



E-TENDER
TSV Services

CIN No. L74899DL1999GOI101707

Website: www.ircrc.com Email id: info@ircrc.com

**OPEN E-TENDER BID DOCUMENT
FOR PROVISION OF ONBOARD CATERING SERVICES THROUGH TRAIN SIDE
VENDING (TSV), IN IDENTIFIED MAIL / EXPRESS / SUPER FAST TRAINS, RUNNING
WITHOUT PANTRY CAR, IN PARTIAL / COMPLETE UNBUNDLING MODEL, IN MB-GD-
GKP-NTV SECTION OF NR & NER.**

Last date and Time of Submission of bids	:	31.01.2020 UP TO 1500 HRS
Date and Time of Opening of Technical bids	:	31.01.2020 AT 1515 HRS
Date and Time of Pre-bid	:	15.01.2020 AT 1200 HRS



E-Tender No.2019/IRCTC/NZ/TSV/Open Tender/02

**M/s Indian Railway Catering and Tourism Corporation Ltd.
North Zone**

**Ph. 011-23234763, 23221146
E-mail:- ggmnz@ircrc.com**

DISCLAIMER

- a. Indian Railway Catering & Tourism Corporation Ltd.,** herein after mentioned as “IRCTC” does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document. Therefore, each Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources. The Bidder shall bear all its costs associated with the preparation and submission of its Bid including expenses associated with any clarifications which may be required by IRCTC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IRCTC shall not be liable in any manner.
- b.** IRCTC will have no liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the License, the information and any other information supplied by or on behalf of Railway/IRCTC or otherwise arising in any way from the selection process of the License.
- c.** The issue of this Document does not imply that IRCTC is bound to select the Bidder or to appoint the Selected Bidder. IRCTC reserves the right to reject any or all of the Bids submitted in response to this Bid Document at any stage without assigning any reason whatsoever. IRCTC also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who have submitted the Bid.
- d.** IRCTC reserves the right to change/ modify/amend any or all of the provisions of this Bid Document at any stage.
- e.** Each Bidder’s acceptance of delivery of this Tender constitutes its agreement to, and acceptance of the terms set forth in this Disclaimer. By acceptance of this Tender, the recipient agrees that this Tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.

NOTICE INVITING E-TENDER

Sub: OPEN E-TENDER BID DOCUMENT FOR PROVISION OF ONBOARD CATERING SERVICES THROUGH TRAIN SIDE VENDING (TSV), ON NON- EXCLUSIVE BASIS, IN IDENTIFIED MAIL / EXPRESS / SUPER FAST TRAINS, RUNNING WITHOUT PANTRY CAR, IN PARTIAL / COMPLETE UNBUNDLING MODEL, IN MB-GD-GKP-NTV SECTION OF NR & NER.

- 1. Period of the license- 5 (five)Years**
- 2. Bidders are required to deposit EMD of Rs 5 lakh through tender web site itself prior to submission of E-Tender. EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.**
3. The bids will consist of two packet system i.e Technical and Financial Bids. Technical Bid will consist of Technical and other conditions as laid down in the Bid document. Financial bid shall consist of the Financial aspects as per conditions laid down in the Bid document
4. Evaluation of financial bid will be done individually for the concerned Section, defined by IRCTC
5. The successful tenderer shall be intimated about the Award of license and EMD of unsuccessful tenderers shall be returned without any interest within one month from the date of award of license.
6. The bid shall remain open for acceptance for 120 days from the date of opening of E-Tender.
7. Indian Railway Catering and Tourism Corporation Limited., reserves the right to reject any/all E-Tenders without assigning any reason.
8. The Notice Inviting E-Tender and Instructions to tenderers, Special Conditions, Technical Criteria, Offer Forms, E-Tender Schedule shall form the part of Tender Documents. The E-Tenders received will be evaluated by IRCTCIRCTC to ascertain the highest acceptable E-Tender on license fee quoted against the bid

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

(A Government of India Undertaking)

INSTRUCTIONS TO TENDERERS

The Indian Railway Catering and Tourism Corporation Limited (IRCTC) proposes to obtain E- tender **FOR PROVISION OF ONBOARD CATERING SERVICES THROUGH TRAIN SIDE VENDING (TSV), ON NON- EXCLUSIVE BASIS, IN IDENTIFIED MAIL / EXPRESS / SUPER FAST TRAINS, RUNNING WITHOUT PANTRY CAR, IN PARTIAL / COMPLETE UNBUNDLING MODEL**

1. General:

Date & Time up to which offers will be received: **31.01.2020 by 1500 hrs**

Time of Opening Financial Bid (Part B): To be intimated separately to the tenderers short-listed on the basis of technical bids.

- i. This Tender Document can only be viewed at <http://eprocure.gov.in> , <http://www.irctc.com>, & <http://www.tenderwizard.com/IRCTC> and will be submitted/ received only at <http://www.tenderwizard.com/IRCTC> , as prescribed in “INSTRUCTIONS TO THE TENDERERS.”
- ii. EMD shall be paid through the e-tendering website www.tenderwizard.com/IRCTC. In case of non submission of the said EMD through e-tendering website, the bid will be summarily rejected. It may be noted **EMD of Rs 5 lakhs is to be deposited mandatorily.** It may also be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
- iii. To participate in the E- Tender, it is mandatory for the bidders to register themselves on the website www.tenderwizard.com/IRCTC without any payment and obtain User ID & password which is required for submitting the tender. It may please be noted for submission of bid, Class-III digital signature is required.
- iv. The applicant should upload complete set of documents in support of Eligibility Criteria.
- v. Corrigendum/Addendum to this Tender, if any, will be published on website www.irctc.com, www.tenderwizard.com/IRCTC. No newspaper press advertisement shall be issued for the same.
- vi. For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at **tenderwizard.com helpdesk no. 011-49424365 or cell no 8800115628.**
- vii. The digital signature of the bidder on the E- tender form will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. **It may please be noted that in case of deviation quoted by bidder, offer will be summarily rejected without further correspondence/communication.**

- 2.0 This E-Tender is based on Two bid system i.e. Technical bid and Financial bid.
- 2.1 **Technical bid** –This shall form the basis of ascertaining the Technical and Financial credentials of the tenderer. Following documents are to be scanned and uploaded with **Technical bid:-**

Eligibility Criteria

General Information			
			Submitted/ not submitted
1.0	Name and full address of the applicant with telephone no and email address and name of the contract person (Address proof- Agreement copy/registration copy/telephone bill in the name of vendor)		
2.0	Status of the applicant:- In case of company In case of partnership firm In case of proprietorship/ individual business	Certificate of incorporation/Article of association Registration of partnership deed under partnership act 1932 Registration certificate from any statutory authority	
Mandatory Criteria			
		Documents Required	Submitted/not submitted
1.0	Should not be debarred/blacklisted/banned by IRCTC or Ministry of Railways/ other CPSUs/ Govt. Deptt. Currently.	Self Declaration Annexure-IA. (No change in format /declaration is permissible)	
2.0	Should have at least One outlet (production and service) which include Pantry Car, Railway Food Plaza, Refreshment Rooms, Jan Ahar of Rly Stations Restaurants, Hotel, Canteens/Cafeteria and cell kitchen or any other place where food production is done and should have service element of serving prepared food apart from sale to the customers at the same premises.	(Copy of Currently valid Food License (FSSAI) for minimum one unit having production and service elements to be scanned and uploaded.)	

