



IRCTC

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD

E-LIMITED TENDER DOCUMENT

TENDER NO.: 2023/IRCTC/NZ/Catg/Proc/Ice Cream/LT dt. 05.12.2023

E-Tender for supply of Medium Fat Ice Cream (Regular) to Departmental Catering Units of IRCTC under North Zone for a period of Six Months.

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

SN	Requirements	Details	
1	Tender Number	2023/IRCTC/NZ/Catg/Proc/Ice Cream/LT dt. 05.12.2023	
2	Scope of Work	Supply of Medium Fat Ice Cream (Regular) to Departmental Catering Units of IRCTC under North Zone	Milk Fat more than 2.5% but less than 10% 90 ML Each
3	Location(s)	Base Kitchen, New Delhi,	
4	Validity of Contract	Six Months	
5	Approximate Annual Requirement	Medium Fat Ice Cream (Regular) – 16,20,000 Nos.	
6	Value of the contract (approximate)	Rs. 1,29,76,200/-	
7	EMD (2% of Value of the contract)	Rs. 2,59,524/-	
8	Last Date and Time for Submission of Bid	<u>19.12.2023 at 12.00 HRS.</u>	
9	Last Date and Time for Opening of Bid	<u>19.12.2023 at 12.30 HRS.</u>	

4. This Notice Inviting E-Tender is also available at IRCTC Website www.IRCTC.com.
5. **Micro & Small Enterprise** registered with NSIC or other bodies **are exempted from submission of EMD** as per Public Procurement Policy order 2012 subject to submission of valid NSIC certificate or other bodies as approved by the Ministry of MSME.
6. The payment of tender processing fee shall be paid through e payment E-Tendering Portal at www.tenderwizard.in/IRCTC.
7. Corrigendum/Addendum to this Tender, if any, will be published on website www.IRCTC.com, www.tenderwizard.com/IRCTC Newspaper press advertisement shall not be issued for the same.
8. For any difficulty in downloading & submission of tender document at website

www.tenderwizard.com/IRCTC, please contact at tenderwizard.com helpdesk no. 011-49424365 or cell no. +91-8800115628 / +91-9599653865.

9. IRCTC reserves the right to reject any or all the tenders without assigning any reason thereof.

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IRCTC

DISCLAIMER

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

PREAMBLE

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

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

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

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

IRCTC

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

E-TENDERING MODE ONLY

NOTICE INVITING TENDER

Sub: Submission of E-Tender for supply of Medium Fat Ice Cream (Regular) to Departmental Catering Units of IRCTC under North Zone for a period of Six Months.

Ref: TENDER NO.: 2023/IRCTC/NZ/Catg/Proc/Ice Cream/LT dt. 05.12.2023

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

Last Date and Time of **Online** Submission : **19.12.2023 at 12.00 HRS**

Date and Time of **Opening** of Tenders : **19.12.2023 at 12.30 HRS**

Place of Opening of Tender :

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

2. The offer should be submitted through e-tendering mode in the website www.tenderwizard.com/IRCTC containing one e-bid viz. Financial Bid.
3. Bids are required to be submitted only by online mode through website **www.tenderwizard.com/IRCTC** in **single bid**. The Bid (As per Annexure-V) will contain all signed and scanned documents those are required for particular tender.
4. If **19.12.2023** is declared a holiday the tender will be opened at the same time on the next working day.
5. Uploading of bid means that the bidder has gone through the tender document thoroughly and exhaustively and has accepted all the terms & conditions mentioned in the tender document/corrigendum & as such. At this stage, there is no need to upload tender documents/corrigendum along with bid except as prescribed herein. It may please be noted that in case of deviation quoted by bidder, offer will be passed over without further correspondence/communication.



6. The successful Tenderer shall be intimated about the Award of Work, and EMD (if any) of other Tenderers shall be returned without any interest on the amount deposited within 90 days of opening of Tender. No interest shall be payable on EMD.
7. Bids submitted without EMD (if any), Seal and Pre – qualification requirement etc. as mentioned in tender document shall be summarily rejected.
8. IRCTC/North Zone will not be responsible for any late/ delay in online submission of Bid after the date and time of submission of Tender.
9. Fax/Telex/ Telegraphic offers will not be accepted.
10. The Tender shall remain open for acceptance for 120 days from the date of opening of tender.
11. Indian Railway Catering and Tourism Corporation Ltd. reserves the right to reject any/all Tenders without assigning any reason and shall not be bound to accept lowest tender.
12. The Notice Inviting Tender and the enclosed Instructions to Tenderers, Standard Conditions, Special Conditions, Covering Letter Format and Financial Bid Format shall form part of Tender Documents. This document consists of **28 pages** including one index page and one cover Page.

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

IRCTC

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

INSTRUCTIONS TO TENDERERS

The Indian Railway Catering and Tourism Corporation Ltd. hereinafter called the Purchaser, proposes to obtain E- tenders from the firms for supply of **Medium Fat Ice Cream (Regular)**:

1.0 General:

Date & Time of **Opening** of Tender : **19.12.2023 at 12:30 HRS**
(Tender will be opened in presence of bidders, whosoever wishes to be present in the office of the Corporation to witness the opening of Tender.)

2.0 Documents to be submitted by Tenderers:

1. Covering Letter as per Format enclosed – Annexure : IV
2. Financial Bid as per format enclosed (Annexure : V) through online mode only
3. Other documents as mentioned in this Tender document (if any).

3.0 Validity:

The submission of any offer connected with this tender document shall constitute an undertaking that the tender shall have no cause for and claim, against IRCTC for rejection of the offer. IRCTC shall always be at liberty to reject or accept any offer at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against IRCTC.

3.1 The offer shall be kept valid for acceptance for a minimum period of 120 (One Hundred Twenty) days from the date set for opening of tenders.

