



INDIAN RAILWAY CATERING & TOURISM CORPORATION
CIN -L74899DL1999GOI101707

website www.ircrc.com; www.tenderwizard.com; e-mail info@ircrc.com

LIMITED E-TENDER DOCUMENT

LIMITED E-TENDER NO. IRCTC/RN/NANGLOI/LOGISTICS/2022/LT/B dated 17-05-2022

Limited E-Tender for selection of agencies for transportation and CFA services of 'Rail Neer' Packaged Drinking Water produced at Rail Neer Plant, Nangloi (Delhi)

Last Date and Time of Submission	:	03-06-2022 by 15:00 hrs.
	:	03-06-2022 After 15:15 hrs.
Date and Time of Opening of Limited E-Tender		
Place of Opening of E-Tenders	:	GGM/ Procurement IRCTC Ltd, B-148, Statesman House, 11th floor, Barakhamba Road, New Delhi 110001
Address for Communication	:	GGM/ Procurement, IRCTC Ltd, B-148, Statesman House, 11th floor, Barakhamba Road, New Delhi – 110001
Earnest Money Deposit	:	Rs.2.00 Lakhs, as per details given in para 1(General) "Instructions to Bidders"
Total Value of E-Tender	:	Rs. 91 Lakhs



DISCLAIMER

- The information contained in this Bid document or subsequently provided to the Bidder(s), whether verbally or in documentary form by or on behalf of the IRCTC or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Bid Document or any other terms and conditions subject to which information is provided.
 - This request for Bid document is not an agreement and is not an offer or invitation by IRCTC to any party other than (Bidders) the applicants who are qualified to submit their proposals to IRCTC.
 - The objective of the Bid document is to provide the prospective Bidder(s) with all the relevant information to assist the formulation of proposals or Bids.
 - The Bid document may not be apposite for all persons interested in bidding as it is not possible for the IRCTC or any of their employees or advisors to take into consideration the financial and investment objectives, financial situation as well as specific needs of each party who reads or uses this Bid document.
 - The prospective bidders should conduct detailed analysis and study for authenticating the accuracy and completeness of the information provided in the Bid document and wherever necessary obtains independent opinion from appropriate sources.
 - The IRCTC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations about the accuracy, reliability or completeness of the bid document.
 - The IRCTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid document.
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Section 1 – Notice Inviting E-Tender**1 Company Background**

Indian Railways Catering and Tourism Corporations Ltd. (IRCTC) is supplying packaged drinking water “Rail Neer” to most of the railway establishments in Northern Railway, Northern Western Railway and Northern Central Railway from its Rail Neer plant located in Nangloi, Delhi.

IRCTC invites bid to select a Agency for transportation and Carrying and Forwarding services of ‘Rail Neer’ Packaged Drinking Water from Rail Neer Plant Nangloi, Delhi to the various stations of following divisions/blocks for a period of one year:-

Block No.	Division / Rly.	Total Demand (in cartons)
B	Jaipur Bikaner Jodhpur Ajmer Rewari	1150
Grand Total		1150

2. Cash basis sales: The agency shall distribute Rail Neer (1 litre) Packaged Drinking Water (PDW) in corrugated boxes or shrink wrapped cases (12 bottles per box/case) and Rail Neer (500 ml) Packaged Drinking Water (PDW) in corrugated boxes (24 bottles per box) to the following catering units and collect payment through Cash/DD/NEFT/RTGS from the licensees/vendors on delivery at the supply rate of Rs 120 /126 per box of 1 litre and Rs 156/162 per box of 500 ml bottle **or** as per supply rates determined by IRCTC from time to time.

- Railway managed licensee units (Static / Mobile)
- IRCTC managed licensee units (Static / Mobile)
- Non Railway Catering units.
- Any other unit decided by IRCTC.

Considering the emphasis on digitalization of payments, the agency may adopt electronic mode of collection from the catering units through swipe machines (Credit / Debit Cards) etc.

3. Non-cash basis sales The agency shall distribute Rail Neer packaged Drinking Water in cartons to the following catering units for which the agency is **not required** to collect the amount on delivery from the licensees/ vendors (the licensee will make payment to IRCTC directly through RTGS/NEFT or any other electronic mode).

- IRCTC managed departmental units (Static / Mobile)
- IRCTC departmentally managed premier service trains
- IRCTC managed licensee units (Static / Mobile)
- IRCTC licensed out premier service trains
- Railway managed departmental units (Static / Mobile)
- Railway managed licensee premier service trains
- Any other unit decided by IRCTC.

In non-cash sales, CFA will not be responsible for any late payment and thus not add to his outstanding amount.

Note:



- Premier Service trains are Rajdhani/Shatabdi/Duronto/Suvidha trains etc., wherein the costs of Food / PDW are included in the train fare.
 - IRCTC may also advise the agency to resort to Cash basis sales for supply to IRCTC licensed out premier service trains as per requirements from time to time.
 - The average of Stock transfer and Cash Sales may vary any time in case of any policy change or due to operational feasibility.
 - The estimated demand of 1150 cartons per day at various stations as detailed above is subject to variations on the basis of opening / closure of static units, attachment/ detachment of pantry cars to mobile units, increase/decrease in footfalls at stations / trains, seasonal fluctuations, commissioning of new plants and other circumstances which are beyond the control of IRCTC.
4. Entire quantity is on cash sale only. This may vary in future as per requirement.

It may be noted that there is no provision of issue of tender document by post, in hard copy.

Last Date and time of submission of E-tender **03-06-2022: upto 1500 hrs.**

Date and Time of the opening of the bids **03-06-2022: after 1515 hrs.**

5. This E-tender consists of Financial Bids only. Financial bid shall consist of the financial aspects as per conditions laid down in the Bid document.
6. The Tender shall remain open for acceptance for 60 days from the date of opening of E-Tender.
7. Indian Railway Catering and Tourism Corporation Limited, reserves the right to reject this tender without assigning any reason.
8. The Notice Inviting E-Tender and Instructions to Tenderers, Scope of Work, Standard Conditions, Special Conditions, Technical Criteria, Offer Forms, Tender Schedule, shall form the part of Tender Documents. This document consists of **52 pages** including one index page and one cover Page.

for Indian Railway Catering and Tourism Corporation Limited.

**Group General Manager/Procurement,
IRCTC Ltd,
B-148, Statesman House,
11th floor, Barakhamba Road,
New Delhi – 110001**

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Section 2 – Instructions to Bidders

1. General

Date & Time up to which offers will be received	03-06-2022	by 1500 hrs
Date & Time of Opening of Bid	03-06-2022	after 15:15hrs

- i. This Tender Document can only be viewed at <http://www.irctc.com>, & <http://www.tenderwizard.com/IRCTC> and will be submitted/ received only at <http://www.tenderwizard.com/IRCTCOnly>, electronically only.
- ii. EMD shall be paid through the e-tendering website www.tenderwizard.com/IRCTC. In case of non submission of the said EMD through e-tendering website, the bid will be summarily rejected. It may be noted **EMD of Rs 2 lakhs is to be deposited mandatorily.** It may also be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
- iii. To participate in the E- Tender, it is mandatory for the bidders to register themselves with M/s ITI without any payment on the website www.tenderwizard.com/IRCTC and obtain User ID& password which is required for submitting the tender. It may please be noted for submission of bid, Class-III digital signature will be required.
- iv. **Deleted.**
- v. Deleted.
- vi. Corrigendum/Addendum to this Tender, if any, will be published on website www.irctc.com, www.tenderwizard.com/IRCTC, No newspaper press advertisement shall be issued for the same.
- vii. For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at **tenderwizard.com help desk no. 011-49424365 or cell no 8800115628.**
- viii. The digital signature of the bidder on the E- tender form will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. No deviation is accepted.

2. Scope of Bid

Indian Railways Catering and Tourism Corporations Ltd. (IRCTC) invite bids from agencies for Carrying and Forwarding Agent (CFA) services and Transportation of Rail Neer Packaged Drinking Water.

The details of the proposed distribution network (station wise Rail Neer cartons indicative demand per day) are attached as Annexure 1 of section 6. Bidders must thoroughly understand the details of the proposed network and the scope of the services to be provided before bidding for this contract.

The estimated contract value of this CFA and transportation services for a period of one year is **Rs.91 lakhs.**



3. Period of the contract

The contract will be valid for a period of 1 year from the date as will be mentioned in the award letter and is extendable for another 6 months at the sole discretion of IRCTC and at the same rates and terms and conditions.

4. Fraud and Corruption

Bidders are expected to observe the highest standards of ethics during the procurement and execution of this 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 competition.
- (b) shall reject a proposal for award if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

5. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and IRCTC shall in no case be responsible or liable for those costs.

6. Content of Bidding Documents

The contents of the Bidding Documents are listed at page no. - 4. Bidders are expected to examine all instructions, forms, Annexure, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder’s risk.

7. Clarifications relating to the bidding documents

If bidders have to seek any clarifications regarding the bidding documents they may send written queries on email (ggmprocurement@irctc.com).

8. Amendment of Bidding Documents

IRCTC is free to amend the bidding documents at any time prior to the deadline for the submission of bids. Bidders are expected to take into account all amendments while bidding.



9. Documents comprising the bid

Financial bid shall consist of Price Schedule duly filled in the E-Tender format specified in accordance with the instructions and other relevant provisions mentioned in this tender document.

10. Deleted.

11. Bidding for Transportation and CFA services.

(a) Rail Neer to be delivered on Non- Cash basis sales

(i) **Transportation Rate:** As given in the tender document.

(ii) **CFA Services Rate:** For CFA services the agency should quote Per carton CFA rates for the division/block for supply to departmental and licensees of mobile and static units at the stations in given division/block as per the indicative demand per day as mentioned in para 6.4 of section 4a.

Bidder must take special care to read and understand the complete details provided in the Section-6, Annexure-I so that they take into account all the required services to be provided, while submitting their financial bids.

