

**North Central Railway Railway****GENERAL TERMS & CONDITIONS GOVERNING THE CONTRACT****GENERAL CONDITIONS**

1	Sealed tenders, marked contract and addressed to the Chief Commercial Manager (Catering), Allahabad are invited from individuals or firm of sound status and business standing to enter into rate contract for the various items listed below with the North Central Railway Administration for the period of 01 year from the date of acceptance of tender OR upto the validity of shortlisting period of PAD product whichever is earlier, which will be extended as required by the Railway, which will be received in the office of the Chief Commercial Manager (Catering), North Central Railway/Allahabad on the date as given in the tender notice. The tenders will be opened in the office of the Chief Commercial Manager, NCR/Allahabad at 15.30 hrs. on 31.08.2017 in the presence of tenderers
2	Tender form, copies of the draft of contract agreement/terms and conditions governing each and every commodity are obtainable from the office of the Chief Commercial Manager (Catering), Allahabad on payment of Rs 2100 (2,000/ + GST 5%) Two thousand one hundred only from 10.00 Hrs to 18.00 Hrs on any working day up to 30.08.2017 from the date 09.08.2017. In no circumstances the amount paid for the tender form etc. will be refunded. If this day falls a holiday then the tender form can be obtained on next working day.
3	Earnest money specified in the tender schedule of rates will have to be deposited in cash with the Chief Cashier & Pay Master, North Central Railway, Allahabad or Demand Draft issued by the scheduled Banks and pledged in favour of the FA&CAO, North Central Railway/Allahabad and such document attached with the tender quoting its number date etc. Tender is liable to be rejected if the full amount of the earnest money has been deposited and is not accompanied by an original receipt for the same. Earnest Money will be refunded to the unsuccessful tenderers after the finalization of the tender. No cheque will be accepted for payment of earnest money. The earnest money will be forfeited if the successful tenderers fail to execute the Agreement and take up the contract within 30 days from the date of issue of acceptance letter. The earnest money obtained from successful tenderers will treated as part of their security deposit for due and proper fulfillment of the contract and no interest on this sum will accrue.
3(a)	Rs. 25,000/- (Twenty Five Thousand Only) as Earnest Money for the due performance of stipulation to keep the offer open for the periods specified below. The tenderers shall hold the offer open for the period of 90 days from the date fixed for opening the same, it being understood that tenderers is being permitted to tender in consideration of the stipulation of his part that after submitting his tender he will not resale from his offer or modify the term and conditions thereof in a manner of not acceptable to the GM/CCM, Dy.CCM (Catg)/DRM Railway Administration of North Central Railway. If the tenderers fail to observe or comply with foregoing stipulation the aforesaid amount or Rs. 25,000/- (Twenty Five Thousand Only) shall be liable to be forfeited by the Railway.
3(b)	Rs. 25,000/- (Twenty Five Thousand Only) mentioned in (a) above of successful tenders will constitute the security money also for due performance of the contract and shall be retained till due performance of the contract.
3(c)	In additions to earnest money, the successful tenders will have to deposit Security Money @5% of estimated annual sales assessment of the each Division or Rs. 10,000/- whichever is higher, with the concerned Division
4	Tenders must be submitted fully completed in all respect. Rate should be quoted in figures as well as in words. No alteration in the rates specified in the schedule shall be allowed unless it has been initiated by the tenderer before submission of his tender. No alteration or addition to any of the conditions annexed to the tender will be made. No alteration will be allowed after the submission of the tender. Ambiguity must be avoided in filling tender.

5	Tenders may be submitted for any one or more or all the items listed below. Chief Commercial Manager, North Central Railway, Allahabad is not bound to accept the lowest of any tender nor to assign any reason for not doing so and Chief Commercial Manager, North Central Railway, Allahabad reserves the right to accept any tender in the schedule. The Contractor shall be required to undertake the work at the rate quoted. The acceptance of the tender or such part of it win constitute a binding contract.
6	Signature on the tenders should be attested by the signatures and addresses in English/regional language of two responsible individual and in case of a Firm, the tender should be signed by a partner of the Firm or by a person, duly authorize, to be so by legally valid power of attorney, an attested copy of which should be appended to the tender and original attorney would have to be produced when demanded.
7	As considerable supplies of all consumable commodities are obtained regularly by day, week or month, all quotations must be bulk supplies at whole sale rates and not at retail rates even though some daily supplies may not be of any considerable amount.
8	Canvassing in any form will disqualify candidate who submits tender.
9	No employee of Indian Railway or any member of his/her family may submit tender. Family means husband, wife or children.
10	As and when required by the committee, tenderers should liable to deposit the samples of the tendered commodity/commodities duly packed and sealed as mentioned in the tender schedule/shedules. The sample should depict the name of commodity, the name of the party and tender number. These samples are not returnable; supplies should be strictly according to the sample.