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

4.0 Tender Evaluation

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

4.1 ***Tender will be evaluated on the basis of rate quoted by the bidder in the financial bid in Totality.***

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

5.0 Rates:

5.1 The tenderers should quote "Rate per unit (inclusive of all costs and exclusive of GST as applicable" and "GST Rate" for delivery of item(s) at the destination (s). The offers with rates not quoted as above or as per the Financial Bid are liable to be rejected.

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

5.3 Supplier has to ensure that packs sizes are available for delivery at all times.

5.4 The rates finalized against this tender shall be valid for a period of **Six Months (06 Months)** from the date of commencement of work which may be extended for another 06 months on mutual consent, however can be terminated without any notice due to change in policy or otherwise or till the currency of the contract whichever is later.

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

- 5.6 The Rate quoted (inclusive of all costs and GST as applicable) would not be exceeding MRP printed on the packing during the currency of the contract.
- 5.7 Prior to the detailed evaluation, IRCTC will determine whether each tender document is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations, exceptions objections, conditionalities, or reservation material deviation, exception, objection, conditionality, or reservation is:
- i) One that limits in any substantial way the scope, quality, or performance of the product/material/materials/service.
 - ii) One that limits, in any substantial way that is inconsistent with the tender documents, IRCTC rights or the successful bidders' obligations under the contract; and
 - iii) One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.
- 5.8 If a bid is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the bidder by correction of the nonconformity. IRCTC's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by IRCTC in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.
- 6.0 Tenders are not transferable.
- 7.0 Bids submitted without EMD (if any), Seal and Pre – qualification requirement etc. as mentioned in tender document shall be summarily rejected.
- 8.0 IRCTC reserves the right to reject or accept any tender in whole or in part or to distribute/split the procurable quantity on one or more of the eligible tenderers on account of credentials, technical capability, past performance or any other evaluation criteria to ensure uninterrupted supply of material. In case of split, the same shall be done between lowest two successful bidders in the ratio 70:30 by giving counter offer of the lowest successful (L1) rates to the second Lowest (L2) tenderer. In case, the L2 firm does not accept the counter offer, then 100% quantity will be given to the L1 bidder. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for the decision.
- 9.0 ***IRCTC reserves the right (a) to enter into parallel contract(s) simultaneously or at any time during the period of the contract with more Tenderers as IRCTC may think fit, and (b) to place ad-hoc contract or contracts simultaneously at any time during the period of this contract with more supplier(s)/ Tenderers(s) for such quantity and such item as the Competent Authority of IRCTC (whose decision shall be final) may determine.***
- 10.0 IRCTC reserves the right to allot either full or partial quantities to the Tenderer.
- 11.0 The Tenderer shall supply the accepted part/whole quantity at the accepted rate.
- 12.0 Tenderers are invited to quote their rates through online mode only as per the enclosed format provided in Annexure–V in accordance with the above instructions & all conditions of contract.
- 13.0 However, IRCTC shall not be responsible for any delay. All Tenders received/uploaded after the stipulated time and date may summarily be rejected.
- 14.0 The Tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may summarily, be rejected.

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

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

A. Definitions and Interpretation

In the Contract, unless the context otherwise requires;

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

- 1.11 The *delivery of the materials* shall be deemed to take place on delivery of the materials in accordance with the terms of the contract, after approval by the Catering-in-Charge or his representative if so provided in the contract, to-
- (a) The consignee at his premises; or
 - (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 materials at destination station.
 - (e) The firm should supply the items at the time desired by the catering unit incharge as the quantities specified
- 1.12 Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended), or the Indian Contract Act, 1897 (as amended), as the case may be.
- 1.13 This Contract shall be governed by the Laws of India for time being in force.
- 1.14 Reference to any Statute or Statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- 1.15 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of the tender has been issued.
- 1.16 Any notices required to be given under this agreement/contract shall be in writing and shall be deemed to have been served if sent by registered/ airmail /courier post correctly addressed to the Parties to this Contract.
- 1.17 Words importing the singular shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa. References to whole shall include the part and vice versa.
- 1.18 The Courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 1.19 The heading of these conditions shall not affect the interpretation or construction thereof.

B. General

2. PARTIES:

The parties to the contract are the *Party* and the *Purchaser*, as defined in Clauses 1.03 and 1.06.

- 2.01 Authority of person signing the contract on behalf of the Party.

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



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

2.02 Address of the Party and notices and communications on behalf of IRCTC-

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

3.0 CONTRACT:

3.1 This contract is for the supply of the materials of the description, specifications and in the quantities set forth in the contract/ acceptance of the tenders on the date or dates specified therein. Unless otherwise specified, the materials shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Catering-in-Charge/ Inspecting Officer.

3.2 Any variation or amendment of the contract shall not be binding on IRCTC / Party unless and until the same is duly endorsed on the contract incorporated in a formal instrument (Rider Agreement) or in exchange of letters and signed by the parties.

3.3 Each party shall undertake with the other to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of the Contract/ Agreement.

4.0 SECURITY DEPOSIT:

4.01. Unless otherwise agreed between IRCTC and Party, the Party shall deposit **a sum equal to 10 percent of the total value of the materials detailed in the contract for which the tender has been accepted within 07 (Seven) days** after written notices of acceptance of the tender has been posted to the Party. Further, the aforesaid security deposit shall be submitted in the form of RTGS/NEFT as per the following details: -

Account Name	IRCTC-NORTH ZONE ACCOUNT
Account Number	00030310005433
Account Type	Current
Bank Name	HDFC BANK Ltd
Branch Address	209-214, Kailash Building, K G Marg, New Delhi-01
IFSC No.	HDFC0000003

4.02. If the Party, having been called upon by IRCTC to furnish security fails to make and to maintain a security deposit within the specified period, it shall be lawful for IRCTC-
 (a) to cancel the contract or any part thereof and to purchase or authorize the purchase of the materials at the risk and cost of the Party.

