

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

CIN -L74899DL1999GOI101707



E-TENDER DOCUMENT

Open E-tender No. 2025/IRCTC/RN/Logistics/Nangloi

Name of Work:

***Transportation and CFA services of 'Rail Neer' Packaged Drinking Water at
Rail Neer Plant, Nangloi, Delhi for a period of 3 years***

Website: www.irctc.com
e-mail: ggmrailneer@irctc.com

Corporate Office address: 4th Floor, Tower-D, World Trade Center,
Nauroji Nagar, New Delhi-110029

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1.0 Disclaimer

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

2.0 Notice Inviting E-Tender

Introduction

Indian Railways Catering and Tourism Corporations Ltd. (IRCTC) is in the business of supplying packaged drinking water under brand name "Rail Neer" to the Railway stations /establishments mentioned in the tender document from its Rail Neer plant located in Nangloi, Delhi. To facilitate the carrying, forwarding, and transportation of Rail Neer through an outsourced contractor, IRCTC intends to invite tenders. Basic details of the tender are provided in the table below:

2.1	Name of work	Transportation and CFA services of 'Rail Neer' Packaged Drinking Water at Rail Neer Plant, Nangloi, Delhi for a period of three years
2.2	Period of contract	Three (03) years extendable up to one year
2.3	Last Date and Time of Submission of E-tenders	22.04.2025 by 15:00 hrs.
2.4	Date and Time of Opening of E-Tender (Technical Bid)	22.04.2025 after 15:15hrs.
2.5	Date and Time of Opening of E-Tender (Financial Bid)	To be communicated later
2.6	Place of Opening of E-Tenders	Office of GGM/ Rail Neer IRCTC Ltd, 3 rd Floor, Tower-D, World Trade Center, Nauroji Nagar, New Delhi-110029
2.7	Address for Communication	Same as above
2.8	Amount of Earnest Money Deposit	Rs. 6,27,300/- (Six lakh twenty-seven thousand three hundred only)
2.9	Estimated Value of the work	Rs.9,54,50,700/- (Nine crore fifty-four lakh fifty thousand seven hundred only)
2.10	Tender Price	Nil, being E-Tender
2.11	Validity of bid	120 days from the date of opening of tender
2.12	Type of tender	Open tender, two packet system (Technical bid and Financial bid)

**Group General Manager/Rail Neer,
IRCTC Ltd,
3rd Floor, Tower-D,
World Trade Center,
Nauroji Nagar, New Delhi-110029**

3.0 Instructions to Bidders

3.1 General information

- 3.1.1 This Tender Document can only be viewed at <http://www.irctc.com>, & <http://www.tenderwizard.com/IRCTC> and will be submitted/received only at <http://www.tenderwizard.com/IRCTC> electronically only.
- 3.1.2 EMD shall be paid through the e-tendering website www.tenderwizard.com/IRCTC. In case of non-submission of the same through e-tendering website, the bid will be summarily rejected. It may also be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
- 3.1.3 To participate in the E-Tender, it is mandatory for the bidders to register themselves with M/s Tender Wizard without any payment on the website www.tenderwizard.com/IRCTC and obtain User ID & password which is required for submitting the tender. It may please be noted that for submission of bids, Class-III digital signature will be required.
- 3.1.4 Technical bid, financial bid, all annexure and supporting documents shall be uploaded with the tender at the appropriate location provided on the tender wizard.
- 3.1.5 The applicant should upload complete set of documents in support of Eligibility Criteria.
- 3.1.6 Corrigendum/Addendum to this Tender, if any, will be published on website www.irctc.com, www.tenderwizard.com/IRCTC, no newspaper press advertisement shall be issued for the same.
- 3.1.7 For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at tenderwizard.com helpdesk No. 080-45811365 or 080-45982100.
- 3.1.8 The digital signature of the bidder on the E-tender form will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. No deviation is accepted.

3.2 Benefits to registered SSI / MSEs firms

- 3.2.1 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, the small-scale units (SSI) / 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.

3.2.1.1 Issue of E-Tender form free of cost.

3.2.1.2 Exemption from payment of Earnest Money.

3.2.1.3 In E-Tender, participating Micro and Small Enterprises quoting price, within the band of L1 +15% shall also be allowed to supply a portion or requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply at least 25 % of total tendered value. In case L1 is not an MSE and there is more than one MSE within the range of L1+15 %, only the lowest MSE shall be considered for 25 % order in case of divisible item (or 100% in case order quantity is not divisible), subject to matching L1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%, shall be considered. This process shall be continued till a MSE in the range accepts the L1 Price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, then the order shall be placed without applying this principle.

These benefits shall be given only if the firm / company annex with bid duly attested copy of a valid SSI / MSE registration certificate and the item **“Transportation / Distribution / Logistic”** is mentioned in his SSI/ MSE registration certificate.

3.2.2 Special provisions for SSI / MSEs owned by Scheduled Castes or Scheduled Tribes and women: Out of 25% quantity of this E-Tender for SSI / MSEs a sub target of 4% quantity of this E-Tender is earmarked for procurement from SSI /MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs and 3% by the women entrepreneurs. Provided that, in event of failure of such Micro and Small Enterprises to participate in E-Tender process or meet E-Tender requirements and L1 price 5% sub targets for procurement earmarked for SSI /MSEs owned by Scheduled Caste or Scheduled Tribe/ women entrepreneurs shall be met from other registered SSI / MSEs.

3.2.3 The SSI /MSE who are interested in availing themselves of these benefits shall enclose with their offer the proof of their being SSI /MSE registered with any of the agencies mentioned above.

3.2.4 The SSI /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. In case such firms fail to observe this stipulation; the firms will be banned from participation in future tenders of IRCTC Ltd. for a period of **two (02) years**.

3.2.5 IRCTC reserves the right to award the contract to SSI / MSE units only up to their manufacturing capacity given in their SSI / MSE registration certificate.

3.2.6 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.

- 3.2.7 Registered MSEs and Start Ups will be given relaxation in Turnover and Experience both.

3.3 Period of the contract

The contract will be valid for a period of **three (03) years** from the date as will be mentioned in the letter of award and is extendable for another **one (01) year** at the same rates, terms and conditions and at the sole discretion of IRCTC.

3.4 Fraud and Corruption

Bidders are expected to observe the highest standards of ethics during the procurement and execution of this Contract. In pursuit of this policy, IRCTC:

- 3.4.1 defines, for the purposes of this provision, the terms set forth below as follows:

3.4.1.1 “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

3.4.1.2 “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 competition.

- 3.4.2 shall 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.

3.5 Cost of Bidding

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

3.6 Content of Bidding Documents

Bidders are expected to examine all instructions, forms, Annexure, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder’s risk.

3.7 Clarifications relating to the bidding documents

If bidders have to seek any clarifications regarding the bidding documents, they may send written queries on email ggmrailneer@irctc.com.

3.8 Amendment of Bidding Documents

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

3.9 Documents comprising the bid

3.9.1 All bids (Technical & Financial) submitted must be substantially responsive and in-line with industry best practices.

3.9.2 **Technical bid**-This shall form the basis of ascertaining the Technical and Financial credentials of the tenderer. The technical bid will be evaluated in terms of all relevant clauses of this Tender document.

3.9.3 **Financial bid**- This shall consist of Price Schedule duly filled in the E-Tender format specified in accordance with the instructions and other relevant provisions mentioned in this tender document.

3.10 All bids submitted by the Bidder shall comprise the following

3.10.1 Documents to be uploaded with the **technical bid**:

3.10.1.1 Copy of receipt of EMD in favour of Indian Railway Catering and Tourism Corporation Limited.

3.10.1.2 All the details/relevant documentary evidences as per Technical Criteria.

3.10.1.3 The offer form marked as Technical Bid stamped, dated, and signed.

3.10.2 Documents to be uploaded with **financial bid**:

3.10.2.1 The Price Schedule is to be filled on electronic form itself.

3.11 Earnest Money Deposit (EMD)

3.11.1 Bidders are required to pay EMD through the e-tendering website www.tenderwizard.com/IRCTC prior to submission of E-Tender. Bids uploaded without E-receipt of EMD shall not be entertained & same will be **summarily** rejected.

3.11.2 The Earnest Money shall remain deposited with IRCTC for a period of **120 days** from the date of opening of the tenders. If validity of the offer is extended, the Earnest Money validity of EMD is considered to be deemed extended.

3.11.3 No interest shall be payable by IRCTC on the Earnest Money.

3.11.4 The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends or impairs or derogates from the tender in any respect within the period of validity of his offer.

3.11.5 The Earnest Money of the successful tenderer will be returned after the Security Deposit, as required, is furnished by them. For unsuccessful bidders, EMD will be returned within **one month** of finalization of the tender.

3.12 Preliminary Examination of Bids

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

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

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

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

3.12.4.1 One that limits in any substantial way the scope or quality of the CFA or transportation services.

3.12.4.2 One that limits, in any substantial way that is inconsistent with the Bidding Documents, IRCTC rights or the successful Bidder's obligations under the Contract; and

3.12.4.3 One that the acceptance of which would unfairly affect the competitive position of other Bidder who have submitted substantially responsive bids.

3.12.5 If a bid is not substantially responsive, it shall be rejected by IRCTC and may not subsequently be made responsive by the Bidder by correction of the nonconformity. IRCTC's determination of bid responsiveness shall be based on the contents of the bid itself and any written clarifications submitted by the Bidder.

3.13 Evaluation, Comparison of Bids and Award of the Contract

3.13.1 IRCTC shall evaluate and compare the bids that have been determined to be substantially responsive. The entire process of evaluation of the offers shall be in two stages:

3.13.1.1 **Stage I:** The Technical bid of all the offers that are received within the date and time mentioned herein shall be opened after due date and time. The technical

suitability of the tenderers shall be evaluated based on the verification of the documents submitted by tenderer with the technical bid.

