



INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD

Limited Tender document for Supply of Grocery Items

TENDER NO: 2024/IRCTC/NZ/Catg/Proc/Grocery/BK/LT Dt. 03.05.2024

Tender for the Supply of **Grocery Items** for a period of 02 months to Departmental Catering Units of Indian Railway Catering and Tourism Corporation Limited (IRCTC) at Base Kitchen, New Delhi

1. Online **E- Limited Tenders**, in single packet tendering system, is invited for the below mentioned procurement from IRCTC empanelled suppliers.
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 applicable) shall be received online as per date and time mentioned below. Tender shall be opened through E-Tendering system, in presence of bidders or their authorized representatives.

SN	Requirements	Details
1	Tender Number	2024/IRCTC/NZ/Catg/Proc/Grocery/BK/LT Dt. 03.05.2024
2	Scope of Work	Supply of Grocery Items for 02 months to Departmental Catering Units of Indian Railway Catering and Tourism Corporation Limited (IRCTC) at Base Kitchen, New Delhi
3	Location(s)	Base Kitchen, New Delhi
4	Validity of Contract	02 months
5	Approximate Requirement (for 02 months)	As per <u>Annexure-V</u> (Page no 32) of this tender document.
6	Value of the contract (approximate)	Rs. 42,77,174/- (Approx)
7	EMD (2% of contract value)	Rs. 85,543/-
8	Last Date and Time for Submission of Bid	<u>13.05.2024 at 12.00 HRS</u>
9	Last Date and Time for Opening of Bid	<u>13.05.2024 at 12.15 HRS</u>

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

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DISCLAIMER

- 9 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 **Grocery Items**. 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.
- 10 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.
- 11 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.
- 12 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 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.
- 13 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.
- 14 Laws of the Republic of India are applicable to this Tender.
- 15 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 and busiest rail networks in the world and important form of public transportation in the country. IR operates more than 7,000 passenger trains across the length and breadth of the country and carries more than 16 million passenger everyday over 63,000 route kilometers. Railways provide catering services at more than 3000 railway stations and 750 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.

IRCTC invited expression of interest through press and in pursuance of the same short listed eligible parties, who are now being invited to submit their formal offers for award of Rate contract to be operated by the IRCTC Kitchen Official, as per list attached, for supply of tendered item.

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.

INDIAN RAILWAY CATERING AND TOURSIM CORPORATION LTD.

E-TENDERING MODE ONLY

NOTICE INVITING E- TENDER

M/s-----

Subject: Limited Tender for the Supply of Grocery Items for a period of 02 months to Departmental Catering Units of Indian Railway Catering and Tourism Corporation Limited (IRCTC) at Base Kitchen, New Delhi.

Ref: 2024/IRCTC/NZ/Catg/Proc/Grocery/BK/LT Dt. 03.05.2024

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

Last **date** and **Time** of Submission : **13.05.2024 at 12: 00 HRS**

Date and **Time** of **Opening** of Tenders : **13.05.2024 at 12: 15 HRS**

Place of Opening of Tender :

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

2. The offer should be submitted through e-tendering mode in the website www.tenderwizard.com/IRCTC containing one 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 **13.05.2024** 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 **37 pages** including one index page and one cover Page.

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

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

(A Government of India Enterprise)

INSTRUCTIONS TO TENDERERS

The Indian Railway Catering and Tourism Corporation Ltd. hereinafter called the Purchaser, proposes to obtain E-Tenders from Grocery items Suppliers of **Grocery Items** in accordance with the instructions following hereafter.

1. General:

Date & Time of Opening of Tender : **13.05.2024 at 12:15 HRS**
(Tender will be opened in presence of bidders, whosoever wishes to be present in the office of the corporation to witness the opening of Tender.)

Place of Opening of Tender : **Group General Manager- North Zone
North Zone Office: Rail Yatri Niwas Building,
New Delhi Rly. Station complex, Ajmeri Gate
side, New Delhi-110002.
Tel / Fax.: 23221146, 23234763, 23210321**

2.0 Documents to be submitted by Tenderers:

1. The entire tender document in original stamped, dated and signed on each page.
2. Covering Letter as per Format enclosed – Annexure: III.
3. Financial Bid as per Format enclosed – Annexure: IV through Online mode only.

3.0 Validity:

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

3.1 The offer shall be kept valid for acceptance for a minimum period of 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 ***Tenders will be evaluated on the basis of overall total cost in totality for all Two months.***

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

5.0 Rates:

- 5.1 The tenderers should quote **“F.O.R. Rates inclusive of all costs, GST (as applicable) (in % and in Rupees) and Final rate inclusive of all costs and GST (as applicable) - as per**

- the Annexure-IV”** for delivery of item(s) at the destination (s)”. The offers with rates not quoted as stated above are liable to be rejected.
- 5.2 The rates & brands applicable under the contract would be as per the rates quoted by Supplier as per the schedule of ingredients approved by Zones/Regions.
- 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 **02 Months (Two months)** from the date of commencement of work which may be extended for another 02 months., however can be terminated without any notice due to change in policy or otherwise or till the currency of the contract whichever is earlier.
- 5.5 The final rate (i.e. F.O.R rate quoted plus GST as applicable) would not be exceeding MRP printed on the packing during the currency of the contract.
- 5.6 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.
- 5.7 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:
- One that limits in any substantial way the scope, quality, or performance of the product/material/materials.
 - 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
 - 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 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. Further, the Quota Allocation for MSEs as per the guidelines of Ministry of MSME, Government of India shall be valid over and above the split clause. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for the decision.
- 7.0 The Purchaser reserves the right to allot either full or partial quantities to Suppliers.
- 8.0 ***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.***
- 9.0 The tenderer shall supply the accepted part/whole quantity at the accepted rate.
- 10.0 Tenders are not transferable.
- 11.0 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.

- 12.0 Tenderers are invited to quote their rates on the enclosed format provided in **Annexure – IV** in accordance with the above instructions and all the 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 submissions 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

1.0 In the Contract, Unless the context otherwise requires;

- 1.1 “*Consignee*” means where the materials are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified by the Base Kitchen, New Delhi Incharge 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;
- 1.2 “*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 Supplier and a formal agreement, if executed;
- 1.3 The “*Supplier*” means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the Suppliers’ successors (approved by IRCTC) representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract;
- 1.4 “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.
- 1.5 “Particulars”: include –
(a) Specifications;
(b) Any other details governing the construction, manufacture or supply of materials as may be prescribed by the contract.
- 1.6 “The Purchaser” means the Indian Railway Catering and Tourism Corporation Ltd. (IRCTC).
- 1.7 “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.
- 1.8 “Materials” means the goods specified in the contract which the Supplier has agreed to supply under the contract;
- 1.9 “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.
- 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, 1872 (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

2.0 PARTIES:

The parties to the contract are the Supplier and the Purchaser, as defined in Clauses 1.3 and 1.6.

