



INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD

E-OPEN TENDER DOCUMENT

TENDER NO.: 2022/IRCTC/NZ/Catg/Proc/Chapati/OT dt. 13.05.2022

E-Tender for Supply of Buttered Chapatti (100gms.) to Departmental Catering Unit of IRCTC at Base Kitchen, New Delhi for a period of 3 month

1. Open Tender through online mode is invited for the below mentioned procurement.
2. The complete Tender document can be viewed and downloaded only from the website (www.tenderwizard.com/IRCTC) till last date of Closing of tender.
3. Complete tender papers, duly accompanied with receipts of EMD (if any) shall be received online as per date and time mentioned below. Tender shall be opened through E-Tendering systems, in presence of bidders or their authorized representatives. ***If the supplier/manufacturer do not submit the EMD amount (if any) as specified in the Tender Document, the tender shall not be considered.***

SN	Requirements	Details
1	Tender Number	2022/IRCTC/NZ/Catg/Proc/Chapati/OT dt. 13.05.2022
2	Scope of Work	Supply of Butter Chapati 100gms.(25 gms*4) per packet(food grade packing) to Departmental Catering Unit of IRCTC at Base Kitchen, New Delhi
3	Location(s)	Base Kitchen, New Delhi
4	Validity of Contract	<u>Three Months</u>
5	Approximate 3 month Requirement	<u>900000 Pkts.</u>
6	Value of the contract (approximate)	<u>Rs. 54,00,000/- (Approx.)</u>
7	EMD	<u>Rs. 1,08,000/-</u>
8	Pre-Bid Meeting	<u>20.05.2022 at 12:00 HRS</u>
9	Last Date and Time for Submission of Bid	<u>03.06.2022 at 15:00 HRS</u>
10	Last Date and Time for Opening of Bid	<u>03.06.2022 at 15:15 HRS</u>

4. This Notice Inviting E-Tender is also available at IRCTC Website www.IRCTC.com.
5. Micro & Small Enterprise registered with NSIC or other bodies are exempted from submission of EMD as per Public Procurement Policy order 2012 subject to submission of valid NSIC certificate or other bodies as approved by the Ministry of MSME.
6. Corrigendum/Addendum to this Tender, if any, will be published on website www.IRCTC.com, (www.tenderwizard.com/IRCTC) Newspaper press advertisement shall not be issued for the same.
7. For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/IRCTC, please contact at tenderwizard.com helpdesk no. 011-49424365 or cell no. +91-8800115628 / +91-9599653865.
8. IRCTC reserves the right to reject any or all the tenders without assigning any reason thereof.

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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 supply of **Buttered Chapatti 100gms (25 gms *4 pieces) wrapped in Aluminium Foil**. 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 Manufacturer/supplier 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.

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PREAMBLE

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED (A Government of India Undertaking)

Indian Railways (IR) is one of the largest Railway organization under single management in the world. IR operates more than 7,000 passenger trains across the length and breadth of the country and carries more than 12 million passenger everyday over 62,000 route kilometers. Railways provide catering services at more than 3000 railway stations and 170 pair of trains.

In order to professionalize and upgrade the standard of catering services in Indian Railways, a public sector undertaking, viz. "Indian Railway Catering and Tourism Corporation Ltd" (IRCTC) has been set up to stimulate catering and hospitality business.

Tender document containing detailed guidelines is enclosed. Parties should read the document carefully before submitting their Offers. They are also expected to familiarize themselves with actual conditions at the mentioned Departmental Catering Units before submitting their offers.

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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” only.
 - e) The samples, if any should be submitted in appropriate packing properly sealed indicating applicant’s name, Tender No. & date of Opening of the Tender.
 - f) The EMD is to be paid online through the link provided therein the e-tendering website www.tenderwizard.com/IRCTC prior to the submission of bid by/before the last time of Submission of the E-Open Tender i.e. 03.06.2022 at 15:00 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 or www.tenderwizard.com/IRCTC), however; the bids can only be submitted through online mode on www.tenderwizard.com/IRCTC.**
5. The applicant should upload self-attested complete set of documents in support of Technical criteria mentioned in Bid- ‘A’ and the individual (s) signing the tender or other documents connected therewith should satisfy himself/herself with the terms and conditions and scope of work of the tender document.
6. 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”
7. 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**.
8. Under no circumstances should the quality of material supplied be compromised. IRCTC reserves the right to split the quantities of tender between participants.

**ELEGIBILITY CUM TECHNICAL CRITERIA & CHECKLIST OF DOCUMENTS TO BE
SUBMITTED (Bid A)**

(Please refer tender document in details before bidding)

SN	Technical Criteria	Documentary Proof to be submitted by the bidder	Page Nos.
General Information			
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	
Mandatory Criteria			
7.	Details of Earnest Money Deposit (EMD) Rs.1,08,000/-	Auto Generated Payment Receipt / MSME or NSIC Certificate in case of relaxation claimed	

8.	For Non-MSME firms: equal to at least 35% of the estimated tender value i.e. Rs. 18,90,000.00 in the last three financial years and current financial year.	Work or Supply order/letter of award/agreement and corresponding work/supply completion certificate issued by the client indicating the nature and value of work/supply.	
9	For -MSME firms: equal to at least 25 % of the estimated tender value i.e. Rs. 13,50,000.00 in the last three financial years and current financial year.	Work or Supply order/letter of award/agreement and corresponding work/supply completion certificate issued by the client indicating the nature and value of work/supply.	
10.	<p>Turnover criteria</p> <p>For Non MSME firm</p> <p>The bidder must have 150% turnover of the estimated value in last three previous financial year 2018-19, 2019-20, 20-21 aggregate i.e. Rs 81,00,000.00</p> <p>For MSME firm</p> <p>The bidder must have turnover of 25% of 150 % of estimated value in last three previous financial years. 2018-19,2019-20,20-21 aggregate i.e. Rs 20,25,000.00</p>	<p>1. 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 of the Chartered Accountant who is signing the abovementioned documents.</p> <p>2. CA certificate specifying Annual Turnover by work/supply from business of similar nature (*).</p>	
11.	Certificate of the applicant that the firm has not been banned/ black listed by IRCTC or Railways or Ministry of Railways.	On letter head as per Annexure VI.	
12.	GSTIN no.	Copy of registration Certificate under GST	
13	Similar works(*) under this clause means prepare the food at his base kitchen and transport same to the designated place / Canteen of the Client(s) such as Central / State Government Department or any reputed PSU(s)/ Corporate House(s) / Institution(s) / Establishment(s) etc. and servicing successfully in the prescribed hours to the clients etc.	Work order & Completion certificate	
14.	The Bidder should have one or two production unit with capacity of minimum 30000 number roti productions per day. (Please enclose a copy of currently valid FSSAI licence for the unit.)	Enclose unit Address & FSSAI certificate	

Desirable Criteria			
15	Details of delivery/logistics support system (whether own/hired vehicles)	Self declaration on letter head along with the details of the vehicles.	
16.	PAN allotted by Income Tax Dept.	Enclose copy of Permanent Account Number	
17.	Valid license issued by competent authority regarding Food Production.	Enclose copy of FSSAI/HACCP/ISO Certificates	

1. The bids received shall be evaluated on the basis of eligibility criteria.
2. **Only those who are qualifying all the Technical Criteria & Eligibility criteria above are suggested to participate in the bid. Participation in the bidding process suo-moto implies that the bidder has accepted all the terms & Conditions of the E-Tender.**

*Application 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 Charter Accountant.

* Similar works under this clause means prepare the food/chapatti/paratha at his base kitchen and transport same to the designated place / Canteen of the Client(s) such as Central / State Government Department or any reputed PSU(s)/ Corporate House(s) / Institution(s) / Establishment(s) etc. and servicing successfully in the prescribed hours to the clients etc.

**1.
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 annexures 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.