4.03. No claim shall lie against IRCTC in respect of interest on Security Deposit or depreciation thereof.

4.04. IRCTC shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Party in the fulfillment or performance in all respect of the contract under reference or any other contract with IRCTC or any part thereof to the satisfaction of IRCTC and IRCTC shall also be entitled to deduct from the said

deposits any loss or damage which IRCTC may suffer due to any act or other default, recoverable by IRCTC from the Party in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Party to maintain the said security deposit at its original limit by making further deposits, provided further that IRCTC shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Party under this or any other contracts with IRCTC.

5. EXECUTION OF CONTRACT:

- 5.01. The delivery schedule will be given by the Catering Unit Incharge or any person authorised by him, at IRCTC Catering Units of mentioned stations. The supply can be had as and when required by the unit concerned
- 5.02. The Party shall deliver the material at IRCTC Catering Units strictly according to the requirements intimated by the Catering Unit Incharge as the case may be during the currency of contract within agreed upon / reasonable period.
- 5.03. **Date and Time of delivery are the essence of the Contract**
The time and the date specified in the contract or as extended for the delivery of the materials shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) so specified or extended. The time limit for delivery mentioned above shall be deemed to be the essence of the contract and should the Party fail to complete delivery (including replacement of rejected supplies or unsold stock) within the stipulated time and in the manner prescribed in the schedule and specifications the IRCTC shall be entitled to purchase the required quantity on the account and at the risk of the Party and the Party shall be liable for any loss or damage which the IRCTC may sustain by reason of such failure on his part.
- 5.04. On delivery of the material at the IRCTC premises, the Catering Unit In charge or his representative will inspect the supply and take over the supply if it is in accordance with the specifications and approved sample. The delivery challan of the Party will then be duly stamped and signed by the Catering In-charge or his representative as the actual net weight of the quantity taken over from the Party.
- 5.05. In the case of replacement of the rejected supplied is ordered, similar procedure as detailed above will be followed for grant of material receipt on your delivery challan. In the case of rejected supplies whether replaced or not, all the handling weighment and other charges incurred by the IRCTC, will be recovered from the Party's bills or security deposit. In the case of any dispute regarding the quantity, decision of the Catering Unit In charge shall be final.
- 5.06. The whole order should be executed in the most approved and workman like manner to the entire satisfaction of IRCTC and any authorized representative of the IRCTC shall have the power to reject any of the supply which he may disapprove of as not conforming to the specifications and stipulations mentioned herein. The Party will be required to remove the rejected supplies immediately and replace the stocks within 24 hours of the time of rejection. If not removed during the time specified above, IRCTC shall have the right to dispose of the rejected supplies at the Party's risk and on his account.

In the event of the failure on the part of the Party to replace the rejected commodities on or before the due time, prescribed, IRCTC shall be entitled to purchase elsewhere the quantity of goods required, on the Party's account and at his risk and the Party shall be liable for any loss or damage which IRCTC may sustain in consequence of on arising out of such purchases. IRCTC shall, without prejudice to its other rights and remedies, be entitled to recover as per Risk Purchase Clause.

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

6. QUALITY:

- 6.01. Tenderers should send samples free of charge, of products offered by them as and when required/ demanded by IRCTC.
- 6.02. Each supply should be fresh and of good quality according to the specification as mentioned in the tender form.
- 6.03. The products to be supplied shall confirm to the standards laid down in Food Safety and Standards act, 2006 and additions & alterations thereto from time to time and will also be subject to inspection by the Railway Administration Chief Medical Officer or any Officer authorized by IRCTC in this behalf. If, on inspection, the same are rejected as being unwholesome or otherwise unfit for human consumption, the Party shall replace the goods and loss on this account will be to Party’s bill.

- 6.04. The Party(s) shall be responsible for the compliance of the provision of Food Safety and Standards act, 2006. Railway doctors and sanitary inspectors who have been appointed as Food Inspectors under section 10 and 11 of the said act, shall have all the powers of the Food Inspectors conferred by the said act. The Party(s) shall also treat them as Food Inspectors duly appointed under the said act.
- 6.05. In case the Party(s) is/are prosecuted and convicted under then provision of the said act by a Court of Law the Party shall be liable to be terminated after 48 hours.
- 6.06. The products supplied must be free from biohazards, weevils/bugs dust and extraneous matter and should be clean and/or screened in advance for that purpose, if necessary.
- 6.07. Parties have to submit an undertaking that the products to be supplied by them are fit for human consumption and in no way injurious to human health. The shelf life of the product may be indicated on commencement of supplies with every delivery on challan.
- 6.08. As cent percent inspection is not possible or practicable at the time of supply being bulk supply, the Party shall replace the material at his own cost, defective/expiry dated if found afterwards on opening of cartons. If the same are not replaced in the reasonable time, the cost thereof will be recovered from Party's subsequent bills.
- 6.09. Supplier will indicate Date of Manufacturing & shelf life/expiry date on the delivery challans.
- 6.10. **Inspection by Purchaser for Quality:**
IRCTC shall have the power:
- (i) to certify any materials or part thereof of submitted for inspection that they are not in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
 - (ii) to reject any materials submitted as not being in accordance with the particulars.
 - (iii) to reject the whole of the installment, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
 - (iv) the Inspecting Officer's decision as regards the rejection shall be final and binding on the Party.
- 6.11. IRCTC reserves the right to inspect the materials to be dispatched / in Transit / already delivered at any time and at anywhere. IRCTC also have rights to inspect the materials used for manufacturing, process of manufacturing, quality policy fixed and testing facilities for the product to be supplied by the Party at the Party's premises.
- 6.12. **Cost of Test: *The manufacturer/supplier is liable to pay for Test done on the product supplied for conformity on quality. In case of failure of sample as per applicable FSSAI/Government Norms, the manufacturer/supplier is liable to pay any penalty / fine imposed for such failure in addition to the cost of test.***

7. SAMPLES:

- 7.01. **Advance Sample:** Where an advance sample is required to be approved under the terms of the contract or Acceptance of the tender, the Party shall submit the sample free of cost to the Inspecting Officer within the time specified in the acceptance of tender or Acceptance of the tender. In the event of the failure of the Party to deliver the advance sample by the date specified by IRCTC or of the rejection of the sample, IRCTC shall be entitled to cancel the Acceptance of the tender and, if so desired, purchase or authorise the purchase of the materials at the risk and cost of the Party.

