DISCLAIMER

The information contained in this Tender Document has been prepared solely for the purpose of providing information to the interested parties, and is not in any way binding on IRCTC Ltd.

By accessing this Tender Document, you agree that IRCTC Ltd will not be liable for any direct or indirect loss arising from the use of the information and the material contained in this Tender Document. Please check with the IRCTC Ltd., Corporate Office, 9th Floor, Bank of Baroda Building, 16, Parliament Street, New Delhi – 01 office about the conditions applicable.

This tender document is only a specimen for calling limited tenders from already short listed suppliers of individual items & the tender conditions are liable to modification depending on the item for which Rate Contract is to be finalized.

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INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD

TENDER DOCUMENTS

TENDER NO.: 2007/IRCTC/CATG./PROC./RC/CO/(ITEM)/DT. (Date).

Tender for Finalization of Rate Contract for supply of (Item) for a period of 2 (Two) year to following Catering Units of Indian Railway Catering And Tourism Corporation Limited (IRCTC).

<table>
<thead>
<tr>
<th>Location</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>East Zone-I</strong></td>
<td>Burdwan, Sealdah, Bolpur, Asansol, Malda, Jamalpur, Bhagalpur, Cuttack, Khurda Road, Behrampur, Vizag, Puri, Vijayanagaram, Ranchi, Kharagpur, Rourkela, Tatanagar, Howrah, Bhubaneswar, Bilaspur etc.</td>
</tr>
<tr>
<td><strong>East Zone-II</strong></td>
<td>Patna, Mughalsarai, Barauni, Samastipur, Gaya, Guwahati, New Jalpaiguri, New Tinsukia, Kiul etc.</td>
</tr>
<tr>
<td><strong>North Zone</strong></td>
<td>New Delhi, Delhi, Hazrat Nizamuddin, Moradabad, Pathankot, Jammu Tawi, Lucknow, Varanasi, Allahabad, Kanpur, Tundla, Gorakhpur, Kathgodam, Ajmer, Ludhiana, Jhansi, Jaipur etc.</td>
</tr>
<tr>
<td><strong>South Central Zone</strong></td>
<td>Secunderabad, Hyderabad, Kazipet, Guntakal, Renigunta, Thirupathi, Dharmavaram, Cuddapah, Vijaywada, Rajahmundry, Samalkot, Gudur, Ongole, Guntur etc.</td>
</tr>
<tr>
<td><strong>South Zone</strong></td>
<td>Chennai, Ernakulam, Madurai, Erode, Hubli, Bangalore, Trivandrum, Arrakonam, Jolarpettai etc.</td>
</tr>
<tr>
<td><strong>West Zone</strong></td>
<td>Mumbai, Surat, Pune, Solapur, Miraj, Etarsi, Ballarshah, Nagpur, Vadodra, Kota, Ahmedabad, Bhusawal, Ratlam, Mathura, Agra etc.</td>
</tr>
</tbody>
</table>

Approximate and indicative total value of procurement through this Rate Contract during the period of 2 years is estimated to be Rs. (Amount).

Last date and Time of Submission : (Date) by 15:00 Hrs

Date and Time of Opening of Tenders : (Date) by 15:15 Hrs

Address : Director (CS)
Indian Railway Catering & Tourism Corporation Ltd.
9th Floor, Bank of Baroda Bldg.,
16, Parliament Street,
New Delhi-110001
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PREAMBLE

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

Indian Railways (IR) is one of the largest and busiest rail networks in the world and important form of public transportation in the country. IR operates more than 7,000 passenger trains across the length and breadth of the country and carries more than 16 million passenger everyday over 63,000 route kilometers. Railways provide catering services at more than 3000 railway stations and 750 pair of trains.

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

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

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

Subject: Submission of Tender for Rate Contract for period of two years for Supply of (Item) to Departmental Catering Units of Indian Railway Catering and Tourism Corporation at the following railway stations

Ref: TENDER NO.: 2007/IRCTC/CATG./PROC./RC/CO/(ITEM)/Dt. (Date).

1. Sealed tenders are invited by Indian Railway Catering and Tourism Corporation Ltd., New Delhi for finalization of rate contract for supply of the subjected item(s) as per the Conditions laid down in this Tender Document.

Date and Time of Opening of Tenders : (Date) at 15:15 HRS

Place of Opening of Tender : Director (CS)
Indian Railway Catering & Tourism Corporation Ltd.
9th Floor, Bank of Baroda Bldg.,
16, Parliament Street,
New Delhi-110001

Location

**East Zone-I** (Burdwan, Sealdah, Bolpur, Asansol, Malda, Jamalpur, Bhagalpur, Cuttack, Khurda Road, Behampur, Vizag, Puri, Vijayanagram, Ranchi, Kharagpur, Rourkela, Tatanagar, Howrah, Bhubaneshwar, Bilaspur etc.)

**East Zone-II** (Patna, Mughalsarai, Barauni, Samastipur, Gaya, Guwahati, New Jalpaiguri, New Tinsukia, Kiul etc.)

**North Zone** (New Delhi, Delhi, Hazrat Nizamuddin, Moradabad, Pathankot, Jammu Tawi, Lucknow, Varanasi, Allahabad, Kanpur, Tundla, Gorakhpur, Kathgodam, Ajmer, Ludhiana, Jhansi, Jaipur etc.)

**South Central Zone** (Secunderabad, Hyderabad, Kazer, Gunakal, Renigunta, Thrupathi, Dharmavaram, Cuddapah, Vijaywada, Raajhmsundry, Samalkot, Gudur, Ongole, Guntur etc.)

**South Zone** (Chennai, Ernakulam, Madurai, Erode, Hubli, Bangalore, Trivandrum, Arrakonam, Jolarpettai etc.)

**West Zone** (Mumbai, Surat, Pune, Solapur, Miraj, Etarsi, Ballarshah, Nagpur, Vadodra, Kota, Ahmedabad, Bhusawal, Ratlam, Mathura, Agra etc.)

Approximate and indicative total value of procurement through this Rate Contract during the period of 2 years is estimated to be Rs. (Amount).

2. Tenders should be filled with neat, legible and correct entries. Indistinct figures should be avoided. The amount/ rates should be filled in figures as well as in words. Correction/Omission/Overwriting/Cuttings should be dated and initialed. Being different in words and figures the rate written in words shall be taken for calculation.

3. The Tender should be signed at all places provided therein. Also all pages and corrections/ alterations should be initialed. Each of the Tender documents is required to be signed, along with the seal, by the authorized person/ persons submitting the Tender.
in token of his/ their having acquainted themselves with the Instructions to Tenderers, Standard Conditions, Special conditions, Financial Bid and all other clauses of this tender document. Any Tender Document not so signed is liable to be rejected.

4. The successful Tenderers shall be intimated about the Award of Contract.

5. The Tender shall remain open for acceptance for 90 days from the date of opening of tender.

6. Indian Railway Catering And Tourism Corporation Ltd. reserves the right to reject any/ all Tenders without assigning any reason and shall not be bound to accept lowest tender.

7. The Notice Inviting Tender and the enclosed Instructions to Tenderers, Standard Conditions, Special Conditions, Covering Letter Format and Financial Bid Format shall form the part of Tender Documents. This document consists of 27 pages including one index page and one cover Page.

(Tanweer Ismail)
Assistant Manager- Procurement
for Indian Railway Catering and Tourism Corporation Ltd.

******************************************************************************
INSTRUCTIONS TO TENDERERS

The Indian Railway Catering and Tourism Corporation Ltd. hereinafter called the Purchaser, proposes to obtain sealed tenders from the manufacturers/suppliers of (Item) in accordance with the instructions following hereafter.

1.0 General:

Date & Time up to which Tenders will be received: *(Date) at 15:00 HRS*

Date & Time of Opening of Tender: *(Date) at 15:15 HRS*

(Tender will be opened in presence of bidders, whosoever wishes to be present in the office of the corporation to witness the opening of Tender.)

Envelope containing the Tender to be addressed to:

Director (CS)
Indian Railway Catering & Tourism Corporation Ltd.
9th Floor, Bank of Baroda Bldg.,
16, Parliament Street,
New Delhi-110001

2.0 Documents to be submitted by Tenderers:

1. The entire tender document in original stamped, dated and signed on each page.

2. Covering Letter as per Format enclosed – Annexure : III.

3. Financial Bid as per Format enclosed – Annexure : V.

2.1 The tender should be sealed in a packet. The packet containing the Tender should be clearly marked “TENDER NO.:2007/IRCTC/CATG./PROC./RC/(ITEM)/Dt. (Date),” in bold capital letters and “To be opened on (Date) at 15:15 HRS” should be written boldly below it.

3.0 Validity:

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

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

3.2 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by IRCTC to the tenderer. While the offers are under such consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting IRCTC by any means. If necessary, IRCTC will obtain clarifications on the offers by requesting for such information from any or all the tenderers, in writing, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened.
4.0 Tender Evaluation
During tender evaluation, IRCTC may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and response shall be in writing.

5.0 Rates:
The tenderers should quote for rates inclusive of Sales Tax, Excise Duty and VAT or any other statutory levies applicable on the item(s) and freight, Octroi or any other expenses for delivery of item(s) at the destination(s). The offers with rates not quoted inclusive of Sales Tax, Excise Duty, VAT etc. and Freight etc. are liable to be rejected.

5.1 The rates finalized against this tender shall be valid for a period of 1(one) year from the date of award of contract.

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

5.3 Prior to the detailed evaluation, IRCTC will determine whether each tender document is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations, exceptions, objections, conditionalities, or reservation material deviation, exception, objection, conditionality, or reservation is:
   a. One that limits in any substantial way the scope, quality, or performance of the product/material/materials.
   b. One that limits, in any substantial way that is inconsistent with the tender documents, IRCTC rights or the successful bidders' obligations under the contract; and
   c. One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids. If a bid is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the bidder by correction of the nonconformity. IRCTC’s determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by IRCTC in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.

6.0 The Purchaser reserves the right to allot either full or partial quantities to one or more or all Suppliers. The approximate volume, as indicated in this tender document, is indicative and may change. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for the decision.

7.0 The tenderers shall supply the quantity, as and when desired by IRCTC, at the accepted rate.

8.0 Tenders are not transferable.

9.0 IRCTC reserves the right to reject or accept any tender in whole or in part on account of credentials, technical capability, past performance or any other evaluation criteria to ensure uninterrupted supply of material. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for the decision.

10.0 IRCTC reserves the right (a) to enter into parallel rate contract(s) simultaneously or at any time during the period of the rate contract with more tenderers as IRCTC may think fit, and (b) to place ad-hoc contract or contracts simultaneously at any time during the
period of this contract with more supplier(s) / tenderer(s) for such quantity and such item as the competent authority of IRCTC (whose decision shall be final) may determine.