3.0	<p>Average Minimum Annual turnover of Rs. 1.50 crore from catering / hospitality business in last three completed financial years 2016-17, 2017-18 & 2018-19 involving only production and sale/service of cooked food items, Sales of beverage and packed items. Turnover in any of the last 03 financial years should not be NIL.</p> <p>(Trader / stockiest / Distributors are not eligible)</p>	<p>Following documents shall be submitted</p> <p>(i) Audited Balance sheet and profit & loss account for the financial years 2016-17, 2017-18 & 2018-19 to be scanned and uploaded.</p> <p>(ii) Duly signed and stamped Certificate from CA (in the format of Annexure IB) that the turnover figures for M/S.....are reconciled as per VAT/Service Tax /GST returns ,to be uploaded .This turnover has to be only from units which undertake production and sale/service of cooked food items, Sales of beverage and packed items.</p> <p>(iii) The applicant shall upload an affidavit showing the segment wise turnover as per total amount shown in GSTR 3B as per the GSTN including the turnover from Catering & Hospitality business and details of taxes paid in the format Annexure I C . (No change in format /declaration is permissible)</p>	
4.0	Details of bidder	Details of Bidder on the letter head of the company in Annexure-ID format .	

Note:- 1. There is no need to upload tender documents and corrigendum along with the bid.
2. Loading of above mentioned document amounts to acceptance of terms and conditions as mentioned in the tender document and the successful bidder has to submit the complete document along with acceptance letter.

NOTE: The data submitted by the successful bidder, in compliance of the above eligibility conditions shall be subject to verification by IRCTC itself or through an agency appointed by IRCTC, for which all necessary documents shall have to be essentially provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the Letter of Award will be terminated along with forfeiture of License fee and SD. In such eventuality the successful bidder will also be debarred for 3 years from participating in the future projects of IRCTC.

Non submission of any of the document listed above in ‘Mandatory Criteria’ will lead to summarily rejection of the offer and no correspondence in this regard shall be made /entertained.

Following Documents are to be scanned and uploaded with technical bid

- I. Stamped dated and signed including Annexure IA, Annexure –IB , Annexure-IC, Annexure-ID
- II. All the details/relevant self attested documents as per Eligibility Criteria ie. Balance sheets and Profit & loss account of last three completed financial years 2016-17, 2017-18 & 2018-19 duly audited by Statutory auditors.
- III. One currently valid FSSAI licenses for units having production and service elements

2.2 Financial bid - This shall consist of Offer Form for Financial bid and the E-Tender schedule duly filled in the format specified herein in accordance with the instructions and other relevant provisions mentioned in this Tender document.

2.3 The E-Tender schedule- Financial Bid (Annexure-II) is to be filled electronically in accordance with the instructions and terms given in this tender document.

3.0 Validity:

- 3.1 The submission of any offer and documents shall constitute an undertaking that the tenderer shall have no cause for and claim, against the Authority for rejection of the offer. The Authority shall always be at liberty to reject or accept any offer at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the Authority.
- 3.2 The offer shall be kept valid for acceptance for a minimum period of 120 (one hundred twenty) days from the date set for opening of E-Tender.
- 3.3 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 the Authority 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 the Authority by any means. If necessary, IRCTC will obtain clarifications on the documents submitted, 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 Evaluation of offers: The entire process of evaluation of the offers shall be in two stages:

4.1 Stage I:

The Technical bid of all the offers that are received within the date and time mentioned herein shall be opened after due date and time. The technical suitability of the tenderers shall be evaluated based on eligibility criteria and verification of the document submitted by tenderer with the technical bid. The financial bid of only those tenderers shall be opened who are shortlisted in stage I

4.2 Stage II:

The date and time of opening of the Financial Bid shall be intimated to the shortlisted tenderers and shall be opened at such appointed date and time. Both the bids will be opened electronically and will be immediately available on tender uploading site for viewing to bidders. However, if bidders wish they may remain present at the time of electronic opening of bids at IRCTC/North Zone Office.

- 4.3 During E-Tender evaluation, the IRCTC may, at its discretion, ask the tenderer for a clarification of its bid. The request for clarification and response shall be in writing. No change in the price or substance of the E-Tender shall be sought, offered or permitted, in response.
- 4.4 The E-Tenders received will be evaluated by the IRCTC to ascertain the highest acceptable E-Tender on licensee fee quoted against the bid

5.0 Rates

- 5.1 The bidders are required to quote a single license fee without Taxes. Taxes as applicable will have to be paid in addition to the quoted license fee.
- 5.2 The license fee quoted/accepted against this E-Tender shall be valid for a period mentioned in 'the contract'.
- 5.3 IRCTC reserves the right to enhance contract period beyond the 5 year period solely for operational reasons on the same rates, terms and conditions
- 5.4 IRCTC may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 5.5 Prior to the detailed evaluation, IRCTC will determine whether each bid is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Documents without material deviations, exceptions, objections, conditionality, or reservations. A 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/stores.

- b. One that limits, in any substantial way that is inconsistent with the Tender documents, the 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 the Authority and may not subsequently be made responsive by the bidder by correction of the nonconformity. The Authority's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by the Authority in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.

6.0 Earnest Money:

- 6.1 Bidders are required to deposit EMD through the e-tendering website www.tenderwizard.com/IRCTC only. In case of non submission of the said EMD, the bid will be summarily rejected. It may be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
- 6.2 The Earnest Money of unsuccessful bidder shall be returned within 30 days of the finalization of the tender.
- 6.3 No interest shall be payable by the IRCTC on the Earnest Money.
- 6.4 The Earnest Money of the successful tenderer will be returned after the Security Deposit as required is furnished.
- 7.0 E-Tenders are not transferable. IRCTC reserves the right to reject any or all of the E-Tenders in part or full at his sole discretion without assigning any reasons.
- 8.0 The tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. E-Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.

9.0 Withdrawal of Bids-

- 9.1 If Bidder withdraws its bid before opening of tender by uploading the letter in e- tender site, EMD of bidder will be refunded if already deposited.
- 9.2 If bidder withdraws its bid before opening of Financial bid in writing and the letter is uploaded in the tender site before opening of Financial bid, EMD of bidder will be forfeited and licensee shall be debarred for one year.
- 9.3 If bidder withdraws after opening of Financial bid EMD of bidder will be forfeited. In such cases if bidder becomes highest bidder after opening of Financial bid, action will be taken as per 'Section 1, Tenure of License- Clause 5.2'.