1. Agency monthly compensation for CFA Services = 87.5% of Per carton CFA rate X number of cartons delivered to departmental units or licensee units where sale proceed is not collected by the agency for which GRN/Acknowledgment on delivery challan/ tax invoice has been received.
2. 100% of per carton CFA rate X number of cartons delivered to licensee units for which payment has been collected and remitted in IRCTC account by the agency.

The agency compensation towards CFA services shall be calculated based on the nos. of cartons delivered to the departmental and licensee units. This would be calculated as:

The distribution pattern among above units may undergo change during the currency of contract.

12. Earnest Money Deposit

EMD shall be paid through the e-tendering website www.tenderwizard.com/IRCTC. In case of non submission of the said EMD through e-tendering website, the bid will be summarily rejected. It may be noted **EMD of Rs 2 lakhs is to be deposited mandatorily.** It may also be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.

The Earnest Money shall remain deposited with the purchaser for a period of 60 days from the date of opening of the E-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 the purchaser.

No interest shall be payable by the Purchaser on the Earnest Money.

The Earnest Money of the successful tenderer will be returned after the Security Deposit as required is furnished.



13. Period of Validity of Bids

Bids shall remain valid for the period 60 days after the date of bid opening prescribed by IRCTC.

14. Late Bids

Any bid received by IRCTC after the bid submission deadline prescribed in the tender, shall be rejected.

15. Opening of Bids by IRCTC

IRCTC shall open the Bids of bidders online on the prescribed date.

16. Deleted.

17. Evaluation, Comparison of Bids and Award of the Contract

IRCTC shall evaluate and compare the bids that have been determined to be substantially responsive.

- a) No change in the price or substance of the tender shall be sought, offered or permitted.
- b) The tenders received will be evaluated by the IRCTC to ascertain the lowest acceptable tender (L1) in the interest of IRCTC. IRCTC's evaluation of responsive bids shall be done on the basis of terms and conditions of E-Tender document. **L1 shall be decided on the basis of quoted price by the tenderer for CFA for particular block.**
- c) Contract will be awarded to two bidders in the ratio of 70% & 30% (approximately). While awarding the contracts, IRCTC will club the stations in two groups such that their quantity is in the ratio of approximately 70% & 30%. While grouping the stations, efforts will be made to have contiguous stations. While operation of contract, in case of unsatisfactory performance of the agency, the work of that agency may be given to other agency at the same rate, terms & conditions of contract.
- d) 70% qty (approximately) of each block as mentioned above will be awarded to the lowest bidder (L-1) and 30% qty (approximately) will be awarded to (L-2) bidder with rate of L-1 as counter offer. In case L-2 refuses it will be given to L-1.
- e) Whenever any new Rail Neer Plants becomes operational, the allotted stations may undergo change. While doing so IRCTC will make attempts to redistribute stations among both agencies in the same cluster.

18. Contacting IRCTC

- 18.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact IRCTC on any matter related to the bid, it shall do so in writing.
- 18.2 If a Bidder tries to directly influence IRCTC or otherwise interfere in the bid evaluation process and the Contract award decision, its bid shall be rejected.
- 18.3 IRCTC reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the Bidders.



18.4 IRCTC reserves the right to negotiate with Bidder(s) who are eligible for the award of the contract(s), in terms of the price.

19. Notification of Award

Prior to the expiration of the period of bid validity, IRCTC shall notify the successful Bidder(s) in writing that its bid has been accepted.

20. Signing of Contract

After notification of the award of contract by IRCTC, the successful bidder shall arrange to sign the contract agreement within a period of 30 days. Till then the letter of award & tender document shall be the binding agreement between the parties.

21. Acceptance of Award of Contract Security Deposit and Advance (Rolling) Deposit

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 contract, for payment of the Security Deposit and /or advance (rolling) deposit (as detailed later in Section- 4- Special conditions of contract- Clause- 12- Security Deposit, Advance (Rolling) Deposit and Penalty) and to convey his acceptance of award of contract. In case contractor fails to accept the offer of award of contract, action will be taken as per Earnest Money Deposit Clause 12.

22. Should there be any difference or discrepancy in the description of item appearing at more than once, the following order of preference shall be observed:

1. Notice inviting E-Tender
2. Instructions to Bidder
3. Price Schedule (Financial Bid)
4. Technical Criteria
5. Special Conditions of Contract for General part, for Transportation part, for CFA part & for Compensation.
6. Scope of Work and Distribution Network Details
7. Integrity Pact
8. Standard General Conditions of contract.

**GGM/ Procurement
IRCTC Ltd,
B-148, Statesman House,
11th floor, Barakhamba Road,
New Delhi – 110001**



SECTION 3: STANDARD GENERAL CONDITIONS OF CONTRACT

The chapter of Standard General Conditions of contract is part of tender document and the same is available in IRCTC website (www.irctc.com) at **E-Procurement section** for the information of bidders. It is advised to the bidders that they should go through details of this document before submitting the bid. It will be deemed to have been read and accepted by the bidders.



Section 4 - Special Conditions of Contract

The contract will be governed by the Standard General Conditions of the contract as incorporated in Section-3 of the tender document as well as Special Conditions of Contract for General part, for Transportation part, for CFA part & for Compensation part as mentioned herein in Section-4 a, b, c & d. **In case of conflict between the two** i.e. Standard General Conditions of the contract and Special Conditions of Contract, the provisions of Special Conditions of Contract shall prevail.

Section 4 a: Special Conditions of Contract for General part

1. Definitions

In this Contract, the following terms shall be interpreted as indicated below:-

(a) Contract element

- (i) **“Contract”** means the Contract Agreement entered into between IRCTC and the agency, together with the Contract Documents. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- (ii) **“Contract Documents”** means the documents specified in CC Clause 2.
- (iii) **“Contract Agreement”** means the agreement entered into between IRCTC and the agency. The date of the Contract Agreement shall be recorded in the signed form.
- (iv) **“CC”** means the Conditions of Contract.
- (v) **“Contract Price”** means the price or prices as specified in Letter of award and the Contract Agreement.
- (vi) **“Bidding Documents”** refers to the collection of documents issued by IRCTC to instruct and inform potential suppliers of the processes for bidding, selection of the winning bid, ad contract formation, as well as the Contractual conditions governing the relationship between IRCTC and the Supplier.

(b) Entities

“Agency” means “Transportation & Carrying and Forwarding Agent” whose bid to perform the services (transportation and CFA services) has been accepted by IRCTC and is named as such in the Contract Agreement.

(c) Product and Goods

The product/goods/material refers to cartons of Packaged Drinking Water “Rail Neer”.

(d) Place and Time

- (i) **“Day”** means calendar day of the Gregorian calendar.



- (ii) “Week” means seven (7) consecutive days, beginning the day of the week as is customary in India.
- (iii) “Month” means calendar month of the Gregorian calendar.
- (iv) “Year” means twelve (12) consecutive months.
- (v) “Effective Date” means the date as will be mentioned in the acceptance letter for the purpose of commencing transportation and CFA services.
- (vi) “Contract Period” is the time period during which this Contract governs the relations and obligations of IRCTC and Suppliers of the Transportation and CFA services.

2. Contract Documents

Subject to this clause all documents forming part of the contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The contract shall be read as a whole. The order of precedence of the Contract documents will be as follows:-

- (a) Contract Agreement / Replies to clarifications sought by the Suppliers.
- (b) Award letter issued by IRCTC to the Supplier.
- (c) Scope of work and Annexures
- (d) Supplier’s Bid
- (e) General Conditions of Contract, Special conditions of contract and the Annexures.

3. Interpretation

Singular and Plural: The singular shall include the plural and the plural the singular, except where the context otherwise requires.

Headings: The headings and marginal notes in the CC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

Persons: Words importing persons or parties shall include sole proprietorship, partnership firms, Companies, Corporations, and Government entities.

Entire Agreement : The Contract constitutes the entire agreement between IRCTC and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contact.

Amendment:

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the contract, and is signed by a duly authorized representative of each party to the contract.

The Agency shall be jointly and severally bound to IRCTC for the fulfillment of the provisions of the contract.



(A) Laws Governing the contracts

The contract shall be governed by and interpreted in accordance with the law of India in force.

Irrespective of the place of delivery, the place of performance or the place of payment, the order shall be deemed to have been made at the place from where the acceptance of the tender has been issued.

(B) Jurisdiction of Courts

The Jurisdiction of Courts will be at New Delhi only.

4. Settlement of Disputes

- 5.1 Any dispute or claim arising out of relating to this Contract or the breach, termination or the invalidity thereof, whether arising during the period of the services or after the completion or abandonment thereof shall in the first place be referred to a sole conciliator to be appointed by IRCTC.
- 5.2 The Conciliator shall make the settlement agreement after the parties reach an agreement and shall give an authenticated copy thereof to each of the parties.
- 5.3 The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.
- 5.4 The views expressed, the suggestions, admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings.
- 5.5 Any dispute that cannot be settled through the Conciliation procedure shall be referred to the Sole Arbitrator to be appointed by CMD/IRCTC. However the arbitrator will not be one of those who have / had any opportunity to deal with the matter to which the contract relates who in the course of their duties, have expressed views on all or any of the matters under dispute or differences.
- 5.6 The arbitration proceedings shall be governed by The Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made.
- 5.7 Where the Arbitration award is for payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.
- 5.8 The cost of arbitration shall be shared by the parties. The cost shall inter-alia include the fees of the arbitration(s) as per the rates fixed in terms of notice dated 05.09.2012.
- 5.9 The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

6. Scope of the work and Mandatory conditions of contract.



- 6.1 The Agency shall provide all the services that are mentioned in the Section 5 & 6 of this tender document.
- 6.2 The agency has to engage sufficient supervisor(s) and labours for smooth supply at stations according to demand and supply of Rail Neer cartons.

6.3 Technical Criteria for Transportation & CFA services

The documents in support of technical criteria should be enclosed as per details given in Section – 6, Annexure – II.

- 6.4 The station / block wise approx demand per day, Minimum Warehouse facility required and approx amount of security deposit.

