

**इंडियनरेलवेकैटरिंगएंडटूरिज्मकारपोरेशनलिमिटेड (भारतसरकारकाउद्यममिनीरत्न)**  
**Indian Railway Catering and Tourism Corporation Ltd.**

(A Govt. Of India Enterprise-Mini Ratna)  
 "CIN:L74899DL1999GO1101707"  
 Website: [www.ircet.com](http://www.ircet.com)  
 Email id: [qualityco@ircet.com](mailto:qualityco@ircet.com)

**Open E-Tender for deployment of Food Safety Supervisors (FSS) and Lab Testing of Cooked Food and Raw Material, etc. for a period of one year, at 200licensee kitchen units of Indian Railway Catering and Tourism Corporation Ltd.**

<b>E-Bid No.</b>	<b>E-Bid No.: 2024/IRCTC/CO/Quality/FSS/01</b>
<b>Name of Work</b>	<b>Deployment of Food Safety Supervisors (FSS) and Lab Testing of Cooked Food and Raw Material, etc. for a period of one year, at 200licensee kitchen units of IRCTC.</b>
<b>Cost of Bid Document</b>	<b>Nil.</b>
<b>Locations</b>	<b>Pan India</b>
<b>Estimated Total Contract Value (in Rs.)</b>	<b>Rs.8.85/- Cr approx</b>
<b>EMD along with online bidding (Refundable amount)</b>	<b>Rs. 17,70,000/- (To be submitted through online mode on <a href="http://www.tenderwizard.com/IRCTC">www.tenderwizard.com/IRCTC</a>)</b>
<b>Pre bid meeting</b>	<b>12.08.2024 at 12.00 hrs though video conferencing (<a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDc1MjU4YWUzMGRiYS00MzliLTg2NzEtYzU4ZGZmZWm3ZjQz%40thread.v2/0?context=%7b%22Tid%22%3a%2250d2c683-c2e6-4208-8f85-7198aa7bed3d%22%2c%22Oid%22%3a%221e9fd8b4-7870-4ece-9d3f-9bd4b778a449%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDc1MjU4YWUzMGRiYS00MzliLTg2NzEtYzU4ZGZmZWm3ZjQz%40thread.v2/0?context=%7b%22Tid%22%3a%2250d2c683-c2e6-4208-8f85-7198aa7bed3d%22%2c%22Oid%22%3a%221e9fd8b4-7870-4ece-9d3f-9bd4b778a449%22%7d</a>)</b>
<b>Last Date &amp; Time of submission of Bid</b>	<b>Up to 27.08.2024 till 1500 Hrs</b>
<b>Date &amp; Time of opening of Bid</b>	<b>27.08.2024 till 1530 Hrs</b>

**Indian Railway Catering and Tourism Corporation Ltd.**  
 10 th Floor A wing, B-148, Statesman House,  
 Barakhamba Road, New Delhi 110001.  
 बी -१४८, ११वींमंजिल, ए, विंग, स्टेट्समैनहाउस,  
 बाराखंबा रोड, नईदिल्ली-११०००१



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**DISCLAIMER****INDIAN RAILWAY CATERING AND TOURISM CORPORATION  
(A Government of India Enterprise)**

1. The information contained in this Bid is being provided by IRCTC for the open Bid purposes of enabling the Bidders to participate and submit a bid in response to this Bid for deployment of Food Safety Supervisors (FSS) and Lab Testing of Cooked Food and Raw Material, etc. for a period of one year, at 200 kitchen units of IRCTC. 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 Bid, or the Bidding Process.
2. The objective of the Bid document is to provide the prospective Bidder(s) with all relevant information to assist the formulation of proposals or bids.
3. This Bid 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 Bid. The assumptions, assessments, statements and information contained in this Bid 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 Bid and obtain independent advice from appropriate sources.
4. Nothing in this Bid 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 Bid 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.
5. IRCTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid.
6. Laws of the Republic of India are applicable to this Bid.
7. Each Bidder's acceptance of delivery of this Bid constitutes its agreement to, and acceptance of the terms set forth in this Disclaimer. By acceptance of this Bid, the recipient agrees that this Bid and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.



**E-BidNo.:2024/IRCTC/CO/Quality/FSS/01**

**NOTICE INVITING LIMITED E-TENDER**

**To all eligible**

**FSSAI approved NABL accredited Labs**

**All States & UTs.**

**Sub: Submission of E-Tender for deployment of Food Safety Supervisors (FSS) and Lab Testing of Cooked Food and Raw Material, etc. for a period of one year at 200 licensee kitchen units off RCTC, pan India.**

**Ref: Tender No.: 2024/IRCTC/CO/Quality/FSS/01**

1. E-Bids are invited by Indian Railway Catering and Tourism Corporation Ltd, for the subjected item(s) through a rate contract as mentioned hereunder and the special Conditions (if any) laid down in this Bid Document.
2. This Tender Document can only be viewed at <http://eprocure.gov.in>, <http://www.ircet.com>, & <http://www.tenderwizard.com/IRCTC> and will be submitted/received only at <http://www.tenderwizard.com/IRCTC>, as prescribed in “INSTRUCTIONS TO THE BIDDERS.”
3. This E-Bid is based on One packet bid system i.e. Technical bid and Financial bid
  - 3.1 **Technical bid** – This shall form the basis of ascertaining the Technical credentials of the Bidder as per Eligibility Criteria.
  - 3.2 **Financial bid** - This shall consist of Offer Form for financial bid. The Offer form (for Financial Bid) is listed as Annexure-VIII and required to be filled online.
4. The Bid shall remain valid for acceptance for 120 (one twenty) days from the date of calling of Bid.
5. Indian Railway Catering and Tourism Corporation Ltd. reserves the right to reject any/all bids without assigning any reason and shall not be bound to accept lowest bid.
6. The Notice Inviting Bid and the enclosed Instructions to Bidders, Standard Conditions, Special Conditions, Covering Letter Format and Financial Bid Format shall form the part of bid Document. This document consists of 50 Pages including one index page and one cover Page.



## E-BidNo.:2024/IRCTC/CO/Quality/FSS/01

### 7. Eligibility Criteria:

- 7.1 IRCTC is inviting E-Bid from the eligible NABL accredited firms/Companies having FSSAI certificate for labs (hereinafter termed as 'Firm/Service Provider/Agency') for Food Safety Supervisors (FSS) and Lab Testing of Cooked Food and Raw Material, etc
- 7.2 The firm/companies should have owned/affiliated food sample testing FSSAI approved facility/Lab (for the parameters as per annexure IV) at least one own/affiliated lab in each of the five IRCTC Zonal regions to provide services on pan India basis with in the time limit specified in Special conditions of contract, clause no 1. The bidder may tie up with reputed NABL accredited labs with in each IRCTC Zone before commencing the work.

**Certificates to be submitted with technical bid are as under,**

No.	Information	General Documents required to be submitted (Uploaded)	Category
01	Firm must have valid accreditation of NABL & Valid FSSAI (For lab)	Copy of valid NABL certificate of registration/ valid NABL FSSAI integrated certificate  The certificate shall be valid on the last date of submission of tender document.	<b>Mandatory</b>
02	MSE firms (if seeking MSME relaxations)	MSE certificate and Udyam Adhar No. (Micro/Small)	<b>Mandatory</b>
03	The firm should be registered with GST council.	GST Registration Certificate	<b>Mandatory</b>
04	The firm must have 3years' experience to carry out similar nature of work i.e. Food Safety Supervisors (FSS) and Lab Testing of Cooked Food and Raw Material, etc. i.e. 2021-22, 2022-23 & 2023-24  <b>For MSE Bidders, required experience is 01 year</b> to carry out similar nature of work i.e. Food Safety Supervisors (FSS) and Lab Testing of Cooked Food and Raw Material, etc in any one out of last 3 years i.e. 2021-22, 2022-23 & 2023-24	Copies of work orders/LOA/ Work Completion Certificate for each of the last 3 years i.e. 2021-22, 2022-23 & 2023-24 .  Details of the above to be furnished in Annexure XIII along with copies of work orders/LOA/ Work Completion Certificate as mentioned above.	<b>Mandatory</b>
05	The firm must submit latest one similar work with minimum value of Rs. 3.1 crs in any of the last three financial years i.e. 2021-22, 2022-23 & 2023-24.  <b>For MSE Bidders, Minimum value required is of Rs. 77.50 Lakhs</b> to carry out one similar nature of work i.e. Food Safety Supervisors (FSS) and Lab Testing of Cooked Food and Raw Material, etc in any one out of last 3 years i.e. 2021-22, 2022-23 & 2023-24  Completed contract includes ongoing similar service contract subject to payment of bill amounting to at least 3.1 cr	Copies of work orders/LOA/ Work Completion Certificate.  Details of the above to be furnished in Annexure XIII along with copies of work orders/LOA/ Work Completion Certificate as mentioned above.	<b>Mandatory</b>



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06	The Cumulative turnover of minimum Rs. 13.3 Crs in last 3 completed financial years i.e. 2021-22, 2022-23 & 2023-24  For MSE bidders, the Cumulative turnover of minimum Rs. 3.32 Crs in last 3 completed financial years i.e. 2021-22, 2022-23 & 2023-24	Audited balance sheets and profit & loss account of the last three completed financial years. i.e. 2021-22, 2022-23 & 2023-24.  Audited balance sheet and P&L A/c having UDIN No.	<b>Mandatory</b>
07	The firm shall certify that they are not black listed or debarred by IRCTC or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract.	To be submitted as <b>Annexure XI</b>	<b>Mandatory</b>
8	The firm should have Permanent Account Number (PAN).	Permanent Account Number (PAN)	<b>General</b>
9	Status of the bidder: - Company /Partnership Firm/Proprietorship firm– Please Specify		<b>General</b>
9.1	In case of Company- please enclose Memorandum and Articles of Association along with certificates of incorporation, if company is a public limited then the certificate for commencement of business also to be enclosed.	(i) Memorandum of Association (MOA) and Articles of Association (AOA)- Clearly specifying catering and hospitality as the main object of the company, (ii) Certificate of incorporation issued by Registrar of companies	
9.2	In case of Partnership Firm- please enclose Certificate of Registration under the partnership Act, 1932 along with valid partnership deed.	registered under the Partnership Act., 1932 Certificate of Registration under the Partnership Act, 1932along with valid partnership deed.	
9.3	In case of Proprietorship or Individual- please enclose a declaration on the letter head	Self-declaration on letter head.	
10	Integrity Pact duly filled (in the blank space Provided) and signed by the bidders	Annexure VI. Self-Signed/ digitally signed.	<b>General</b>

Please note: -There is no need to upload the complete format of tender and corrigendum. However, the mandatory documents to meet eligibility criterion and forms are required to be uploaded duly digitally signed.