- 2.1. Authority of person signing the contract on behalf of the Supplier.
A person signing the tender or any other document in respect of the Contract on behalf of the Supplier without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Supplier. If it is discovered at any time that the person so signing has no authority to do so, IRCTC may, without prejudice to any other right or remedy of IRCTC, cancel the contract and make or authorize making of a purchase of the materials at the risk and cost of such person, and hold such person liable to IRCTC for all costs and damages arising from the cancellation of the contract including any loss which IRCTC may sustain on account of such purchase.
- 2.2. **Address of the Supplier** and notices and communications on behalf of IRCTC-
- For all purposes of the contract, including arbitration there under, the address of the Supplier mentioned in the tender shall be address to which all communications addressed to the Supplier shall be sent, unless the Supplier has notified change by a separate letter containing no other communication and sent by registered post acknowledgment due to IRCTC. The Supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
 - Any communication or notice on behalf of IRCTC in relation to the contract may be issued to the Supplier by the Catering-in-Charge and all such communications and notices may be served on the Supplier either by registered posts or under certificate of posting or by ordinary post or by courier or by hand delivery at the option of such officers.

3.0 CONTRACT:

- 3.1. This contract is for the supply of the materials of the description, specifications and in the quantities set forth in the contract/ acceptance of the tenders on the date or dates specified therein. Unless otherwise specified, the materials shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Catering-in-Charge/ Inspecting Officer.
- 3.2. Any **variation or amendment** of the contract shall not be binding on IRCTC / Supplier unless and until the same is duly endorsed on the contract incorporated in a formal instrument (Rider Agreement) or in exchange of letters and signed by the parties.
- 3.3. Each 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 5 percent of the total value of the materials detailed in the contract for which the tender has been accepted within 7 days** after issuance of this letter 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

- 4.2. If the Supplier, having been called upon by IRCTC to furnish security fails to make and to maintain a security deposit within the specified period, it shall be lawful for IRCTC-
 - (a) to cancel the contract or any part thereof and to purchase or authorize the purchase of the materials at the risk and cost of the Supplier.
- 4.3. No claim shall lie against IRCTC in respect of interest on Security Deposit or depreciation thereof.
- 4.4. 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 Supplier in the fulfillment or performance in all respect of the contract under reference or any other contract with IRCTC or any part thereof to the satisfaction of IRCTC and IRCTC shall also be entitled to deduct from the said deposits any loss or damage which IRCTC may suffer due to any act or other default, recoverable by IRCTC from the Supplier in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Supplier to maintain the said security deposit at its original limit by making further deposits, provided further that IRCTC shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Supplier under this or any other contracts with IRCTC.

5.0 EXECUTION OF CONTRACT:

- 5.1 The delivery schedule will be given by the Base Kitchen, New Delhi Catering In-charge or any person authorized by him in writing in the prescribed format of Supply Orders. The supply can be had as and when required by the unit concerned, through the Base Kitchen, New Delhi In-charge. Supplier will provide manpower in the same cost to unload the material and for stacking in stores of Base Kitchen, New Delhi.
- 5.2 The Party shall deliver the material at IRCTC Catering Units strictly according to the requirements intimated by the Catering Unit In-charge as the case may be during the currency of contract within agreed upon / reasonable period.

5.3 **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 Supplier fail to complete delivery (including replacement of rejected supplies or unsold stock) within the stipulated time and in the manner prescribed in the schedule and specifications the IRCTC shall be entitled to purchase the required quantity on the account and at the risk and cost of the Supplier and the Supplier shall be liable for any loss or damage which the IRCTC may sustain by reason of such failure on his part.

5.4 On delivery of the material at the IRCTC premises, the Manager/ Officer 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 Supplier will then be duly stamped and signed by the Manager/ Officer or his representative as the actual net weight of the quantity taken over from the Supplier.

5.5 In the case of replacement of the rejected supply 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 Supplier's bills or security deposit. In the case of any dispute regarding the quantity, decision of the Catering-in-charge shall be final.

5.6 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 supply which he may disapprove of as not conforming to the specifications and stipulations mentioned herein. The Supplier will be required to remove the rejected supplies immediately and replace the stocks within 48 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 Supplier's risk and on his account.

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

5.7 No consignment shall be treated as having been supplied until and unless it is as per the written order placed, 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.

5.8 The Supplier 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 AND TO BE IN ACCORDANCE WITH STATUTARY REGULATIONS. WE ALSO CERTIFY THAT THE PRODUCT IS FIT FOR HUMAN CONSUMPTION"*** with each supply.

5.9 The supply will be accompanied with challans in quadruplicate and original will be returned to the Supplier duly signed by the Manager/ Officer or by his authorised representative of the concerned catering unit.

5.10 The Supplier shall as may be required by IRCTC deliver F.O.R. (Freight on Road) 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 unit. The delivery will not be deemed to be complete until and unless the materials are inspected and accepted by the Station/ inspecting officer as provided in the contract/acceptance of the tender.

5.11 The quantities will be specified as and when required. The quantities shown on the tender form are only approximate and intended to give the tenderers an idea of the turnover they can expect. The IRCTC Administration reserves the right to order any quantity. The payment will be made only for actual quantities ordered from time to time by the appropriate authority for the prescribed material and supplied by the Supplier.

5.12 Consignor's Right of Rejection notwithstanding any approval which the Manager/ 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 Supplier or the Manager/ 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.

6.0 QUALITY:

6.1. Tenderers should send samples free of charge, of products offered by them as and when required/ demanded by IRCTC Corporate Office and IRCTC KITCHEN Officials. Such demands are to be in written, with reasons for the demand.

6.2 Each supply should be fresh (see table), as per FSSA norms and of good quality according to the specification as mentioned in the tender form.

SN	Shelf life	Should not be older than
1	12 months	60 days
2	9 months	45 days
3	6 months	30 days
4	3 month	15 days
5	1 month	5 days
6	1 week or less	Same day

6.3. 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 Supplier shall replace the goods and loss on this account will be borne by the Supplier. The Supplier shall also bear the cost of chemical analysis, should such examination be considered necessary in the public interest by the officials of the IRCTC. The decision of IRCTC representative / Railway Administration/ Chief Medical Officer / Testing Laboratory will be final and binding on the Supplier.

6.4. The Supplier(s) shall be responsible for the compliance of the provision 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.

6.5. In case the Supplier(s) is/ are prosecuted and convicted under the provision of the said Act or under any other Act/law by a Court of Law the contract with the Supplier shall be liable to be terminated after 48 hours.

6.6 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.

6.7. Suppliers 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 and the shelf life of the product may be indicated before commencement of supplies.

6.8. As cent percent inspection is not possible or practicable at the time of supply being bulk supply, the Supplier shall replace the material at his own cost, defective/ expiry dated if found afterwards on opening of cartons. If the same are not replaced in the reasonable time, the cost thereof will be recovered from Suppliers' subsequent bills.

6.9 Suppliers 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 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 to reject the whole of the installment, if after inspection of such portion thereof as it may in its discretion think fit, it is satisfied that the same is unsatisfactory.
- (iii) the Inspecting Officer's decision as regards the rejection shall be final and binding on the Supplier.

6.11 IRCTC reserves the right to inspect the materials to be dispatched / in Transit / already delivered at any time and at anywhere. IRCTC also have rights to inspect the raw materials used for manufacturing, process of manufacturing, quality policy fixed and testing facilities for the product to be supplied by the Supplier at the Supplier's premises.