10.0 Discrepancies:

This Agreement and the arrangement between the parties shall at all times be read along with the terms of the Bid and the response of the Licensee to the Bid. In the event of any interpretation of the provisions of this arrangement between the parties, the documents shall be read in the following order of precedence:-

- (i) IRCTC/ Railway latest policy as applicable from time to time
- (ii) the Articles of this Agreement
- (iii) the contents of the Annexure(s) to this Agreement
- (iv) Licensee's response to the Bid
- (v) The Bid

Self Declaration

I,, S/o Sh., aged aboutyears,
Proprietor/Partner/authorized signatory of...M/s..... do hereby solemnly affirm
and declare as follows:-

1. I say that I am an authorized signatory of the company/firm.....and hence
competent to sign this declaration
2. That company/firm namely.....has not been debarred/blacklisted/ banned
by IRCTC / Ministry of Railways/other CPSUs/Govt. Dept/GOI, currently.
3. That I undertake to inform to IRCTC about any debarment/blacklisting imposed by IRCTC or any
other PSU/ /any Govt Deptt,Ministry in future and understand that action as per law and contract
conditions will be taken

Signature of the bidder

Seal

Date

(Please note- No change in format/declaration is permitted)

Certificate duly certified by Chartered Accountant**Letter Head of Chartered Accountant**

This is to certify that turnover of M/s _____ having its office at _____ from catering / hospitality business as mentioned below is duly reconciled with VAT / Service Tax/GST returns in last three financial years 2016-17, 2017-18 & 2018-19 This turnover is only from units which undertake production and sale/service of cooked and packed food items.

It is also certified that the above turnover does not include inter unit transfer (Stock transfer sale)

Turnover from production and sale/service of cooked and packed food items.			
	2016-17	2017-18	2018-19
Taxable turnover			
Exempted turnover			
Nil Tax rate turnover			
Unregistered turnover (In case turnover is less than the threshold limit required for tax registration)			
Total Turnover			

Signature of the Chartered Accountant

Name of the chartered Accountant

Name of the firm

Seal

Membership No.

UDIN NO.

Date:

Place:

(Please note- No change in format/declaration is permitted)

AFFIDAVIT

I, -----, S/o Sh.----- aged about----- years,
 Proprietor/Partner/Authorized signatory of M/s -----do hereby solemnly affirm and declare as follows:-

1.0 I say that I am an authorized signatory of the Company /firm----- and hence competent to sign and swear this affidavit.

2.0 I hereby submit the following turnover and tax deposited & duly reconciled with returns of Service Tax/VAT/GSTR-3B on Pan India basis for the financial Year 2017-18 & 2018-19.

S.N O.	Segment	2017-18					2018-19	
		Turnover reported in Service Tax Return (01.4.2017 to 30.6.2017)	Turnover reported in VAT Returns(01.4.2017 to 30.6.2017)	Turnover reported in GSTR 3B Returns(01.7.2017 to 31.3.2018)	Total Turnover reported for the year 2017-18	Total Taxes Deposited for the year 2017-18(Net of ITC Claimed)	Turnover reported in GSTR 3B Returns(01.04.2018 to 31.3.2019)	Total GST Deposited for the year 2018-19(Net of ITC Claimed)
1	Production and Sale / Service of Cooked Food							
2	Sale of Packed Items(Chips, PDW, Soft Drinks etc.)							
3	Turnover from Tourism business, if any							
4	Turnover from Trader/ Stockiest/Distributor s business							
5	Turnover from Inter unit transfer							
6	Turnover from other business segment which is not included above							
<p align="center">NOTE:</p> <p>1. If the bidder has opted for composite scheme, then the figure shall be provided as per turnover reported in submit GSTR4.</p> <p>2. If the bidder has not reported turnover of cooked food and sale of PAD items separately in GST3B he may submit the consolidated turnover figures in SN 1 in Turnover reported in GSTR 3B Returns column.</p>								

DEPONENT

Verification

I, the above named Deponent do hereby solemnly affirm and state that the contents of this affidavit are true and correct and no part of it is false and nothing material has been concealed there from.

Verified at New Delhi on this day of -----2019

DEPONENT

(Please note- No change in format/declaration is permitted).

DECLARATION

I, M/s Partnership firm/company/Individual address_____ do hereby declare that in case of my selection, I will submit the necessary documents as declared below within a week of award of contract. In case of failure to submit the above documents, I understand that the award of contract will be null and void and IRCTC shall be free to take action against the undersigned as deemed fit.

S.NO	General Information	To be filled	Related document to be submitted after selection
1	Name and full address of the applicant with telephone no and email address and name of the contract person		Address proof-Agreement copy/registration copy/telephone bill in the name of vendor
2	Status of the applicant:-		
3	In case of company		Certificate of incorporation/Article of association
4	In case of partnership firm		Registration of partnership deed under partnership act 1932
5	In case of proprietorship/ individual business		Registration certificate from any statutory authority
6	PAN No/ESI/PF/GST	PAN No-	Copy of PAN card
		ESI No	Copy of ESI registration certificate
		EPF No	Copy of EPF registration certificate
		GST Reg. no (state wise)	Copy of GST (state-wise) registration certificate

Signature of the authorized signatory of bidder

Seal

Date

(Please note- No change in format/declaration is permitted)

**E tender Schedule -Financial Bid
(To be filled electronically)**

Quotation of M/S..... is as under: -

SN	Section	Minimum License fee per annum (Exclusive of GST)	Quoted License fee per annum(Exclusive of GST)	
			In Figures (Rs)	Rs. In Words
1	MB-GD-GKP-NTV SECTION OF NR & NER	48,49,000/-		

1. Note:

- Quoted License fee for the first year shall be paid within 7 days of the issue of LOA. Thereafter, the License fee due shall be paid one month prior to the completion of the first year and likewise in subsequent years
- Goods & Service tax {GST} as per applicable rates, shall be paid extra to IRCTC
- Contract will be awarded to highest bidder for individual SECTION mentioned above. In case of tie, in the bids, the firm with higher turnover ,shall be given preference
- In case of any information submitted by the applicant being found to be incorrect either before or even after the award of license, IRCTC will have the right to summarily reject the bid, terminate the contract with forfeiture of EMD / SD / LF and debar the bidder / licensee for a period of 03 years.
- IRCTC reserves the right to inspect applicant's establishments or through any other agency as notified by IRCTC at any time during the currency of contract
- IRCTC reserves the right to cancel the Tender process at any time without assigning any reasons.

2. Declaration

- I/We _____ do hereby declare that documents submitted are true to the best of my/our knowledge and also that we shall be bound by the acts of my/our duly constituted attorney.
I / We hereby understand that the submission of Bid does not guarantee for award of license. I / We further understand that in case of any information submitted by me / us being found to be incorrect either before or even after the award of license, the IRCTC will have the right to summarily reject license , at any time without assigning any reason whatsoever.
- I / We have read the general guidelines and bid document attached hereto containing the Terms and Conditions and agree to abide by such conditions. I / We offer the Bid for operation and PROVISION OF ONBOARD CATERING SERVICES THROUGH TRAIN SIDE VENDING (TSV), IN IDENTIFIED MAIL / EXPRESS / SUPER FAST TRAINS, RUNNING WITHOUT PANTRY CAR, IN PARTIAL / COMPLETE UNBUNDLING MODEL for a period of 5 (FIVE) year in the attached schedules and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of license.
- I/We understand that In case of acceptance of Bid by the IRCTC, I / we bind myself / ourselves to execute the license agreement awarded to me / us and to commence the work as per the conditions of license failing which, I / We shall have no objection for forfeiture of the full Earnest Money Deposit (EMD), deposited by us with IRCTC, New Delhi in addition to other penalties specified under the terms of license.