Non submission of any of the document listed above in 'Mandatory Criteria' will lead to summarily rejection of the offer and no correspondence in this regard shall be made/entertained, However, the successful bidder is required to submit complete tender document along with terms and condition duly signed and stamped along with letter of acceptance.



**I. Scope of Work**

IRCTC is in the process of deploying Food Safety Supervisors in the licensee Kitchen Units associated with the Clusters of trains to provide safe and good food to Railway passengers. To comply FSSR, 2006/2011 and its modifications, IRCTC intends to tie up with FSSAI approved NABL accredited labs for Food testing, Training, Auditing, documentation, etc. The work contract is for a period of one year.

Following shall be the scope of work for the NABL accredited labs.

1. The firm/companies should have owned/affiliated food sample testing FSSAI approved facility/Lab (for the parameters as per annexure IV) at least one own/affiliated lab in each of the five IRCTC Zonal regions to provide services on pan India basis with in the time limit specified in Special conditions of contract, clause no 1. The bidder may tie up with reputed NABL accredited labs with in each IRCTC Zone before commencing the work.
2. Deployment of one Food Safety Supervisor (FSS) at each of the 200 licensee Kitchen Units of IRCTC. The detailed scope of work is at **Annexure III**.
3. Pick- up of food samples from the Kitchen Units for testing as per schedule of work attached as **Annexure IV**.
4. Submission of Test reports electronically to through IRCTC exclusive mobile application. A basic IRCTC exclusive mobile application will be developed by the agency for providing paperless sample testing reports and other audit reports within 15 days of date of issue of Letter of Award.
5. The test Schedule order will be as given by the Catering In-charge, at IRCTC Kitchen Units.
6. Schedule of Work can be increased or decreased by 30% during the currency of contract, depending upon the actual requirements of the organization. Pro-rata rates would be applicable for any such increase/ decrease.
7. The deployment of the FSS will be as per commencement licensee kitchen units. Once the licensee kitchen unit is commenced/operational, a prior intimation of 10 days will be given to service provider before deployment of FSS and sample collection. Pro-rata rates would be applicable for any such increase/ decrease.



**E-BidNo.:2024/IRCTC/CO/Quality/FSS/01**

**INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.**

*(A Government of India Enterprise)*

**INSTRUCTIONS TO BIDDERS**

The Indian Railway Catering and Tourism Corporation Ltd. hereinafter called the IRCTC, proposes to obtain E-Bids for deployment of Food Safety Supervisors (FSS) and Lab Testing of Cooked Food and Raw Material, etc. for a period one year at 200 kitchen units of IRCTC, pan India through a rate contract in accordance with the instructions following hereafter.

**1. General:**

**1.1 Bid Schedule is listed as under:**

S.no	Bid Schedule	Date and Time
1.	Pre-Bid Meeting (through VC)	12.08.2024 at 12.00 hrs
2.	Date & Time up to which bid will be received	Up to 27.08.2024 till 1500 Hrs
3.	Date & Time of opening of technical E-Bid	27.08.2024 till 1530 Hrs
4.	Date & Time of opening of Financial E-Bid shall be notified to the successful bidders only through a written communication	

- 1.2 Bids are not transferable.
- 1.3 The Firm/Service Provider/Agency has to remit an EMD of Rs. 17,70,000/-through online mode on [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC).
- 1.4 To participate in the E- Tender, it is mandatory for the bidders to register themselves on the website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) without any payment and obtain User ID & password which is required for submitting the tender. It may please be noted for submission of bid, Class-III digital signature is required.
- 1.5 Corrigendum/Addendum to this Tender, if any, will be published on website [www.irctc.com](http://www.irctc.com), [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). No newspaper press advertisement shall be issued for the same.
- 1.6 For any difficulty in downloading & submission of tender document on website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC), please contact at **tenderwizard.com helpdesk no. 080-45811365 Ph: 080-45982100, cell: 8800115628, 8800107755**. The digital signature of the bidder on the E- Bid form will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the Bid documents. There is no need to upload Bid document and corrigendum along with the bid.

**2. Benefits to registered MSEs firms:**

- 2.1 Ministry of Micro, Small and Medium Enterprises (MSME) vide letter no. 21(1)2011-MA dated 25.04.2012 has notified a new public procurement policy for Micro and Small Enterprises (MSEs). Whereby Micro and Small Enterprises (MSEs) can avail the following benefits if registered with (i) District Industries Centers or (ii) Khadi and Village Industries Commission or (iii) Khadi and Village Industries Board or (iv) Coir Board or (v) National Small Industries Corporation or (vi) Directorate of Handicrafts and Handloom or (vii) any other body specified by Ministry of Micro, Small and Medium Enterprises.
- 2.2 Issue of E-Tender form free of cost.
- 2.3 MSEs registered with the above agencies for the item tendered will be exempted from payment of Earnest Money.





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- 2.4 Since the tender cannot be split or divided, etc. the MSE quoting a price within the band L1+15% and they match the L-1 price, may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.
- 2.5 The MSE who are interested in availing themselves of these benefits shall enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the para above.
- 2.6 The MSE who have availed the benefit of exemption of earnest money will not be allowed to withdraw their offer during the currency of the validity of offer or extended validity, if any such firm fails to observe this stipulation; the firm will be banned from participation in IRCTC Ltd. Tenders for a period of one year.
- 2.7 As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119(E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy. MSEs registered under Udyog Aadhaar Memorandum (UAM), validity of which is till 31.03.2022, are also eligible to avail the benefits under the Policy.
- 2.8 Registered MSEs and Start Ups will be given relaxation in Turnover and Experience both.

**3. UDIN Guidelines**

- 3.1 In terms of the Institute of Chartered accounts of India notification dated 02.08.2019 the following guidelines have been issued for information of public and necessary compliance of Member of Institute: -
- 3.2 A member of the institute in practice shall generate Unique document identification number (UDIN) for all kinds of the certification, GST and Tax Audit reports and other Audit, Assurance and attestation functions undertaken/signed by him which is mandatory from the following dates through announcements published on the website of the ICAI [www.icaai.org](http://www.icaai.org) at the relevant time:-
- For all Certificates w.e.f. 1st February, 2019.
  - For all GST and Tax Audit Reports w.e.f 1st April 2019.
  - For all other Audit, Assurance and attestation functions w.e.f. 1st July 2019.
- 3.3 All applicants are directed to submit the certificate(s) issued by Chartered Accountant with UDIN mandatorily.
- 3.4 IRCTC reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the IRCTC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the IRCTC shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the IRCTC there under.

**4. Validity:**

The submission of any offer connected with this Bid document shall constitute an undertaking that the bidder shall have no cause for any 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 bidder shall have no claim in that regard against IRCTC.

- 4.1 The offer shall be kept valid for acceptance for a minimum period of 120 (One hundred and twenty) days from the date set for opening of E-Bids.
- 4.2 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by IRCTC to the bidder. While the offers are under such consideration, bidders and or their representatives or other interested parties are advised to refrain from contacting IRCTC by any means.



**E-BidNo.:2024/IRCTC/CO/Quality/FSS/01****5. E-Bid Evaluation& System of Award:**

- 5.1 Non submission of any of the document listed in 'Mandatory Criteria' will lead to summarily rejection of the offer and no correspondence in this regard shall be made /entertained. However, for general information/ Criteria, clarification may be asked in writing. But no fresh document will be accepted.
- 5.2 The e bids received shall be evaluated by the IRCTC to ascertain the lowest acceptable quoted rate for the above works.
- 5.3 If bidder withdraws its bid before opening of Technical bid through tender wizard, EMD of bidder will be refunded without any interest.
- 5.4 If bidder withdrawn its bid before opening of financial bid but after expiry of closing time of submission of bids in writing EMD of bidder will be forfeited. *However, the financial bid of that bidder will also be opened, if it is technically qualified based on the tender Eligibility criteria, Further, after opening of Financial bids. If that bidder become L-1, that tender should be discharged and in other cases tender will be finalized.* If L-1 bidder withdraws bid after opening of Financial Bid, EMD of bidder shall be forfeited and bidder will be debarred from participating in the bidding process of all future projects of IRCTC for a period of one year.
- 5.5 The MSE who have availed the benefit of exemption of earnest money will not be allowed to withdraw their offer during the currency of the validity of offer or extended validity, if any such firm fails to observe this stipulation; the firm will be banned from participation in IRCTC Ltd. Tenders for a period of one year.
- 5.6 Financial bids will be opened for techno- commercially qualified bids only. The date, time and venue of opening of financial bid will be intimated to the techno-commercially qualified bidders. The bids will be opened electronically and will be available on e-tender website to the bidders for viewing.
- 5.7 IRCTC reserves the right to reject or accept any tender in whole or in part. The decision of IRCTC in this regard will be final and IRCTC shall not be liable to assign any reasons for the decision.
- 5.8 The bidders must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. E-Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.
- 5.9 In case of one or more firms quoting the same rates, in such case the firm having highest turnover in the last three financial years will be considered as the successful lowest bidder (L1).

