipment and facilities for staff.
- The design should help in creating not only a more attractive plant, but also a much more efficient and functional one.
- The goal is to maximize utilization of assets, reduce costs, showcase technology and provide “one-stop shop” to the end user.
- The designs should meet with the interpretation of relevant health and safety legislation.
- The layout and design of the plan should cater for future expansion to augment the capacity of plant with minimum modifications.
- The plant should be so designed that one facility will not infringe the other during work flow.
- The aim of the plant is to convert raw water into potable bottled one as per BIS standards and the design of the plant should ensure non mixing and production free type of environment.

5. Consultant’s Scope of Work:

- (i) Architectural, structural, interior & services design for the setting up Prefabricated Engineering Building (PEB) Shed of Rail Neer Plant at Sankrail.
- (ii) The broad scope of design in plant area would primarily be development of detailed layout/size/designs based on specifications of various equipments and ancillary services (drainage, electrical works, ventilation/ air ducting etc) for achieving a given design output covering following physical areas:
 - a) **Receiving Area-** Basically this area is for receiving of goods/raw materials from the suppliers including loading & unloading. Provision of a work-station for the Storekeeper is to be made for receiving and issuing.
 - b) **Storage Facilities-** Different types of racks and other storage systems for storing finished products. Proper ventilation and exhaust fans are required for maintaining desired room temperature.
 - c) **Staff change room-** Separate rooms and toilets are required for the service staff.
 - d) **Administrative office-** Administrative office is to be designed to have separate room for CPM with attached toilet, two cabins for APMs, hall with work stations equipped with tables, chairs, storage cupboards, ceiling fan/AC, data connection, telephone connection, proper lighting etc. Meeting room and rest room, pantry, toilet facilities are also to be designed.



- e) **Production area**-this area has to be designed in consultation with Plant consultant and IRCTC.
- (iii) **Sanitary, Drainage and Water Supply work**-Providing detailed design/working drawings to suit operational requirements. All sanitary fittings, sinks, waste water etc., should be suitably trapped and properly connected to the drainage system. Floor gratings need to be installed in plant area equipments as required. Grease traps are most essential for segregating the grease and not allowing it to flow into the main drain line. The layout should clearly indicate the location of grease traps and design of the same.
- (iv) **External Developmental works**-such as roads, pathways, boundary walls with aesthetic look, external drainage and main gate have to be designed as per requirement of IRCTC.
- (v) **The raw water tank**- above ground level of appropriate capacity (to be decided in consultation with plant Consultant) made of RCC/GRP to be designed with smooth walls inside to comply with IS specifications. Sufficient compartments may be provided for operational convenience.
- (vi) The design of the sewerage system (collection and treatment) should be such as to follow Pollution Control norms.
- (vii) Design of treatment and disposal system of waste/reject water from the different stages of water treatment process to be done in associating with Plant Consultant.
- (viii) Design of landscaping, horticulture, fountains etc to be done in consultation with IRCTC.
- (ix) **Electrical Works-**
The specifications for electrical works shall be in general as per CPWD specifications for Central Government Building and the requirements of IE rules should be met. The mains into the plant area should be provided with a system to prevent an electrical shock. Suitable and sufficient lighting as per prevailing norms should be provided in all parts of the building to allow effective cleaning and safe works. Air-conditioning system for administrative office and selected rooms in plant area as required by vendor/IRCTC has also to be designed.
- (x) **Fresh air and exhaust system-**
The plant needs to have adequate ventilation to remove bad odour and to provide a comfortable environment for staff. In case of requirements a proper fresh air system with a fresh air fan needs to be planned. So that the temperature within the plant remains at a “comfort” level.
- (xi) **Fire sensing and fighting system** - as per Fire Dept’s requirement.
- (xii) **Any other services/systems-** as may be found necessary by Consultant/IRCTC for completion of work at site.
- (xiii) **DG set 600 KVA-** The provision for providing DG set 600 KVA is to be made.
The Consultant may, if required, assign some of the specialized works/services to another Specialists Designers. The fee to these Specialists designers so appointed shall be paid by the Consultant, within the overall approved fee payable to the



Consultant by the IRCTC including expenses incurred by these Specialists towards site/office visits required in connection with the project.

