

भारतीय रेलवे भोजनालयों में भोजन के परिवहन के लिए भोजनालयों में भोजनालयों में भोजनालयों में (भोजनालयों में भोजनालयों में भोजनालयों में भोजनालयों में)

## Indian Railway Catering and Tourism Corporation Ltd.

(A Govt. Of India Enterprise-Mini Ratna)  
Website: [www.irctc.com](http://www.irctc.com)

**Open E-Tender (Two packet Bid) for Transportation of Meals in covered Food Grade Commercial Vehicle (Refrigerated) and Distribution of cooked Meals and other Catering Items at Trains for a period of Three Month from Departmental Catering Units of Indian Railway Catering and Tourism Corporation Limited (IRCTC) at Base Kitchen, New Delhi**

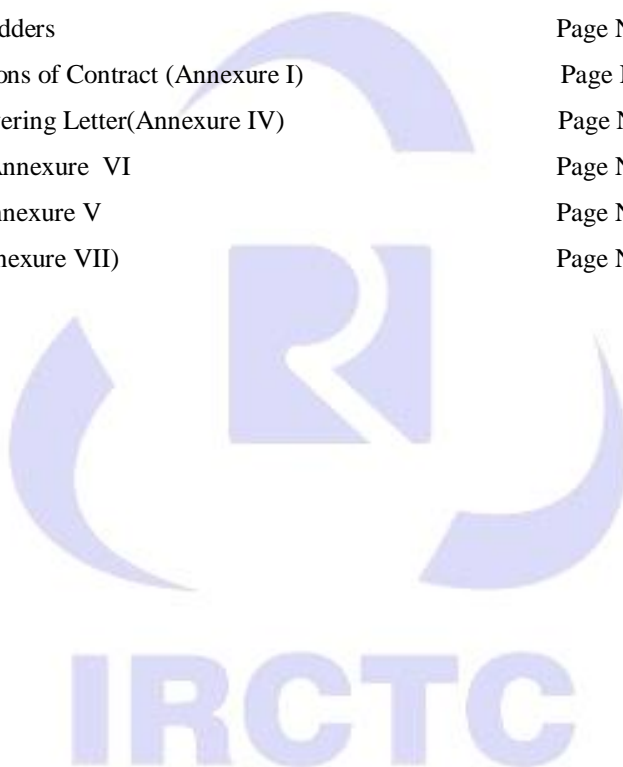
E-Tender No.	TENDER NO.: 2022/IRCTC/NZ/Catg/Proc/Tptn of Meals/OT dated 06.05.2022
Name of Work	Transportation of Meals in covered Food Grade Commercial Vehicle (Refrigerated) and Distribution of cooked Meals and other Catering Items at Trains(NDLS,ANVT & NZM station) coach wise for a period of Three Month from Departmental Catering Units of Indian Railway Catering and Tourism Corporation Limited (IRCTC) at Base Kitchen, New Delhi
Cost of Tender Document	20,47,410/-.
Locations	<b>IRCTC Base Kitchen, New Delhi</b>
EMD along with online bidding	<b>Rs. 61422</b> (To be submitted through online mode on <a href="http://www.tenderwized.com/IRCTC">www.tenderwized.com/IRCTC</a> )
Date & Time of submission of tender	<b>Up to 27/05/2022 till 1200 Hrs</b>
Date & Time of Pre-Bid of Tender	<b>Up to 13/05/2022 till 1200 Hrs</b>
Date & Time of opening of tender	<b>On 27/05/2022 till 1230 Hrs</b>

### Joint General Manager/BK/NDLS

**Northern Zone Office: Rail Yatri Niwas Building, New Delhi Railway Station Complex, Ajmeri Gate Side, New Delhi-110002. Tele/Fax: 011- 23221146, 23234763, 42622047, 42623433; Rly Ph. -23433, 22047**  
**Base Kitchen New Delhi: New Delhi Railway Station Complex, Ajmeri Gate Side, New Delhi-110002.**

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### **DISCLAIMER**

1. The information contained in this Tender is being provided by IRCTC for the purpose of enabling the Bidders to participate and submit a Bid in response to this Tender for **Transportation of Meals in covered Food Graded Commercial Vehicle (Refrigerated) and Distribution of cooked Meals and other Catering Items at Trains (ANVT/NZM/NDLS Station)**. In no circumstances shall IRCTC, or its respective advisors, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this Tender, or the Bidding Process.
2. The objective of the Bid document is to provide the prospective Bidder(s) with all relevant information to assist the formulation of proposals or bids.
3. This Tender may not be appropriate for all persons, and it is not possible for the IRCTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.
4. Nothing in this Tender shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation or submission of their Bid. IRCTC reserves the right to amend this Tender or its terms and any information contained herein or to cancel the Bidding Process or altogether abandon the Tender Process/Project at any time by notice, in writing, to the Bidders. Further, it may in no event be assumed that there shall be no deviation or change in any of the herein-mentioned information.
5. IRCTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.
6. Laws of the Republic of India are applicable to this Tender.
7. 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.

**HIGHLIGHTS TO THE**  
**TENDER**

(Please refer tender document in details before bidding)

**1. Method of submission of bid.**

- a) The tender should be submitted in two Bids “Bid- A” and “Bid – B”. Bid-A is the Technical bid and Bid-B is the Financial bid.
  - b) Bid – A which is the technical offer, will be opened first at a given date.
  - c) Bid- B which is the Financial offer, will be opened only after Scrutiny of participants on the basis of Bid-A. “Bid-B” of only eligible participants will be opened.
  - d) Technical bid (Bid-A) and Financial bid (Bid-B) should be submitted Online on the website “[www.Tenderwizard.com/IRCTC](http://www.Tenderwizard.com/IRCTC)” only.
  - e) The EMD is to be paid online through the link provided therein the e-tendering website [www.Tenderwizard.com/IRCTC](http://www.Tenderwizard.com/IRCTC) prior to the submission of bid by/before the last time of Submission of the E-Tender i.e. 27.05.2022 at 12:00 Hrs. Bids uploaded without the EMD shall not be entertained.
2. All tender papers should be self attested, serially numbered on top right corner of each page and uploaded online with the „Technical Bid i.e. Bid-A”.
3. The Tender should be digitally signed by the authority person/persons submitting the Tender in token of his/their having acquainted themselves with the Instructions to Tenderers, Standard Conditions, Special conditions, Technical Specifications, Financial Bid and all other clauses of this tender document. Also corrections/alterations, if any should be initialed. Any Tender Document not so signed may be liable for rejection.
4. The tender form is non-transferable. Tender document submitted on other than prescribed offer format will not be considered. **Tender document can be downloaded from the website ([www.irctc.com](http://www.irctc.com) or [www.Tenderwizard.com/IRCTC](http://www.Tenderwizard.com/IRCTC)), however; the bids can only be submitted through online mode on [www.Tenderwizard.com/IRCTC](http://www.Tenderwizard.com/IRCTC).**
5. IRCTC reserve the right to ask for original documents for verification and for additional documents as found necessary during scrutiny.