**6.0 Rates:**

The bidders should quote rates inclusive of freight, Octroi and any other expenses for deployment of FSS at kitchen units and pick up of food samples/item(s) from Kitchen Units, sample testing and delivery of report at the destination(s). Applicable Taxes shall be paid extra.

- 6.1 The rates finalized against this E-tender shall be valid for a period of one year from the date of award of the Rate Contract or till the currency of the contract whichever is later.
- 6.2 IRCTC may waive any minor nonconformity, or irregularity in the tender document that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 6.3 Prior to the detailed evaluation, IRCTC will determine whether each bid is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations, exceptions objections, conditionality, or reservation material deviation, exception, objection, conditionality, or reservation is:



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- i) One that limits in any substantial way the scope, quality, or performance of the product/material/materials/service.
  - ii) One that limits, in any substantial way that is inconsistent with the tender documents, IRCTC rights or the successful bidders' obligations under the contract; and
  - iii) One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.
- 6.4 If a bid is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the bidder by correction of the nonconformity. IRCTC's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by IRCTC in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.
- 6.5 Any statutory variation in taxes/duties in future is liable to be admissible within original/refixed contract period. Refixed contract period means refixation of original contract period by IRCTC and not due to any default by contractor. No statutory variation for increase of taxes/duties will be given to supplier in case contract period is extended due to failure of contractor. However, in case of reduction in duties/taxes only reduced duties/taxes paid by contractor will be reimbursed.

**Other conditions:**

- 7 IRCTC reserves the right to reject or accept any E-Bid in whole or in part on account of credentials, technical capability, past performance or any other evaluation criteria to ensure uninterrupted services. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for the decision.
- 8 Bidders are invited to quote their rates on the enclosed E-Bid format provided in Annexure – VIII in accordance with the above instructions and all the conditions of the rate contract.
- 9 The Bidders must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled.



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

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

**1.0 General:**

- 1.1 Reference to any Statute or Statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended.
- 1.2 Irrespective of the place of deployment, pick-up and 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 Bid has been issued.
- 1.3 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.
- 1.4 The Courts of the place from where the acceptance of the Bid has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 1.5 The Firm/Service Provider/Agency shall provide the services to the IRCTC in the areas and manner as discussed. The Firm/Service Provider/Agency shall undertake and assure the IRCTC that the services shall be provided efficiently in the predetermined schedule. Besides this, services will also be rendered by the Firm/Service Provider/Agency as and when desired by the IRCTC even though it may not be as per schedule on charges as may be agreed to separately.
- 1.6 The Firm/Service Provider/Agency shall maintain all registers required under various Acts, which may be inspected by the IRCTC as well as the appropriate authorities at any time.
- 1.7 The Firm/Service Provider/Agency shall provide the services at such times and in such manner as communicated by IRCTC from time to time.
- 1.8 The quality and punctuality of/in rendering of the said services are the essence of the contract and the Firm/Service Provider/Agency undertakes to abide by them at all times.
- 1.9 The Firm/Service Provider/Agency shall take proper instructions from time to time from IRCTC for the execution of the contract at the different places and will faithfully comply with the same during the currency of the contract.
- 1.10 In case, the Firm/Service Provider/Agency commits Breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the IRCTC from time to time, it shall be Open and lawful for the IRCTC to terminate the contract forthwith without assigning any reason and can get the work done by any person(s) or through any other agency or Firm/Service Provider/Agency at the risk and cost of the Firm/Service Provider/Agency and firm shall have no right to claim any compensation whatsoever on this account.
- 1.11 In the event of failure of the Firm/Service Provider/Agency to provide the services or part thereof, as mentioned in this contract for any reasons whatsoever, the IRCTC shall be entitled to procure services from other sources and the Firm/Service Provider/Agency shall be liable to pay forthwith to the IRCTC, the difference of payments made to such other sources, in addition IRCTC reserves the right to penalize for the period of failure in providing the services or part thereof.



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- 1.12 In the event of any dispute or difference arising out of operation of this contract, the same will be referred for arbitration as per the arbitration clause.
- 1.13 The employees/agents of the Firm/Service Provider/Agency shall never be considered to enjoy any right to enter the premises of the IRCTC by virtue of this contract or otherwise at any time except with the prior permission of the IRCTC.
- 1.14 The contract may be terminated forthwith if either party becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors, the other party shall have the right to immediately terminate this contract.
- 1.15 Either party's liabilities for any charges payments or expenses due to the other party which accrued prior to the termination date shall not be extinguished by termination, and such amounts (if not otherwise due on an earlier date), shall be immediately due and payable on the termination date.
- 1.16 Any obligations under this contract which either expressly or by their nature is to continue after termination or expiration of this contract shall survive and remain in effect.
- 1.17 This Contract shall be governed by the Laws of India for time being in force.
- 1.18 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
- 1.19 **Certificates/ permissions** – The Service Provider/Agency will obtain necessary certificates/permissions as required by law such as state permit, test reports, pollution under control etc. for commercial vehicles or as required as per the local regulations from the competent authorities, Membership certificate from Competent Authority. In case of any offense on the services, Service Provider/Agency will be solely responsible for its penalty and consequences. MSE/ SSI Certificate may be provided, if any. In case of MSE/SSI firms, all the benefits and exceptions have provided/extended by the prevailing/guidelines shall be applicable.

**2.0 Earnest Money Deposit (EMD)**

- 2.1 The Firm/Service Provider/Agency has to remit an EMD of Rs. 17,70,000/- through online mode on [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). The EMD of unsuccessful tenderers shall be refunded without interest on completion of the bidding process, i.e. issue of Letter of award to the successful bidder.
- 2.2 The Earnest Money is liable to be forfeited if the tenderer withdraws or amends its offer within the period of validity of offer.

All the bidders shall be required to sign the **Bid Security Declaration** as follows:

**“I/We hereby understand and accept that I/We withdraw or modify my/our bids during the period of validity, or if we are awarded the contract and on being called upon to Submit the performance security/ Security Deposit, fail to submit the performance security/Security Deposit, before the deadline defined in the request for bid document/Notice Inviting Bid, I/we shall be debarred from exemption of submitting Bid Security/ Earnest Money Deposit and performance security/ Security deposit for a period of 6 (six) months, from the date I/we are declared disqualified from exemption from Submission of EMD/SD, for all Bids for procurement of goods/Works/services/consultancy etc. issued by any unit of IRCTC published during this period”.**



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The above declaration to be submitted by the bidder as per annexure X attached in the tender document.

- 3. Security Deposit (SD):** The Firm/Service Provider/Agency shall, after written notices of acceptance of Bid, deposit with the Corporation (in the form of Demand Draft in favour of Indian Railway Catering and Tourism Corporation Ltd. drawn on scheduled commercial bank payable at New Delhi) a sum equal to 5 percent (5%) of the total value of the contract for which the Bid has been accepted as a interest free security for the due fulfillment of the contract. Security Deposit will be returned after successful completion of the contract subject to no dues and after a no Claim certificate issued by the firm.

3.1 No claim shall lie against IRCTC in respect of interest on Security Deposit.

3.2 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 Firm/Service Provider/Agency 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 Firm in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Firm/Service Provider/Agency 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 Firm/Service Provider/Agency under this or any other contracts with IRCTC.

**4. System of payment**

- 4.1 Payment will be made at the accepted rates plus applicable tax to the Firm/Service Provider/Agency by IRCTC Zonal offices on monthly basis.
- 4.2 The offered rates by the bidder are for payment on monthly basis. Any fine/penalty will be calculated and deducted from the bills of the Firm/Service Provider/Agency on the services made and accepted.
- 4.3 The delivery of services will be accompanied with challans in quadruplicate and original will be returned to you duly signed by the Catering In-charge of the concerned Kitchen units.
- 4.4 One copy of the challan to be got acknowledged from the Catering In-charge or the official nominated of the kitchen unit.
- 4.5 The Firm/Service Provider/Agency will arrange to submit the bills (as per GST guidelines) along with acknowledged challan in original, directly to the Group General Manager, IRCTC of concerned zone. Another copy of challan will be sent by Catering In-charge, of concerned zone, as per prescribed procedure to be matched with acknowledged copy of challan for processing the bills and arranging payment through cheque / EFT (Electronic Fund Transfer).
- 4.6 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.
- 4.7 In case of non-compliance of the orders/execution of work within reasonable time, the services 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 manufacturer/Firm/Service Provider/Agency's subsequent bills.
- 4.8 In case any kitchen unit starts in between the month, the payment will be calculated and made accordingly and not for the full month.





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- 4.9 Tax invoice/bill shall be issued from any place within the concerned State where the IRCTC unit is located, separately mentioning the basic value and GST.
- 4.10 Invoice should be GST compliant and have following minimum particulars: -
- (a) Name & Address of Taxpayer;
  - (b) GST No. of Taxpayer;
  - (c) Name & Address of Buyer with GST No,
  - (d) Description of service provided;
  - (e) Value of Taxable service;
  - (f) GST payable;
  - (g) Invoice should be serially numbered, (pre-printing of serial No. is not required)
  - (h) HSN/SAC code
  - (i) Date of invoice
- 4.11 It is mandatory for Firm/Agency/Service Provider to raise invoice within 30 days from completion of service.
- 4.12 No payment will be made unless the invoice is as per GST rules.
- 4.13 The Agency/Firm/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). The documentary evidence/ Challan as proof of remittance of taxes must be submitted every month/ as and when demanded.