IRCTC

INDIAN RAILWAY CATERING AND TOURSIM CORPORATION LTD.
(A Government of India Undertaking)

E-TENDERING MODE ONLY

NOTICE INVITING TENDER

Sub: Submission of E-Open Tender for Supply of Buttered Chapatti 100gms (25 gms *4 pieces) wrapped in Aluminum Foil to Departmental Catering Unit of IRCTC at Base Kitchen, New Delhi for a period of Three (3) month.

Ref: TENDER NO.: 2022/IRCTC/NZ/Catg/Proc/Chapati/OT dt. 13.05.2022

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

Last Date and Time of **Online** Submission : **03.06.2022 at 15:00 HRS**

Date & Time of **Opening** of Tenders (Bid A) : **03.06.2022 at 15:15 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-110002
Ph. (011) 23221146, 23234763, Fax. 23210321**

2. The offer should be submitted through e-tendering mode in the website 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 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 **03.06.2022** 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 prior to the submission of bid by/before the last time of Submission of the E-Tender i.e. 03.06.2022 at 15:00 Hrs. Bids uploaded without the EMD shall not be entertained.
7. The successful Tenderer shall be intimated about the Award of Work, and 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. Bids submitted without EMD (if any), Seal and Pre – qualification requirement etc. as mentioned in tender document shall be summarily rejected.
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 90 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 35 **pages** including one index page and one cover Page.

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

IRCTC

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.
(A Government of India Undertaking)

INSTRUCTIONS TO TENDERERS

The Indian Railway Catering and Tourism Corporation Ltd. hereinafter called the Purchaser, proposes to obtain E- Open Tenders from the firms for supply of **Buttered Chapatti 100gms (25 gms *4 pieces) wrapped in Aluminum Foil.**

1.0 General:

Date & Time of **Opening** of Tender : **03.06.2022 at 15:15 HRS**
(Tender will be opened in presence of bidders, whosoever wishes to be present in the office of the Corporation to witness the opening of Tender.)

2.0 Documents to be uploaded by Tenderers:

1. Documents as mentioned under **Checklist of Mandatory Documents** at **page no.6-8** of the Tender document. (Bid-A)
2. Filled covering letter as per format enclosed – Annexure: IV on the letter head. (Bid-A)
3. Online Financial Bid sheet as per Format enclosed (Annexure: V). (Bid-B)

3.0 Validity:

The submission of any offer connected with this tender document shall constitute an undertaking that the tenderer shall have no cause for and 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 tenderer shall have no claim in that regard against IRCTC.

3.1 The offer shall be kept valid for acceptance for a minimum period of 90 (Ninty) days from the date set for opening of tenders.

3.2 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by IRCTC to the tenderer. While the offers are under such consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting IRCTC by any means. If necessary, IRCTC will obtain clarifications on the offers by requesting for such information from any or all the tenderers, in writing, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened.

4.0 Earnest Money:

- 4.1 Tenderers are required to furnish EMD amounting to Rs.1,08,000 which is to be paid online through the link provided therein the e-tendering website www.tenderwizard.com/IRCTC prior to the submission of bid by/before the last time of Submission of the E-Tender i.e. 03.06.2022 at 15:00 Hrs. Bids uploaded without the EMD shall not be entertained.
- 4.2 The Earnest Money shall remain deposited with IRCTC for a period of 90 days from the date of opening of the tenders. If validity of the offer is extended, the Earnest Money duly extended shall also be furnished, failing which the offer after the expiry of the aforesaid period shall not be considered by IRCTC.
- 4.3 No interest shall be payable by IRCTC on the Earnest Money.
- 4.4 The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.
- 4.5 The Earnest Money of the successful tenderer will be returned after the Security Deposit (as required) is furnished.
- 4.6 Micro & Small Enterprise registered with NSIC or other bodies are exempted from submission of EMD as per Public Procurement Policy order 2012 subject to submission of valid NSIC certificate or other bodies as approved by the Ministry of MSME.

5.0 Tender Evaluation

The evaluation will be done in the following two stages:

Stage I: The Technical bid (Bid A) of all the offers that are received within due date mentioned herein shall be evaluated in terms of condition laid down. The financial bid of only those Bidders shall be opened who are adjudged technically successful during technical bid evaluation in stage-I.

Stage II: The date and time of opening of the Financial Bid (Bid B) shall be intimated to the shortlisted Bidders subsequently through mail or portal and shall be opened at such an appointed date and time. The financial bid i.e. Bid B of unsuccessful bidders shall not be opened.

During tender evaluation, IRCTC may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and response shall be in writing, and no change in the price or substance of the tender shall be sought, offered or permitted.

5.1 *Tender will be AWARDED on the basis of rate quoted by the bidder in the financial bid (Bid B).*

5.2 *IRCTC reserves the right to accept tender as deemed fit.*

6.0 Rates:

The tenderers should quote ***“F.O.R. Rate per Pax/Pkt. (in Rs.) (Inclusive of all costs & excluding GST)” for delivery of item(s) at the destination (s).*** The offers with rates not quoted inclusive of all costs and GST are liable to be rejected.

6.1 The rates & brands applicable under the contract would be as per the rates quoted by the Supplier as per the schedule of ingredients approved by IRCTC/Railways.

6.2 The rates finalized against this tender shall be valid for a period of **Three (03) Months** from the date of award of the Contract or till the currency of the contract whichever is later.

6.3 IRCTC may waive any minor nonconformity, or irregularity in a tender document that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

6.4 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 Documents without material deviations, exceptions objections, conditionality's, or reservation material deviation, exception, objection, conditionality, or reservation is:

- i) One that limits in any substantial way the scope, quality, or performance of the product/material/materials/service.
- ii) One that limits, in any substantial way that is inconsistent with the tender documents, IRCTC rights or the successful bidders' obligations under the contract; and
- iii) One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.

6.5 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.

7.0 Tenders are not transferable.

8.0 Bids submitted without EMD (if any), Seal and Pre – qualification requirement etc. as mentioned in tender document shall be summarily rejected.

- 9.0 IRCTC reserves the right to reject or accept any tender in whole or in part or to distribute/split the procurable quantity on one or more of the eligible tenderers on account of credentials, technical capability, past performance or any other evaluation criteria to ensure uninterrupted supply of material. In case of split, the same shall be done between lowest two successful bidders in the ratio 70:30 by giving counter offer of the lowest successful (L1) rates to the second Lowest (L2) tenderer. In case, the L2 firm does not accept the counter offer, then 100% quantity will be given to the L1 bidder. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for the decision.
- 10.0 ***IRCTC reserves the right (a) to enter into parallel contract(s) simultaneously or at any time during the period of the contract with more Tenderers as IRCTC may think fit, and (b) to place ad-hoc contract or contracts simultaneously at any time during the period of this contract with more supplier(s)/ Tenderers(s) for such quantity and such item as the Competent Authority of IRCTC (whose decision shall be final) may determine.***
- 11.0 IRCTC reserves the right to allot either full or partial quantities to the Tenderer.
- 12.0 The Tenderer shall supply the accepted part/whole quantity at the accepted rate.
- 13.0 Tenderers are invited to quote their rates through online mode only as per the enclosed format provided in Annexure–V in accordance with the above instructions & all conditions of contract.
- 14.0 However, IRCTC shall not be responsible for any delay. All Tenders received/uploaded after the stipulated time and date may summarily be rejected.
- 15.0 The Tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may summarily, be rejected.