- 7.02. **Marking:** Samples submitted shall be clearly labeled with the Party's name and address and the tender number or acceptance of the tender no. and date.
- 7.03. The rejection of the sample by IRCTC shall be final and binding on the Party.
- 7.04. Where the contract/acceptance of the tender does not require any advance sample to be approved, the Party may before proceeding with bulk manufacture or delivery of the materials, if he so desires may consult the Unit Catering Incharge, submit to the Inspecting Officer for inspection a sample of the materials in which case a quantity advised by the Inspecting Officer shall be submitted. The Party shall not, however, be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.

8. RISK PURCHASE CLAUSE

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

9. PACKING:

- 9.01. The Party shall pack at his own cost the materials sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.
- 9.02. All markings shall be carried out with such material as may be found satisfactory by IRCTC as regards quickness of drying, fastness and indelibility.
- 9.03. The Inspecting Officer may reject the materials if the materials are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the materials by the Inspecting Officer shall be final and binding on the Party.
- 9.04. Each bale or package or packet delivered under the contract shall be marked/tagged by the Supplier as mentioned below:
- a) Name and address of the Supplier.
- b) Description of the materials and the quantity contained in such bale or package.
- c) "SPECIALLY PACKED FOR IRCTC" along with IRCTC logo.
- Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the descriptions and with distinctive number or mark sufficient for the purpose of identification.
- 9.05. In no case non-food grade materials should be used in packing.
- 9.06. All products of Specific brand of the supplier should contain the **bar code specifying the item code, manufacturing date, expiry date, weight, MRP & name of the item, as applicable.**

10. WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED.

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, IRCTC shall be entitled to withhold and also have a lien to retain such sum or

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

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

11. INDEMNITY

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

12. 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 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 Party subject to force majeure shall be entitled to terminate the contract by notice in writing to the other.

13. CORRUPT PRACTICES

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

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

14. BREACH OF CONTRACT:

- 14.01. Any breach of the terms & conditions mentioned in this tender document by the Party, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Party) or the committing of any offence by the Party or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle IRCTC to cancel the contract and all or any other contracts with the Party and to recover from the Party the amount of any loss arising from such cancellation.

15. ARBITRATION & LAW

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

16. PENALTY

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

17. EVENTS OF DEFAULT

In the event of any breach of the said terms and conditions of the Contract, the IRCTC shall be entitled to forfeit the whole or the part of the security deposit besides terminating or revoking the contract. IRCTC may initiate process for termination of Contract in the following event of default:

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

18. Fall Clause

- 18.01 The MRP for the products supplied under the Contract by the Suppliers shall in no event exceed the lowest MRP at which the Supplier sells the products or offers to sell products of identical description to any person(s)/organization(s) including the purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all supply orders placed during the currency of Contract is completed.
- 18.02 If at any time during the said period, the Supplier reduces the Sale Price (MRP), sells or offers to sell such products to any person(s)/organization(s) including the purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this contract, he shall forthwith notify such reduction or sale or offer of sale to IRCTC and the

price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.

- 18.03 The Supplier shall furnish following certificate to the IRCTC OFFICIAL's along with each bill for payment for supplies made against the contract:

"I/We certify that there has been no reduction in Sale Price (MRP) of the products of same/identical description to the products supplied to IRCTC under the Contract herein and such products have not been offered/ sold by me/us to any person(s)/organization(s) including IRCTC or any department of Central Government or any department of State Government as the case may be up to the date of billing / the date of completion of supplies against all supply orders placed during the currency of the Contract at a price lower than the price charged to IRCTC.

19. CONSEQUENCES OF DEFAULT

- 19.01. If the Party 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 Party, then it shall be lawful for the IRCTC any time thereafter to terminate the Contract agreement and forfeit the Security Deposit SUBJECT HOWEVER to the IRCTC having given to the Party fifteen (15) days prior notice in writing to remedy or make good such breach and in spite of such notice the Party having failed to remedy the breach. Upon termination of this Contract agreement as aforesaid, the Party shall take away its entire belongings if any lying at the IRCTC premises within a given time frame.

20. MISCELLANEOUS

- 20.01. Successful parties would be given maximum fifteen (15) days time or less time, as the case may be, from the date of issue of the letter of award of License, for payment of the Security Deposit (if any) and to convey his acceptance of award of contract. In case Party fails to accept the offer of award of contract, his Standing Earnest Money Deposit (SEMD/EMD) shall be forfeited by IRCTC. The Party shall be debarred from participating in the future projects of IRCTC for a period of 1 (One) year.
- 20.02. Any notice to be served on the Party's shall be deemed to be sufficiently served if delivered at or sent by registered post addressed to the Party at their registered office or last known place of business. Any notice to be served by the Party on IRCTC shall be deemed to be sufficiently served if, delivered/sent by registered post addressed to the **Group General Manager, Indian Railway Catering and Tourism Corporation Limited at its Zonal Office at North Zone Office: Rail Yatri Niwas Building, New Delhi Rly. Station Complex, Ajmeri Gate side, New Delhi-110002.**
- 20.03. The Unit In charge on behalf of IRCTC at the Catering Unit will specify to the Party, in writing the quantity to be delivered and the times, place and date etc. when the articles are to be delivered as well as the officials who will receive them on his behalf. His decision on the nature and extent of the orders given and supplies received is final and binding on the Party. No tolerance will be accepted for late delivery and penalty clause as mentioned in Standard Conditions of Contract shall apply to all late deliveries subject to acceptance of the material by the Consignee and extension of the delivery date by IRCTC. Transit insurance has to be arranged by the Party. It may be noted the quantity supplied should not be in excess of the ordered quantity. No additional payment will be made for excess quantity and it will not be adjusted with the subsequent order.
- 20.04. All delivery schedules are subject to provincial and Central Government Rules and Regulations which are or may be in force for the time being in respect of Civil Rationing of Central or Restrictions on movements of food stuffs or other articles.
- 20.05. Till the formal agreement is signed between Party and IRCTC, this tender document will be an agreement between the Party and IRCTC. The terms & conditions of the tender document will be binding on both the parties.
- 20.06. The Party shall maintain full records pertaining to supply of material to Purchaser (e.g. accounts, voucher, bills etc.) and make it available for inspection to IRCTC.