6. Comprehensive services to be rendered by the Architect:

- a) Obtaining existing details of the premises, in consultation with the concerned officers of IRCTC and from site.
- b) To take instructions from IRCTC, visit the site and prepare and submit interior and plant layout plans and drawings as per the IRCTC's requirements which shall be in accordance with local governing codes / standards, regulations etc. (including carrying out necessary revisions till the sketch designs are finally approved by IRCTC and the plant operating agency), prepare preliminary estimates of cost based on the prevailing market rates and submit detailed project report with rate analysis so as to enable IRCTC to take a decision on the designs.
- c) To take approval from local governing bodies i.e. West Bengal Industrial Development Corporation (WBIDC) for approval of general layout plans and other drawings as required by them.
- d) To prepare architectural, structural and working drawings, drawings for external development works, water supply, sanitary drainage, electrical installation, communication, installation, fire detection and fire fighting system etc. including all such other particulars as indicated in the scope of work or may be necessary for preparation of bill of quantities.
- e) To prepare detailed estimates with rate analysis tender documents for various trades viz. Civil works, furnishing work and specialist services such as water supply and sanitary installation, electrical installation, fire detection and fire fighting system etc. Complete with articles of agreement, general and particular specifications, bill of quantities, time and progress charts, etc.
- f) Apart from such copies of drawings as are required for the project, the Consultant will supply additional copies of drawings free of cost, as follows:
 - i. Two sets of all drawings for contractors.
 - ii. Two sets of all drawings for site engineer.
 - iii. Two sets of all drawings to IRCTC.

The cost of supplying copies of drawings over and above the sets mentioned above shall be borne by IRCTC Ltd.

- g) To prepare for the use of IRCTC the contractor and site staff, master copy of contract documents for all works including BOQ, all drawings, specification and other particulars as are necessary for the proper execution of the work.
- h) Periodical visits to facilitate quality control, control over quantities during the execution to restrict variation, if any, to the minimum



- i) Checking measurement of works at site. Checking contractor's bills, issuing periodical certificates for payments, passing and certifying accounts, so as to enable IRCTC to make payments to the contractors and adjustments of all accounts between the contractors and IRCTC. Consultant shall assume full responsibility for all measurements certified by them.
- j) No deviation or substitutions will be authorized by the Consultant without working out the financial implication, if any, to the contractor and obtaining approval of IRCTC. However, where time does not permit and where it is expedient, the Consultant may take decisions on behalf of IRCTC, the total cost of item / deviation of which should not exceed Rs. 10,000/-. This deviation shall be got subsequently ratified from IRCTC duly justifying his action at the earliest.
- k) Certifying completion of the work and issuing virtual completion certificate, and obtaining approval from West Bengal Sick Industrial Development Corporation (WBSIDC) for commissioning of project.
- l) To provide all inputs as may be required and shall be responsible for the successful completion of the project in all respects.
- m) The Consultant shall on completion of work supply to IRCTC:
 - i. All CD's / original transparencies. As built drawings in three copies of suitable scale for General arrangement of floors, reflected ceiling plans, dimensional drawings, etc.
 - ii. CD's / three sets of services drawings mentioning water supply, sewer lines and other hidden lines as the case may be and for various services provided in the building etc. The cost of supplying CD's / copies of drawings over and above the sets mentioned above shall be reimbursed by IRCTC to the Consultant mutually agreed rates.
- n) To assist and defend IRCTC in all arbitration proceedings between the contractors and the IRCTC.
- o) Any other services connected with the said work usually and normally rendered by the Consultant and not specifically referred to in any of the items mentioned above.
- p) The consultant has to certify Running bills of vendors/ contractors within 5 days of submission of bill.
- q) The consultant has to clarify drawing details if required by the contractor within three days smooth running of the work.
- r) The consultant has to certify final bill of vendor/contractor within 15 days of submission of final bill by the contractor after completion of work.



7. Schedule of Payment:

- a) IRCTC shall pay to the Consultant remuneration for the services to be rendered by the Consultant in relation to the said work and in particular for the services hereinbefore mentioned, at the percentage of the quoted cost by the consultant.
- b) IRCTC shall, however, have the liberty to omit, postpone or not to execute any work and the Consultant shall not be entitled to any compensation or damages for such omission, postponement or non-execution of the work, except the fee which have become payable to them for the services actually rendered by them.
- c) The above fee at 7(a) shall include the fee payable by the Consultant to any other consultant / Associate(s) appointed by them and nothing extra shall be payable beyond the agreed fee for this purpose.
- d) The consultants will visit the site/office as and when required and as requested by IRCTC for which no expenses would be reimbursed to the consultant.
- e) No deduction will be made from the consultant's fee on account of liquidated damages or such other sums withheld from the payments due to the contractor.
- f) IRCTC shall make payment of fee to the Consultant, once it becomes due, as per the stages mentioned in the items in schedule. The same shall be made normally with 30 days of the submission of the bill, subject to the fulfillment of various terms and conditions in respect of the fee claimed.
- g) In case the work is terminated in pursuance of the termination clause, the fee shall be paid to the Consultant for the actual serviced rendered as per stages referred to in the item and no part payment will be made.

8. Mode of payment:

SN	Stages	Percentage of total fee
(1)	(2)	(3)
i)	On the submission of preliminary sketch plan drawings complete layout of plant and General Arrangement Drawings, preliminary estimate for all works and getting approval from West Bengal Sick Industrial Development Corporation (WBSIDC).	20%
ii)	On preparation of tender drawings and particulars for civil, interior & electrical work, services etc, plant drawings and specifications with estimates supported by rate analysis and LAR to the satisfaction of IRCTC.	25%
iii)	On approval of working drawings, tender documents and services drawings and also completion of tendering process of all the works, scrutiny of tenders etc. and awarding work to a suitable contractor.	25%
iv)	Periodical visits for inspection and quality surveillance preparing other details and	20%



	drawings as may be required during execution along with variation control, preparation of bills to be paid progressively in proportion to the value of works as certified & completion of work.	
v)	Drawl of completion report, submission of completion plan and obtaining NOC (clearance) from WBSIDC.	10%

9. Notwithstanding any schedule submitted by the Consultant, the following schedule as given below shall be binding on Consultant.

1.	Taking initial levels carrying out soil testing, submission of concept, sketch plans and preliminary drawings, designs and details to IRCTC.	Within 10 days from the date of acceptance of work of by the Consultant.
2.	Taking approval of General Arrangements Drawings and other drawings as per requirement of WBIDC.	Within 25 days from the date of acceptance of work by the consultant.
3.	Submission of draft tender document including drawings, specifications etc. complete in all respects for plant and allied / services work.	Within 25 days from the date of receipt of IRCTC's approval on detailed plans.
4.	Submission of final tender document complete in all respects.	Within 5 days from the date of receipt of IRCTC's approval on draft tender document.
5.	Submission of design and working drawings for execution of work at site.	Within 30 days of award of work to contractor