IRCTC

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

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

A. Definitions and Interpretation

In the Contract, unless the context otherwise requires;

- 1.01** “*Consignee*” means where the materials are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; where the materials are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the materials are required by the acceptance of tender to be delivered in the manner therein specified;
- 1.02** “*Contract*” means and includes the *invitation to tender, instructions to Tenderers, tender, acceptance of tender, Standard Conditions to Contract, Special Conditions of Contract, particulars* and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the / for the Manufacturer/supplier and a formal agreement, if executed;
- 1.03** The “*Manufacturer/supplier*” means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the Parties successors (approved by IRCTC) representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract;
- 1.04** “The Inspecting Officer” means the person specified in the contract for the purpose of Inspection of materials or services under the contract and he is an officer authorized by IRCTC and/or Chief Medical Officer of Railway Administration.
- 1.05** “Particulars”: include –
- (a) Specifications;
 - (b) Any other details governing the construction, manufacture or supply of materials as may be prescribed by the contract.
- 1.06** “The Purchaser” means the Indian Railway Catering and Tourism Corporation Ltd.(IRCTC).
- 1.07** “Purchase Officer” means the officer signing the acceptance of the tender and includes any officer who has authority to execute the relevant order as part of the contract on behalf of the Purchaser.
- 1.08** “Materials” means the goods specified in the contract which the Manufacturer/supplier has agreed to supply under the contract;
- 1.09** “Test” means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer/ Unit in-charge whether performed or made by the inspecting Officer or any agency acting under the direction of the Inspecting Officer/ Catering-in-Charge.
- 1.10** “Unit” and “Quantity” means the unit and quantity specified in the contract’

- 1.11** The *delivery of the materials* shall be deemed to take place on delivery of the materials in accordance with the terms of the contract, after approval by the Unit in-charge or his representative if so provided in the contract, to-
1. The consignee at his premises; or
 2. Where so provided the interim consignee at his premises or
 3. A carrier or other person named in the contract for the purpose of transmission to the consignee, or
 4. The consignee at the destination station in case of contract stipulating for delivery of materials at destination station.
 5. The firm should supply the items at the time desired by the catering unit in charge as the quantities specified
- 1.12** Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended), or the Indian Contract Act, 1897 (as amended), as the case may be.
- 1.13** This Contract shall be governed by the Laws of India for time being in force.
- 1.14** Reference to any Statute or Statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- 1.15** Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of the tender has been issued.
- 1.16** Any notices required to be given under this agreement/contract shall be in writing and shall be deemed to have been served if sent by registered/ airmail /courier post correctly addressed to the Parties to this Contract.
- 1.17** 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.
- 1.18** The Courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 1.19** The heading of these conditions shall not affect the interpretation or construction thereof.

B. General

2. PARTIES:

The parties to the contract are the Manufacturer/supplier and the Purchaser, as defined in Clauses 1.03 and 1.06.

- 2.01** Authority of person signing the contract on behalf of the Manufacturer/supplier.

A person signing the tender or any other document in respect of the Contract on behalf of the Manufacturer/supplier without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Manufacturer/supplier. If it is discovered at any time that the person so signing has no authority to do so, IRCTC may, without prejudice to any other right or remedy of IRCTC, cancel the contract and make or authorize making of a purchase of the materials at the risk and cost of such person, and hold such person liable

to IRCTC for all costs and damages arising from the cancellation of the contract including any loss which IRCTC may sustain on account of such purchase.

2.02 Address of the Manufacturer/supplier and notices and communications on behalf of IRCTC-

- a. For all purposes of the contract, including arbitration there under, the address of the **Manufacturer/supplier** mentioned in the tender shall be address to which all communications addressed to the **Manufacturer/supplier** shall be sent, unless the Manufacturer/supplier has notified change by a separate letter containing no other communication and sent by registered post acknowledgment due to IRCTC. The **Manufacturer/supplier** shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- b. Any communication or notice on behalf of IRCTC in relation to the contract may be issued to the **Manufacturer/supplier** by the Unit in-charge and all such communications and notices may be served on the **Manufacturer/supplier** either by registered posts or under certificate of posting or by ordinary post or by courier or by hand delivery at the option of such officers.

3.0 CONTRACT:

- 3.1 This contract is for the supply of the materials of the description, specifications and in the quantities set forth in the contract/ acceptance of the tenders on the date or dates specified therein. Unless otherwise specified, the materials shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Unit-in-Charge/ Inspecting Officer.
- 3.2 Any variation or amendment of the contract shall not be binding on IRCTC / Manufacturer/supplier unless and until the same is duly endorsed on the contract incorporated in a formal instrument (Rider Agreement) or in exchange of letters and signed by the parties.
- 3.3 Each Manufacturer/supplier shall undertake with the other to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of the Contract/ Agreement.

4.0 SECURITY DEPOSIT:

- 4.01. Unless otherwise agreed between IRCTC and **Manufacturer/supplier**, the **Manufacturer/supplier** shall, within 15 days after written notices of acceptance of the tender has been posted to the Manufacturer/supplier , 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 of the total value of the materials detailed in the contract for which the tender has been accepted.**
- 4.02. If the Manufacturer/supplier , having been called upon by IRCTC to furnish security fails to make and to maintain a security deposit within the specified period, it shall be lawful for IRCTC-
 - (a) to recover from the Manufacturer/supplier the amount of such security deposit by deducting the amount from the pending bills of the Manufacturer/supplier under any other contract with IRCTC, or
 - (b) to cancel the contract or any part thereof and to purchase or authorize the purchase of the materials at the risk and cost of the Manufacturer/supplier .
- 4.03. No claim shall lie against IRCTC in respect of interest on Security Deposit or depreciation thereof.
- 4.04. 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

Manufacturer/supplier 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 Manufacturer/supplier in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Manufacturer/supplier 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 Manufacturer/supplier under this or any other contracts with IRCTC.

5. EXECUTION OF CONTRACT:

- 5.01. The delivery schedule will be given by the Unit In charge or any person authorised by him, at IRCTC Catering Units of mentioned stations. The supply can be had as and when required by the unit concerned
- 5.02. The Manufacturer/supplier shall deliver the material at IRCTC Catering Units strictly according to the requirements intimated by the Catering Unit In charge as the case may be during the currency of contract within agreed upon / reasonable period.
- 5.03. **Date and Time of delivery are the essence of the Contract**
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 delivery must be completed no later than the 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 Manufacturer/supplier fail to complete delivery (including replacement of rejected supplies or unsold stock) 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 Manufacturer/supplier and the Manufacturer/supplier shall be liable for any loss or damage which the IRCTC may sustain by reason of such failure on his part.
- 5.04. On delivery of the material at the IRCTC premises, the Unit In charge or his representative will inspect the supply and take over the supply if it is in accordance with the specifications and approved sample. The delivery Challan of the Manufacturer/supplier will then be duly stamped and signed by the unit in charge or his representative as the actual net weight of the quantity taken over from the Manufacturer/supplier.
- 5.05. In the case of replacement of the rejected supplied is ordered, similar procedure as detailed above will be followed for grant of material receipt on your delivery challan. In the case of rejected supplies whether replaced or not, all the handling weighment and other charges incurred by the IRCTC, will be recovered from the Manufacturer/supplier 's bills or security deposit.
In the case of any dispute regarding the quantity, decision of the Unit In charge shall be final
- 5.06. The whole order should be executed in the most approved and workman like manner to the entire satisfaction of IRCTC and any authorized representative of the IRCTC shall have the power to reject any of the supply which he may disapprove of as not conforming to the specifications and stipulations mentioned herein. The Manufacturer/supplier will be required to remove the rejected supplies immediately and replace the stocks within 24 hours of the time of rejection. If not removed during the time specified above, IRCTC shall have the right to dispose of the rejected supplies at the Manufacturer/supplier 's risk and on his account.

In the event of the failure on the part of the Manufacturer/supplier to replace the rejected commodities on or before the due time, prescribed, IRCTC shall be entitled to purchase

elsewhere the quantity of goods required, on the Manufacturer/supplier 's account and at his risk and the Manufacturer/supplier shall be liable for any loss or damage which IRCTC may sustain in consequence of on arising out of such purchases. IRCTC shall, without prejudice to its other rights and remedies, be entitled to recover as per Risk Purchase Clause.