**5. Withholding and lien in respect of sums claimed.**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Firm/Service Provider/Agency, 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 Firm/Service Provider/Agency 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 Firm/Service Provider/Agency, 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 Firm/Service Provider/Agency under the same contract or any other contract with IRCTC pending finalization or adjudication of any such claim.

- 5.1 It is an agreed term of the contract that the sum of money 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.
- 5.2 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 Firm/Service Provider/Agency, shall be decided by IRCTC, whose decision thereon shall be final and binding on the Firm/Service Provider.

**6. Corrupt Practices:**

Firm/Service Provider/Agency is expected to observe the highest standard of ethics during the execution of this contract. If the Firm/Service Provider/Agency has engaged in corrupt or fraudulent practices, in competing for or in executing the contract, IRCTC may, after given 14



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days' notice to the Firm/Service Provider/Agency, terminate the Contract. In pursuit of this policy, IRCTC:

- 6.1 Defines, for the purposes of this provision, the terms set forth below as follows:

**“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

**“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of IRCTC and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive IRCTC of the benefits of free and Open competition;

- 6.2 Will reject a proposal for award if it determines that the bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

**7. Breach of Contract:**

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

**8. Penalty:**

- a) The timeframe stipulated in the milestone chart or as per any other agreed schedule should be deemed to be the essence of contract. The work throughout the stipulated period of contract shall be carried out with all diligence. If the firm fails to complete the work to the satisfaction of IRCTC within the time prescribed or within the extended time under the contract, the firm shall, without prejudice will be fined at the rate of 0.25% (of contract value) per week for the delayed time.
- 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 service provider on such event. For such irregularities the services/items will be arranged from local market and difference amount will be deducted from the bill of service provider. Severe action may also be taken by Competent Authority as deemed fit as per circumstances if service provider continues such irregularities after due approval from the Competent Authority.
- c) Any lack in monitoring by FSS in the kitchen unit (in the entire process of food production, packaging and transportation) which lead to passenger complaints, shall be the responsibility of the service provider and in such cases hefty penalty will be imposed on the agency by IRCTC.

**9. Termination of the Contract:**

Notwithstanding any provision hereinbefore, Service provider can terminate the Contract by giving one month's (30 days) written notice to IRCTC without assigning any reason. However, in such case Security Deposit will be fortified and balance due amount, if any will be made after adjusting dues if any. IRCTC shall give a 7 days notice for termination of the Contract to the Service Provider/Agency. In that eventuality the Service Provider/Agency will move out of the premises of the IRCTC with his men and material immediately. This discretion of termination of this Contract by the IRCTC will be exercised judiciously since the Service Provider/Agency is rendering the essential and public utility services. In such situations Security Deposit will be





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forfeited and balance due payment will be made to service provider after adjusting dues, if any. *IRCTC reserves the Right to terminate the whole contract or part thereof upon written communication to the Service Provider/Agency due to change in policy or discontinuation/failure of the service.*

**10. Arbitration:**

- 10.1 In the event of any question, dispute or difference arising under any of these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same will be resolved by Arbitration, as per the provisions of 'The Arbitration and Conciliations Act-1996'.
- 10.2 The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off, given by the IRCTC, shall be referred to arbitration and other matters shall not be included in the reference.
- 10.3 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 10.4 If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the IRCTC that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and IRCTC shall be discharged and released of all liabilities under the contract in respect of these claims.
- 10.5 On demand for arbitration, three names from empanelled listed shall be forwarded to the other party to suggest one name from the forwarded name and out of these one names, CMD IRCTC shall nominate sole arbitrator to adjudicate upon the dispute between the parties.
- 10.6 The award of the arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at IRCTC, Corporate Office or elsewhere in Delhi. The fee shall be shared equally between the parties.

**11. Consequences of Default:**

If the Firm/Service Provider/Agency shall omit to perform and observe any of the terms, conditions, obligations herein contained which by this agreement are to be observed and performed by the Firm/Service Provider/Agency, 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 Firm/Service Provider/Agency the time limit as per schedule prescribed by IRCTC, in writing to remedy or make good such breach and in spite of such notice the Firm/Service Provider/Agency having failed to remedy the breach. Upon termination of this Contract agreement as aforesaid, the Firm/Service Provider/Agency shall take away its entire belongings if any lying at the IRCTC premises within a given time frame.

**12. Tenure of the Contract:**

The Contract will be valid for one year from the date of commencement of work and may be extended for a further period of one year on the same terms and conditions at sole discretion of IRCTC. The decision of IRCTC in this regard shall be final and binding.



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- 13.1 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, to convey his acceptance of award of contract and submission of security deposit. In case manufacturer/Firm/Service Provider/Agency fails to accept the offer of award of contract, the firm will be debarred from participating in the future projects of IRCTC for next 3 years.
- 13.2 Any notice to be served on the Firm/Service Provider/Agency's shall be deemed to be sufficiently served if delivered at or sent by registered post addressed to the Firm/Service Provider/Agency at their registered office or last known place of business. Any notice to be served by the Firm/Service Provider/Agency on IRCTC shall be deemed to be sufficiently served if, delivered/sent by registered post addressed to the Indian Railway Catering and Tourism Corporation Open at IRCTC concerned Zonal Office:
- 13.3 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.
- 13.4 Till the formal agreement is signed between Firm/Service Provider/Agency and IRCTC, this Bid document will be an agreement between the Service Provider and IRCTC. The terms & conditions of the Bid document will be binding on both the parties.
- 13.5 The Firm/Service Provider/Agency shall maintain full records pertaining to the Tests rendered to Purchaser (e.g. accounts, voucher, bills etc.) and make it available for inspection to IRCTC.
- 13.6 IRCTC also reserves the right to stop ordering for Lab tests of any item of this contract or reduce the frequency to any extent during the pendency of this contract without assigning any reason therefore.
- 13.7 The Firm/Service Provider/Agency 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 Firm/Service Provider/Agency infringing the provision of this clause, IRCTC shall be at liberty to terminate the contract forthwith without any previous notice to the Firm/Service Provider/Agency and the Firm/Service Provider/Agency shall name 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 Firm's account and risk, and the Firm shall be liable for any loss or damage, which IRCTC may sustain in consequences or arising out of such purchase.
- 13.8 All the aforesaid conditions for Rendering Services shall be applicable and govern during the period of contract.

**14 Forensic audit**

“The document submitted by the successful applicants, in compliance of the above eligibility conditions shall be subject to verifications by IRCTC itself or through an agency (except in Forensic Audit) appointed by IRCTC, for which all necessary documents shall have to be essentially provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of EMD (If any) /Security deposit/ other deposits such as License Fee, Concession fee, etc. In such



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eventually the successful bidder will also be debarred for 03 years from participating in the future projects of IRCTC’.

**15. Indemnity:**

The Licensee will indemnify the IRCTC/Railway administration for any loss or damage caused by Licensee because of his fault or default.

**16. Labour laws:**

The Licensee shall comply with the provisions of all labour legislations” including the requirements of: -

- Payment of Wages Act –
- Employees” Compensation Act –
- Shops & Establishment Act –
- PF & ESI Acts –
- Child Labour (Prohibition and Regulation) Act, 1986. –
- Contract Labour (R&A) Act, 1971 –
- Minimum Wages Act, 1948.
- Registration in Shramik Kalyan Portal

The Railway /IRCTC will not accept any responsibility for the loss/damage/injury (including death) caused to the Licensee or to the personnel engaged by him in the process of rendering services under this License and no claim/compensation will be entertained in this regard.

**17. Registration in Karamchari Kalyan Portal:**

The service provider is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railway General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. The Manpower service provider shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- a. Licensee shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Nominated nodal officer of IRCTC shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- b. Licensee once approved by nodal officer, can create password with login ID (PAN. No.) for subsequent use of portal for all LoAs issued in his favour.
- c. The Licensee once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / Contract Agreements on shramik kalyan portal within 15 days of issue of any LOA for approval of concerned nodal officer. Acceptances LoA for approval of concerned nodal officer. The concerned nodal officer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- d. After approval of LoA by nodal officer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on sharmik kalyan portal on monthly basis.
- e. It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after wage period.



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While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee/ Security deposit', contractor shall submit a certificate to the Corporation/concerned nodal officer that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till \_\_\_\_\_Month, \_\_\_\_\_Year."

The staff engaged for service against whom medical certificates and travelling authority have been issued to logged/registered in karamchari kalyan portal as mentioned above.

**18 Force Majeure**

In the event of any unforeseen event directly interfering with the operation of work arising during the currency of the work agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, acts of God, sabotage; the bidder shall, within a week from the commencement thereof, notify the same in writing to IRCTC with reasonable evidence thereof. The work shall be restored as expeditiously as possible or, as the case may be, the impediment to accessibility shall be removed as expeditiously as possible. The period of work will be further extended for the period during which License/work was not operational.