**NORTH CENTRAL RAILWAY**  
**RATE CONTRACT AGREEMENT**

AGREEMENT made this on \_\_\_ th day of \_\_\_\_\_ 2017 BETWEEN THE PRESIDENT OF INDIA acting through the ----- **Commercial Manager/Catering**, N.C. Railway, Head Quarters office, Allahabad (here in called the Railway Administration) of the one part and M/s \_\_\_\_\_(here in called the contractor), the second party.

Whereas the second party is having a Firm/Company at -----  
\_\_\_\_\_ and agreed to supply \_\_\_\_\_  
(name of items) w.e.f \_\_\_\_\_ to \_\_\_\_\_ (for a period of \_\_\_\_\_ ) to the station of N.C. Railway jurisdiction on the rates offered (copy enclosed as annexure-A which will be the part of the agreement). The supply contract may be extended for further period or till the finalization of new contract, whichever is earlier, in the interest of Railway Administration subject to condition of satisfactory performance. The contract will be governed under the following terms & conditions herein after set forth:-

<b>1</b>	All contracts will be entered into and will remain enforce, subject to the terms and conditions set forth in the following paragraphs and those laid down in general conditions for not more than the period one year at a time.
<b>2</b>	Arbitration Clause :- In the event of any dispute or differences of opinion between the Railway Administration and contractor as to the respective right and obligation of the parties hereunder or of as to the true intent and meaning of those presents and of any articles or conditions thereof such disputes and difference of opinion (except matter regarding which the decision has been specifically provided for in the terms of the contract) shall be referred to the sole arbitration of an officer of the Railway who shall be nominated for the purpose by the General Manager, North Central Railway, Allahabad. For the time being his decision shall be final, conclusive and binding on the parties. For the purpose of the contract the General Manager will mean the head of the North Central Railway and the clause 63 & 64 of General Conditions of Contracts applicable in contracts of Railways, shall also be applicable in this contract.
<b>3</b>	Subject as otherwise provided in the condition <i>all</i> notices to be given on behalf of the President of India and all other action to be taken on his behalf may be given or taken on his behalf by the _____ <b>Commercial Manager/Catering</b> , North Central Railway, Allahabad.
<b>4</b>	Commodities will be sampled and weighed in the Railway premises at the place specified from time to time.
<b>5</b>	As and when required by the Railway Administration, it will be mandatory for the party to submit test certificate of analysis from a recognized laboratory like Shri Ram Industrial Research, Delhi that their product/products confirm to the specification laid down under PFA Rules/AGMARK authorities.
<b>6</b>	All supply orders are subject to provincial and central Government Rules and Regulation which are or may be in force for the time being in respect of Civil Rationing of Central or restrictions on movements of food stuff or other articles
<b>7</b>	The Railway Administration will not be liable to the merchant for anything that may happen to the supplier's commodities until the same pass into the physical possession of the Unit Catering Manager or Medical Officer and or accepted by them.