- 20.07. IRCTC Administration will not be liable to the Party for anything that may happen to the Party commodities until the same pass into the physical possession of the Unit Catering Manager or Medical Officer and are accepted by them.
- 20.08. In case of perishable commodity only, if the supply is not required for any particular day or days, the IRCTC Administration may give 24 hours notice in writing to the Party to stop the supply of such perishable commodity on the particular day or days without being liable to pay any compensation whatsoever and the Party shall not supply the same for the day or days so advised.
- 20.09. The IRCTC Administration also reserves the right to stop taking supply of any item of this contract or reduce its quantity to any extent during the pendency of this contract without assigning any reason thereof.
- 20.10. The special conditions enclosed in **Annexure – II** for supply shall apply to the contract for supply of the material mentioned in the Financial Bid. The Standard Conditions of Contract (for supply of materials) shall apply except for the provisions mentioned therein special conditions. Where Special conditions differ from the Standard Conditions, the Special Conditions shall override the Standard Conditions.
- 20.11. The manufacturer shall not sublet or assign directly or indirectly his contract, or any part thereof or any interest therein, to any persons who so ever without the prior written permission of IRCTC. Such subletting assignment, transfer shall not be binding upon IRCTC and in the event of the manufacturer/ Supplier infringing the provision of this clause, IRCTC shall be at liberty to terminate the contract forthwith without any previous notice to the manufacturer/Supplier and the manufacturer/ Supplier shall have no claim whatsoever in consequences of such termination of the contract. IRCTC shall be entitled to purchase any item of this contract elsewhere on the manufacturer/ Supplier's account and risk, and the manufacturer/ Supplier shall be liable for any loss or damage which IRCTC may sustain in consequences or arising out of such purchase.
- 20.12. The purchaser reserves the option to give a purchase/price preference to the offers from public sector units and/or from Small Scale/Cottage Industries Units, over those from other firms, in accordance with the policies of the Govt. from time to time. The Price preference above cannot however be taken for granted and every endeavor need be made by then to bring down cost and achieve competitiveness.

21. EXIT CLAUSE

- 21.01. IRCTC may at its discretion terminate the contract without assigning any reasons thereof giving a notice of one month to the manufacturer.
- 21.02. The contract may however be liable to be terminated with immediate effect in case of breach of any of the terms and conditions laid down in the Tender Documents.

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

IRCTC

SPECIAL CONDITIONS

1.0. PRICE:

- 1.01 The Rate quoted should be firm and on F.O.R basis i.e. inclusive of all costs and exclusive of GST as applicable.
- 1.02 Any statutory variation in GST in future is liable to be admissible during the currency of the contract, subject to the production of documentary evidence and government notifications.
- 1.03 The Taxes or any other charge, rate, etc. that will be payable shall be paid by the supplier directly to the authorities concerned. It will be his responsibility to ascertain the amount of such tax, charge or rate so payable. In case IRCTC is required or forced by the Tax Authorities or any other authority to pay any Taxes, charges etc. the supplier will immediately on receipt of intimation to this effect from IRCTC reimburse the IRCTC in full amount so paid. The adequacy or the correctness of the amount so paid will not be challenged by the supplier but he will get all such doubts clarified directly from the authorities to whom or from office in which IRCTC has paid such taxes, charges or rates.
- 1.04 It may be noted that at any point of time during the currency of Contract, the firm shall not supply its products with higher MRP or lower volume/grammage to IRCTC for same products as compared to the open market.
- 1.05 The purchaser reserves the option to give a purchase/price preference to the offers from public sector units and/or from Small Scale/Cottage Industries Units, over those from other firms, in accordance with the policies of the Govt. from time to time. The Price preference above cannot however be taken for granted and every endeavor need be made by then to bring down cost and achieve competitiveness.
- 1.06 The bidder should submit sample (only One pack for each item quoted), quoted for the supply to IRCTC along with the bid. The size and weight would be determined by Unit In-charge. The sample should be packed in carton. MRP and pack size of the item should be clearly printed on each packet and should be legible. The carton containing sample submitted as part of tender document should be marked/tagged by the supplier as mentioned below.
- Name & address of the supplier
 - Description of the material and the quantity contained in the package
 - Sample of no commercial value/specially packed for IRCTC for E-Limited Tender No: **2023/IRCTC/NZ/Catg/Proc/Ice Cream/LT dt. 05.12.2023**

2 INTRODUCTION OF NEW VAREITY OF THE PRODUCT

- 2.01 During the contract period, if new varieties of product are introduced in the market, the same shall be introduced only with the approval of IRCTC.

3 VALIDITY

The rate/discount percentage on MRP (if any) finalized against the tender will be valid for a period of Six Months from the date of award or till the currency of the contract.

4 PERIOD OF CONTRACT

- 4.01 Period for supply of item shall be **06 Months** from the date of award of contract or till the currency of the contract, which may be further extended **upto 06 Months** with mutual consent.
- 4.02 The contract will be valid for a period of **06 Months** from the date of award of the contract and terminable without any notice due to change in policy or otherwise.
- 4.03 In case Catering Unit/s is handed over to Railways/Licensee, the contract shall be terminated/discontinued and the decision of IRCTC shall be final and binding on the supplier/agency/service provider in case of such an event.