Block Name	Railway Division	Station/Section	Shortest distance between Rail Neer plant, Nangloi and Station in KM	Station wise approx demand perday in cartons	Approx. amount of Advance Rolling Deposit (value of 7 days demand reduced by 10%)	Approx. amount - Security Deposit (50% as DD/FDR and 50% as PBG) (value of 6 days dispatch)	Min, Warehouse Facility (Cartons)	Remarks
B	Jaipur, Bikaner, Jodhpur	Rewari	93	100	0.79 Lakhs	0.76 Lakhs	4000	
		Jaipur	287	600	4.76 Lakhs	4.54 Lakhs		
		Ajmer	413	200	1.59 Lakhs	1.51 Lakhs		
		Bikaner	446	50	0.40 Lakhs	0.38 Lakhs		
		Jodhpur	577	50	0.40 Lakhs	0.38 Lakhs		
		Other stations of Rajasthan like Alwar, Suratgarh etc.	200	150	1.19 Lakhs	1.13 Lakhs		
		Total Block - B		1150	9.13 Lakhs	8.70 Lakhs	4000	

Note: DD- Demand draft, FDR- Fixed Deposit Receipt & PBG- Performance Bank Guarantee.

*** For 1000 cartons approx 150-200 sq.ft. space is required.**

Apart from the above mentioned stations, the Agency may be required to supply other stations within a Division / Block specified by IRCTC on the same awarded CFA rates.

7. Time for Commencement and operations

The supplier will commence operations on the date decided by IRCTC and as will be mentioned in the letter of award of contract.

8. Contract Price and period of the contract

The Contract Price shall be as specified in Letter of award and the Contract Agreement.



All the services required by the Contract are priced inclusive of all incidental costs except GST which will be paid by IRCTC as applicable upon rendering of the services as on the date of bid opening.

The Agency shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the contract.

The contract will be valid for a period of one year from the date as will be mentioned in the award letter and is extendable for another six months at the sole discretion of IRCTC and at the same rates and terms and conditions.

9. Taxes and Duties

Except as otherwise specifically provided in the Contract, the Agency shall bear and pay all taxes, duties, levies, and charges assessed on the Supplier, or its employees by all municipal, state, or national government authorities, in connection with the Goods and Service supplied under the contract.

10. Indemnification

IRCTC requires that during the terms of this Agreement and any extensions hereof the supplier(s) must maintain employment and compensation policies that are as required by the laws of India.

The Agency shall indemnify and hold harmless IRCTC, its directors, officers and employees from and against any and all liabilities, claims, suits, actions, orders, taxes, fees, assessments, fines, damages, losses, costs and expenses, including reasonable attorney's fees to the extent caused by or resulting from any negligence or wrongful act of the supplier or its employees arising out of the supplier's performance or default of its obligations hereunder.

11. Confidential Information

IRCTC and the Agency ("the Receiving Party") shall each keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information"):-

- (a) Furnished directly or indirectly by the Disclosing Party in connection with this Contract;
- or
- (b) Where the Agency is the Receiving Party, information generated by the Agency in the course of the performance of its obligations under the contract whether such information has been furnished or generated prior to, during, or following termination of the Contract ("Confidential Information").

Notwithstanding the above:-

IRCTC may furnish Confidential Information of the Agency:-

- (a) To its support service suppliers to the extent reasonably required for them to perform their work under their support service Contracts; and



- (b) To its affiliates and subsidiaries in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this CC Clause 11 as if that person were party to the Contract in place of the Receiving Party.

IRCTC shall not, without the supplier's prior written consent, use any Confidential Information received from the supplier for any purpose other than those that are required for the performance of the Contract.

Similarly, the supplier shall not, without IRCTC's prior written consent, use any Confidential Information received from IRCTC for any purpose other than those that are required for the performance of the Contract.

The obligation of a party under above Clause, however, shall not apply to that information which:-

- (a) Now or hereafter enters the public domain through no fault of the Receiving Party;
- (b) Can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;
- (c) Otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

The above provisions of this Clause shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract.

12. Security Deposit, Advance (Rolling) Deposit and Penalty

- A. Security Deposit:** The CFA shall, within fifteen (15) days from the date of issue of award letter, deposit security deposit with IRCTC for the due performance of the Contract which will be calculated as under:

Average per day dispatch of particular block (70% or 30%) as applicable (in cartons) x price per carton (i.e. Rs 120 /126 or as applicable) x No. of days i.e. 6 days.

- (a) 50% of total amount of security deposit will have to be given in form of Demand Draft (DD) / Fixed Deposit Receipt (FDR) in favour of Indian Railway Catering And Tourism Corporation Ltd. drawn on any scheduled commercial bank payable at New delhi.
- (b) 50% of total amount of security deposit will have to be given in form of Bank Guarantee from any nationalized bank in the format as provided in Section 7, Form#2 of this tender document will be valid upto ninety (90) days after the date of completion of the contract.

B. Advance (Rolling) deposit:

- The CFA shall deposit advance amount (rolling deposit) with IRCTC equivalent to seven (7) days demand of Rail Neer as per the formulae given as under:



Per day demand of particular block (70% or 30%) as applicable (in cartons) x price per carton (i.e. Rs.120/126 or as applicable x no. of days (i.e. 7 days)

This will be treated as advance payment against sale of Rail Neer and will be in the nature of rolling deposit account.

The balance in rolling deposit account will be recouped by the CFA from time to time as per quantity of Rail Neer issued to the CFA. Minimum balance equivalent to three days (excluding bank holidays) demand of Rail Neer based on the formulae as above for rolling deposit, will be maintained by the CFA in the rolling deposit account. Any shortfall in the rolling deposit account below minimum balance shall attract a penalty of Rs.10,000/- per day. No interest will be payable on the balance lying in rolling deposit account. Rail Neer Plant shall send an email on daily basis to all CFAs giving details of balance amount of CFAs.

- CFA may take all orders through Rail Neer APP from Licensees.

Deleted

- IRCT will prepare a monthly RDA statement which shall be reconciled with CFA by 10th of coming month and jointly signed for payment / penalty purpose.
- In exigency if asked by IRCTC, CFA will be required to pick up Rail Neer from any nearby Rail Neer Plant of Nangloi Plant like Hapur on the same awarded CFA/Transportation rates. Distance for transportation charges shall be calculated from the plant from where Rail Neer has been picked up.

The agency will lift the no. of cartons of Rail Neer as per station wise approx demand per day from plant by considering 90% cost of cartons from RDA i.e. 90% of nos. of cartons x value of cartons (i.e. Rs. 120/126 per cartons as the case may be). In first month, RDA shall be debited with the value of 90% of 90% cost of cartons lifted. In subsequent months, RDA shall be debited with 90% of actual % of cartons sold in cash basis in previous month.

After the sale proceedings are deposited in IRCTC account, CFA will get back the full value of sale. CFA will get his CFA & transportation charges of the sold stock on monthly basis by submitting the bills. After verification of the bills, CFA and Transportations charges will be adjusted against remaining 10% cost of cartons (90% advance payment already made by CFA). Any shortfall / excess amount shall be adjusted against 10% cost of the amount. Also, adjustment of cash / non-cash sale cartons (actual ratio to be reviewed on monthly basis) will be made prior to payment of monthly bill for adjustments in advance (rolling) deposit account accordingly.

- (a) **Reconciliation of Rolling deposit account:** The agency shall submit the monthly bills to IRCTC towards CFA & Transportation charges along with the station wise, unit wise, licensee wise sales details duly certified by 5th of the following month and reconciliation shall be completed by 10th of the following month. Amount payable by IRCTC to the CFA towards CFA & transportation charges



as per the CFA bill will be reconciled with remaining 10% cost of cartons not deposited during advance payment in Rolling Deposit account. The balance amount payable/ receivable, if any, after such reconciliation, will be paid/recovered to/from CFA.

- (b) Any shortfall in the rolling deposit account or amount outstanding from CFA even after adjustments against the monthly bills for CFA, transportation & service charges on account of non recoupment of minimum balance in rolling deposit account or continued unresponsiveness from the agency will be taken seriously and shall tantamount to default on the part of agency. In that case, IRCTC shall have every right to make alternate arrangements at the risk & cost of the agency. In such cases, it shall be lawful for IRCTC to terminate the Contract agreement, any time thereafter and forfeit the Performance guarantee, Security Deposit and the balance in rolling deposit account, in part or in full, subject however, to the IRCTC having given to the supplier prior notice in writing to remedy the breach of terms & conditions of the contract.
- (c) As soon as the vehicle of Agency carrying Rail Neer stock leaves the Rail Neer Plant, IRCTC will deduct the advance cost of the stock from the Rolling deposit of the agency.

Time is the essence of the contract. The Agency guarantees that it shall commence and perform all activities mentioned in the contract on time.

C. Penalty:

IRCTC may begin termination proceedings as soon as the Agency defaults on any terms and conditions that are agreed upon between IRCTC and the Agency.

In case non supply/ late delivery or any other kind of failure in supply the penalty will be imposed as under:

Penalty for Mobile unit/ Static unit on first three instance Rs.10,000/-, and thereafter Rs. 50,000 shall be imposed on each failure.

However, in case Railways imposes any penalty on IRCTC for non supply / late delivery of Rail Neer on static units/mobile units, penalty of Rs 1 lakh shall be imposed in each case.

D. Forfeiture of Security Deposit/Performance Guarantee, Consequences of Default

If the Agency shall omit to perform and observe any of the terms, conditions, obligations herein contained which by this agreement are to be observed and performed by the supplier, then it shall be lawful for IRCTC any time thereafter to terminate the Contract agreement and forfeit the Security Deposit and/or Performance Guarantee subject however to the IRCTC having given to the supplier prior notice in writing to remedy the breach.

13. Recovery in case of default by Agency:

- (i) Deleted.
- (ii) If the Agency fails to provide transportation or CFA services towards uninterrupted supply of Rail Neer, IRCTC reserves the right to engage transportation cum CFA service from other agency of the



same block for ensuring uninterrupted supply of Rail Neer. Any additional cost incurred by IRCTC on this account shall be recovered from the balance in rolling deposit account/security deposit/performance guarantee/balance amt. of monthly bill for CFA charges.