6.12 **Cost of Test:** *The manufacturer/supplier is liable to pay for Test done on the product supplied for conformity on quality. In case of failure of sample as per applicable FSSAI/Government Norms, the manufacturer/supplier is liable to pay any penalty / fine imposed for such failure in addition to the cost of test.*

6.13 Each supply should be accompanied with a Lab testing report/certificate confirming to the statutory requirements in terms of Physical, Chemical, Microbiological parameters and other nutritional facts along with labeling requirement. It must be certified that "The supplies made is fit for Human Consumption.

7.0 SAMPLES:

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

7.2 **Marking:** Samples submitted shall be clearly labeled with the Supplier's name and address and the tender number or acceptance of the tender no. and date.

7.3 The rejection of the sample by IRCTC shall be final and binding on the Supplier.

7.4 Where the contract/ acceptance of the tender does not require any advance sample to be approved, the Supplier may before proceeding with bulk manufacture or delivery of the materials, if he so desires may consult the Station Officer, 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 Supplier shall not, however, be entitled to be shown any consideration or given 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.

8.0 RISK PURCHASE CLAUSE

8.1 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% (GST extra, as applicable) of total value 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 products will be procured from local market and difference amount will be deducted from the bill of supplier. Severe action may also be taken by Competent Authority as deemed fit as per circumstances if supplier continues such irregularities after due approval from Competent Authority.

9 PACKING:

- 9.1. The Supplier shall pack at his own cost the materials sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.
- 9.2. All markings shall be carried out with such material as may be found satisfactory by IRCTC as regards quickness of drying, fastness and indelibility.
- 9.3. 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 Supplier.
- 9.4. 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.
- 9.5. In no case non-food grade materials should be used in packing.
- 9.6. 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**

10.0 WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED.

- 10.1 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.
- 10.2 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 Purchaser 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.
- 10.3 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 Supplier, shall be decided by IRCTC, whose decision thereon shall be final and binding on the Supplier.

11.0 INDEMNITY

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

12.0 FORCE MAJEURE:

12.1 In the event of any unforeseen event directly interfering with the supply of material arising during the currency of the contract, such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lockout, acts of public enemy, acts of God, sabotage the contractor shall within a week from the commencement thereof notify the same in writing to the purchases with reasonable evidence thereof.

If the force majeure condition(s) mentioned above be in force for a period of 30 days or more or any time, the purchaser shall have the option to terminate the contract on expiry of 30 days of commencement of such force majeure by giving 14 days notice to the contractor in writing. In case of such termination, no damages shall be claimed by either party against the other save and except those which had accrued under any other clause of their agreement priors to such terminations.

12.2 In case of National Holidays when the store remains closed, supplies can be ordered & delivered in advance subject to prior notice from IRCTC.

13.0 CORRUPT PRACTICES

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

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - I. "corrupt practice" means the offering, giving , receiving or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
 - II. "fraudulent practice" means a misrepresentation of facts or submission of forger/fake documents 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 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;
- 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.

14.0 BREACH OF CONTRACT:

14.1 Any breach of the terms & conditions mentioned in this tender document by the Supplier, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or the committing of any offence by the Supplier or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 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 Supplier and to recover from the Supplier the amount of any loss arising from such cancellation. Decision of IRCTC, in this regard, will be final and binding on contractor.

15.0 ARBITRATION & LAW

15.1 a) In the event of any question /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, Corporate 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 person nominated by the Managing Director/ IRCTC. Whose decision in this regard shall be final binding on the Supplier. The person to be appointed as arbitrator however, will not be one of those who had an opportunity to deal with the matters to which the contract related or who in the course of their duties as a servant of IRCTC have expressed views on all or any of matter under disputes or differences. The award of the arbitrator shall be final and binding on the parties to this contract.

- b) In the event of the arbitrator dying /neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the authority appointing arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
 - c) It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as arbitrator and that if for any reason that it is not possible, the matter is not to be referred to arbitration at all.
 - d) The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.
- 15.2 The Suppliers will indemnify IRCTC/ Railway administration for all losses and damages which may arise out of the agreement.

16.0 PENALTY

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

17.0 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:**

- 17.1 Breach of any of the terms or conditions or obligation of Contract on part of Supplier / his employees / agents.
- 17.2 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.
- 17.3 IRCTC at their discretion may call for any record to satisfy themselves regarding supply of material to catering units. The Supplier shall provide every help/ document related to IRCTC, failing which it may amount to breach of condition of the contract.
- 17.4 The Supplier being adjudged bankrupt/ insolvent or a trustee/ receiver being appointed on the Supplier.
- 17.5 Repudiation of agreement by Supplier or otherwise evidence of intention not to be bound by the agreement.
- 17.6 Persistent closure of business by Supplier /Sub-Supplier for consecutive 45 days or more in any business year.
- 17.7 Failure to adhere to any of the due dates for supply.
- 17.8 IRCTC at their discretion may call for any record to satisfy them regarding the supply and Supplier will provide every help failing which it may amount to breach of condition of the Contract.
- 17.9 The Supplier will submit details of supplies made, every month, failing which it may amount to breach of condition of the Contract.

18.0 CONSEQUENCES OF DEFAULT

- 18.1 If the Supplier shall omit to perform and observe any of the terms, conditions, obligations herein contained which by this agreement are to be observed and performed by the Supplier, then it shall be lawful for the IRCTC any time thereafter to terminate the Contract agreement and forfeit the Security Deposit SUBJECT, HOWEVER, to the IRCTC having given to the Supplier fifteen (15) days prior notice in writing to remedy or make good such breach and in spite of such notice the Supplier having failed to remedy the breach. Upon termination of this Contract agreement as aforesaid, the Supplier shall take away its entire belongings if any lying at the IRCTC premises within a given time frame.

19.0 FALL CLAUSE

- 19.1 The MRP for the products supplied under the Rate 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 completion of all supply orders placed during the currency of Rate Contract is completed.

- 19.2 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 Rate 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.
- 19.3 The Supplier shall furnish following certificate to the IRCTC KITCHEN OFFICIAL's along with each bill for payment for supplies made against the Rate 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 Rate 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 upto the date of billing / the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at a price lower than the price charged to IRCTC.”

20.0 MISCELLANEOUS

- 20.1 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 Supplier fails to accept the offer of award of contract, his Standing Earnest Money Deposit (SEMD) shall be forfeited by IRCTC. The Supplier shall be debarred from participating in the future projects of IRCTC for a period of one year.
- 20.2 Any notice to be served on the Supplier's shall be deemed to be sufficiently served if delivered at or sent by registered post addressed to the Supplier at their registered office or last known place of business. Any notice to be served by the Supplier on IRCTC shall be deemed to be sufficiently served if, delivered/sent by registered post addressed to the **Group General Manager – North Zone, 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**
- 20.3 The Base Kitchen, New Delhi In-charge on behalf of IRCTC will specify to the Suppliers, in writing in the prescribed format of Supply Order, 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 Supplier. No tolerance will be accepted for late delivery and penalty clause, as mentioned in Standard Conditions of Contract, shall apply to all late deliveries subject to acceptance of the material by the Consignee and extension of the delivery date by IRCTC. Transit insurance has to be arranged by the Supplier. It may be noted that 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.
- 20.4 Participating tenderers to furnish region/area wise details of authorized distributors. As such supplies can be made through stockiest of these distributors but invoicing should be done by authorized distributor to all respective zonal officers.
- 20.5 Tenderers to make a note that all the licensees/caterers providing catering services to IRCTC have been advised to sell approved brands of Grocery items. It is therefore apparent that approximate value of purchase of Grocery items over IRCTC setup is much more than indicated in the tender documents. Tenderers are therefore to give due consideration while offering discount for various products indicated in the tender document
- 20.6 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.

