



DISCLAIMER

- a. Indian Railway Catering & Tourism Corporation Ltd., herein after mentioned as "IRCTC" does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document. Therefore, each Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document advice from appropriate sources. The Bidder shall bear all its costs associated with the preparation and submission of its Bid including expenses associated with any clarifications which may be required by IRCTC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IRCTC shall not be liable in any manner.
- **b.** IRCTC will have No liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the License, the information and any other information supplied by or on behalf of Railway/IRCTC or otherwise arising in any way from the selection process of the License.
- **c.** The issue of this Document does not imply that IRCTC is bound to select the Bidder or to appoint the Selected Bidder. IRCTC reserves the right to reject any or all of the Bids submitted in response to this Bid Document at any stage without assigning any reason whatsoever. IRCTC also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who have submitted the Bid.
- **d.** IRCTC reserves the right to change/ modify/amend any or all of the provisions of this Bid Document at any stage.
- e. Each Bidder's acceptance of delivery of this Tender constitutes its agreement to, and acceptance of the terms set forth in this Disclaimer. By acceptance of this Tender, the recipient agrees that this Tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.



INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

(A Government of India Enterprise)

INSTRUCTIONS TO TENDERERS

The Indian Railway Catering and Tourism Corporation Ltd. hereinafter called the IRCTC, proposes to obtain E-LIMITED TENDER FOR PROVIDING SERVICES OF Tea and Coffee as per Annexure A in accordance with the instructions following hereafter.

1. General:

Date & Time up to which offers will be received : <u>**Refer to Notice Inviting Tender**</u>

- 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/IRCTC, as prescribed in "INSTRUCTIONS TO THE **TENDERERS.**"
- **ii.** To participate in the E- Tender, it is mandatory for the bidders to register themselves on the website <u>www.tenderwizard.com/IRCTC</u> without any payment and obtain User ID & password which is required for submitting the tender. It may please be noted for submission of bid, Class-III digital signature is required.
- iii. The applicant should upload complete set of documents in support of Eligibility Criteria, if any.
- iv. Corrigendum/Addendum to this Tender, if any, will be published on website <u>www.irctc.com</u>, <u>www.tenderwizard.com/IRCTC</u>. No newspaper press advertisement shall be issued for the same.
- v. For any difficulty in downloading & submission of tender document on website <u>www.tenderwizard.com/IRCTC</u>, please contact at tenderwizard.com helpdesk no. 080-45811365 or cell no 8800107755 & 8800115628,
- vii. 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. It may please be noted that in case of deviation quoted by bidder, offer will be summarily rejected without further correspondence/communication.
- viii. The prospective bidders voluntarily agree to the exclusive jurisdiction of Court situated at New Delhi by submitting bids.
- ix. No other courts except courts at New Delhi have the jurisdiction to resolve dispute arising out of bid document
- 2.0 This E-Tender is based on Financial bid only.
- 2.1 Financial bid This shall consist of Offer Form for Financial bid and the E- Limited Tender schedule duly filled in the format specified herein in accordance with the instructions and other relevant provisions mentioned in this Tender document.

The Offer form (for Financial Bid) (Annexure – C)



- 3.0 **Validity:** The submission of any offer and documents shall constitute an undertaking that the bidder shall have no cause for and claim, against the authority for rejection of the offer. The authority shall always be at liberty to reject or accept any offer at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the authority.
 - 3.1 The offer shall be kept valid for acceptance for a minimum period of **60 days** from the date set for opening of e-tender.
 - 3.2 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the authority to the bidder. While the offers are under such consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting the authority by any means. If necessary, IRCTC will obtain clarifications on the offers by requesting for such information from any or all the bidders, in writing, as may be considered necessary. Bidders will not be permitted to change the substance of their offers after the offers have been opened.
- 4.0 **Rates:-** The tenderers should quote single rate inclusive of all expenses as per annexure C. Applicable GST will be paid extra.
 - 4.1 IRCTC may waive any minor non-conformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice and affect the relative ranking of any bidder.
 - 4.2 E-tenders are not transferable. IRCTC reserves the right to reject any or all the e-tenders in part or full at its sole discretion without assigning any reasons.
 - 4.3 The bidders must ensure that the conditions laid down by submission of offers detailed in the preceding paras are completely and correctly fulfilled. E-tenders, which are not complete in all respects as stipulated above, may be summarily rejected.
 - 4.4 In case there are more than one Firm quoting same rates, retendering will be done among those firm's, fixing the same Lowest rates offered by the tie firms as the upper limit for quoting L -1 rate. Firm quoting L 1 rate among them will be selected out of the tie firms.