Special Conditions of Contract

1. The Food test Laboratories shall be certified by NABL having FSSAI certificate. The laboratories shall have all the facilities to carry out the tests of various food items/ articles as per relevant specifications complying with FSSAI - Food Safety and Standards (Laboratory and Sample Analysis) Regulation, 2011 or any amendments thereafter. The firm/ agency shall have to deliver the test reports within:
  - 4 days in case microbiological tests are not required from the date of receipt of samples.
  - 8 days in case microbiological tests are required to be carried out from the date of receipt of samples.
2. The firm to have at least one NABL accredited lab in each of the five IRCTC Zonal regions to provide services on pan India basis within the time limit specified in Tender Document.
3. Samples of food items will be collected by FSS/Firm as per the schedule provided herein or as directed by IRCTC catering in-charge in a manner such sample demands eg. Temperature control, air control etc. Firms will be responsible for maintenance of quality samples soon after collection of samples from IRCTC Kitchen Units.
4. It will be the responsibility of the laboratory to maintain complete secrecy of the samples given for testing.
5. **Development of Mobile Application:** A basic IRCTC exclusive mobile application will be developed by the agency for providing paperless sample testing reports and other audit reports within 15 days of date of issue of Letter of Award.
6. **Reporting Methodology:** The reporting methodology are to be app based. Agency will have to submit the food sample testing reports as well as others required reports in the mobile application only in digitalized format and in hard copy for each of the kitchen units whenever required by Zone.
7. Concerned lab shall have to summarize the lab report as per the Quality Requirements of relevant specifications with detailed analysis and also bring out specifically whether the particular food material found conforming to the relevant specification (FSSAI) and is fit for human consumption or otherwise in clear terms.
8. The tested samples shall have to be preserved at least for 30 days after dispatch of test report.
9. **Recognition & Validity of Laboratories:** It will be responsibility of laboratories to which tender has been awarded to ensure the recognition and validity of lab by FSSAI during the currency of contract.
10. The place of deployment, schedule and timings will be decided by IRCTC Zones for FSS. For the purpose firm will co-ordinate with nominated official by IRCTC Zonal Office.
11. Zonal GGMs are authorized to change the location for deployment of Food Safety Supervisors within the Zone as per operational requirement subject to the no additional cost in consultation with the firm.
12. The bidder shall render services for the awarded quantity at the accepted rate.
13. IRCTC reserves the right to reject or accept any E-tender in whole or in part on account of credentials, technical capability, past performance or any other evaluation criteria to ensure uninterrupted services. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for the decision.



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14. The Bidder shall be required to enclose certified copy of valid NABL accreditation certificate along with copy of NABL scope for carrying out microbiological/chemical/physical tests etc. as specified by FSSAI from time to time (as the case may be) of food items. Copy of the valid certificate should be provided from time to time during the validity of the contract.

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**Annexure III****SCHEDULE OF WORK– Food Safety Supervisor**

As per Section 16(3) h of the Food Safety and Standards Act, 2006, FSSAI has decided that training of persons involved in food business employees or otherwise is essential. To implement these, each Food Business Operator needs to have at least one trained & certified person in their business premises to ensure food safety.

IRCTC intends to deploy Food Safety Supervisor (FSS) at each of the 200 kitchen units with Scope of 30+/- % during the currency of contract, depending upon the actual requirements of the organization.

The successful NABL accredited Lab shall deploy Food Safety Supervisor (FSS) in each Kitchen unit of IRCTC. Food Safety Supervisor (FSS) should be a Diploma/Graduate (Food Tech./Food Science/Micro Biology, etc). The obligations of successful NABL Lab and the scope of work for deployment of Food Safety Supervisor (FSS) shall be as under:

**Work profile of full time Food Safety Supervisor at production Unit,****I. Create Framework:**

1. Create Internal Quality Standards as per FSSAI Guidelines
2. Create SOP for all Food Safety Areas
3. Create checklist for food operations
4. Create Monthly/Quarterly Summaries of deficiency noticed and rectified or not rectified.

**II. Documentation:**

1. Make the FSMS Plan
2. Standard operating procedures (SOP) for operations
3. Checklist / records to verify systems are followed
4. Compliance check on Vendor FSSAI license

**III. Training - Implementation:**

1. Train Stakeholders (cooks, helpers, Housekeeping manpower etc) on SOP's and Formats
2. Training and Information on FSSAI guidelines, Amendments etc for caterers
3. Train on Good Manufacturing Practices & Good Hygiene Practices
4. Train food handlers in basic food safety and personal hygiene
5. Train the Trainer
6. Training of management on Food Safety Management System Plan

**IV. Monitor:**

1. Carry out Daily Audit, Weekly Audit and Monthly Audit
2. Review and follow up – corrective actions for Gaps / Non conformities
3. Create Corrective and Preventive Action (CAPA) Reports
4. Review CAPA Reports for NC Closures
5. Monitor & review Training Records
6. Monitor & review of food production by Vendor
7. Monitor & review of food packaging is being done following correct procedures to avoid any failure
8. Monitor & review Vendor on food transporting process

**V. Reports:**

1. Daily Work Report
2. Weekly Snapshot
3. Monthly Presentation



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4. Quarterly Review

**VI. Benchmarking:**

1. Site performance (Month to Month)
2. Intra site performance (Quarter to Quarter)
3. Industry Benchmarking Report (Yearly)

**VII. Troubleshooting:**

1. Single point contact for all queries related to Food Safety and FSSAI Compliance
2. In case of non-conformities, root cause analysis and follow up on corrective measures
3. Conduct monthly vendor meetings at Client Site.

**Obligations of NABL accredited Lab**

- Deploy one Food Safety Supervisor at Kitchen Unit.
- Food Safety Supervisor will be in lab attire (lab coat, head gear, etc.) on duty.
- Duty hours of FSS may vary according to requirement i.e. timings of preparation of major meal, training schedule or sanitation schedule.
- A provision of Rest giver on weekly off to FSS shall be arranged.
- Firm should comply with labor laws of the land.
- The selected NABL lab's Food Safety and Regulatory Team will Support On-site FSS in terms of Knowledge and Process Intelligence and provide necessary support, if required, for FSSAI Compliance and Food Safety to the FSS and IRCTC.
- NABL Lab will keep all the reports and remarks made confidential.
- Non-Disclosure Agreement shall be signed for maintaining confidentiality.
- Shall support for Expertise in matters of concern with regards to
  - FSMS Plan for all the premises
  - Certificate of Food Safety and Compliance
  - Training on Good Manufacturing Practices& Good Hygiene Practices
- Firms/Labs will provide the sterilized containers (if required) for sample collection purposes.
- Safe keeping of collected sample will be the responsibility of the firm.
- Proper sample collection techniques should be followed to ensure sample is good for testing.
- Labs will carry out the specified Testing and submitted within the stipulated period as per Special conditions of contract, clause no 1.
- Procedure for collection of samples for analysis: (To be carried out by the contracted firm)
- The samples for analysis are to be properly labeled and the parcel is to be properly addressed. The label on any sample of food sent for analysis has to bear,
  - i. Code number of the sample
  - ii. Name& designation of the IRCTC authorized official for handing over the sample to the firm.
  - iii. Date and place of collection
  - iv. Nature of articles/food being sent for analysis
  - v. Name & signature of the witness
  - vi. Name and designation of the official from the service provider whom the samples were handed over.
- The samples to be sent for analysis in its original condition without opening the package.

**VIII.** The work would be considered complete once the Analysis / Audit / Inspection Reports are handed over to the Client.





# ANNEXURE- IV

## SCHEDULE OF WORK – Food Sample Testing

SN	Particulars	Examples	Type of Test/ Parameter	Number of samples per Kitchen Unit
1	Personal Hygiene	Food Handlers (Swab)	Total Viable Count, Coliforms	1(one) per month
2	Hygiene of Equipments/tables etc.	Equipment/ Table (Swab)	Coliform and Total Viable Count	1(one) per month
3	Store/Raw Material Testing	Atta, Maida etc.	Moisture, Ash, Aia Gluten, alcoholic, Acidity	1(one) per month
		Pulse, Rice etc.	Moisture, Foreign Matter, Extraneous Matter, other Edible Grain, Weevilled Grain, Damage Grains, Uric Acid, Aflatoxin	1(one) per month
		Salt, Sugar etc.	Extraneous Matter (Sugar), Sucrose (Sugar), Moisture, Sodium chloride as NaCl, Soluble Matter in water, matter soluble in water other than NaCl	1(one) per month
4	Spice (Whole & Powder)	Cinnamon, Cumin, Coriander Whole, etc.	Extraneous Matter, Light Berries, Pinheads or Broken Berries, Bulk density, Moisture, Salmonella, Insect damaged matter, infestation,	1(one) per month
5	Spice (Whole & Powder)	Red Chili Whole/powder	Sudan Dye	1(one) per month
6	Vegetables and fruits	Apple, Banana, potato etc.	Total Viable Count, Coliforms Count, E. Coli, Visible Decay and spoilage	1(one) per month
7	Milk Products	Milk, Cream, Curd, Ice Cream, Paneer etc.	Total Viable Count, Coliforms Count, Salmonella, S. Aureus, Shigella, Yeast and Mould Count, Listeria Monocytogenes, Anaerobic spore count, Fat Content, Milk protein in Milk solids not fat, moisture%	1(one) per month
8	Meat Products	Egg, Fish, Chicken etc.	Total Viable Count, Coliform Count, E. coli, Salmonella, S. Aureus,(Microbiological Safety)	1(one) per month
9	Cooked Food Testing	Matar Paneer, Yellow Dal or any other prepared dish (especially for trains) etc.	Total Viable Count, Coliform Count, E. Coli, Salmonella, S. Aureus, (Microbiological Safety)	Four samples On every fourth day
10	Water testing	Potable water	E. coli Coliform	One per month

Parameters of test should conform to FSSAI norms, order/notifications (Quality Assurance Division) from time to time, certifying food is fit for human consumption.

Samples are to be collected by the firm from Kitchen Unit(s) as per schedule of work or as intimated by the Catering In-charges of the unit.

The laboratories shall have all the facilities to carry out the tests of various food items/ articles as per relevant specifications complying with FSSAI - Food Safety and Standards (Laboratory and Sample Analysis) Regulation, 2011 or any amendments thereafter.

The number of samples may vary from time to time depending upon the requirement.