- 20.7 Till the formal rate contract issued to the Suppliers by IRCTC, this tender document will be an agreement/rate contract between the Supplier and IRCTC. The terms & conditions of the tender document will be binding on both the parties.
- 20.8 The Supplier shall maintain full records pertaining to supply of material to Purchaser (e.g. accounts, voucher, bills etc.) and make it available for inspection to IRCTC.
- 20.9 IRCTC Administration will not be liable to the Supplier for anything that may happen to the Supplier's commodities until the same pass into the physical possession of the Station Manager or Medical Officer and are accepted by them.
- 20.10 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 Supplier to stop the supply of such perishable commodity on the particular day or days without being liable to pay any compensation whatsoever and the Supplier shall not supply the same for the day or days so advised.
- 20.11 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 therefore.
- 20.12 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.
- 20.13 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.
- 20.14 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 7 days 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.

SPECIAL CONDITIONS

1. PRICE:

- 1.1 The net rates quoted should be firm and F.O.R basis i.e. inclusive of all costs and exclusive of GST as applicable.
- 1.2 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.
- 1.3 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.
- 1.4 The final rate (i.e. F.O.R rate quoted plus GST as applicable) for the product to be supplied to IRCTC by the party in the tender should not be higher than the rates of the same product and quality adopted for the local market.
- 1.5 During the currency of contract period the rate/discount percentage, if any, on MRP to IRCTC will remain same. No changes in accepted rate/discount percentage on MRP will be considered during the currency of contract
- 1.6 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.

2 INTRODUCTION OF NEW VAREITY OF THE PRODUCT

- 2.1 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; in the IRCTC catering unit at the uniform price structure at par with the rate in the market without any change in % age of commission allowed.

3 VALIDITY

The contract would be valid for a period of 02 months with a provision for extension upto 03 month.

4 PERIOD OF CONTRACT

- 4.1 Period for supply of item shall be **02 months** from the date of award of contract or till the currency of the contract, which may be further extended **upto 02 months**.
- 4.2 The contract will be valid for a period of **02 months** from the date of award of the contract and terminable without any notice due to change in policy or otherwise.
- 4.3 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 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 RTGS /NEFT 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 IRCTC Departmental Catering
 - 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 of 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**
- 6.1 The offers should be submitted in the enclosed financial bid (**Annexure-IV**). Columns such as Name of Item, Unit, MRP/Rate etc. should be clearly written in Capital & Bold letters. Discount offered to IRCTC should be indicated against the each item.
 - 6.2 No employee of the IRCTC or any member of his/her family may submit tenders. Family means husband, wife or children.

- 6.3 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.
- 6.4 Samples of contract items can be picked at random by IRCTC from the stock of Party at any stage before the award of contract and during the currency of contract. The Party have to bear the expenses incurred by IRCTC / Railway Administration for testing of their samples from a recognised lab or institution. Latest certificate of analysis of the products from recognised laboratory must be submitted along with the tender, certifying that the products confirm with the latest specifications laid down by statutory authorities.

7.0 SYSTEM OF AWARD OF CONTRACT

- 7.1 L1 shall be arrived at on the basis of the overall total value of the contract/supply.
- 7.2 Award of contract will be issued to L-1 firm.
- 7.3 In case there is more than one party quoting lowest rate, supplies will be equally distributed among the lowest bidders.

8.0 EXECUTION OF HAMPER SYSTEM

8.1 Quality

- 8.1.1 The quality of the items supplied by Supplier will be subject to surprise random checking & verification by IRCTC Kitchen officials. The products can even be compared with the product sold by Supplier at their retail outlet to ensure their quality. Kitchen official may reject/cancel any or full consignment of material if the quantity and quality of the items is not found up to the specification /brands approved.

8.2 Ordering sequence:

- 8.2.1 IRCTC Base Kitchen, New Delhi Official will issue Supply/ Purchase Orders for the hamper to Supplier 2 days in advance of delivery of hamper to maintain the inventory stock level of schedule of ingredients. The Supply/ Purchase Order will be placed through hard copy and will be confirmed through e-mail.

8.3 Delivery System

- 8.3.1 Date & Time of Delivery: - The delivery of items should be done during the working hours of the Base Kitchen, New Delhi i.e. before **1500 hrs** on all seven days of week (or as agreed mutually by both the parties).
- 8.3.2 Supplier will bear all the transportation, shipment & insurance cost upto the designated placed IRCTC Kitchen.
- 8.3.3 Supplier will not be responsible for any damages occurring after the delivery of the goods at the IRCTC Kitchen.
- 8.3.4 The challans of the delivery would be verified by the IRCTC Kitchen Official.
- 8.3.5 All the deliveries made by Supplier would be done in a form of hampers as per Annexure-VI. **Please note that IRCTC reserves the right to change Hampers, any time during the currency of contract & the supplier will have to provide items accordingly. Decision of IRCTC in the matter shall be final and binding.**
- 8.3.6 In case of supply is not as per the approved brand, it should be replaced free of cost by the Supplier on the same day.
- 8.3.7 In the absence of own brand of the Supplier is not available, substitute may be supplied in the order mentioned in the schedule of ingredients.
- 8.3.8 Suppliers should ensure that products of their own brand should also be available on their Retail Outlets with same barcode, MRP, grammage/volume etc.

9 GENERAL

- 9.2 The Supplier should provide good quality contracted item in hygienic and presentable conditions. Maximum retail price, manufacturing date, expiry date, batch no., FSSAI and FPO license no. etc. should be printed clearly and legibly on the packages.
- 9.3 **Un-usable items** – Each supply should be fresh and of good quality according to the specification as mentioned in the tender form. In case any items supplied by Supplier is found deteriorated in quality; melted or de-shaped or crushed or not bearing requisite markings and

unfit for use, sale and service to the public or exceeding the best before date or date of expiry, it will have to be replaced by the Supplier free of charge immediately on receipt of advice to that effect.

