



INDIAN RAILWAY CATERING & TOURISM CORPORATION
CIN -L74899DL1999GOI101707

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

E-TENDER DOCUMENT

E-TENDER NO. IRCTC/RN/NANGLOI/TRANSPORTATION/UNA/2024 Dated 02-05-2024

**Limited E-Tender for Transportation of 'Rail Neer' Packaged Drinking Water from Rail Neer Plant
UNA to various stations of Delhi Area.**

Last Date and Time of Submission	:	07-05-2024 by 15:00 hrs.
	:	07-05-2024 After 15:15 hrs.
Date and Time of Opening of E-Limited Tender (Single Packet)		
Place of Opening of E-Tenders	:	Rail Neer Plant Indian Railway Catering and Tourism Corporation Ltd, Northern Railway, Wireless Station Area, Opp. Nangloi Bus Depot No.-3 New Delhi - 110041
Address for Communication	:	Rail Neer Plant, Indian Railway Catering and Tourism Corporation Ltd, Northern Railway, Wireless Station Area, Opp.Nangloi Bus Depot No.-3 New Delhi-110041
Earnest Money Deposit	:	Rs.1,71,600/- (Rupees one lakh seventy one thousand six hundred only)
Total Value of E-Tender	:	Rs.85,80,000 (Eighty five lakhs eighty thousand only) (excluding GST).
Tender Price	:	Nil, being E-Tender

DISCLAIMER

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

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INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED.*(A Government of India Undertaking)***NOTICE INVITING TENDER**

Sub: Limited E-Tender for Transportation of ‘Rail Neer’ Packaged Drinking Water from Rail Neer Plant UNA to various stations of Delhi Area.(

Ref: E-TENDER NO. IRCTC/RN/NANGLOI/TRANSPORTATION/UNA/2024

1. Sealed tenders are invited by Indian Railway Catering and Tourism Corporation Limited., New Delhi for transportation of ‘Rail Neer’ Packaged Drinking Water from Rail Neer Plant UNA to various stations of Delhi Area as per the terms and conditions laid down in this Tender Document.

Date and Time of opening of Tender: **07.05.2024 at 15:15 hrs.**

Item No.	Description of Item	Approx. Qty.
1	Transportation of ‘Rail Neer’ Packaged Drinking Water from Rail Neer Plant UNA to various stations of Delhi Area (New Delhi, HNKM, DEE, DLI, ANVT etc. for a period of 06 months	3.00 lakhs cases of 1000ml bottle

2. The offer should be submitted through e-tendering mode in the website **www.tenderwizard.com/IRCTC** containing single packet e-bid.
3. Bids are required to be submitted only by online mode through website **www.tenderwizard.com/IRCTC** . The Bid (As per Annexure- III) will contain all signed and scanned documents those are required for particular tender.
4. Submission of complete tender document duly signed.
5. If **00.00.2024** is declared a holiday the tender will be opened at the same time on the next working day.
6. This tender document to be uploaded digitally signed wherever necessary with all mandatory self-attested documents.
7. The successful Tenderer shall be intimated about the Award of Work, and EMD (if any) of other Tenderers shall be returned without any interest on the amount deposited within 90 days of opening of Tender. **No interest shall be payable on EMD.**
8. Bids submitted without EMD (if any), Seal and Pre – qualification requirement etc. as mentioned in tender document shall be summarily rejected.
9. IRCTC/Rail Neer Plant will not be responsible for any late/ delay in online submission of Bid after the date and time of submission of Tender.
10. Fax/Telex/ Telegraphic offers will not be accepted.
11. Bidders are required to deposit an amount of Rs.1,71,600/- (Rupees one lakh seventy one thousand six hundred only) as EMD through RTGS/NEFT prior to submission of bid per tender. The E-receipts for the same shall be uploaded along with tender document. Bids uploaded without E-receipt of EMD shall not be entertained. EMD will be paid online.