10. Termination of work:

- a) In case of violation of terms & conditions of this work, the work may be terminated by IRCTC by giving a written notice to the consultant subject to submission of reasons thereof. Even after termination of their employment, the Consultant shall remain liable and be responsible for due certification, / approval of any bills submitted by the contractors at any time in respect of the work executed before the termination of the Architect's appointment, but shall not be entitled to additional remuneration thereof.
- b) If the Consultant closes their business or die or become incapacitated from acting as such Consultant then the work shall stand terminated.
- c) (i) If the Consultant fails to adhere to the time schedule stipulated elsewhere or the extended time which may be granted by IRCTC at its sole discretion, or (ii) In case there is any change in the constitution of the firm of the Consultant for any reason whatsoever, IRCTC shall be entitled to terminate this work and entrust the work to some other Architect.
- d) In case of termination under sub-clause 7 (a), (b) or (c) above, the Consultant shall not be entitled to any fee or compensation except the fee payable to them



for the work actually done. In such cases the decision of IRCTC as to what is the work actually done and what is the amount of the fee due to the Consultant on the basis of actual work done shall be final and binding on the Architect.

- e) In case of the termination under sub-clause 7 (a), (b) and (c) above, IRCTC may make use of all or any drawings, estimates or other documents prepared by the Consultant after payment for the services of the Consultant for preparation of the same in full as provided herein.

11. Transfer of Interest

Neither IRCTC nor the Consultant shall assign, sublet or transfer their interest in this work without the written consent of the other.

12. Arbitration

In the event of any dispute between the parties regarding terms and conditions or any transaction effected pursuant to the terms and conditions or otherwise arising out of these terms and conditions including any claim or one against the other for money, will be referred to arbitral proceedings. The Arbitral proceedings shall be conducted accordance with the provisions of the Arbitration and Conciliation Act, 1996 (No.26 of 1996) or any other Act governing \ the arbitral proceedings prevailing at that time. The Chairman & Managing Director / IRCTC shall appoint the Sole Arbitrator whose decision shall be binding on both the parties. It will fall in the jurisdiction of Howrah Court.

13. General

- a. The scrutiny of the drawings and designs by IRCTC's own supervisory staff, if any, does not absolve the Consultant of his responsibility under the terms and conditions. The Consultant shall remain solely responsible for correctness of the drawings and designs issued by him as well as other consultant's associates appointed by him.
- b. The Consultant hereby agrees that the fee to be paid has provided herein (clause 7 & 8) shall be in full discharge of functions to be performed by him and no claim whatsoever shall be made against IRCTC in respect of any proprietary rights or copy rights on the part of any other party relating to the plans, models and drawings. The Consultant shall indemnify and keep indemnified IRCTC against any such claims and against all costs and expenses, if paid by IRCTC in defending himself against such claims.

In the event of the above work being awarded to us, we hereby undertake to abide by the rates granted by us & the terms & conditions enumerated above



14. Security Deposit

The Contractor shall, after written notices of acceptance of the tender has been posted to the Contractor, deposit with the Corporation (in the form of Demand Draft in favour of “Indian Railway Catering and Tourism Corporation Limited” drawn on scheduled commercial bank payable at New Delhi) a sum equal to 5 percent of the total value of the contract, for which the tender has been accepted, as a security for the due fulfillment of the contract along with letter of award else, 10% of security money will be deducted from each running bill. No interest will be payable on the Security Deposit.

15. Events of Default

In the event of any breach of the said terms and conditions of the Contract, the purchaser shall be entitled to forfeit the whole or the part of the security deposit besides terminating or revoking the contract.

IRCTC may initiate process for termination of Contract in the following event of default:

- 15.1 Breach of any of the terms or conditions or obligation of Contract on part of contractor / his employees / agents.
- 15.2 The contractor being adjudged bankrupt/insolvent or a trustee/receiver being appointed on the contractor.
- 15.3 Repudiation of agreement by contractor or otherwise evidence of intention not to beyond by the agreement.

16. Consequences of Default

If the contractor 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 contractor, then it shall be lawful for the purchaser any time thereafter to terminate the Contract agreement and forfeit the Security Deposit SUBJECT HOWEVER to the purchaser having given to the contractor prior notice in writing to remedy or make good such breach and in spite of such notice the contractor having failed to remedy the breach..