- (iii) If the agency of any block fails as explained in para 2 above, IRCTC reserves the right to engage the CFA providing transportation and / or CFA services to another block of the plant for providing transportation and / or CFA services to the block where services has been failed at agreed rates to ensure uninterrupted supply of Rail Neer by giving advance notice of one day.

- 14. Force Majeure:** Neither party 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 reasonable 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 parties will attempt to develop a mutually satisfactory solution, failing which; either party may terminate the contract by giving a notice to the other in writing.

15 Changes to the scope of services

- 15.1 IRCTC or the Agency may propose a change to the services that have been agreed upon provided that such a change falls within the general scope of work outlined in this tender document and does not constitute unrelated work.
- 15.2 The pricing implication of any change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

16 Prices for services not in the Contract

Prices charged by the Agency for services, if not included in the contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Agency in the Price Bid) and as far as practicable, be calculated in accordance with the rates and prices provided by the Agency in the Contract.

17 Termination

17.1 Termination for IRCTC's Convenience

- 17.1.1 IRCTC may at any time terminate the Contract for any reason by giving the Agency a notice of termination that refers to this Clause 17.1.

- (a) Upon receipt of the notice of termination under Clause 17.1.1 the Supplier shall either as soon as reasonably practical or upon the date specified in the notice of termination cease all further work, except for such work as IRCTC may specify in the notice of termination for the sole purpose of protecting that part of the services already executed.

In addition, the Agency, subject to the payment specified in Clause 17.1.2, shall deliver to IRCTC all goods that are with the Agency.

- 17.1.2 In the event of termination of the Contract under Clause 17.1.1 IRCTC shall pay to the



Agency the following amounts:-

- (a) The contract Price, properly attributable to the parts of the contract already completed;
- (b) The cost of satisfying all other obligations, commitments, and claims that the supplier may in good faith have undertaken with third parties in connection with the Contract and that are not covered by Paragraphs 17.1.2 (a) through (b) above.

17.2 Termination for Agency's Default

17.2.1 IRCTC, without prejudice to any other rights or remedies it may possess, may terminate the contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Agency, referring to this Clause 17.2:

- (a) If the Agency becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Agency is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Agency takes or suffers any other analogous action in consequence of debt;
- (b) If the Agency assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 19 (Assignment); or
- (c) If the Agency, in the judgment of IRCTC, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) Breach of any of the terms & conditions or obligations of contract on the part of contractor/his employees/agents.
- (e) Repudiation of agreement by contractor or otherwise evidence of interim not to be bound by this agreement.
- (f) Persistent closure of business by contractor for consecutive is 45 days or more in any business year.
- (g) Regular practice of non deposit of Advance money in rolling deposit of IRCTC in time as tender conditions.

17.2.2 If the Agency:

- (a) Has abandoned or repudiated the Contract;
- (b) Has without valid reason failed to commence services on time;
- (c) Persistently fails to execute the Contract in accordance with the contract or persistently neglects to carry out its obligations under the Contract without just cause;

Then IRCTC may, without prejudice to any other rights it may possess under the contract, give a notice to the supplies stating the nature of the default and requiring the Agency to remedy the same. If the



supplier fails to remedy or to take steps to remedy the same after receipt of such notice, then IRCTC may terminate the Contract forthwith by giving a notice of termination to the Agency that refers to this Clause 17.2.

- 17.2.3 Upon receipt of the notice of termination under clause 17.2.1 or 17.2.2, the Agency shall, either immediately or upon such date as is specified in the notice of termination:
- (a) Cease all further work, except for such work as IRCTC may specify in the notice of termination.
 - (b) Deliver to IRCTC all goods that are with the supplier but which have not been paid for by the Agency as yet.
- 17.2.4 In the event of termination of contract under Clause 17.2.1 and 17.2.2, the Agency shall be entitled to be paid the contract price attributable to the portion services executed as at the date of termination. Any sums due to IRCTC from the Agency accruing prior to the date of termination shall be deducted from the amount to be paid to the Agency under this contract.
- 17.2.5 If the Agency fails to deliver the services within the period fixed for such services in the contract or as extended or at any time repudiates the contract before the expiry of such period IRCTC may without prejudice to his other rights cancel the contract or a portion and if so desired make alternative arrangement at the risk and cost of the Agency.
- 17.2.6 In the event of termination of contract under Clause 17.2.1 and 17.2.2, Security Deposit of the firm shall be forfeited and **the firm shall be debarred from participating in the future tenders of IRCTC for a period of six years.**

18. Exit Clause

On completion of three months of contract period, the agency may opt for exit from the contract after giving 3 (three) month notice to IRCTC. In such case, IRCTC shall adjust/deduct all its dues and refund the Security deposit and Performance Guarantee and permit agency to exit amicably. Advance deposit shall be settled with the Rail Neer stock till last day.

19. Severability

If any provision of this agreement should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction then the offending provision will be enforced to the extent allowable under applicable law and, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

20. Survival

The terms of this Agreement which, by their nature, should survive the termination or expiration of this Agreement shall be deemed to survive.



21. Provision of GST (Goods and Services Tax)

In case the vendor continuously default in compliance of the GST provisions, then the contract may be cancelled, and IRCTC will recover the amount of tax, interest, penalty and / or any other amount charged or chargeable under this Act by way of forfeiture of security deposit and tax amount withheld.

- 1) In case vendor does not provide the invoice and other particulars / details prescribed under the GST law, the tax amount shall not be paid.
- 2) The amount of GST charged by the vendor shall be held as security till the same is reflected as input available in GSTIN portal.
- 3) The vendor shall ensure to pay GST charged within the stipulated time and to file the return within the time specified under this Act to enable IRCTC to avail the input credit.



Section 4b – Special conditions of contract for Transportation part:

1. Destination and Freight Rates

- 1.1 Agency will take the responsibility of Transportation and CFA services. The agency has to take Rail Neer from Nangloi plant for distribution to given division / blocks given in clause no. 6 of Section-4 - Special Conditions of Contract for General part.
- 1.2 The Agency should have office / warehousing in division / block wherever Rail Neer supplies are to be ensured with all communication facilities i.e. telephone, fax, computer, web enabled system etc. (for providing transportation & CFA services from Nangloi Plant). Sometimes, the inventory would be required to be maintained to ensure emergency supplies.
- 1.3 (a) The agency will be paid per carton transportation rate as mentioned below:
 - i) The agency will be paid transportation rate @ Rs.2.76/- per carton for destinations upto 50 KM from Rail Neer plant Nangloi. (ii) For destinations more than 50 KM and up to 150 KM, Transportation charges paid is Rs.2.76/- plus Transportation charges @ Rs.0.04/- per carton per KM for additional distance beyond 50 KM and up to 150 KM from Rail Neer plant Nangloi (iii) For destinations more than 150 KM, Transportation charges will be paid @ Rs.0.04/- per carton per KM from Rail Neer plant Nangloi. Distance to a particular station shall be calculated on basis of shortest route given in Google map/mapmyindia.com. (b) For CFA services, the agency should quote per carton rates for given blocks. Bidders have to quote the rates as per price schedule section 7-Form # 4
 - (c) The rate quoted should be inclusive of all charges / surcharges such as statistical charges, services charges, various form charges, etc., and levies applicable to be paid at destination, if applicable and payable.
- 1.4. All statutory liability on finalized tender bid will be borne by the tenderer.
- 1.5 IRCTC can increase or decrease the no. of stations to be serviced within a block; the agency will have to give services to additional station also within the block/division at the same awarded per carton rate of CFA services. For any such destination/station, the transportation will be as given in the suitable slab, as defined in at Note 1 of Financial Bid.
- 1.6 The distance in kilometers Ex. Plant to the stations for the calculation purpose will be the distance as mentioned on the shortest route in Google maps/mapmyindia.com.
- 1.7. IRCTC reserves the right to transport Rail Neer by rail (in SLRs/VPUs). In such cases, where Rail Neer stock to be delivered on Cash basis, the Agency will be paid 60% CFA rate as applicable for the loading station in addition to the transportation charges from Rail Neer Plant Nangloi/Chennai upto the loading station. At the destination station, only CFA charges @ 80% as applicable for that station will be paid to the CFA of that destination station.

2. Variation in Transportation & CFA Rates

- 2.1 **The Cost of CFA per 1 Litre bottle-** the CFA price would be revised on half yearly basis. The updated price would be calculated on the 1st working day of each half year (i.e. on 1st of January, and 1st July) by the following formula:



$$\text{Updated price} = (\text{Accepted price}/100) * (40 + 60 * (L_1/L_0))$$

Accepted price = Price as mentioned in LOA (Cost of CFA per bottle)

L_1 = Half yearly minimum wages for unskilled labour applicable for that period in that State where the plant is located.

L_0 = Minimum wages for unskilled labour applicable in that State during the tender opening month

2.2 Transportation cost per 1 litre bottle - shall be revised on monthly basis. As per following formula:

$$\text{Updated price} = (\text{Accepted price}/100) * [30 + 30 * (WPI_1/WPI_0) + 40 * (D_1/D_0)]$$

Accepted price = Price as mentioned in LOA (Cost of transportation per bottle)

D_1 = Average of price of HSD for previous month (PSU- Domestic price)

D_0 = Price of HSD on the date of tender opening (PSU-Domestic price)

WPI_1 = Wholesale Price Index of all commodities of the month

WPI_0 = Overall Wholesale Price Index of all commodities for tender opening month

Note: The price of HSD (High Speed Diesel) at Petrol pump in Delhi to be considered.

2.3 Please note that the claim for all such adjustments will have to be made by the Agency in writing duly including documentary proof of the price revision as part of the claim.

3. Placement of Trucks

3.1 For dispatches from the plant

(a) Based on the daily quota to be lifted and supplied at the stations, the agency has to arrange the trucks for different stations according to the daily quota of stations. In case additional stock is required to be sent to stations, the agency will have to arrange for the same also.

(b) The agency shall provide truck(s) at the time specified by plant.