- 5.07. No consignment shall be treated as having been supplied until and unless it has been sampled and accepted by the consignee and the decision of IRCTC as regards quality or quantity of supplies delivered shall be final and IRCTC shall be entitled to reject any or all the supplies as unsuitable.
- 5.08. The manufacturer/supplier should submit warranty certificate mentioning **"WE HERE CERTIFY THAT ITEMS MENTIONED IN THE CHALLANS/BILLS ARE WARRANTED TO BE OF THE NATURE AND QUALITY WHICH THESE PURPOSE TO BE AND TO BE IN ACCORDANCE WITH STATUTORY REGULATIONS. WE ALSO CERTIFY THAT THE PRODUCT IS FIT FOR HUMAN CONSUMPTION"** with each supply
- 5.09. The supply will be accompanied with challans in quadruplicate and original will be returned to you duly signed by the Unit In charge or by his authorised representative of the concerned catering units.
- 5.10. The Manufacturer/supplier shall as may be required by IRCTC deliver F.O.R. at the place/places detailed in the contract, the quantities of the materials detailed therein and the materials shall be delivered or dispatched not later than the dates specified in the delivery schedules issued as per requirement by Departmental Catering units. The delivery will not be deemed to be complete until and unless the materials are inspected and accepted by the Catering-in-Charge/inspecting officer as provided in the contract/acceptance of the tender.
- 5.11. The quantities will be specified as and when required. The quantities shown on the tender form are only approximate and intended to give the tenderers an idea of the turnover they can expect. The IRCTC Administration reserves the right to order any quantity. The payment will be made only for actual quantities ordered from time to time by the appropriate authority for the prescribed material and supplied by the Manufacturer/supplier .
- 5.12. Consignee's Right of Rejection-Notwithstanding any approval which the Unit-in-Charge/inspecting officer may have given in respect of the any materials or other particulars involved in the performance of the contract(whether with or without any test carried out by the Manufacturer/supplier or the Unit in-charge/ Inspecting Officer or under the direction of the Inspecting officer) and notwithstanding delivery of the materials where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of IRCTC, to reject the materials or any part, portion or consignments thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such materials or part, portion or consignment thereof is not in all respects in conformity with the Terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

6. QUALITY:

- 6.01. Tenderers should send samples free of charge, of products offered by them as and when required/ demanded by IRCTC.
- 6.02. Each supply should be fresh and of good quality according to the specification as mentioned in the tender form.
- 6.03. The products to be supplied shall confirm to the standards laid down in Food Safety and Standards act, 2006 and additions & alterations thereto from time to time and will also be

subject to inspection by the Railway Administration Chief Medical Officer or any Officer authorized by IRCTC in this behalf. If, on inspection, the same are rejected as being unwholesome or otherwise unfit for human consumption, the Manufacturer/supplier shall replace the goods and loss on this account will be to Manufacturer/supplier's bill. The Manufacturer/supplier shall also bear the cost of chemical analysis, should the officials of the IRCTC consider such examination necessary in the public interest. The decision of IRCTC representative / Railway Administration Chief Medical Officer / Testing Laboratory will be final and binding on the on the Manufacturer/supplier.

- 6.04. The supplier(s) shall be responsible for the compliance of the provision of Food Safety & Standard Act – 2006. Railway Administration/ Various Authorities under FSSAI shall have all the powers of the Food Inspectors conferred by the said Act. The supplier(s) shall also treat them as Food Inspectors duly appointed under the said Act.
- 6.05. In case the Manufacturer/supplier (s) is/are prosecuted and convicted under then provision of the said act by a Court of Law the Manufacturer/supplier shall be liable to be terminated after 48 hours.
- 6.06. The products supplied must be free from biohazards, weevils/bugs dust and extraneous matter and should be clean and/or screened in advance for that purpose, if necessary.
- 6.07. Parties have to submit an undertaking that the products to be supplied by them are fit for human consumption and in no way injurious to human health. The shelf life of the product may be indicated on commencement of supplies with every delivery on challan.
- 6.08. As cent percent inspection is not possible or practicable at the time of supply being bulk supply, the Manufacturer/supplier shall replace the material at his own cost, defective/expiry dated if found afterwards on opening of cartons. If the same are not replaced in the reasonable time, the cost thereof will be recovered from Manufacturer/supplier's subsequent bills.
- 6.09. Supplier will indicate Date of Production & shelf life on the delivery Challan.
- 6.10. **Inspection by Purchaser for Quality:**
IRCTC shall have the power:
- (i) to certify any materials or part thereof of submitted for inspection that they are not in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
 - (ii) to reject any materials submitted as not being in accordance with the particulars.
 - (iii) to reject the whole of the installment, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
 - (iv) the Inspecting Officer's decision as regards the rejection shall be final and binding on the Manufacturer/supplier .
- 6.11. IRCTC reserves the right to inspect the materials to be dispatched / in Transit / already delivered at any time and at anywhere. IRCTC also have rights to inspect the raw materials used for manufacturing, process of manufacturing, quality policy fixed and testing facilities for the product to be supplied by the Manufacturer/supplier at the Manufacturer/supplier 's premises.
- 6.12. **Cost of Test: The manufacturer/supplier is liable to pay for Test done on the product supplied for conformity on quality. In case of failure of sample as per applicable FSSAI/Government Norms, the manufacturer/supplier is liable to pay any penalty / fine imposed for such failure in addition to the cost of test.**

7. SAMPLES:

- 7.01. **Advance Sample:** Where an advance sample is required to be approved under the terms of the contract or Acceptance of the tender, the Manufacturer/supplier shall submit the sample free of cost to the Inspecting Officer within the time specified in the acceptance of tender or Acceptance of the tender. In the event of the failure of the Manufacturer/supplier to deliver the advance sample by the date specified by IRCTC or of the rejection of the sample, IRCTC shall be entitled to cancel the Acceptance of the tender and, if so desired, purchase or authorize the purchase of the materials at the risk and cost of the Manufacturer/supplier.
- 7.02. **Marking:** Samples submitted shall be clearly labeled with the Manufacturer/supplier's name and address and the tender number or acceptance of the tender no. and date.
- 7.03. The rejection of the sample by IRCTC shall be final and binding on the Manufacturer/supplier.
- 7.04. Where the contract/acceptance of the tender does not require any advance sample to be approved, the Manufacturer/supplier may before proceeding with bulk manufacture or delivery of the materials, if he so desires may consult the Unit Catering In-charge, submit to the Inspecting Officer for inspection a sample of the materials in which case a quantity advised by the Inspecting Officer shall be submitted. The Manufacturer/supplier shall not, however, be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.

8. RISK PURCHASE CLAUSE

- 8.01. IRCTC reserves the right to make emergent purchase in case of failure of supply/rejected/short supply either in part or full as per demand placed by the Catering units and amount paid of such purchases should be adjusted from your Bill and may take following punitive actions.
- a) Fine to the tune of 2% of total amount supply not made/degraded supply made may be imposed on the total value of the material for non supply/short supply/degraded supply etc. The fine amount will be deducted from the bill submitted for the next material supplied or Security Deposit as deemed fit.
- b) The occurrence of such event on regular basis during the contract period will lead to punitive action by IRCTC at any time after serving warning to the supplier on such event. For such irregularities the product will be procured from local market and difference amount will be deducted from the bill of supplier. Severe action may also be taken by Competent Authority as deemed fit as per circumstances if supplier continues such irregularities after due approval of Competent Authority.

9. PACKING:

- 9.01. The Manufacturer/supplier shall pack at his own cost the materials sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.
- 9.02. Unless otherwise, provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the materials are supplied by the Manufacturer/supplier, shall be considered as non-returnable and their cost as having been included in the contract price.
- 9.03. All markings shall be carried out with such material as may be found satisfactory by IRCTC as regards quickness of drying, fastness and indelibility.

- 9.04. The Inspecting Officer may reject the materials if the materials are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the materials by the Inspecting Officer shall be final and binding on the Manufacturer/supplier.
- 9.05. Each bale or package or packet delivered under the contract shall be marked/tagged by the Supplier as mentioned below:
- Name and address of the Supplier.**
 - Name of the item.**
 - Description of the materials and the quantity contained in such bale or package.**
 - Veg. Marking.**
 - Net Weight/Volume**
 - “SPECIALLY PACKED FOR IRCTC” along with IRCTC logo.**

Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the descriptions and with distinctive number or mark sufficient for the purpose of identification.