**“All documents uploaded in support of Technical Criteria mentioned in Bid-“A”, should be self attested/digitally signed”**

6. All documents should be uploaded along with the **EMD in Bid-A**, digitally signed or duly signed and stamped by authorized signatory. Financial Bid (**Annexure V**) should be filled online in **Bid-B**.

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

(A Government of India  
Undertaking)

**E-OPEN TENDERING MODE ONLY**

**NOTICE INVITING**

**TENDER**

**Sub: Submission of E-Tender for Transportation of Meals in covered Food Grade Commercial Vehicle (Refrigerated) and Distribution of cooked Meals and other Catering Items at Trains(ANVT/NZM/NDLS station) from Departmental Catering Units of Indian Railway Catering and Tourism Corporation Ltd. at Base Kitchen, New Delhi for a period of (03) Three Month.**

**Ref: Tender No.: 2022/IRCTC/NZ/Catg/Proc/Tpt of Meals/OT dated 06.05.2022**

1. E- Open Tenders are invited by Indian Railway Catering and Tourism Corporation Ltd., North Zone, New Delhi for providing service of the subjected item(s) as per special conditions (if any) laid down in this tender Document.

Last Date and Time of **Online** Submission : **27.05.2022 at 12.00 HRS**

Date & Time of Pre-Bid of Tender : **13/05/2022 till 1200 Hrs**

Date and Time of **Opening** of Tenders : **27.05.2022 at 12.30 HRS**

Place of Opening of Tender : **Indian Railway Catering and Tourism Corporation Ltd. North Zone Office: Rail Yatri Niwas Building, New Delhi Rly. Station complex, Ajmeri Gate side, New Delhi-110 Ph. (011) 23221146, 23234763, Fax. 23210321**

2. The Offer should be submitted through e-tendering mode in the website [www.Tenderwizard.com/IRCTC](http://www.Tenderwizard.com/IRCTC) containing one Financial Bid and one Technical bid.
3. Bids are required to be submitted only by online mode through website [www.Tenderwizard.com/IRCTC](http://www.Tenderwizard.com/IRCTC) in **two bids**. The first Bid "Bid- A" i.e. Technical Bid will contain all signed and scanned documents those are required for particular tender. The Second Bid "Bid-B" will be Financial Bid as per **Annexure V** available online. **The tenders without requisite**

**Earnest Money Deposit (EMD) by/before the date & time of opening of the Tender shall be summarily rejected.**

4. If 00.00.2022 is declared a holiday the tender will be opened at the same time on the next working day.
5. Uploading of desired documents means that the bidder has gone through the tender document thoroughly and exhaustively and has accepted all the terms & conditions mentioned in the tender document/corrigendum & as such. At this stage, there is no need to upload tender documents/corrigendum along with bid except as prescribed herein. It may please be noted that in case of deviation quoted by bidder, offer will be passed over without further correspondence/communication.
6. The EMD is to be paid online through the link provided therein the e-tendering website [www.Tenderwizard.com/irctc](http://www.Tenderwizard.com/irctc) prior to submission of bid by/before the last time of submission of the E-tender i.e. 00.00.2022 at 15:00 hrs. Bids without the EMD shall not be entertained.
7. The successful Tender shall be intimated about the Award of Work, the EMD (if any) of other Tenderers shall be returned without any interest on the amount deposited within 90 days of opening of Tender. No interest shall be payable on EMD.
8. The successful Tender shall be intimated about the Award of Work, the EMD (if any) of other Tenderers shall be returned without any interest on the amount deposited within 90 days of opening of Tender. No interest shall be payable on EMD.
9. IRCTC/North Zone will not be responsible for any late/ delay in online submission of Bid after the date and time of submission of Tender.
10. Fax/Telex/ Telegraphic offers will not be accepted.
11. The Tender shall remain open for acceptance for 120 days from the date of opening of tender.
12. Indian Railway Catering and Tourism Corporation Ltd. reserves the right to reject any/all Tenders without assigning any reason and shall not be bound to accept lowest tender.
13. The Notice Inviting Tender and the enclosed Instructions to Tenderers, Standard Conditions, Special Conditions, Covering Letter Format and Financial Bid Format shall form part of Tender Documents. This document consists of 34 pages including one index page and one cover Page.

For Indian Railway Catering  
and Tourism Corporation Ltd.

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## ELEGIBILITY CUM TECHNICAL CRITERIA & CHECKLIST OF DOCUMENTS (Bid-A)

(Please refer tender documents in details before binding)

SN	Technical Criteria	Documentary Proof to be submitted by the bidder	Page Nos.
<b>General Information</b>			
1.	Name and full address of the bidder with telephone and Fax number (s) and contact person.	Letter head with the following details: Name of the Firm: Office Address: Contact person's Name, Telephone, E-Mail & Address :	
2.	Status of the bidder: - Proprietorship firm/Partnership firm/Company (Please specify)		
3	In case of a Proprietorship firm, the signing individual should be the Sole Proprietor or Attorney of the Sole Proprietor.	Registration certificate from any statutory authority mentioning proprietorship/sole proprietorship. Copy of valid Power of attorney duly self attested should be enclosed with the offer if the tender document is signed by the attorney on behalf of sole proprietor.	
4.	In case of registered Partnership firm, the signing individual(s) should be partner(s) or their attorney (s) as per Constitution of Partnership Deed.	A copy of Original / Amended / Revised Partnership deed and power of attorney duly self attested should be enclosed with the offer.	