- iv) Till the formal agreement is signed, letter of award, my/our acceptance and terms and conditions of this bid document will be binding on both the parties.
- v) I/We understand that 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 bid.
- vii) I / We agree that 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 participation in the future tenders of IRCTC for a period of 3 years.
- viii) I / We do hereby confirm that I / We have the necessary authority and approval to submit this bid for award of license for operation and PROVISION OF ONBOARD CATERING SERVICES THROUGH TRAIN SIDE VENDING (TSV), IN IDENTIFIED MAIL / EXPRESS / SUPER FAST TRAINS, RUNNING WITHOUT PANTRY CAR, IN PARTIAL / COMPLETE UNBUNDLING MODEL
- ix) A notice or letter of communication addressed to me / us at the address given in the Bid, even by ordinary post/e-mail will be deemed to be valid as proper notice of intimation to me/us.

Authorized signatory

Name. Designation and seal

Address:

e-mail

Tele & Fax

Date:

Place:

SECTION - I

1.1 GENERAL INFORMATION

- a. A large number of trains do not have pantry cars attached to them. To arrange for on-board catering services on such trains, IRCTC shall appoint a Licensee for operation of Train Side Vending (TSV), who arranges food which includes Standard Meals viz., Breakfast & Lunch/Dinner in partial and complete unbundling model to be picked up from Nominated /Approved Kitchen units' en-route and serve to passengers according to their needs through vendors, who travel on the trains and pick up orders.
- b. The Licensee shall also arrange for on-board sale of PAD items, packaged drinking water, etc. The Licensee shall provide catering services ensuring hygienic, good quality and affordable meals/food to the traveling passengers as per laid down guidelines and policy directives issued by Railways/IRCTC and any statutory regulations, from time to time.
- c. The Licensee shall adopt best trade and hospitality industry practices as indicated in scope of work, General, special conditions of license.
- d. In consideration of the award of this License, the Bidder shall offer to pay a license fee, higher than the minimum license fee fixed for tenure of License for each of the sections.
- e. The Bidder, who offers highest license fee once selected shall become "Licensee" and shall be liable to pay License Fee, Security Deposit, Spl security deposit and commence the services as per terms and conditions of the contract and time to time instructions of Railway/IRCTC.
- f. Section wise non Pantry Trains included and their frequency is placed at Annexure –A
- g. The details of locations of kitchen units for pick up of meals in unbundling model are placed as **Annexure–B**.
- h. The Menu and Tariff for Standard Breakfast, Lunch /Dinner, Janata khana and applicable transfer rates for unbundling Menu, is placed at Annexure – C
- i. The existing approved list of a la carte items & Snack Meal is placed at **Annexure D**
- j. Latest List of approved brands of PAD items, subject to time to time changes with due information, is placed at **Annexure E**
- k. Specifications of Prescribed uniform for TSV services – **Annexure F**
- l. Penalties for established complaints – **Annexure G**.
- m. Agreement towards waiver under section 12 (5) and section 31-A (5) of Arbitration and conciliation (Amendment) Act is placed at Annexure H

2. Scope of Work

2.1	Provision of Catering Services	
2.1.1	Limitation of Business:	The Licensee shall be responsible for PROVISION OF ONBOARD CATERING SERVICES THROUGH TRAIN SIDE VENDING (TSV), IN IDENTIFIED MAIL / EXPRESS / SUPER FAST TRAINS, RUNNING WITHOUT PANTRY CAR, and are originating and passing through MB-GD-GKP-NTV SECTION OF NR & NER as per Policy, guidelines, instructions issued by Railway/IRCTC and other statutory regulations. This will include supply and service of fully cooked meals/food to passengers on demand viz. breakfast, lunch, dinner, snacks, tea, coffee etc. Meals/food in prescribed quantities shall be Picked up from approved/nominated/authorized static units located at the originating/terminating/en-route stations of the train.
2.1.2	Hygiene / Quality of services	The food has to be picked up and supplied to passengers as per the Menu and Tariff advised by IRCTC. The food shall be hygienically prepared, packaged (semi-packed), transported from nominated food pick up points, duly ensuring cleanliness, hygiene and quality. Licensee shall ensure timely and hygienic service of meals/food to the passengers on board. The Licensee shall also ensure that cooked food items are delivered to the passengers in hot and fresh condition. He

		shall also ensure waste is disposed off in environmental friendly manner as per statutory regulations and guidelines and instructions issued by Railways /IRCTC from time to time. The Licensee shall further be responsible to make adequate arrangements in terms of all equipments' and manpower, at its own cost, as per policy directives. The licensee shall be responsible to make adequate arrangements to ensure that all waste generated from sale of food and PAD items viz., is collected from coaches and suitably disposed off at designated stations outside station/maintenance area at the end of each service as per the extant guidelines, instructions and statutory obligations.
2.1.3	Service of standard meals in unbundling model.	The Licensee shall provide all catering services through TSV in listed non pantry car Mail Express, Superfast trains/ originating, terminating and passing through MB-GD-GKP-NTV SECTION OF NR & NER by picking up standard meals for, Lunch & Dinner from IRCTC nominated kitchens at originating, en-route & destination stations in unbundling model. The details of nominated units for pick up of standard meals in the section are placed Annexure B . The standard meals as per the prescribed Menu will be supplied from the kitchens along with accompaniments, disposables, salt pepper sachets etc., at the prescribed transfer rates. Applicable transfer rates are placed at Annexure C
2.1.4	Mandatory pick up and sale of prescribed minimum no of Std meals.	It shall be mandatory for the licensee to pick up a minimum no of 40 std meals in each service of Lunch, Dinner and Biryani at rates prescribed by IRCTC from the nominated catering units in unbundling model. For trains leaving after 1000 hrs and 1700 hrs, the minimum no. of meals to be picked up in first service will be 25. For trains leaving after 1200 hrs and 1900 hrs, there will be no mandatory pick up in first service. The items picked up in unbundling model shall be completely sold by the TSV licensee. No claim for wastage of meals will be entertained by IRCTC. The approved transfer rates for Lunch / Dinner are placed Annexure C In case of non availability of catering units in the stations in the route of the train the TSV licensee shall make own arrangement for pick up of Std Breakfast, Lunch, dinner & Biryani in prescribed quantities. However such arrangement requires prior approval of IRCTC after inspecting the kitchen.
2.1.5	Pick up & Sale of Breakfast, Janta Khaana, Snack Meal and a-la-carte items from units situated in Railway stations.	Licensee may identify units in Railway premises for picking up Breakfast and other items, other than lunch and dinner, and submit details to IRCTC. Wherever, IRCTC is not in position to unbundle Lunch/Dinner, licensee may pickup from any other unit in Railway premises and give details to IRCTC. The approved list of a la carte items to be sold is placed at Annexure D. Pick up a la carte items from kitchens situated outside Railway premises is not permitted without prior approval of IRCTC.
2.1.6	Sale of Proprietary items of approved brands.	The licensee is allowed to sell approved brands of proprietary items viz., soft drinks, biscuits, Nankeens, chocolates etc. The sale of all such PAD items shall be strictly as per MRP. During the tenure of license new brands may be added to the approved list and the licensee shall be allowed to sell the same. Some of the items in the approved list may be banned or delisted due to complaints or any other reason and licensee shall stop selling such products from the date of communication of such delisting or ban. For updated list of approved brands of PAD items bidder / licensee may visit www.irctc.com .
2.1.7	Procedure for supply of Lunch, Dinner and	Based on the train timings kitchens in en-route stations as at Annexure B will be nominated for supply of Lunch, Dinner & Biryani in unbundling model. TSV