8	If the contractor fails to fulfill any of the terms and conditions of the contract as may be placed with him or fails to deliver the contracted commodity in accordance with his tender and approved samples or standard specification and the same is rejected, the whole or part of the security deposit and Earnest Money or any other money that be due to him shall be forfeited as decided by North Central Railway Administration. On rejection the contractor shall be liable to remove such rejected commodities and replace the same with the proper supply as per contract at his own expenses. No consignment shall be treated as having been supplied until and unless it has been sampled and accepted by the consignee and the decision of the Railway Administration as regard quality or quantity of supplies delivered shall be final and the Railway Administration shall be entitled to reject any or all the supplies as unsuitable.
9	In case of receipt of request from contractor regarding extension of date of completion, the stipulated date of completion may be extended by the Railway Administration at its own discretion on the ground considered sufficient by it.
10	The time for and the rate of delivery or dispatch stipulated in the said schedule shall be deemed to the essence of the contract and if the contractor fail to deliver or dispatch and consignment within the period prescribed for such delivery or dispatch in the said schedule, the purchaser shall be entitled to recover from the contractor a sum of two percent of the contract price of such consignment for each and every month or part of the month during which the supply or dispatch of such consignment may be in arrear, or alternatively at the option of the purchaser, the purchaser shall entitled to purchase such consignment or if not available, the best and nearest available substitute therefore from (elsewhere on the account and at the risk and cost of the contractor) or to cancel the contract, and the contractor shall be liable to pay for any loss of damage which the purchaser may sustain by reason of such failure on the part of the contractor.
11	In case of perishable commodity only, if the supply is not required for any particular day or days, the Railway Administration may give 48 hours' notice in writing to the contractor stop the supply of such perishable commodity on the particular day or days without being liable to pay any compensation whatsoever and the contractor shall not supply the same for the day or days so advised
12	Commodities must be free from dust and extraneous matter and should be clean or screened in advance for that purpose, if necessary.
13	The supplier should invariably put the name of the firm as well as the purchase order number in ink on each bag or container at the time, the supply is made.
14	All payment to the supplier will ordinarily be made by cheque or through electronic system whichever is decided by the Railway Administration.
15	The quantities will specify 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 Railway 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 contractor, These tender are for supply to Railway Catering units.
16	The Unit Catering Manager at the Railway station will specify to the contractor in writing the quantity to be deliberated and the time, 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 order given and supplies received is final and binding on the contractor.

<b>17</b>	As cent percent inspection of the commodities is not possible or practicable at the time of supply, the supplier shall replace at his own cost any commodity which is subsequently found to be not up to approved sample or specification. In the event of the supplier not doing so, the costs thereof will be recovered from his subsequent bills or from his security deposit. In addition any pecuniary penalty.
<b>18</b>	Payment of bills will be made as soon as possible after the same has been duly checked and passed for payment. No advance payment will be allowed under any circumstances. However the final bill of the contractor shall be paid only on the fully satisfactory performance of the contract, fulfilling all the terms and conditions of the contract and on no dues/cost/claim /loss/damage of any kind of Railway Administration is found recoverable against the contractor. If any bill/earnest money or any other amount of contractor is withheld/forfeited for not fulfilling all the terms and conditions of the contract by the contractor or for the recovery of any dues/cost/claim against the contractor, the contractor or for the recovery of any dues/cost/claim against the contractor, the contractor shall not be entitled for any kind of interest from the Railway Administration.
<b>19</b>	Each consignment of mustered oil, refined, cooking medium, Ghee and Soap will be liable to ordinary physical test etc. and if the same is found unsatisfactory at that best it will be rejected forthwith without any further chemical analysis. When any consignment passes the physical test, it may also be further subject to a chemical analysis before it is accepted. The test report of a food testing laboratory and or the Railway laboratory will be treated as final and binding on the supplier and in case of dispute the joint inspection shall be allowed but the consignee has the ultimate right of rejection.
<b>20</b>	The contractor shall not sublet or assign directly or indirectly this contract, or any part thereof or any interest therein, to any persons who so ever without the prior written permission of this Railway Administration. Such subletting assignment transfer shall not be binding upon the Railway Administration and in the event of the contractor infringing the provision of this clause, the Railway shall be entitled to terminate the contract forthwith without any previous notice to the contractor and the contractor shall have no claim whatever in consequence of such summary termination of the contract. The Railway Administration shall further be entitled to purchase stores elsewhere on the contractor's account and risk and the contractor shall be liable for any loss or damage which the Railway Administration may sustain in consequence or arising out of such purchase.
<b>21</b>	In case the contractor fails to supply the commodity according to approved sample or the standard specification the Railway administration may in its own discretion, treat the contract as repudiate and withhold/forfeit the security deposit and earnest money or any part thereof, any bill of the contractor or any other money due to him as measure to recover the loss that the Railway Administration may suffer due to the breach of the terms of the contract.
<b>22</b>	The North Central Railway administration shall be entitled to determine and terminate the contract at any time should this in its opinion be deemed expedient for any cause what so ever, without assigning any reason to the contractor. Notice in writing from the Railway Administration of such determination shall be deemed as conclusive. All actions to be taken and notices, etc. to be served by the Railway Administration shall be served or received by the - ----- Commercial Manager (Catering.), North Central Railway/Allahabad.