- 9.4 **Certificates/ permissions** – The Supplier will obtain necessary certificates/ permissions and mark the packaging as required by law such as food License, test reports etc. for various food items being used for preparation of the product to be supplied or as required as per the local regulations from the competent authorities. In case of any offence on the **ingredients supplied**, 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.
- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 This tender is for concluding Rate Contract. IRCTC would like to enter into Rate Contract with Suppliers acting through their authorized distributors/ dealers who can supply the items directly to the consignees from depots or warehouses at various locations. As and when items are required, supply orders will be placed based on the rates and other terms and conditions of the contract. The items need to be supplied to locations as mentioned in the contract.
- 9.9 “The products supplied should be from the Approved/Empanelled/Shortlisted- Items/Brands list of IRCTC. In case where Approved/Empanelled/Shortlisted- Items/Brands are not available with suppliers, alternative brands of equivalent quality may be supplied after approval of IRCTC. The decision of IRCTC regarding the approval of any alternative brands shall be final & binding on the supplier.”
- 9.10 Supply of Material 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.
- 9.11 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.
- 9.12 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.
- 9.13 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 raw materials/ 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.
- 9.14 Three sets of 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 and that their supply would conform to the said sample/specification as prescribed in the technical specification if any, attached with form.
- 9.15 IRCTC officials or any committee on behalf of IRCTC may visit the premises of the manufacturer before or at any time during the currency of contract in case of award of contract.
- 9.16 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.

- 9.17 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.
- 9.18 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.
- 9.19 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.
- 9.20 If the supply is not required for any particular day or days, the IRCTC Administration may give 48 hours notice in writing to the contractor to stop the supply of such perishable commodity on the particular day or days without being liable to pay any compensation whatsoever and the contractor shall not supply the same for the day or days so advised.
- 9.21 Payment will be made on actual quantity of Material received in consumable condition at the delivery points.
- 9.22 The name of the Hamper should be clearly indicated/mentioned in the Invoice.**
- 9.23 The Rate Contract will be operated by the Base Kitchen, New Delhi In charge, as per **Annexure IV.**
- 9.24 **In any case, there is no deviation is accepted in Preferred/Approved/Empaneled/Shortlisted- Items/Brands, no alternative brands shall be allowed to supply.**

10 RISK PURCHASE

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 supplier's subsequent bills/Security Deposit.

10 SPECIAL CLAUSE.

- 10.01 **Bids of only suppliers shortlisted by IRCTC, North Zone as on date 13.05.2024 (i.e. date of opening of Tender) will be considered.**
- 10.02 **Firms should only quote rates for the reputed and popular brands and brands matching specifications only.**
- 10.03 **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.**
- 10.04 **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.**
- 10.05 **Bids of only those bidders shall be accepted/considered for the tender process who would have submitted the required documents latest by 13.05.2024 (i.e. the date of opening of tender). Bids of other bidders shall be summarily rejected.**

To

**Group General Manager – North Zone
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.: 2024/IRCTC/NZ/Catg/Proc/Grocery/BK/LT Dt. 03.05.2024

Subject: Submission of Tender for Supply of Grocery Items for a period of 02 months to Departmental Catering Units of Indian Railway Catering and Tourism Corporation Limited (IRCTC) at Base Kitchen, New Delhi.

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 supply of subject item(s). 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, New Delhi in addition to other penalties specified under the terms of Contract.
- d) 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.
- e) 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 Standing Earnest Money Deposit (SEMD).
13. It is certified that MRP of the product mentioned in the Financial Bid is same as it is in the market. In case of any discrepancy noticed on this account, IRCTC may take actions as deemed fit.
14. I/ We certify that quoted F.O.R. rates are inclusive of all costs or any other levies applicable on the item(s) or any other expenses but excluding the GST (as applicable) for delivery of item(s) at the destination(s).
15. I/ We understand that this tender is for Rate Contract. I/ We also understand the volume shown in the tender is approximate only and IRCTC does not guarantee placement of work 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.

16. I / We understand that with an intend to make available maximum variety to the customers and also to take care of varied demands of customers, IRCTC may explore the possibility of giving counter offers to one or more than one Suppliers, to match the maximum discount offered by one or more than one Supplier.
17. I / We do hereby confirm that I / We have the necessary authority and approval to submit this tender document for the supply of subject item 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 fax and/or 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

Group General Manager- North Zone
North Zone Office: Rail Yatri Niwas Building,
New Delhi Rly. Station complex,
Ajmeri Gate side, New Delhi-110002.
Tel / Fax.: 23221146, 23234763, 42623433

TENDER NO: 2024/IRCTC/NZ/Catg/Proc/Grocery/BK/LT Dt. 03.05.2024

Subject: Submission of Tender for Finalization for Supply of Grocery Items for a period of 02 months to Departmental Catering Units of Indian Railway Catering and Tourism Corporation Limited (IRCTC) at Base Kitchen, New Delhi.

- 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 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: -

Branded Items (Reputed National Brands only)

*** Rates of brands preferred and Own Brands of the Grocery items Suppliers should only be quoted, other brands if quoted will not be considered. The F.O.R. rates offered "i.e. inclusive of all costs and excluding GST, as applicable" will remain firm during the currency of contract.**

SN	ITEM NAME	Manufacturer/ Preferred Brand	Packing Size (UOM) in Kg/Gm/L t/No/Bot tle	F.O.R. rate per UOM (includiv e of all costs) (in Rs.) (A)	GST % (as applicab le) (B)	GST amount (in Rs.) (as applicab le) (C)	Payable by IRCTC per UOM (In Rs.) (Inclusive of all costs and GST, as applicab le) (= A + C)	
							In figures	In Words
1	DAL TOOR	Rajdhani/Tata/ Ashirwad or A GRADE OWN BRAND	KG					
2	DAL MALKA MASOOR	Rajdhani/Tata/ Ashirwad or A GRADE OWN BRAND	KG					
3	DAL MOONG	Rajdhani/Tata/ Ashirwad or A GRADE OWN BRAND	KG					
4	CUMIN SEED	MDH/TATA/Everest/CATCH or A GRADE OWN BRAND	KG					
5	ATTA	AASHIRVAAD, SHAKTI BHOG, FORTUNE, NATURE FRESH, RAJDHANI, PILLSBURY & PATANJALI or A GRADE OWN BRAND	KG					

To be submitted online

6	SALT	TATA/ AASHIRVAAD or A GRADE OWN BRAND	KG					
7	BASMATI RICE	DAAWAT/ELINA/AL TARIF/SHRI LAL MAHAL/AEROPLANE/KOHIN OOR or A GRADE OWN BRAND	KG					
8	STAFF RICE	DAAWAT/ELINA/AL TARIF/SHRI LAL MAHAL/AEROPLANE/KOHIN OOR or A GRADE OWN BRAND	KG					
9	REFINED OIL	FORTUNE/JMD GOOD HEALTH/ANGAN or A GRADE OWN BRAND	LIT					
10	RED CHILLI POWDER	MDH/TATA/Everest/CATCH	KG					
11	TURMERIC POWDER	MDH/TATA/Everest/CATCH or A GRADE OWN BRAND	KG					
12	DHANIYA POWDER	MDH/TATA/Everest/CATCH or A GRADE OWN BRAND	KG					
13	GARAM MASALA POWDER	MDH/TATA/Everest/CATCH or A GRADE OWN BRAND	KG					
14	KASHMIRI LAL MIRCH	MDH/TATA/Everest/CATCH or A GRADE OWN BRAND	KG					
15	DHANIYA WHOLE	MDH/TATA/Everest/CATCH or A GRADE OWN BRAND	KG					
16	RED CHILLY WHOLE	MDH/TATA/Everest/CATCH or A GRADE OWN BRAND	KG					
17	SUGAR	A GRADE OWN BRAND	KG					
18	CHOLEY	Rajdhani/Tata/ Ashirwad or A GRADE OWN BRAND	KG					
19	RAJMA	Rajdhani/Tata/ Ashirwad or A GRADE OWN BRAND	KG					
20	MELON SEED	A GRADE OWN BRAND	KG					
21	CASHEWNUT (4PCS)	A GRADE OWN BRAND	KG					
22	TEA LEAVES	A GRADE OWN BRAND	KG					
TOTAL VALUE								

Note:

1. In case of discrepancy in the amount quoted, the amount which results in lowest/unit payable by IRCTC will be taken into consideration.