- 9.06. In no case non-food grade materials should be used in packing.

10. 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 Contractor, 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 Contractor 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 Contractor, 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 contractor under the same contract or any other contract with IRCTC pending finalization or adjudication of any such claim.

- 10.01. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by IRCTC will be kept withheld or retained as such by the Purchase 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.
- 10.02. 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 Manufacturer/supplier, shall be decided by IRCTC, whose decision thereon shall be final and binding on the Manufacturer/supplier.

11. INDEMNITY

The Manufacturer/supplier shall at all times indemnify IRCTC against all claims which may be made in respect of the materials for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against IRCTC, IRCTC shall notify the Manufacturer/supplier of the same and the Manufacturer/supplier shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

12. FORCE MAJEURE:

Neither Manufacturer/supplier shall be liable for failure to perform or delay in performing any obligation under this contract if the failure or delay is caused by any circumstances beyond its control, including but not limited to acts of God, war, civil commotion or industrial dispute. If such delay or failure continues for at least 30 days, the Manufacturer/supplier not subject to force majeure shall be entitled to terminate the contract by notice in writing to the other.

13. CORRUPT PRACTICES

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

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - I. "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
 - II. "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;
- b. Will reject a proposal for award if it determines that the tenderer being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

14. BREACH OF CONTRACT:

- 14.01. Any breach of the terms & conditions mentioned in this tender document by the Manufacturer/supplier, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Manufacturer/supplier) or the committing of any offence by the Manufacturer/supplier 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 Manufacturer/supplier and to recover from the Manufacturer/supplier the amount of any loss arising from such cancellation.

15. ARBITRATION & LAW

- 15.01. In the event of any dispute or difference arising under these conditions of Contract or in connection with this Contract (except as to any matters, the decision of which is specifically provided for by these or the special conditions) the same will be resolved by Arbitration, as per the provisions of 'The Arbitration and Conciliation Act – 1996.' The venue of the Arbitration shall be at IRCTC, Zonal Office or elsewhere at Delhi only. All questions, disputes and or differences arising under or in connection with this agreement or in touching or relating to or concerning the construction, or affect of presents (excepts as to matters the decision whereof is other-wise herein before, expressly provided for) shall be referred to the sole arbitration of the officer/officers or persons nominated by the Managing Director/IRCTC impose decision in this regard shall be binding on the Manufacturer/supplier.
- 15.02. The Manufacturer/supplier will indemnify IRCTC/Railway administration for all losses and damages which may arises out of the agreement.

16. PENALTY

The Manufacturer/supplier shall be liable to pay such penalty as IRCTC may inflict for complaints against the Manufacturer/supplier; which in their opinion are bonafide and substantiated. A minimum fine of **Rs.5000/-** can be imposed in each case.

Details of penalties for the different types of complaints are as follows:-

Level of Complaints	Types of Complaint	Fine/Penalty for each case
Level -1	<ul style="list-style-type: none"> Undue delay in delivery of chapatti resulting into late delivery of meals. 	Rs. 5000/-
Level-2	<ul style="list-style-type: none"> Foreign inert particles such as metal, nail, plastic etc found in chapatti. Insert found in food such as flies /worm/cockroaches/ants etc. 	Rs.10000/-

Level-3	<ul style="list-style-type: none"> • Inferior Quality • Complaints of sickness after consumption of chapatti. 	Rs. 20000/-
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IRCTC will inspect/check the services for reviewing its standards and quality of Chapatti and packaging material as per standards etc. In case of unsatisfactory performance or complaint of any nature, IRCTC will be competent to initiate suitable action against the Licensee including termination of the License as per the terms and conditions of the agreement.

17. EVENTS OF DEFAULT

In the event of any breach of the said terms and conditions of the Contract, the IRCTC 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:

- 17.01. Breach of any of the terms or conditions or obligation of Contract on part of Manufacturer/supplier / his employees / agents.
- 17.02. Any major material alteration in the agreed upon specification (if any) of the product to be supplied without the authorization of IRCTC and / or competent authority.
- 17.03. IRCTC at their discretion may call for any record to satisfy themselves regarding supply of material to catering units. The Manufacturer/supplier shall provide every help/document related to IRCTC, failing which it may amount to breach of condition of the contract.
- 17.04. The Manufacturer/supplier being adjudged bankrupt/insolvent or a trustee/receiver being appointed on the Manufacturer/supplier.
- 17.05. Repudiation of agreement by Manufacturer/supplier or otherwise evidence of intention not to be bound the agreement.
- 17.06. Persistent closure of business by Manufacturer/supplier /Sub-Manufacturer/supplier for consecutive 45 days or more in any business year.
- 17.07. Failure to adhere to any of the due dates for supply specified by the concerned Catering Units.
- 17.08. IRCTC at their discretion may call for any record to satisfy them regarding the supply and Manufacturer/supplier will provide every help failing which it may amount to breach of condition of the Contract.
- 17.09. The Supplier will submit details of supplies made, every month, failing which it may amount to breach of condition of the Contract.

18. CONSEQUENCES OF DEFAULT

- 18.01. If the Manufacturer/supplier 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 Manufacturer/supplier , 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 the Manufacturer/supplier fifteen (15) days prior notice in writing to remedy or make good such breach and in spite of such notice the Manufacturer/supplier having failed to remedy the breach. Upon termination of this Contract agreement as aforesaid, the Manufacturer/supplier shall take away its entire belongings if any lying at the IRCTC premises within a given time frame.

19. MISCELLANEOUS

- 19.01. 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 of License, for payment of the Security Deposit (if any) and to convey his acceptance of award of contract. In case Manufacturer/supplier fails to accept the offer of award of contract, his Standing Earnest Money Deposit (SEMD/EMD) shall be forfeited by IRCTC. The Manufacturer/supplier shall be debarred from participating in the future projects of IRCTC for a period of 1 (One) year.

- 19.02. Any notice to be served on the Manufacturer/supplier 's shall be deemed to be sufficiently served if delivered at or sent by registered post addressed to the Manufacturer/supplier at their registered office or last known place of business. Any notice to be served by the Manufacturer/supplier on IRCTC shall be deemed to be sufficiently served if, delivered/sent by registered post addressed to the **Group General Manager, Indian Railway Catering and Tourism Corporation Limited at its Zonal Office at North Zone Office: Rail Yatri Niwas Building, New Delhi Rly. Station Complex, Ajmeri Gate side, New Delhi-110002.**
- 19.03. The Unit In charge on behalf of IRCTC at the Catering Unit will specify to the Manufacturer/supplier, in writing the quantity to be delivered and the times, place and date etc. when the articles are to be delivered as well as the officials who will receive them on his behalf. His decision on the nature and extent of the orders given and supplies received is final and binding on the Manufacturer/supplier. No tolerance will be accepted for late delivery and penalty clause as mentioned in Standard Conditions of Contract shall apply to all late deliveries subject to acceptance of the material by the Consignee and extension of the delivery date by IRCTC. Transit insurance has to be arranged by the Manufacturer/supplier. It may be noted the quantity supplied should not be in excess of the ordered quantity. No additional payment will be made for excess quantity and it will not be adjusted with the subsequent order.
- 19.04. 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.
- 19.05. Till the formal agreement is signed between Manufacturer/supplier and IRCTC, this tender document will be an agreement between the Manufacturer/supplier and IRCTC. The terms & conditions of the tender document will be binding on both the parties.
- 19.06. The Manufacturer/supplier shall maintain full records pertaining to supply of material to Purchaser (e.g. accounts, voucher, bills etc.) and make it available for inspection to IRCTC.
- 19.07. IRCTC Administration will not be liable to the Manufacturer/supplier for anything that may happen to the Manufacturer/supplier commodities until the same pass into the physical possession of the Unit Catering Manager or Medical Officer and are accepted by them.
- 19.08. In case of perishable commodity only, if the supply is not required for any particular day or days, the IRCTC Administration may give 24 hours notice in writing to the Manufacturer/supplier to stop the supply of such perishable commodity on the particular day or days without being liable to pay any compensation whatsoever and the Manufacturer/supplier shall not supply the same for the day or days so advised.
- 19.09. The IRCTC Administration also reserves the right to stop taking supply of any item of this contract or reduce its quantity to any extent during the pendency of this contract without assigning any reason thereof.
- 19.10. The special conditions enclosed in **Annexure – II** for supply shall apply to the contract for supply of the material mentioned in the Financial Bid. The Standard Conditions of Contract (for supply of materials) shall apply except for the provisions mentioned therein special conditions. Where Special conditions differ from the Standard Conditions, the Special Conditions shall override the Standard Conditions.
- 19.11. The manufacturer 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 manufacturer/ Supplier infringing the provision of this clause, IRCTC shall be at liberty to terminate the contract forthwith without any previous notice to the manufacturer/Supplier and the manufacturer/ Supplier shall have no claim whatsoever in consequences of such termination of the contract. IRCTC shall be entitled to purchase any item of this contract elsewhere on the manufacturer/ Supplier's account and risk, and the manufacturer/ Supplier shall be liable for any loss or damage which IRCTC may sustain in consequences or arising out of such purchase.
- 19.12. The purchaser reserves the option to give a purchase/price preference to the offers from public sector units and/or from Small Scale/Cottage Industries Units, over those from other