3.13.1.2 **Stage II:** The financial bid of only those tenderers shall be opened who are short listed in stage-I. The date and time of opening of the Financial Bid shall be intimated to the shortlisted tenderers and shall be opened at such appointed date and time online. Both the bids will be opened electronically and will be immediately available on tender uploading site for viewing of bidders. However, if bidders wish they may remain present at the time electronic opening of bids at IRCTC corporate office.

3.13.2 In addition, the following shall also apply:

3.13.2.1 During tender evaluation, the IRCTC may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and response shall be in writing. **Clarification by IRCTC may be sought only on the documents submitted by tenderer as required in technical criteria and no further document shall be asked to submit in any case.** No change in the price or substance of the tender shall be sought, offered or permitted.

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

3.13.2.3 Each Block will be awarded to two bidders in the ratio of 70% & 30% (approximately). Stations clubbed in the group of 70% and 30% of each block have been mentioned in the tender. While operation of contract, in case of unsatisfactory performance of the contractor, the work of that contractor may be given to other contractor at the same rate, terms & conditions of contract.

3.13.2.4 70% qty (approximately) of each block as mentioned above will be awarded to the lowest bidder (L-1) and 30% qty (approximately) will be awarded to (L-2) bidder with rate of L-1 as counter offer. In case L-2 refuses to accept counter offer, 100% qty will be awarded to L-1 bidder.

3.13.2.5 Whenever any new Rail Neer Plants becomes operational, the allotted stations may undergo change. While doing so IRCTC will make attempts to redistribute stations among both agencies in the same block.

3.14 Contacting IRCTC

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

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

3.14.3 IRCTC reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the Bidders.

3.14.4 IRCTC reserves the right to negotiate with Bidder(s) who are eligible for the award of the contract(s), in terms of the price.

3.15 Notification of Award

Prior to the expiration of the period of bid validity, IRCTC shall notify the successful Bidder(s) in writing that its bid has been accepted.

3.16 Acceptance of Award of Contract, Security Deposit (SD) and Advance Rolling Deposit (ARD)

Successful parties would be given **15 days'** time, from the date of issue of the letter of award of contract, for payment of the Security Deposit and /or advance rolling deposit and to convey his acceptance of award of contract. In case contractor fails to accept the offer of award of contract, his EMD shall be forfeited by IRCTC and the firm shall be debarred from participating in the future tenders of IRCTC for a period of **two (02) years**.

3.17 Signing of Contract

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

3.18 Discrepancies

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

3.18.1 Notice inviting E-Tender

3.18.2 Instructions to Bidder

3.18.3 Price Schedule (Financial Bid)

3.18.4 Technical Criteria

3.18.5 Special Conditions of Contract for General part, for Transportation part, for CFA part & for Compensation.

3.18.6 Scope of Work and Distribution Network Details

3.18.7 Integrity Pact

3.18.8 Standard General Conditions of contract.

4.0 General Conditions of Contract (GCC)

The chapter of General Conditions of Contract is part of tender document and the same is available in IRCTC website (www.irctc.com) at **E-Procurement section** for the information of bidders. It is advised to the bidders that they should go through details of this document before submitting the bid. It will be deemed to have been read and accepted by the bidders.

5.0 Scope of Work

5.1 The scope under the present tender covers two streams of works, namely:

5.1.1 **CFA services:** The contractor shall pick up the Rail Neer from the plant and store in the warehouses of their own during lean season or during excess production than demand. During peak season or at the time of less production they will supply the Rail Neer from the stock available in warehouse as per instructions of IRCTC.

5.1.2 **Transportation services:** The contractor shall pick up the Rail Neer from the Rail Neer plant and distribute the same to the Railway stations / licensee units as per instructions of IRCTC. Stations to which Rail Neer will be supplied have been divided into following blocks. Block wise list of stations to which Rail Neer will be supplied is available at 'List of Stations' section and approximate daily demand for Rail Neer cartons is detailed below:

Blocks	Division / Railways	Approximate demand per day (in cartons)
A	Delhi (Northern Railway)	12040
Total		12040

In addition to above, the contractor shall make invoices as per GST rules, maintain record of sales and dispatch, which shall be made available to IRCTC on regular basis or as and when desired by IRCTC.

5.2 Type of sales

The contractor shall distribute Rail Neer Packaged Drinking Water in two different ways:

5.2.1 Cash basis sales

The contractor shall distribute Rail Neer (1 liter) Packaged Drinking Water (PDW) in cartons (12 bottles per carton) and 500 ml PDW in corrugated boxes / cartons (24 bottles per box) to the following catering units and collect payment through Cash/DD/NEFT/RTGS from the Railway licensees/vendors on delivery at the supply rate of Rs 120 /126 per box of 1 liter and Rs 156/162 per box of 500 ml bottle or as per supply rates determined by IRCTC from time to time.

- a) Railway managed licensee units (Static / Mobile)
- b) IRCTC managed licensee units (Static / Mobile)
- c) Non-Railway Catering units.
- d) Any other unit decided by IRCTC.

Considering the emphasis on digitalization of payments, the contractor may adopt electronic mode of collection from the catering units through swipe machines (Credit / Debit Cards) etc.

5.2.2 Non-cash basis sales

The contractor shall distribute Rail Neer packaged Drinking Water in cartons to the following catering units for which the contractor is not required to collect the amount on delivery from the Railway licensees/ vendors (the licensee will make payment to IRCTC directly through RTGS/NEFT or any other electronic mode).

- a) IRCTC managed departmental units (Static / Mobile)
- b) IRCTC departmentally managed premier service trains
- c) IRCTC managed licensee units (Static / Mobile)
- d) IRCTC licensed out premier service trains
- e) Railway managed departmental units (Static / Mobile)
- f) Railway managed licensee premier service trains
- g) Any other unit decided by IRCTC.

In non-cash sales, CFA will not be responsible for any late payment and thus not add to his outstanding amount.

5.2.3 Note

- Premier Service trains are Vande Bharat/Rajdhani/Shatabdi/Duronto/Suvidha trains etc., wherein the costs of Food/PDW are included in the train fare.
- Out of total distribution, 90% cartons (approx.) shall be distributed to licensees/vendors on cash basis and 10% cartons (approx.) shall be distributed to the licensees/vendors on non-cash basis (Stock Transfer). Total demand and the percentage may vary in future as per circumstances, change in policy and requirement of IRCTC.
- The tender shall be submitted through online mode only. There is no system to make available the tender document through post or other mode.

5.3 Receipt and Warehousing of Goods

The Contractor will have to perform the following activities as part of receipt and storage of goods.

5.3.1 Supplies as per indicative demand / quota

The quota will be advised periodically & accordingly supply shall be made at stations/units/ trains by the contractor.

5.3.2 Unloading of goods

It is the outlook of the Contractor to organize and manage the unloading of goods, if need to be in his warehouse for further delivery to the licensee/departmental units at the stations.

5.3.3 Storage of goods

- 5.3.3.1 The Contractor shall be responsible for the storage of the goods, handling of goods in the warehouse, stacking of cartons in an acceptable manner based on good judgment and customary warehouse storage practice.
- 5.3.3.2 The Contractor is required to store the goods received in a clean environment and in a manner that ensures protection from theft, injury or other damage due to moisture, improper temperature control, improper or unusual location or injurious contact. The stacking of cartons should be maximum of 6 cartons one on top of the other.

5.4 Invoicing and GST

- 5.4.1 The Contractor will have to raise the invoices and collect sale proceeds on behalf of IRCTC as detailed in the tender document.
- 5.4.2 IRCTC shall provide hand held machines. The Contractor shall prepare all invoices in the format that is prescribed by IRCTC and ensure the delivery of the same to customer across stations during the time of delivery of goods and obtain a clean acknowledgement from the customers.
- 5.4.3 All invoices will be issued on behalf of IRCTC.
- 5.4.4 One office in Delhi of the Contractor will be declared as the Branch office of IRCTC for GST purposes and the Contractor will have to coordinate for all the GST related work with IRCTC.
- 5.4.5 As per GST Laws, the books of accounts etc. are required to be maintained at such office and endorsement on the IRCTC, GST registration certificate would be required.
- 5.4.6 The contractor shall raise the invoices to IRCTC as per the GST rules. On the basis of such raised invoices, IRCTC shall pay GST for the goods sold. The Contractor will have to maintain the Sales Register, Stock records, cash book, bank book, details of payment transferred to IRCTC and other records for the purposes of GST and MIS purposes.
- 5.4.7 The GST department issues E-Way bill for purpose of transfer of material into the state. The Contractor will have to maintain proper records of the same, as it has to be reconciled with the GST department at the time of assessment.
- 5.4.8 The contractor shall ensure utmost precautions while raising invoice to licensees. The contractor shall ensure incorporation of accurate information such as licensee name, GST number and other details in the invoices issued to licensees. In case of any query by any regulatory authority at a later date regarding wrong invoicing to licensees or otherwise resulting in incurring of costs/ expenditure by IRCTC, such costs/ expenditure shall be borne by the Contractor.

5.5 Dispatch

- 5.5.1 It shall be the responsibility of the Contractor to ensure consistent supply of packaged drinking water to all units at the stations. The Contractor shall ensure that the

customer is in receipt of goods as desired by IRCTC and resolve any issues arising there from.

- 5.5.2 After the material is loaded from the plants and handed over to the contractor, then it will be the responsibility of the Contractor to make sure that it reaches the particular station in time and timely supply is given to the licensees & departmental units at the stations and mobile units should get the supply well in time i.e. at least half an hour before departure.