	Biryani in unbundling model from nominated kitchens.	licensee shall execute agreements with the kitchen licensees for supply meals at the applicable transfer rates. TSV licensee shall place order on the kitchen for no of meals to be supplied with veg, n-veg break up. As a security towards charges for such unbundled meals, TSV licensee shall deposit a special security deposit of Rs 5,00,000/- for each section with IRCTC before commencement of services. For smooth execution of unbundling the TSV licensee shall enter in to agreements with nominated kitchen licensees and copies of such agreements shall be provided to IRCTC within 15days from award of license. Payment for food/ meals/ items picked up from kitchen units should be made on weekly basis.
2.1.8	Supply of Std. Lunch/Dinner/Biryani in prescribed Qty's at prescribed rates from nominated kitchens in unbundling model.	Standard Lunch, Dinner & Biryani as per the demand subject to a minimum no of 40 in each service (except first service as mentioned in clause 2.1.4) of Lunch and /or dinner as the case may be shall be supplied by nominated kitchens en-route in packed condition and the same shall be sold by the onboard service provider at prescribed tariff rate duly issuing GST invoice. No claim for wastage of such meals supplied from nominated kitchens shall be entertained by IRCTC.
2.1.9	Failure of TSV licensee to pick up prescribed meals or make payment to the kitchen licensee in advance	In case of failure to pick up the prescribed no of meals or non payment to the kitchen licensee the charges at prescribed transfer rate for prescribed no of meals shall be paid by IRCTC from the special security deposit and process will be initiated for termination of license with all consequential penalties.
2.1.10	Services in Exigencies	In the event of any contingency such as diversion, accident, late running etc. of the Trains for any reason whatsoever, the Licensee shall be responsible to arrange, supply and service of food/meals to the passengers travelling on the Trains in the section.
2.1.11	No onboard preparation.	The Train side vending staff shall not prepare meal/tea/coffee in the running train. Meals/food must be picked up from the kitchens and bearers shall only serve in the running train. It will be mandatory that the meal packets contain all statutory information viz., Menu, grammage, tariff, dt & time of packing etc.,
2.1.12	Service of packed food	The catering items to be supplied in TSVs have to be in packets which do not require a vendor to normally travel to collect used plates/thalis/cutlery etc. Eco friendly bio-degradable packing material shall be used to the maximum extent possible.
2.1.13	Territorial limit of business and canvassing	The vendors of the Licensee are only permitted to do catering services on board listed trains within the section awarded to him. The Licensee shall ensure that the staff/vendors deputed by him are not indulging in any kind of vending/hawking/canvassing on platforms of the stations. At the stations, where the jurisdiction of the section awarded to a Licensee commences or ends, depending upon the direction of the train, the staff/vendors of the Licensees concerned shall change over peacefully to enable the staff/vendors of the next Licensee to do their service. Any event of the staff/vendors of a Licensee travelling beyond their section shall be regarded as a breach of this license. The staff permitted for canvassing and booking orders for meals to be served in their respective jurisdiction shall be however, permitted to travel from and up to a pre approved station beyond the limits of the section specifically for the purpose of

		canvassing and booking of orders. They should not indulge in any sale of items outside the TSV section of the Licensee concerned. A maximum of two vendors shall be permitted for canvassing and booking of orders.
2.1.14	Railway/IRCTC's right to operate static units	IRCTC /Railway reserves the right to operate departmentally/licensee run static catering units selling food items, ala-carte items, PAD items etc. at stations and also allow certain number of Vendors for each stall to do platform vending on various platforms at the stations, wherein passengers are at liberty to purchase from any of these catering stalls/platform vendors. However such platform vendors do not enter into the coaches.
2.1.15	E-catering services in trains	IRCTC appoints reputed brands / vendors in various stations for provision of food through e-catering; Passengers of the trains in the section for which TSV license is awarded can exercise the option to book their food through e-catering and e-catering vendors are authorized to supply pre-ordered meals in the trains.
2.1.16	Changes in Menu, Tariff:	The existing / applicable menu and tariff in Mail and Superfast Express trains are enclosed at Annexure C. Railway/IRCTC reserves the right to modify/alter the catering tariff and menu and such changes in catering charges and menu shall be informed to the Licensee. In the event of change in the menu and tariff thereof, the Licensee shall maintain the same quality and hygiene standards for supply and service of food/meals to passengers as it were prior to such change. In case of increase in tariff the Licensee shall be allowed to sell at the revised rates to the passengers. In case of increase of tariff, license fee may be increased on pro rata basis, with 50% weightage for standard items and 25% weightage to a la carte items, leaving 25% weightage for PAD items. Further, all items in both the categories, standard and a la carte, shall be given equal weightage for calculating the pro rate increase.
2.1.17	Sale of Railneer	It is mandatory that the Licensee shall sell /serve Rail Neer (Packaged Drinking Water) to passengers on board in adequate quantities to fulfill passenger demand and at rates as may be prescribed by Railway/IRCTC from time to time. The Licensee shall be responsible for storing, cooling and distribution of Rail Neer to the passengers. In case of non-availability/inadequate supply of Rail Neer by Railway / IRCTC, the Licensee shall be permitted to sell packaged drinking water of approved brands of Zonal Railways/IRCTC
2.1.18	Ensuring availability of Affordable food to passengers.	The Licensee shall ensure that adequate quantities of Janata Khana and other low cost a- la- carte be made available at approved rates.
2.1.19	Carrying of food articles in train	<ul style="list-style-type: none"> (a) The Licensee shall ensure that the catering staff shall not keep any food article on the floor of the Train coach. (b) The Licensee shall ensure that the catering staff shall not carry any food item in their pockets/card boxes/mineral water cartons, etc. and only food grade container should be used for these purposes. (c) Further stocking of food items including PAD items viz. PDW, Soft drinks etc., in train toilets is strictly prohibited, if found/reported, strict action, including termination, as per terms and conditions of contract shall be taken (d) In order to avoid carrying of excess stocks in the trains the licensee shall have proper tie-up arrangements with suppliers at en-route stations for recoupment / replenishment of the stocks of approved PAD items.