2. **The final amount payable by IRCTC shall be the total of “F.O.R. rates quoted inclusive of all costs” and “GST as applicable from time to time”.**
3. **The F.O.R. rates quoted “i.e. inclusive of all costs and excluding GST as applicable” will remain firm during the currency of contract.**
4. The supply rate should not be more than the selling rate at retail outlet of the supplier on that particular date.
5. **GSTIN of IRCTC Ltd, North Zone-07AAACI7074F2ZL.**
6. The name of the Hamper should be clearly indicated/mentioned in the Invoice.
7. 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.
8. The basic value and GST as applicable from time to time should be mentioned separately in the tax invoice.
9. The Supplier should have a valid GST registration certificate and a copy of the same shall be enclosed with the tender document.
10. Supplier should submit the copy of GST challans along with GST returns, as applicable.
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.
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.
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.
14. In case the vendor continuously default in compliance of the GST provision, then the contract/ agreement may be cancelled and the company 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 tax amount withheld.
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.
16. Samples shall be provided for A – Grade items, Pulses and Rice as when ask for, as to check the quality of the product.
17. Supplier has to provide the loading and unloading service for the items supplied at Base Kitchen, New Delhi.
18. Supplier must strictly adhere to the Purchase order and Timings of supply as intimated by the Catering In-charge at Base Kitchen, New Delhi.
19. Rates of brands specified should only be quoted; other brands if quoted will not be considered.
20. In any case, there is no deviation is accepted in Preferred/Approved/Empanelled/Shortlisted-Items/Brands, no alternative brands shall be allowed to supply.
21. If Home Brand is quoted then the supplier must mention the Name of the brand and the same may be supplied only after the approval of IRCTC.
22. Credit limit set for IRCTC in your billing system will have no Co-relation with making supplies.
23. Hampers annexed with this tender document are indicative only. Base Kitchen, New Delhi has right to remove any items, any quantities for specific items as per their requirement.
24. Periodic reconciliation of payments & supplies is responsibility of supplier. In-charge Base Kitchen, New Delhi, may be contacted for fixing schedule.
25. For the purpose of evaluation & usage – above stated UOM's & Brands will be considered equal.
26. Bidder must tick the UOM quoted for.
27. IRCTC does not guarantee purchase of the any/all items/quantities /hamper/value quoted in tender.

SEAL

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

Tentative Requirement

SN	Item Name	Unit	Requirement for 7K meals per day for 1 month (kg/unit).	Requirement for 7K Meals Per day for 2 months (kg/Unit)
1	Dal Toor	KG	4083.33	8167
2	Dal Malka	KG	875.00	1750
3	Dal Moong	KG	875.00	1750
4	Cumin Seed	KG	189.58	379
5	Atta	KG	2333.33	4667
6	Salt	KG	466.67	933
7	Basmati Rice	KG	7291.67	14583
8	Staff Rice	KG	175.00	350
9	Refined Oil	LIT	1895.83	3792
10	Red Chilly Powder	KG	160.42	321
11	Turmeric Powder	KG	145.83	292
12	Dhaniya Powder	KG	145.83	292
13	Garam Masala Powder	KG	58.33	117
14	Kashmiri lal Mirch	KG	102.08	204
15	Dhaniya whole	KG	0.88	2
16	Red Chilly whole	KG	0.88	2
17	Sugar	KG	52.50	105
18	Choley	KG	14.58	29
19	Rajma	KG	14.58	29
20	Melon Seed / Magaj	KG	0.88	2
21	Cashewnut (4 Pc)	KG	0.88	2
22	Tea Leaves	KG	7.29	15

Note: The above figures do not make part of evaluation/comparison sheet. The above table is just to provide bidder an idea of total value of tender. Tenders will ONLY be evaluated on the basis of FINANCIAL BID (Annexure IV). In case of any difference in values of any individual items or otherwise, rates quoted in the financial bid will have an overriding affect.

Hamper for Base Kitchen, New Delhi

SN	Item Name	Unit	7000 PAX	5250 PAX	3500 PAX	1750 PAX	700 PAX	350 PAX	70 PAX
1	Dal Toor	KG	136.1111	102.0833	68.0556	34.0278	13.6111	6.8056	1.3611
2	Dal Malka	KG	29.1667	21.8750	14.5833	7.2917	2.9167	1.4583	0.2917
3	Dal Moong	KG	29.1667	21.8750	14.5833	7.2917	2.9167	1.4583	0.2917
4	Cumin Seed	KG	6.3194	4.7396	3.1597	1.5799	0.6319	0.3160	0.0632
5	Atta	KG	77.7778	58.3333	38.8889	19.4444	7.7778	3.8889	0.7778
6	Salt	KG	15.5556	11.6667	7.7778	3.8889	1.5556	0.7778	0.1556
7	Basmati Rice	KG	243.0556	182.2917	121.5278	60.7639	24.3056	12.1528	2.4306
8	Refined Oil	LIT	63.1944	47.3958	31.5972	15.7986	6.3194	3.1597	0.6319
9	Red Chili Powder	KG	5.3472	4.0104	2.6736	1.3368	0.5347	0.2674	0.0535
10	Turmeric Powder	KG	4.8611	3.6458	2.4306	1.2153	0.4861	0.2431	0.0486
11	Dhaniya Powder	KG	4.8611	3.6458	2.4306	1.2153	0.4861	0.2431	0.0486
12	Garam Masala Powder	KG	1.9444	1.4583	0.9722	0.4861	0.1944	0.0972	0.0194
13	Kashmiri Lal Mirch	KG	3.4028	2.5521	1.7014	0.8507	0.3403	0.1701	0.0340
14	Dhaniya whole	KG	0.0292	0.0219	0.0146	0.0073	0.0029	0.0015	0.0003
15	Red Chilly whole	KG	0.0292	0.0219	0.0146	0.0073	0.0029	0.0015	0.0003