5.0 Evaluation of offers:

5.1 This financial bid will be evaluated based upon the Total all inclusive rates for all the tendered items (Exclusive of GST) quoted by the bidders. The E-Tenders received will be evaluated by the Purchaser to ascertain the Lowest acceptable E-Tender on quoted rates only.

6.0 Benefits to registered SSI /MSEs firms:

Ministry of Micro, Small and Medium Enterprises (MSME) vide letter no. 21(1)2011-MA dated 25.04.2012 has notified a new public procurement policy for Micro and Small Enterprises (MSEs). Whereby the small scale units (SSI) / Micro and Small Enterprises (MSEs) can avail the following benefits if registered with (i) District Industries Centres or (ii) Khadi and Village Industries Commission or (iii) Khadi and Village Industries Board or (iv) Coir Board or (v) National Small Industries Corporation or (vi) Directorate of Handicrafts and Handloom or (vii) any other body specified by Ministry of Micro, Small and Medium Enterprises and start-ups registered with DIPP.

- a) Issue of E-Tender form free of cost.
- b) Exemption from payment of Earnest Money.
- c) In tender, participating MSEs quoting price, within the band of L1 +15% shall also be allowed to supply a portion or requirement by bringing down their price to L1 price in a situation



where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply at least 25% of total tendered value.

In case L1 is not an MSE and there is more than one MSE within the range of L1+15%, only the lowest MSE shall be considered for 25% order in case of divisible item (or 100% in case order quantity is not divisible), subject to matching L1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%, shall be considered. This process shall be continued till a MSE in the range accepts the L1 Price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, then the order shall be placed without applying this principle.

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

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

The SSI /MSE who are interested in availing themselves of these benefits shall enclose with their offer the proof of their being SSI /MSE registered with any of the agencies mentioned in the para above

The SSI/MSE who have availed the benefit of exemption of earnest money will not be allowed to withdraw their offer during the currency of the validity of offer or extended validity, if any such firm fails to observe this stipulation; the firm will be banned from participation in IRCTC Ltd. Tenders for a period of three years.

IRCTC reserves the right to award the contract to SSI / MSE units only up to their manufacturing capacity given in their SSI / MSE registration certificate.

As per letter 21(17)/2016-MA dated 06.04.2018 of Ministry of MSME, declaration of UAM number by the vendors on CPPP is mandatory from 01.04.2018. All MSME bidders have to upload a document along with other credentials in IRCTC tender that they have declared UAM number on CPPP failing which such bidders will not be able to enjoy the benefits as per PP Policy for MSMEs order, 2012.

This benefit will be given to only that Firm who was registered under MSE category in PAD empanelment.

7.0 Tenure of Contract:- The tenure of Contract is for supply of material for One year further extendable for One year on mutual consent of both parties subject to satisfactory performance of the firm.



8.0 Withdrawal of Bids:-

- 1. In case firm is L-1 and withdraw their offer after opening of Financial Bid, Case will be retendered and firm will be debarred for 01 year from participating in all future tender(s) of IRCTC in addition to delisting from the Panel of IRCTC.
- **9.0 Discrepancies:-** 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 the bidders.
 - 3. Financial bid
 - 4. General Information
- **10.0** All other terms and conditions applicable will be as mentioned in the EOI for empanelment of PAD items, Letter of empanelment and further extension issued by IRCTC.
- **11.0 FORCE MAJEURE:** In the event of any unforeseen event directly interfering with the operation of License arising during the currency of the license agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, acts of God, sabotage; the Licensee shall, within a week from the commencement thereof, notify the same in writing to the Licensor with reasonable evidence thereof. The Train shall be restored as expeditiously as possible or, as the case may be, the impediment to accessibility shall be removed as expeditiously as possible. If the Said Property cannot be rendered fit for occupation and use for more than thirty days, the Licensee shall not pay License Fee for such period till the said property becomes accessible and operational following cessation of force majure event mentioned above. The period of license will be further extended for the period during which License was not operational.
- **12.0 ARBITRATION:-** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.