OFFER FORM

**Joint General Manager/Quality.  
IRCTC, 10<sup>th</sup> floor, Statesman House Building,  
Barakhamba Road,  
New Delhi-110001.**

**Tender No.:2024/IRCTC/CO/Quality/FSS/01**

**Subject: Deployment of Food Safety Supervisors (FSS) and Lab Testing of Cooked Food and Raw Material, etc. for a period of one year, at 200 kitchen units of Indian Railway Catering and Tourism Corporation Ltd.**

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 services 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 E-tender(s) 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 E-tender, cancel the Contract or revoke the same at any time without assigning any reason whatsoever.
- c) I / We further agree to execute an agreement to abide by the standard and special conditions of Contract for the subjected services. 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 and E CMD, 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 for a period of three years.

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



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**Name:**

**Address:**

**Telephone, fax number:**

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

**Authorized signatory**

**Name. Designation and seal**

**Address:**

**Date:**

**Place:**

**With Kind regards**

**For \_\_\_\_\_ (name of the Company/Organisation)**

**Signature of the Authorized signatory and Company/Organisation Seal**

**(Name of the authorized signatory)**

**Address:**



### INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the integrity pact) is made on \_\_\_\_ day of \_\_\_\_, 2024 between Indian Railway Catering & Tourism Corporation Limited (hereinafter referred as “IRCTC”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns.

And

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

### Preamble

The IRCTC intends to award, under laid down organizational procedures. Contract/s for (Tender No.) .....The IRCTC values full compliance with all relevant laws of the land, rules, regulations. Economic use of resources and of fairness/transparency in its relations with its bidder(s) and / or contractor(s).

In order to achieve these goals, the IRCTC has appointed Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1- Commitments of the IRCTC**

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

### **Section 2- Commitments of the Bidder(s)/Contractor(s)**

- 1) The Bidder(s)/Contractor(s) commit themselves to take all measure to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the IRCTC’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.



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- (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or document provided by the IRCTC as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign IRCTCs, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - (e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - (f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
  - (g) The Bidders(s)/Contractors to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
  - (h) In case of a Joint Venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all the sub-contractors also sign the IP.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3- Disqualifications from tender process and exclusion from future contracts**

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

**Section 4 - Compensation for Damages**

- 1) If the IRCTC has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the IRCTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) IRCTC is entitled to terminate the contract according to section 3, the IRCTC shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5- Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with





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any public sector enterprises in India that could justify his exclusion from the tender process.

- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business dealings”.

**Section 6- Equal Treatment of all Bidders/Contractors/ Subcontractors**

- (1) In case of sub-coordinating, the IRCTC contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.
- (2) The IRCTC will enter in to agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The IRCTC will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

**Section 7- Criminal charges against violating Bidder(s) /Contractor(s) / Subcontractor(s)**

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

**Section 8- Independent External Monitor**

- (1) The IRCTC appoints competent and credible Independent external monitor for this pact after approval by Central Vigilance Commission. The task of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The IRCTC has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
  - a) Shri Apurva Varma, IAS (Red.) as IEM/IRCTC E-mail: - [apurvavarma1@gmail.com](mailto:apurvavarma1@gmail.com)
  - b) Shri Bharat Prasad Singh. IFoS (Red.) as IEM/IRCTC E-mail: - [bps.arunabh@gmail.com](mailto:bps.arunabh@gmail.com)
- (3) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/Contractors as confidential. He/ She reports to the CMD IRCTC.
- (4) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the IRCTC including that provided by the Contractor. The Contractor will also grant the Monitor upon his/her request and demonstration of a valid interest, unrestricted the unconditional access to their project documentation. The same is applicable to sub-contractors.
- (5) The Monitor is under contractual obligation to treat the information and documents of the bidder(s)/ contractor(s)/ Sub contractor(s) with confidentiality. The Monitor has also signed declaration on ‘Non-Disclosure of confidential Information’ and of ‘Absence of conflict of interest’. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, IRCTC and rescue himself/herself from that case.
- (6) The IRCTC will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the



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contractual relations between the IRCTC and the contractor. The parties offer to the Monitor the option to participate in such meetings.

- (7) As soon As the monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the management of the IRCTC and request the management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (8) The Monitor will submit a written report to the CMD, IRCTC within 8 to 10 weeks from the date of reference or intimation to him by the IRCTC and should the occasion arise, submit proposals for correcting problematic situations.
- (9) If the monitor has reported to the CMD IRCTC, a substantiated suspicion of an offence under relevant IPC/PC ACT, and the CMD IRCTC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (10) The Word 'Monitor' would include both singular and plural.

**Section 9- Pact Duration**

This pact begins when both parties have legally signed it, It expires for the contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

**Section 10- Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the IRCTC, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure-, the clause in the Integrity Pact will prevail.
- (7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bond manner. However, not more than five meeting shall be held for a particular dispute resolution, the Fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.



\_\_\_\_\_  
(For & On behalf of the IRCTC)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place .....

Date .....

Witness 1:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**FINANCIAL BID**

To,  
Joint General Manager /Quality  
Indian Railway Catering and Tourism Corporation Ltd.  
10<sup>th</sup> floor, Statesman House Building,  
Barakhamba Road, New Delhi-110001.

**E-Bid No.: 2024/IRCTC/CO/Quality/FSS/01**

**Subject:** E-tender for deployment of Food Safety Supervisors (FSS) and Lab Testing of Cooked Food and Raw Material, etc. for a period of one year, at 200kitchen units of Indian Railway Catering and Tourism Corporation

- a. I/We accept the terms and conditions mentioned in the Tender Document(s) which have been clearly understood by me/us.
- b. I/We have duly signed on each page of the E-tender Document(s) and remitted EMD(s).
- c. I/We understand that IRCTC reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
- d. I/We understand that bidder has to quote for Rates for deployment of one Food Safety Supervisor (FSS) in Kitchen Unit and Rate for total tests for one month(as per the frequency given in Annexure IV) for total 200 licensee Kitchen Units for one year.
- e. I/We understand that the bidder to provide individual price breakup for all the tests mentioned in Schedule of Work In annexure XII .
- f. I/We understand that the bidder to quote rates according to Indicative of Kitchen Units provided in Annexure IX And the final list of licensee kitchen units with detailed address will be provided by respective IRCTC Zonal offices after allotment of work.
- g. IRCTC reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
- h. I/We understand that Work for each Kitchen Unit shall be awarded to the lowest valid successful bidder.

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

**Note:** In case of discrepancy in the amount quoted in figure and words, the amount written in words will be taken into consideration.

**Signature of Authorized  
representative of the firm**



### Financial Bid Format

Number of Kitchen Unit locations/Stations for deployment of FSS & Lab testing	Rate quoted for deployment of one FSS per month (in words) (In Rs.) (Exclusive of all applicable taxes)	Rate quoted for deployment of one FSS per month (in figures) (In Rs.) (Exclusive of all applicable taxes)	Rate quoted for lab testing of all tests per unit given in Annexure IV per month (in words ) (Exclusive of all applicable taxes)	Rate quoted for lab testing of all tests per unit given in Annexure IV per month (in figures) (Exclusive of all applicable taxes)	Total Rate i.e. rate of deployment of one FSS and Lab testing as per Annexure IV per unit per month (Exclusive of all applicable taxes) (column 3 +5)	Total Cost i.e. deployment of one FSS and Lab testing as per Annexure IV per unit for 12 months for 200 units (Exclusive of all applicable taxes) (Column 6) X 12 X 200
1	2	3	4	5	6	7
200						
Total Amount in figures In Rs. (Exclusive of all applicable taxes)						
Total Amount in words In Rs. (Exclusive of all applicable taxes)						

- The contract shall be awarded to the bidder offering Lowest total cost i.e. deployment of one FSS and Lab testing as per Annexure IV per unit for 12 months for 200 units (Exclusive of all applicable taxes)
- This form is to be filled electronically only.
- The list of base kitchen units will be provided by respective Zones after allotment of Work.
- Applicable taxes will be paid extra.
- The Bidder to provide individual price breakup for all the tests in Annexure IV in the attached format which is attached in Tender Document as annexure XII and the total cost must match with the rate quoted under “Column 4” of the above financial bid i.e. “Rate quoted for lab testing of all tests given in Annexure IV per month”
- A comprehensive list of Kitchen Units for deployment of Food Safety Supervisors has been provided as Annexure IX. However, the final list of 200 kitchen units from the above comprehensive list of kitchen units along with detailed address shall be provided by respective Zonal offices after allotment of work. The bidder to quote rates according to Indicative Kitchen Units provided in Annexure IX.

**Indicative list of licensee Kitchen Units for deployment Food Safety Supervisors is listed as under: (the final list with detailed address of the kitchen units are to be provided by respective IRCTC Zonal offices after allotment of work)**

SN	STATION
1	NEW DELHI
2	KANPUR
3	ITARSI
4	NAGPUR
5	VIRANGANA LAKSHMIBAI
6	VADODARA
7	MUMBAI CENTRAL
8	KOLKATA
9	PT. DEEN DAYAL UPADHYAYA JN
10	LUCKNOW
11	VIJAYAWADA
12	BALHARSHAH
13	KOTA
14	RANI KAMLAPATI
15	BHUSAVAL JN
16	PRAYAG RAJ
17	BHUBANESWAR
18	PUNE
19	BENGALURU
20	RAJAHMUNDRY
21	MORADABAD
22	SURAT
23	LUDHIANA
24	KATPADI
25	RATNAGIRI
26	AHMEDABAD
27	PATNA
28	MADGAON
29	VISAKHAPATNAM
30	SECUNDERABAD
31	AGRA
32	WARANGAL
33	AMBALA
34	GUWAHATI
35	MANMAD
36	BILASPUR
37	VARANASI
38	JAIPUR
39	NEW JALPAIGURI
40	VIZIANAGARAM
41	TATANAGAR