5.6 Liaison with IRCTC officials

- 5.6.1 The Contractor will have to keep a close coordination with Station Officer/other Nodal officer specified by IRCTC in case of any problem.
- 5.6.2 For supplies the Contractor may, at his own discretion and expenses, decide to:
- 5.6.3 Open a branch or appoint a local agent to facilitate supply of Rail Neer, liaison with IRCTC/Railway authorities, etc.
- 5.6.4 Supply to Departmental units and getting acknowledgement on invoice.
- 5.6.5 Appoint a local agent to take the risk of defaults by licensee.
- 5.6.6 The Contractor shall communicate all such appointments to IRCTC well within time.

5.7 Reporting

- 5.7.1 The flow of information will be as per requirement of IRCTC (Daily, Weekly, Monthly, quarterly etc.). IRCTC has already implemented computerized billing system along with E-executive MIS reporting system.
- 5.7.2 One user from the successful contractor will be given access to the Hand-Held Billing server. The contractor shall download and authorize the documents and then submit the same to IRCTC.
- 5.7.3 Stock transfer report detailing the stock received from IRCTC's Plant.
- 5.7.4 Inventory report detailing inventory levels (i.e. opening stock / quantity received / quantity sold / closing stock etc.)
- 5.7.5 Reconciliation report showing the reconciliation of inbound and outbound shipments and highlighting differences.
- 5.7.6 Damages report detailing the number of damaged cartons received from the transporter.
- 5.7.7 Dispatch report detailing goods dispatched to various retailers across stations and goods received notes received from the retailers.

- 5.7.8 Details of payments collected and remitted to IRCTC with proof thereof.
- 5.7.9 Damage report detailing the number of cartons / bottles damaged, while the goods are in Contractor's possession.
- 5.7.10 Day to day invoice wise data of sales and stock transfer of Rail Neer cartons.
- 5.7.11 The format of each report shall be provided to the Contractor by IRCTC. During operations IRCTC may require by the Contractor to provide with other reports not documented above.

5.8 Other Services

- 5.8.1 The Contractor shall provide round the clock security to provide security for the goods of IRCTC and also to ensure disciplined working.
- 5.8.2 The Contractor shall have computer along with software and a printer as well as provide for stationary and any other office material required for office operations.

6.0 Special Conditions of Contract

The contract will be governed by the Standard General Conditions of the contract as incorporated in the tender document as well as Special Conditions of Contract for General part, for Transportation part, for CFA part & for Compensation part as mentioned herein in following Sections. In case of conflict between the two i.e. Standard General Conditions of the contract and Special Conditions of Contract, the provisions of Special Conditions of Contract shall prevail.

6.1 SCC for General Part

6.1.1 Definitions

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

6.1.1.1 Contract element

6.1.1.1.1 **“Contract”** means the Contract Agreement entered into between IRCTC and the contractor, together with the Contract Documents. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

6.1.1.1.2 **“Contract Documents”** means the documents specified in CC Clause 2.

6.1.1.1.3 **“Contract Agreement”** means the agreement entered into between IRCTC and the contractor. The date of the Contract Agreement shall be recorded in the signed form.

6.1.1.1.4 **“CC”** means the Conditions of Contract.

6.1.1.1.5 **“Contract Price”** means the price or prices as specified in Letter of award and the Contract Agreement.

6.1.1.1.6 **“Bidding Documents”** refers to the collection of documents issued by IRCTC to instruct and inform potential Contractors of the processes for bidding, selection of the winning bid, ad contract formation, as well as the Contractual conditions governing the relationship between IRCTC and the Contractor.

6.1.2 Entities

“Contractor” means “Transportation & Carrying and Forwarding Agent” whose bid to perform the services (CFA and transportation services) has been accepted by IRCTC and is named as such in the Contract Agreement.

6.1.3 Product and Goods

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

6.1.4 Place and Time

6.1.4.1 **“Day”** means calendar day of the Gregorian calendar.

- 6.1.4.2 “Week” means seven (7) consecutive days, beginning the day of the week as is customary in India.
- 6.1.4.3 “Month” means calendar month of the Gregorian calendar.
- 6.1.4.4 “Year” means twelve (12) consecutive months.
- 6.1.4.5 “Effective Date” means the date as will be mentioned in the acceptance letter for the purpose of commencing CFA and transportation services.
- 6.1.4.6 “Contract Period” is the time period during which this Contract governs the relations and obligations of IRCTC and Contractors of the CFA and transportation services.

6.1.5 **Contract Documents**

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

- 6.1.5.1 Contract Agreement / Replies to clarifications sought by the contractor.
- 6.1.5.2 Letter of Award (LOA) issued by IRCTC to the contractor.
- 6.1.5.3 Scope of work
- 6.1.5.4 Tenderer’s Bid
- 6.1.5.5 General Conditions of Contract, Special conditions of contract and the Annexures.

6.1.6 **Interpretation**

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

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

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

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

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

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

6.1.7 **Laws**

6.1.7.1 **Laws Governing the contracts**

The contract shall be governed by and interpreted in accordance with the law of India in force.

Irrespective of the place of delivery, the place of performance or the place of payment, the order shall be deemed to have been made at the place from where the acceptance of the tender has been issued.

6.1.7.2 **Jurisdiction of Courts**

The Jurisdiction of Courts will be at New Delhi only.

6.1.8 **Settlement of Disputes**

6.1.8.1 Any dispute or claim arising out of relating to this Contract or the breach, termination or the invalidity thereof, whether arising during the period of the services or after the completion or abandonment thereof shall in the first place be referred to a sole conciliator to be appointed by IRCTC.

6.1.8.2 The Conciliator shall make the settlement agreement after the parties reach an agreement and shall give an authenticated copy thereof to each of the parties.

6.1.8.3 The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

6.1.8.4 The views expressed, the suggestions, admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings.

6.1.8.5 The Parties will submit demand in writing that the dispute/differences be referred to arbitration. The demand for arbitration shall specified the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.

6.1.8.6 Only such dispute or differences, in respect of which the demand has been made, together with counter claims of set off given by IRCTC shall be referred to arbitration and other matters shall not include in the reference.

6.1.8.7 In the event of demand made as mention herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special condition) shall be referred to Sole Arbitrator from the panel of Arbitrators appointed by Chairman and Managing Director of IRCTC. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitrations shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion subject to determination by the Arbitration tribunal.

- 6.1.8.8 The arbitration proceedings shall be governed by The Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made.
- 6.1.8.9 Where the Arbitration award is for payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.
- 6.1.8.10 The cost of arbitration shall be shared by the parties. The cost shall inter-alia include the fees of the arbitration(s) as per the rates fixed in terms of notice dated 05.09.2012.
- 6.1.8.11 The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

6.1.9 **Time for Commencement and operations**

The Contractor will commence operations on the date decided by IRCTC and as will be mentioned in the letter of award of contract.

6.1.10 **Contract Price and period of the contract**

The Contract Price shall be as specified in Letter of award and the Contract Agreement.

All the services required by the Contract are priced inclusive of all incidental costs except GST which will be paid by IRCTC as applicable upon rendering of the services as on the date of bid opening.

The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the contract.

The contract will be valid for a period of **three (03) years** from the date as will be mentioned in the award letter and is extendable for another **one (01) year** at the sole discretion of IRCTC and at the same rates and terms and conditions.

6.1.11 **Taxes and Duties**

Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies, and charges assessed on the Contractor, or its employees by all municipal, state, or national government authorities, in connection with the Goods and Service supplied under the contract.

6.1.12 **Indemnification**

IRCTC requires that during the terms of this Agreement and any extensions hereof the Contractor(s) must maintain employment and compensation policies that are as required by the laws of India.

The Contractor shall indemnify and hold harmless IRCTC, its directors, officers and employees from and against any and all liabilities, claims, suits, actions, orders, taxes, fees, assessments, fines, damages, losses, costs and expenses, including reasonable

attorney's fees to the extent caused by or resulting from any negligence or wrongful act of the Contractor or its employees arising out of the Contractor's performance or default of its obligations hereunder.

6.1.13 Confidential Information

IRCTC and the Contractor ("the Receiving Party") shall each keep confidential and shall not, without the written consent of the other party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information"):

- (a) Furnished directly or indirectly by the Disclosing Party in connection with this Contract;
or
- (b) Where the Contractor is the Receiving Party, information generated by the Contractor in the course of the performance of its obligations under the contract whether such information has been furnished or generated prior to, during, or following termination of the Contract ("Confidential Information").

Notwithstanding the above

IRCTC may furnish Confidential Information of the Contractor:

- (a) To its support service Contractors to the extent reasonably required for them to perform their work under their support service Contracts; and
- (b) To its affiliates and subsidiaries in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this CC Clause 11 as if that person were party to the Contract in place of the Receiving Party.

IRCTC shall not, without the Contractor's prior written consent, use any Confidential Information received from the Contractor for any purpose other than those that are required for the performance of the Contract.

Similarly, the Contractor shall not, without IRCTC's prior written consent, use any Confidential Information received from IRCTC for any purpose other than those that are required for the performance of the Contract.

The obligation of a party under above Clause, however, shall not apply to that information which:

- (a) Now or hereafter enters the public domain through no fault of the Receiving Party;
- (b) Can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;

- (c) Otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.

The above provisions of this Clause shall not in any way modify any undertaking of confidentiality given by either of the parties to this Contract prior to the date of the Contract.

6.1.14 Security Deposit (SD)

The CFA shall, within fifteen (15) days from the date of issue of award letter, deposit security deposit @ 5% of total contract value (Incl GST) with IRCTC for the due performance of the Contract. Security Deposit may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee from a Scheduled Commercial bank or online payment in an acceptable form. Security Deposit should remain valid for a period of **sixty (60) days** beyond the date of completion of contract.