Technical Specification

Serial no	Item name	Specifications
1	Sugar	<ol style="list-style-type: none"> Must comply with PFA/ BIS / Agmark standards Grain sugar should as per M-31 grade. Sugar should be white crystallized sugar, free from dust, filth, iron filing and added coloring matter. Extraneous matter shall not exceed 0.1 % by weight.. Each pack shall be suitably marked with name of material, Batch No., Code No., Date of packing, Best Before Date & Net Weight. It should conform following standards: <ul style="list-style-type: none"> Moisture : Not more than 0.5 % by weight. (When heated at 105 ±1°C for 3 Hrs) Sucrose : Not less than 98 % by weight. Sulphar Content : Shall not exceed 70 parts per million Grain Size : Medium
2	Wheat Flour	<p><u>Atta</u></p> <ol style="list-style-type: none"> Must comply with PFA/ Agmark/ BIS standards and be Agmark Branded. Each pack shall be suitably marked as name of material Batch No. Code No. Date of Packaging, Best before Date & Net Weight. Atta means the coarse product obtained by milling or grinding wheat free from rodent hair and excreta. It should conform following standards: <ul style="list-style-type: none"> Moisture : Not more than 14 %(when determined by heating at 130-133 Deg C for 2 Hrs. Total Ash : Not more than 2 % (on dry wt. basis) Ash sol. in dil. Hcl : Not more than 0.15 % (on dry wt. basis) Gluten : Not less than 6 %(on dry wt. basis) Alcoholic Acidity : Not more than 0.18 %(on dry wt. basis) Should be free from any form of lumps, bad odor or insects.
4	Pulses	<p><u>All Pulses Must Comply to PFA/ BIS/Agmark standards</u></p> <p><u>Split Masoor Dal</u></p> <ol style="list-style-type: none"> Dal Masur shall consist of dehusked whole and split seeds of the lentil (Lens esculenta Monech or Lens culinaris Medik or Ervem lens linn). It shall be sound, clean, sweet, dry, wholesome and free from admixture of unwholesome substances. It shall also conform to the following standards, :- <ul style="list-style-type: none"> Moisture : Not more than 14 % by weight (obtained by heating the pulverized pulses at 130°C – 133°C for two hours.) Foreign matter : Not more than 1 per cent by weight of which not more than 0.25 per cent by weight shall be mineral matter and not more than 0.10 per cent by weight shall be impurities of animal origin. Other edible grains : Not more than 2 per cent by weight Damaged grains : Not more than 5 per cent by weight. Weevilled grain : Not more than 3 per cent by count. Uric Acid : Not more than 100 mg. per kilogram. Aflatoxin : Not more than 30 micrograms per kg. <p>Omitted (Rodent hair and excreta) Provided that the total of foreign matter, other edible grains and damaged grains shall not exceed 7 per cent by weight.</p>

5	Pulses	<p><u>Split Moong Dal</u></p> <ol style="list-style-type: none"> Dal Moong shall consist of green grams (<i>Phaseolus aureus</i> Roxb. <i>Phaseolus radiatus</i> Roxb) It shall be sound, clean, sweet, dry, wholesome and free from unwholesome substances. It shall also conform to the following standards:- <ul style="list-style-type: none"> Moisture : Not more than 14 % by weight (obtained by heating the pulverized pulses at 130°C – 133°C for two hours.) Foreign matter : Not more than 1 per cent by weight of which not more than 0.25 per cent by weight shall be mineral matter and not more than 0.10 per cent by weight shall be impurities of animal origin. Other edible grains : Not more than 0.5 per cent by weight Damaged grains : Not more than 5 per cent by weight. Weevilled grain : Not more than 3 per cent by count. Uric Acid : Not more than 100 mg. per kilogram. Aflatoxin : Not more than 30 micrograms per kg. <p>Omitted (Rodent hair and excreta) Provided that the total of foreign matter, other edible grains and damaged grains shall not exceed 6 per cent by weight.</p>
6	Pulses	<p><u>Split Arhar Dal</u></p> <ol style="list-style-type: none"> Dal Arhar shall consist of husk and split seeds of red gram <i>Cajanus cajan</i> (L) Millsp]. It shall be sound, clean, sweet, dry, wholesome and free from admixture of unwholesome substance. It shall also conform to the following standards:- <ul style="list-style-type: none"> Moisture : Not more than 14 % by weight (obtained by heating the pulverized pulses at 130°C – 133°C for two hours.) Foreign matter : Not more than 1 per cent by weight of which not more than 0.25 per cent by weight shall be mineral matter and not more than 0.10 per cent by weight shall be impurities of animal origin. Other edible grains : Not more than 0.5 per cent by weight Damaged grains : Not more than 5 per cent by weight. Weevilled grain : Not more than 3 per cent by count. Uric Acid : Not more than 100 mg. per kilogram. Aflatoxin : Not more than 30 micrograms per kg. <p>Omitted (Rodent hair and excreta) Provided that the total of foreign matter, other edible grains and damaged grains shall not exceed 6 per cent by weight.</p>
7	Pulses	<p><u>Other General Specifications for all pulses</u></p> <ol style="list-style-type: none"> Must comply with PFA/ Agmark standards. Pulses should be of uniform size, shape and color characteristics of the variety. Shall be thoroughly clean, sweet, wholesome and free from moulds, weevils, objectionable smell, discoloration and admixture of deleterious substance. It shall have good cooking quality. It shall be packed in sound, clean, dry, food grade polythene bag. Each pack shall suitably be marked as name of material, Batch No., Code No., Date of packing and Net Weight etc. Admixture with green peas should not exceed 5%.

8	Rice	<p>All Varieties must comply with PFA/ BIS/Agmark standards</p> <p>Basmati Rice :</p> <ol style="list-style-type: none"> 1. This shall be the fine variety of rice of desired variety. 2. Average size of pre cook grain shall be 7 mm min 3. Length/ Breadth Ratio shall be 3.5 Min 4. Broken fragments should not be more than 3 %. 5. Paddy grains mix should not be more than 0.2%. <p>General specifications for all variety of rice</p> <ol style="list-style-type: none"> 1. Rice should conform to following standards <ul style="list-style-type: none"> Moisture : Less than 16% by Wt. Foreign Matter : Less than 1% by wt. Damaged Grains : Less than 5 % by wt Weevilled Grains : Less than 10 % by cnt. Uric Acid : Less than 100mg/Kg Aflatoxin : Less than 30microgms/Kg. 2. Must comply with PFA standards. 3. Rice shall be the mature kernels or pieces of kernels of Oryza Sativa Linn obtained from paddy as raw or parboiled. 4. The rice shall be clean, free from any foreign particles and not have any worms, mildew or fungus. 5. There shall be no off smell and the rice will not have any rice powder or any artificially added aroma item. 6. There shall be not more than 2% broken grains in the all varieties. 7. There will not be excessive moisture and will at no time allow the rice to become sticky and moist. 8. The supply should be as per the specifications provided for the variety 9. All rice will be packed in clean dry plastic lined sacks or in food grade poly bags. 10. Each pack to have the packing date, Best Before Date, item name, batch number and the net weight.
9	Edible Oil	<p>Refined Soyabean Oil:</p> <ol style="list-style-type: none"> 1. SOYABEAN OIL means the oil expressed from clean and sound soyabeans (Soja max) from which the major portion of the gums naturally present have been removed by hydration and mechanical or physical separation. 2. It shall be clear, free from rancidity, suspended or other foreign matter, separated water, added colouring or flavouring substances or mineral oil. 3. It shall conform to the following standards:- <ul style="list-style-type: none"> Butyrometer Refractometer Reading at 40 Deg C : 58.5 to 68.0 Moisture and soluble impurities (%) : Max 0.10 Saponification Value : 189 to 195 Specific Gravity (30C) : 0.917 to 0.921 Iodine Value : 120 to 141 Refractive Index at 40 Deg C : 1.4650- 1.4710 Test for Agremone Oil to be – ve.
10	Spices (Whole)	<p>CHILIES (Lal Mirchi) [WHOLE]</p> <ol style="list-style-type: none"> 1. Means the dried ripe fruits or pods of capsicum annum/capsicum frutescence (L). 2. The lumps of earth, stones shall not exceed 5.0 percent by weight. 3. The pods shall be free from extraneous colouring matter, coating of mineral oil and other harmful substances. 4. The amount of insect damaged matter shall not exceed 5 percent by weight. <p>CORIANDER (Dhania) WHOLE</p> <ol style="list-style-type: none"> 1. Means the dried mature fruits (seeds) of Coriandrum sativum (L). 2. The proportion of extraneous matter including dust, dirt, stones, lumps of earth, chaff, stalk, stem or straw, edible seeds of fruits other than coriander and insect damaged seeds shall not exceed 8.0 percent by weight.