12. Tenders should be filled with neat, legible and correct entries. Indistinct figures should be avoided. The amount/rates should be filled in figures as well as in words. Correction/Omission/Overwriting/Cuttings should be dated and initialed. Being different in words and figures, **the rate written in words shall be taken for calculation/ finalization.**
13. The Tender should be signed at all places provided therein. Also all pages and corrections/alterations should be initialed. Each page of the Tender documents is required to be signed along with the **seal by the authorized person/persons** submitting the Tender **in token of his/their** having acquainted themselves with the Instructions to Tenderers, Schedule of quantities and all other clauses of this tender document. Any **Tender Document not so signed may be rejected.**
14. The successful Tenderer shall be intimated about the Award of Work and EMD of other Tenderers shall be returned without any interest on the amount deposited within 30 days of opening of Tender. No interest shall be payable on EMD.
15. The Tender shall remain open for **acceptance for 90 days** from the date of opening of tender.
16. The seller/ **IRCTC** reserves the right to reject any/all Tenders without assigning any reason and shall not be bound to accept highest tender.
17. The Notice Inviting Tender and Instructions to Tenderers, Offer Forms and Tender Schedule shall form the part of Tender Document. This document consists of **24 pages** including one index page and one cover page.

for Indian Railway Catering and Tourism Corporation Limited.

AGM/Rail Neer

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

INSTRUCTIONS TO TENDERERS

Indian Railway Catering and Tourism Corporation Limited hereinafter called the Seller/IRCTC, proposes to obtain E-tender from the firms of providing **Transportation Services** in accordance with the instructions following hereafter.

Instructions to Bidders

1. General

Date & Time up to which offers will be received	07-05-2024	by 1500 hrs.
Date & Time of Opening of E-tender	07-05-2024	after 15:15 hrs

- i. This Tender Document can only be viewed at <http://www.irctc.com>, & <http://www.tenderwizard.com/IRCTC> and will be submitted/ received only at <http://www.tenderwizard.com/IRCTCOnly>, electronically only.
- ii. EMD shall be paid through the e-tendering website www.tenderwizard.com/IRCTC. In case of **non-submission of the said EMD through e-tendering website**, the **bid will be summarily rejected**. It may be noted EMD of Rs.1,71,600/- (Rupees one lakh seventy one thousand six hundred only) is to be deposited mandatorily. It may also be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
- iii. To participate in the E- Tender, it is mandatory for the bidders **to register themselves with M/s ITI** without any payment on the website www.tenderwizard.com/IRCTC and obtain User ID& password which is required for submitting the tender. It may please be noted for submission of bid, Class-III digital signature will be required.
- iv. **Bid** shall be uploaded along with **Financial Bid**, including all Annexures, with supporting documents.
- v. The applicant should upload complete set of documents in support of Eligibility Criteria.
- vi. Corrigendum/Addendum to this Tender, if any, will be published on website www.irctc.com, www.tenderwizard.com/IRCTC, No newspaper press advertisement shall be issued for the same.
- vii. For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at **tenderwizard.com helpdesk no. 011-49424365 or cell no 8800115628.**
- viii. The digital signature of the bidder on the E- tender form will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. **No deviation is accepted.**

2. Documents to be submitted by Tenderers:

1. The entire tender document should be uploaded duly signed wherever necessary.
2. Other documents as mentioned in this Tender document as well as in Annexure-III.
3. Various Formats as enclosed.
4. Financial Bid as per format enclosed (Annexure -V) through online mode only

3. Period of the contract

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

4.0 Validity:

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

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

4.2 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.

5. Tender Evaluation

- a) The tenders received will be **evaluated by the IRCTC to ascertain the lowest acceptable tender (L1)** in the interest of IRCTC. IRCTC's evaluation of responsive bids shall be done on the basis of terms and conditions of E-Tender document. **L-1 shall be decided on the basis of quoted least price by the tenderer**

6.0 Rates:

6.1 The rates finalized against this tender shall be valid for **a period of 06 months** from the date mentioned in award of the Contract (LOA) or till the extended period of the contract whichever is later.

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

6.3 Prior to the detailed evaluation, IRCTC will determine whether each tender document is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations, exceptions objections, conditionality's, or reservation material deviation, exception, objection, conditionality, or reservation is:

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

- 6.4 If a bid is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the bidder by correction of the nonconformity. IRCTC's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by IRCTC in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.
- 7.0 Tenders are not transferable.
- 8.0 Bids submitted without EMD (if any), Seal and Pre – qualification requirement etc. as mentioned in tender document shall be summarily rejected.
- 9.0 IRCTC reserves the right to reject or accept any tender in whole or in part on account of credentials, technical capability, past performance or any other evaluation criteria to ensure uninterrupted supply of material. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for the decision.
- 10.0 *IRCTC reserves the right (a) to enter into parallel contract(s) simultaneously or at any time during the period of the contract with more Tenderers as IRCTC may think fit, and (b) to place ad-hoc contract or contracts simultaneously at any time during the period of this contract with more supplier(s)/ Tenderers(s) for such quantity and such item as the Competent Authority of IRCTC (whose decision shall be final) may determine.*
- 11.0 IRCTC reserves the right to allot either full or partial quantities to the Tenderer.