6.1.15 Advance Rolling Deposit (ARD)

The CFA shall deposit advance amount (rolling deposit) with IRCTC equivalent to **seven (07) days** demand of Rail Neer as per the formulae given as under:

Per day demand of particular block (70% or 30% Qty) as applicable (in cartons) x price per carton (i.e. Rs.120/126 or as applicable) x No. of days (i.e. 7 days) x 0.90 (i.e. reduced by 10%)

This will be treated as advance payment against sale of Rail Neer and will be in the nature of rolling deposit account.

The balance in rolling deposit account will be recouped by the CFA from time to time as per quantity of Rail Neer issued to the CFA. Minimum balance equivalent to three days (excluding bank holidays) demand of Rail Neer based on the formulae as above for rolling deposit, will be maintained by the CFA in the rolling deposit account. No interest will be payable on the balance lying in rolling deposit account. Rail Neer Plant shall send an email on daily basis to all CFAs giving details of balance amount of CFAs.

CFA may take all orders through Rail Neer App from Licensees.

IRCT will prepare a monthly RDA statement which shall be reconciled with CFA by 10th of coming month and jointly signed for payment / penalty purpose.

In exigency if asked by IRCTC, CFA will be required to pick up Rail Neer from any nearby Rail Neer Plant of this Plant on the same awarded CFA/Transportation rates. Distance for transportation charges shall be calculated from the plant from where Rail Neer has been picked up.

The contractor will lift the number of cartons of Rail Neer as per station wise approx. demand per day from plant by considering 90% cost of cartons from RDA i.e. 90% of nos. of cartons x value of cartons (i.e. Rs. 120/126 per cartons as the case may be). In first month, RDA shall be debited with the value of 90% of 90% cost of cartons lifted. In

subsequent months, RDA shall be debited with 90% of actual % of cartons sold in cash basis in previous month.

After the sale proceedings are deposited in IRCTC account, CFA will get back the full value of sale. CFA will get his CFA & transportation charges of the sold stock on monthly basis by submitting the bills. After verification of the bills, CFA and Transportations charges will be adjusted against remaining 10% cost of cartons (90% advance payment already made by CFA). Any shortfall / excess amount shall be adjusted against 10% cost of the amount. Also, adjustment of cash / non-cash sale cartons (actual ratio to be reviewed on monthly basis) will be made prior to payment of monthly bill for adjustments in advance (rolling) deposit account accordingly.

Reconciliation of Rolling deposit account: The contractor shall submit the monthly bills to IRCTC towards CFA & Transportation along with the station wise, unit wise, licensee wise sales details duly certified by 5th of the following month and reconciliation shall be completed by 10th of the following month. Amount payable by IRCTC to the CFA towards CFA & transportation as per the CFA bill will be reconciled with remaining 10% costs of cartons not deposited during advance payment in Rolling Deposit account. The balance amount payable/ receivable, if any, after such reconciliation, will be paid/ recovered to/from CFA.

Any shortfall in the rolling deposit account or amount outstanding from CFA even after adjustments against the monthly bills for CFA, transportation & service charges on account of non-recoupment of minimum balance in rolling deposit account or continued unresponsiveness from the contractor will be taken seriously and shall tantamount to default on the part of contractor. In that case, IRCTC shall have every right to make alternate arrangements at the risk & cost of the contractor. In such cases, it shall be lawful for IRCTC to terminate the Contract agreement, any time thereafter and forfeit the Performance guarantee, Security Deposit and the balance in rolling deposit account in full, subject to the IRCTC having given to the Contractor prior notice in writing to remedy the breach of terms & conditions of the contract.

As soon as the vehicle of Contractor carrying Rail Neer stock leaves the Rail Neer Plant, IRCTC will deduct from the ARD of the contractor on amount equal to the cost of outgoing stock. However, no deduction shall be made in respect of such supply of Rail Neer stock for quantity up to 2 days of rated production capacity. Accountal of **two (02) days** stock shall be done in the last month of the contract.

6.1.16 **Penalty**

6.1.16.1 **Penalty for non-supply**

In case non supply/ late delivery or any other kind of failure in supply except the case where vendors have not made payments to CFA/IRCTC in a reasonable time and prior written intimation has been given by CFA to IRCTC regarding non-payment against supply of Rail Neer, the penalty for Mobile unit/ Static unit on first three instance Rs.10,000/-, and thereafter Rs. 50,000 shall be imposed on each failure. However, in case Railways imposes any penalty on IRCTC for non-supply / late delivery of Rail Neer on static units/mobile units, penalty of Rs 1 lakh shall be imposed in each case.

6.1.16.2 **Penalty for shortage of ARD**

Any shortfall in the rolling deposit account below minimum balance shall attract a penalty of Rs. 500/- per day or 0.5% per day on the shortfall amount below the minimum level, whichever is higher.

6.1.16.3 Forfeiture of Security Deposit/Performance Guarantee, Consequences of Default

IRCTC may begin termination proceedings as soon as the Contractor defaults on any terms and conditions that are agreed upon between IRCTC and the Contractor. If the Contractor shall omit to perform and observe any of the terms, conditions, obligations herein contained, then it shall be lawful for IRCTC any time thereafter to terminate the Contract agreement and forfeit the Security Deposit and/or Performance Guarantee subject to the IRCTC having given to the Contractor prior notice in writing to remedy the breach.

6.1.17 Recovery in case of default by Contractor

6.1.17.1 The selected bidder of any block shall bear the responsibility to supply to other blocks, as and when told by IRCTC.

6.1.17.2 If the Contractor fails to provide transportation or CFA services towards uninterrupted supply of Rail Neer, IRCTC reserves the right to engage transportation cum CFA service from other contractor of same block for ensuring uninterrupted supply of Rail Neer. Any additional cost incurred by IRCTC on this account shall be recovered from the balance in rolling deposit account/security deposit/performance guarantee/balance amt. of monthly bills for CFA charges.

6.1.17.3 If the contractor of any block fails as mentioned above, IRCTC reserves the right to engage the CFA providing transportation and / or CFA services to another block of the plant for providing transportation and / or CFA services to the block where services has been failed at agreed rates to ensure uninterrupted supply of Rail Neer by giving advance notice of one day.

6.1.18 Force Majeure

Neither party shall be liable for failure to perform or delay in performing any obligation under this contract if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war, civil commotion or industrial dispute. If such delay or failure continues for at least 30 days, the parties will attempt to develop a mutually satisfactory solution, failing which; either party may terminate the contract by giving a notice to the other in writing.

6.1.19 Changes to the scope of services

6.1.19.1 IRCTC or the Contractor may propose a change to the services that have been agreed upon provided that such a change falls within the general scope of work outlined in this tender document and does not constitute unrelated work.

6.1.19.2 The pricing implication of any change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the Change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the Change.

6.1.20 **Prices for services not in the Contract**

Prices charged by the Contractor for services, if not included in the contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Contractor in the Price Bid) and as far as practicable, be calculated in accordance with the rates and prices provided by the Contractor in the Contract.

6.1.21 **Termination**

6.1.21.1 **Termination for IRCTC's Convenience**

IRCTC may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this clause. Upon receipt of the notice of termination under this clause, Contractor shall either as soon as reasonably practical or upon the date specified in the notice of termination cease all further work, except for such work as IRCTC may specify in the notice of termination for the sole purpose of protecting that part of the services already executed. In addition, the Contractor, subject to the payment, shall deliver to IRCTC all goods that are with the Contractor. In the event of termination of the Contract under this Clause, IRCTC shall pay to the Contractor the following amounts:

- (a) The contract Price, properly attributable to the parts of the contract already completed;
- (b) The cost of satisfying all other obligations, commitments, and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by Clause 6.1.20.1 (a) through (b) above.

6.1.21.2 **Termination for Contractor's Default**

6.1.21.2.1 IRCTC, without prejudice to any other rights or remedies it may possess, may terminate the contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Contractor, referring to this Clause:

- (a) If the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt;

- (b) If the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of the tender; or
- (c) If the Contractor, in the judgment of IRCTC, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) Breach of any of the terms & conditions or obligations of contract on the part of contractor/his employees/agents.
- (e) Repudiation of agreement by contractor or otherwise evidence of interim not to be bound by this agreement.
- (f) Persistent closure of business by contractor for consecutive is 45 days or more in any business year.
- (g) Regular practice of non-deposit of Advance money in rolling deposit of IRCTC in time as tender conditions.

6.1.21.2.2 If the Contractor;

- (a) Has abandoned or repudiated the Contract;
- (b) Has without valid reason failed to commence services on time;
- (c) Persistently fails to execute the Contract in accordance with the contract or persistently neglects to carry out its obligations under the Contract without just cause;

Then IRCTC may, without prejudice to any other rights it may possess under the contract, give a notice to the supplies stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same after receipt of such notice, then IRCTC may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this Clause 6.1.20.2.

6.1.21.2.3 Upon receipt of the notice of termination under clause 6.1.20.2.1 or 6.1.20.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination:

- (a) Cease all further work, except for such work as IRCTC may specify in the notice of termination.
- (b) Deliver to IRCTC all goods that are with the Contractor but which have not been paid for by the Contractor as yet.

6.1.21.2.4 In the event of termination of contract under Clause 6.1.20.2.1 or 6.1.20.2.2, the Contractor shall be entitled to be paid the contract price attributable to the portion services executed as at the date of termination. Any sums due to IRCTC from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this contract.

6.1.21.2.5 If the Contractor fails to deliver the services within the period fixed for such services in the contract or as extended or at any time repudiates the contract before the expiry of such period IRCTC may without prejudice to his other rights cancel the contract or a portion and if so, desired make alternative arrangement at the risk and cost of the Contractor.

6.1.21.2.6 In the event of termination of contract under Clause 6.1.20.2.1 or 6.1.20.2.2, Security Deposit of the firm shall be forfeited and the firm shall be debarred from participating in the future tenders of IRCTC for a period of **two (02) years**.

6.1.22 **Exit Clause**

On completion of **one (01) year** of contract period, the contractor may opt for exit from the contract after giving **six (06) months'** notice to IRCTC. In such case, IRCTC shall adjust/deduct all its dues and refund the Security deposit and Performance Guarantee and permit contractor to exit amicably. Advance deposit shall be settled with the Rail Neer stock till last day.

6.1.23 **Severability**

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

6.1.24 **Survival**

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

6.1.25 **Provision of GST (Goods and Services Tax)**

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

In case vendor does not provide the invoice and other particulars / details prescribed under the GST law, the tax amount shall not be paid.

If the GST charged by the vendor is not reflected in the GSTR 2A return then the GST paid amount will be kept on hold in next bill till it is reflected in GSTR 2A return.

The vendor shall ensure to pay GST charged within the stipulated time and to file the return within the time specified under this Act to enable IRCTC to avail the input credit.

6.2 SCC for Transportation part

6.2.1 Destination and Freight Rates

- 6.2.1.1 The contractor shall lift the Rail Neer from the plant and supply to the stations of the blocks mentioned in the list of stations or as advised by IRCTC from time to time. The contractor will be paid transportation rate @ Rs.2.76/- per carton for destinations up to 50 KM from the Rail Neer plant. (ii) For destinations more than 50 KM and up to 150 KM, transportation charges paid is Rs.2.76/- plus transportation charges @ Rs.0.04/-per carton per KM for additional distance beyond 50 KM and up to 150 KM from the Rail Neer plant. (iii) For destinations more than 150 KM, transportation charges will be paid @ Rs.0.04/-per carton per KM from the Rail Neer plant. Distance to a particular station shall be calculated on basis of shortest route given in Google map/mapmyindia.com/e-way bill.
- 6.2.1.2 IRCTC reserves the right to transport Rail Neer by rail (in SLRs/VPUs). In such cases, where Rail Neer stock to be delivered on Cash basis, the Contractor will be paid 60% CFA rate as applicable for the loading station in addition to the transportation charges from the Rail Neer Plant up to the loading station. At the destination station, only CFA charges @ 80% as applicable for that station will be paid to the CFA of that destination station.

6.2.2 Variation in Transportation Rates

- 6.2.2.1 **Transportation cost per 1 liter bottle:** shall be revised on monthly basis. As per following formula:

$$\text{Updated price} = (\text{Accepted price}/100) * [30 + 30 * (\text{WPI}_1/\text{WPI}_0) + 40 * (\text{D}_1/\text{D}_0)]$$

$$\text{Accepted price} = \text{Price as mentioned in LOA (Cost of transportation per bottle)}$$

D₁ = Average of price of HSD for previous month (PSU- Domestic price)

D₀ = Price of HSD on the date of tender opening (PSU-Domestic price)

WPI₁ = Wholesale Price Index of all commodities of the month

WPI₀ = Overall Wholesale Price Index of all commodities for tender opening month

Note: The price of HSD (High Speed Diesel) at Petrol pump near the Rail Neer plant to be considered.

- 6.2.2.2 Please note that the claim for all such adjustments will have to be made by the Contractor in writing duly including documentary proof of the price revision as part of the claim.

6.2.3 Placement of Trucks

- 6.2.3.1 For dispatches from the plant, based on the daily quota to be lifted and supplied at the stations, the contractor has to arrange the trucks for different stations according to the daily quota of stations. In case additional stock is required to be sent to stations, the contractor will have to arrange for the same also. The contractor shall provide truck(s) at the time specified by plant.
- 6.2.3.2 In case, the contractor fails to place required trucks and the numbers of cartons left behind from the total quota to be lifted, Rs. 1/- per cartons will be charged from the Contractor for the failure. In case, the plant is not in a position to give full quota to the Contractor due to unforeseen circumstances, then the plant will inform the Contractor one day in advance for the quantity that will be given to the Contractor so that the Contractor may arrange trucks accordingly.
- 6.2.3.3 The Contractor has to lift the product as per station wise demand /day and supply the same at the stations as per the licensee wise quotas provided by IRCTC. The licensee wise quota can be revised and the contractor has to supply as per revised quotas provided by IRCTC.
- 6.2.3.4 Detention of trucks after loading of material, at the plant beyond 12 hours, detention charges would be paid by IRCTC @ Rs. 300 per day. A day is understood as per the 24 hours beyond the allowed 12 hours.
- 6.2.3.5 The dispatch will be done from Monday to Sunday (No dispatch on 3 National Holidays except in exceptional cases). Planning will be done on weekly basis, for week starting on every Monday and ending on Sunday. The contractor shall have to provide trucks for all urgent deliveries required.
- 6.2.3.6 The contractor should ideally provide covered body trucks whenever possible. In absence of such trucks, contractor should provide sufficient tarpaulins to cover the roof of loaded Rail Neer trucks. Open trucks, if deployed for loading, must have at least two layers of tarpaulins to avoid water soaking while loading and during transit. These tarpaulins must be lashed properly after loading of trucks. No such truck will be permitted to leave the plant without such lashings.
- 6.2.3.7 The stacking of cartons in trucks, one on top of the other is permitted only up to 6 layers.
- 6.2.3.8 The floor surface of the trucks should ideally be plain and unevenness in the floor surface should not be more than 2.0 centimeters. The floor of the placed truck should be clean and should not contain any material, which can be contaminating or damaging to the cartons/crates. Transporter shall be responsible for providing properly clean trucks.
- 6.2.3.9 The difference between the inside width of the body at the floor till the top should as far as possible not be more than 2.5 centimeters.
- 6.2.3.10 No truck should be loaded with a wet floor.
- 6.2.3.11 There should be no holes in the floor of body of the truck.

6.2.3.12 The trucks made available for loading of cartons should have all documents mandated by transport authority, should be roadworthy and in running condition with valid PUC certificate. The drivers thereof should have valid driving licenses. IRCTC will be entitled to call for inspection of the truck permits and driver licenses and up to date paid vehicle tax receipts and insurance cover of vehicle and whenever required the Transporter shall arrange to produce the same for inspection of the office or officers of the IRCTC in charge of the transport work or any other officer authorized by the IRCTC.

6.2.4 **Loading**

Trucks placed by the Contractor after 7 PM will be deemed to have been placed at 8 AM of the next working day. All loading of goods at the plant location will be responsibility of IRCTC. For loading of packaged drinking water cartons, IRCTC would take 4 hours from the time the truck reports at the Plant. Loading of goods in contractor's truck at the plant shall be the responsibility of IRCTC.

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

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

6.2.5 **Trans-shipment**

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

6.2.5.2 In case of exigencies, the contractor shall pick up Rail Neer Packaged Drinking water from other Rail Neer Plants of IRCTC and supply the same to the stations within the allocated Block. IRCTC shall pay for the freight at the accepted rate for that station duly compensated for additional/lesser distance from the aforesaid Plant(s) to the respective stations. In case of failure, IRCTC shall make alternative arrangements at the risk/cost of the contractor. In case of transportation of Rail Neer from other plant, additional taxes (if any) other than GST will be paid by IRCTC on submission of proof by contractor.

6.2.6 Transit Risk

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

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

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

6.2.7 Delivery

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

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

6.2.8 Lost Consignment:

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

6.2.9 Lien over Goods

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

6.2.10 Damages / Shortages

If any packages of material were found short or declared in damaged condition by the Contractor, the amount of loss or damage, shall be borne by IRCTC subject to maximum

0.1% of stock dispatched from the plant. Contractor shall claim against such shortage / damages on monthly basis. If amount of loss or damage is more than 0.1% of the stock dispatched from the plant, the amount of loss or damage over and above 0.1% shall be borne by the contractor.

6.2.11 Insurance

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

6.3 SCC for CFA part

6.3.1 Variation in CFA Rates

- 6.3.1.1 **The Cost of CFA per 1 Liter bottle:** the CFA price would be revised on half yearly basis. The updated price would be calculated on the 1st working day of each half year (i.e. on 1st of January, and 1st of July) by the following formula:

$$\text{Updated price} = (\text{Accepted price}/100) * (40 + 60 * (L_1/L_0))$$

Accepted price = Price as mentioned in LOA (Cost of CFA per bottle)

L₁ = Half yearly minimum wages for unskilled labour applicable for that period in that State where the plant is located.

L₀ = Minimum wages for unskilled labour applicable in that State during the tender opening month.

6.3.2 Provision of space, facilities and labour

- 6.3.2.1 The Contractor will be appointed for the divisions / Block(s) connected with the Rail Neer plant. The contractor will look after the transportation and distribution of Rail Neer in the appointed Division/Block(s).
- 6.3.2.2 The selected bidders of any block shall bear the responsibility to supply in place of other bidder in the same block, as and when told by IRCTC, at a notice period of one day.
- 6.3.2.3 If the Contractor fails to provide transportation or CFA services towards uninterrupted supply of Rail Neer, IRCTC reserves the right to provide transportation cum CFA service from contractor of the same block for ensuring uninterrupted supply of Rail Neer. Any additional cost incurred by IRCTC on this account shall be recovered from the balance in rolling deposit account/security deposit/performance guarantee/balance amount of monthly bill for CFA charges.
- 6.3.2.4 The contractor should have office and warehouse space in given Division/blocks along with all communication facilities i.e. telephone, fax, computer, internet connection etc. IRCTC shall not provide any warehousing space facilities of labour to the contractor. All arrangement of space facilities or labour shall be entirely the responsibility of the contractor.
- 6.3.2.5 All space, facilities and labour provided must be in line with industry norms.
- 6.3.2.6 The contractor shall provide adequate labour force for timely supply of Rail Neer to licensee and departmental units at the stations and supply to mobile units well in time at the stations.
- 6.3.2.7 Unloading of trucks at the contractor's warehouse if kept at a particular station and loading of goods to the trucks for the supply at stations shall be the sole

responsibility of the contractor. The contractor shall provide adequate staff to supervise loading / unloading operations, carrying out proper staking and staff for maintaining office for preparing dispatch challans, records and preparation of reports, etc.