11.0 Tenderers are invited to quote their rates on the enclosed format provided in Annexure – V in accordance with the above instructions and all the conditions of contract.

12.0 Offers sent by post should be by ‘Registered post’ / ‘Courier’ with acknowledgement duly addressed to:

Director (CS)
Indian Railway Catering & Tourism Corporation Ltd.
9th Floor, Bank of Baroda Bldg.,
16, Parliament Street,
New Delhi-110001

13.0 The Tenderers must ensure that the conditions laid down for submission of offers as detailed in the preceding paras is completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may summarily be rejected.

*********************************
A. Definitions and Interpretation

1.0 In the Contract, Unless the context otherwise requires;

1.1 “Consignee” means where the materials are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified by the Direct Demanding Officers to whom they are to be delivered at the destination; where the materials are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons, and in any other case the person to whom the materials are required by the acceptance of tender to be delivered in the manner therein specified;

1.2 “Contract” means and includes the invitation to tender, instructions to tenderers, tender, acceptance of tender, Standard Conditions to Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the/ for the Supplier and a formal agreement, if executed;

1.3 The “Suppliers” means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the suppliers’ successors (approved by IRCTC) representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract;

1.4 “The Inspecting Officer” means the person specified in the contract for the purpose of Inspection of materials or services under the contract and he is an officer authorized by IRCTC and/or Chief Medical Officer of Railway Administration.

1.5 “Particulars”: include —
   (a) Specifications;
   (b) Any other details governing the construction, manufacture or supply of materials as may be prescribed by the contract.

1.6 “The Purchaser” means the Indian Railway Catering and Tourism Corporation Ltd. (IRCTC).

1.7 “Purchaser Officer” means the officer signing the acceptance of the tender and includes any officer who has authority to execute the relevant order as part of the contract on behalf of the Purchaser.

1.8 “Materials” means the goods specified in the contract which the Supplier has agreed to supply under the contract;

1.9 “Test” means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer/ Catering-in-Charge whether performed or made by the inspecting Officer or any agency acting under the direction of the Inspecting Officer/ Catering-in-Charge.

1.10 “Unit” and “Quantity” means the unit and quantity specified in the contract.
1.11 The delivery of the materials shall be deemed to take place on delivery of the materials in accordance with the terms of the contract, after approval by the Catering-in-Charge or his representative if so provided in the contract, to-

(a) The consignee at his premises; or

(b) Where so provided the interim consignee at his premises; or

(c) A carrier or other person named in the contract for the purpose of transmission to the consignee, or

(d) The consignee at the destination station in case of contract stipulating for delivery of materials at destination station.

1.12 Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended), or the Indian Contract Act, 1872 (as amended), as the case may be.

1.13 This Contract shall be governed by the Laws of India for time being in force.

1.14 Reference to any Statute or Statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

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

1.16 Any notices required to be given under this agreement/contract shall be in writing and shall be deemed to have been served if sent by registered/airmail/courier post correctly addressed to the Parties to this Contract.

1.17 Words importing the singular shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa. References to whole shall include the part and vice versa.

1.18 The Courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

1.19 The heading of these conditions shall not affect the interpretation or construction thereof.

B. General

2.00 PARTIES:
The parties to the contract are the Supplier and the Purchaser, as defined in Clauses 103 and 106.

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

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

b. Any communication or notice on behalf of IRCTC in relation to the contract may be issued to the Supplier by the Catering-in-Charge and all such communications and notices may be served on the Supplier either by registered posts or under certificate of posting or by ordinary post or by courier or by hand delivery at the option of such officers.

3.0 **CONTRACT:**

3.1. This contract is for the supply of the materials of the description, specifications and in the quantities set forth in the contract/ acceptance of the tenders on the date or dates specified therein. Unless otherwise specified, the materials shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Catering-in-Charge/ Inspecting Officer.

3.2. Any variation or amendment of the contract shall not be binding on IRCTC / Supplier unless and until the same is duly endorsed on the contract incorporated in a formal instrument (Rider Agreement) or in exchange of letters and signed by the parties.

3.3. Each party shall undertake with the other to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of the Contract/ Agreement.

4.0 **SECURITY DEPOSIT:**

4.1 Unless otherwise agreed between IRCTC and Supplier, the Supplier shall, within 15 days after written notices of acceptance of the tender has been posted to the Supplier, deposit with the Corporation (in the form of Demand Draft in favour of Indian Railway Catering and Tourism Corporation Ltd. drawn on scheduled commercial bank payable at New Delhi) a sum equal to 5 percent of the total value of the materials detailed in the contract for which the tender has been accepted, subject to a maximum of Rs. 25,00,000/- as a security for the due fulfillment of the contract.

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

(a) to recover from the Supplier the amount of such security deposit by deducting the amount from the pending bills of the Supplier under any other contract with IRCTC, or

(b) to cancel the contract or any part thereof and to purchase or authorize the purchase of the materials at the risk and cost of the Supplier.

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

4.4 IRCTC shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Supplier.
in the fulfillment or performance in all respect of the contract under reference or any other contract with IRCTC or any part thereof to the satisfaction of IRCTC and IRCTC shall also be entitled to deduct from the said deposits any loss or damage which IRCTC may suffer due to any act or other default, recoverable by IRCTC from the Supplier in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the supplier to maintain the said security deposit at its original limit by making further deposits, provided further that IRCTC shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the supplier under this or any other contracts with IRCTC.

5.0 EXECUTION OF CONTRACT:

5.1 The delivery schedule will be given by the Direct Demanding Officers or any person authorized by him in writing in the prescribed format of purchase orders. The supply can be had as and when required by the unit concerned, through the Direct Demanding Officers.

5.2 The supplier shall deliver the material at IRCTC Catering Units strictly according to the requirements intimated by the DDO or his representative not less than E2 (Assistant Manager) level as the case may be during the currency of contract within agreed upon / reasonable period.

5.3 Time for and Date of delivery the essence of the Contract

The time and the date specified in the contract or as extended for the delivery of the materials shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) so specified or extended. The time limit for delivery mentioned above shall be deemed to be the essence of the contract and should the supplier fail to complete delivery (including replacement of rejected supplies or unsold stock) within the stipulated time and in the manner prescribed in the schedule and specifications the IRCTC shall be entitled to purchase the required quantity on the account and at the risk and cost of the supplier and the supplier shall be liable for any loss or damage which the IRCTC may sustain by reason of such failure on his part.

5.4 On delivery of the material at the IRCTC premises, the Station Officers or his representative will inspect the supply and take over the supply if it is in accordance with the specifications and approved sample. The delivery challan of the supplier will then be duly stamped and signed by the Station Officers or his representative as the actual net weight of the quantity taken over from the Supplier.

5.5 In the case of replacement of the rejected supply is ordered, similar procedure as detailed above will be followed for grant of material receipt on your delivery challan. In the case of rejected supplies whether replaced or not, all the handling weighment and other charges incurred by the IRCTC, will be recovered from the supplier’s bills or security deposit.

In the case of any dispute regarding the quantity, decision of the DDO shall be final.

5.6 The whole order should be executed in the most approved and workman like manner to the entire satisfaction of IRCTC and any authorized representative of the IRCTC shall have the power to reject any supply which he may disapprove of as not conforming to the specifications and stipulations mentioned herein. The supplier will be required to remove the rejected supplies immediately and replace the stocks within 48 hours of the time of rejection. If not removed during the time specified above, IRCTC shall have the right to dispose of the rejected supplies at the supplier's risk and on his account.

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

5.7 No consignment shall be treated as having been supplied until and unless it is as per the written order placed, it has been sampled and accepted by the consignee and the decision of IRCTC as regards quality or quantity of supplies delivered shall be final and IRCTC shall be entitled to reject any or all the supplies as unsuitable.

5.8 The supplier should submit **Warranty Certificate** mentioning “WE HEREBY CERTIFY THAT ITEMS MENTIONED IN THE CHALLANS/ BILLS ARE WARRANTED TO BE OF THE NATURE AND QUALITY WHICH THESE PURPORT TO BE AND TO BE IN ACCORDANCE WITH STATUTORY REGULATIONS. WE ALSO CERTIFY THAT THE PRODUCT IS FIT FOR HUMAN CONSUMPTION” with each supply.

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

5.10 The Supplier shall as may be required by IRCTC deliver F.O.R. (Freight on Road) at the place/places detailed in the contract, the quantities of the materials detailed therein and the materials shall be delivered or dispatched not later than the dates specified in the delivery schedules issued as per requirement by Departmental Catering units. The delivery will not be deemed to be complete until and unless the materials are inspected and accepted by the Station/ inspecting officer as provided in the contract/acceptance of the tender.

5.11 The quantities will be specified as and when required. The quantities shown on the tender form are only approximate and intended to give the tenderers an idea of the turnover they can expect. The IRCTC Administration reserves the right to order any quantity.

The payment will be made only for actual quantities ordered from time to time by the appropriate authority for the prescribed material and supplied by the supplier.

5.12 Consignor’s Right of Rejection notwithstanding any approval which the Station/ Inspecting officer may have given in respect of the any materials or other particulars involved in the performance of the contract (whether with or without any test carried out by the Supplier or the Station/ Inspecting Officer or under the direction of the Inspecting officer) and notwithstanding delivery of the materials where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of IRCTC, to reject the materials or any part, portion or consignments thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such materials or part, portion or consignment thereof is not in all respects in conformity with the Terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise hownsoever.

### 6.0 QUALITY:

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

6.2 Each supply should be fresh (see table) and of good quality according to the specification as mentioned in the tender form.
<table>
<thead>
<tr>
<th>Sr.</th>
<th>Shelf life</th>
<th>Should not be older than</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12 months</td>
<td>60 days</td>
</tr>
<tr>
<td>2</td>
<td>9 months</td>
<td>45 days</td>
</tr>
<tr>
<td>3</td>
<td>6 months</td>
<td>30 days</td>
</tr>
<tr>
<td>4</td>
<td>3 months</td>
<td>15 days</td>
</tr>
<tr>
<td>5</td>
<td>1 month</td>
<td>5 days</td>
</tr>
<tr>
<td>7</td>
<td>1 week or less</td>
<td>Same day</td>
</tr>
</tbody>
</table>

6.3. The products to be supplied shall confirm to the standards laid down in Prevention of Food Adulteration Act – 1954 and additions & alterations thereto from time to time and will also be subject to inspection by the Railway Administration/ Chief Medical Officer or any Officer authorized by IRCTC on its behalf. If, on inspection, the same are rejected as being unwholesome or otherwise unfit for human consumption, the supplier shall replace the goods and loss on this account will be borne by the supplier. The supplier shall also bear the cost of chemical analysis, should such examination be considered necessary in the public interest by the officials of the IRCTC. The decision of IRCTC representative / Railway Administration/ Chief Medical Officer / Testing Laboratory will be final and binding on the supplier.