5 SYSTEM OF PAYMENT

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

- latest by the 5th of the following month in case of monthly payment schedule or by 22nd and 7th of every month in case of fortnightly payment schedule, at the accepted rates and in accordance with the terms & conditions stipulated above. Every bill deposited for payment must enclose the original Purchase Order acknowledged by an IRCTC official.
- 5.03 The payment will be arranged after necessary check by the Group General Manager of concerned Zone of IRCTC, by way of Cheque / RTGS / EFT only. Payment of bills will be made as soon as possible after the same has been duly checked and passed for payment. No advance payment will be allowed under any circumstances.
- 5.04 In case of non-compliance of the orders within reasonable time, the supply will be procured from the local market at the prevalent rates and in case of over payment etc., the recovery of such amount will be made from Party's subsequent bills.
- 5.05 The responsibility of reconciliation of payment received/pending, deduction made against the bill submitted with IRCTC etc is with the Service Provider. The reconciliation of bills must be done periodically (monthly). An authorized representative may be deputed by the firm for this purpose and intimate the IRCTC Departmental Catering Units.
- 5.06 Wherever possible, supplies should be effected directly by the firm/company to whom the contract has been provided. Wherever it is not possible for the firm/company to supply the items directly, supplies may be effected through an authorized distributor/supplier/stockists. In such case, the name(s) of authorized distributor/supplier/stockist should be provided along with the tender document. But, the payment of bills will be made to the firm/company/manufacturer to whom the tender has been awarded or as specified by any revised policy/ guidelines.
- 5.07 The Tax Invoice to be issued under GST should contain the information mentioned under GST Rules such as Name, Address and GSTIN of the supplier, Serial Number, Date of Issue, Name and Address of the recipient, HSN code or Accounting Service Code, description of goods or services, quantity, rate, value, tax charged etc. The Vendors invoice should contain all the particulars as mentioned under the GST Act and Rules for claiming the input credit.
- 5.08 The basic value and GST, as applicable should be mentioned separately in the tax invoice.
- 5.09 The Supplier should have a valid GST registration certificate and a copy of the same shall be enclosed with the tender document.
- 5.10 Supplier should submit the copy of GST challans along with GST returns, as applicable.
- 5.11 The supplier must ensure to pay the GST charged within the stipulated time and to file the return within the time specified under the GST Act to enable the IRCTC to claim the input credit.
- 5.12 The amount of GST charged by the supplier will be held as security till the same is reflected as input available in GSTIN portal.
- 5.13 The supplier should ensure to provide the invoice and other particulars/details prescribed under the law well in time otherwise the benefit of tax charged shall not be made.
- 5.14 In case the vendor continuously defaults in compliance of the GST provisions, then the contract/agreement may be cancelled and IRCTC can recover the amount of Tax, interest, penalty and/or any other amount charged or chargeable under the Act by way of forfeiture of security deposit and the tax amount withheld.
- 5.15 The firm shall submit the tax invoice bill in compliance to the GST rules separately mentioning the basic value & GST as applicable from time to time enclosing challans/if any. Amount of GST collected by firm must be deposited with GST authority on monthly basis or as per government directives. The firm should file GST returns monthly or as per government directive so that IRCTC may claim input tax. In case of mismatch, difference of GST amount will be retained from running bills for further necessary action.
- 5.16 Supplier should submit the copy of concerned State GST registration certificate along with concerned State GST returns, as applicable.
- 5.17 In case the supplier doesn't have the concerned State GST Registration Certificate, the same may be obtained as and when desired by IRCTC. The decision of IRCTC in the matter shall be final and binding upon the supplier.
- 5.18 The firm/ supplier/ contractor/ licensee must give an undertaking certifying that the party is depositing all the statutory dues to the Government (on Non-Judicial stamp paper of Rs. 10/- or as applicable issued from Delhi state). The documentary evidence/ Challan as proof of remittance of taxes must be submitted every month/ as and when demanded. The undertaking must be submitted

in the format as provided by IRCTC. Fresh undertaking must be submitted for every financial year. The cost of the Stamp Paper shall be borne by the supplier.

6 FINANCIAL BIDDING

The offer should be submitted online.

7 SYSTEM OF AWRAD OF CONTRACT

7.01 Contract for supply of items shall be awarded to the party quoting the lowest rates in Totality.

7.02 In case there is more than one party quoting lowest rate, supplies will be equally distributed among the lowest bidders.

8 GENERAL:

9.01 The supplier should provide good quality contracted item in hygienic and presentable conditions. Maximum retail price, manufacturing date, expiry date, batch no., FSSAI license no. etc. should be printed clearly and legibly on the packages, as applicable.

9.02 **Un-usable items** – In case any items supplied by supplier is found deteriorated in quality; melted or de-shaped or crushed and unfit for use and serve to the public, it will have to be replaced by the supplier free of charge immediately on receipt of advice to that effect.

9.03 **Certificates/ permissions** – The supplier will obtain necessary certificates/permissions as required by law such as Food License, test reports etc. for various items being used for preparation of the product to be supplied or as required as per the local regulations from the Competent Authorities, Membership certificate from Competent Authority. In case of any offense on the Products, Supplier will be solely responsible for its penalty and consequences. MSME/ SSI Certificate may be provided, if any. In case of MSME/SSI firms, all the benefits and exceptions as provided/extended by the prevailing/guidelines shall be applicable.

29.0 As per the guidelines of Government of India, MSE bidders must declare UAM number on CPPP, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012 for tender invited electronically through CPPP.

29.1 The participation MSEs in a tender quoting price within the band of L1+15% may also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs may be allowed to supply up to 20% of the total tendered value. In case of more than one MSE, the supply will be shared equally.

29.2 Wherever applicable, the Public Procurement (Preference to Make in India) order 2017 dated 15th June 2017 and any subsequent changes/amendments by Government of India orders/circulars shall supersede existing tender conditions.