- 6.3.2.8 The staff should be adequate in number, as per the job volume requirement and operating timings.

6.3.3 Stock Control

- 6.3.3.1 The Contractor must maintain a copy of the stock transfer notes received from IRCTC.
- 6.3.3.2 Stock received from IRCTC must be immediately accounted for in the stock register either manually or on computer, so that the same can be seen by authorized person of IRCTC.
- 6.3.3.3 All documents received along with consignment should be checked properly. These documents should be preserved safely by the contractor.
- 6.3.3.4 A Goods/Stock arrival register must be maintained to document the time of arrival of goods.
- 6.3.3.5 All relevant documents that are maintained by the contractor are subject to review by IRCTC personnel.

6.3.4 Inspection of Goods and Warehouses / Depots

- 6.3.4.1 The contractor must record the extent of damage of the goods that are transported by them. The same should be immediately entered in the records maintained in the computer.
- 6.3.4.2 The extent of the damage must be communicated to the IRCTC office immediately.
- 6.3.4.3 IRCTC shall inspect the Warehouses / Depots maintained by the contractor and take inventory on monthly basis. In case, any shortages are noticed in the stock of Rail Neer Packaged Drinking Water in the warehouse as against the periodical sales / stock statements submitted to IRCTC, the contractor shall remit the cost of actual applicable value of such shortages as advised by IRCTC. In case of failure in remitting the same, IRCTC shall deduct the same from the payables on submission of monthly bills in the next month.

6.3.5 Storage Norms

- 6.3.5.1 Not more than 6 cartons are to be stored one on top of each other in warehouse and in trucks.

- 6.3.5.2 To ensure increase storability, restacking must be conducted once in 2 months. While restacking cartons at the top must be shifted to the bottom and those in the center must be shifted to the sides.
- 6.3.5.3 All goods shall be stored and processed in a manner that shall permit inspection by representatives of IRCTC, or any authorized third party at any time during operating hours.
- 6.3.5.4 Goods shall be removed from storage in the warehouse facilities on a FMFO (First Manufactured First Out) basis unless otherwise specified by IRCTC.

6.3.6 Housekeeping Norms

- 6.3.6.1 The warehouse condition must be accordance with industry standards at all points of time. Pest control must be done once every 15 days.
- 6.3.6.2 The warehouse must be covered and have sufficient ventilation. The roof must be checked periodically and all leaks, if any, must be plugged and plastered.
- 6.3.6.3 The contractor must maintain fire protection equipment in line with industry norms.

6.3.7 Basis of supply by the Contractor

The contractor should supply Rail Neer to the licensee and departmental units at the stations as per quota provided and to other Govt. organization units as per the instructions of IRCTC from time to time.

6.3.8 Dispatch

- 6.3.8.1 The contractor should dispatch Rail Neer as per the station wise daily quotas provided by IRCTC by arranging the trucks accordingly.
- 6.3.8.2 For all deliveries of "Rail Neer" supplies, the contractor shall:
 - (a) Organize and manage the loading of goods at the Contractor's warehouse.
 - (b) Manage the delivery of goods to all the end retail points of the stations. The end retail points would include:
 - i. Warehouse / Store / Base kitchens of the consignee
 - ii. Each retail outlet of the consignee at the station
 - iii. Pantry Cars of Mail/Express trains and mini pantry of coaches (in case of Rajdhani, Shatabdi, Vande Bharat and Durant Trains).
- 6.3.8.3 For all supplies to end retailers, the contractor shall maintain an acknowledgement copy of the goods received notes received from retailers as proof of delivery.

- 6.3.8.4 The contractor may have to arrange emergency supplies to stations in the state that it normally does not service at the same agreed/contracted price.
- 6.3.8.5 For outstation dispatches, the contractor shall arrange his own manpower for the supplies to licensee units, departmental units and mobile units at the stations.
- 6.3.8.6 The contractor shall be liable to lift Rail Neer from Rail Neer plant, Hapur as and when required. In this case, all applicable taxes, such as Green tax, MCD tax, toll tax or any other tax except GST, shall be borne by the contractor during transportation of Rail Neer from Rail Neer plant, Hapur.

6.3.9 Invoicing to Retailers

- 6.3.9.1 The contractor shall issue GST invoices/delivery challans cum stock transfer challans to the catering units through hand held billing machines. The data will be uploaded in the server of the contractor and shared with the IRCTC. The contractor shall take the printouts of the tax invoices/delivery challans cum stock transfer challans generated in the server as per format, certify and maintain for inspection by tax authorities. The cost of GPRS enables SIM, recurring cost of paper rolls and server and its maintenance cost shall be borne by the contractor. In case of any requirement for additional server on account of digitalization of records or otherwise for mutual benefit of IRCTC and contractor, the costs incurred therein shall be borne by the contractor. This system should be put in place by contractor within 7 days from the issue date of letter of award.
- 6.3.9.2 Initially, the contractor may follow the existing system. While invoicing at a retail point the contractor will provide three copies-original for recipient, duplicate for transporter & triplicate for IRCTC record purpose. The original copy will be given to the retail point. The contractor must ensure that the relevant person at each retail point signs and stamps duplicate & triplicate copy of the invoice. These signed and stamped copies of the invoices will have to be maintained by the contractor.
- 6.3.9.3 The contractor shall submit the signed and stamped copies of the invoices to IRCTC periodically initially which shall later be converted to print outs of hand-held billing machines.
- 6.3.9.4 During the duration of the contract the contractor has to supply Rail Neer to the end retailers as per the quotas fixed by IRCTC, in case any problem, assistance of the local IRCTC representative may be taken and the same may be informed to the nodal officer nominated by IRCTC.
- 6.3.9.5 The appointed contractor should not have contractor of other brand of Packaged Drinking Water and should not keep any other brand of Packaged Drinking Water in his warehouse. In case the Contractor or his staff/agent is found involved in supplying/storing other brand of PDW, a penalty of Rs.50,000/- in 1st instance, Rs.1,00,000/- in 2nd instance and Rs.1,50,000/- in 3rd instance will be imposed. In case of repeated offence, termination proceedings of contract will be followed.

- 6.3.9.6 Normally a tenderer may not apply for a block in which it is already giving CFA / Distribution service for any other brand of Packaged Drinking Water. Else such tenderer will have to submit an undertaking to this effect before award of CFA work by IRCTC.

6.3.10 Lien Over Goods

The contractor shall have no lien, whether general or special, over the goods entrusted to the contractor by IRCTC for storage in respect of any amount due to the contractor for the storage of and or charges and expenses incurred by the contractor in connection with storage or transportation of the goods or on account of any claims made by the contractor on IRCTC.

6.3.11 Licenses and Permits

- 6.3.11.1 The contractor shall have all the necessary licenses and formalities such as the possession of a license under the Shops and Establishments Act, Prevention of Food Adulteration / Essential Commodities Act, FSSAI Act etc. to carry out all the activities mentioned in the scope of work.
- 6.3.11.2 The contractor must also ensure compliance to all statutory requirements under various labour laws such as Motor Transport Workers Act, Minimum Wages Act etc.

6.3.12 Safety Regulations and Insurance

- 6.3.12.1 The contractor shall abide by all safety precautions and other rules and regulations, prescribed under the State and Central Legislations. Any obligations arising out of such legislation shall be the sole responsibility of the contractor.
- 6.3.12.2 The contractor is advised that they must take an adequate insurance policy in order to cover him against any loss or damage to the goods while in stock and during transportation.

6.3.13 Loss / Damage of Goods

- 6.3.13.1 The contractor shall bear the cost of any loss/damage of goods that arises:
- (a) While goods are being unloaded from the truck at the contractor location/station.
 - (b) While goods are in storage at the contractor location.
 - (c) While goods are being loaded at the contractor location for supply to the station.
 - (d) While goods are being transported by the contractor to stations.
- 6.3.13.2 The contractor shall have to bear the cost of any loss / damage of goods that arises after the same is handed over to the contractor at the plant.

6.3.14 Inspection of Warehouse

IRCTC reserves the right to inspect the Warehouse Facilities and the warehouse sites of the contractor at any time to assure compliance with this Agreement. The contractor shall ensure proper operation and maintenance of the Warehouse Facilities.

Before signing of contract agreement, the successful bidder shall submit the proof of having warehouses as per the minimum warehouse facilities required.