firms, in accordance with the policies of the Govt. from time to time. The Price preference above cannot however be taken for granted and every endeavor need be made by then to bring down cost and achieve competitiveness.

All the aforesaid conditions of supply shall be applicable and govern during the period of contract.



SPECIAL CONDITIONS

1.0. PRICE:

- 1.01 The F.O.R. Rate quoted should be firm and inclusive of all costs (Freight, packaging, Labour etc.) and exclusive of GST as applicable.
- 1.02 Any statutory variation in GST in future is liable to be admissible during the currency of the contract, subject to the production of documentary evidence and government notifications.
- 1.03 The Taxes or any other charge, rate, etc. that will be payable shall be paid by the supplier directly to the authorities concerned. It will be his responsibility to ascertain the amount of such tax, charge or rate so payable. In case IRCTC is required or forced by the Tax Authorities or any other authority to pay any Taxes, charges etc. the supplier will immediately on receipt of intimation to this effect from IRCTC reimburse the IRCTC in full amount so paid. The adequacy or the correctness of the amount so paid will not be challenged by the supplier but he will get all such doubts clarified directly from the authorities to whom or from office in which IRCTC has paid such taxes, charges or rates.
- 1.04 The purchaser reserves the option to give a purchase/price preference to the offers from public sector units and/or from Small Scale/Cottage Industries Units, over those from other firms, in accordance with the policies of the Govt. from time to time. The Price preference above cannot however be taken for granted and every endeavor need be made by then to bring down cost and achieve competitiveness.
- 1.05 The supplier should furnish the latest test report of food safety regarding physical, chemical, microbial and compositional parameter etc. as per FSSA/BIS. The material used should be of good quality (as per approved brand of IRCTC) and must comply FSSA/BIS rules made there under by the State Government from time to time. If at any time it is found to be not as per the guidelines, you are liable for prosecution under FSSA/BIS, as applicable.
- 1.06 The bidder should submit sample, quoted for the supply to IRCTC along with the bid. The size and weight would be determined by Unit in charge. The sample should be packed in carton. MRP and pack size of the item should be clearly printed on each packet and should be legible. The carton containing sample submitted as part of tender document should be marked/tagged by the supplier as mentioned below.
 - a) Name & address of the supplier
 - b) Description of the material and the quantity contained in the package
 - c) **SAMPLE OF NO COMMERCIAL VALUE/SPECIALLY PACKED FOR IRCTC FOR E-OT NO:2022/IRCTC/NZ/Catg/Proc/Chapati/OT dt. 13.05.2022**

2 VALIDITY

The rate finalized against the tender will be valid for a period of **Three (03) Months** from the date of award or till the currency of the contract.

3 PERIOD OF CONTRACT

Period for supply of item shall be **Three (03) Months** from the date of award or till the currency of the contract, which may further be extended by up to 03 months with mutual consent. However, the contract is terminable without any notice due to change in policy or otherwise.

4 SYSTEM OF PAYMENT

- 4.01 Payment will be made at the accepted rates, discounts offered etc. to IRCTC. The payment shall be made only to the firm/company to whom the contract for supply has been awarded even if the supplies are effected through an authorized distributor/supplier/stockiest or as specified by any revised policy/ guidelines.
- 4.02 The In charge at units at Base Kitchen, New Delhi by way of Purchase Order will give the supply order. After the supplies are approved and taken over by the IRCTC, duly signed bills for the supply actually accepted by the IRCTC should be submitted to the concerned units in-charge latest by the 5th of the following month in case of monthly

payment schedule or by 22nd and 7th of every month in case of fortnightly payment schedule, at the accepted rates and in accordance with the terms & conditions stipulated above. Every bill deposited for payment must enclose the original Purchase Order acknowledged by an IRCTC official.

- 4.03 The payment will be arranged after necessary check by the Group General Manager of North Zone of IRCTC, by way of Cheque / RTGS / EFT only. Payment of 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.
- 4.04 In case of non-compliance of the orders within reasonable time, the supply will be procured from the local market at the prevalent rates and in case of over payment etc., the recovery of such amount will be made from Manufacturer/supplier's subsequent bills.
- 4.05 The responsibility of reconciliation of payment received/pending, deduction made against the bill submitted with IRCTC etc is with the Service Provider. The reconciliation of bills must be done periodically (monthly). An authorized representative may be deputed by the firm for this purpose and intimate IRCTC Departmental Catering
- 4.06 Wherever possible, supplies should be effected directly by the firm/company to whom the contract has been provided. Wherever it is not possible for the firm/company to supply the items directly, supplies may be effected through an authorized distributor/supplier/stockists. In such case, the name(s) of authorized distributor/supplier/stockist should be provided along with the tender document. But, the payment of bills will be made to the firm/company/manufacturer to whom the tender has been awarded or as specified by any revised policy/ guidelines.
- 4.07 The Tax Invoice to be issued under GST should contain the information mentioned under GST Rules such as Name, Address and GSTIN of the supplier, Serial Number, Date of Issue, Name and Address of the recipient, HSN code or Accounting Service Code, description of goods or services, quantity, rate, value, tax charged etc. The Vendors invoice should contain all the particulars as mentioned under the GST Act and Rules for claiming the input credit.
- 4.08 The basic value and GST, as applicable should be mentioned separately in the tax invoice.
- 4.09 The Supplier should have a valid GST registration certificate and a copy of the same shall be enclosed with the tender document.
- 4.10 Supplier should submit the copy of GST challans along with GST returns, as applicable.
- 4.11 The supplier must ensure to pay the GST charged within the stipulated time and to file the return within the time specified under the GST Act to enable the IRCTC to claim the input credit.
- 4.12 The amount of GST charged by the supplier will be held as security till the same is reflected as input available in GSTIN portal.
- 4.13 The supplier should ensure to provide the invoice and other particulars/details prescribed under the law well in time otherwise the benefit of tax charged shall not be made.
- 4.14 In case the vendor continuously defaults in compliance of the GST provisions, then the contract/agreement may be cancelled and IRCTC can recover the amount of Tax, interest, penalty and/or any other amount charged or chargeable under the Act by way of forfeiture of security deposit and the tax amount withheld.
- 4.15 The firm shall submit the tax invoice bill in compliance to the GST rules separately mentioning the basic value & GST as applicable from time to time enclosing challans/if any. Amount of GST collected by firm must be deposited with GST authority on monthly basis or as per government directives. The firm should file GST returns monthly or as per government directive so that IRCTC may claim input tax. In case of mismatch, difference of GST amount will be retained from running bills for further necessary action.
- 4.16 Supplier should submit the copy of concerned GST registration certificate along with concerned State GST returns, as applicable.