9.04 Supply of Products are subject to state, local and central government rules and regulations which are or may be in force for the time being in respect of civil restrictions on movement, storage of food stuffs or other articles and duties.

9.05 IRCTC has the right to add new location/s or delete the mentioned location/s for supply during the currency of the contract. Payment will be made on actual quantity of Products received in consumable condition at the delivery points.

9.06 The manufacturer/supplier have to certify that the product to be supplied by them are fit for human consumption & in no way injurious to human health & the shelf life of the product may be indicated before commencement of supplies.

9.07 The IRCTC Administration reserves the right before or after awarding of the contract at any time to satisfy itself in regard to the process of manufacturer, the quality and the value of ingredients used, the hygienic condition. The issue of a manufacturing or any other license by the local or other health authorities or any other authority as per the extant law, shall be no bar to the IRCTC Administration satisfying itself in regard to the item.

9.08 Samples of mentioned Products in pouches with certificate of analysis from a recognized laboratory must be submitted along with the tender. The certificate should certify that the product/products of the applicant conform to the specification laid down under FSSA RULES/IS authorities and that their supply would conform to the said sample/specification as prescribed in the technical specification if any, attached with form.

9.09 Samples of mentioned Products can be picked at random from the stock of supply made to the Unit by IRCTC at any stage before the award of contract and during the currency of contract. The supplier has to bear the expenses incurred by IRCTC / Railway Administration for testing of their samples from a recognised lab or institution.

- 9.10 In terms of FSSAI Act 2006 section 26(4) that a bill, cash memo, challans or invoice in respect of article/items supplied by supplier to IRCTC shall deemed to be guarantee under FSSAI Act 2006 that the articles/items supplied conform to FSSAI norms and specifications.
- 9.11 Supply must be consumable /eatable and supplier shall be liable for any defect (latent / patent) in the material supplied and shall make good to IRCTC against any claims that may arise, in view thereof, in any court / forum / settlement etc.
- 9.12 In case Catering Unit/s is handed over to Railways/Licensee, the contract shall be terminated/discontinued and the decision of IRCTC shall be final and binding on the supplier/agency/service provider in case of such an event.
- 9.13 The firm shall accept liabilities for compensation /damage under the Consumer Protection Act or any other law in respect of performance of the services or in respect of any negligence, act/omission on the part of the firm or authorized distributor.
- 10 SPECIAL CLAUSE**
- 10.01 "The purchaser reserves the option to give a purchase / price preference to the offers from public sector units and / or from Small Scale Industries units, over those from other firms, in accordance with the policies of the Govt. of India from time to time".
- 10.02 **Bids of only empanelled suppliers with valid empanelment all the firms shortlisted under Category -A Special in Ice Cream & All State Co-Operative under NCDFI and NDDB Members and LAR qualified firms of Ice Cream as on date 19.12.2023 (i.e. date of opening of Tender) by IRCTC, Corporate Office will be considered.**
- 10.03 **All the firms shortlisted under Category -A Special in Ice Cream & All State Co-Operative under NCDFI and NDDB Members and LAR qualified firms of Ice Cream should only quote rates for Brands Shortlisted for Ice Cream as per Annexure-VI.**
- 10.04 **During the currency of the contract, if the successful Firm/Manufacturer/Supplier fails to adhere to the Terms and Conditions of the contract, suitable punitive action(s) as deemed fit by IRCTC may be taken against the Firm/Manufacturer/Supplier. Further, the Firm/Manufacturer/Supplier may also be debarred from participating in the future projects of IRCTC for a period of 1 (One) year. The decision of IRCTC in the matter shall be final and binding upon the supplier.**
- 10.05 **Bids of only those firms which are not debarred/blacklisted by IRCTC/Railways as on date of opening will be considered. Further, during the currency of the contract, if the firm/manufacturer/supplier is debarred/blacklisted by IRCTC/Railways, the contract may be discontinued/terminated. The decision of IRCTC in the matter shall be final and binding upon the supplier.**

IRCTC

TECHNICAL SPECIFICATIONS

The supply of the Medium Fat Ice Cream (Regular) should conform the specifications mentioned here under or as prescribed by IRCTC time to time.

SN	Product	Milk Fat %	Quantity of Item per Unit
1	Medium Fat Ice Cream(Regular)	More than 2.5% but less than 10%	90 ml

These compositions are percentage by weight.

The desirable fat content should be as per the norms laid down in FSSAI. The emulsifying agents, permitted colors and other parameters should be as per FSSAI norms.

PACKAGING SPECIFICATIONS

- 1) Packaging should conform to the FSSAI norms.
- 2) Total weight and volume of the product should be mentioned on each pack.
- 3) Name and Address of the packaging centre.
- 4) Date of packaging/manufacturing and best before date to be mentioned on the pack.
- 5) Identification of actual production unit and packaging unit for traceability.
- 6) Milk fat content for Medium Fat Ice Cream (Regular) should be more than 2.5% and less than 10%.
- 7) Should contain permitted sweeteners, stabilizers and emulsifiers.
- 8) Supply should be at -18 degree C or below.

Each pack, master carton pack delivered under the contract shall be marked/tagged by the supplier as mentioned below:

- a) Name and Address of the supplier,
- b) Description of the material and the quantity contained.

Such marking shall be distinct and shall clearly, indicate the batch no. and other information as per the FSSAI norms. In absence of above mentioned markings as described, the lot of material so supplied, will be rejected.

IRCTC

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

TENDER NO.: 2023/IRCTC/NZ/Catg/Proc/Ice Cream/LT dt. 05.12.2023

Subject: Submission of E- Tender for the supply of Medium Fat Ice Cream (Regular) to Departmental Catering Units of IRCTC under North Zone for a period of Six Months.