The parties hereto further agree submit demand in writing that the dispute/differences be referred to arbitration along with format annexed hereto as Annexure-L. The demand for arbitration shall specified the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.

Only such dispute or differences, in respect of which the demand has been made, together with counter claims of setoff given by IRCTC shall be referred to arbitration and other matters shall not included in the reference.

In the event of demand made as mention herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be referred to Sole Arbitrator from the panel of Arbitrators which has been agreed to by the bidder appointed by Chairman and Managing Director of IRCTC. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion, in terms of circular dated 18.10.2019.

13.0 Jurisdictions of Courts:- The licensee agree to submit all disputes arising out of or in connection with this bid document/license to the exclusive jurisdiction of courts at New Delhi.



Special Instruction to the bidders:-

- 1. The bid document for supply of Tea and Coffee and other services as per Annexure A at IRCTC Corporate office and linked offices. i.e. (Punj House & IRCA building at New Delhi).
- 2. No request for increase in rates will be entertained during the supply of items, no advance payment will be made, neither any interest on the delayed payment.
- 3. IRCTC in order to satisfy itself can get a spot enquiry to verify soundness, capability and viability of bidder.
- 4. The "delivery of material" shall be deemed to take place on delivery of the material in accordance with the terms of contract, after approval by the IRCTC official or his representative if so provided in the contract, to
 - a) The consignee at his premises:
 - b) Where so provided the interim consignee at his premises: or
 - c) A carrier or other person named in the contract for the purpose of transmission to the consignee, or
 - d) The consignee at the destination station in case of contract stipulating for delivery of material at destination station.
- 5. The manufacturer/supplier shall deliver the item as mentioned in the Financial Bid at 'Annexure C' according to the exact specification as per the contract after issuance of purchase order from the concerned officer of IRCTC.
- 6. The firm will quote the rates of **Tea and Coffee services as per Annexure A**, packaging & Freight and all other cost as per the location mentioned in the financial bid.
- 7. The rates shall be valid for 60 days for the date for opening of the tender.
- 8. Offer from the firm having an invalid GST number will not be entertained. The bidder should be registered under GST and also he should not opt for Composite Scheme under GST, Any loss occurred to IRCTC on account of non availing of Input Tax Credit (ITC) due to the lapses/fault on the part of the bidder will be compensated to IRCTC by supplier. The GSTIN should be clearly indicated in the offer.
- 9. The material should strictly be in accordance to the specifications mentioned in the bid document at Annexure A.
- 10. The failure to deliver the requisite items on time and unsatisfactory performance shall be constituted to be the case of unsatisfactory performance and liable to be fined to the extent of Rs. 1,000/- per item. No Delivery charges shall be paid. The gravity of the faults repeated complaints may lead to termination of contract.
- 11. The supply of Tea and coffee material is only on **Fresh Milk Based.** Accordingly all the supplied machines will be compiled according to Fresh Milk Based Tea and Coffee.
- 12. On award of contract, the successful bidder firms shall install the Tea/Coffee vending machine within 10 days , on any day between Mondays to Saturday excluding gazetted holidays, at any time as per the requirement of IRCTC and deliver the same at the following offices of IRCTC :-



- a) 04 Machines at IRCTC, 11th Floor, Statesman House, B-148, Barakhamba Road, Connaught Place, New Delhi - 110001.
- b) 01 Machine at Punj House, Connaught Place, New Delhi 110001.
- c) 02 Machines at IRCA Building, State Entry Road, New Delhi-110001

Security Deposit:

Successful Bidder will required to submit the SD amount of 10 % of LOA value within 07 days from the date of LOA. Failure to submit the SD within stipulated period, the tender will be cancelled and the firm will be debarred from all the IRCTC future tenders for three years.

Rates:

Bidder are required to quote rate separately for all the items and Evaluation of the offers will be done on Total all inclusive rate basis as per Row 16 of Financial Bid. Only Applicable GST will be paid extra.

Rent on vending Machine – Vending machines (compatible to vend Tea/Coffee with Fresh Milk only) to be provided by the selected agency at mentioned locations free of cost.

Evaluation Criteria:

As per Para 5 of Instructions to bidders.

Inspection:

By Consignee.