3.2 In case, the agency fails to place required trucks and the no. of cartons left behind from the total quota to be lifted, Rs. 1/- per cartons will be charged from the Agency for the failure. In case, the plant is not in a position to give full quota to the Agency due to unforeseen circumstances, then the plant will inform the Agency one day in advance for the quantity that will be given to the Agency so that the Agency may arrange trucks accordingly.

3.3 The Agency has to lift the product as per station wise demand /day and supply the same at the stations as per the licensee wise quotas provided by IRCTC. The licensee wise quota can be revised and the agency has to supply as per revised quotas provided by IRCTC.



- 3.4 Detention of trucks after loading of material, at the plant beyond 12 hours, detention charges would be paid @ Rs. 300 per day. A day is understood as per the 24 hours beyond the allowed 12 hours.
- 3.5 The dispatch will be done from Monday to Sunday (No dispatch on 3 National Holidays except in exceptional cases). Planning will be done on weekly basis, for week starting on every Monday and ending on Sunday. The agency shall have to provide trucks for all urgent deliveries required.
- 3.6 The agency should ideally provide covered body trucks whenever possible. In absence of such trucks agency should provide sufficient tarpaulins to cover the roof of loaded Rail Neer trucks.
- 3.7 The stacking of cartons in trucks, one on top of the other is permitted only upto 6 layers.
- 3.8 Trucks with open roof must leave the plant with a tarpaulin cover. Under no circumstances should water leak from the tarpaulin into the truck.
- 3.9 Open trucks, if deployed for loading, must have at least two layers of tarpaulins to avoid water soaking while loading and during transit. These tarpaulins must be lashed properly after loading of trucks. No such truck will be permitted to leave the plant without such lashings.
- 3.10 The floor surface of the trucks should ideally be plain and unevenness in the floor surface should not be more than 2.0 cms. The floor of the placed truck should be clean and should not contain any material, which can be contaminating or damaging to the cartons/crates. Transporter shall be responsible for providing properly clean trucks.
- 3.11 The walls of the truck should be vertical and out of plumb as far as possible should not be more than 2.5 cms.
- 3.12 The difference between the inside width of the body at the floor till the top should as far as possible not be more than 2.5 cms.
- 3.13 No truck should be loaded with a wet floor.
- 3.14 There should be no holes in the floor of body of the truck.
- 3.15 The width of the truck at the bottom and at the top must ideally be the same and differential should not be more than 3 cms.
- 3.16 The trucks made available should be roadworthy and in running condition with valid PUC certificate. The drivers thereof should have valid driving licenses. IRCTC will be entitled to call for inspection of the truck permits and driver licenses and up to date paid vehicle tax receipts and insurance cover of vehicle and whenever required the Transporter shall arrange to produce the same for inspection of the office or officers of the IRCTC in charge of the transport work or any other officer authorized by the IRCTC. Trucks older than 15 years will not be accepted for loading.

4. Loading



Trucks placed by the Agency after 7 PM will be deemed to have been placed at 8 AM of the next working day. All loading of goods at the plant location will be responsibility of IRCTC. For loading of packaged drinking water cartons, IRCTC would take 4 hours from the time the truck reports at the Plant.

The Agency shall collect from IRCTC all relevant and applicable taxes and/or other documents at the time of dispatch of material from the plant. Such documents shall be carried by the Agency entirely at its own risk and responsibility and may be shown by the Agency to the tax authorities en route, if called upon to do so. Any breach of these conditions including the non-compliance of GST laws, as in force shall be the sole responsibility of the Agency. In case any document viz. the Agency loses his copy of IRCTC's invoice, IRCTC shall recover the amount of duties so paid by deducting the same from the Agency's bills.

The Agency will stack cartons in such a way so as to ensure that damages to goods while in the truck are minimized.

5. Trans-shipment

- 5.1. The Agency shall in normal situations carry all goods without transshipment en-route. If transshipment becomes unavoidable to avoid damage / pilferage and delay in delivery, the Agency shall inform IRCTC prior to transshipment and obtain permission for the same and if this is not possible, immediately thereafter. In any case, Agency shall undertake transshipment at his own cost and risk. Transshipment of goods carried out without compelling reasons to do so or for reasons not satisfactory to IRCTC or without information IRCTC shall be viewed seriously and may make the contract liable for termination with immediate effect.
- 5.2 In case of exigencies, the agency shall pick up Rail Neer Packaged Drinking water from other Rail Neer Plants of IRCTC and supply the same to the stations within the allocated Block. IRCTC shall pay for the freight at the accepted rate for that station duly compensated for additional/lesser distance from the aforesaid Plant(s) to the respective stations. In case of failure, IRCTC shall make alternative arrangements at the risk/cost of the agency.

6. Transit Risk

All goods shall be carried at the Agency's risk and not at IRCTC's risk and the Agency shall be fully responsible for the safety and good condition of the goods from the time of collection from the consignor until actual delivery of the same is made to the licensees at the stations. The Agency shall be liable for all losses and damage due to theft, pilferage, adulteration, fire, road accidents, damage to cartons, shortages, confiscation by competent authorities and for all other risks while the goods are enroute, including losses arising out of the strikes, lock-outs, civil commotion and late delivery. For the damaged cartons, if agency demands the raw material for repacking i.e. cartons, tapes etc., the same can be provided by IRCTC on payment basis.

It shall be the duty of the Agency to obtain necessary documents from IRCTC before lifting the consignment as required under the GST law. The Agency shall be responsible for the transit or



otherwise of the goods/material. Also it shall be the responsibility of the Agency to arrange safe delivery of the consignment at the stations. Any loss, damage or shortage occurred shall be payable to the IRCTC by the Agency.

The Agency shall not load or carry more than the capacity permitted under the applicable rules of the States (s) or central Government. Any cost or penalties imposed for overloading shall be borne by Agency themselves.

7. Delivery

The Agency shall deliver the consigned goods / materials at the designated destination station to the Licensees / Departmental units within the period as allowed by IRCTC from time to time.

The Agency is required to obtain a clean acknowledgement of receipt of material from the Licensees / Departmental units for the full quantity supplied on the Tax Invoice / Delivery Challan.

8. Lost Consignment:

If the material taken by the Agency is lost enroute, full value of the consignment including other incidental charges will be recovered from the Agency.

9. Lien over Goods

The Agency shall have no lien, whether general or special, over the goods entrusted by IRCTC for supply at the stations in respect of any amount due to the Agency for the carriage & providing CFA services.

10. Damages / Shortages

If any packages of material were short found or declared in damaged condition by the Agency, the amount of loss or damage, as assessed by IRCTC, would be deductible from the Bills of the Agency. However, based upon report of IRCTC representative(s) in field, reimbursement of damaged stock can be considered upto 0.1% of stock dispatched from plant.

11. Insurance

The Agency is advised that they must take an adequate insurance policy in order to cover themselves against any loss or damage to goods till it is in their possession. The tenure of the policy must be the same as the tenure of the contract.



Section 4 c – Special Conditions of contract for CFA part

1. Provision of space, facilities and labour

- 1.1 The Agency will be appointed for given divisions / Blocks and connected with Rail Neer plant, Nangloi. The agency will look after the transportation and distribution of Rail Neer in the appointed Division/Block.
- 1.2 The selected bidders of any block shall bear the responsibility to supply in place of other bidder in the same block, as and when told by IRCTC, at a notice period of one day.
- 1.3 If the Agency fails to provide transportation or CFA services towards uninterrupted supply of Rail Neer, IRCTC reserves the right to provide transportation cum CFA services from other agency of the same block for ensuring uninterrupted supply of Rail Neer. Any additional cost incurred by IRCTC on this account shall be recovered from the balance in rolling deposit account/security deposit/performance guarantee/balance amt. of monthly bill for CFA charges.
- 1.4 The agency should have office and warehouse space in given Division/blocks para 6.4 of section 4a along with all communication facilities i.e. telephone, fax, computer, internet connection etc. IRCTC shall not provide any warehousing space facilities of labour to the agency. All arrangement of space facilities or labour shall be entirely the responsibility of the agency.
- 1.5 All space, facilities and labour provided must be in line with industry norms.
- 1.6 The agency shall provide adequate labour force for timely supply of Rail Neer to licensee and departmental units at the stations and supply to mobile units well in time at the stations.
- 1.7 Unloading of trucks at the agency's godown if kept at a particular station and loading of goods from the trucks for the supply at stations shall be the sole responsibility of the agency. The agency shall provide adequate staff to supervise loading / unloading operations, carrying out proper staking which should be maximum of 6 cartons one on top of other and staff for maintaining office for preparing dispatch challans, records and preparation of reports, etc.
- 1.8 Loading of goods in agency's truck at the plant shall be the responsibility of IRCTC.
- 1.9 The staff should be adequate in number, as per the job volume requirement and operating timings.
- 1.10 Please note that trucks arriving at the plant location after 7 PM will be deemed to have been arrived at 8 AM of the next working day.

2. Stock Control

- 2.1 The Agency must maintain a copy of the stock transfer notes received from IRCTC.



- 2.2 Stock received from IRCTC must be immediately accounted for in the stock register either manually or on computer, so that the same can be seen by authorized person of IRCTC.
- 2.3 All documents received along with consignment should be checked properly. These documents should be preserved safely by the agency.
- 2.4 A Goods/Stock arrival register must be maintained to document the time of arrival of goods.
- 2.5 All relevant documents that are maintained by the agency are subject to review by IRCTC personnel.

3. Inspection of Goods and Godowns / Depots

- 3.1 The agency must record the extent of damage of the goods that are transported by them. The same should be immediately entered in the records maintained in the computer.
- 3.2 The extent of the damage must be communicated to the IRCTC office immediately.
- 3.3 IRCTC shall inspect the Godowns/ Depots maintained by the agency and take inventory on monthly basis. In case, any shortages are noticed in the stock of Rail Neer Packaged Drinking Water in the godown as against the periodical sales / stock statements submitted to IRCTC, the agency shall remit the cost of actual applicable value of such shortages as advised by IRCTC. In case of failure in remitting the same, IRCTC shall deduct the same from the payables on submission of monthly bills in the next month.