3.0	License Fee	
3.1	Payment of LF	The License fee shall be payable for the section awarded to the Licensee quoted License fee shall be payable within 7 days from the date of LoA and. Thereafter, the License fee due shall be paid one month prior to the completion of the first year and likewise in subsequent years. In case of delayed payment of license fees, notice will be issued and an interest of 12% shall be charged upto the date of payment. Termination proceedings shall be initiated treating it as event of default, if the payment is not made within notice period.
3.2	Payment of other charges by the Licensee	The Licensee shall pay his other charges such as conservancy and municipal taxes etc. on actual cost basis as and when they are due to the appropriate authorities. In case of default, in payment of any dues, IRCTC reserves the right to recover the pending amount by deducting it from the Security Deposit/any other amount payable to the licensee. It will also charge an interest of 12% per annum for the number of days in default until the balance pending payments are cleared.
3.3	Change in LF due to change in no. of trains	Railway/IRCTC reserves the right to make any changes in the train schedules as given at Annexure A. The Licensee shall be obliged to sell food/meals to the passengers on all Mail Express / Superfast trains running without pantry cars in the section awarded to him. In case of any changes that may take place in the train schedules including increase/decrease in number of trains or their composition the license fee payable to the IRCTC shall be varied on pro-rata basis from the date of such revision in train schedule.
3.4	Attachment of pantry in TSV trains	Railway / IRCTC reserves the right to attach pantry car to any non pantry car train during the currency of this contract. The licensee shall cease to provide onboard catering services in the said train from date of commencement of pantry car services. In such case, proportionate license fee for the balance period of license will be refunded by IRCTC.
3.5	Detachment of pantry car from existing pantry car trains	Similarly Railway/IRCTC may decide to detach pantry car from any of the existing pantry car in any train passing through the section. the Train shall be added to the list of trains falling under this sectional TSV license and the licensee shall start providing onboard catering services by the said train duly paying additional proportionate license fee. Calculation of proportionate license fee shall be at the same on weighted average ratio of MLF & QLF and the same is payable along with applicable taxes (GST)
3.6	Cancellation of trips	In case of cancelation of trips during tenure of contract, the proportionate license fees of the cancelled trips shall be refunded annually.
3.7	Payment of taxes, statutory dues, etc.	The Licensee is responsible for collection of stipulated tariff for the items sold to the passengers duly presenting GST invoice generated through PoS machines with pre-loaded soft ware. The Licensee is also responsible to pay all taxes, statutory dues to the authorities concerned. IRCTC shall not accept any responsibility in this regard.
3.8	Recovery of outstanding dues	Notwithstanding anything contained in this bid document, the IRCTC shall be at liberty to recover any payments /outstanding dues including penalties against the Licensee from the Security Deposit provided by the Licensee.
4.0	Up gradation of Services	
4.1	Use of Food grade containers for carrying food	Licensee shall ensure use of Food grade containers for carrying food in trains from the date of commencement of services.
4.2	Staff Uniform	The licensee shall provide distinctive uniform comprising of trouser, Shirt, Cap, Shoes, hand gloves and aprons to the service staff. For winter suitable pullover/coat is to be provided. The colour and other specifications of uniform are placed at

		<p>Annexure F. In order to ensure personal hygiene service staff must serve in full uniform from the date of commencement of services.</p> <p>(i) Each service staff must have Name plate. ID card must always be available with the service staff.</p> <p>(ii) The cap of the service staff must have a slogan “No Bill-Food is free”</p>
4.3	Packaging conditions	IRCTC reserves the right to prescribe packaging material/conditions from time to time. IRCTC logo should be prominently displayed.
4.4	Use of Bio-degradable packaging	Licensee shall introduce compartmentalized bio-degradable trays in place of Aluminum Casseroroles within 30 days of issue of such instructions by IRCTC.
4.5	Point of Sale (PoS) Hand held device for Billing	Adequate no of Hand held electronic billing machines should be made available in the train for generation of e-bills and e-receipt of payment for each sale. Licensee must have the provision to accept digital payments through debit card/ credit card/ UPI and payment apps. Sales information shall be made available to IRCTC as and when required. In addition to PoS machines, each staff should have a bar-code of BHIM app for digital payment by passengers through BHIM or any other payment app.
4.6	Use of IRCTC Approved Brands	Use of approved Menu / Brands is mandatory and use of any other brand is strictly prohibited.
4.7	Use of Colored Containers for Veg & Non Veg food	Veg and N- Veg meals shall be carried in separate food grade containers. Green & Red colored Containers shall be used for service of Veg and Non-Veg meals respectively.
4.8	Passenger Complaints	In cases of established passenger complaints, the penalty shall be imposed as per Annexure G
5.0	Tenure of License	
5.1	Period of contract & Agreement	The tenure of this License shall be (05) five years from the date of commencement of services in the first train of the section. No renewal is permissible. On award of license the successful bidder shall execute an agreement with IRCTC as per the terms and conditions of these bid documents within 30 days of the issue of LOA. Till signing of the agreement between the licensee and the IRCTC, the Licensee agrees to abide by the terms and conditions of the bid document, Letter of Award and Letter of Acceptance which form part of the agreement
5.2	Commencement of the License	On receipt of the LOA, the successful bidder shall submit letter of acceptance in the prescribed format along with Security deposit, quoted License fee for one year & Special security deposit, within 7 days from the date of LoA and commence services as advised by IRCTC.. Failure of the successful Bidder to submit letter of acceptance, payment of Security deposit /special security deposit payment of license fee and commencement of operations as per the time lines shall be regarded as a breach of terms and conditions contained in this Bid Document and render him liable for termination of license, forfeiture of Earnest Money Deposit, de-empanelment and debarment from participating in the future projects of IRCTC for a period of three year.
5.3	Termination of License	
5.3	Exit by the licensee	There shall be a lock-in for a period of 6 months from the date of commencement of services during which there shall be no exit by the licensee. Licensee can exit from the license by giving 3 months prior notice without assigning any reasons. If the licensee exits, Security deposit will be forfeited by IRCTC. Proportionate license fee for the balance period of license shall be refunded after adjusting outstanding if any. The Special security deposits paid by the licensee towards security for the meals supplied in unbundling model shall be refunded on submission of No Due Certificate from the kitchen licensee.