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42	RATLAM
43	ERNAKULAM
44	SOLAPUR
45	BARAUNI JN
46	MANAGALORE
47	ASANSOL
48	SALEM
49	RENIGUNTA
50	JABALPUR
51	AKOLA
52	GAYA
53	DURG
54	GORAKHPUR JN.
55	HUBLI
56	CHENNAI
57	SAMASTIPUR
58	GUDUR
59	GUNTAKAL
60	MALDA TOWN
61	RAIPUR
62	KATNI
63	KOZHIKKODE
64	SATNA
65	MGR CHENNAI
66	PANVEL
67	NEW BONGAIGAON
68	TUNDLA
69	AJMER
70	KATIHAR
71	RANCHI
72	VILLUPURAM
73	GWALIOR
74	NEW COOCHBEHAR
75	KHANDWA
76	GONDA JN.
77	JALANDHAR
78	ABU ROAD
79	KACHEGUDA
80	ONGOLE
81	NASHIK ROAD
82	TITILAGARH
83	BALASORE
84	MIRAJ
85	UJJAIN
86	BAREILLY
87	KHARAGPUR
88	THIRUVANANTHAPURAM

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89	PURI
90	DHANBAD
91	CHHAPRA JN.
92	ROURKELA
93	JAMMU
94	BIKANER
95	KAZIPET
96	MATHURA
97	ERODE JN
98	JASIDIH
99	JODHPUR
100	NANDURBAR
101	COIMBATORE
102	RANGIYA JN.
103	SULTANPUR
104	WADI
105	SAHARANPUR
106	BELAGAVI
107	TIRUCHCHIRAPPALLI
108	BINA
109	RAJKOT
110	SAWAI MADHOPUR
111	BHAGALPUR
112	INDORE JN.
113	YASVANTPUR
114	MUZAFFARPUR JN
115	ARSIKERE
116	GONDIA
117	NANDED
118	PATHANKOT CANTT
119	CUTTACK
120	JHARSUGUDA
121	LUMDING
122	AMRITSAR
123	KOLLAM JN
124	MADURAI
125	NELLORE
126	NSC BOSE J GOMO
127	MYSORE
128	BRAHMAPUR
129	KHURDA ROAD
130	TIRUNELVELI
131	DIBRUGARH
132	AYODHYA CANTT
133	GANDHIDHAM
134	PALASA

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135	HARIDWAR
136	KALYAN JN
137	TIRUPATI
138	GUNA
139	HIJLI
140	JOLARPETTAI JN
141	KOCHUVELI
142	SHAHNOL
143	DHARMAVARAM
144	KODERMA
145	DHONE
146	ALWAR
147	GUNTUR
148	HAJIPUR JN.
149	MAHESANA JN
150	NIZAMABAD
151	BADNERA
152	NARKATIAGANJ JN
153	PERAMBUR
154	SAMBALPUR
155	DAUND
156	RAMPURHAT
157	BADARPUR
158	KAMAKHYA
159	SHORANUR
160	VASAI
161	KISHANGANJ
162	KALKA
163	ALIPURDUAR JUNCTION
164	BHADRAK
165	NEW ALIPURDUAR
166	AGARTALA
167	BOLPUR
168	NEW HALFLONG
169	RAJENDRA NAGAR
170	REWARI
171	ADRA
172	WARDHA
173	ETARSI
174	CHANDIGARH
175	HAPA
176	MERTA ROAD
177	SURENDRANAGAR
178	AISHBAGH
179	ALIGARH
180	BOKARO STL CITY



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181	DAHOD
182	PHULERA
183	RAYAGADA
184	GARHWA ROAD
185	BELLARY
186	CHHAYAPURI
187	SAUGOR
188	UDUPI
189	CHAPRA
190	GHAZIPUR
191	HISAR
192	KANNUR
193	ROHTAK
194	THRISUR
195	ETAWAH
196	FARRUKHABAD
197	JAUNPUR
198	SAINAGAR SHIRDI
199	VIJAYAPURA
200	SIWAN
201	DAVANGERE
202	NAGDA
203	SANT HIRDARAM
204	MEERUT
205	CHAPARMUKH
206	KIUL JN.
207	FEROZPUR
208	ANUPPUR
209	KATHGODAM
210	PALAKKAD JN
211	SITAPUR
212	KATRA
213	DEHRADUN
214	MARWAR
215	MIRZAPUR
216	CHAKRADHARPUR
217	JAYNAGAR
218	LALITPUR
219	LOHARU JN
220	MAKRANA
221	MAKSI
222	MANIKPUR
223	SILCHAR
224	BARKA
225	JALGAON
226	KOTTAYAM

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227	NAGARCOIL
228	RAICHUR
229	USLAPUR
230	ANANTAPUR
231	AURANGABAD
232	BALLIA
233	DANKUNI
234	MARIANI
235	NEW TINSUKIA
236	PANIPAT
237	PURNA
238	RAIGARH
239	VERAVAL
240	SORANUR
241	BANDA
242	JALNA
243	JAMNAGAR
244	MAU
245	SINGRAULI
246	TAMBARAM
247	BETUL
248	DEORIA SADAR
249	JAMALPUR
250	KRISHNARAJAPURAM
251	GONDA JN
252	HAPUR
253	DARBHANGA
254	OKHA
255	ANGUL
256	BANKHURDA ROAD JN
257	BAYANA
258	BOTAD
259	DIMAPUR
260	HOJAI
261	KANNIYAKUMARI
262	KASARAGOD
263	MA BELHA DEVI DHAM PRATAPGARH JUNCTION
264	SANTRAGACHI
265	AMORADABAD ANDORA
266	PATLIPUTRA
267	AHMED NAGAR
268	BHAGAT KI KOTHI
269	BHARUCH
270	BIDAR
271	CHITTORGARH



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272	CUDDAPAH
273	DANAPUR
274	DINDIGUL
275	ELURU
276	HASSAN
277	SHAHGANJ
278	VAPI
279	VIRAMGAM
280	SHAHJAHANPUR
281	ANAKAPALLE
282	CHOPAN
283	KURNOOL CITY
284	SILIGURI JN
285	VALSAD
286	GOMOH
287	ARA JN.
288	DUNGARPUR
289	JHAJHA
290	MAHUA JN
291	MAYILADUTURAI
292	NARASAPUR
293	REWA
294	SAMALKOT
295	SURATGARH
296	MADHUPUR
297	ANNAD JN
298	BHAVNAGAR
299	NAJIBABAD
300	PHALODI
301	RAMANATHAPURAM
302	ROORKEE
303	SRIKAKULAM ROAD
304	THAWE
305	UDAIPUR
306	VASCO DA GAMA
307	AMLA
308	BARODA
309	BARPETA ROAD
310	BATHINDA
311	CHUNAR
312	DHURI
313	DIGHA
314	GHORAKPUR
315	GYANPUR ROAD
316	KORBA
317	MOKAMA



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318	MORAVI
319	MURI
320	NANDYAL JN
321	NEW AMRAVATI
322	PALANPUR
323	RAEBARELI
324	RANGAPARA NORTH
325	RAXAUL JN.
326	SAHIBGANJ
327	SIKAR
328	SIRSA
329	DURGAPUR
330	DUVVADA
331	FALNA
332	HOSAPETE JN
333	KASGANJ
334	NIMACH
335	SASARAM
336	UDHAMPUR
337	BHIMAVARAM TOWN
338	KAKINADA TOWN
339	KARWAR
340	NIDADAVOLU
341	SABARMATI
342	SHRI GANGANAGAR
343	TUNI
344	VIKARABAD
345	AMALNER
346	BARABIL
347	BARMER
348	GODHRA
349	HINDUPUR
350	JAGDALPUR
351	JAISALMER
352	KENDUJHARGARH
353	MAHBUBNAGAR
354	SIRPUR KAGAZNGR
355	UDHNA
356	BANMANKHI
357	BHATNI
358	SADULPUR JN
359	BEOHARI
360	BHARATPUR
361	GURGAON
362	HARDOI
363	KALBURGI

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364	KURDUWADI
365	LAKSAR JUNCTION
366	LINGAMPALLI
367	MALKAPUR
368	NARSINGHPUR
369	RADHANPUR
370	RISHIKESH
371	SATARA
372	SENGOTTAI
373	ARAKKU
374	BARADIGHI
375	BARSOI JN.
376	BELAMPALLI
377	BHILWARA
378	BIRUR
379	BIYAVRARAJGARH
380	CHAKIA
381	CHALSA
382	CHIKJAJUR
383	CHIPLUN
384	DEOGHAR
385	DWARKAGANJ
386	EKTA NAGAR
387	HALDIBARI
388	HARMOTI
389	HATHRAS
390	IGATPURI
391	JAPLA
392	KAYANKULAM JN
393	KHADAPA
394	KHAGARIA JN.
395	KHAMMAM
396	KIRANDUL
397	KOKRAJHAR
398	KRATNAGIRIT
399	LALGARH
400	MAJRI
401	MAKOLA JN
402	MEHSANA
403	NADIAD
404	NAHARLAGUN
405	NAINPUR
406	PNU
407	PORBANDAR
408	PUDUCHERRY
409	RAMESWARAM

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410	RAMGARH CANTT
411	RENUKUT
412	SAHARSA
413	SAI P NILAYAM
414	SHRI MAHAVEERJI
415	SONBHADRA
416	MANDI DHANAURA
417	PATHARKANDI
418	SHIMLA
419	ASARWA
420	BALANGIR
421	BANGARAPET
422	BHIWANI
423	BUXAR
424	CHIRALA
425	CHURU
426	DADAR
427	DHARWAD
428	DONAKONDA
429	GANDHINAGAR
430	HYDERABAD DECCAN NAMPALLY
431	KANNAUJ
432	KATWA
433	KHAJURAHO
434	KORAPUT
435	LAL KUAN
436	LALKUAN JN
437	LATUR
438	LONDA
439	MANDSOR
440	MANSI JN
441	NADIKUDI
442	NAUTANWA
443	NETAJI SUBHASH CHANDRA BOSE ITWARI
444	NEW FARAKKA
445	PARBHANI JN
446	PARLI VAIJNATH
447	PURULIA
448	RAMNAGAR
449	RATANGARH
450	RINGAS
451	SAINTHIA
452	SEHORE
453	SRI SATHYA SAI PRASANTI NILAYAM
454	TANDUR