6.4 SCC for Compensation

Billing and Payment to Contractor providing CFA and transportation services

- 6.4.1 The contractor shall raise separate bill for CFA and transportation services (as both the services involve separate rates and mechanism of payment of GST) showing:
- (a) The numbers of carton supplied to departmental units.
 - (b) The numbers of cartons supplied to licensee units for which payments have been received.
 - (c) The details of GST paid on behalf of IRCTC.
- 6.4.2 Each bill must contain the following:
- (a) Print outs / Signed copies of all invoices delivered to retailers.
 - (b) Print outs / Signed copies of all goods received notes from the retailers.
 - (c) Print outs / Copies of all stock transfer notes received from IRCTC.
 - (d) Proof of GST paid for the goods sold.
- 6.4.3 The contractor's compensation for CFA and transportation services shall be based on number of cartons sold. The per carton CFA rate quoted must include all the costs incurred by the contractor while providing the CFA services as desired by IRCTC. The contractor shall also be reimbursed for the GST paid by him (for goods sold) on an actual basis.
- 6.4.4 For non-cash basis sales (Stock Transfer), the contractor task has completed when the duly acknowledged GRN is provided to IRCTC. For Cash basis sales, as the Contractor shall pay in advance, the task is completed when details print outs/signed copies of retail-cum-tax invoice along with proof of GST paid for the goods sold are received by IRCTC.
- 6.4.5 The per carton CFA rate shall include all the relevant expenses (such as rent, insurance, collection of cash from licensee and depositing the same in IRCTC account in designated locations, loading and unloading expenses, salaries, local secondary transportation etc.) that the contractor expects to incur while supplying IRCTC goods.
- 6.4.6 The contractor compensation towards CFA and transportation services shall be calculated based on the numbers of cartons delivered on both Cash and Non-Cash basis sales. This would be calculated as:
- (per carton Transportation rate + per carton CFA rate) × Number of cartons
- 6.4.7 The distribution pattern among above units may undergo change during the currency of the contract. Over and above this the contractor will also be reimbursed for all GST incurred by him on behalf of IRCTC.
- 6.4.8 IRCTC reserves the right to allocate quantities / areas among more than one bidder on account of credentials, technical capability, past performance or any other evaluation criteria in order to maintain uninterrupted Rail Neer supplies. The decision of IRCTC in

this regard shall be final and binding upon the bidders and their quoted rates shall remain firm irrespective of the quantities / areas allocated.

- 6.4.9 IRCTC does not guarantee any minimum sale to the Contractor. IRCTC also reserves the right to stop giving supply of Rail Neer to any station / block or reduce its work area to any extent during the currency of this contract without assigning any reasons.
- 6.4.10 Per carton rate of transportation & CFA for any other capacity bottles will be same as per carton rate of 1000 ml bottle (12 nos.) provided weight per carton is within 10% limit, otherwise payment will be made on weight pro-rata basis.

7.0 List of stations

Station / block wise approx. demand per day, Minimum Warehouse facility required and approx. amount of Advance Rolling Deposit are as under:

S. No.	Station	Distance between the Rail Neer Plant, and Stations in KM	Station wise approx. demand per day in cartons	Approx. amount of Advance Rolling Deposit (value of 7 days demand reduced by 10% in Rs.	Required warehouse facility (Cartons)
Block-A: 70% approx.					
1	New Delhi	18	5118	3869208	
2	Delhi	18	2134	1613304	
3	Delhi Sarai Rohilla	14	450	340200	
4	Delhi Cantt	15	147	111132	
5	Delhi Sahadara	25	214	161784	
	Total (A)-70%		8063	60,95,628.00	17500
Block-A: 30% approx.					
1	H. Nizamuddin	26	2816	2128896	
2	Anand Vihar	21	1161	877716	
	Total (A)-30%		3977	30,06,612.00	7500
	Total (A)-100%		12040	91,02,240.00	25000

Note:

List of mandatory stations, mandatory station during Non- Peak (Lean) Season i.e. (July-September & December – February) and other type of stations as amended from time to time on the basis of requirement of Railways/IRCTC can be received from Zonal office.

For warehouse purpose, for 1000 cartons, approx. 150-200 sq ft space is required.

Apart from the above-mentioned stations, the Contractor may be required to supply other stations within a Division / Block specified by IRCTC on the same awarded CFA rates. At the major stations, the demand is inclusive of mobile units i.e. train pantry cars.

8.0 Integrity Pact

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact or IP) is made onday 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).

The Integrity Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties,

The essential ingredients of the Pact include:

Section 1- Commitments of IRCTC

IRCTC commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(1) No employee of 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.

(2) IRCTC will, during the tender process, treat all bidder(s) with equity and reason. IRCTC will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not 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. IRCTC will enter into agreements with identical conditions as this one with all bidders and contractors.

(3) IRCTC will exclude from the process all known prejudiced persons.

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

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.

(1) 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.

(2) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal with respect 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.

(3) The Bidder(s)/Contractor(s) will not commit any offence under IPC/PC Act. Further the Bidder(s)/Contractor(s) will not pass any information or document provided by IRCTC as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically to others

(4) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of their Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of their foreign principals, if any.

(5) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments to be made by them to agents, brokers or any other intermediaries in connection with the award of the contract.

(6) 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.

(7) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

(8) 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. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

(9) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences,

Section 3- Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years from date of bid submission with any public/government organization that may impinge on the anti-corruption principle 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 4- Violation of Integrity Pact by Bidder(s)/Contractor(s)/Subcontractor(s)

Any violation of Integrity Pact by Bidder(s)/Contractor(s)/Subcontractor(s) before award or during execution would entail disqualification of the Bidder(s)/Contractor(s)/Subcontractor(s) and exclusion from future business dealings, as per the existing provisions of GFR 2017, PC Act 1988 and other applicable Financial Rules/Guidelines etc.

Section 5-Compensation for Damages

(1) If IRCTC has disqualified the Bidder(s) from the tender process prior to the award according to Section 4, the IRCTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) IF IRCTC has terminated the contract according to Section 4, 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 6- Independent External Monitor

(1) IRCTC has appointed competent and credible Independent External Monitor (IEMs) for implementation of the Integrity Pact after approval by Central Vigilance Commission. The task of IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under the Pact on receipt of any complaint by them from the bidder(s).

(2) The IRCTC has appointed following two Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission.

a) Shri Apurva Varna, IAS (Red.) as IEM/IRCTC, E-mail: apurvavarma1@gmail.com

b) Shri Bharat Prasad Singh. IFoS (Red.) as IEM/IRCTC, E-mail: bps.arunabb@gmail.com

(3) The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility

conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.

(4) The Bidder(s)/Contractor(s)/Subcontractor(s) accepts that the IEMs have the right to access to all documents/records pertaining to the tender for which a complaint or issue is raised before them, as and when warranted.

(5) The IEMs are under contractual obligation to treat the information and documents of the bidder(s)/ contractor(s)/ Sub contractor(s) with confidentiality. The IEMs have 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 role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP. The final authority for implementation of IP is CMD, IRCTC.

(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/Contractor(s) may take further action as per the terms and conditions of the contract

(8) The role of CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, if a complaint is received by him/her or directed to him/her by the Commission. CVO and/or the officials of the vigilance wing should not be associated by IEMs during examination of the complaints in any manner.

(9) The Word 'IEM' would include both singular and plural.

Section 7-Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor(s) 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim made/ lodged during this time, the same shall be binding and will continue to be valid even after lapse of this pact as specified above, unless it is discharged/determined by the CMD, IRCTC.

Section 8- Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the place of Registered Office of IRCTC, Le. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) 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.

(4) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(5) In the event of any contradiction between the Integrity Pact and its Annexure (if any), the clause in the Integrity Pact will prevail.

(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) _____

9.0 Form for Performance Guarantee (Bank Guarantee)

Office of GGM/ Rail Neer
IRCTC Ltd, 3rd Floor,
Tower-D, World Trade Center,
Nauroji Nagar, New Delhi-110029

Dear Sir,

Bank Guarantee No. : _____
Date of Issue : _____
Amount of Guarantee : _____
Date of Expiry : _____
Last Date of Lodging of Claim : _____

In consideration of the Indian Railway Catering and Tourism Corporation Limited, 4th Floor, Tower-D, World Trade Center, Nauroji Nagar, New Delhi-110029 (hereinafter called "The IRCTC"), having agreed to exempt _____, having its office at _____ (hereinafter called "The said Contractor(s)") from the demand, under the terms and condition of an Contract No. _____ dated _____ made between M/s Indian Railway Catering and Tourism Corporation Limited and M/s _____ for _____ (supply of CFA and transportation services) (hereinafter called "the said contract") of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____/- (Rupees _____ only) we, _____ (hereinafter referred to as the bank) at the request of _____ Contractor(s) do hereby undertake to pay the IRCTC an amount not exceeding Rs. _____/- (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the IRCTC by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Contract.

1. We _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the IRCTC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IRCTC by reason of breach by the said Contractor(s) or any reason of the Contractor(s) failure to perform the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ only).
2. We undertake to pay to the IRCTC any money as demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us making such payment.

3. We _____ further agree that the guarantee herein sustained shall remain in full force and effect during the period would be taken for the performances of the said contract and that it shall continue to be enforceable till all the dues of IRCTC under or any virtue of the said contract have been fully paid and its claims satisfied or discharged or till the IRCTC certified that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless demand of claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.
4. We _____ further agree with the IRCTC that the IRCTC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the IRCTC against the said Contractor(s) and to forbear or of enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance act or omission on the party of the IRCTC or any indulgence by the IRCTC to the said Contractor (s) or any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so reliving us.
5. At any time during the period in which this Guarantee is still valid, if the Contractor fails to perform the Works in accordance with the contract or fails to discharge himself of the liability of damages or debts, it is understood that the bank will extend this Guarantee under the same conditions from the required time on demand by the IRCTC and of the cost of the Contractor.
6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s).

NOTWITHSTANDING anything to the contrary contained herein:

- i. Our Liability under this Bank Guarantee shall not exceed Rs._____/ - (Rupees _____ only).
- ii. This Bank Guarantee shall be valid upto _____ and

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the IRCTC serve upon us a written claim or demand on or before _____(Date of expiry of the Bank Guarantee).