5.4	Exit by IRCTC	IRCTC may exit from the license at any time, without liability on either side, after commencement of services by giving 2 months notice in which case the SD, balance proportionate license fee will be refunded after adjusting outstanding if any. However the Special security deposits paid towards security for the meals supplied in unbundling model shall only be refunded on production of No Due Certificate from respective kitchen licensee.
5.5	Termination of license for poor performance	Notwithstanding anything contained above the IRCTC may terminate the license for poor performance, breach of terms and conditions of the license with immediate effect.,
5.6	Exit by licensee without notice	Exit by licensee without notice shall be treated as breach of terms and conditions and License will be terminated with forfeiture of all deposits, License fee besides debarment for a period of three year.
6.0	Travel of licensee staff by trains	
6.1	Travel authority	To enable the Licensee to perform Train Side Vending (TSV) services on specified trains running without pantry cars in the section the railway/IRCTC shall authorize specified number of vendors (maximum 8 (eight) vendors per rake in Superfast/Mail Express) to travel in prescribed uniform on trains within the section by giving them travel authority, on submission of application and requisite documents by the licensee. The staff of the Licensee shall carry such travel authority along with their photo identity cards issued to them by the Licensee. The travel authority thus issued by the railway shall only be used strictly for genuine purpose of rendering Train Side Vending (TSV) service to the passengers.
6.2	Canvassing/ order taking	For the purpose of canvassing and collecting orders for meals in advance from the passengers two vendors will be permitted to travel in the section beyond the limits of the vending section up to a pre approved station. Such vendors will, however, be authorized to collect only orders. Not more than two vendors shall be allowed to book orders in a train.
6.3	Bona-fide travel by the Licensee's staff	The Licensee shall not permit anyone except the bona-fide staff of the Licensee to travel in the Train and ensure that the staff shall not carry in the Train any article of any description other than those required for the fulfillment of the obligations contained herein. The staff of the licensee will carry valid travel authority and medical fitness certificate to be issued by the Railway on the request of the Licensee. The Licensee shall ensure that the photo identification card of the staff should be duly attested by the Railway/IRCTC
6.4	Misuse/ Loss of travelling authority	The Licensee shall not allow Railway passes to be used for any work other than providing catering services on the Train and agrees that any breach of this condition shall be deemed to be breach of this contract. In the event of loss of travelling authority the Licensee shall immediately report such loss to the nearest Station Master and to the IRCTC/Railway administration. It is clarified that the cost, penalties, etc. as may be prescribed by the Railway/IRCTC from time to time for misuse/loss/non - possession of traveling authority by the Licensee and/or its staff shall be borne by the Licensee.
7.0	Security Deposit	
7.1	Payment of Security Deposit	The Licensee shall furnish to IRCTC a Security Deposit equivalent to one month of quoted License fee within 7 days from the date of issue of Letter of Award. Security Deposit shall be paid in the form of Bank Draft.
7.2	Refund of SD	Security Deposit shall be refunded without interest on successful completion of the license after adjusting outstanding subject to NO Dues Certificate from Concerned Authority, if any
7.3	Forfeiture:	In the event of failure of payment of license fee or any other charges payable to the

		IRCTC/Railway, IRCTC will be at liberty to forfeit Security Deposit and terminate the contract forthwith without prejudice to any rights of IRCTC and also black list to the Licensee .
7.4	Recovery of dues from SD	IRCTC may recover any LF dues / outstanding from the Security deposit on completion of the license.
7.5	Special Security Deposit as security for the value of meals supplied in unbundling.	The TSV licensee shall make regular payments to the nominated kitchens at the prescribed transfer rates for the total no of standard meals to be picked up from nominated kitchens in unbundling model on daily basis. In case of failure to make payment or picking up of meals from nominated Kitchens, IRCTC shall initiate process for termination of TSV license and make payments to the kitchen licensees from the special security deposit. The special security deposit shall be refunded on successful completion of the contract on production of No Due Certificates from the nominated kitchen licensees.
8.0	Display / Sale of approved items	
8.1	Display of menu and tariff, etc.	The Licensee shall exhibit menu, tariff and list of food items and ensure that printed menu cards shall always be available with vendors and presented to the passengers on demand. In the menu card the details of menu and tariff of all items permitted for sale by Railway / IRCTC shall invariably mentioned along with the name and contact phone numbers of the Licensee. Proper e-bill with details of tariff, tax breakup shall be ensured.
8.2	Display of tariff in food packets, Tea/ Coffee urns	The licensee shall display MRP, veg/n-veg stickers, date & time of packing, etc., on each and every food packet. The quantity and tariff of Tea/ coffee to be prominently displayed on Tea/ coffee urns and disposable paper cups etc.
8.3	Ban on sale of certain products	The Licensee shall not sell/distribute tobacco products, wine, beer or any other alcoholic drink or any other item prohibited by law on the Train. Further, the Licensee shall not use beef/pork in any form in any food items that may be served to the passengers travelling on the Train.
9.0	Compliance of FSSAI Act and other statutory laws	
9.1	FSSAI	The Licensee shall be responsible for compliance of applicable laws such as 'Food Safety and Standards Act, 2006 or any other amendments thereto.
9.2	Tax laws	The Licensee shall be responsible for compliance with applicable laws such as GST, Income Tax or any other applicable tax laws
9.3	Labour laws	<p>The Licensee shall comply with the provisions of all labour legislations' including the requirements of:</p> <ol style="list-style-type: none"> Employees' Compensation Act Shops & Establishment Act PF & ESI Acts Child Labour (Prohibition and Regulation) Act, 1986. Contract Labour(R&A) Act, 1971 Minimum Wages Act, 1948. <p>Licensee has to upload details of LOA, engaged workmen, wages payment details, PF & ESI details on monthly basis at www.shramikkalyan.indianrailways.gov.in</p> <p>The Railway /IRCTC will not accept any responsibility for the loss/damage/injury (including death) caused to the Licensee or to the personnel engaged by him in the process of rendering services under this License and no claim/compensation will be entertained in this regard.</p>
9.4	No unlawful/illegal activity	The Licensee and/or its staff shall not carry on any unlawful, immoral or illegal activity in the Train or at the station(s). It is clarified that if the Licensee suffers any loss or damage on account of the Licensee being restrained by the Railway/IRCTC or any other competent authority for indulging in such illegal activities or any contravention of any law, the Licensee shall not be entitled to any compensation whatsoever

10.0	Utensils / Service ware and washing	
10.1	Use of good quality Containers, Thermal urns etc.	(a) The Licensee shall ensure that Containers in which food and PAD items are carried and sold, Tea / Coffee urns to be used on the Train will be of good quality. (b) The Licensee shall ensure that the containers, thermal urns etc., are washed and cleaned with clean water and standard quality cleaning agent at originating and terminating stations.
11.2	Prohibition of washing of Containers and Urns in trains	Washing of containers and urns in trains is strictly prohibited. Any incident of such activity shall be treated as breach of tender conditions and would attract penalty including termination of contract.
10.3	Arrangement for washing at stations	Since there is no facility for washing of containers, Tea/coffee urns etc., in trains licensee should have proper arrangement for the same in originating / en-route / destination stations
11.0	Garbage Disposal	
11.1	Provision of Garbage bins in the vestibules of the coaches	Garbage bins duly provided with dark polythene covers should be placed in between every two coaches for the convenience of the passengers for disposing paper cups, plates, used casseroles etc., The polythene covers filled with Garbage should be handed over to the concerned staff / agency or placed at designated points at nominated stations.
12.0	Compliance of Instructions.	
12.1	Compliance of Instructions	The Licensee shall comply with any other instructions issued by the Railway/IRCTC from time to time as may be necessary to ensure better services
12.2	Sharing of information with IRCTC	The Licensee shall furnish all information, record, etc. within fifteen (15) days as may be required by the IRCTC from time to time, failing which the IRCTC reserves the right to impose suitable penalties on the Licensee including termination of the Agreement.
13.0	Monitoring & Inspections by IRCTC/Railway officials	
13.1	Monitoring of services IRCTC Supervisors	The Onboard services, production units and material shall be regularly monitored by IRCTC supervisors and the licensee's staff should comply with any suggestion/corrective action with respect to services
13.2	Monitoring by I IRCTC Control office	On receipt of telephonic/SMS complaints/ twitter complaints etc from the travelling public IRCTC control office will communicate the same to licensee and licensee should take immediate corrective action.
13.3	Inspections by IRCTC/ Railway officers	The Railway/IRCTC reserves right to inspect the production and service to verify the compliance of tender conditions
13.4	Inspection of Static Catering Units etc. by Food/Health Inspectors	The Licensee shall make available such kitchens from which food items are picked up for inspection by the Railway/IRCTC officials or any person so authorized by the Railway/IRCTC at any time.
13.5	Test/Inspection of food samples, etc. by IRCTC	The Railway/IRCTC reserves the right to get the food samples/raw materials collected and tested at approved laboratories at the cost of the Licensee. The Railway/IRCTC shall have the right to inspect/check the services provided by the Licensee for reviewing its standards, quality and variety of food items of the Licensee including its base/cell kitchens, etc. at any time and may authorize any person or agency for this purpose to assess the performance of the Licensee. In case of unsatisfactory performance or complaint of any nature, the IRCTC will be entitled to initiate the suitable action against the Licensee including termination of this Agreement as per the terms and conditions of this Agreement.
13.6	Penalty for	For deficiency in performance noticed during inspections by Railway / IRCTC