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455	TULSIPUR
456	TUTICORIN
457	BANDIKUI
458	JIND
459	KARNAL
460	MACHILIPATNAM
461	MORENA
462	SANGRUR
463	ADILABAD
464	ALLEPPEY
465	AMBIKAPUR
466	AMETHI
467	AMRAVATI
468	AZIMGANJ JN
469	BADSHAHNAGAR
470	BALLARI
471	BALRAMPUR
472	BARHNI
473	BHADRACHALAM ROAD
474	BHIND
475	BHOJUDIH JN
476	BHUJ
477	CHANDERIYA
478	CHHANUPPURA
479	CHHINDWARA
480	CHIRIMIRI
481	DAHANU ROAD
482	DANGOAPSI
483	DEGANA
484	DHULE
485	FATEHPUR
486	GODDA
487	GUDIVADA JN
488	GULBARGA
489	HIMMATNAGAR JN.
490	JUNAGARH ROAD
491	KARAIKKUDI
492	KARIMNAGAR
493	KOPARGAON
494	KOSGI
495	KUPPAM
496	LADNUN
497	LAKHIMPUR
498	MADANAPALLE ROAD
499	MADHUPUR
500	MAHASAMUND

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501	MAHOBA
502	MANNARGUDI
503	NALGONDA JN
504	NARKHER
505	NEW MAL JN.
506	ORAI
507	PALGHAR
508	PALI MARWAR
509	PANSKURA
510	PARALAKHEMUND
511	PATIALA
512	PIPARIYA
513	RADHIKAPUR JN
514	REPALLE
515	RUTHIYAI
516	SAMDARI
517	SANGLI
518	SHAJAPUR
519	SITAMARH
520	SOGARIA
521	SONIPAT
522	SRIRPUR TOWN
523	SUJANGARH
524	SULTANPUR LODI
525	TORI JN
526	VELLANKANNI
527	VYARA
528	YADGIR
529	YERRAGUNTLA
530	BAHRAICH
531	BASTI
532	BHATINDA
533	GANGAPUR CITY
534	GOVINDPURI
535	HALDIA
536	HARDA
537	HAZUR SAHIB NANDED
538	KATHUA
539	KHORASON ROAD
540	LAKHMINIA
541	MUZAFFARNAGAR
542	NAJIBABAD JN
543	NANGAL DAM
544	NARWANA
545	NAWEGAON
546	NIM KA THANA
547	RURA
548	SEONI
549	SHAHPUR PATOREE



## Annexure X

**Bid Security Declaration**

**“I/We hereby understand and accept that I/We withdraw or modify my/our bids during the period of validity, or if we are awarded the contract and on being called upon to Submit the performance security/ Security Deposit, fail to submit the performance security/Security Deposit, before the deadline defined in the request for bid document/Notice Inviting Bid, I/we shall be debarred from exemption of submitting Bid Security/ Earnest Money Deposit and performance security/ Security deposit for a period of 6 (six) months, from the date I/we are declared disqualified from exemption from Submission of EMD/SD, for all Bids for procurement of goods/Works/services/consultancy etc. issued by any unit of IRCTC published during this period”.**

**UNDERTAKING**

(To be submitted on the firm`s/Company Letter Head)

This is to certify that I/we. .... (Name of the firm) are not black listed or debarred by IRCTC or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids.

**Authorized signatory****Name. Designation and seal****Address:****Date:****Place:**

**Cost of Individual Food Sample Testing**

SN	Particulars	Examples	Type of Test/ Parameter	Number of samples per Kitchen Unit	Cost of the Test Excluding applicable taxes
1	<b>Personal Hygiene</b>	Food Handlers (Swab)	Total Viable Count, Coliforms	1(one) per month	
2	<b>Hygiene of Equipments/tables etc.</b>	Equipment/ Table(Swab)	Coliform and Total Viable Count	1(one) per month	
3	<b>Store/Raw Material Testing</b>	Atta, Maida etc.	Moisture, Ash, Aia Gluten, alcoholic, Acidity	1(one) per month	
		Pulse, Rice etc.	Moisture, Foreign Matter, Extraneous Matter, other Edible Grain, Weevilled Grain, Damage Grains, Uric Acid, Aflatoxin	1(one) per month	
		Salt, Sugar etc.	Extraneous Matter (Sugar), Sucrose (Sugar), Moisture, Sodium chloride as NaCl, Soluble Matter in water, matter soluble in water other than NaCl	1(one) per month	
4	<b>Spice (Whole &amp; Powder)</b>	Cinnamon, Cumin, Coriander Whole, etc.	Extraneous Matter, Light Berries, Pinheads or Broken Berries, Bulk density, Moisture, Salmonella, Insect damaged matter, infestation,	1(one) per month	
5	<b>Spice (Whole &amp; Powder)</b>	Red Chili Whole/powder	Sudan Dye	1(one) per month	
6	<b>Vegetables and fruits</b>	Apple, Banana, potato etc.	Total Viable Count, Coliforms Count, E. Coli, Visible Decay and spoilage	1(one) per month	
7	<b>Milk Products</b>	Milk, Cream, Curd, Ice Cream, Paneer etc.	Total Viable Count, Coliforms Count, Salmonella, S. Aureus, Shigella, Yeast and Mould Count, Listeria Monocytogenes, Anaerobic spore count, Fat Content, Milk protein in Milk solids not fat, moisture%	1(one) per month	
8	<b>Meat Products</b>	Egg, Fish, Chicken etc.	Total Viable Count, Coliform Count, E. coli, Salmonella, S. Aureus, (Microbiological Safety)	1(one) per month	
9	<b>Cooked Food Testing</b>	Matar Paneer, Yellow Dal or any other prepared dish (especially for trains) etc.	Total Viable Count, Coliform Count, E. Coli, Salmonella, S. Aureus, (Microbiological Safety)	Four samples On every fourth day	
10	<b>Water testing</b>	Potable water	E.coli Coliform	One per month	
<b>Total Cost (In Rs.) Excluding applicable taxes</b>					

**\*\*The Bidder to provide individual price breakup for all the tests in Annexure IV in the attached format which is attached in Tender Document as annexure XII and the total cost must match with the rate quoted under “Column 4” of the above financial bid i.e. “Rate quoted for lab testing of all tests given in Annexure IV per month”**



**Self declaration**  
**(To be submitted on the Letter Head of bidder)**

**Subject: Declaration for having experience to carry out similar nature of work i.e. deployment of Food Safety Supervisors (FSS) and Lab Testing of Cooked Food and Raw Material, etc. i.e. 2021-22, 2022-23 & 2023-24.**

&

**Declaration of carrying out one similar nature of work i.e. deployment of Food Safety Supervisors (FSS) and Lab Testing of Cooked Food and Raw Material, etc with minimum value of Rs. 3.1 crs and in case of MSE Bidders, Minimum value required is of Rs. 77.50 Lakhs in any of the last three financial years i.e. 2021-22, 2022-23 & 2023-24.**

**Tender Reference No: 2024/IRCTC/CO/Quality/FSS/01**

I, ....., S/o Sh. ...., aged about .....years, Prop/authorized signatory of..... do hereby solemnly affirm and declare as follows:-

The experience to carry out similar nature of work i.e. deployment of Food Safety Supervisors (FSS) and Lab Testing of Cooked Food and Raw Material, etc in last three financial years i.e. 2021-22, 2022-23 & 2023-24 along with carrying out one similar nature of work i.e. deployment of Food Safety Supervisors (FSS) and Lab Testing of Cooked Food and Raw Material, etc with minimum value of Rs. 3.1 crs and in case of MSE Bidders, Minimum value required is of Rs. 77.50 Lakhs in any of the last three financial years i.e. 2021-22, 2022-23 & 2023-24 is as under:

<b>Table A</b>			
<b>Financial Information (in INR)</b>			
Financial Years	2023-24	2022-23	2021-22
Name of Project			
Name of Client			
Scope of Project			
Details of work orders/LOA/ Work Completion Certificate			
Period of Management/ operation (From - To)			
Work value in Rs.			
<b>Table B</b>			
Details of carrying out one similar nature of work i.e. deployment of Food Safety Supervisors (FSS) and Lab Testing of Cooked Food and Raw Material, etc with minimum value of Rs. 3.1 crs in any of the last three financial years i.e. 2021-22, 2022-23 & 2023-24 and in case of MSE Bidders, one similar nature of work i.e. deployment of Food Safety Supervisors (FSS) and Lab Testing of Cooked Food and Raw Material, etc with minimum value of Rs. 77.50 Lakhs in any of the last three financial years i.e. 2021-22, 2022-23 & 2023-24	Details of carrying out one similar nature of work in any of the last three financial years i.e. 2021-22, 2022-23 & 2023-24		
	Name of Project		
	Name of Client		
	Scope of Project		
	Details of work orders/LOA/ Work Completion Certificate		
	Period of Management/ operation (From - To)		
	Work value in Rs.		

**Note:**

1. The bidder may add rows to submit details in case bidder wants to submit more than one work orders/LOA/ Work Completion Certificate for the same financial year.
2. To substantiate the above information /submission, the bidder is required to submit the copy of the work orders/LOA/ Work Completion Certificate.
3. Non submission of the supporting documents as mentioned in para 1 above, will result in technical disqualification of the bidder.

Signature of the Authorized Signatory:

Name of the Firm:

Seal:

