



INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTDE-LIMITED TENDER DOCUMENT

TENDER NO.: 2024/IRCTC/NZ/Catg/Proc/Cake/RC dt. 15.11.2024

Rate contract through E-Tender for supply of **Cake** to the Departmental Catering Units of Indian Railway Catering and Tourism Corporation Ltd. under North Zone for a period of **Three Months**

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


SN	Requirements	Details
1	Tender Number	2024/IRCTC/NZ/Catg/Proc/Cake/RC dt. 15.11.2024
2	Scope of Work	Supply of Cake to the Departmental Catering Units of Indian Railway Catering and Tourism Corporation Ltd. under North Zone
3	Location(s)	Units under North Zone
4	Validity of Contract	Three Months
5	Approximate 3 Months Requirement	3600 Pkts. (Mixed Variety)
6	Value of the contract (approximate)	Rs. 81,000
7	EMD (2% of contract value)	Rs. 1,620
8	Last Date and Time for Submission of Bid	<u>25.11.2024 at 12.00 HRS</u>
9	Last Date and Time for Opening of Bid	<u>25.11.2024 at 12.15 HRS</u>

1. This Notice Inviting E-Tender is also available at IRCTC Website www.IRCTC.com.
2. Micro & Small Enterprise are exempted from submission of EMD as per Public Procurement Policy order 2012 subject to submission of valid MSE certificate as approved by the Ministry of MSME.
3. Corrigendum/Addendum to this Tender, if any, will be published on website www.IRCTC.com, www.tenderwizard.com/IRCTC, newspaper press advertisement shall not be issued for the same.
4. For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/IRCTC, please contact at tenderwizard.com helpdesk no. 011- 49424365 or cell no. +91-8800115628/+91-8800107755.
5. IRCTC reserves the right to reject any or all the tenders without assigning any reason thereof.

2024/IRCTC/NZ/Catg/NZ/Catg/Proc/Cake/RC

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IRCTC

DISCLAIMER

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

IRCTC

PREAMBLE

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

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

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

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



IRCTC



INDIAN RAILWAY CATERING AND TOURSİM CORPORATION LTD.

(A Government of India Undertaking)

E-TENDERING MODE ONLY

NOTICE INVITING TENDER

Sub: Submission of E-Tender for supply of Cake to Departmental Catering Units of Indian Railway Catering and Tourism Corporation Limited (IRCTC) under North Zone for a period of Three Months.

Ref: TENDER NO.: 2024/IRCTC/NZ/Catg/Proc/Cake/RC dt. 00.00.2024

TENDER SCHEDULE:

Last Date and Time of Online Submission	25.11.2024 at 12.00 HRS
Date and Time of Opening of Tenders	25.11.2024 at 12.15 HRS
Place of Opening of Tender	Indian Railway Catering and Tourism Corporation Ltd. North Zone Office: Rail Yatri Niwas Building, New Delhi Rly. Station complex, Ajmeri Gate side, New Delhi-110002

1. Bids are required to be submitted only by online mode through website www.tenderwizard.com/IRCTC in **single bid**. The Bid (As per Annexure-IV) will contain all signed and scanned documents those are required for particular tender.
2. If **25.11.2024** is declared a holiday the tender will be opened at the same time on the next working day.
3. The successful Tenderer shall be intimated about the Award of Work, through Tender Wizard and EMD (if any) of other Tenderers shall be returned without any interest on the amount deposited within 90 days of opening of Tender. No interest shall be payable on EMD.
4. Bids submitted without EMD (if any), Seal and Pre — qualification requirement etc. as mentioned in tender document shall be summarily rejected.
5. IRCTC/North Zone will not be responsible for any late/ delay in online submission of Bid after the date and time of submission of Tender.
6. Fax/Telex/ Telegraphic offers will not be accepted.
7. The Tender shall remain open for acceptance for 120 days from the date of opening of tender.
8. Indian Railway Catering and Tourism Corporation Ltd. reserves the right to reject any/all Tenders without assigning any reason and shall not be bound to accept lowest tender.
9. **These Tender Contains 20 nos of pages**

For Indian Railway Catering and Tourism Corporation Ltd.

2024/IRCTC/NZ/Catg/NZ/Catg/Proc/Cake/RC



INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

(A Government of India Undertaking)

INSTRUCTIONS TO TENDERERS

The Indian Railway Catering and Tourism Corporation Ltd. hereinafter called the Purchaser, proposes to obtain E- tenders from the firms for supply of **Cake**:

1.0 General:

a) Validity of Bid:

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

b) Tender Evaluation

During tender evaluation, IRCTC may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and response shall be in writing, and no change in the price or substance of the tender shall be sought, offered or permitted. **Tender will be evaluated on the basis of rate quoted by the bidder in the financial bid. IRCTC reserves the right to accept tender as deemed fit.**

Rates:

1. The tenderers should quote **"FOR rates inclusive of all costs and exclusive of GST as applicable"** for delivery of item(s) at the destination (s). The offers with rates not quoted inclusive of all costs and GST are liable to be rejected.
2. Supplier has to ensure that packs sizes are available for delivery at all times.
3. The rates finalized against this tender shall be valid for a period of **Three Months** from the date of award of the Rate Contract or till the currency of the contract whichever is later.
4. The final rate quoted (i.e. F.O.R rate quoted inclusive of all costs and GST as applicable) would not be exceeding MRP printed on the packing during the currency of the contract.
5. Prior to the detailed evaluation, IRCTC will determine whether each tender document is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms.
6. If a bid is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the bidder by correction of the nonconformity. IRCTC's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by IRCTC in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.
7. IRCTC reserves the right to reject or accept any tender in whole or in part on account of credentials, technical capability, past performance or any other evaluation criteria to ensure uninterrupted supply of material. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for the decision.
8. **IRCTC reserves the right (a) to enter into parallel rate contract(s) simultaneously or at any time during the period of the rate contract with more Tenderers as IRCTC may think fit (b) Tenderers(s) for such quantity and such item as the Competent Authority of IRCTC (whose decision shall be final) may determine.**
9. IRCTC reserves the right to allot either full or partial quantities to the Tenderer.
10. The Tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may summarily, be rejected.

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

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

A. General

1. PARTIES:

The parties to the contract are the Party and the Purchaser.

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

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

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

For all purposes of the contract, including arbitration there under, the address of the Party mentioned in the tender shall be address to which all communications addressed to the Party shall be sent, unless the Party has notified change by a separate letter containing no other communication and sent by registered post acknowledgment due to IRCTC. The Party shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

2. CONTRACT:

This contract is for the supply of the materials of the description, specifications and in the quantities set forth in the contract/ acceptance of the tenders on the date or dates specified therein.

3. SECURITY DEPOSIT:

Unless otherwise agreed between IRCTC and Party, the Party shall, within 15 days after written notices of acceptance of the tender has been posted to the Party, deposit with the Corporation (in the form of **NEFT, RTGS,**) 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 of the total value of the materials detailed in the contract for which the tender has been accepted, subject to a maximum of Rs. 25,00,000/- as a security for the due fulfillment of the contract

If the Party, having been called upon by IRCTC to furnish security fails to make and to maintain a security deposit within the specified period, it shall be lawful for IRCTC-

- a) to recover from the Party the amount of such security deposit by deducting the amount from the pending bills of the Party under any other contract with IRCTC, or
- b) to cancel the contract at the risk and cost of bidder or any part thereof and to purchase or authorize the purchase of the materials at the risk and cost of the Party.

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

4. CONSEQUENCES OF DEFAULT

- a) IRCTC shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Party in the fulfillment or performance in all respect of the contract.
- b) 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, such as Non Supply, short supply, late supply.
- c) IRCTC shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Party under this or any other contracts with IRCTC.

5. EXECUTION OF CONTRACT:

- a. The delivery schedule will be given by the Catering Unit Incharge or any person authorized by him, at IRCTC Catering Units of mentioned stations. The supply can be had as and when required by the unit concerned
- b. The Party shall deliver the material at IRCTC Catering Units strictly according to the requirements intimated by the Catering Unit Incharge as the case may be during the currency of contract within agreed upon / reasonable period.
- c. Date and Time of delivery are the essence of the Contract: The time and the date specified in the contract or as extended for the delivery of the materials shall be of the essence of the contract and delivery must be completed not later than the date(s) so specified or extended.
- d. In case of non-compliance of the orders within reasonable time, the supply will be procured from the local market at the prevalent rates and in case of over payment etc., the recovery of such amount will be made from your subsequent bills/Security Deposit.
- e. On delivery of the material at the IRCTC premises, the Catering Unit In charge or his representative will inspect the supply and take over the supply if it is in accordance with the specifications and approved sample. The delivery challan of the Party will then be duly stamped and signed by the Chief Catering Inspectors or his representative as the actual net weight of the quantity taken over from the Party.
- f. The Party will be required to remove the rejected supplies immediately and replace the stocks within 24 hours of the time of rejection. If not removed during the time specified above, IRCTC shall have the right to dispose of the rejected supplies at the Party's risk and on his account.
- g. No consignment shall be treated as having been supplied until and unless it has been sampled and accepted by the consignee and the decision of IRCTC as regards quality or quantity of supplies delivered shall be final and IRCTC shall be entitled to reject any or all the supplies as unsuitable.
- h. The supply will be accompanied with challans in quadruplicate and original will be returned to you duly signed by the Catering Unit In charge or by his authorized representative of the concerned catering units.
- i. The quantities will be specified as and when required. The quantities shown on the tender form are only approximate and intended to give the tenderers an idea of the turnover they can expect. The IRCTC Administration reserves the right to order any quantity.
- j. The payment will be made only for actual quantities ordered from time to time by the appropriate authority for the prescribed material and supplied by the Party.

6. QUALITY & REJECTIONS

- I. Tenderers should send samples free of charge, of products offered by them as and when required/ demanded by IRCTC.
- II. Each supply should be fresh and of good quality according to the specification as mentioned in the tender form.

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

- III. The products to be supplied shall confirm to the standards laid down in Food Safety and Standards act, 2011 and additions & alterations thereto from time to time and will also be subject to inspection by the Railway Administration Chief Medical Officer or any Officer authorized by IRCTC in this behalf.
- IV. If, on inspection, the same are rejected as being unwholesome or otherwise unfit for human consumption, the Party shall replace the goods and loss on this account will be to Party's bill.
- V. The Party shall also bear the cost of lab test analysis, should the officials of the IRCTC consider such examination necessary.
 - in the public interest. The decision of IRCTC representative / Railway Administration Chief Medical Officer / Testing Laboratory will be final and binding on the on the Party.
 - Test reports from a Govt/NABL Accredited Laboratory, not older than six months from the date of receipt of applications by IRCTC, certifying that the product (s) conforms to FSSAI Labeling & Packaging Norms as per FSSAI Act 2011 duly specifying that the product is fit for human consumption.

Inspection by Purchaser for Quality:

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

7. RISK PURCHASE CLAUSE:

- a) IRCTC reserves the right to make emergent purchase in case of failure of supply, late supply, short supply /rejected supply either in part or full as per demand placed by the Catering units and amount paid of such purchases will be at the risk and cost of the suppliers.
- b) Fine to the tune of 2% of total amount supply not made/degraded supply made maybe imposed on the total value of the material for non supply/short supply/degraded supply etc. The fine amount will be deducted from the bill submitted for the next material supplier Security Deposit as deemed fit.
- c) A continued such fault may invite a bigger penalty including termination f contract and forfeiture of SD

8. PACKING:

- a. Packing norms shall conform to FSSAI norms for packing.
- b. Any damaged packing or non conforming FSSAI norms, the item will be rejected.

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9. WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED.

- a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, IRCTC shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from security, if any, deposited by the Contractor and for the purpose aforesaid, IRCTC shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claims. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, IRCTC, shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with IRCTC pending finalization or adjudication of any such claim.
- b) It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by IRCTC will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court.
- c) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by IRCTC from the Party, shall be decided by IRCTC, whose decision thereon shall be final and binding on the Party.

10. INDEMNITY

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

11. FORCE MAJEURE:

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

12. CORRUPT PRACTICES

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

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

13. BREACH OF CONTRACT:

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

14. ARBITRATION & LAW

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

The Party will indemnify IRCTC/Railway administration for all losses and damages which may arises out of the agreement.

15. EVENTS OF DEFAULT

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

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

16. FALL CLAUSE

- a) The empanelled parties shall give an undertaking to supply only items of approved brand for sale as per rates and grammages available in open general market. The firm should make available the product portion size already available in the market at the same price and Grammage. No specific packaging for Railways/IRCTC shall be permitted. Your firm should not supply your product at higher MRP/lower Grammage for sale/service over Railways/IRCTC premises as compared to general Open Market (i.e Retail Chain Stores, Retail Grocery Shops etc).Default on this account shall lead to forfeiture of empanelment fee, performance guarantee etc along with debarment.

- b) If at any time during the said period, the Supplier reduces the Sale Price (MRP), sells or offers to sell such products to any person(s)/organization(s) including the purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this Rate Contract, he shall forthwith notify such reduction or sale or offer of sale to IRCTC and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.
- c) The Supplier shall furnish following certificate to the IRCTC KITCHEN OFFICIAL's along with each bill for payment for supplies made against the Rate Contract:
“ **I/We certify that there has been no reduction in Sale Price (MRP) of the products of same/identical description to the products supplied to IRCTC under the Rate Contract herein and such products have not been offered/ sold by me/us to any person(s)/organization(s) including IRCTC or any department of Central Government or any department of State Government as the case may be up to the date of billing / the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at a price lower than the price charged to IRCTC.**”

17. CONSEQUENCES OF DEFAULT

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

18. MISCELLANEOUS

- a) Till the formal agreement is signed between Party and IRCTC, this tender document will be an agreement between the Party and IRCTC. The terms & conditions of the tender document will be binding on both the parties.
- b) The Party shall maintain full records pertaining to supply of material to Purchaser (e.g. accounts, voucher, bills etc.) and make it available for inspection to IRCTC.
- c) IRCTC Administration will not be liable to the Party for anything that may happen to the Party commodities until the same pass into the physical possession of the Unit Catering Manager or Medical Officer and are accepted by them.
- d) The special conditions enclosed in **Annexure – II** for supply shall apply to the contract for supply of the material mentioned in the Financial Bid. The Standard Conditions of Contract (for supply of materials) shall apply except for the provisions mentioned therein special conditions. Where Special conditions differ from the Standard Conditions, the Special Conditions shall override the Standard Conditions.

19. EXIT CLAUSE

- a) IRCTC may at its discretion terminate the contract without assigning any reasons thereof ~~give~~ give notice of one month to the manufacturer.
- b) Bidder may give 30 days notice if wishes to withdraw from the contract. Decision in this regard communicated by IRCTC will be final and binding
- c) If exit through any of the above route, the SD will be refunded without interest after adjusting dues (if any).

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

ANNEXURE-II

SPECIAL CONDITIONS

1. PRICE:

- a) The supplier shall quote in the tender the MRP printed on each item and commission offered thereon, of varieties which he is selling in the market and/or offering to the IRCTC for supply so that the same may be compared with that of the products of other suppliers while considering the offers.
- b) It may be noted that at any point of time during the currency of Rate Contract, the firm shall not supply its products with higher MRP or lower volume/Grammage to IRCTC for same products as compared to the open market.
- c) The revised MRP/Volume or Grammage will not affect the percentage of commission/discount payable to IRCTC. The percentage of discount offered by the firm to IRCTC as per the Rate Contract will remain the same even after the implementation of the revised MRP/Grammage of CAKE.
- d) The firm shall continue to supply products at existing prices till approval of revised MRP from IRCTC/NZ office.
- e) The purchaser reserves the option to give a purchase/price preference to the offers from public sector units and/or from Small Scale/Cottage Industries Units, over those from other firms, in accordance with the policies of the Govt. from time to time. The Price preference above cannot however be taken for granted and every endeavor need be made by then to bring down cost and achieve competitiveness.

2 INTRODUCTION OF NEW VAREITY OF THE PRODUCT:

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

3. PERIOD OF CONTRACT:

Period for supply of item shall be **Three Months** from the date of award of contract, which may be further extended up to **Three months** at the sole discretion of IRCTC on satisfactory performance.

The contract will be valid for a period of **Three Months** from the date of award of the contract and terminable without any notice due to change in policy or otherwise. In case Catering Unit/s is handed over to Railways/Licensee, the contract shall be terminated/discontinued and the decision of IRCTC shall be final and binding on the supplier/agency/service provider in case of such an eve.

4. SYSTEM OF PAYMENT

1. Payment will be made at the accepted rates, discounts offered etc. to IRCTC. The payment shall be made only to the firm/company to whom the contract for supply has been awarded even if the supplies are affected through an authorized distributor/supplier/stockiest or as specified by any revised policy/ guidelines.
2. The Catering Incharge at Base Kitchen, New Delhi by way of Purchase Order will give the supply order. After the supplies are approved and taken over by the IRCTC, duly signed bills for the supply actually accepted by the IRCTC should be submitted to the concerned units in-charge latest by the 5th of the following month in case of monthly payment schedule or by 22nd and 7th of every month in case of fortnightly payment schedule, at the accepted rates and in accordance with the terms & conditions stipulated above. Every bill deposited for payment must enclose the original Purchase Order acknowledged by an IRCTC official.



3. The payment will be arranged after necessary check by the 'Concerning Incharge' of concerned Zone of IRCTC, by way of RTGS /NEFT only. Payment of bills will be made as soon as possible after the same has been duly checked and passed for payment.No advance payment will be allowed under any circumstances.
4. In case of non-compliance of the orders within reasonable time, the supply will be procured from the local market at the prevalent rates and in case of over payment etc., the recovery of such amount will be made from Party's subsequent bills.
5. **All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess delivery of Services or revision in prices or any other reason under the contract shall be submitted to the stores of Base Kitchen, New Delhi in compliance with GST provisions.**
6. The responsibility of reconciliation of payment received/pending, deduction made against the bill submitted with IRCTC etc is with the Service Provider. The reconciliation of bills must be done periodically (monthly). An authorized representative may be deputed by the firm for this purpose and intimate IRCTC Departmental Catering
7. Wherever possible, supplies should be effected directly by the firm/company to whom the contract has been provided. Wherever it is not possible for the firm/company to supply the items directly, supplies may be effected through an authorized distributor/supplier/stockiest. In such case, the name(s) of authorized distributor/supplier/stockiest should be provided along with the tender document. But, the payment of bills will be made to the firm/company/manufacturer to whom the tender has been awarded or as specified by any revised policy/ guidelines.
8. The Tax Invoice to be issued under GST should contain the information mentioned under GST Rules such as Name, Address and GSTIN of the supplier, Serial Number, Date of Issue, Name and Address of the recipient, HSN code or Accounting Service Code, description of goods or services, quantity, rate, value, tax charged etc. The Vendors invoice should contain all the particulars as mentioned under the GST Act and Rules for claiming the input credit.
9. The basic value and GST, as applicable should be mentioned separately in the tax invoice.
10. The Supplier should have a valid GST registration certificate and a copy of the same shall be enclosed with the tender document.
11. Supplier should submit the copy of GST challans along with GST returns, as applicable.
12. The supplier must ensure to pay the GST charged within the stipulated time and to file the return within the time specified under the GST Act to enable the IRCTC to claim the input credit.
13. The amount of GST charged by the supplier will be held as security till the same is reflected as input available in GSTIN portal.
14. The supplier should ensure to provide the invoice and other particulars/details prescribed under the law well in time otherwise the benefit of tax charged shall not be made.
15. In case the vendor continuously defaults in compliance of the GST provisions, then the contract/agreement may be cancelled and IRCTC can recover the amount of Tax, interest, penalty and/or any other amount charged or chargeable under the Act by way of forfeiture of security deposit and the tax amount withheld.
16. The firm shall submit the tax invoice bill in compliance to the GST rules separately mentioning the basic value & GST as applicable from time to time enclosing challans/if any. Amount of GST collected by firm must be deposited with GST authority on monthly basis or as per government directives. The firm should file GST returns monthly or as per government directive so that IRCTC may claim input tax. In case of mismatch, difference of GST amount will be retained from running bills for further necessary action.
17. Supplier should submit the copy of concerned State GST registration certificate along with concerned State GST returns, as applicable.
18. In case the supplier doesn't have the concerned State GST Registration Certificate, the same may be obtained as and when desired by IRCTC. The decision of IRCTC in the matter shall be final and binding upon the supplier.
19. The firm/ supplier/ contractor/ licensee must give an undertaking certifying that the party is depositing all the statutory dues to the Government (on Non-Judicial stamp paper of Rs. 10/- or as applicable of Delhi state). The documentary evidence/ Challan as proof of remittance of taxes must be submitted every

month/ as and when demanded. The undertaking must be submitted in the format as provided by IRCTC.

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

5. FINANCIAL BIDDING

- a) The offers should be submitted in the enclosed financial bid (**Annexure-IV**). Columns such as Name of Item, Unit, MRP/Rate etc. should be clearly written in Capital & Bold letters. Discount offered to IRCTC should be indicated against the each item.
- b) No employee of the IRCTC or any member of his/her family may submit tenders. Family means husband, wife or children.

6. SYSTEM OF AWARD OF CONTRACT

- a) IRCTC will enter into a rate contract with suppliers quoting commission higher than or equal to the minimum commission payable to IRCTC. IRCTC will enter into a rate contract with one or more than one or all suppliers.
- b) With an intention to make available maximum variety of products to the customer due to varied demands, IRCTC reserves its rights to enter into Rate Contracts with more than one party at the same/different rates. The highest discount offered by the tenderer may be offered to the other bidders. IRCTC reserves right to allocate additional 20% requirement to the bidder who offered highest discount and balance requirement be distributed equally among parties if highest discount is confirmed by them. In case, if highest discount is not acceptable to the other tenders, the balance requirement may be allocated at the discretion of IRCTC.
- c) The participation MSEs in a tender quoting price within the band of L1+15% may also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs may be allowed to supply up to 25% of the total tendered value. In case of more than one MSE, the supply will be shared equally.

7. GENERAL:

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

8. SPECIAL CLAUSE.

“The purchaser reserves the option to give a purchase / price preference to the offers from public sector units and / or from Small Scale Industries units, over those from other firms, in accordance with the policies of the Govt. of India from time to time”.

Firms as shortlisted by IRCTC, Corporate Office or Railway Board Supplier should only quote rates for the below mentioned Brands Quotes for any other brand will be rejected summarily:

Brands
Winnkies, Britannia, Sunfeast, Unibic, Monginis, Harvest Gold, Bauli, Lotte Choco Pie, Mulberry, Dibha, Country Harvest, The Bakers Dozen, Kabhi B, Okist, Bakevenza

During the currency of the contract, if the successful Firm/Manufacturer/Supplier fails to adhere to the Terms and Conditions of the contract, suitable punitive action(s) as deemed fit by IRCTC may be taken against the Firm/Manufacturer/Supplier. Further, the Firm/Manufacturer/Supplier may also be debarred from participating in the future projects of IRCTC for a period of 1 (One) year. The decision of IRCTC in the matter shall be final and



binding upon the supplier.

Bids of only those firms which are not debarred/blacklisted by IRCTC/Railways as ondate of opening will be considered. Further, during the currency of the contract, if the firm/manufacturer/supplier is debarred/blacklisted by IRCTC/Railways, the contract may be discontinued/terminated. The decision of IRCTC in the matter shall be final and binding upon the supplier.

9.Note: IRCTC has the right to add new locations/s or delete the mentioned location/s for supplying during the currency of the contract.

Signature of Tenderer

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

TENDER NO.: 2024/IRCTC/NZ/Catg/Proc/Cake/RC dt. 00.00.2024

Subject: Submission of E- Tender for the supply of Cake to Departmental Catering Units of Indian Railway Catering and Tourism Corporation Limited (IRCTC) under North Zone for a period of Three Months.

Dear Sir,

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

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

Name:

Address:

Telephone, fax number:

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

**Authorized signatory
Name,**

Designation

Seal

Address:


Date:

Place:

With Kind regards

For _____ (name of the company / organization) Signature of the Authorized signatory and Company / organization seal (Name of the authorized signatory)

Address:



IRCTC

ANNEXURE – IV

FINANCIAL BID

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

Tender No: 2024/IRCTC/NZ/Catg/Proc/Cake/RC dt. 00.00.2024

Subject: Submission of E-Tender for supply of Cake to Departmental Catering Units of Indian Railway Catering and Tourism Corporation Limited (IRCTC) under North Zone for a period of Three Months.

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

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

Our financial bid is as under:

Rates for MRP 30 Variety

SN (1)	Name of item(s) (2)	Brand/ Variety/ Flavors	Unit Weight Per Pack/No. (In gms.) (3)	MRP (In Rs)	Discount Offered to IRCTC		F.O.R. Cost to IRCTC (Inclusive all Costs & GST) (In Rs.)	
					In % (≥ 30%)	In Rs.	Figures	Words
1	Cake							
2								
3							0	
4								
5						0		

6							
7		0					
8							
9							
10							

Note:

- 1 Bid should be submitted through online mode only.
- 2 The rate quoted should be Inclusive of all Costs and GST as applicable.
- 3 The supply should be made under North Zone in proper time and as per the specifications. Also in case of non-supply or short supply or deviated supply, it must be replaced immediately.
- 4 The supplier should provide labour for unloading and keeping the material at the designated place.
- 5 The responsibility of reconciliation of payment received/pending, deduction made against the bill submitted with IRCTC etc is with the supplier. Supplier is requested to reconcile the bill periodically (monthly).
- 6 Any change in MRP will not affect the quantum of discount offered to IRCTC.
- 7 **Bids of only those firms which are not debarred/blacklisted by IRCTC/Railways as on date of opening will be considered. Further, during the currency of the contract, if the firm/manufacturer/supplier is debarred/blacklisted by IRCTC/Railways, the contract may be discontinued/terminated. The decision of IRCTC in the matter shall be final and binding upon the supplier.**

I hereby agree to all the above conditions.

SEAL

Date:

Note:

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

IRCTC has the right to add new location/s or delete the mentioned location/s for supply during the currency of the contract.

Signature of Tenderer