4. Storage Norms

- 4.1 Not more than 6 cartons are to be stored one on top of each other in godown and in trucks.
- 4.2 To ensure increase storability, restacking must be conducted once in 2 months. While restacking cartons at the top must be shifted to the bottom and those in the centre must be shifted to the sides.
- 4.3 All goods shall be stored and processed in a manner that shall permit inspection by representatives of IRCTC, or any authorized third party at any time during operating hours.
- 4.4 Goods shall be removed from storage in the warehouse facilities on a FMFO (First Manufactured First Out) basis unless otherwise specified by IRCTC.

5. Housekeeping Norms

- 5.1 The warehouse condition must be accordance with industry standards at all points of time. Pest control must be done once every 15 days.
- 5.2 The warehouse must be covered and have sufficient ventilation. The roof must be checked periodically and all leaks must be plugged and plastered.



5.3 The agency must maintain fire protection equipment in line with industry norms.

6. Basis of supply by the Agency

6.1 The agency should supply Rail Neer to the licensee and departmental units at the stations as per quota provided and to other Govt. organization units as per the instructions of IRCTC from time to time.

7. Dispatch

- 7.1 The agency should dispatch Rail Neer as per the station wise daily quotas provided by IRCTC by arranging the trucks accordingly.
- 7.2 For all deliveries of “Rail Neer” supplies, the agency shall
- (a) Organize and manage the loading of goods at the Agency’s warehouse.
 - (b) Manage the delivery of goods to all the end retail points of the stations. The end retail points would include:-
 - i. Godown / Store / Base kitchens of the consignee
 - ii. Each retail outlet of the consignee at the station
 - iii. Pantry Cars of Mail/Express trains and mini pantry of coaches (in case of Rajdhani, Shatabdi and Duranto Trains).
- 7.3 For all supplies to end retailers, the agency shall maintain an acknowledgement copy of the goods received notes received from retailers as proof of delivery.
- 7.4 The agency may have to arrange emergency supplies to stations in the state that it normally does not service at the same agreed/contracted price.
- 7.5 For outstation dispatches, the agency shall arrange his own manpower for the supplies to licensee units, departmental units and mobile units at the stations.

8. Invoicing to Retailers

- 8.1 The agency shall issue GST invoices/delivery challans cum stock transfer challans to the catering units through hand held billing machines. The data will be uploaded in the server of the agency and shared with the IRCTC. The agency shall take the printouts of the tax invoices/delivery challans cum stock transfer challans generated in the server as per format, certify and maintain for inspection by tax authorities. **The cost of GPRS enables SIM, recurring cost of paper rolls and server and its maintenance cost shall be borne by the agency.** In case of any requirement for additional server on account of digitalization of records or otherwise for mutual benefit of IRCTC and agency, the costs incurred therein shall be borne by the agency. This system should be put in place by agency within 7 days from the issue date of letter of award.
- 8.2 In case of an emergency, the agency may follow the existing system. While invoicing at a retail point the agency will provide three copies-original for recipient, duplicate for transporter &



triplicate for IRCTC record purpose. The original copy will be given to the retail point. The agency must ensure that there levant person at each retail point signs and stamps duplicate & triplicate copy of the invoice. These signed and stamped copies of the invoices will have to be maintained by the agency.

- 8.3 The agency shall submit the signed and stamped copies of the invoices to IRCTC periodically initially which shall later be converted to print outs of hand held billing machines.
- 8.4 During the duration of the contract the agency has to supply Rail Neer to the end retailers as per the quotas fixed by IRCTC, in case any problem, assistance of the local IRCTC representative may be taken and the same may be informed to the nodal officer nominated by IRCTC.
- 8.5 The appointed agency should not have agency of other brand of Packaged Drinking Water and should not keep any other brand of Packaged Drinking Water in his godown. In case the Agency or his staff/agent is found involved in supplying/storing other brand of PDW, a penalty of Rs. 50000/- in 1st instance, Rs.100,000/- in 2nd instance and Rs. 1,50,000/- in 3rd instance will be imposed. In case of repeated offence, termination proceedings will be followed.**
- 8.6 Normally a tenderer may not apply for a block in which it is already giving CFA / Distribution service for any other brand of Packaged Drinking Water. Else such tenderer will have to submit an undertaking to this effect before award of CFA work by IRCTC.**

9. Payment Mechanism and Banking

- 9.1 The agency shall deposit advance amount to the value of estimated seven (7) days stock of sales with IRCTC @ per day demand of block X seven (7) days X cost of cartons and reduced by 10% i.e. **Rs.9.13 lakh** (cost of cartons shall be Rs 120/126) within fifteen (15) days from the date of issue of award letter. The agency shall submit the monthly bills to IRCTC claiming CFA charges and transportation along with the station wise, unit wise, licensee wise sales details duly certified by 5th of the following month. Payment mechanism shall be adopted as detailed at Clause 12 (B) Advance (Rolling) deposit of Section 4a - Special Conditions of Contract for General Part.
- 9.2 The agency will be responsible for collections from only the licensee units (mobile as well as static) and Railway managed units at various stations. Collections from the departmental units would be handled by IRCTC.
- 9.3 The Agency shall coordinate with Nangloi Plant for any additional requirement of “Rail Neer” and should also inform the detailed status of collections made against sales of “Rail Neer”.

10. Payment of GST

- 10.1 The agency is required to provide the final sales report on a fortnightly basis – Rail Neer so as to enable to remit the GST.
- 10.2 The agency sales report shall match with hand held billing server. In case of any deviation, the agency shall be responsible.

11. Lien Over Goods



The agency shall have no lien, whether general or special, over the goods entrusted to the agency by IRCTC for storage in respect of any amount due to the agency for the storage of and or charges and expenses incurred by the agency in connection with storage or transportation of the goods or on account of any claims made by the agency on IRCTC.

12. Licenses and Permits

- 12.1 The agency shall have all the necessary licenses and formalities such as the possession of a license under the Shops and Establishments Act, Prevention of Food Adulteration / Essential Commodities Act, FSSAI Act etc. to carry out all the activities mentioned in the scope of work.
- 12.2 The agency must also ensure compliance to all statutory requirements under various labour laws such as Motor Transport Workers Act, Minimum Wages Act etc.

13. Safety Regulations and Insurance

- 13.1 The agency shall abide by all safety precautions and other rules and regulations, prescribed under the State and Central Legislations. Any obligations arising out of such legislation shall be the sole responsibility of the agency.
- 13.2 The agency are advised that they must take an adequate insurance policy in order to cover him against any loss or damage to the goods while in stock and during transportation.

14. Loss / Damage of Goods

- 14.1 The agency shall bear the cost of any loss/damage of goods that arises:-
 - (a) While goods are being unloaded from the truck at the agency location/station.
 - (b) While goods are in storage at the agency location.
 - (c) While goods are being loaded at the agency location for supply to the station.
 - (d) While goods are being transported by the agency to stations.
- 14.2 The agency shall have to bear the cost of any loss / damage of goods that arises after the same is handed over to the agency at the plant.

15. Inspection of Warehouse

IRCTC reserves the right to inspect the Warehouse Facilities and the warehouse sites of the agency at any time to assure compliance with this Agreement. The agency shall ensure proper operation and maintenance of the Warehouse Facilities.

16. Before signing of contract agreement, the successful bidder shall submit the proof of having godowns as per the minimum warehouse facilities required given in item no.6.4 of Section-4, Conditions of Contract.



Section 4 d – Special Condition of Contract for Compensation

The mode of compensation applicable to agency will vary according to the services provided and shall be as documented in this section.

1. Billing and Payment to Agency providing transportation and CFA services.

1.1 The agency shall raise **separate bill** for Transportation and CFA services (as both the services involve separate rate and mechanism of payment of GST) showing:

- (a) The numbers of carton supplied to departmental units.
- (b) Thenumbersofcartonssuppliedtolicenseeunitsforwhichpaymentshavebeenreceived.
- (c) The details of GST paid on behalf of IRCTC.

1.2 Each bill must contain the following:

- (a) Print outs / Signed copies of all invoices delivered to retailers.
- (b) Print outs / Signed copies of all goods received notes from the retailers.
- (c) Print outs / Copies of all stock transfer notes received from IRCTC.
- (d) Proof of GST paid for the goods sold.

1.3 **The agency's compensation for Transportation and CFA services shall be based on number of cartons sold.** The per carton CFA rate quoted must include all the costs incurred by the agency while providing the CFA services as desired by IRCTC. The agency shall also be reimbursed for the GST paid by him (for goods sold) on an actual basis.

For Non-cash basis sales (Stock Transfer), the agency task has completed when the duly acknowledged GRN is provided to IRCTC. For Cash basis sales, as the Agency shall pay in advance, the task is completed when details print outs/signed copies of retail-cum-tax invoice along with proof of GST paid for the goods sold are received by IRCTC.

1.4 The per carton CFA rate shall include all the relevant expenses (such as rent, insurance, collection of cash from licensee and depositing the same in IRCTC account in designated locations, loading and unloading expenses, salaries, local secondary transportation etc.) that the agency expects to incur while supplying IRCTC goods.

1.5 The agency compensation towards Transportation and CFA services shall be calculated based on the nos. of cartons delivered on Non-Cash basis sales. This would be calculated as:

Agency monthly compensation for CFA Services = (per carton Transportation rate + 87.50% of per carton CFA rate) × number of cartons where sales proceeds are not collected by the agency for which GRN/acknowledgement on delivery challan/ tax invoice has been received.

(b) Rail Neer stock to be delivered on Cash basis sales:

The agency compensation towards Transportation and CFA services shall be calculated based on the nos. of cartons delivered on Cash basis. This would be calculated as:



(per carton Transportation rate + per carton CFA rate)×number of cartons where sales proceeds are collected and remitted by the agency.

The catering units (Static / Mobile) earmarked for sales on cash basis and non-cash basis are detailed at Clauses 2 & 3 in Section-1 Notice inviting E-Tender.