10.0 Eligibility Criteria cum Technical Bid

Following information/credentials/documents shall be furnished by the tenderers online along with the e-tender:

S. No	Particulars	Documents to be submitted
GENERAL INFORMATION		
1.	Name of Firm (bidder) and full office address of the bidder along with name of contact person, contact number, email ID etc.	<i>a) To be filled Name of Firm (bidder) and full office address of the bidder along with name of contact person, contact number, email ID etc.</i>
2.	Status of the bidder: Such as Company / Partnership firm / Individual etc.	<i>Please specify</i>
3.	In case of Company please enclose	<i>Upload certified Memorandum and Articles of Association along with certificates of incorporation and commencement of business etc.</i>
4.	In case of partnership firm please enclose	<i>Please write name(s) of the partners and complete address of partnership firm. Also upload self-attested certificate of registration, partnership deed, Power of Attorney, duly attested by notary, if any, executed in favour of any person (s) by any partner/partners to act on behalf of the Partners/Firm.</i>
5.	In case of proprietorship firm, please enclose	<i>Please write name(s) of the proprietor and complete address of proprietorship firm. Also upload copy of power of attorney duly attested by notary, if any, executed in favour of any persons by proprietor to act on behalf of the proprietor/firm.</i>
6.	Copy of Permanent Account Number (PAN) allotted by Income Tax Dept.	<i>Please submit copy of PAN.</i>
7.	Copy of GST registration certificate.	<i>Please submit copy of GST registration certificate.</i>
8.	Details of EMD deposit in favour of Indian Railway Catering and Tourism Corporation Limited as per details given in para- 13 of section 2 "Instructions to Bidders"	<i>Please submit proof of EMD amount deposited with IRCTC.</i>
9.	Copy of MSE/SSI Certificate, in case	<i>Please submit copy of valid MSE/SSI</i>

S.No	Particulars	Documents to be submitted
	bidder willing to get benefits of MSE/SSI firm.	<i>certificate mentioning required national industry classification code(s).</i>
TECHNICAL QUALIFYING CRITERIA		
10	Certificate of the Proprietor/ Partner / Director that the firm has not been banned / blacklisted by Ministry of Railways or any other Ministry.	<i>Please submit certificate.</i>
11.	<p>(a) For non-SSI/MSE firms:</p> <p>The bidder should have satisfactorily completed in last three financial years and the current financial year up to the date of opening of the tender, one similar single contract for a minimum of 35% of the advertised tender value of the block(s) applying for.</p> <p>(b) For SSI/MSE & Start Ups firms:</p> <p>The bidder should have satisfactorily completed in last three financial years and the current financial year up to the date of opening of the tender, one similar single contract for a minimum 25% of 35% of the advertised tender value of the block(s) applying for.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Completed service contract includes ongoing service contract subject to payment of bills amounting to at least 35% of the advertised tender value of the work. 2. Similar contract means any contract work related to: <ol style="list-style-type: none"> a. Transportation of FMCG* or F&B* or any other household consumable/durable goods. b. Carry and Forwarding Agent of FMCG or F&B or any other household consumable/ durable goods. c. Distribution of FMCG or F&B or any other household consumable/ durable goods. 	<p><i>The bidder shall establish fulfillment of similarity criteria by furnishing one or more of the following along with the e-offer:</i></p> <ol style="list-style-type: none"> <i>i. Copy of LoA/ Agreement/ Work Order along with successful completion certificate from end user indicating value of executed work, details of LOA/ Agreement/ Work order etc.</i> <i>ii. Bidder shall enclose a certificate of CA (with the name, seal & membership number of the CA) indicating value of executed work, details of LOA/ Agreement/ Work order etc. for fulfilment of technical qualifying criteria along with completion certificate from customers (clients) for satisfactory completion of works of desired values. UDIN No. is mandatory on CA certificate.</i>

S. No	Particulars	Documents to be submitted
	<p>d. Warehousing of FMCG or F&B or any other household consumable/ durable goods.</p> <p>3. For SSI/MSME firms, proof of their being SSI/MSME registered in desired sector to be submitted.</p> <p>4. All MSME bidders have to upload document along with other credentials in IRCTC tender that they have declared UAM number on CPPP.</p> <p>5. For StartUp firms Registration certificate is require issued by DPIIT for StartUP.</p> <p>*FMCG (fast moving consumer goods) and F&B (food and beverages) are such as Food and beverages, grocery items, house hold items, dairy products, fruit and vegetables, common drugs etc.</p>	
FINANCIAL QUALIFYING CRITERIA		
12.	<p>(a) For non-SSI/MSE firms:</p> <p>The firm should have a minimum turnover of 150% of the advertised tender value of the block(s) applying for in the last three financial years.</p> <p>(b) For SSI/MSE & Start Ups firms:</p> <p>The firm should have a minimum turnover of 25% of 150% of the advertised tender value of the block(s) applying for in the last three financial years.</p> <p>Note:</p> <p>(i) Last three financial years shall be considered as FY 2021-22, 2022-23 & 2023-24.</p> <p>(ii) The turnover of the firm in any of the last three financial years should not be 'Nil'.</p>	<p><i>The bidder shall establish fulfillment of financial criteria by furnishing the following documents as applicable along with the e-offer:</i></p> <p><i>i. Upload Balance sheet and Profit and Loss A/c of the financial years under consideration duly audited by a Chartered Accountant / Published Annual Report with the name, seal & membership number of the CA.</i></p> <p><i>ii. Applicants who are a Company incorporated under the Companies Act, 1956 should submit a copy of auditor's report as per provisions laid down in the above Act, along with their Balance Sheet and Profit and Loss account duly audited by a Chartered Accountant.</i></p> <p><i>iii. Applicants who are Firms / Individuals /Others, whose annual turnover is exceeding Rs. one crore per annum, should submit a copy of the Tax Audited</i></p>

S. No	Particulars	Documents to be submitted
	<p>(iii) For SSI/MSME firms, proof of their being SSI/MSME registered in desired sector to be submitted.</p> <p>(iv) All MSME bidders have to upload document along with other credentials in IRCTC tender that they have declared UAM number on CPPP.</p> <p>(v) For StartUp firms Registration certificate is require issued by DPIIT for StartUP.</p>	<p><i>Report as prescribed under the Income Tax Act, 1961 along with their Balance Sheet and Profit and Loss Account duly audited by Chartered Accountant.</i></p>
13.	The firm should have a minimum net worth of 10% of advertised contract value at the end of last financial year.	<i>Upload CA certificate indicating turnover of the firm along with the name, seal & membership number of the CA. UDIN No. is mandatory on CA certificate.</i>

(c) **Note**

- i. For ready reference, illustration of value of credentials required against eligibility criteria is as below:

Tendered value (in Rs.)	35% of Tendered value (in Rs.)	25% of 35% of Tendered value (in Rs.)	150% of Tendered value (in Rs.)	25% of 150% of Tendered value (in Rs.)	10% of Tendered value (in Rs.)
9,54,50,700	3,34,07,745	83,51,936	14,31,76,050	3,57,94,013	95,45,070

- ii. Non submission of any of the document against S. No. 10 to 13 will lead to summarily rejection of the offer and no correspondence in this regard shall be made /entertained.
- iii. Only those bidders, who are qualifying all the eligibility criteria above, shall be eligible for opening of financial bid.
- iv. The data submitted by the successful applicants, in compliance of the above eligibility conditions shall be subject to verifications by IRCTC itself or through a contractor (Expert 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 Security deposit. In such eventuality the successful bidder will also be debarred for **Two (02) years** from participating in the future projects of IRCTC.
- v. IRCTC reserve the right to inspect warehouse/warehouse space, office etc. or through any other contractor as notified by IRCTC.

- vi. IRCTC reserves the right to cancel the Tender process at any time without assigning any reasons.

(d) Declaration

- i. I/We hereby propose to apply for Contractor for CFA and transportation services.
- ii. I/ We do hereby declare that to the best of my/our knowledge and belief, the information given in the above Technical Offer and the annexures and documents accompanying it are correct, complete and truly stated and also that we shall be bound by the acts of my/ our duly constituted attorney.
- iii. I/We further understand that in case of any information submitted by me/us being found to be incorrect either before or even after the award of tender, IRCTC will have the right to summarily reject the bid, cancel the tender or revoke the same at any time without assigning any reason whatsoever.
- iv. I/We hereby understand that the submission of offers/ bids does not guarantee award of tender.
- v. I/We hereby acknowledge that we have reviewed and comprehended the instructions, terms, and conditions set forth in the tender documents provided by you. Furthermore, we have conducted a thorough examination of the detailed scope of work outlined therein and are fully aware of the nature and extent of the services required.
- vi. I/We acknowledge that our participation in the tender signifies our affirmation that we have read, understood, and accepted all terms and conditions set forth on every page of the tender document.
- vii. I/We hereby agree to maintain the validity of our offer for the complete period mentioned in the tender document from the date of bid opening and acknowledge that we shall be bound by any communication of acceptance received within that period. We commit to commencing work in accordance with the tender, regardless of whether a formal contract is executed at a later date.
- viii. I/We have online submitted all documents/credentials required as per eligibility criteria mentioned in the tender document.

(Signature of the Applicant)

Name.....

Address:.....

Date:.....

Place:.....

Seal

11.0 Financial Bid (Offer form)

(a) Our offered rates for tendered work are as under

Block No.	Divisions	Per carton CFA rates in Rs. (Excl. GST) for all stations in the block	
		In figures (Rs.)	In words (Rs.)
A	Delhi (Norther Railway)	<i>To be filled online</i>	<i>To be filled online</i>

(b) **Note**

- i. We declare that the offered rates (excluding GST) in Indian Rupees pertain to the entire scope of work detailed in the tender documents for the respective block(s). We will bear all other taxes (except GST) like municipality, state, national except those explicitly mentioned in the tender document.
- ii. We declare that the above quoted rates are firm and shall not be subject to any variation except diesel price & WPI variation for the entire period of the contract as well as for any extension period of the contract.

Date

Place

Signature

Name:

Designation.....

Common Seal.....