5.	In case of Company, the signing individual(s) should be Director(s), Manager or Secretary of the company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by the Memorandum and Articles of Association.	A copy of such resolution duly self attested and certified copy of Memorandum and Articles of Association and certificate of incorporation of the company should be enclosed with the offer. (*)	
6.	Brief profile of Business	Brief profile of Business on Letter head	
7	PAN allotted by Income Tax Dept.	Enclose copy of Permanent Account Number	
<b>Mandatory Criteria</b>			
8	Details of Earnest Money Deposit (EMD) Rs.61422/-.	Auto Generated Payment Receipt For MSE or NSIC Certificate in case of relaxation claimed in EMD	
9	<p><b><u>Turnover criteria</u></b></p> <p><b>A. For Non MSE firm</b> The bidder must have 150% turnover of the estimated value in last three previous financial year 2017-18, 2018-19, 2019-20 OR 2018-19, 2019-20, 20-21 aggregate i.e. Rs 3071115.</p> <p><b>B. For MSE firm</b> The bidder must have turnover of 25% of 150 % of estimated value in last three previous financial years. 2017-18, 2018-19, 2019-20 OR 2018-19, 2019-20, 20-21. aggregate i.e. Rs 767778.</p>	Balance Sheet and P&L of Last Three completed Financial Years 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 and UDIN no. of the Chartered Accountant who is signing the abovementioned documents.	
10	<p><b>For Non-MSE</b> Minimum Three (3) years experience in the field of Transportation &amp; Distribution service please enclosed Certificate for the said Three completed financial years. +</p> <p><b>For MSE</b> Minimum Two (2) years experience in the field of Transportation &amp; Distribution service please enclosed Certificate for the said Two completed financial years. For establishing that firm is in similar nature of business for the last</p>	<p>For Non-MSE CA certificate with UDIN no. specifying Annual Turnover by work/supply from business of similar nature. Three years, turnover of FY 2017-18, 2018-19 &amp; 2019-20 OR 2019-20,2020-21 &amp; 2021-22</p> <p>For MSE turnover of FY 2018-19 &amp; 2019-20 or 2019-20 &amp; 2020-21 or 2020-21 &amp; 2021-22</p>	
11	one work equal to minimum 35% of the estimated tender value i.e. Rs. 716593. in any of the last three financial years . 2017-18, 2018-19 & 2019-20 OR 2019-	Work or Supply order/letter of award/agreement and corresponding work/supply completion certificate issued by the client indicating the nature and value of	



	20,2020-21 & 2021-22	work/supply.	
12	Certificate of the applicant that the firm has not been banned/ black listed by IRCTC or Railways	On letter head as per Annexure VII	
13	GSTIN No.	Enclose copy of the complete GST Reg. 06 certificate.	
14	The transport firms should not have less than five trucks of any of the truck capacity out of 2.2 MTs, 3 MTs and 4 MTs capacities as part of their fleet.	The transport firms should enclose a certified list of trucks owned by them indicating complete description; such as, Truck No., Chassis No., weight when empty, maximum permissible load bearing capacity, with or without National permit/license, etc., in support of each truck.	

(\*) Applicants who are a Company incorporated under the Companies Act, 1956 should submit a copy of auditor's report as per provisions laid down in the above Act, along with their Balance Sheet and Profit and Loss account duly audited by a Chartered Accountant.

- 1. Only those who are qualifying all the eligibility criteria above are suggested to participate in the bid.**
- 2. Only those who are qualifying all the eligibility criteria above are suggested to participate in the bid.**

Declaration:

I / We do hereby declare that to the best of my/our knowledge and belief, the information given in the above Technical Offer and the annexure and documents accompanying it are correct, complete and truly stated and also that we shall be bound by the acts of my/our duly constituted attorney.

**ANNEXURE-III**

**Scope of Work & Requirement**

**A. Requirement and Types of Vehicles Required for Transportation:**

SN	Type and Description of Vehicle	Type of Requirement	Indicative Number of Vehicles required
1	Covered Food Grade Commercial <i>Tata Turbo 407 or similar Capacity Refrigerated</i> vehicle	Monthly Basis for Minimum <b>1500 kms per vehicle. (Refrigerated)</b>	3

**B. Types of services:**

SN	Type and Description of Services	Indicative Quantity
1	Unloading, Distribution of meals and other catering items to be transferred safely and hygienically to the respective coaches from Vehicle/Base Kitchen at Hazrat Nizamuddin/ New Delhi/Anand Vihar Terminal Railway Station/Train Yard through E-cart /HandCart/trolley (on daily basis).	10000 nos

**\* NOTE:-** The approx number of Meals may increase or decrease as per the Train occupancy and sole discretion of IRCTC from time to time, the decision of IRCTC in the matter shall be final and binding.

### **C. Scope of Work for Transportation of Meals and other Catering Items in Covered Food**

#### **Grade Commercial Vehicle**

1. The vehicles are required to transport cooked meals –dinner, lunch etc. along with other catering items.
2. Vehicles should reach Base Kitchen , New Delhi before the specified time with filled CNG.
3. The vehicle should be neat & clean and always in hygienic condition. Daily cleaning of the vehicle must be ensured.
4. After the unloading of food, the vehicle will remain stationed at ANVT,H.NZM,ANVT/H.NZM Yard or any other location within Delhi NCR for returning empty container , plastic crates etc. to Base Kitchen , New Delhi after departure of the without fail.
5. The driver should reach the places as directed by Catering In-charge timely.
6. Vehicle used should be same for logistics from Base Kitchen, New Delhi to Hazrat Nizamuddin/Anand Vihar Terminal Railway Station or any other location within Delhi NCR and Vice-Versa. Delivery schedule will be followed as given by IRCTC.
7. Delivery schedule will be followed as given by IRCTC.
8. The delivery schedule will be given by the Unit In-charge or any person authorized by him, at IRCTC Catering Unit of mentioned unit. The service can be availed as and when required by the unit concerned.
9. The agency shall deliver the material and provide services at IRCTC Catering Unit strictly according to the schedule/requirement intimated by the Unit In charge as the case may be during the currency of contract within agreed upon / reasonable period.
10. The time and the date specified in the contract or as extended for the delivery of the materials shall be deemed to be of the essence of the contract and safe delivery must be completed not later than the time and date(s) so specified or extended. The time limit for delivery mentioned above shall be deemed to be the essence of the contract and should the agency fail to complete the safe delivery (including replacement of damaged items) within the stipulated time and in the manner prescribed in the schedule and specifications the IRCTC shall be entitled to purchase the required quantity on the account and at the

risk of the agency and the agency shall be liable for any loss or damage which the IRCTC may sustain by reason of such failure on his part.

**D. Scope of work regarding Distribution of Meals & other Catering Items at ANVT/H.NZM/NDLS**

1. The Vehicle carrying meals, snacks and other catering items will reach ANVT/NZM/NDLS station as per the scheduled train time.
2. Service provider will provide trolley puller with desired number of trolleys prior half an hour from schedule of arrival of vehicle at ANVT/NZM/NDLS station.
3. Service provider should provide trolley puller with valid ID card and permission of loading meals, snacks and other Catering Items to the concerned trains.
4. Service provider must provide adequate number of trolleys and atleast 02 nos. of staff per trolley.
5. The items will be handed over to trolley puller as per demand and coach specification.
6. The trolley puller will distribute the items coach wise or as per the demand.
7. The service provider shall ensure that meals, snacks & other catering items are transferred to platform in covered condition with tarpaulin etc. safely and hygienically.
8. The empty plastic crates or other containers from the train must be returned back to the same vehicle at the designated area (ANVT/NZM/Base Kitchen, NDLS station premises).
9. Service provider shall make arrangement to deal with the weather condition like rain/thunderstorm etc. like covered transportation to train/platform by using tarpaulin/covered vehicle/trolley. Etc
10. Service provider shall be responsible for any loss/theft of plastic crates, SS. Containers etc

## INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

(A Government of India Enterprise)

### INSTRUCTIONS TO BIDDERS

The Indian Railway Catering and Tourism Corporation Ltd. hereinafter called the IRCTC, proposes to obtain Open E-Tender (**Two packet Bid**) for Transportation of Meals in covered Food Grade Commercial Vehicle (Refrigerated) and Distribution of cooked Meals and other Catering Items at Trains for a period of Three Month from Departmental Catering Units of Indian Railway Catering and Tourism Corporation Limited (IRCTC) at Base Kitchen, New Delhi

#### General:

##### 1.1 Bid Schedule is listed as under:

S.no	Bid Schedule	Date and Time
1.	Date & Time up to which bid will be received	Up to 27.05.2022 till 1200 Hrs
2.	Date & Time of Pre-Bid of Tender	Up to 13/05/2022 till 1200 Hrs
3.	Date & Time of opening of technical E-Bid	On 27.05.2022 at 1230 Hrs
4.	Date & Time of opening of Financial E-Bid will be notified to the successful bidders only through a written communication	

1.2 Bids are not transferable.

1.3 The Firm/Service Provider/Agency has to remit an EMD of Rs. 61422/- through online mode on [www.tenderwized.com/IRCTC](http://www.tenderwized.com/IRCTC).

1.4 To participate in the E- Tender, it is mandatory for the bidders to register themselves on the website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) without any payment and obtain User ID & password which is required for submitting the tender. It may please be noted for submission of bid, Class-III digital signature is required.

1.5 Corrigendum/Addendum to this Tender, if any, will be published on website [www.irctc.com](http://www.irctc.com), [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). No newspaper press advertisement shall be issued for the same.

1.6 For any difficulty in downloading & submission of tender document on website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC), please contact at **tenderwizard.com helpdesk no. 011-49424365 or cell no 8800115628**.

1.7 The digital signature of the bidder on the E- Bid form will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the Bid documents. There is no need to upload Bid document and corrigendum along with the bid.

#### 2.0 Benefits to registered SSI /MSEs firms:

**2.1** 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) Issue of E-Bid form free of cost.

b) Exemption from payment of Earnest Money.

c) In E-Bid, participating Micro and Small Enterprises quoting price within price band of L1+15 % shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise can be together ordered up to 25% of the total Bided quantity.

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

- 2.2 Special provisions for SSI / MSEs owned by Scheduled Castes or Scheduled Tribes:** Out of 25% quantity of this E-Bid for SSI / MSEs a sub target of 4% quantity of this E-Bid is earmarked for procurement from SSI /MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs and 3% for women entrepreneur. Provided that, in event of failure of such Micro and Small Enterprises to participate in E-Bid process or meet E-Bid requirements and L1 price, 4% sub target for procurement earmarked for SSI /MSEs owned by Scheduled Caste or Scheduled Tribe entrepreneurs & 3% for women entrepreneur shall be met from other registered SSI / MSEs.
- 2.3** 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.
- 2.4** 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. Bids for a period of two years.
- 2.5** 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.
- 2.6** 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 Bid 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.

### **3.0 Validity:**

- 3.1** The submission of any offer connected with this Bid document shall constitute an undertaking that the bidder shall have no cause for any claim, against IRCTC for rejection of the offer. IRCTC shall always be at liberty to reject or accept any offer at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against IRCTC.
- 3.2** The offer shall be kept valid for acceptance for a minimum period of 120 days from the date set for opening of E-Bids.
- 3.3** Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by IRCTC to the bidder. While the offers are under such consideration, bidders and or their representatives or other interested parties are advised to refrain from contacting IRCTC by any means.

### **4.0 E-Bid Evaluation & System of Award:**



- 4.1 During Bid evaluation, IRCTC may, at its discretion, ask the Bidder for any clarification of its bid. The request for clarification and response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted in response.
- 4.2 The financial bid will be opened of only those bidders which are cleared after scrutiny of the technical bid.
- 4.3 In case of two or more firms quoting the same rates, the firms will have to furnish their fresh quotes in sealed envelope on the spot and the quotes will be opened in front of the bidders.
- 4.4 The contract will be placed on the lowest bidder (Considering the total cost of the tender as a whole) for 03 Months.
- 4.5 IRCTC reserves the right to accept tender as deemed fit or reject at any point of time without assigning any reason. Decision of IRCTC will be binding on bidders.

## 5.0 Rates:

The bidders should quote rates inclusive of freight, Octroi and any other expenses for food safety and hygiene audits and delivery of report at the destination. Applicable Taxes shall be paid extra.

- 5.1 The rates finalized against this **Open** E-Tender shall be valid till the currency of the contract.
- 5.2 IRCTC may waive any minor nonconformity, or irregularity in the tender document that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 5.3 Prior to the detailed evaluation, IRCTC will determine whether each tender document 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 Document without material deviations, exceptions, objections, conditionality's, or reservation is:
  - ❖ One that limits in any substantial way the scope, quality, or performance of the product/material/ materials/service.
  - ❖ One that limits, in any substantial way that is inconsistent with the tender document's, 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.
- 5.4 If a bid is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the bidder by correction of the nonconformity. IRCTC's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by IRCTC in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.
- 5.5 Any statutory variation in taxes/duties in future is liable to be admissible within original/refixed contract period. Refixed contract period means refixation of original contract period by IRCTC and not due to any default by contractor. No statutory variation for increase of taxes/duties will be given to supplier in case contract period is extended due to failure of contractor. However, in case of reduction in duties/taxes only reduced duties/taxes paid by contractor will be reimbursed during extended delivery period.

## 6. Other conditions:

- 6.1 IRCTC reserves the right to reject or accept any E-Bid in whole or in part on account of credentials, technical capability, past performance or any other evaluation criteria to ensure uninterrupted services. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for the decision.
- 6.2 Bidders are invited to quote their rates on the enclosed E-Bid format provided in Annexure V in accordance with the above instructions and all the conditions of the rate contract.
- 6.3 The Bidders must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled.
- 6.4 IRCTC reserves the right to allot either full work or part of work or divide work accordingly to one or more agency.



**ANNEXURE - I**

**INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD**  
*(A Government of India Enterprise)*

**STANDARD CONDITIONS OF CONTRACT**  
*(For supply of Materials or Services)*

**1.0 General:**

- 1.1 Reference to any Statute or Statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended.
- 1.2 Irrespective of the place of deployment, pick-up and delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of the Bid has been issued.
- 1.3 Words importing the singular shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa. References to whole shall include the part and vice versa.
- 1.4 The Courts of the place from where the acceptance of the Bid has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 1.5 The Firm/Service Provider/Agency shall provide the services to the IRCTC in the areas and manner as discussed. The Firm/Service Provider/Agency shall undertake and assure the IRCTC that the services shall be provided efficiently in the predetermined schedule. Besides this, services will also be rendered by the Firm/Service Provider/Agency as and when desired by the IRCTC even though it may not be as per schedule on charges as may be agreed to separately.
- 1.6 The Firm/Service Provider/Agency shall maintain all registers required under various Acts, which may be inspected by the IRCTC as well as the appropriate authorities at any time.
- 1.7 The Firm/Service Provider/Agency shall not sublet or appoint any sub-contractor to carry out any obligations under the contract in any manner.
- 1.8 The Firm/Service Provider/Agency shall provide the services at such times and in such manner as communicated by IRCTC from time to time.
- 1.9 The Firm/Service Provider/Agency shall take proper instructions from time to time from IRCTC for the execution of the contract at the different places and will faithfully comply with the same during the currency of the contract.
- 1.10 In case, the Firm/Service Provider/Agency commits Breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the IRCTC from time to time, it shall be Open and lawful for the IRCTC to terminate the contract forthwith without assigning any reason and can get the work done by any

person(s) or through any other agency or Firm/Service Provider/Agency at the risk and cost of the Firm/Service Provider/Agency and firm shall have no right to claim any claim any compensation whatsoever on this account.

- 1.11 In the event of failure of the Firm/Service Provider/Agency to provide the services or part thereof, as mentioned in this contract for any reasons whatsoever, the IRCTC shall be entitled to procure services from other sources and the Firm/Service Provider/Agency shall be liable to pay forthwith to the IRCTC, the difference of payments made to such other sources, besides damages as deemed suitable by IRCTC.
- 1.12 The employees/agents of the Firm/Service Provider/Agency shall never be considered to enjoy any right to enter the premises of the IRCTC by virtue of this contract or otherwise at any time except with the prior permission of the IRCTC.
- 1.13 The contract may be terminated forthwith if either party becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors, the other party shall have the right to immediately terminate this contract.
- 1.14 Either party's liabilities for any charges payments or expenses due to the other party which accrued prior to the termination date shall not be extinguished by termination, and such amounts (if not otherwise due on an earlier date), shall be immediately due and payable on the termination date.
- 1.15 Any obligations under this contract which either expressly or by their nature is to continue after termination or expiration of this contract shall survive and remain in effect.
- 1.16 This Contract shall be governed by the Laws of India for time being in force.
- 1.17 Any notices required to be given under this agreement/contract shall be in writing and shall be deemed to have been served if sent by registered/airmail/courier post correctly addressed to the Parties to this Contract **Certificates/permissions** – The Service Provider/Agency will obtain necessary certificates/permissions as required by law such as state permit, test reports, pollution under control etc. for commercial vehicles or as required as per the local regulations from the competent authorities, Membership certificate from Competent Authority. In case of any offense on the services, Service Provider/Agency will be solely responsible for its penalty and consequences. MSE/ SSI Certificate may be provided, if any. In case of MSE/SSI firms, all the benefits and exceptions have provided/extended by the prevailing/guidelines shall be applicable.
- 1.18 IRCTC will reimburse for the AC 3 tier/AC chair car fare for only one enumerator (s) per rake on production of original confirmed journey ticket for the prescribed sector for conducting onboard mobile audit only. The arrangements for the journey tickets should be made by the agency on its own.
- 1.19 In case of any fraudulent practices such as, forged ticket in support of journey, forged report, forged verification certificate, in such case firm will be banned by IRCTC for three years for participating in tender along with forfeiture of SD and termination of contract.
- 1.20 No boarding and lodging arrangement of enumerators will be made by IRCTC, and no monetary amount will be paid for the same.
- 1.21 Only Confirmed Journey tickets will be reimbursed by IRCTC to the agency.

## **2.0 Earnest Money Deposit (EMD)**

- 2.1 The Firm/Service Provider/Agency has to remit an EMD of Rs. 61422/- through online mode on [www.tenderwized.com/IRCTC](http://www.tenderwized.com/IRCTC). The EMD of unsuccessful tenderers shall be refunded without interest on completion of the bidding process, i.e. issue of Letter of award to the successful bidder.
- 2.2 The Earnest Money is liable to be forfeited if the tenderer withdraws or amends its offer within the period of validity of offer.
- 2.3 **Security deposit (SD):** The Firm/Service Provider/Agency shall, after written notices of acceptance of Bid, deposit with the Corporation (in the form of Demand Draft in favour of Indian Railway Catering and Tourism Corporation

Ltd. drawn on scheduled commercial bank payable at New Delhi) a sum equal to 3 percent (3%) of the total value of the contract for which the Bid has been accepted as a interest free security for the due fulfillment of the contract. Security Deposit will be returned after successful completion of the contract subject to no dues and after a no Claim certificate issued by the firm.

- 2.3.1 No claim shall lie against IRCTC in respect of interest on Security Deposit.
- 2.3.2 IRCTC shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Firm/Service Provider/Agency in the fulfillment or performance in all respect of the contract under reference or any other contract with IRCTC or any part thereof to the satisfaction of IRCTC and IRCTC shall also be entitled to deduct from the said deposits any loss or damage which IRCTC may suffer due to any act or other default, recoverable by IRCTC from the Firm in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Firm/Service Provider/Agency to maintain the said security deposit at its original limit by making further deposits, provided further that IRCTC shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Firm/Service Provider/Agency under this or any other contracts with IRCTC.
- 2.4 The contract may be terminated forthwith if either party becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors, the other party shall have the right to immediately terminate this contract.
- 2.5 Either party's liabilities for any charges payments or expenses due to the other party which accrued prior to the termination date shall not be extinguished by termination, and such amounts (if not otherwise due on an earlier date), shall be immediately due and payable on the termination date.
- 2.6 Any obligations under this contract which either expressly or by their nature is to continue after termination or expiration of this contract shall survive and remain in effect.

### **3. System of payment**

- 3.1 Payment will be made at the accepted rates plus applicable tax to the Firm/Service Provider/Agency by IRCTC on the basis of GST invoice.
- 3.2 The work will be carried out in 2 to 3 phases. The data coverage in phases will be mutually decided. After completion of each phase firm can submit the bills for payment.
- 3.3 Payment of verified bills will be made as soon as possible after the same has been duly checked and passed for payment. No advance payment will be allowed under any circumstances.
- 3.4 Tax invoice/bill shall be issued from any place within the concerned State where the IRCTC unit is located, separately mentioning the basic value and GST.
- 3.5 The Firm/Service Provider/Agency will arrange to submit the bills along with acknowledged data sheets in original directly to the Nominated officer of IRCTC.
- 3.6 IRCTC reserves the right to arrange emergent services in case of failure of services/degraded services in part or full as per requirement placed by the IRCTC and amount paid for such services/items should be adjusted from contacted agency bill. **The occurrence of such event on regular basis during the contract period will lead to punitive action/termination by IRCTC at any time after serving warning to the service provider on such event.**
- 3.7 Invoice should be GST compliant and have following minimum particulars:-
  - (a) Name & Address of firm;
  - (b) GST No. of firm;
  - (c) Name & Address of Buyer with GST No.;
  - (d) Description of service provided;
  - (e) Value of Taxable service;

- (f) GST payable;
- (g) Invoice should be serially numbered
- (h) HSN/SAC code
- (i) Date of invoice

- 3.8 No payment will be made unless the invoice is as per GST rules.
- 3.9 The Agency/Firm/Contractor/Licensee must give an undertaking certifying that the party is depositing all the statutory dues to the Government (on Non-Judicial stamp paper of Rs. 10/- or as applicable).
- 3.10 Under Section 194-J of the Income Tax Act, 1961, a deduction for income tax along with surcharge as applicable will be made from sums paid for carrying out the work under this tender (if applicable).

#### **4 Withholding and lien in respect of sums claimed.**

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

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

#### **5 Corrupt Practices:**

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

- 5.1 Defines, for the purposes of this provision, the terms set forth below as follows:
  - “**Corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
  - “**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of IRCTC and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive IRCTC of the benefits of free and Open competition;
- 5.2 Will reject a proposal for award if it determines that the bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

#### **6 Breach of Contract:**

Any breach of the terms & conditions mentioned in this Bid document by the Firm/Service Provider/Agency, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Firm/Service

Provider/Agency) or the committing of any offence by the Firm/Service Provider/Agency or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle IRCTC to cancel the contract and all or any other contracts with the Firm/Agency/Service Provider and to recover from the Firm/Agency/Service Provider the amount of any loss arising from such cancellation.

**7 Penalty:**

- a) The timeframe stipulated in the milestone chart or as per any other agreed schedule should be deemed to be the essence of contract. The work throughout the stipulated period of contract shall be carried out with all diligence. If the firm fails to complete the work to the satisfaction of IRCTC within the time prescribed or within the extended time under the contract, the firm shall, without prejudice will be fined at the rate of 0.5% (of contract value) per week for the delayed time.
- b) In case agency fails to get the feedback as per the specified sample size given by IRCTC, Payment of balance sample size will be deducted/adjusted from the payment of Agency for that unit. Severe action may also be taken by Competent Authority as deemed fit as per circumstances if service provider continues such irregularities after due approval from the Competent Authority.

**8 Termination of the Contract:**

Notwithstanding any provision hereinbefore, Service provider can terminate the Contract by giving one month's (30 days) written notice to IRCTC without assigning any reason. However, in such case Security Deposit will be forfeited. IRCTC shall give a 7 days notice for termination of the Contract to the Service Provider/Agency. In that eventuality the Service Provider/Agency will move out of the premises of the IRCTC with his men and material immediately. This discretion of termination of this Contract by the IRCTC will be exercised judiciously since the Service Provider/Agency is rendering the essential and public utility services. In such situations Security Deposit will be made to service provider after adjusting dues, if any. *IRCTC reserves the Right to terminate the whole contract or part thereof upon written communication to the Service Provider/Agency due to change in policy or discontinuation/failure of the service.*

**9 Arbitration:**

- 9.1 In the event of any question, dispute or difference arising under any of these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same will be resolved by Arbitration, as per the provisions of 'The Arbitration and Conciliations Act-1996'.
- 9.2 The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off, given by the IRCTC, shall be referred to arbitration and other matters shall not be included in the reference.
- 9.3 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 9.4 If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the IRCTC that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and IRCTC shall be discharged and released of all liabilities under the contract in respect of these claims.



- 9.5 On demand for arbitration, three names from empanelled listed (to which service provider agree) shall be forwarded to the other party to suggest two name from the forwarded name and out of these two names, CMD IRCTC shall nominate sole arbitrator to adjudicate upon the dispute between the parties.
- 9.6 The award of the arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at IRCTC, Corporate Office or elsewhere in Delhi. The fee shall be shared equally between the parties.

**10 Consequences of Default:**

If the Firm/Service Provider/Agency shall omit to perform and observe any of the terms, conditions, obligations herein contained which by this agreement are to be observed and performed by the Firm/Service Provider/Agency, then it shall be lawful for the IRCTC any time thereafter to terminate the Contract agreement and forfeit the Security Deposit subject however to the IRCTC having given to Firm/Service Provider/Agency the time limit as per schedule prescribed by IRCTC, in writing to remedy or make good such breach and in spite of such notice the Firm/Service Provider/Agency having failed to remedy the breach. Upon termination of this Contract agreement as aforesaid, the Firm/Service Provider/Agency shall take away its entire belongings if any lying at the IRCTC premises within a given time frame.

**11 Tenure of the Contract:**

The Contract will be for a period of **Three months from the commencement of work** & may be extended for a further period of three months on the same terms and conditions at the sole discretion of IRCTC.

**12. Miscellaneous:**

- 12.1 Successful parties would be given maximum fifteen (15) days time or less time, as the case may be, from the date of issue of the letter of award, to convey his acceptance of award of contract. In case manufacturer/Firm/Service Provider/Agency fails to accept the offer of award of contract, his Earnest Money Deposit (EMD), if any, shall be forfeited by IRCTC. The manufacturer/Firm/Service Provider/Agency shall be debarred from participating in the future projects of IRCTC for a period of two year.
- 12.2 Any notice to be served on the Firm/Service Provider/Agency's shall be deemed to be sufficiently served if delivered at or sent by registered post addressed to the Firm/Service Provider/Agency at their registered office or last known place of business. Any notice to be served by the Firm/Service Provider/Agency on IRCTC shall be deemed to be sufficiently served if, delivered/ sent by registered post addressed to the Indian Railway Catering and Tourism Corporation Open at IRCTC concerned Zonal Office:
- 12.3 All delivery schedules are subject to provincial and Central Government Rules and Regulations which are or may be in force for the time being in respect of Civil Rationing of Central or Restrictions on movements of food stuffs or other articles.
- 12.4 Till the formal agreement is signed between Firm/Service Provider/Agency and IRCTC, this tender document will be an agreement between the Service Provider and IRCTC. The terms & conditions of the tender document will be binding on both the parties.
- 12.5 The Firm/Service Provider/Agency shall maintain full records pertaining to the audit reports rendered to Purchaser (e.g. Reports, accounts, voucher, bills etc.) and make it available for inspection to IRCTC.

12.6 The Firm/Service Provider/Agency shall not sublet or assign directly or indirectly his contract, or any part thereof or any interest therein, to any persons who so ever without the prior written permission of IRCTC. Such subletting assignment, transfer shall not be binding upon IRCTC and in the event of the Firm/Service Provider/Agency infringing the provision of this clause, IRCTC shall be at liberty to terminate the contract forthwith without any previous notice to the Firm/Service Provider/Agency and the Firm/Service Provider/Agency shall name no claim whatsoever in consequences of such termination of the contract.

12.7 IRCTC shall be entitled to purchase any item of this contract elsewhere on the Firm's account and risk, and the Firm shall be liable for any loss or damage, which IRCTC may sustain in consequences or arising out of such purchase.

### **13 Forensic audit**

"The document submitted by the successful applicants, in compliance of the above eligibility conditions shall be subject to verifications by IRCTC itself or through an agency (except in Forensic Audit) 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 EMD (If any) /Security deposit/ other deposits such as License Fee, Concession fee, etc.. In such eventually the successful bidder will also be debarred for 03 years from participating in the future projects of IRCTC'.

### **14 Indemnity:**

The service provider will indemnify the IRCTC/Railway administration for any loss or damage caused by service provider because of his fault or default.

### **15 Labour laws:** The Licensee shall comply with the provisions of all labour legislations" including the requirements of:

- Payment of Wages Act –
- Employees Compensation Act –
- Shops & Establishment Act –
- PF & ESI Acts –
- Child Labour (Prohibition and Regulation) Act, 1986. –
- Contract Labour(R&A) Act, 1971 –
- Minimum Wages Act, 1948.
- Registration in Shramik Kalyan Portal

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 License and no claim/compensation will be entertained in this regard.

### **16 Force Majeure**

In the event of any unforeseen event directly interfering with the operation of work arising during the currency of the work 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 bidder shall, within a week from the commencement thereof, notify the same in writing to IRCTC with reasonable evidence thereof. The work shall be restored as expeditiously as possible or, as the case may be, the impediment to accessibility shall be removed as expeditiously as possible. The period of work will be further extended for the period during which License/work was not operational.



## ANNEXURE-II

### Special Conditions of Contract

1. Payment will be processed after completion of each round of Audit and submission of report on pro-data basis of quoted/accepted rates. Separate invoice should be raised for cost of audit & reimbursement of travelling expenses etc.
2. The work would be considered complete once the Analysis / Audit / Inspection Reports/recommendations of last samples are handed over to IRCTC.
3. No increase in agreed rates will be permitted during the currency of the contract.
4. Bidders are required to quote consolidated per Unit rates in each category.
5. IRCTC reserves the right to terminate the contract at a short notice without assigning any reason.
6. The submission of any offer connected with these specifications and documents shall constitute an undertaking that the bidder shall have no cause/right for any claim against IRCTC for rejection of the offer. IRCTC shall always be at liberty to reject or accept any offer at its sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against IRCTC.
7. No additional amount shall be paid by IRCTC on account of any escalation in costs during the contract period or any further period duly extended by IRCTC.
8. Submission of tender implies that he/they has/have made himself/themselves aware of scope of work to be done before quoting his price bid, and generally all necessary information as to the risks/contingencies and other circumstances which may influence their costs and no extra charges consequent on any misunderstanding/misconception shall be allowed.
9. **Extension & Default in commence of work:** Request for extension of time, to be eligible for consideration, shall be made by the firm in writing within seven days of the happening of the event causing delay. The firm may also, if practicable, indicate in such a request the period for which extension is desired. In any such case,

IRCTC may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the firm by IRCTC in writing. Such extension will not be ground for revision of fee. The “time” mentioned herein refers to the time given to the firm to complete the respective tasks as given in the milestone chart and excluded the time taken by IRCTC to grant or obtain approvals and conduct the tendering process.

10. **Custody of reports and confidentiality:** During the execution of Food safety & Hygiene Audit, the firm shall observe strict confidentiality regarding the filled audit report and shall not part with any information to any other party or persons other than those directly connected with the audit. The reports/ documents generated by the firm on the subject shall be the property of IRCTC and shall be submitted to IRCTC after completion of each round.
11. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
12. The name of the Project Leader and team members with qualification and experience who would be responsible for audit should be submitted by the successful bidder.
13. In case the conduct or performance of any of the team members is found to be unsatisfactory by IRCTC, the firm shall immediately replace the said member with the one having appropriate qualification and experience upon receipt of a written request from IRCTC in this regard.
14. Tender should be signed only by the person authorized by the firm/ Company to sign the tender documents. The firm should be able to produce legally tenable documentary evidence of such authorization if called for by IRCTC.
15. No office space/office equipments shall be made available by IRCTC to the firm. The firm is expected to carry out all the work in its own premises/offices.
16. In case any static unit is found not in operation (for more than one week), a proof may be obtained (certificate from station authorities/IRCTC concerned official), to claim 25% of the quoted amount.

**ANNEXURE-V****FINANCIAL BID****BID-B**

To,  
Group General Manager  
Indian Railway Catering and Tourism Corporation Ltd. North Zone Office: Rail Yatri Niwas Building,  
New Delhi Rly. Station complex, Ajmeri Gate side,  
New Delhi-110002  
Ph. (011) 23221146, 23234763, Fax. 23210321

**TENDER NO.: 2022/IRCTC/NZ/Catg/Proc/Tpt of Meals/OT dated 06.05.2022**

**Subject: Submission of E-Open Tender for Transportation of Meals in covered Food Grade Commercial Vehicle (Refrigerated) Distribution of cooked Meals and other Catering Items at Trains for a period of Three Month(03) from Departmental Catering Units of Indian Railway Catering and Tourism Corporation Limited (IRCTC) at Base Kitchen, New Delhi**

- a) I/We accept the terms and conditions mentioned in the Tender Document which have been clearly understood by us.
- b) I/We have duly signed on each of the Documents.
- c) I/We understand that lowest landing rate will be accepted by IRCTC.
- d) I/We further certify that we are ready to start the supply/services of captioned item(s) within the timeframe given by the Departmental Catering Units of IRCTC Ltd., from time to time and as per the standard and special conditions prescribed by the IRCTC in the Tender Document and in the agreement to be executed between the parties.
- e) I/We understand that IRCTC reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.