		<p>3. The amount of insect damaged matter shall not exceed 5 percent by weight.</p> <p>4. It shall be free from added coloring matter.</p>															
		<p><u>CUMIN (Safed Jeera) WHOLE</u></p> <p>1. Means the dried seeds of Cuminum Cyminum (L).</p> <p>2. The proportion of extraneous matter including dust, stones, lumps of Earth, chaff, stem or straw shall not exceed 7.0 percent by weight.</p> <p>3. The proportion of edible seeds other than cumin seed shall not exceed 5.0 percent by weight.</p> <p>4. The amount of insect damaged matter shall not exceed 5 percent by weight.</p> <p>5. It shall be free form added colouring matter.</p>															
		<p><u>CHILIES (Lal Mirchi) POWDER</u></p> <p>1. Means the powder obtained by grinding clean dried Chili pods of Capsicum frutescens L/Capsicum annum.</p> <p>2. The Chili powder shall be dry, free from dirt, mould growth, insect infestation, extraneous matter, added colouring matter and flavouring matter.</p> <p>3. The Chili powder may contain any edible oil to a maximum limit of 2 percent by weight under a label declaration for the amount and the nature of oil used.</p> <p>4. The Chili powder shall conform to the following standards:-</p> <table data-bbox="576 869 1437 1084"> <tr> <td>Moisture</td> <td>:</td> <td>Not more than 12.0 percent by weight.</td> </tr> <tr> <td>Total ash</td> <td>:</td> <td>Not more than 8.0 percent by weight.</td> </tr> <tr> <td>Ash insoluble in dilute HCl</td> <td>:</td> <td>Not more than [1.3] percent by weight.</td> </tr> <tr> <td>Non Volatile ether extract</td> <td>:</td> <td>Not less than 12.0 percent by weight.</td> </tr> <tr> <td>Crude Fibre</td> <td>:</td> <td>Not more than 30.0 percent by weight</td> </tr> </table>	Moisture	:	Not more than 12.0 percent by weight.	Total ash	:	Not more than 8.0 percent by weight.	Ash insoluble in dilute HCl	:	Not more than [1.3] percent by weight.	Non Volatile ether extract	:	Not less than 12.0 percent by weight.	Crude Fibre	:	Not more than 30.0 percent by weight
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		<p><u>TURMERIC (Haldi) POWDER</u></p> <p>1. Means the powder obtained by grinding the dried rhizomes or bulbous roots of the plant of Curcuma longa L.</p> <p>2. It shall be free from artificial coloring matter.</p> <p>3. The powder shall conform to the following standards:-</p> <table data-bbox="576 1234 1437 1420"> <tr> <td>Moisture</td> <td>:</td> <td>Not more than 13.0 percent by weight.</td> </tr> <tr> <td>Total ash</td> <td>:</td> <td>Not more than 9.0 percent by weight.</td> </tr> <tr> <td>Ash insoluble in dilute HCl</td> <td>:</td> <td>Not more than 1.5 percent by weight.</td> </tr> <tr> <td>Test for lead Chromate</td> <td>:</td> <td>Negative.</td> </tr> <tr> <td>Total starch</td> <td>:</td> <td>Not more than 60. percent by weight</td> </tr> </table>	Moisture	:	Not more than 13.0 percent by weight.	Total ash	:	Not more than 9.0 percent by weight.	Ash insoluble in dilute HCl	:	Not more than 1.5 percent by weight.	Test for lead Chromate	:	Negative.	Total starch	:	Not more than 60. percent by weight
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General Specifications of Pulses / Spices /Oils /Cereals.

General Characteristics:

- It should have its characteristics taste, flavour and free from musty odour.
- It should be free from any colouring matter, foreign starch and any other adulterant.
- It should be free from mould Growth, living insects and practically free from dead insects, insects fragments and rodent contamination.
- It should comply with restrictions in regard to aflatoxins, metallic contaminants, insecticide or pesticide residue poisonous metals, naturally occurring contaminants.
- It should be free from added colouring matter & coating of mineral oil.
- Should be clean, wholesome, uniform in size, shape, colour and in sound merchantable conditions.
- Spice (Powder) shall be prepared by grinding clean, dry whole spices & fresh in appearance.
- Should be free from any visible foreign matter, pests affecting the general appearance of the product & abnormal internal moisture & Free of any foreign smell / or taste, damage caused by low and high temperature.

Method of Packing:

- a. Should be packed in gunny bags / polywoven bags , Poly pouches cloth bags or other suitable packages which shall be clean , sound and free from insects , fungal infestation and the packing material shall be as permitted under the FSSA rules. Avoid packing of Cereals/ Pulses in Jute Bags.
- b. Suitable lining of food grade polypropylene / polyethylene shall be used for packing of spices (whole and powder) pulses / cereals in gunny bags / polywoven Bags, Paper bags and cardboard cartons.
- c. Containers and packaging material should be made of substances which are safe suitable for their intended use .They should not impart any toxic substance or undesirable odour or flavor to the product.
- d. Spices (Whole and powder)/ pulses /Cereals should be packed in sizes.
- e. Each package should contain spices (whole and Powder) / pulses / cereals of the same type and of the same grade designation.
- f. Graded material of small pack sizes of the same lot/ batch and grade may be packed in a master container with complete details.
- g. Each package should be securely closed and sealed
- h. Edible oils should be a packed in new, sound and clean tins or in other suitable containers which may be approved.
- i. The containers should be securely closed.
- j. Each container of edible oil should be defined / labeled of one grade designation only.

Method of Marking

- a. Following particulars shall be clearly and indelibly marked on each package :
- b. Name and address of the packer
- c. Place of packing / manufacturing
- d. Date of packing
- e. Lot / batch number
- f. Grade
- g. Net weight
- h. Maximum Retail Price
- i. Best before month year.

Note: The ink used for marking on packages shall be of such quality which may not contaminate the product.