<b>23</b>	The Railway administration also reserve the right to stop taking supply of any item of this contract or reduce its quantity to any extant during the pendency of this contract without assigning any reason thereof.
<b>24</b>	The contractor shall not any time be empowered to terminate this contract agreement.
<b>25</b>	Rates quoted should be for the net weight of commodity/commodities inclusive of freight, applicable taxes etc. stocking in the consignee's go down after payment.
<b>26</b>	All notices by the Railway or the contractor so concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized. The contractor shall furnish to the Chief Commercial Manager the name, Designation and address of his authorized agent and all complaint notice communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorize agent or left at or posted to the address so given and shall be deemed to have been so given, in the case of posting on the day on which they would have reached such address in the ordinary course of posting or on the day on which they were delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Chief Commercial Manager.
<b>27</b>	The earnest money Rs. 25,000/- (Twenty Five Thousand) deposited by the successful tendered with his tender will be retained by the Railway as security deposit for the due fulfillment of the contract by the contractor. The balance to make up this security deposit which will be 5%of the total value of the contract fixed by the Railway administration or Rs. 10,000/- whichever is higher unless otherwise specified in the special conditions, if any, may be deposited by the contractor with the Chief Cashier, of concerned Division, in cash or in the form of government security/bank draft/FDRs/in favors of Sr. DFM of concerned Division.
<b>28</b>	The Railway Administration reserves the right before or after awarding of the contract at any time to satisfy itself in regard to the process of manufacturing, the quality and the value of ingredients used the hygienic condition. The issue of a manufacturing or any other license by the local or other health authorities or any other authority as per the extent law, shall be no bar to the Railway administration satisfying itself in regard to the item.
<b>29</b>	The Railway Administration reserves the right to add any new item or delete any item without assigning any reason.
<b>30</b>	On delivery of the material at the NCR premises, the stations officers/Inspectors or his representative will inspect the supply and takeover the supply if it is in accordance with the specification and approved sample. The delivery challan of the supplier will then be duly stamped and signed by the station officers/inspectors or his representatives as the actual net weight or the quantity taken over from the supplier.

<b>31</b>	The MRP of the product to be supplied to NCR for resale to consumers quoted by the contractor in the tender should not be higher than the MRP of the same product and quantity adopted for the local market.
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**Railway Authority**

**Signature**

**Name:-**

**Designation:-**

**Address:-**

**Authorized Signatories of Firm**

**(1) Witness**

**Signature:-**

**Name:-**

**Address:-**

**Signature:-**

**Address:-**

**(2) Witness**

**Signature:-**

**Name:-**

**Address:-**

# **TENDER**

To,  
The President of India,  
Acting through the Chief Commercial Manager,  
North Central Railway,  
Allahabad

I/We-----have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to supply/sale the commodities as shown with their rates in the attached schedules and hereby bind myself/ourselves to complete the supply/sale from time to time as ordered after execution of agreement.

I/We further agree to sign an agreement bond to abide by the general and special conditions of contract and to carry out all supplies/sales according to the order and specifications of samples of materials, In case of acceptance of the tender by North Central Railway, I/We bind myself/ourselves to execute the contracts documents within 07 days after notice that the contract has been awarded to me/us and to commence the work immediately after receipt of orders, failing which I/We shall have no objection to the forfeiture of full earnest money amounting to Rs. 25,000/- (Twenty Five Thousand Only) deposited with Chief Cashier, North Central Railway, Allahabad or Demand Draft issued by the scheduled Banks and pledged in favour of the FA&CAO/North Central Railway/Allahabad and such document attached. Quotation submitted by us will remain open for 90 days after the date of opening of Tender.

Signature of witness and address

Signature of Tenderer

1 \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tenderer's Address

2 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Quotation/Offer of the Rate Contract**

**(Approximate Quantity and Value to be supplied \_\_\_\_\_)**

- Name of the Firm/Company:-  
\_\_\_\_\_
- Name of the brand:-  
\_\_\_\_\_
- Shortlisting details NCR letter No. \_\_\_\_\_  
Dated \_\_\_\_\_

SN	Name of the items	Unit Kg./CS/Pkt	MRP Rs.	Supply Rate to Railway Rs.	Discount to Rly. @%

We agree to supply \_\_\_\_\_ Brand, the quantity as much as required \_\_\_\_\_ at the rate mentioned above.

Note: Supply of above quantity and value may be much more/much less as shown above.

Authorized Signature of Firm/Company  
Name \_\_\_\_\_

Designation \_\_\_\_\_

Date:-----