6.4. The supplier(s) shall be responsible for the compliance of the provision of Prevention of Food Adulteration Act, 1954. Railway doctors and sanitary inspectors who have been appointed as Food Inspectors under section 10 and 11 of the said Act, shall have all the powers of the Food Inspectors conferred by the said Act. The supplier(s) shall also treat them as Food Inspectors duly appointed under the said Act.

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

6.6. The products supplied must be free from dust and extraneous matter and should be clean and/ or screened in advance for that purpose, if necessary.

6.7. Suppliers have to submit an undertaking that the products to be supplied by them are fit for human consumption and in no way injurious to human health and the shelf life of the product may be indicated before commencement of supplies.

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

6.9 Suppliers will indicate Date of Manufacturing & shelf life/ expiry date on the delivery challans.

6.10. Inspection By Purchaser For Quality:
IRCTC shall have the power:
(i) To certify any materials or part thereof of submitted for inspection that they are not in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
(ii) To reject any materials submitted as not being in accordance with the particulars.
(iii) To reject the whole of the installment, if after inspection of such portion thereof as it may in its discretion think fit, it is satisfied that the same is unsatisfactory.
(iv) the Inspecting Officer’s decision as regards the rejection shall be final and binding on the Supplier.

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

6.12 **Cost of Test:** The supplier is liable to pay for any Test done on the product supplied for conformity on quality.

7.0 **SAMPLES:**

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

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

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

7.4 Where the contract/ acceptance of the tender does not require any advance sample to be approved, the Supplier may before proceeding with bulk manufacture or delivery of the materials, if he so desires may consult the Station Officer, submit to the Inspecting Officer for inspection a sample of the materials in which case a quantity advised by the Inspecting Officer shall be submitted. The Supplier shall not, however, be entitled to be shown any consideration or given any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.

8.0 **RISK PURCHASE CLAUSE**

8.1 IRCTC reserves the right to make emergent purchase in case of failure of supply/ rejected supply either in part or full as per demand placed by the Station Officer and amount paid of such purchases should be adjusted from the supplier’s Bill and may take following punitive actions.

   a) Fine to the tune of 2% of total amount supply not made/ degraded supply made may be imposed on the total value of the material for non supply/ short supply/ degraded supply etc. The fine amount will be deducted from the bill submitted for the next material supplied.

   b) The occurrence of such events 3 times during the contract period will lead to cancellation of contract by IRCTC at any time after serving warning on each such event. The cancellation of contract will automatically come into effect from the last working hour of a scheduled delivery date after serving the last warning. On such event of cancellation the supplier will be black listed and will not be allowed to participate in any Tender / supply contract for a period of one year. On event of cancellation of contract the security deposit available with IRCTC for the contract will be forfeited.

9.0 **PACKING:**

9.1 The Supplier shall pack at his own cost the materials sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.
9.2 Unless otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums and wrappings) in which the materials are supplied by the Supplier, shall be considered as non-returnable and their cost as having been included in the contract price.

9.3 All markings shall be carried out with such material as may be found satisfactory by IRCTC as regards quickness of drying, fastness and indelibility.

9.4 The Inspecting Officer may reject the materials if the materials are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the materials by the Inspecting Officer shall be final and binding on the Supplier.

9.5 In case of supply of commodities, the supplier must have to pack the material in a polythene bag as an inner to any other outer packing such as gunny bag of pack size mentioned by IRCTC.

9.6 Each bale or package or packet delivered under the contract shall be marked/ tagged by the Supplier as mentioned below
   a) Name and address of the Supplier,
   b) Description of the materials and the quantity contained in such bale or package.
   c) “SPECIALY PACKED FOR IRCTC” along with IRCTC logo.

9.7 Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the descriptions and with distinctive number or mark sufficient for the purpose of identification.

9.8 Products which are marked with IRCTC logo and “Specially Packed for IRCTC,” would not be sold through any outlets other than those which are operated by Indian Railways/IRCTC/IRCTC Licensees. Breach of this condition will render the supplier liable to suspension/cancellation of Rate Contract with IRCTC.

10.0 WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED.
10.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, IRCTC shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from security, if any, deposited by the Contractor and for the purpose aforesaid, IRCTC shall be entitled to withhold the said cash/security deposit of the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claims. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, IRCTC, shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with IRCTC pending finalization or adjudication of any such claim.

10.2 It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by IRCTC will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court.

10.3 Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by IRCTC from the Supplier, shall be decided by IRCTC, whose decision thereon shall be final and binding on the Supplier.
11.0 INDEMNITY
11.1 The Supplier shall at all times indemnify IRCTC against all claims which may be made in respect of the materials for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against IRCTC, IRCTC shall notify the Supplier of the same and the Supplier shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

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

13.0 CORRUPT PRACTICES
13.1 Supplier is expected to observe the highest standard of ethics during the execution of this contract. If the supplier has engaged in corrupt or fraudulent practices, in competing for or in executing the contract, IRCTC may, after giving 14 days notice to the supplier, terminate the Contract. In pursuit of this policy, IRCTC:
   a. Defines, for the purposes of this provision, the terms set forth below as follows:
      i. “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action in the procurement process or in Contract execution; and
      ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of IRCTC and includes collusive practices among bidders (prior to or after bid submission) designed to get itself short listed for participating in the bidding process, to establish bid prices at artificial, non-competitive levels and to deprive IRCTC of the benefits of free and open competition;
   b. Will reject a proposal for award if it determines that the tenderer being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

14.0 BREACH OF CONTRACT:
14.1 Any breach of the terms & conditions mentioned in this tender document by the Supplier, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or the committing of any offence by the Supplier or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other act enacted for the prevention of corruption by public servants shall entitle IRCTC to cancel the contract and all or any other contracts with the Supplier and to recover from the Supplier the amount of any loss arising from such cancellation.

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

15.2 The suppliers will indemnify IRCTC/ Railway administration for all losses and damages which may arise out of the agreement.

16.0 PENALTY
16.1 The supplier shall be liable to pay such penalty as IRCTC may inflict for complaints against the supplier; which in their opinion are bonafide and substantiated. A minimum fine of Rs 5000/- may be imposed in each case.

17.0 EVENTS OF DEFAULT
17.1 In the event of any breach of the said terms and conditions of the Contract, the IRCTC shall be entitled to forfeit the whole or the part of the security deposit besides terminating or revoking the contract.

IRCTC may initiate process for termination of Contract in the following event of default:
17.2 Breach of any of the terms or conditions or obligation of Contract on part of Supplier / his employees / agents.
17.3 Any major material alteration in the agreed upon specification (if any) of the product to be supplied without the authorization of IRCTC and / or competent authority.
17.4 IRCTC at their discretion may call for any record to satisfy themselves regarding supply of material to catering units. The supplier shall provide every help/ document related to IRCTC, failing which it may amount to breach of condition of the contract.
17.5 The Supplier being adjudged bankrupt/ insolvent or a trustee/ receiver being appointed on the Supplier.
17.6 Repudiation of agreement by Supplier or otherwise evidence of intention not to be bound by the agreement.
17.7 Persistent closure of business by Supplier /Sub-Supplier for consecutive 45 days or more in any business year.
17.8 Failure to adhere to any of the due dates for supply.
17.9 IRCTC at their discretion may call for any record to satisfy them regarding the supply and Supplier will provide every help failing which it may amount to breach of condition of the Contract.
17.10 The supplier will submit details of supplies made, every month, failing which it may amount to breach of condition of the Contract.

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

19.0 Fall Clause
19.1 The MRP for the products supplied under the Rate Contract by the Suppliers shall in no event exceed the lowest MRP at which the supplier sells the products or offers to sell products of identical description to any person(s)/organization(s) including the purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all supply orders placed during the currency of Rate Contract is completed.
19.2  If at any time during the said period, the supplier reduces the Sale Price (MRP), sells or offers to sell such products to any person(s)/organization(s) including the purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this Rate Contract, he shall forthwith notify such reduction or sale or offer of sale to IRCTC and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.

19.3  The supplier shall furnish following certificate to the DDO’s alongwith each bill for payment for supplies made against the Rate Contract:

“I/We certify that there has been no reduction in Sale Price (MRP) of the products of same/identical description to the products supplied to IRCTC under the Rate Contract herein and such products have not been offered/ sold by me/us to any person(s)/organization(s) including IRCTC or any department of Central Government or any department of State Government as the case may be upto the date of billing / the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at a price lower than the price charged to IRCTC.”

20.0  MISCELLANEOUS

20.1  Successful parties would be given maximum fifteen (15) days time or less time, as the case may be, from the date of issue of the letter of award of Licence, for payment of the Security Deposit (if any) and to convey his acceptance of award of contract. In case supplier fails to accept the offer of award of contract, his Standing Earnest Money Deposit (SEMD) shall be forfeited by IRCTC. The supplier shall be debarred from participating in the future projects of IRCTC for a period of one year.

20.2  Any notice to be served on the supplier’s shall be deemed to be sufficiently served if delivered at or sent by registered post addressed to the Supplier at their registered office or last known place of business. Any notice to be served by the supplier on IRCTC shall be deemed to be sufficiently served if, delivered/sent by registered post addressed to the Director (CS), Indian Railway Catering and Tourism Corporation Limited at its Corporate office at 9th floor, Bank of Baroda Building, 16 Parliament Street, New Delhi-110001.

20.3  The Direct Demanding Officers on behalf of IRCTC will specify to the Suppliers, in writing in the prescribed format of purchase order, the quantity to be delivered and the times, place and date etc. when the articles are to be delivered as well as the officials who will receive them on his behalf. His decision on the nature and extent of the orders given and supplies received is final and binding on the Supplier. No tolerance will be accepted for late delivery and penalty clause, as mentioned in Standard Conditions of Contract, shall apply to all late deliveries subject to acceptance of the material by the Consignee and extension of the delivery date by IRCTC. Transit insurance has to be arranged by the Supplier. It may be noted the quantity supplied should not be in excess of the ordered quantity. No additional payment will be made for excess quantity and it will not be adjusted with the subsequent order.

20.4  Participating tenderers to furnish region/area wise details of authorized distributors. As such supplies can be made through stocklist of these distributors but invoicing should be done by authorized distributor to all respective zonal officers.

20.5  Tenderers to make a note that all the licensees/caterers providing catering services to IRCTC have been advised to sell approved brands of (Item). It is therefore apparent that approximate value of purchase of (Item) over IRCTC setup is much more than Rs. (Amount) indicated in the tender documents. Tenderers are therefore to give due consideration while offering discount for various products indicated in the tender document.
20.6 All delivery schedules are subject to provincial and Central Government Rules and Regulations which are or may be in force for the time being in respect of Civil Rationing of Central or Restrictions on movements of food stuffs or other articles.