- 4.17 In case the supplier doesn't have the concerned GST Registration Certificate, the same may be obtained as and when desired by IRCTC. The decision of IRCTC in the matter shall be final and binding upon the supplier.
- 4.18 The firm/ supplier/ contractor/ licensee must give an undertaking certifying that the Manufacturer/supplier is depositing all the statutory dues to the Government (on Non-Judicial stamp paper of Rs. 10/- or as applicable). The documentary evidence/ Challan as proof of remittance of taxes must be submitted every month/ as and when demanded. The undertaking must be submitted in the format as provided by IRCTC. Fresh undertaking must be submitted for every financial year. The cost of the Stamp Paper shall be borne by the supplier.

5 RISK PURCHASE

In case of non-compliance of the orders within reasonable time, the supply will be procured from the other supplier at the prevalent rates and in case of over payment etc., the recovery of such amount will be made from your subsequent bills/Security Deposit. Besides this, the Risk Purchase Clause (Clause No.8) under Standard Conditions of this Tender Document shall also be applicable.

6 FINANCIAL BIDDING

The offer should be submitted online.

7 SYSTEM OF AWRAD OF CONTRACT

- 7.01 Contract for supply of items shall be awarded to the Manufacturer/supplier quoting the lowest rates.
- 7.02 In case there is more than one Manufacturer/supplier quoting lowest rate, supplies will be equally distributed among the lowest bidders.

8 GENERAL:

- The supplier should provide good quality contracted item in hygienic and presentable conditions. Production date & time, shelf life, FSSAI license no. etc. should be printed clearly and legibly on the packages.
- **Un-usable items** – In case any items supplied by supplier is found deteriorated in quality; melted or de-shaped or crushed and unfit for use and serve to the public, it will have to be replaced by the supplier free of charge immediately on receipt of advice to that effect.
- **Certificates/ permissions** – The supplier will obtain necessary certificates/permissions as required by law such as Food License, test reports etc. for various items being used for preparation of the product to be supplied or as required as per the local regulations from the Competent Authorities, Membership certificate from Competent Authority. In case of any offense on the Products, Supplier will be solely responsible for its penalty and consequences. MSME/ SSI Certificate may be provided, if any. In case of MSME/SSI firms, all the benefits and exceptions as provided/extended by the prevailing/guidelines shall be applicable.
- As per the guidelines of Government of India, MSE bidders must declare UAM number on CPPP, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012 for tender invited electronically through CPPP.
- The participation MSEs in a tender quoting price within the band of L1+15% may also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs may be allowed to supply up to 25% of the total tendered value. In case of more than one MSE, the supply will be shared equally.
- Wherever applicable, the Public Procurement (Preference to Make in India) order 2017 dated 15th June 2017 and any subsequent changes/amendments by Government of India orders/circulars shall supersede existing tender conditions.
- Supply of Buttered Chapati are subject to state, local and central government rules and regulations which are or may be in force for the time being in respect of civil restrictions on movement, storage of food stuffs or other articles and duties.

- IRCTC has the right to add new location/s or delete the mentioned location/s for supply during the currency of the contract. Payment will be made on actual quantity of Products received in consumable condition at the delivery points.
- The manufacturer/supplier have to certify that the product to be supplied by them are fit for human consumption & in no way injurious to human health & the shelf life of the product may be indicated before commencement of supplies.
- The IRCTC Administration reserves the right before or after awarding of the contract at any time to satisfy itself in regard to the process of manufacturer, the quality and the value of ingredients used the hygienic condition. The issue of a manufacturing or any other license by the local or other health authorities or any other authority as per the extant law shall be no bar to the IRCTC Administration satisfying itself in regard to the item.
- Samples of mentioned Products in appropriate packing with certificate of analysis from a recognized laboratory must be submitted along with the tender. The certificate should certify that the product/products of the applicant conform to the specification laid down under FSSAI RULES/BIS authorities and that their supply would conform to the said sample/specification as prescribed in the technical specification if any, attached with form.
- Samples of mentioned Products can be picked at random from the stock of supply made to the Unit by IRCTC at any stage before the award of contract and during the currency of contract. The supplier has to bear the expenses incurred by IRCTC / Railway Administration for testing of their samples from a recognised lab or institution.
- In terms of FSSAI Act 2006 section 26(4) that a bill, cash memo, Challan or invoice in respect of article/items supplied by supplier to IRCTC shall deemed to be guarantee under FSSAI Act 2006 that the articles/items supplied conform to FSSAI norms and specifications.
- IRCTC officials or any committee on behalf of IRCTC may visit the premises of the manufacturer before or at any time during the currency of contract in case of award of contract.
- Supply must be consumable /eatable and supplier shall be liable for any defect (latent / patent) in the material supplied and shall make good to IRCTC against any claims that may arise, in view thereof, in any court / forum / settlement etc.
- The firm shall accept liabilities for compensation /damage under the Consumer Protection Act or any other law in respect of performance of the services or in respect of any negligence, act/omission on the part of the firm or authorized distributor.

10 SPECIAL CLAUSE.

- "The purchaser reserves the option to give a purchase / price preference to the offers from public sector units and / or from Small Scale Industries units, over those from other firms, in accordance with the policies of the Govt. of India from time to time".
- **During the currency of the contract, if the successful Firm/Manufacturer/Supplier fails to adhere to the Terms and Conditions of the contract, suitable punitive action(s) as deemed fit by IRCTC may be taken against the Firm/Manufacturer/Supplier. Further, the Firm/Manufacturer/Supplier may also be debarred from participating in the future projects of IRCTC for a period of 1 (One) year. The decision of IRCTC in the matter shall be final and binding upon the supplier.**
- **Bids of only those firms which are not debarred/blacklisted by IRCTC/Railways as on date of opening will be considered. Further, during the currency of the contract, if the firm/manufacturer/supplier is debarred/blacklisted by IRCTC/Railways, the contract may be discontinued/terminated. The decision of IRCTC in the matter shall be final and binding upon the supplier.**

11. Scope of Work

During the contract period, the contractor shall be responsible for the following:

- Supplying Buttered Chapati to as per demand given by Unit in charge on all days at the BK-NDLS.
- Raw Material and provisions used should be of good quality and must be well established brands as specified in Annexure A. Raw material & provisions shall be kept stored in closed containers in a hygienic manner.
- High standards shall be maintained at all times with regard to quantity, quality and purity of Buttered Chapatti. The Kitchen staff shall maintain high standards of cleanliness in preparation and handling of Chapatti.
- There shall be no reshuffling of chapatti & raw materials i.e. leftover knead Atta & chapatti shall not be used.
- Service Timings
(i) The timings for delivery shall be as under:

S.no	Timing	Quantity
1.	09:30	1000 nos
2.	11:00	1000 nos
3.	14:00	6000 nos
4.	16:50	2000 nos

1. The above timings could be generally observed. However, there could be exceptional circumstances warranting delivery before or beyond the above timing to which the bidder shall oblige.
2. The bidder shall supply wholesome and hygienic Buttered Chapati in accordance with the indicative as stated in Annexure III.

IRCTC

Specifications of Chapatti packets & its Packaging

The Supply Of Chapattis Must Be As Per The Following Specifications:

SN	Item	Weight per piece	Number of Piece per Packet/Pax	Net Weight per packet/pax (excluding package)	Details
1.	Buttered Chapati	25-34 gms.	3-4 pieces	100 gms.	Diameter: 4.5" – 7" Thickness: 1.5 mm – 2.5 mm Appearance: Soft and Puffed layer Portion Size: 100 gms. Per individual packet.

- The unit should have valid FSSAI license.
- HACCP / FSMS / ISO 22000 certification of manufacturing unit is required.
- The packaging should clearly mention the date & time of production, weight.
- Ingredients, Cooking medium, packing etc should confirm to FSSAI norm/statutory laws in force.
- The schedule and requirement shall be drawn in consultation with Unit in-charge at IRCTC Departmental Catering Unit under Base Kitchen, New Delhi and shall be subject to change at the sole discretion of IRCTC and IRCTC's decision in this regard shall be final and binding.
- Soft and Premium quality, Whole Wheat Flour, No Additive and No Preservative.
- The end product should remain soft for 6-8 hour.

