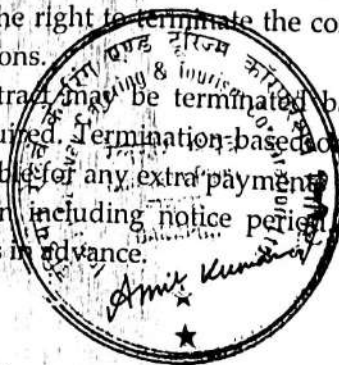


3. The successful bidder shall comply with Labour Laws and related obligations viz. Legal obligations, Labour Law Awareness, Provision of Contract Labour (Regulation and Abolition) Act, 1970/Rules 1950, Minimum Wages Act 1948/Rules 1950, Provisions of payments of Wages Act, Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952, Child Labour (prohibition and Regulation) Act, 1986, Apprentices Act, 1961, Medical Certificate of Fitness for Labour, Police Verification of Labour employed by Contractor & Mandatory compliance of Government schemes.
4. The payment of wages to the deployed staff shall be as per the central minimum wages Act 1948 and the agency should submit a written declaration for the same along with the monthly bills. Also receipt of the payment made to the Staff's Bank account for the previous month and other statutory payments made viz. ESI, EPF, GST to be submitted along with the monthly bills for clearance of the payment.
5. The successful service provider shall abide by the provision of payments of Wages Act and Minimum Wages Act. The availability of the details in public domain is mandatory.
6. Security deposit @ 3% of total value of work order / LOA shall be paid by the successful agency to IRCTC which will be refunded without interest upon successful completion of the contract.
 - i. Successful agency should execute an agreement on non-judicial stamp paper of Rs.100/- before submitting first bill.
7. The agency shall be absolutely responsible and liable for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Agency's deployed staff in their performance of the services required under the contract.
8. Any dues to the government arising out of non-compliance of statutory provisions by the agency will be paid by IRCTC from Security deposit and pending bills.
9. GST invoice indicating IRCTC's GST no. and firm's GST number should be submitted on monthly basis for which payment will be made through NEFT/RTGS after deducting applicable statutory dues. Payment will be made within 07 working days from the date of receipt of original invoice along with all relevant supporting documents.
10. Service Provider to abide by all the terms and conditions
11. Bidders may provide their GST registration certificate along with their submitted quote

Penalty & Termination:

- a. In case the agency commits any breach of any of the terms & conditions of the contract and/or fail/neglects to carry out any instruction issued to it by IRCTC from time to time, it shall be open & lawful for IRCTC to terminate the contract. In case of continuous unsatisfactory services, IRCTC reserves the right to terminate the contract and forfeit the security deposit without assigning any reasons.
- b. **Mutual consent:** The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period. The notice period of exit from the contract to be given 60 days in advance.



Force Majeure:

"Force Majeure" shall mean any event beyond the control of the IRCTC or of the Vendor, as the case maybe, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include without limitation, the following:

- a) War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts.
- c) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague.
- d) Earthquake, fire, flood or cyclone, or other natural or physical disaster.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.

The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with "Extension of Time for Completion".

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect hereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract.

Any delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall

- a) Not constitute a default or breach of the Contract
- b) Shall not give rise to any claim for damages or additional cost or expense occasioned thereby
- c) If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

If the performance of the Contract is substantially prevented, hindered or delayed for a period of more than ninety (90) days on account of Force Majeure during the currency of the Contract, the parties will develop amutually satisfactory solution.

Anil Kumar
Plant Manager
Rail Neer Plant
Danapur



Self-Declaration

I, S/o Sh aged aboutyears,
Proprietor/Partner/authorized signatory of M/s do hereby solemnly
affirm and declare as follows: -

1. That I am an authorized signatory of the company/firm and hence
competent to sign this declaration.
2. That company/firm namely M/s.has not been
debarred/blacklisted/banned by IRCTC/Ministry of Railways/other CPSUs/Govt. Dept./GOI
currently.
3. That I undertake to inform IRCTC about any debarment/blacklisting imposed by
IRCTC/Ministry of Railways or any other PSU/any Govt. Dept./Ministry in future and
understand that action as per law and contract conditions will be taken by IRCTC.

Signature of the bidder

Seal

Date

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



No. IRCTC/EZ/RNP/DNR/AMC-Solar Plant/RFQ/2022

08.06.2022

To,

M/s.....

.....

.....

Sub: Quotation for AMC of Solar Power Plant at Rail Neer Plant, Danapur.

Quotations are invited for AMC of Solar Power Plant at Rail Neer Plant, Danapur. The detail of Terms & Conditions is attached. The rates should be given in price schedule enclosed at Annexure-II (or may be given on same Performa or on letter head of the firms). The quotation should reach this office by 08.06.2022 upto 13.00 hrs and same shall be opened at 13.15 hrs on the same day. Please mention on the envelope "for AMC of Solar Power Plant at Rail Neer Plant, Danapur" and Date of Opening 21.06.2022 "The enclosed annexure should be signed and stamped by the authorized representative of the firm and should be sent along with the offer. The quotation should be sent at the following address.

Plant Manager
IRCTC Ltd.
Rail Neer plant,
South of RPF Barrack,
Loco colony,
Danapur Bihar-801105

DA: As above

Amit Kumar
PM/Rail Neer/Danapur



Price Schedule

To,
Plant Manager/Rail Neer
Indian Railway Catering and Tourism Corporation Limited,
Rail Neer Plant, South of RPF Barrack
Loco Colony Khagaul Danapur,
Bihar-801105.

Sir,

1. I/We hereby offer our rates for **AMC of Solar Power Plant** as mentioned in annexure & as per the technical specification and terms and conditions etc as mentioned in this document at the rates as indicated here.
2. I/We agree to keep our offer valid for 30 days from the date of opening of quotation; and shall be bound by a communication of acceptance
3. I/We understand and agree that IRCTC/RNP/DNR is at liberty to accept whole the Work and we undertake to start the work so ordered at the **quoted price** within 30 days from the date of issue of LOA.
4. I have visited site before quoting rates and understood the prevailing system.
5. Our rates are as follow, (To be submitted on letter head)

* Quantity may increase or decrease as per requirement. (It will be mentioned on letter of Award)
(A) Minimum Rate and Quotation for **AMC of Solar Services.**

Sl. No	Work Description	Base Rates Per Month in Rs.	GST(%)	Base Rates Per Year in Rs.	GST(%)
1	AMC of 120 KWP Solar Power Plant, Inclusive of Manpower, Labour or Material if any at Rail Neer Plant Danapur				
	In Words				



Yours faithfully,
(Signature of the firm or
Authorized Representative)

For and on behalf of M/s

.....
SEAL