12. Earnest Money:-

- 12.1 The Earnest Money shall remain deposited with the seller for a period of 90 days from the date of opening of the tenders.
- 12.2 **No interest shall be payable by the seller on the Earnest Money.**
- 12.3 The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.
- 12.4 The Earnest Money of the successful tenderer will be returned after the Security Deposit as required is furnished.
- 12.5 The Earnest Money of the unsuccessful tenderer will be returned within 30 days.
- 12.6 **Benefits to registered SSI /MSMEs Firms:** Exemption from payment of Earnest Money.
- 12.7 The SSI /MSME 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 one year.

13. Clarifications relating to the bidding documents

(A) If bidders have to seek any clarifications regarding the bidding documents they may send written queries on email (rkumar2472@irctc.com).

(B) During evaluation of the bids, IRCTC may, at its discretion, ask the bidders for a clarification of its bids duly seeking additional documents if required. The request for clarification and response shall be through E-mail or by hand/by post and no change in the price or substance of the bid shall be sought, offered or permitted.

14. Amendment of Bidding Documents

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

15. Preliminary Examination of Bids

IRCTC shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order, IRCTC shall ensure that each bid is from an eligible Bidder.

Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, **the amount in words shall prevail**. If a Bidder does not accept the correction of errors, **its bid shall be rejected and its EMD will be forfeited**.

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

Prior to the detailed evaluation, IRCTC shall determine whether each bid is complete, and is substantially responsive to the Bidding Document. For the purpose of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality. A material deviation, exception, objection, conditionality is:

- (a) One that limits in any substantial way the scope or quality of the transportation services.
- (b) One that limits, in any substantial way that is inconsistent with the Bidding Documents, IRCTC rights or the successful Bidder's obligations under the Contract; and
- (c) One that the acceptance of which would unfairly affect the competitive position of other Bidder who have submitted substantially responsive bids.

If a bid is not substantially responsive, it shall 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 shall be based on the contents of the bid itself and any written clarifications submitted by the Bidder.

16. Contacting IRCTC

15.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact IRCTC on any matter related to the bid, he shall do so in writing.

15.2 If a Bidder tries to directly influence IRCTC or otherwise interfere in the bid evaluation process and the Contract award decision, his bid shall be rejected.

- 15.3 IRCTC reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the Bidders.
- 15.4 IRCTC **reserves the right to negotiate with Bidder(s)** who are eligible for the award of the contract(s), in terms of the price.

17. Signing of Contract

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

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

1. Notice inviting E-Tender
2. Instructions to Bidder
3. Price Schedule (Financial Bid)
4. General Criteria
5. Special Conditions of Contract
6. Standard General Conditions of contract.

**AGM/Rail Neer
IRCTC Ltd,
Rail Neer Plant,
Northern Railway Wireless
Station Area Nangloi,
New Delhi – 110001**

ANNEXURE – I

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

(A Government of India Undertaking)

STANDARD CONDITIONS OF THE CONTRACT

1. Tender should be accompanied by **earnest money deposit** as mentioned in tender. The EMD shall be paid through the **e-tendering website www.tenderwizard.com/IRCTC**. In case of non-submission of the said EMD through e-tendering website, the bid will be summarily rejected.
2. The price quoted must be firm and free from escalation.
3. Bidders should clearly state the percentage of discount, if offered by them.
4. **BID PRICES:**
 - a. The bidders are requested to furnish detailed **break-up of taxes duties & levies** considered by them on various components of work. The bidder should indicate the basic price, freight, GST etc. clearly in their bid.
5. **Cost of Bidding**

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

For all services covered in this Bidding Document prices shall be quoted in Indian Rupees only.
7. **SECURITY DEPOSIT:**
 - 7.1. The Vendor shall, after written notices of acceptance of the tender has been posted to the Vendor, deposit with the Corporation (in the form of **RTGS/NEFT** in favor of “**Indian Railway Catering and Tourism Corporation Limited**”) a sum equal to **5 %** (percent) of the **total contract value** detailed in the contract for which the tender has been accepted as a **Security Deposit** for the due fulfillment of the contract. No interest will be payable on the Security Deposit. Security deposit shall be returned after completion of contract.
 - (a) to recover from the Vendor the amount of such security deposit by deducting the amount from the bills of the Vendor of the Contract or pending bills of the Vendor under any other contract with the IRCTC, or
 - (c) The bidder is required to submit the **Security Deposit within 15 days** from the issue of the letter of award by IRCTC.
 - 7.2 No claim shall lie against the IRCTC in respect of interest on Security Deposit or depreciation thereof.

- 7.3 The 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 Vendor in the fulfillment or performance in all respect of the contract under reference or any other contract with the IRCTC or any part thereof to the satisfaction of the IRCTC and the IRCTC shall also be entitled to deduct from the said deposits any loss or damage which the IRCTC may suffer due to any act or other default, recoverable by the IRCTC from the Vendor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Vendor to maintain the said security deposit at its original limit by making further deposits, provided further that the 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 Vendor under this or any other contracts with the IRCTC.

8. **PENALTY CLAUSE**

If the vendor fails to maintain the required progress/ process as per the stipulated time period or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the IRCTC on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below:

Penalty amt. may be 0.5 % per week of total contract value for delay and subject to maximum 10% of the contract value.

The amount of compensation may be adjusted or set off against any sum payable to the Vendor under this contract with the IRCTC.

9. **FAILURE AND TERMINATION:**

If the Vendor fails to supply of material, the following action shall be taken by IRCTC to make good the loss.

- a) **Liquidated Damages:** For any delay in supply of Rail Neer PDW due to the fault of the Firm, or any discontinuity in the operation of the existing plant set up, then liquidated damages @ 0.5 % per week of total contract value for delay subject to maximum 10% of the contract value, will be levied on the vendor. The discretionary powers in this regard shall however be vested on the Managing Director of IRCTC.
- b) **Cancel the contract** or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in, the opinion of the IRCTC, which shall be final, readily procurable) at the risk and cost of the Vendor. It shall, however, be in the discretion of the IRCTC to collect or not the security deposit from the firm/firms on whom the contract is placed at the risk and expense of the defaulted firm.

10. **RISK PURCHASE/WORK:**

If the Agency fails to provide transportation services towards uninterrupted supply of Rail Neer, IRCTC reserves the right to engage transportation service from other agency for ensuring uninterrupted supply of Rail Neer. The cost incurred by IRCTC on this account shall be recovered from the bill, security deposit/performance guarantee of the agency **with a penalty of 2%.**

11. IMPORT LICENSE AND FOREIGN EXCHANGE VARIATION:

No import license shall be provided by the IRCTC for services offered against this bid. Necessary clearances/all licenses from the concerned Authorities for any imported machine/items offered **shall be obtained** by the bidder **at his cost & responsibility**.

Non-availability of or delay in obtaining license/ clearance shall not, under any circumstances, entitle the bidder to seek any compensation/relaxation under the contract and/or relieve the bidder from any of his obligations under the contract. Foreign Exchange, Duties etc. variation, if any, shall also be to the account of the bidder and no price escalation may be given.

12. STATUTORY DEDUCTIONS.

The statutory deductions such as Income Tax, etc. wherever applicable will be made as per rules/legal provisions. The bidder should also enclose copy of required documents of identity of the bidder/supplier, PAN card/TAN No.

13. ARBITRATION & LAW:

In the event of any question, dispute or difference arising under any of these special conditions contract or any conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these special conditions or the any conditions) the same will be resolved by Arbitration, as per the provisions of 'The Arbitration and Conciliation Act – 1996.' The event shall be referred to the sole arbitration of an Officer of the IRCTC or any other person nominated by the Managing Director of IRCTC to act as arbitrator. The Officer to be appointed as arbitrator however will not be one of those who have had an opportunity to deal with the matters to which the contract relates or who in the course of their duties have expressed views on all or any of the matters under dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at IRCTC, Corporate Office or elsewhere at New Delhi. The language of arbitration shall be English. The arbitrator fee shall be as per IRCTC circular dated 05.09.2012 and shall be shared equally by both the parties.

14. DISPUTES SETTLEMENT:

Any differences / disputes arising out of this contract will be subjected to the jurisdiction of the Hon'able Courts of Delhi / New Delhi, and as governed by the law of India.

15. LABOUR RULES:

In respect of all labour directly or indirectly employed on the works by the firm, the firm shall comply with and implement all the Provisions of the Contract Labour (Regulation and Abolition) Act 1970, or any amendment thereof, and all legislation and Rules of the state and/or Central Government. All responsibilities lies with the Transporter only.

16. FORCE MAJEURE:

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

17. CORRUPT PRACTICES:

The firm is expected to observe the highest standards of ethics during the execution of this contract. If the firm has engaged in corrupt or fraudulent practices, in competing for or in executing the contract, IRCTC may, after giving 14 days' notice, 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 include collusive practices among bidders (prior to or after bid submission) designed to get itself short listed for participating in the bidding process, to establish bid prices at artificial, non-competitive levels and to deprive IRCTC of the benefits of free and open competition; 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.

18. The successful bidder shall have to execute an agreement on judicial paper of an approximate value containing all the terms & conditions.

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ANNEXURE – II

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED*(A Government of India Undertaking)***Special Conditions of Contract**

Sealed tender should be signed, stamped by the authorised signatory of the applicant firm with full address. Tender should be submitted in original.

1. Definitions

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

(a) Contract element

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

(b) Entities

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

(c) Product and Goods

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

(d) Place and Time

- (i) **“Day”** means calendar day of the Gregorian calendar.
- (ii) **“Week”** means seven (7) consecutive days, beginning the day of the week as is customary in India.
- (iii) **“Month”** means calendar month of the Gregorian calendar.
- (iv) **“Year”** means twelve (12) consecutive months.

- (v) “Effective Date” means the date as will be mentioned in the acceptance letter for the purpose of commencing transportation and CFA services.
- (vi) “Contract Period” is the time period during which this Contract governs the relations and obligations of IRCTC and Suppliers of the Transportation and CFA services.

2. Contract Documents

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

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

3. Interpretation

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

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

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

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

Amendment:

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

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

4. Exit Clause

On completion of three (03) months of contract period, the agency may opt for exit from the contract after giving **2 (two) month notice to IRCTC**. In such case, IRCTC shall adjust/deduct all its dues and refund the Security deposit and Performance Guarantee and permit agency to exit amicably. Advance deposit shall be settled with the Rail Neer stock till last day.

5. Severability

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

6. Survival

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

7. Provision of GST (Goods and Services Tax)

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

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

8. Placement of Trucks

8.1 For dispatches from the plant

- (a) Based on the daily quota to be lifted and supplied at the stations, the agency has to arrange the trucks for different stations according to the daily quota of stations. In case additional stock is required to be sent to stations, the agency will have to arrange for the same also well in time.
- (b) The agency shall provide truck(s) at the time specified by plant.

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

- 8.3 The Agency has to lift the product as per station wise demand /day and supply the same at the stations as per the licensee wise quotas provided by IRCTC. The licensee wise quota can be revised and the agency has to supply as per **revised quotas** provided by IRCTC.
- 8.4 The dispatch will be done from Monday to Sunday (No dispatch on **3 National Holidays** except in exceptional cases). Planning will be done on weekly basis, for week starting on every Monday and ending on Sunday. The agency shall have to provide trucks for all urgent deliveries required.
- 8.5 The agency should ideally provide covered body trucks whenever possible. In absence of such trucks agency should provide sufficient tarpaulins to cover the roof of loaded Rail Neer trucks.
- 8.6 The stacking of cartons in trucks, one on top of the other is permitted only **up-to 6 layers**.
- 8.7 Trucks with open roof must leave the plant with a tarpaulin cover. Under no circumstances should water leak from the tarpaulin into the truck.
- 8.8 Open trucks, if deployed for loading, must have at least **two layers of tarpaulins** to avoid water soaking while loading and during transit. These tarpaulins must be lashed properly after loading of trucks. No such truck will be permitted to leave the plant without such lashings.
- 8.9 The floor surface of the trucks should ideally be plain and unevenness in the floor surface should not be more than 2.0 cms. The floor of the placed truck should be clean and should not contain any material, which can be contaminating or damaging to the cartons/crates. Transporter shall be responsible for providing properly clean trucks.
- 8.10 The walls of the truck should be vertical and out of plumb as far as possible should not be more than 2.5 cms.
- 8.11 The difference between the inside width of the body at the floor till the top should as far as possible not be more than 2.5 cms.
- 8.12 No truck should be loaded with a wet floor/ uneven floor .
- 8.13 There should be no holes in the floor of body of the truck.
- 8.14 The width of the truck at the bottom and at the top must ideally be the same and differential should not be more than 3 cms.
- 8.15 The trucks made available should be roadworthy and in **well running condition** with valid PUC certificate. The drivers thereof should have **valid driving licenses**. IRCTC will be entitled to call for inspection of the truck permits and driver licenses and up to date paid vehicle tax receipts and insurance cover of vehicle and whenever required the Transporter shall arrange to produce the same for inspection of the office or officers of the IRCTC in charge of the transport work or any other officer authorized by the IRCTC. Trucks older than 10 years will not be accepted for loading.

9. Loading

Trucks placed by the Agency after 7 PM will be deemed to have been placed at 8 AM of the next working day. All loading of goods at the plant location will be responsibility of IRCTC. For loading of

packaged drinking water cartons, IRCTC would take 4 hours from the time the truck reports at the Plant.

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

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

10. Trans-shipment

10.1. The Agency shall in normal situations carry all goods without transshipment en-route. If transshipment becomes unavoidable to avoid damage / pilferage and delay in delivery, the Agency shall inform IRCTC prior to transshipment and obtain permission for the same and if this is not possible, immediately thereafter. In any case, Agency shall undertake transshipment at his own cost and risk. Transshipment of goods carried out without compelling reasons to do so or for reasons not satisfactory to IRCTC or without information IRCTC shall be viewed seriously and may make the contract liable for termination with immediate effect.

10.2 In case of exigencies, the agency shall pick up Rail Neer Packaged Drinking water from other Rail Neer Plants of IRCTC and supply the same to the stations within the allocated Block. IRCTC shall pay for the freight at the accepted rate for that station duly compensated for additional/lesser distance from the aforesaid Plant(s) to the respective stations. In case of failure, IRCTC shall make alternative arrangements at the risk/cost of the agency.

11. Transit Risk

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

It shall be the duty of the Agency to obtain necessary documents from IRCTC before lifting the consignment as required under the GST law. The Agency shall be responsible for the transit or otherwise of the goods/material. Also it shall be the responsibility of the Agency to arrange safe delivery of the consignment at the stations. Any loss, damage or shortage occurred shall be payable to the IRCTC by the Agency.

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

12. Delivery

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

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

13. Lost Consignment:

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

14. Lien over Goods

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

15. Damages / Shortages

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

16. Insurance

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

17. Billing and Payment to Agency providing transportation

100% on receipt and acceptance of material in full quantity by the consignee within 15 days from the date of receipt of GST invoice. Payment will be made through NEFT/RTGS only in favor of the firm.

17.1 Each bill must contain the following:

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

18. Per carton rate of transportation for any other capacity bottles will be same as per carton rate of 1000 ml bottle (12 nos.) provided weight per carton is within 10% limit, otherwise payment will be made on weight prorata basis.

Annexure – III**GENERAL CRITERIA**

S. No	Particulars	Documents to be submitted		Details submitted	Page Nos.
1.	Name and full address of the bidder with telephone and Fax number (s) and contact person.	Office: (Attach extra sheets if locations are many in no.) Name and address of the contact person along with the telephone Nos.			
2.	Earnest money deposit (EMD)of Rs.1,71,600/- (Rupees one lakh seventy one thousand six hundred only) through Tender Wizard only “Instructions to tenderers”				
3.	Copy of Permanent Account Number (PAN) allotted by Income Tax Dept.				
4.	Copy of GSTIN Registration Certificate				
5.	Should have at least one contract of transportation with a minimum value of 35% of the estimated contract value of in the last three financial years i.e. 2020-21, 2021-22 and 2022-23	In this regard the firm must enclose a certificate of CA with the name, seal, membership number& UDIN of the CA/Certificate from customers (clients) for satisfactory completion of works of desired values.			
6.	The firm should have a minimum Turnover of 150% of the contract value in the last three financial years 2020-21, 2021-22 and 2022-23}	Year	Annual Turn-over (In Rs.)		
		2020-21			
		2021-22			
		2022-23			
		OR			
		• Upload Balance sheet and Profit and Loss A/c of the last three completed financial year i.e. {2020-21, 2021-22 and 2022-23, duly audited by a Chartered Accountant/ Published Annual Report with			

		<p>the name, seal & membership number of the CA.</p> <ul style="list-style-type: none"> • Applicants who are a Company incorporated under the Companies Act, 1956 should submit a copy of auditor's report as per provisions laid down in the above Act, along with their Balance Sheet and Profit and Loss account duly audited by a Chartered Accountant. • Applicants who are Firms / Individuals / Others, whose annual turnover is exceeding Rs. one crore per annum, should submit a copy of the Tax Audited Report as prescribed under the Income Tax Act, 1961 along with their Balance Sheet and Profit and Loss Account duly audited by Chartered Accountant. 		
•				

Note:-

1. The data submitted by the successful applicants, in compliance of the above eligibility conditions shall be subject to verifications by IRCTC itself or through an agency (Expert in Forensic Audit) appointed by IRCTC, for which all necessary documents shall have to be generally provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of Security deposit. In such eventuality the successful bidder will also be debarred for Two (02) years from participating in the future projects of IRCTC.
2. IRCTC reserves the right to cancel the Tender process at any time without assigning any reasons.

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

I/We hereby understand that the submission of offers/ bids does not guarantee award of tender. I/We further understand that in case of any information submitted by me/us being found to be incorrect either before or even after the award of tender, IRCTC will have the right to summarily reject the bid, cancel the tender or revoke the same at any time without assigning any reason whatsoever.

Date:

SEAL

(Signature of the Applicant
Name.....
Address:.....

OFFER FORM – FINANCIAL BID

To,

**Addl. General Manager (Rail Neer)
Rail Neer Plant,
Indian Railway Catering and Tourism Corporation Limited
Northern Railway, Wireless Station Area,
Opp. Nangloi Bus Depot No.-3,
New Delhi- 110041**

Ref: TENDER NO. TENDER NO. IRCTC/RN/NANGLOI/TRANSPORTATION/UNA/2024

Sir,

1. I/We hereby **offer** our rates for Transportation ‘Rail Neer’ Packaged Drinking Water from Rail Neer Plant UNA (H.P.) to various stations of Delhi Area as per the specification and terms and conditions etc as mentioned in the tender document at the rates as indicated in the Tender Schedule enclosed.
2. I/We hereby enclose the details of NEFT/RTGS for Rs..... as Earnest Money Deposit.
3. I/We **agree** to keep our offer valid for 90 days from the date of opening of the bid; and shall be bound by a communication of acceptance within that time to supply the store/material in accordance with the tender, notwithstanding that a formal contract may be signed at a later date.
4. “Tenderers will ensure that full benefit of input tax credit (ITC) likely to be availed by them is duly considered while quoting rates.”
5. “The vendor is registered under GST and its state-wise registration detail along with registration certificates are attached.”

Yours faithfully,

**(Signature of Tenderer or Authorized
Representative).**

For and on behalf of M/s

.....
.....

SEAL

TENDER SCHEDULE**TENDER NO. IRCTC/RN/NANGLOI/TRANSPORTATION/UNA/2024**

Sl. No	Details of work	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
1	Transportation of 'Rail Neer' Packaged Drinking Water from Rail Neer Plant UNA to various stations of Delhi Area (New Delhi, HNKM, DEE, DLI, ANVT etc.) including Toll Taxes, Delhi Entry Taxes ,Green Taxes etc.	3,00,000	Box		
2	GST as applicable				
	Total amount				

Note:

- For price evaluation of offers, total amount as quoted above will be considered. Please fill all the column, if not applicable, may be mentioned Nil, failing which the same shall be considered inclusive in the total cost.
- The vendor will have to ensure following to enable IRCTC to take input tax credit under GST:
 - To pay GST charged within the stipulated time and to file the return within the time specified under the Act;
 - The amount charged by the vendor shall be held as security till the same is reflected as input available in GSTIN portal;
 - To provide the invoice well in time and to ensure to include all the particulars as prescribed under GST Act.
- The vendor shall quote the rates inclusive of all taxes i.e Toll Taxes, Delhi Entry Taxes, Green Taxes etc except GST.

Sign and seal of
Manufacturer/Tenderer