Dear Sir,

- a) I / We _____ have read the general guidelines and tender document attached hereto containing the Terms and Conditions and agree to abide by such conditions. I / We offer for the subjected supply in the attached schedules and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of Contract.
- b) I / We hereby understand that the submission of tenders / bids does not guarantee allotment of Contract. I / We further understand that in case of any information submitted by me / us being found to be incorrect, IRCTC will have the right to summarily reject the tender, cancel the Contract or revoke the same at any time without assigning any reason whatsoever.
- c) I / We further agree to execute an agreement to abide by the standard and special conditions of Contract for the subjected supply. In case of acceptance of tender by the IRCTC, I / We bind myself / ourselves to execute the Contract agreement awarded to me / us and to commence the supply/services as per the conditions of the Contract failing which, I / We shall have no objection to the forfeiture of full Security Deposit, deposited by us with IRCTC in addition to other penalties specified under the terms of Contract.
- d) I / We also understand the volume shown in the tender is approximate only and IRCTC does not guarantee placement of order for full/ part quantity/ any quantity. I / We also understand that the destinations indicated in the tender are indicative and may change with time.
- e) IRCTC and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this tender.
- f) On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We shall be debarred by IRCTC for further participation in the future tenders of IRCTC. In addition IRCTC can forfeit my/our Earnest Money Deposit (EMD/SEMD), if any.
- g) I / We understand that if the contract is awarded to us, I / We will submit complete tender document duly stamped and signed on each and every page within 15 days from the date of award of the contract along with Letter of Acceptance of Offer.
- h) It is certified that rate(s) of the product(s) mentioned in the Financial Bid is not higher compared to as it is in the market. In case of any discrepancy noticed on this account, IRCTC can take actions as may be deemed fit by IRCTC.

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

Name:

Address:

Telephone, fax number:

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

Authorized signatory

Name, Designation and seal

Address:

Date:

Place:

With Kind regards

For _____ (name of the company / organization)

Signature of the Authorized signatory and Company / organization seal

(Name of the authorized signatory)

Address:

FINANCIAL BID

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

Tender No: 2023/IRCTC/NZ/Catg/Proc/Ice Cream/LT dt. 05.12.2023

Subject: Submission of E-Tender for supply of Medium Fat Ice Cream (Regular) to Departmental Catering Units of IRCTC under North Zone for a period of Six Months.

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

I further declare that the information furnished by us in this document is true and correct.

Our financial bid is as under: -

SN	Name of Item	Description	Unit Volume Per Pack (In M I/Gm)	Brand	Rate Quote per Unit (in Rs.) (incl. of all costs and exclusive of GST)		GST HSN Code	GST Rate		Net Rate per Unit (in Rs.) (incl. of all costs & GST) (A+B)
					In Figures (A)	In Words		In %	In Rs. (B)	
1	Medium Fat Ice Cream (Regular)	Milk Fat More Than 2.5% But Less Than 10%	90 MI							

Labour for packaging and further delivery to trains is to be provided at Base Kitchen, New Delhi, Hazrat Nizamuddin Railway Station (NZM), Anand Vihar Terminal or other designated locations by the supplier in the same cost. All necessary approvals from concerned authorities are to be obtained by the Supplier.

Flavour offered for

Medium Fat Ice Cream (Regular):

1).....
2).....
3).....

Note:


- Bid should be submitted through online mode only.
- The evaluation shall be done on the basis of "Rate quote per unit (in Rs.) (incl. of all costs & exclusive of GST) at (A) above" and the same should be firm and inclusive of all costs and exclusive of GST as applicable during the currency of the contract.

3. Specifications as per **Annexure-III**.
4. The Tender shall be evaluated on the basis of overall value/cost
5. **Bids of only those firms which are not debarred/blacklisted by IRCTC/Railways as on date of opening will be considered. Further, during the currency of the contract, if the firm/manufacturer/supplier is debarred/blacklisted by IRCTC/Railways, the contract may be discontinued/terminated. The decision of IRCTC in the matter shall be final and binding upon the supplier.**
6. The supply should be made to Departmental Catering unit of IRCTC at Base Kitchen, New Delhi, Hazrat Nizamuddin Railway Station (NZM), Anand Vihar Terminal or at the designated locations as informed by IRCTC from time to time in proper time and as per the specifications.
7. The responsibility of reconciliation of payment received/pending, deduction made against the bill submitted with IRCTC etc. is with the Supplier. The reconciliation of bills must be done periodically (monthly). An authorized representative may be deputed by the firm for this purpose and intimate IRCTC Departmental Catering.
8. The supplier should provide labour for unloading and keeping the material at IRCTC Base Kitchen, New Delhi, Hazrat Nizamuddin Railway Station (NZM), Anand Vihar Terminal or at the designated locations as informed by IRCTC from time to time.
9. **All the firms shortlisted under Category -A Special in Ice Cream & All State Co-Operative under NCDFI and NDDB Members and LAR qualified firms of Ice Cream should only quote rates for Brands Shortlisted for Ice Cream as per Annexure-VI. Quotes for any other brand will be rejected summarily**

I hereby agree to all the above conditions.

SEAL
Date:

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



IRCTC

List of IRCTC Shortlisted Brands

SN	Name of Supplier	Brands
1.	Devyani Food Industries Ltd., Delhi	Cream Bell
2.	Ramani Ice Cream Co. Pvt. Ltd., Bhopal	Top'n Town
3.	Havmor Ice Cream Ltd.	Havmor
4.	Vadilal Enterprises Ltd., Delhi	Vadilal
5.	All State Co-Operative under NCDFI and NDDB Members	Amul, Sudha, Dimul, Gomati, Vita, Nandini, Milma, OMFED, Vijaya, Saras, Aavin, Ben Milk, Mother Dairy
6.	Andhra Pradesh Dairy Development Co-operative Federation Limited, Hyderabad	Vijaya
7.	Gujarat Co-Operative Milk Marketing Federation Ltd., Anand	Amul
8.	Mother Dairy Fruit & Vegetable Pvt. Ltd., Kolkata	Mother Dairy
9.	Mother Dairy Fruit & Vegetable Pvt.Ltd., Noida	Mother Dairy

IRCTC