Delivery Period: Material will be delivered on monthly basis/as per requirement schedule. Estimated monthly requirement is tabulated as below:-

S. N o	Particular	Unit	Floor, Statesman	New Delhi	House,	Total Monthly requirement
1	Coffee Beans	Kg	35-37 KG	32 KG	11 KG	80 Kg
2	Assam Tea	Bag	5000-5500 Tea Bags	2900 Tea Bags	3000 Tea Bags	11400 Te Bags
3	Flavored Tea	Bag	5000-5500 Tea Bags	7800 Tea Bags	2000 Tea Bags	15300 Tea Bags
4	Lemon Tea	Bag	500 Tea Bags	250 Tea Bags	250 Tea Bags	1000 Tea Bags
5	Green Tea	Bag	1500 Tea bags	500 Tea Bags	250 Tea Bags	2250 Tea Bags



6	Flavored Green Tea	Bag	500 Tea Bags	500 Tea Bags	750 Tea Bags	1750 Tea Bags
7	Soup	Per Piece	500 Sachets	1000 Sachets	1000 Sachets	2500 Sachets
8	Wooden Stirrers	Per Piece	10000-12000	8000	5000	25000 Nos
9	Sugar Sachet	Kg	80 KG	60 KG	10 KG	150 Kg
10	1	Per Piece	18000 No.	15000	5000 No.	3800 Nos.
11	Liquid milk	Per litre	650 Ltr	950 Ltr	200 Ltr	1800 Ltr.
12	Coffee blend		25 KG	20 KG	10 KG	55 Kg
13	Tea blend		20 KG	20KG	10 KG	50 Kg
14	Flavored extracts for tea		25 bottles	25 bottles	10 bottles	60 bottles
15	Jaggary		4000 Sachets	4000 Sachets	1000 Sachets	9000 Sachets

E-Limited Tender for Procurement of Tea and Coffee

System of Payment:

- 1. Payments will be made on lot wise at accepted rates (All Inclusive + GST) for the cost of **Tea and Coffee Material** by the corporate offices of IRCTC.
- 2. 100% payment of every part quantity for the material supplied by IRCTC Corporate offices on delivery at destination. Part Payment of Part quantity is permissible.
- 3. After supplies are approved and taken over by the IRCTC, GSTN invoice, clearly mentioning the GSTN of the both parties i.e. IRCTC & Supplier legibly typed and duly signed for the supply actually accepted by IRCTC should be submitted in terms of the requirement placed by IRCTC.
- 4. The purchase order will be issued in the name of the contract holder i.e. manufacturer supplier incorporating details of Authorized distributor.
- 5. Payment will be released by cheque/NEFT to the Contract holder or its distributors as per case.

Packing:

- 1. The manufacturer/supplier shall pack at his own cost the materials sufficiently and properly for transit by road/ by Rail as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.
- 2. The bidders shall not include any conditions whatsoever. In case, any conditions are included in the bid the same may not be taken in to consideration. The bid in such cases is liable to be rejected. Clarification, if any, shall be obtained in writing from the IRCTC administration before submission of the quotation.



Annexure A

S. N o	Particular	Unit	IRCTC/CO, 11 th Floor, Statesman House, B-148, Barakhamba Road, Connaught Place, New Delhi	State Entry Road, New Delbi	IRCTC/ Punj House, Connaught Place, New Delhi	
1	Coffee Beans	Kg	444 Kg	384 Kg	132 Kg	960 Kg
2	Assam Tea	Bag		34800 Tea Bags		136800 Tea Bags
3	Flavored Tea	Bag	66000 Tea Bags	93600 te Bags		183600 Tea Bags
4	Lemon Tea	Bag	6000 Tea Bags	3000 Tea Bags	3000 Tea Bags	12000 Tea Bags
5	Green Tea	Bag	18000 Tea Bags	6000 Tea Bags		27000 Tea Bags
6	Flavored Green Tea	Bag	6000 Tea Bags	6000 Tea Bags		21000 Tea Bags
7	Soup	Per Piece	6000 Sachets	12000 Sachets		30000 Sachets
8	Wooden Stirrers	Per Piece	144000 Nos	96000 Nos	60000 Nos	300000 Nos
9	Sugar Sachet	Kg	960 Kg	720 Kg	120 Kg	1800 Kg
10	Paper Cup(150ml)	Per Piece	216000 Nos	180000 Nos	60000 Nos	456000 Nos
11	Liquid milk	Per litre	7800 Ltr	11400 Ltr	2400 Ltr	21600 Ltr.
12	Coffee blend		300 Kg	240 Kg	120 Kg	660 Kg
13	Tea blend		240 Kg	240 Kg	120 Kg	600 Kg
14	Flavored extracts for tea		300 bottles	300 bottles	120 bottles	720 bottles
15	Jaggary		48000 Sachets	48000 Sachets	12000 Sachets	108000 Sachets