- 1.6 The distribution pattern among above units may undergo change during the currency of the contract. Over and above this the agency will also be reimbursed for all sales tax / GST costs incurred by him on behalf of IRCTC.
- 1.7 IRCTC reserves the right to allocate quantities / areas among more than one bidder on account of credentials, technical capability, past performance or any other evaluation criteria in order to maintain uninterrupted Rail Neer supplies. The decision of IRCTC in this regard shall be final and binding upon the bidders and their quoted rates shall remain firm irrespective of the quantities / areas allocated.
- 1.8 IRCTC does not guarantee any minimum sale to the Agency. IRCTC also reserves the right to stop giving supply of Rail Neer to any station / block or reduce its work area to any extent during the currency of this contract without assigning any reasons.
- 1.9 Per carton rate of transportation & CFA for any other capacity bottles will be same as per carton rate of 1000 ml bottle (12 nos.) provided weight per carton is within 10% limit, otherwise payment will be made on weight prorata basis.



Section 5 – Scope of Work

1.0 Scope of Work for Agency

The scope under the present tender covers two streams of works, namely:

- Provision of Transportation services
- Provision of CFA services

The Transport and CFA service is to be provided by an agency in the given division / block fed by Nangloi Plant.

List of stations in a division / block in which Transportation & CFA services are to be provided is given in the clause no. 6 of Section-4 a–Special Conditions of Contract for General Part. **(This list of station is subject to modification at any time.)**

The agency shall provide services to all the stations in the appointed block as identified by IRCTC. The list of stations to be serviced by Nangloi plant is detailed in table of para 6.4 of section 4a.

Apart from the listed stations, the Agency would also be required to service other stations as desired by IRCTC within the block / Division at the same agreed contracted price.

Please note that these volumes are merely indicative based on available sales data and market research. **These volumes are subject to significant variations depending upon the season.**

Briefly, Agency has to perform the following services:

- (a) Warehousing facility
- (b) Invoicing
- (c) Dispatching
- (d) Reporting
- (e) Taxes

The details of each of the services are provided in the following sections.

2.0 Supply as per quotas / indicative demand

2.1 The agency will be advised, the station wise and unit wise/Licensee wise supply quota of Rail Neer for all the stations which have been identified by IRCTC. The customers for the agency could be:-

- (a) Licensees and Departmental static units at the stations
- (b) Licensees and Departmental mobile trains, picking up water at the stations
- (c) Any other Govt. office/Non Railway Catering units in that area.

3 Receipt and Warehousing of Goods

The Agency will have to perform the following activities as part of receipt and storage of goods.



3.1 Supplies as per indicative demand / quota

The quota will be advised periodically & accordingly supply shall be made at stations/units/ trains by the agency.

3.2 Unloading of goods

It is the outlook of the Agency to organize and manage the unloading of goods, if need be in his godown for further delivery to the licensee/departmental units at the stations.

3.3 Storage of goods

3.3.1 The Agency shall be responsible for the storage of the goods, handling of goods in the warehouse, stacking of cartons in an acceptable manner based on good judgment and customary warehouse storage practice, and in accordance with all applicable local, state, and central laws and regulations.

3.3.2 The Agency is required to store the goods received in a clean environment and in a manner that ensures protection from theft, injury or other damage due to moisture, improper temperature control, improper or unusual location or injurious contact. **The stacking of cartons should be maximum of 6 cartons one on top of the other.**

4. Invoicing and GST

4.1 The Agency will have to raise the invoices and collect sale proceeds on behalf of IRCTC as detailed in clause 8 and 9 of section 4c.

4.1.2 IRCTC shall provide hand held machines. The Agency shall prepare all invoices in the format that is prescribed by IRCTC and ensure the delivery of the same to customer across stations during the time of delivery of goods and obtain a clean acknowledgement from the customers.

4.1.3 All invoices will be issued on behalf of IRCTC.

4.1.4 One office in Delhi of the Agency will be declared as the Branch office of IRCTC for GST purposes and the Agency will have to coordinate for all the GST related work with IRCTC.

As per GST Laws, the books of accounts etc. are required to be maintained at such office and endorsement on the IRCTC GST registration certificate would be required.

4.1.5 The agency shall raise the invoices to IRCTC as per the GST rules. On the basis of such raised invoices, IRCTC shall pay GST for the goods sold. The Agency will have to maintain the Sales Register, Stock records, cash book, bank book, details of payment transferred to IRCTC and other records for the purposes of GST and MIS purposes.

4.1.6 The GST department issues E-Way bill for purpose of transfer of material into the state. This is a very important document. The Agency will have to maintain proper records of the same, as it has to be reconciled with the GST department at the time of assessment.



- 4.1.7 The agency shall ensure utmost precautions while raising invoice to licensees. The agency shall ensure incorporation of accurate information such as licensee name, GST number and other details in the invoices issued to licensees. In case of any query by any regulatory authority at a later date regarding wrong invoicing to licensees or otherwise resulting in incurring of costs/expenditure by IRCTC, such costs/ expenditure shall be borne by the Agency.

5. Dispatch

- 5.1 (a) It shall be the responsibility of the Agency to ensure consistent supply of packaged drinking water to all units at the stations. The Agency shall ensure that the customer is in receipt of goods as desired by IRCTC and resolve any issues arising there from.
- (b) After the material is loaded from the plants and handed over to the agency, then it will be the responsibility of the Agency to make sure that it reaches the particular station in time and timely supply is given to the licensees & departmental units at the stations and mobile units should get the supply well in time i.e. at least half an hour before departure.

6. Liaison with IRCTC officials

- (a) The Agency will have to keep a close coordination with Station Officer/other Nodal officer specified by IRCTC in case of any problem.

6.1 For supplies the Agency may, at his own discretion and expenses, decide to :

- (a) Open a branch or appoint a local agent to facilitate supply of Rail Neer, liaison with IRCTC/Railway authorities, etc.
- (b) Supply to Departmental units and getting acknowledgement on invoice.
- (c) Appoint a local agent to take the risk of defaults by licensee.

6.2 The Agency shall communicate all such appointments to IRCTC well within time.

7 Reporting: Flow of Information and Reports:

- 7.1 The flow of information will be as per requirement of IRCTC (Daily, Weekly, Monthly, Quarterly etc.). IRCTC has already implemented computerized billing system along with E-executive MIS reporting system.
- 7.2 One user from the successful agency will be given access to the Hand Held Billing server. The agency shall download and authorize the documents and then submit the same to IRCTC/Rail Neer, Nangloi.
- (a) Stock transfer report detailing the stock received from IRCTC's Plant.
- (b) Inventory report detailing inventory levels (i.e. opening stock / quantity received / quantity sold / closing stock etc.)
- (c) Reconciliation report showing the reconciliation of inbound and outbound shipments and highlighting differences.
- (d) Damages report detailing the number of damaged cartons received from the transporter.
- (e) Dispatch report detailing goods dispatched to various retailers across stations and goods received notes received from the retailers.



- (f) Details of payments collected and remitted to IRCTC with proof thereof.
- (g) Damage report detailing the number of cartons / bottles damaged, while the goods are in Agency's possession.
- (h) Day to day invoice wise data of sales and stock transfer of Rail Neer cartons.

The format of each report shall be provided to the Agency by IRCTC. During operations IRCTC may require by the Agency provide with other reports not documented above.

8 Other Services

In addition to the services mentioned above the Agency will need to provide the following services also:

- (a) The Agency shall provide round the clock security to provide security for our goods and also to ensure disciplined working.
- (b) The Agency shall have computer alongwith software with access to the internet.
- (c) The Agency shall have at least one telephone, a fax machine, a computer and a printer as well as provide for stationary and any other office material required for office operations.



Section-6, Annexure – I

Distribution Network Details

IRCTC plans to set up a Distribution Network to service the packaged drinking water requirements of various stations.

In order to supply packaged drinking water “Rail Neer” to these stations IRCTC will appoint an Agency who will look after the transportation from plant and supply Rail Neer to the Licensee & Departmental units at stations with in the block identified by IRCTC.

The distribution and transportation of materials to all stations with in the block will be responsibility of Agency only.

Thus the distribution of packaged drinking water will work as follows:-

- Loading of material in the trucks arranged by the Agency at the plant will be the responsibility of IRCTC.
- However any unloading, loading and supply of goods from the time it is handed over to the Agency shall be the responsibility of the Agency.

The following document details the components of the proposed distribution network for “Rail Neer”

a. Key players in the distribution network

The key players in the distribution network include:

1. IRCTC (plant at Nangloi)
2. The Appointed Agency who will take care of the transportation of Rail Neer from plant and supply the material to the end user i.e. Licensee & Departmental units at the stations including Mobile units, identified by IRCTC.

b. Locations to be serviced

The distribution network has been divided by division /blocks. Stations non Railway catering units of IRCTC and in the following division /blocks are to be serviced:-

A. B. Jaipur, Bikaner, Rewari & Jodhpur Divisions.

(List of stations in the above Division / Block is subject to Modifications at any time)

Stations:

Over a span of time the number of stations within a block to be serviced may increase / decrease.

Above quantities are indicative. Actual supply may vary depending upon demand.

c. Demand

The total demand of packaged drinking water arises from:

- Static Units – Units at the platforms
 1. Stalls
 2. Trolleys
 3. Refreshment Rooms, Café and Restaurants/ Jan Ahaar.



- Mobile Units – Trains
 1. Rajdhani
 2. Shatabdi
 3. Duronto
 4. Mail and Express Trains
- Non Railway catering units of IRCTC.

Thus

Total demand for packaged drinking water at a station=

Demand for packaged drinking water at the static units +

Demand for packaged drinking water at mobile units (trains), which stock water from the station for their journey

+

Demand of non Railway catering units of IRCTC.

- The demand varies significantly across seasons
 1. Consumption is higher in summer. It can be as high as 2 to 3 times the consumption in winter.
 2. Consumption is higher during peak traffic seasons, like holidays or festivals.
 3. Rail Neer will be supplied in the following priority order:
 - a) Rajdhani / Shatabdi / Duronto Exp. Trains
 - b) Static units of Nangloi area
 - c) NRC units under IRCTC & Mail / Express trains
 - d) Stations mandatory for sale of Rail Neer
 - e) Other stations for sale of Rail Neer.