I further declare that the information furnished by us in this document is true and correct. Our financial bid is as under:

**A. Transportation of Meals in Covered Food Grade Commercial vehicle**

S.NO	Type and Description of vehicles	Types of Requirements	Remarks	Rate Per Month per Vehicle as per requirement at (ii) (in Rs.) (inclusive of all costs & <i>exclusive of GST</i> )	
				In Figures	In words
1.	Covered Food Grade Commercial Tata Turbo 407 or similar Capacity <b>Refrigerated</b> vehicle	Monthly Basis For Minimum <b>1500 kms.</b>	<b>Refrigerated</b>		

**B. Distribution of Meals and other Catering Items at ANVT, NDLS, NZM & ANVT/NDLS/H.NZM Yard:**

S.NO	Description	Tentative Quantity per Day	Rate Quote Per Meal/Pax (In Rs.) (inclusive of all costs & <i>exclusive of GST</i> )	
			In Figures	In words
1.	<b>Loading, Unloading &amp; Distribution of meals and other catering items to be transferred safely and hygienically to the respective coaches from Vehicle/Base Kitchen at Hazrat Nizamuddin/ New Delhi/Anand Vihar Terminal Railway Station/Train Yard through E-cart /Hand Cart.</b>	<b>10,000 meals/pax</b>		

**Note:**

- 1 Financial Offer should be submitted through online mode only.
- 2 **The rate quoted should be inclusive of all costs & exclusive of GST as applicable.**
- 3 **Scope of work as per Annexure-III**, IRCTC reserves the right to change/modify the scope of work as per the demand from time to time and the same shall be final and binding upon the Agency/Service Provider.
- 4 **Evaluation will be done on the basis of rate quoted for each A above separately.**
- 5 For Distribution of meals and other catering items the quantity is tentative and can be increased or decreased depending upon the actual requirements of the organization during the currency of contract. Pro-rata rates would be applicable for any such increase/decrease.
- 6 The responsibility of reconciliation of payment received/pending, deduction made against the bill submitted with IRCTC etc is with the Agency/Supplier. Agency/Supplier is requested to reconcile the bill periodically (monthly).
- 7 The Schedule will be given by the Nominated In-charge at Base Kitchen, New Delhi.

I hereby agree to all the above conditions.

SEAL

Signature of the authorized signatory

Name & Designation:

Name of the Firm/Company:

Date:

**Annexure-VII**

**UNDERTAKING**

(To be submitted on the firm`s/Company Letter Head)

This is to certify that I/we . . . . . (Name of the firm) are not black listed or debarred by IRCTC or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids.

Authorized signatory

Name. Designation and seal

Address:

**Date:**

**Place:**

**ANNEXURE - IV****OFFER FORM**

Joint General Manager/BK/NDLS  
IRCTC, Base Kitchen  
New Delhi

Subject: E-Open Tender for Transportation of Meals in covered Food Grade Commercial Vehicle (Refrigerated) Distribution of cooked Meals and other Catering Items at Trains for a period of Three Month(03) from Departmental Catering Units of Indian Railway Catering and Tourism Corporation Limited (IRCTC) at Base Kitchen, New Delhi

Dear Sir,

- a) I / We \_\_\_\_\_ have read the general guidelines and tender document attached hereto containing the Terms and Conditions and agree to abide by such conditions. I / We offer for the subjected services in the attached schedules and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of Contract.
- b) I / We hereby understand that the submission of Open E-tender(s) does not guarantee allotment of Contract. I / We further understand that in case of any information submitted by me / us being found to be incorrect, IRCTC will have the right to summarily reject the Open E-tender, cancel the Contract or revoke the same at any time without assigning any reason whatsoever.
- c) I / We further agree to execute an agreement to abide by the standard and special conditions of Contract for the subjected services. In case of acceptance of tender by the IRCTC, I / We bind myself / ourselves to execute the Contract agreement awarded to me / us and to commence the supply/services as per the conditions of the Contract failing which, I / We shall have no objection to the forfeiture of full Security Deposit and EMD, deposited by us with IRCTC, New Delhi in addition to other penalties specified under the terms of Contract.
- d) IRCTC and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this tender.
- e) On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We shall be debarred by IRCTC for further participation in the future tenders of IRCTC.



I/We do hereby confirm that I/We have the necessary authority and approval to submit this Open E-tender document for the subjected service to the Departmental Catering Units of IRCTC Ltd. The following persons may be contacted for any information or clarifications relating to this Contract:

Name:

Address:

Telephone, fax number:

PAN No.:

A notice or letter of communication addressed to me/us at the given address in the tender, even by ordinary post will be deemed to be valid and proper notice of intimation to me/us.

Authorized signatory

Name. Designation and seal

Address:

Date:

Place:

With Kind regards

For \_\_\_\_\_ (name of the Company/Organisation)

Signature of the Authorized signatory and Company/Organisation Seal

(Name of the authorized signatory)

Address:

**INTEGRITY PACT**

**Between**  
**INDIAN RAILWAY CATERING AND TOURISM CORPORATION (IRCTC) hereinafter referred to as**  
**“The Principal”**

**And**  
-----**hereinafter referred to as**  
**“The Bidder/Contractor”**

**Preamble**

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

In order to achieve these goals, the Principal will appoint as independent External Monitor (IEM), who will monitor the Open E-tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal:**

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - (a) No employee of the principal, personally or through family members, will in connection with the Open E-tender for, or the execution of a contract, demand, take a promise for or accept, for self or third parson, any material or immaterial benefits which person is not legally entitled to.
  - (b) The principal will, during the Open E-tender process treat all Bidder(s) with equity and reason. The principal will in particulars, before and during the Open E-tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(S) could obtain an advantage in relation to the Open E-tender process or the contract execution.
  - (c) The principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employee which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s)/ contractor(s):-**

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Open E-tender process and the during the contract execution.
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees, involved in the Open E-tender process or the execution of the contract or to any third person any material or other benefits which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the Open E-tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary

contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as Annex-
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he had made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offence outlined above or be an accessory to such offences.

### Section 3 – Disqualification from Open E-tender process and exclusion from future contractor:-

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section-2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the Open E-tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of Business dealings” is annexed and marked as Annex-B”.

### Section 4 – Compensation for Damages

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

### Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conformation to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the Open E-tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Open E-tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

### Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

- (3) The Principal will disqualify from the Open E-tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7 –Criminal charges against violating Bidders / Contractors / Subcontractors

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

#### Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this pact. The task of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD/IRCTC.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractors. The Contractors will also grant the Monitor, upon his request and demonstration of a valid interest, Unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relation between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relative action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the CMD/IRCTC within 8 to 10 weeks from the date of reference or initiation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to provided to independent Directors on the IRCTC board.
- (8) If the Monitor has reported to the CMD/IRCTC a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD/IRCTC has not within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word “Monitor” would include both singular and plural.

#### Section 9 – Pact Duration

The pact beings when both parties have legally signed it. It expires for the Contractor 12 month after the last payment under the contract, and for all other Bidders 6 month after the Contract has been awarded.

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

#### Section 10 – Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

(Office Seal)

(Office Seal)

Place\_\_\_\_\_

Date\_\_\_\_\_

Witness 1: (Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2: (Name & Address)

**IRCTC**