Quantity: Total estimated annual quantity required as tabulated below:



Enhancement or reduction in Quantities

- 1. The purchaser /IRCTC shall be at liberty to enhance the quantity mentioned in the purchase order up to a maximum extent of 25% without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item. However, suitable tenure for delivery of enhanced quantity will be provided in consultation with supplier.
- 2. The purchaser /IRCTC shall reduce quantity upto 25% without assigning any reason by giving at least one month notice.



Annexure -B

<u>Financial Bid</u>

- I have read the general guidelines and bid document attached hereto containing the Terms and Conditions and agree to abide by such conditions. I / We offer the bids for the **procurement of Tea and Coffee Services as Mentioned in Annexure A** and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of license.
- I hereby understand that the submission of offers / bids does not guarantee allotment of LOA for the procurement of Tea and Coffee Services as Mentioned in Annexure A.
- I/we hereby understand and accept that if I/ we withdraw or modify my/ our bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the performance security/ Security Deposit, fail to submit the performance security/ Security Deposit, before the deadline defined in the request for bid document/ Notice Inviting tender, I/we shall be ready to face action as per Terms and conditions of Tender document".
- I further understand that in case of any information submitted by me / us being found to be incorrect, IRCTC will have the right to summarily reject the bid, cancel the order or revoke the same with forfeiture of Security Deposit including debarment for a period of 3 (three) years at any time without assigning any reason whatsoever.
- In case of acceptance of Bid by the IRCTC, I / We bind myself / ourselves to execute the order awarded to me / us and to commence the work as per the conditions of the contract.
- IRCTC and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this bid.
- On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We shall be debarred by IRCTC for further participation in the future tenders of IRCTC for a period of three years.
- I do hereby confirm that I have the necessary authority and approval to submit this bid for the **procurement of Tea and Coffee Services as Mentioned in Annexure A.**
- I further certify that I/We am/are ready to provide the services as per the terms and conditions of the bid document.
- I understand that contract is on a basis to maintain the services in public interest.
- I understand that IRCTC reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.



(To be submitted in Company's letter head)

(Annexure -C)

To, Group General Manager (P&T) IRCTC Ltd. 11th Floor, B-148, Statesman House, Barakhamaba Road, New Delhi-110001

Sub: Installation of Tea/Coffee Vending Machine with Supply of Material at IRCTC for One Year further extendable for One year.

<u>Financial Offer</u>							
S. N	Particular	Total Quantity	Rates per Unit	Total Price for the given			
0			(Excludin	Quantity			
		(A)	g GST)				
		()	(B)	C = AxB			
1	Coffee Beans	960 Kg		_			
2	Assam Tea	136800 Tea Bags					
3	Flavored Tea	183600 Tea Bags					
4	Lemon Tea	12000 Tea Bags					
5	Green Tea	27000 Tea Bags					
6	Flavored Green Tea	21000 Tea Bags					
7	Soup	30000 Sachets					
8	Wooden Stirrers	300000 Nos					
9	Sugar Sachet	1800 Kg					
10	Paper Cup(150ml)	456000 Nos					
11	Liquid milk	21600 Ltr.					
12	Coffee blend	660 Kg					
13	Tea blend	600 Kg					
14	Flavored extracts for tea	720 bottles					
15	Jaggary	108000 Sachets					
16	Tot	al Quoted Price					

Financial Offer



Note:

- Bidder are required to quote rate separately for all the items and Evaluation of the offers will be done on Total all inclusive rate basis as per Row 16 above. Only Applicable GST will be paid extra.
- I/we agree to all the Terms and conditions of the tender.
- Any increase or decrease in the quantity required /served will be paid as offered rate per unit.