Calculation of distance ex. Plant to stations:

The distance in kilometers Ex. Plant to the stations for the calculation purpose will be the distance as mentioned on the shortest route in Google maps / mapmyindia.com. If the distance is not available in this, then the shortest distance between the Railway station Nangloi and railway station of that city as given in Railway Time Table will be considered for the calculation of rate the services of a carton.

d. Customers

The customers for IRCTC are:-

- Static Unit Licensees – Licensees who operate stalls, trolleys and refreshment rooms at various stations
- Mobile Licensees Units - Licensees who operate various trains.
- Railways – Departmental catering units which operates some stations as well as trains.
- NRC units managed by IRCTC

Thus delivery points at a particular station would depend upon the number of customers at the station, in other words

- Number of licensees and licensee stalls
- Number of trains which pick up stock packaged drinking water from the stations



- Presence of Railway catering at the station.
- NRC units in the city

e. Distribution Network

The responsibility of the appointed Agency is to take Rail Neer stock from Nangloi Plant, transport it to various stations in a block as shown in the block wise list along with the approximate quantity to be supplied as mentioned.

The supply quantity varies significantly with season, with peak volumes during summer months / festival seasons.



Section 7 – Form # I

INTEGRITY PACT

Between

This pre-bid pre-contract Agreement (hereinafter called the integrity pact) is made on ____ day of ____, 2022 between Indian Railway Catering & Tourism Corporation Limited (hereinafter referred as “IRCTC”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns.

and

----- hereinafter referred to as “The Bidder/Contract actor” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns

Preamble

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

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

Section 1- Commitments of the Principal:

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

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



- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and the during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees, involved in the tender process or the execution of the contract or to any third person any material or other benefits which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign IRCTCs, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he had made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offence outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section-2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banking of business dealings".

Section 4 – Compensation for Damages



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

Section 5 – Previous transgression

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

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

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the IRCTC obtains knowledge of conduct of Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the IRCTC has substantive suspicion in this regard, the IRCTC will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

- 1) The IRCTC appoints competent and credible Independent External Monitor for this pact after approval by Central Vigilance Commission. The task of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The IRCTC has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

a) Dr. Pravez Hayat, IPS (Retd.), E-mail- phayatips@gmail.com



- 3) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He reports to the MD/IRCTC.
- 4) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the IRCTC including that provided by the Contractors. The Contractors will also grant the Monitor upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
- 5) The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure of confidential Information' and of 'Absence of conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, IRCTC and rescue himself/herself from that case.
- 6) The IRCTC will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the IRCTC and the contractor. The parties offer to the Monitor the option to participate in such meetings.
- 7) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the IRCTC and request the Management to discontinue or take corrective action, or to take other relative action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8) The Monitor will submit a written report to the CMD/IRCTC within 8 to 10 weeks from the date of reference or initiation to him by the IRCTC and should the occasion arise, submit proposals for correcting problematic situations.
- 9) If the Monitor has reported to the CMD/IRCTC a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD/IRCTC has not within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 10) The word "**Monitor**" would include both singular and plural.

Section 9 – Pact Duration

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



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

Section 1– Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.
- (7)

(For & On behalf of the Principal)

(Office Seal)

Place_____

Date_____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

(For & On Behalf of Bidder/Contractor)

(Office Seal)



Section7 – Form # 2**FORM OF PERFORMANCE SECURITY (GURANTEE) BY BANK**

GGM/ Procurement,
IRCTC Ltd,
B-148, Statesman House,
12th floor, Barakhamba Road,
New Delhi – 110001

Dear Sir,

Bank Guarantee No. : _____
Date of Issue : _____
Amount of Guarantee : _____
Date of Expiry : _____
Last Date of Lodging of Claim : _____

In consideration of the Indian Railway Catering and Tourism Corporation Limited, B-148, Statesman House, 12th floor, Barakhamba Road, New Delhi – 110001 (hereinafter called “The IRCTC”), having agreed to exempt _____, having its office at _____ (hereinafter called “The said Supplier(s)”) from the demand, under the terms and condition of an Contract No. _____ dated _____ made between M/s Indian Railway Catering and Tourism Corporation Limited and M/s _____ for _____ (supply of transportation and CFA services) (hereinafter called “the said contract”) of Security Deposit for the due fulfillment by the said Supplier(s) of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____/- (Rupees _____ only) we, _____ (hereinafter referred to as the bank) at the request of _____ Supplier(s) do hereby undertake to pay the IRCTC an amount not exceeding Rs. _____/- (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the IRCTC by reason of any breach by the said Supplier(s) of any of the terms or conditions contained in the said Contract.

1. We _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the IRCTC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IRCTC by reason of breach by the said Supplier(s) or any reason of the Supplier(s) failure to perform the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ only).
2. We undertake to pay to the IRCTC any money as demanded notwithstanding any dispute or disputes raised by the Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s) shall have no claim against us making such payment.



3. We _____ further agree that the guarantee herein sustained shall remain in full force and effect during the period would be taken for the performances of the said contract and that it shall continue to be enforceable till all the dues of IRCTC under or any virtue of the said contract have been fully paid and its claims satisfied or discharged or till the IRCTC certified that the terms and conditions of the said contract have been fully and properly carried out by the said Supplier(s) and accordingly discharges this guarantee. Unless demand of claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.
4. We _____ further agree with the IRCTC that the IRCTC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the IRCTC against the said Supplier(s) and to forbear or of enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier(s) or for any forbearance act or omission on the party of the IRCTC or any indulgence by the IRCTC to the said Supplier (s) or any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so reliving us.
5. At any time during the period in which this Guarantee is still valid, if the supplier fails to perform the Works in accordance with the contract or fails to discharge himself of the liability of damages or debts, it is understood that the bank will extend this Guarantee under the same conditions from the required time on demand by the IRCTC and of the cost of the Supplier.
6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Supplier(s).

NOTWITHSTANDING anything to the contrary contained herein:-

- i. Our Liability under this Bank Guarantee shall not exceed Rs._____/ - (Rupees _____ only).
- ii. This Bank Guarantee shall be valid upto _____ and

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the IRCTC serve upon us a written claim or demand on or before _____ (Date of expiry of the Bank Guarantee).



Section 7 –**Price Schedule (Financial Bid)**

Price bid for selection of agencies for transportation and CFA services for “Rail Neer”

E-TENDER NO. IRCTC/RN/NANGLOI/LOGISTICS/2022/LT/B dated 17-05-2022

Date:-

Bidder's Name:-

Bidder's Address:-

Telephone No.:-

Fax No.:-

E-Mail:-

(please insert the bidder details above)

To,

GGM/ Procurement,
IRCTC Ltd,
B-148, Statesman House,
11th floor, Barakhamba Road,
New Delhi – 110001

Dear Sir,

We hereby propose to apply for Agency for transportation and CFA services for the block.

We have understood the instructions and the terms and conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the detailed scope of work laid down by you (which has been detailed in section 5&6) and are fully aware of the nature and scope of services required.

We hereby confirm our acceptance and compliance to the provisions contained in the Bidding Documents. We declare that the services will be rendered strictly in accordance with the requirements.

We declare that the following are, our prices in Indian Rupees for the entire scope of services detailed in bidding documents for the following block / blocks:-

Rate quotation for provision of CFA & Transportation services in the under mentioned Division / blocks:

Block No.	Divisions	Per carton CFA rates in Rs. (without GST) for all stations in the block	
		In figures (Rs.)	In words (Rs.)
B	Jaipur, Rewari, Bikaner & Jodhpur	To be filled online	To be filled online



NOTE:

1. (a) The agency will be paid transportation rate @ Rs.2.76/- per carton for destinations upto 50 KM from Rail Neer plant Nangloi. (b) For destinations more than 50 KM and up to 150 KM, Transportation charges paid is Rs.2.76/- plus Transportation charges @ Rs.0.04/- per carton per KM for additional distance beyond 50 KM and up to 150 KM from Rail Neer plant Nangloi (c) For destinations more than 150 KM, Transportation charges will be paid @ Rs.0.04/- per carton per KM from Rail Neer plant Nangloi. Distance to a particular station shall be calculated on basis of shortest route given in Google map/mapmyindia.com.
2. Each block will be awarded to two bidders in the ratio of 70% & 30% (approximately). While awarding the contracts, IRCTC will club the stations in two groups such that their quantity is in the ratio of approximately 70% & 30%. While grouping the stations, efforts will be made to have contiguous stations. During operation of contract, in case of non satisfactory performance of the agency, the work of that agency may be given to other agency at the same rate, terms & conditions of contract.
3. 70% qty (approximately) of each block as mentioned above will be awarded to the lowest bidder (L-1) and 30% qty (approximately) will be awarded to (L-2) bidder with rate of L-1 as counter offer. In case L-2 refuses it will be given to L-1.
4. Whenever any new Rail Neer Plants becomes operational, the allotted stations may undergo change. While doing so IRCTC will make attempts to redistribute stations among both agencies in the same cluster.
5. For any new station apart from given in the tender, the transportation rate would be as per note 1 above.
6. Rate quoted by the bidder in the financial bid should be exclusive of GST. The GST will be charged over and above the quoted rate.
7. The tenderer will bear all other taxes except GST like municipality, state, national except those explicitly mentioned above. GST will be paid extra.
8. We agree to abide by this bid, which, in accordance with ITB Clause 9 (Documents comprising the bid) consists of this letter, the Bid Security, for a period of 60 days from the date fixed for submission of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
9. We declare that the above quoted charges are firm and shall not be subject to any variation except diesel price variation for the entire period of the contract.
10. We declare that prices / rates offered are valid for any extension to the contract.
11. If our bid is accepted, we undertake to provide a security deposit in form of demand draft or Bank Guarantee in the format provided, for the amounts, and within the times specified in the Bidding Documents.



12. We undertake, if our bid is accepted, to commence work within the respective times stated in the Bidding Documents.
13. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Date:.....

Place:.....

Signature

Name:

Designation.....

Common Seal.....