Appearance:

- Should be evenly cooked from all sides & should not be burnt.
- Should be soft.
- Should not be broken/ **chapped**.
- Should be well rounded.

General Requirements:-

- The packaging should be processed in a clean environment to ascertain that the texture does not get spoiled.
- Should have a large and spacious processing unit that enables 3000 nos chapatti per hour.
- The range of each food products should rigorously checked at every level of production process, right from the selection of the ingredients to the final dispatch of consignments to maintain consistency in its quality. An official by IRCTC may also be deputed to continuously monitor the production and supply of the Chapatti to ensure quality and timely dispatch.
- Proper hygienic conditions to be maintained across processing unit to ascertain that the range of food products is of Current Good Manufacturing Practice and FSSAI standards.

Specification for the Ingredients Used In the Chapati:-

- All the ingredients used should be of brand preferred by IRCTC.
- Butter should be of good quality and IRCTC approved brand. Unsalted butter should be evenly spread on the Chapati.
- The milk fat content in butter should not be less than 80% m/m and also moisture should not be more than 16% m/m. It should have agreeable flavour and shall be free from any rancid taste.
- All the ingredients above should be free from any pathogenic organism.
- Should be free from any foreign particles, pathogens and must not have any foul smell.
- The taste, texture and quality should be of highest standard.
- All the items used should comply with FSSAI/AGMARK/BIS standard.
- To ensure softness of dough, appropriate quality & quantity of milk and oil should be added while making dough.

SN	Item	Brands Preferred
1	Atta (Chakki Fresh)	Shaktibhog, Ashirwad, Rajdhani, Golden Harvest, Ganga or equivalent brands
2	Milk	Amul , Mother dairy or equivalent brands
2	Oil Refined	Adani Wilmar Fortune, Good Health, Angan, Marico (Saffola), Sundrop, Mother Dairy (Dhara), Nutrela (Soyaumm), Nature Fresh (Actilite), Golden Harvest, Panghat/Ruby & Cornola, Hudson Canola or equivalent brands
3	Salt	Ashirwad, TATA or equivalent brands
4	Butter	Amul, Britannia, Nestle, NOVA or other brands of NCDFI and NDDB members or equivalent brands

Technical Specification:-

1. Microbiological, chemical, physical analysis of the ingredients used should be within permissible limit.
2. Tested sample report of Chapatti and its ingredients from FSSAI notified/recognized laboratory to be provided on once in month.
3. The ingredients used in the product should be branded and the spices/dairy product etc. used must comply with FSSA standards.
4. Should lay emphasis on maintaining proper hygienic conditions during production process, storage, packaging and transportation to ensure that the product is fresh, highly nutritious and has longer shelf life.

Packaging Specification:-

1. Total weight of each packet should be minimum 100 gms. excluding the packaging material.
2. Chapatti should either be packed in Aluminium Foil Wrapper. The supplier should furnish food grade certificate of the Primary Packaging.
3. **Aluminium foil wrappers used should be of minimum 11 microns thickness.** Food grade with minimum dimensions 210 mm x 210 mm. It should be wide enough to wrap the 3-4 nos. Buttered Chapati properly without exposure.
4. It should be delivered in well packed Food Grade Cardboard Box or Cotton Bag or Jute Bag or good quality Food Grade Bio Degradable Bags in a batch of 50-70 nos. or as per intimated by the unit In-charge from at the time of place the demand.
5. **Each individual Packet of Buttered Chapatti (100 gms.) should mandatorily have QR code stickers. Matter to be printed on each sticker will be provided by IRCTC/Railways.**

IRCTC

ANNEXURE – IV

(Bid-A)

(To be furnished on company/firm's Letter Head)

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/Chapati/OT dt. 13.05.2022

Subject: Submission of E- open Tender for the Supply of Buttered Chapati (100gms.) to Departmental Catering Unit of IRCTC at Base Kitchen, New Delhi for a period of Three (3) Months.

Dear Sir,

- g) 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 supply in the attached schedules or as may be provided by IRCTC from time to time and hereby bind myself/ourselves to complete all the formalities from time to time as required after the award of Contract.
- h) I / We hereby understand that the submission of tenders / bids 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 tender, cancel the Contract or revoke the same at any time without assigning any reason whatsoever.
- i) I / We further agree to execute an agreement to abide by the standard and special conditions of Contract for the subjected supply. 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, deposited by us with IRCTC in addition to other penalties specified under the terms of Contract.
- j) 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.
- k) 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. In addition IRCTC can forfeit my/our Earnest Money Deposit (EMD/SEMD), if any.
- l) I / We understand that if the contract is awarded to us, I / We will submit complete tender document duly stamped and signed on each and every page within 15 days from the date of award of the contract along with Letter of Acceptance of Offer.
- m) It is certified that rate(s) of the product(s) mentioned in the Financial Bid is not higher compared to as it is in the market. In case of any discrepancy noticed on this account, IRCTC can take actions as may be deemed fit by IRCTC.

I / We do hereby confirm that I / We have the necessary authority and approval to submit this tender document for the subjected supply 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:

A notice or letter of communication addressed to me / us at the address given 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 / organization)

Signature of the Authorized signatory and Company / organization seal
(Name of the authorized signatory)

Address:

FINANCIAL BID

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/Chapati/OT dt. 13.05.2022

Subject: Submission of E-Open Tender for Supply of Buttered Chapati (100gms.) to Departmental Catering Unit of IRCTC at Base Kitchen, New Delhi for a period of (Three) 3 Month.

- I/We accept the terms and conditions mentioned in the Tender Document which have been clearly understood by us.
- I/We have duly signed on each page of the Tender Document.
- I/We understand that lowest landing rate will be accepted by IRCTC.
- I/We further certify that we are ready to start the supply 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.
- 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: -

SN	Items	Unit	F.O.R. Rate per Pax/Pkt. (in Rs.) (incl. of all costs & excluding GST)		GST HSN Code	GST Rate		Net Rate per Pax/Pkt. (in Rs.) (inclusive of all costs & GST) (A+B)
			In Figures (A)	In Words		In %	In Rs. (B)	
1	Chapati (100gms.)	Pax/ Pkt.	To Be Filled Online					

Note:

- Bid should be submitted through online mode only.
- The evaluation will be done on the basis of F.O.R. Rate per Pax/Pkt. (in Rs.) (Inclusive of all costs & excluding GST).
- The Rate Quote should be as per specifications at Annexure-III.
- Bids of only those firms which are not debarred/blacklisted by IRCTC/Railways as on date of opening will be considered. Further, during the currency of the contract, if the firm/manufacturer/supplier is debarred/blacklisted by IRCTC/Railways, the contract may be discontinued/terminated. The decision of IRCTC in the matter shall be final and binding upon the supplier.
- The supply should be made at IRCTC Departmental Catering Units at Base Kitchen, New Delhi in proper time and as per the specifications.
- The responsibility of reconciliation of payment received/pending, deduction made against the bill submitted with IRCTC etc. is with the Supplier. The reconciliation of bills must be done periodically (monthly). An authorized representative may be deputed by the firm for this purpose and intimate IRCTC Departmental Catering.
- The supplier should provide labour for unloading and keeping the material at IRCTC Departmental Catering Unit Base Kitchen, New Delhi.

I hereby agree to all the above conditions.

SEAL

Date:

**Signature of the authorized signatory
Name & Designation:
Name of the Firm/Company:**

Self Declaration
(On Company/Firm's Letterhead)

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.....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.
4. That I have gone through the tender document thoroughly and exhaustively and have accepted all the terms & conditions mentioned in the tender document/corrigendum & as such. On award of the contract, complete tender document duly stamped and signed on each and every page will be submitted within 15 days from the date of award of the contract along with Letter of Acceptance of Offer.

Date

Signature of the bidder
Seal

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

IRCTC