20.7 Till the formal rate contract issued to the suppliers by IRCTC, this tender document will be an agreement/rate contract between the supplier and IRCTC. The terms & conditions of the tender document will be binding on both the parties.

20.8 The supplier shall maintain full records pertaining to supply of material to Purchaser (e.g. accounts, voucher, bills etc.) and make it available for inspection to IRCTC.

20.9 IRCTC Administration will not be liable to the Supplier for any thing that may happen to the supplier’s commodities until the same pass into the physical possession of the Station Manager or Medical Officer and are accepted by them.

20.10 In case of perishable commodity only, if the supply is not required for any particular day or days, the IRCTC Administration may give 48 hours notice in writing to the Supplier to stop the supply of such perishable commodity on the particular day or days without being liable to pay any compensation whatsoever and the Supplier shall not supply the same for the day or days so advised.

20.11 The IRCTC Administration also reserves the right to stop taking supply of any item of this contract or reduce its quantity to any extent during the pendency of this contract without assigning any reason therefore.

20.12 The manufacturer shall not sublet or assign directly or indirectly his contract, or any part thereof or any interest therein, to any persons who so ever without the prior written permission of IRCTC. Such subletting assignment, transfer shall not be binding upon IRCTC and in the event of the manufacturer/ supplier infringing the provision of this clause, IRCTC shall be at liberty to terminate the contract forthwith without any previous notice to the manufacturer/supplier and the manufacturer/supplier shall have no claim whatsoever in consequences of such termination of the contract. IRCTC shall be entitled to purchase any item of this contract elsewhere on the manufacturer/supplier’s account and risk, and the manufacturer/supplier shall be liable for any loss or damage which IRCTC may sustain in consequences or arising out of such purchase.

20.13 The special conditions enclosed in Annexure – II for supply shall apply to the contract for supply of the material mentioned in the Financial Bid. The Standard Conditions of Contract (for supply of materials) shall apply except for the provisions mentioned therein special conditions. Where Special conditions differ from the Standard Conditions, the Special Conditions shall override the Standard Conditions.

20.14 The firms short listed in Category B are eligible to participate in Limited Tender, would be considered for Rate Contract for a value of up to 10% of the departmental requirement of a particular station, as mentioned in the letter of short listing. The quantity to be offered to such firms will depend on the discount quoted by the firms. The Rate Contract offered will be subject to conditions mentioned in the letter of short listing.

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

21.1 The rates quoted should be firm, inclusive of all taxes, rates or duties whatsoever payable to the Government or any other statutory body, inclusive also of packing and all other incidental charges for free delivery at catering unit.

21.2 The Sales Tax, General tax or any other charge, rate, tax etc. that will be payable shall be paid by the supplier direct to the authorities concerned. It will be his responsibility to ascertain the amount of such tax, charge or rate so payable. In case IRCTC is required or forced by the Sales Tax Authorities or any other authority to pay any Taxes, charges etc. the supplier will immediately on receipt of intimation to this affect from IRCTC reimburse the IRCTC in full amount so paid. The adequacy or the correctness of the amount so paid will not be challenged by the supplier but he will get all such doubts clarified directly from the authorities to whom or from office in which IRCTC has paid such taxes, charges or rates. Any further additional state / central government levy that may come in future will also be paid by the supplier.

21.3 The supplier shall quote in the tender the MRP printed on each item and commission offered thereon, of varieties which he is selling in the market and/or offering to the IRCTC for supply so that the same may be compared with that of the products of other suppliers while considering the offers.

21.4 During the currency of contract period if due to unforeseen circumstances beyond the supplier’s control, price increase/ decrease in the general market, the same revised price shall also be applicable to IRCTC subject to the supplier giving sufficient justification for the change in price and the supplier shall confirm that they will not sell the product at a lower rate elsewhere. The change in price will not affect the percentage of commission payable to IRCTC. Any change in MRP shall have the approval of IRCTC.

22.0 INTRODUCTION OF NEW VARIETY OF THE PRODUCT

22.1 During the contract period, if new varieties of product are introduced in the market, the same shall be introduced only with the approval of IRCTC; in the IRCTC catering unit at the uniform price structure at par with the rate in the market without any change in % age of commission allowed.

23.0 VALIDITY

23.1 The rates finalized against the tenders are valid for a period 2(Two) year from the date of award of contract.

24.0 PERIOD OF CONTRACT

24.1 Period for supply of item shall be 2(Two) year from the date of award of contract, which may be extended further by 6 months with mutual consent.

25.0 SYSTEM OF PAYMENT

25.1 Payment will be made at the accepted rates and commission and other charges payable to the IRCTC by the suppliers will be calculated on the accepted rates, which will be deducted from the bills of the supplier on supplies made and accepted and then payment arranged.

25.2 After the supplies are approved and taken over by the IRCTC, bills in quadruplicate legibly typed and duly signed for the supply actually accepted by the IRCTC should be submitted latest by the 5th of the following month at the rates and in accordance with the terms & conditions stipulated above to the concerned Direct Demanding Officers. Every bill deposited for payment must enclose the original receipted challans duly signed by an IRCTC official, authorized to receive the supply.

25.3 The payment will be arranged after necessary check by the Direct Demanding Officers of IRCTC, by way of cheque only. Payment of bills will be made as soon as possible after
25.4 In case of non-compliance of the orders within reasonable time, the supply will be procured from the local market at the prevalent rates and in case of over payment etc., the recovery of such amount will be made from your Security Deposit/ Pending/ Subsequent Bills.

26.0 FINANCIAL BIDDING
26.1 The offers should be submitted in the enclosed financial bid (Annexure – IV). Columns such as Name of Item, Unit, MRP/ Rate etc. should be clearly written in Capital & Bold letters. Discount offered to IRCTC should be indicated against the each item.

27.0 SYSTEM OF AWARD OF CONTRACT
27.1 IRCTC will enter into a rate contract with suppliers quoting commission higher than or equal to the minimum commission payable to IRCTC. IRCTC will enter into a rate contract with one or more than one or all suppliers.

27.2 With an intention to make available maximum variety of products to the customer due to varied demands, IRCTC reserves its rights to enter into Rate Contracts with more than one party at the same/different rates. The highest discount offered by the tenderer may be offered to the other bidders. IRCTC reserves right to allocate additional 20% requirement to the bidder who offered highest discount and balance 80% requirement be distributed equally among parties if highest discount is confirmed by them. In case, if highest discount is not acceptable to the other tenders, the balance 80% requirement may be allocated in the ratio of discount offered.

27.3 In view of the popularity of the products and to maximize the sales, IRCTC reserves its rights to decide quantity allocation to different categories of suppliers on its merit.

27.4 Initially the quantity distribution will be in accordance with the quantity allocation indicated in the Rate Contract. Subsequently the DDOs will place orders on individual suppliers to replenish the stock in accordance with the actual consumption pattern of the products.

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

28.2 Un-useable items – Each supply should be fresh and of good quality according to the specification as mentioned in the tender form. In case any items supplied by supplier is found deteriorated in quality; melted or de-shaped or crushed or not bearing requisite markings and unfit for use, sale and service to the public or exceeding the best before date or date of expiry, it will have to be replaced by the supplier free of charge immediately on receipt of advice to that effect.

28.3 Certificates/ permissions – The supplier will obtain necessary certificates/ permissions and mark the packaging as required by law such as food License, test reports etc. for various food items being used for preparation of the product to be supplied or as required as per the local regulations from the competent authorities. In case of any offense on the ice cream sold, Supplier will be solely responsible for its penalty and consequences.

28.4 This tender is for concluding Rate Contract. IRCTC would like to enter into Rate Contract with suppliers acting through their authorized distributors/ dealers who can supply the items directly to the consignees from depots or warehouses at various locations. As and when items are required, supply orders will be placed based on the rates and other terms and conditions of the contract. The items need to be supplied to locations as mentioned in the contract.
28.5 The Rate Contracts will be operated by the DirectDemanding Officers, as per Annexure IV.
To
Director (CS)
Indian Railway Catering & Tourism Corporation Ltd.
9th Floor, Bank of Baroda Bldg.,
16, Parliament Street,
New Delhi-110001

Date:

TENDER NO.: 2007/IRCTC/CATG./PROC./RC/CO/(ITEM)/Dt. (Date).

Subject: Submission of Tender for supply of (Item) for a period of Two Year to Railway
Departmental Catering Units of Indian Railway Catering And Tourism Corporation Limited
(IRCTC).

Dear Sir,

a) I / We ____________ have read the general guidelines and tender document
attached hereto containing the Terms and Conditions and agree to abide by such
conditions. I / We offer for the subjected supply in the attached schedules and hereby
bind myself / ourselves to complete all the formalities from time to time as required after
the award of Contract.

b) I / We hereby understand that the submission of tenders / bids does not guarantee
allotment of Contract. I / We further understand that in case of any information submitted
by me / us being found to be incorrect, IRCTC will have the right to summarily reject the
tender, cancel the Contract or revoke the same at any time without assigning any reason
whatsoever.

c) I / We further agree to execute an agreement to abide by the standard and special
conditions of Contract for supply of subject item(s). In case of acceptance of tender by
the IRCTC, I / We bind myself / ourselves to execute the Contract agreement awarded to
me / us and to commence the supply/services as per the conditions of the Contract failing
which, I / We shall have no objection to the forfeiture of full Security Deposit, deposited
by us with IRCTC, New Delhi in addition to other penalties specified under the terms of
Contract.

d) IRCTC and its representatives are hereby authorized to conduct any inquiries or
investigations or seek clarifications or verify any statements, documents and information
submitted in connection with this tender.

e) On account of non-acceptance of award or on account of not fulfilling tender conditions
within the prescribed time, I/We shall be debarred by IRCTC for further participation in
the future tenders of IRCTC. In addition IRCTC can forfeit my/our Standing Earnest
Money Deposit (SEMD).

f) It is certified that MRP of the product mentioned in the Financial Bid is same as it is in the
market. In case of any discrepancy noticed on this account, IRCTC may take actions as
deemed fit.

g) I/ We certify that quoted rates are inclusive of Sales Tax, Excise Duty and VAT or any
other statutory levies applicable on the item(s) and freight, Octroi or any other expenses
for delivery of item(s) at the destination(s).

h) I/ We understand that this tender is for Rate Contract. I/ We also understand the volume
shown in the tender is approximate only and IRCTC does not guarantee placement of
work order for full/ part quantity/ any quantity. I/ We also understand that the destinations indicated in the tender are indicative and may change with time.

i) I/ We understand that with an intend to make available maximum variety to the customers and also to take care of varied demands of customers, IRCTC may explore the possibility of giving counter offers to one or more than one suppliers, to match the maximum discount offered by one or more than one supplier.

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

Name:
Address:
Telephone, fax number:

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

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

With Kind regards
For _________________(name of the company/organisation)

Signature of the Authorized signatory and Company/ organisation seal
(Name of the authorized signatory)
Address:
The following Direct Demanding Officers/Officers, of E2 and above level, authorized by him are authorized to place purchase/supply orders:

**East Zone- I**
1. GGM/EZ/Kolkata
2. CRM/Bhubaneshwar

**East Zone- II**
3. GGM/EZ- II/ Kolkata
4. CRM/Guwahati
5. RM/Patna

**North Zone**
6. GGM/NZ/New Delhi
7. CRM/Lucknow
8. CRM/Jaipur
9. CRM/Chandigarh

**South Central Zone**
10. GGM/SCZ/Secunderabad

**South Zone**
11. RD/SZ/Chennai
12. RM/Ernakulam
13. CRM/Bangalore

**West Zone**
14. GGM/WZ/Mumbai
15. CRM/Ahmedabad
16. CRM/Bhopal

In case of officers, other than those mentioned above, specific written advice will be given to the supplier. For Purchase Orders placed by the officials not authorized by IRCTC/Officers mentioned above, IRCTC will not take any responsibility.
FINANCIAL BID

To
Director (CS)
Indian Railway Catering & Tourism Corporation Ltd.
9th Floor, Bank of Baroda Bldg.,
16, Parliament Street,
New Delhi-110001

TENDER NO.: 2007/IRCTC/CATG./PROC./RC/CO/(ITEM)/Dt. (Date).

Subject: Submission of Tender for supply of (Item) for a period of Two (2) Years to following Railway Departmental Catering Units of Indian Railway Catering And Tourism Corporation Limited (IRCTC).

a) I/We accept the terms and conditions mentioned in the Tender Document which have been clearly understood by us.
b) I/We have duly signed on each page of the Tender Document.
c) I/We further certify that we are ready to start the supply of captioned item(s) within the timeframe given by the Departmental Catering Units of IRCTC Ltd., from time to time. and as per the standard and special conditions prescribed by the IRCTC in the Tender Document and in the agreement to be executed between the parties.
d) I/We understand that IRCTC reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
e) I/ We certify that quoted rates are inclusive of Sales Tax, Excise Duty and VAT or any other statutory levies applicable on the item(s) and freight, Octroi or any other expenses for delivery of item(s) at the destination(s).
f) I further declare that the information furnished by us in the Expression of Interest is true and correct.

Our financial bid is as under:

**East Zone-I** (Burdwan, Sealdah, Bolpur, Asansol, Malda, Jamalpur, Bhagalpur, Cuttack, Khurda Road, Behrampur, Vizag, Puri, Vijayanagaram, Ranchi, Kharagpur, Rourkela, Tatanagar, Howrah, Bhubaneswar, Bilaspur etc.)

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**East Zone-II** (Patna, Mughalsarai, Barauni, Samastipur, Gaya, Guwahati, New Jalpaiguri, New Tinsukia, Kiul etc.)

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**North Zone** (New Delhi, Delhi, Hazrat Nizamuddin, Moradabad, Pathankot, Jammu Tawi, Lucknow, Varanasi, Allahabad, Kanpur, Tundla, Gorakhpur, Kathgodam, Ajmer, Ludhiana, Jhansi, Jaipur etc.)

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**South Central Zone** (Secunderabad, Hyderabad, Kazipet, Guntakal, Renigunta, Thirupathi, Dharmavaram, Cuddapah, Vijaywada, Rajahmundry, Samalkot, Gudur, Ongole, Guntur etc.)

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**South Zone** (Chennai, Ernakulam, Madurai, Erode, Hubli, Bangalore, Trivandrum, Arrakonam, Jolarpettai etc.)

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### West Zone
(Mumbai, Surat, Pune, Solapur, Miraj, Etarsi, Ballarshah, Nagpur, Vadodra, Kota, Ahmedabad, Bhusawal, Ratlam, Mathura, etc.)

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

Signature of the Authorized Signatory

Name & Designation: [Name]
Name of the Firm/Company: [Company]
Date: [Date]
1. **DEFINITIONS AND INTERPRETATION**

In the Contract, unless the context otherwise requires.

1.1. “**IRCTC**” would mean the Indian Railways Catering and Tourism Corporation Ltd acting through its Managing Director or any other representative authorized by him.

1.2. “**Acceptance of Bid**” means the letter/telex/telegram/fax or any memorandum communicating to the bidder as the acceptance of his bid and includes an advance acceptance of his bid.

1.3. “**Contract**” means and includes the invitation to bid, Instructions to Bidders, Acceptance of Bid, Special Conditions of Contract and other conditions specified in the acceptance of bid and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement, if executed;

1.4. The “**Contractor**” means the person, firm, consortium or company with whom the purchase order is placed and shall be deemed to include the contractor’s successors (approved by the Purchaser), representatives, heirs, executors, administrators and permitted assignees, as the case may be, unless excluded by the terms of the contract. The terms “Contractor” and “Successful Bidder” have been used interchangeably in this bid document.

1.5. “**Purchasing Officer**” means the officer signing the acceptance of bid and includes any officer who has authority to execute the relevant contract on behalf of IRCTC.

1.6. The “**Purchaser**” IRCTC or any representative authorized by IRCTC.

1.7. **Bidder/ Tenderer:** Shall mean a company/firm in its individual right or the legal member of the consortia.
1.8. “IRCTC Project Manager” means designated representative of IRCTC authorized as head of concerned project and is authorized to take decisions on behalf of IRCTC in respect of project implementation.

1.9. “Bidder’s Project Manager” means a designated representative of Bidder, who is empowered by the authorized signatory of Bidder for delivering the contractual obligations under this contract. He will be the one point interface with IRCTC.

1.10. “Service” means: a service to be given by contractor as stated in contact details

i) in relation to Hardware, including networking equipment and infrastructure and office machines

ii) In relation to manpower and Annual Maintenance Contract.

iii) In relation to system/application software supplied by the bidder

iv) Training

v) Development and support

1.11. “Personnel” means Staff, employees, agents, contractors and sub-contractors of either party and also includes the staff, employees, agents and contractors of those subcontractors with qualification, experience and certification.

1.12. “Software” means system/ application software to be supplied by the contractor, as stated in the contact details.

1.13. “Specifications” means all the functional, operational, performance or other characteristics required of a Product or Service found in tender document part-II or any of the annexure or addendum to the tender document.

2.0 Authorized Signatory and address of the contractor: The Signatory of the tenderer should attach an authorization certificate mentioning:

2.1 The proprietor in case of “Sole Proprietor” firm or constituted attorney of such sole proprietor.

2.2 One of the partners in the case of a “Partnership” firm, in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the absence of such authority all partners should sign the Tender.
2.3 A director or the regional head in case of a limited company or an official of requisite authority in the case of a government institution, duly authorized by a resolution of the board of directors.

2.4 For all purpose of the contract, including arbitration thereafter, the address of the tenderer mentioned in the tender shall be the address to which all communications shall be the addressed.

3.0 QUALIFICATION CRITERIA OF TENDERER (It is compulsory to enclose supporting documents without which the bid may be disqualified)

3.1 In case of single or limited tenders, only tenderers who are specifically invited by IRCTC or their authorized representative with their unconditional authorization in respect of complete scope of work under this tender as per Performa given in Annexure-6, shall be eligible to participate subject to fulfillment of special eligibility conditions laid down in the Special Conditions given in Tender document Part-II.

3.2 Qualification criteria for advertised/open tenders shall be as stated in Tender Document Part-II i.e. SCC.

3.3 Consortium bidders:

3.3.1 Bids is submitted by a Consortium shall be acceptable if specifically permitted in Part-II of the Tender Document. In such cases, the lead partner of the consortium should fulfill the qualifying criteria given in para-3.2 above.

3.3.2 A copy of the memorandum of formation of Consortium giving clear responsibilities of consortium members, duly signed by authorized signatories as defined in para -2 above for each constituent member of the consortium, must be submitted along with the offer.

3.3.3 No change in the composition of consortium shall be permitted up to finalization of the contract. However, after acceptance of purchase order, if for reasons to be explained by the lead partner to IRCTC which IRCTC will be at liberty to accept or reject, any member of the Consortium is changed, a modified memorandum of formation of consortium, duly signed by authorized signatories of constituents shall be submitted by the lead partner while announcing the change to IRCTC.
3.3.4 Notwithstanding any change in the composition of Consortium at post purchase order stage, complete and total responsibility and liability for execution of the contract shall remain of the lead partner.

4.0 EARNEST MONEY DEPOSIT.

4.1 The bidders shall submit along with the bid, earnest money deposit (EMD) of value indicated in the tender notification in the form of Demand Draft or Fixed Deposit Receipt issued by any Commercial/Nationalized Bank drawn in favour of "IRCTC, New Delhi" valid for 180 days from the date of issue.

4.2 Deposit (EMD) is liable to be forfeited if the bidder withdraws or amends or impairs or derogates from the bid in any respect within the validity of the bid and is open for acceptance whether originally fixed or extended.

4.3 EMD shall also be forfeited if bidder fails to execute performance guarantee bond within stipulated time after acceptance of bid is communicated to him. Any bid not accompanied by EMD is liable to be summarily rejected.

4.4 The EMD will be returned to the successful bidder only on submission of the performance guarantee bond in the prescribed format and of the requisite.

4.5 No interest shall be payable by the Purchaser on the Earnest Money/Bid Guarantee to the tenderer.

4.6 The Earnest Money shall remain deposited with the Purchaser for the period of 180 days or validity period as mentioned, from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit extension shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.

4.7 The Earnest Money of all unsuccessful tenderers will be returned by the Purchaser on finalization of tender.

5.0 COMPLETION OF TENDER DOCUMENTS

5.1 All columns of the technical specifications compliance sheet must be filled. Any deviations should be clearly indicated against individual line items. All rates in the Financial Bids should be clearly filled. The rates must be in words and figures both. In case of any discrepancy unit rate in words will take precedence. Bids should be filled and signed in ink.
5.2 The Purchaser will accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the Technical Specification except where Make or brand is specified in the technical specifications. However, the decision of the Purchaser in this regard shall be final. The Tenderer should also furnish “Statement of Deviations” from tender specifications as per proforma given in Annexure – 4 of tender document part-I along with the offer.

5.3 No alteration/cutting is permitted in the bid documents.

5.4 Each page of the bid including is to be signed by the tenderer. Any unsigned page shall not be taken cognizance of.

5.5 Tenderer shall submit all technical information and product brochures along with the techno-commercial bid. The language of these documents must be English.

5.6 The tenderer should submit self details as per proforma given in Annexure 7.

5.7 Tender documents with non-compliance of the above clauses are liable to be rejected.

6. AMENDMENTS TO BID INVITATION.

6.1 The purchaser reserves the right, to make revisions or amendments to the bid documents, when deemed necessary, prior to the closing date of the bid, through proper notification or web-site. The bidders must watch IRCTC web site for any such amendments. The purchaser shall be at liberty to consider extending the date set for the bid opening by such a number of days as in the opinion of the purchaser will enable the bidder's to revise their bids.

7. CLARIFICATIONS, OMISSIONS AND DISCREPANCIES IN TENDER DOCUMENT:

7.1 In case any bidder find any discrepancy or omission in the any part of the tender Document/or he has any doubt to their meaning, he should notify the Purchaser minimum 7 days prior to tender opening date who may clarify and send a written instruction to all bidders for correction, if necessary. It however, does not entitle the bidder to seek any extension of tender opening date.
7.2 It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the bid and successful bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

7.3 The submission of the tender will be deemed to imply that the Tenderer fully understands the scope of work involved and has read and understood all conditions of the tender document and his liabilities and responsibilities in respect of the tender.

8.0 PROCESS TO BE CONFIDENTIAL

8.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of the purchase order shall not be disclosed to the tenderers or other persons not officially concerned with such process.

8.2 Any effort by the tenderer to influence the purchaser in the process of examination, clarification, evaluation and comparison of bids, and in the decision concerning the contract, may result in rejection of his bid.

9.0 COPIES.

9.1 The bids shall be submitted in 2 (two) copies i.e. one original and one duplicate in double envelopes and shall be sent by Registered Post, return receipt requested, or dropped in the tender box or handed over to the Manager/Purchase or person authorized and acknowledgement obtained with date and time of submission.

9.2 The bidder will clearly mark the original copy and duplicate copies. In case of any discrepancies between the original and duplicate (s) the original will be considered as authentic. There should be no correction in ink on the duplicate photocopy of the original.

10. BID OPENING.

10.1 The sealed bids shall be opened in the presence of such of the bidders or their authorized representatives who may like to be present at the time and date fixed. However, the purchaser shall have a right to change the date and time of opening of the bid. The changed date and time shall be notified.
11.0 TECHNICAL CLARIFICATIONS.

11.1 To assist in the examination, evaluation and comparison of bids, IRCTC may ask the tenderer individually for a clarification on his bid including breakdowns of unit rates. The request for clarification and the responses shall be in writing/fax but no change in price or substance shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by IRCTC during the evaluation of bids. Such reply shall be given within the time limit mentioned in the intimation issued by IRCTC, failing which IRCTC will be at liberty to conclude that nothing further is to be submitted by the vendor on this matter.

11.2 The bidder should make available the offered products, if desired during evaluation of bids for benchmarking of the application to ensure that there are no compatibility issues.

12.0 VALIDITY.

12.1 The validity of the bid must be for a minimum of 180 days from the last day of bid submission. Any subsequent extension of validity shall be for minimum 60 days.

13.0 RIGHT OF ACCEPTANCE

13.1 IRCTC reserves the right to place order for a part item/combination of the quantity offered. The unit rates offered by the tenderers shall be valid for any such part order. IRCTC reserves the right to reject any or all tenders without assigning any reason to the tenderers. IRCTC may call upon one or more tenderers for demonstration/testing of all or any quoted item at IRCTC office.

14.0 INDEMNITIES AND LIABILITIES.

14.1 The contractor shall indemnify and protect the purchaser from and against all actions, suits, proceedings losses, costs, damages, charges, claims and demands of every nature and description brought against or recovered from IRCTC/Railways by reasons of any act or omission of the contractor, his agents or employees, in the execution of the works or in the guarding of the same.
14.2 Total financial liabilities of the bidder arising out of breach of contractual obligations shall not exceed the value of contract and shall be limited to direct damages. However, any liabilities arising out of breach of any obligation(s) commonly applicable in Indian or International law or regulation or intellectual property right infringements etc shall not be limited by this agreement and the bidder shall be solely and completely responsible for any such violation on his part.

15.0 INSURANCE:

15.1 The purchaser shall not arrange for any ‘Transit Insurance’ and the supplier will be responsible till the entire goods contracted, arrive in good condition at destination site as mentioned in the delivery schedule and the tenderer shall, at his own cost, unconditionally replace/rectify the goods lost/damaged to the entire satisfaction of the consignee within 30 days from the date of receipt of intimation from the consignee.

16. LOCAL CONDITIONS.

16.1 It will be the sole responsibility of each bidder to fully acquaint him with all the local conditions and factors, which could have any effect on the performance of the contract and/or the cost.

17.0 PRICES.

17.1 All Prices shall be in Indian Rupees and no foreign exchange/import license shall be provided. The prices should be inclusive of all taxes, duties, P&F Charges, freight insurance, levies applicable at the time of submission of bid. However, Firm should explicitly indicate these charges in there offer. If offer is silent about the above charges then it will be presumed that prices are inclusive of these charges. In this case bidder will have no right to demand and charges/additions to such charges as may be levied, subsequent to opening of the bid.

17.2 In case of change in any duty or tax on account of change in rules/legislation by the Government, the actual rates as applicable at the time of placement of order shall be payable only for taxes which are clearly stated as percentages in the offer.

17.3 Quoted prices shall remain firm for the period of validity of the offer.
17.4 IRCTC reserves the right to place order for a part item/combination of the quantity offered. The unit rates offered by the tenderers shall be valid for any such part order.

18.0 PRICE FALL

18.1 The prices charged for the goods/services supplied under the contract by the vendor shall at no event exceed the lowest price at which the vendor sells the goods or offers to sell the goods of identical description to any person/organization including the purchaser or any department of State/Central Government, as the case may be during the currency of the contract.

18.2 If, at any time during the said period the vendor reduces the sale price, sells or offers to sell such goods to any person/organization including the purchaser or any department of State/Central Government as the case may be at a price lower than the price chargeable under the contract, the vendor shall forthwith notify such reduction or sale or offer to sell to the purchaser and the price payable under the order for supply of material after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

18.3 The above clauses is applicable for Rate Contract Tender only and not for fixed quantity tenders

19.0 ACCEPTANCE OF PURCHASE ORDER.

19.1 Prior to the expiry of bid validity, the successful bidder shall be notified by mail/fax. Within one week of the award of the contract the successful bidder shall send his/her acceptance of the purchase order along with the contract performance bank guarantee.

20.0 DELIVERY

20.1 Delivery time to supply the good to the consignees is stated in the Part-II of the Tender Document. In absence of delivery in Part II, delivery shall be taken as 4 to 6 weeks from the date of purchase order.

20.2 The time for and the date specified in the contract or as extended for the delivery of the material/services shall be deemed to be the essence of the contract and delivery must be completed not later than the date(s) so specified or extended:
20.3 In case of failure by firm to supply the goods/services within the delivery period stated in the purchase order, the Purchaser shall be at liberty to extend the delivery period on reasonable ground for extension of time. Any failure or delay on the part of Sub-Contractor shall be the sole responsibility of the bidder.

21.0 LIQUIDATED DAMAGES FOR DELAY IN DELIVERY.

21.1.1 Any delay by the vendor in the performance of the delivery obligations shall render him/her liable to any of the following penalties:-

21.1.2 In the event of tenderer’s failure to supply the said items of acceptable quality and specifications within the original delivery period given in the purchase order, IRCTC shall be liberty to recover liquidated damages to be levied @ 0.5% of the order value per week or part thereof subject to a maximum of 10% of the total order value.

21.1.3 Encashment of the performance bank guarantee.

21.2 Liquidated damages shall be calculated on the total contract value comprising of value of complete equipment and installation & commissioning charges for a site. The supply shall be taken as complete only after the last installment of supply has been made.

21.3 After a delay of more than 8 weeks, IRCTC reserve the right to cancel the purchase order and buy the items from any other vendor, at bidder's risk and cost. Any losses caused to IRCTC on this account shall be recoverable from the bidder.

22.0 GENERAL REQUIREMENTS.

22.1.1 The tenderer must specify Item wise compliance to Technical specifications duly vetted by the respective OEMs or supported by technical brochures, duly endorsed by OEMs, for the offered products. The Model and Make of the offered product should be clearly specified.

22.1.2 No change of make or brand will be permitted after issue of purchase order. However, under extra-ordinary circumstances, viz, closure of supplier’s business, discontinuation of brand/product in market, statutory ban on such brand/product, or Government legislation, the contractor may request in
IRCTC
Indian Railways Catering and Tourism Corporation Ltd.
9th Floor, Bank of Baroda 16th Parliament Street, New Delhi 110001.
Tel: 23311263, 233644168, Fax No. 91-11-23311259

writing to IRCTC, a change in make/brand explaining the reasons in detail. The alternate brand should be at par or superior to the original offer and the contractor shall provide unequivocal evidence for “Nil adverse price implication to the purchaser”. IRCTC shall be at liberty to accept or reject such request without any impact on the contract conditions.

22.2 The tenderer must pass on the standard OEMs’ warranty which comes bundled with the purchased equipment wherever it is superior to the warranty specified in this tender document.

22.3 The tenderer shall ensure availability of spare and software updates/patches for a period of at least 05 years from the date of purchase order.

22.4 The tenderer along with OEM should make available the offered products, if desired during technical evaluation of bid for testing and benchmarking at CRIS, New Delhi.

22.5 Tenderer has to provide documentary evidence for back-to-back support agreement with the respective OEM along with the OEM.

22.6 The installation of the ordered Systems shall be carried out without disturbing the ongoing working of the existing system.

22.7 Detailed designs and drawings required for installation of equipment and the scheme of layout and connections required shall be submitted by the tenderer along with his offer.

22.8 Obtaining of licenses in addition to the existing licenses or any other statutory requirement for installation and working of all equipments shall be responsibility of the tenderer.

23.0 PERFORMANCE CUM WARRANTY GUARANTEE BOND

23.1 After receipt of purchase order the contractor shall furnish a Performance cum Warranty Guarantee (PWG) Bond from a Nationalized bank or from a Commercial Bank duly counter-signed by the Reserve Bank of India/State Bank of India, New Delhi or by any Nationalized Indian Bank as per proforma attached (Annexure 8 of tender document Part-I) within 30 days of issue of purchase order for an amount equivalent to 10% of the value of the contract. The PWG Bond shall remain valid up to a period of 3 months beyond the last date of Warranty period for any goods supplied under the
contract. In case of extension of delivery period, or the warranty period on any account, the contractor shall extend the period of PWG Bond by an equivalent period.

23.2 The purchase shall be entitled and it shall be lawful on his part to forfeit the amount of PWG Bond in whole or in part in the event of any default, failure or neglect on part of the contractor in fulfillment or performance of the contract in all respect of the contract under reference or any other contract with the purchaser or any part thereof to the satisfaction of the purchaser and the purchaser shall be entitled to deduct from the amount of PWG Bond any loss or damage which the purchaser may suffer or be put by any reason of or due to any act or other default recoverable by the purchaser from the contract. The losses recoverable by the purchaser from the PWG Bond shall include all losses incurred by the purchaser during the warranty period on account of failure of equipment or delay in attending the equipment by the contractor during the warranty period as per stipulations of the contract.

23.3 The PWG Bond will be returned to the contractor without any interest on performance and completion of the contract which shall include installation, commissioning of complete equipment to be supplied under the contract and fulfillment of warranty obligations for the complete equipment in terms of the contract.

24.0 PAYMENT TERMS AND CONDITIONS

24.1 80% of the value of complete equipment supplied shall be paid by the purchaser on receipt of material by consignee in good conditions and upon furnishing the following documents:

i) Certificate of receipt of complete equipment in good conditions by the consignees in terms of the contract.
ii) Pre-Inspection certificate by IRCTC or as laid down in the purchase order.
iii) Confirmation of the validity of PWG Bond of 10% of the value of contract for a period up to 3 months beyond the last date of warranty period.

24.2 Balance 20% shall be paid after installation and commissioning of the equipment to the satisfaction of the consignee and upon furnishing the following documents:
i) Final Certificate of successful commissioning of complete equipment issued as per the inspection and acceptance procedure given in the purchase order.

ii) Confirmation of the validity of PWG Bond of 10% of the value of the contract for a period up to 3 months beyond the last date of warranty period.

iii) In case of delay in final commissioning beyond 3 months from the date of delivery, on account of reasons not attributable to the Supplier to be certified by IRCTC Project Manager, part payment may be claimed for the goods and services actually commissioned.

iv) In case of delay in final commissioning at any location beyond 6 months from the date of delivery on account of reasons not attributable to the Supplier, the balance of the 20% of the cost of equipment remaining noncommissioned may be paid to the supplier against submission of an additional Bank Guarantee of an equal amount valid for minimum 12 months which shall be returned on completion of commissioning of the remaining equipment. The supplier will also be required to submit along with the bills, a commitment to complete installation and commissioning at such remaining locations on receiving a call from the consignee.

v) Any installation and commissioning charges and after-sales services will only be paid on delivery of actual services or at the end of after-sales service period, or, as defined in tender document part-II.

25.0 WARRANTY.

25.1 Tenderer shall provide comprehensive warranty against all manufacturing defects for a period of 12 months from the date of complete commissioning or 18 months from the date of completion of supply of material which ever is minimum for all hardware & system software, Networking Equipment. The format for offering warranty by the tenderer is enclosed as Annexure -5 in Tender Document part -I.

25.2 In case of warranty period stated in tender document part-II is longer than 12 months, warranty shall be applicable for stated period from the date of complete commissioning or stated warranty period plus 6 months from the date of completion of supply of material.

26.0 INCOME-TAX

26.1 Income tax shall be deducted at source by IRCTC from all the payments made to bidder according to the Income tax Act, unless bidder prior to release of payment submits valid and complete documents for Income tax exemption.
26.2 A certificate shall be provided by IRCTC to the bidder for any tax deducted at source.

27. **ENHANCEMENT OR REDUCTION OF QUANTITIES:**

27.1 The Purchaser shall be at liberty to enhance or reduce the quantity mentioned in the purchase order up to a maximum extent of 30% without assigning any reasons. The bidder shall comply to such modifications unconditionally provided these are made before completion of the deliveries under the purchase order. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.

28.0 **TERMINATION FOR DEFAULT.**

28.1 IRCTC may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the vendor terminate the contract in whole or part thereof if:

i. The vendor fails to deliver any or all of the obligations within the time period(s) specified in the contract, or any extension thereof granted by the client.

ii. The vendor fails to perform any other obligation(s) under the contract.

29.0 **SETTLEMENT OF DISPUTES AND JURISDICTION**

29.1 The contractor shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, or shall the Purchaser entertain or consider any such claim if made by the Contractor, after he shall have signed a “No Claim” certificate in favour of the Purchaser, after the contract is finally completed. The contractor shall be debarred from disputing the correctness of the items covered by “No Claim” Certificate or demanding a reference of Arbitration in respect thereof.

29.2 Matters finally determined by the Purchaser: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the contract or after their completion and whether before or after the termination of the contract, shall be referred by the Contractor to the purchaser and the purchaser shall within a reasonable
time period after their presentation make and notify decisions thereon in writing. The directions, classification, measurements, drawings and certificates with respect to any matter the decision of which is specifically provided for by these or other special conditions, given and made by the purchaser, or by the officer on behalf of the purchaser, are matters which are referred to hereinafter as “Excepted Matters” and shall be final and binding upon the contractor and shall not be set aside on account of any informality, omission, delay of error in proceeding in or about the same for any other ground or for any other reason and shall be without Appeal.

29.3 Demand for arbitration: In the event of any dispute or difference or differences between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties, on any matter in question, dispute or differences on any account, or as to the withholding by the purchaser of any certificate to which the contractor may claim to be entitled to, or if the purchaser fails to make a decision within a reasonable time, then and in any such case, the contractor, till 90 days of presenting his final claim on disputed matters may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matters, which are in question, dispute or the difference, and only such dispute, or difference of which the demand has been made and no other shall be referred to arbitration.

29.4 On a demand for arbitration being received, the disputed matters shall be referred to the two member arbitration panel- one appointed by the purchaser and the other from the panel submitted by the bidder – duly appointed by MD/IRCTC. Umpire will be nominated mutually by the two appointed Arbitrators. It will be of no objection that the arbitrator is a Government Servant/ Officer and that he had to deal with the matters to which the contact relates or that in the course of his duties as a Government Servant/Officer he has expressed views on all or any of the matter in dispute or difference. The award of the arbitrations shall be final and binding on the parties to this contract. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the court for any reason, shall be lawful for the Managing Director, IRCTC to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
29.5 The venue of arbitration shall be the place from which the acceptance of bid is issued or such other place as the Managing Director, IRCTC at his discretion, may determine.

29.6 Upon every and any such reference, the assessment of costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

29.7 If the Contractor does not prefer his specific and final claims in writing, within a period of 60 days of receiving the intimation from the purchaser that the final bill is ready for payment, he will be deemed to have waived his claim(s) and the purchaser shall be discharged and released of all liabilities under the contract in respect of those claims.

29.8 **Obligation during pendency of arbitration:** Work/Purchases under the contract unless otherwise directed by the purchaser will continue during the arbitration proceedings and no payment due or payable by the purchaser shall be withheld, except payments involved in the dispute, on account of such proceedings provided, however, it shall be open for arbitrator or arbitrators to consider and decide whether or not such work should continue during arbitration proceedings.

29.9 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper, and it shall be the duty of the parties here to be or cause to be done all things as may be necessary to enable the Arbitrator to make the award without any delay.

29.10 Subject to as aforesaid, Arbitration and Conciliation Act 1996 and the Rules there under any statutory modification thereof shall apply to the Arbitration proceedings under this Article.

29.11 The jurisdiction for settlement of any disputes through Court under this contract shall be at Delhi.

30.0 **FORCE MAJEURE**

30.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public
enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at his option, terminate the contract provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Successful tenderer at a price to be fixed by the purchaser with mutual consent which shall be final. All unused, undamaged and acceptable materials bought out components and stores in course of manufacture in possession of the Successful tenderer at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and goods as the Successful tenderer may with the concurrence of the Purchaser select to retain.

31.0 EVALUATION OF OFFERS:

31.1 Single bid tenders:

31.1.1 Final selection will be made on the basis of lowest cost from amongst the technically suitable tenders from bidders meeting the qualifying criteria. For the purpose of relative commercial ranking of offers, all inclusive price for entire scope of the project and offered prices in the Rate Schedule as per Tender Document part-II, as well as any others costs seen to be arising as a part of offer due to taxes or duties based on the offer.

31.1.2 Additional features/enhancements offered by the tenderer, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids

31.2 Two bid tenders:
31.2.1 The Technical bids shall be opened first on the prescribed tender opening date and price bid shall be opened later, on a specified date which would be made known to the technically suitable tendering firms after technical evaluation has been completed so as to ensure that all offers are evaluated technically without bias.

31.2.2 For deciding inter-se position at the time of commercial evaluation, the prices of original price bid shall normally be considered. However, supplementary commercial bid prices shall also be taken into consideration for deciding the inter-se position in case of revised/upgraded specification/items whose revised prices have been called for from bidders. Final selection will be made on the basis of lowest cost from amongst the technically suitable bids for which the commercial bids are opened.

32. INTEGRITY PACT – It would be mandatory for all contracts falling within the threshold limits mentioned below, to have an Integrity Pact signed with the bidders. The Pact would be an agreement between the prospective bidders and the buyer committing the officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.

<table>
<thead>
<tr>
<th>S.NO.</th>
<th>Activities</th>
<th>Value (In Rs.)</th>
<th>Action to be taken by</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Procurement</td>
<td>5 crores and above</td>
<td>GGM/P&amp;Q</td>
</tr>
<tr>
<td>2</td>
<td>Works Contracts</td>
<td>5 crores and above</td>
<td>Concerned GGM</td>
</tr>
<tr>
<td>3</td>
<td>Revenue contract for mobile trains</td>
<td>2 crores and above</td>
<td>Concerned GGM</td>
</tr>
<tr>
<td>4</td>
<td>IT contracts</td>
<td>2 crores and above</td>
<td>GGM/(IT)</td>
</tr>
<tr>
<td>5</td>
<td>Static Unit</td>
<td>1 crores and above</td>
<td>Concerned GGM</td>
</tr>
</tbody>
</table>

32.1. Integrity Pact will cover all stages of the contract i.e., from the stage of NIT to the stage of last payment or a still later stage covered through warranty/guarantee.

32.2. Two Independent External Monitors (IEMs) have been appointed by IRCTC after approval of CVC. The IEMs would be monitoring the contracts. There will be a provision in the contract which would bind both the parties signing the Integrity Pact, to the recommendations of the IEM, if any complaint regarding the contract is found substantiated.

32.3. A copy of the Integrity Pact to be signed is placed at Annex-10.

32.4 Bidder will have to sign integrity pact by affixing his signature on each page of the pre signed copy of integrity pact for that tender, which will be a part of tender documents.

32.5 Any bids received without integrity pact signed by bidder shall be summarily rejected.

32.6 The signed integrity pact shall be the part of pre-qualification bid in a 3 packet tender and part of Technical bid in a 2 packet tender.
ANNEXURE - 1

FORMAT FOR SUBMISSION OF OFFERS

To,

The Managing Director,
IRCTC, ,
New Delhi, Pin- 110021

REFERENCE: Tender No........................ Date of Opening............... 

1. We ................................ hereby certify that we are established firm of manufacturer/authorised agents* of M/s ........................................ which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of IRCTC. We hereby offer to supply the following items at the prices and within the period of delivery indicated below:

   1. Item No.
   2. Description
   3. Specification
   4. Unit
   5. Quantity
   6. Price per unit / carriage insurance paid till destination (in Indian Rupees)
   7. Terms of Payment
   8. Delivery Period
   9. Gross weight(s) and dimensions of packages(s), per unit.
10. Break up of price shown in Sr. No. 6.

   a. Ex-factory price(including cost of all accessories)
   b. Excise duty
   c. Other levies
   d. Sales Tax
   e. Packing charges
   f. Forwarding charges
   g. Freight to destination
   h. Insurance charges(if any)
   i. Other charges, if any (should be specified)
   j. CIP Destination Price (a)+(b)+(c)+(d)+(e)+(f)+(g)+(h)+(i)
   k. Discount, if any
   l. Net price after discount
11. Installation & commissioning charges

2. It is hereby certified that we have understood the Instructions to Tenderers and also the General Conditions of Contract attached to the tender and have thoroughly examined specifications, drawings and/or pattern, given in the tender document part-II. We agree to abide solely by the General Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.

3. We hereby offer to supply the goods/services detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of tender. We shall be bound by the communication of acceptance dispatched with in the prescribed time.

4. Earnest Money/Bid Guarantee for an amount equal to ................. is enclosed in the prescribed form..

5. We posses the necessary Industrial License from the Government of India for manufacturing and marketing the items offered.

Dated ......................... 20

...............................................................
Signature and Seal of Manufacturer/Tenderer

Note:  
1. The offer must be submitted as per this proforma. The tenderer may use his letter head to submit his offer.
## PERFORMANCE DETAILS

List of similar works / supplies completed (installed and commissioned) in previous 3 CALENDER YEARS including current year.

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Purchase order no. &amp; date</th>
<th>Items supplied and date completed</th>
<th>Contact person &amp; Tel. No.</th>
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Date:

Signature:

Name:

Company:

Seal:
ANNEXURE-3

AFTER SALES SERVICE CENTRES

The service centers listed below are fully functional and equipped with spares and skilled manpower for providing satisfactory after sales services within a radius of 200 Kilometers of the consignee locations for the equipment supplied by us under this contract.

<table>
<thead>
<tr>
<th>Consignee name</th>
<th>Consignee site locations</th>
<th>Nearest service centre address</th>
<th>Service person &amp; Tel. No.</th>
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Date:

Signature:

Name:

Company:

Seal:
ANNEXURE - 4

PROFORMA FOR STATEMENT OF DEVIATIONS
FROM TENDER CONDITIONS

The following are the particulars of deviations from the requirements of the Instructions to Tenderers & General Conditions of Contract given in part-I of tender document and Special conditions given in part-II of tender document:-

<table>
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<tr>
<th>CLAUSE</th>
<th>DEVIATION</th>
<th>REMARKS</th>
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<tbody>
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<td>(Including Justification)</td>
</tr>
</tbody>
</table>
WARRANTY

We warrant that the equipment to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material workmanship and manufacture and shall be of the highest grade and equally consistent with the established and generally accepted standards for material of the type ordered shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and payment for and acceptance of the goods, but shall expire -------- months (to be called warranty period) from after their successful installation and acceptance by the purchaser or warranty period plus 6 months from the date of completion of supply of material.

We also warrant that the function contained in the system software if any will meet the manufacturer's specification together with any clarifications given by us and that the operation of these firmware will be uninterrupted and error free and all software defects, if any will be corrected by us.

The obligations under the warranty expressed above shall include all costs and taxes relating to labour, spares maintenance (preventive and unscheduled) and transport charges from site to manufacturers works and back and for repair/adjustment or replacement at site of any part of equipment which under normal care and proper use and maintenance proves defective in design, material or workmanship or falls to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the purchaser to the supplier.

----------------------------------
Signature of the Witness

----------------------------------
Signature of the Tenderer

Date:

----------------------------------
Seal of the company
ANNEXURE - 6

PROFORMA FOR AUTHORITY FROM OEMs (Original Equipment Manufacturers)
(To be submitted by bidder if they are authorized representatives of an OEM)

No......................................................... dated .........................

To, The Managing Director,
IRCTC, , New Delhi,
Pin- 110021

Dear Sir,
Sub: - IRCTC, New Delhi’s Tender No....................

We ................................................................................, an established and reputable manufacturer of .......................................................................................................................... having factories at ............................................. and offices at .............................................. do hereby authorize M/s .................................................. (Name and address of Agents) to represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender No. ....................

No company/firm or individual other than M/s .................................................. are authorized to represent us in regard to this business against this specific tender.

Your faithfully,

(Name)
for & on behalf of M/s .............
(Name of Manufactures)

Note: This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.
ANNEXURE : 7

BIDDER’S SELF INFORMATION:

1. Bidders’s Proposal number and date:
2. Name and address of the Bidder:
3. Address of the bidder:
4. Turnover of last 3 financial years:
5. Collaboration, if any:
6. Name and address of the officer to whom all references shall be made regarding this tender enquiry. His/her telephone, mobile, fax and email.
7. Any other point tenderer may like to specify.

Signature:

Name/designation:

Company name/address:

Seal:

Signature:

Date:
PROFORMA OF BANK GUARANTEE FOR 10% OF CONTRACT VALUE FOR CONTRACT PERFORMANCE CUM WARRANTY GUARANTEE BOND

Ref…………… Date ………………

Bank Guarantee No……………………………………………………………………

To
Managing Director,
Indian Railways Catering and Tourism Corporation Ltd,
,
New Delhi – 110 021.

1. Against contract vide Advance Acceptance of the Tender No……………………………
dated …………………………covering supply/ installation/commissioning of ……………………………(hereinafter called the ‘Contract’), entered into between the MD/IRCTC (hereinafter called the IRCTC) and…………………………(hereinafter called the ‘Contractor’) this is to certify that at the require of the Contractor we …………………………………………Bank Ltd., are holding in trust in favour of the MD/IRCTC, the amount of ………………………………..(write the sum here in words) to indemnify and keep indemnified the MD/IRCTC against any loss or damage that may be caused or likely to be caused to or suffered by MD/IRCTC by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or the performance thereof whether any breach of any of the terms and conditions of the said contract and or in the performance thereof has been committed by the Contractor and amount of loss or damage that has been caused or suffered by MD/IRCTC shall be final and binding on us and the amount of the said loss or damage shall be paid by us forth with on demand and without demur to MD/IRCTC.

2. We, …………………Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Contractor i.e. till ………………………………..(viz. the date upto 3 months after the last date of warranty on goods/services supplied under the contract) hereinafter called the “said date” and that if any claim accrues or arises against us, ………………….Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us ……………………………………….Bank Ltd., notwithstanding the fact that the same is enforced within six months after the
said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from IRCTC.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we, ……………………………….Bank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of IRCTC.

4. We ………………………………………..Bank Ltd., further agree that the IRCTC shall have the fullest liberty, 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 Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by IRCTC against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and We ……………………………………...Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation of extension being granted to the said Contractor or for any forbearance and or omission on the part of IRCTC or any indulgence by IRCTC to the said Contractor or by any other matter the effect of so releasing us from our liability under this guarantee.

5. We ……………………………………Bank Ltd., further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Contractor.

excluding current year

Date…………………... Signature …………………

Place ………………….. Printed Name………………

Witness ………………... ……………………………

(Designation)

…………………………………………

(Bank’s Common Seal)
ANNEXURE - 9

IMPORTANT NOTICE

(A) The following check list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

CHECK LIST

1. Have you submitted a complete offer?
   It should consist of following:
   (a) EMD as required Submitted/Not Submitted
   Wide para 4.0 of Bid Documents Part – I
   (b) Quotation in prescribed Proforma-Annexure 1 Submitted/Not Submitted
       of Bid Documents Part- I
   (c) Performance statement as per. - Submitted/Not Submitted
       Annexure - 2 of Bid Documents Part - I
   (d) After sales centers information Submitted/Not Submitted
       As per annexure 3 of Bid Documents Part - I,
   (e) Statement of Deviations from Tender Conditions- Submitted/Not Submitted
       Annexure - 4 of Bid Documents Part – I
   (f) Warranty offer proforma - Submitted/Not Submitted
       Annexure - 5of Bid Documents Part - I
   (g) Letter of Authority if required- Submitted/Not Submitted
       Annexure - 6 of Bid Documents Part - I
   (h) Contractors self information- Submitted/Not Submitted
       Annexure - 7 of Bid Documents Part - I

2. Have you submitted other supporting documents to establish your eligibility? It may consist of the followings:
   (a) Purchase order copy and completion certificate copy -Submitted/Not Submitted
       as per para 3.2.2 Bid Documents Part - I
   (b) Annual reports for last 3 financial years Submitted/Not Submitted
       ‘excluding current year as per para – 3.2.3 Bid Documents Part – I

3. Have you quoted the prices in Quoted/Not Quoted
   the words as well as in figures

..............................................................
Signature & Seal of the
Manufacturer/Tenderer
PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the integrity pact) is made on --- day of month of -- year ----, between, on one hand, the Indian Railway Catering & Tourism Corporation Limited (IRCTC) acting through Shri--------- - Designation of the officer, (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s ----------------- represented by Shri ----------------- Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposed to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/Public company/Government undertaking / partnership /registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry / Department of the Government of India/PSU performing its function on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:-
Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

**Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third Party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(S) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealing related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**Commitments of BIDDERs**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair, means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, and material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
3.3* The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4* The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the
BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER’s firm, the same shall be disclosed by BIDDER at the time of filling of tender.

The term ‘relative’ for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that not previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder.
4.2 The BIDDER agrees that if it makes incorrect statement on his subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount _______(to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

   (i) Bank Draft or a Pay Order in favour of ______________________

   (ii) A confirmed guarantee by an Indian Nationalised Bank, Promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

   (iii) Any other mode or thought any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to BIDDER. However, the proceedings with the other BIDDER (s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding
payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The BUYER will be entitled to take all or any of the action mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor(s) appointed for the purposes of this Pact.
7. Fall Clause

7.1 The BIDDER undertakes that in the period of last _________ months preceding the NIT, it has not supplied / is not currently supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors.

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provide such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
11. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one of several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at ----------------on -----------------

BUYER
Name of the Officer
Designation
Deptt./MINISTRY/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1. ____________________________

Witness
1. ____________________________

Witness
2. ____________________________

Witness
2. ____________________________

* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.