	deficiencies noticed in Inspections	officers IRCTC at their sole discretion shall impose suitable penalty based on the gravity of such deficiency as per Annexure G . The penalty may include termination of agreement for deficiencies and poor performance.
14.	Right of User only	The Licensee will only provide the catering services on the train and will have the right of user only on license basis. The staff/vendors engaged by the Licensee in discharge of the obligations under this License including rendering services on trains are not entitled for any employment by or within IRCTC/ Railway. Photo identity cards to the staff/vendors should be issued by licensee as per the procedure in vogue in concerned zonal Railways.
15	Provision of suggestion/complaint book	The Licensee shall carry a suggestion/complaint book in which passengers can register their suggestions/complaints without any difficulty. This suggestion book shall be serially numbered and pre-authenticated by IRCTC.
16	Licensee's Staff	
16.1	Details of Staff Engaged	Licensee shall be required to submit the details of the staff and their incharge engaged by him for the provision of services on monthly basis to IRCTC. The details of employee shall include Name, Adhaar No., EPFO No., Mobile no. Salary /wages shall be paid in the bank account only and the details of which shall be shared with IRCTC as and when required. Licensee has to upload details of LOA, engaged workmen, wages payment details, PF & ESI details on monthly basis at www.shramikkalyan.indianrailways.gov.in
16.3	Qualifications of Licensee's staff	All Catering staff engaged by the Licensee may gradually be qualified/certified and experienced as per the following specifications. In-charge: Should be minimum 12 th Pass with Diploma in Hotel Management or Diploma in F&B Services from a Govt. recognized Catering Institute OR should be certified in National Skill Qualification Framework (NSQF) Level 6 aligned Job role mandated by Ministry of Skill development and Entrepreneurship Govt of India: Qualification Pack- Asst. Catering Manager (THC/ Q5901). Should have minimum 02 years of work Experience in supervisory capacity in Catering Operations. Cooks(For licensee's kitchens): Should be minimum 8 th Pass with diploma/craft course in Food production from Govt. recognized Catering Institute or should be certified in National Skill Qualification Framework (NSQF) level 4 aligned job role as mandated by Ministry of Skill development & Entrepreneurship Govt. of India Qualification Pack- Multi Cuisine Cook (THC/Q3006) or should have certification in Food Production (kitchen) under various Govt. scheme such as Capacity Building programmes, HSRT programme, PMKVY scheme etc. Should have minimum 12 months experience in kitchen operations. F&B Service staff: should be minimum 8 th Pass with diploma/ craft course in F&B Service or should be certified in National Skill Qualification Framework (NSQF) mandated by Ministry of Skill development and Entrepreneurship level 4 aligned job role: Qualification Pack- Food & Beverage Services-Steward (THC/Q0301) or should have certification in F&B Service under various Govt. scheme such as Capacity Building programmes, HSRT, PMKVY scheme etc. Should have minimum 12 months experience in Food & Beverages Service operations.
16.4	Training by IRCTC	Upon award of license the licensee shall depute their staff in batches to the RPL training being organized by IRCTC upon successful completion of the same the staff will be certified in NSQF
16.5	Conduct / character certificate	The licensee shall not in any capacity employ any person of bad character or any person, whose conduct is not certified by the Police Authorities/MP/MLA/MLC/

		Councilor/ Gram Panchayat/ Sarpanch/1 st Class Magistrate / Gazetted Officer and shall issue an appointment certificate (signed by the Licensee) which shall contain a photograph of the employed with his or her left/right hand thumb impression affixed thereon in Printer's ink which he will carry with him/her while on duty. The expenses for such verification are to be borne by the Licensee.
16.6	No use of plastic material	Licensee shall not use plastic material. Eco-friendly/bio-degradable packaging material should be used for supply of food items. Instead of plastic, good quality paper glasses should be used for serving tea/coffee, mineral water etc.
17	Antecedent verification of licensee staff	Antecedents of all the staff to be engaged by the licensee need to be verified by police before employment and related document need to be carried in the train for presenting to any inspecting official.
18	Indemnity by contractors	The licensee shall at all times indemnify and save harmless the IRCTC from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the IRCTC by reason of any act or omission of the licensee, his agents or employees, in rendering services under the license or in his guarding of the same.
19	Jurisdiction of courts	The agreement shall be subject to the exclusive jurisdiction of the courts at Delhi
20	<u>INFRASTRUCTURE FOR PRODUCTION AND DISTRIBUTION</u>	
20.1	Adequate infrastructure	Since the storage space is limited in trains licensee should carry the PDW, Beverages and PAD times in limited quantities and should have arrangement for procurement / recoupment / replenishment in en-route stations. Stocking / storage of any item in toilets or in any area causing inconvenience to travelling public is strictly prohibited and any such incident shall be treated as breach of contract and would attract severe penalty including termination of contract
20.2	Provision of Food safety supervisors in Licensee managed kitchens	IRCTC may deploy Food Safety Supervisors (FSS) in the kitchens of licensee to verify compliance of food safety related aspects and hygiene. FSS shall have authority to conduct food safety audit, collect samples for testing and suggest corrective measures to ensure safe service of food. Licensee shall comply with the guidelines issued by FSS on day to day basis. Non compliance of the same shall amount to default and would attract relevant penal provisions.

Section-wise Train ServicesSection: MB-GD-GKP-NTV

SN	Train No.		Section		Freq.	Lunch			Dinner		
			Fro m	To		Stn.	Time	Minimum no. Of meals for mandator y pickup	Stn.	Time	Minimum no. Of meals for mandatory pickup
		Train Name									
1	14009	CHAMP RN SATYGRH	GKP	MB	1	NA	NA	NA	NA	NA	NA
2	14010	CHAMP RN SATYGRH	MB	GKP	1	NA	NA	NA	NA	NA	NA
3	15621	KYQ ANVT EXPRESS	GKP	MB	1	NA	NA	NA	NA	NA	NA
4	15622	KYQ ANVT EXPRESS	MB	GKP	1	NA	NA	NA	NA	NA	NA
5	15069	BNZ INTERCIT Y	GKP	BNZ	7	NA	NA	NA	NA	NA	NA
6	15070	BNZ INTERCIT Y	BNZ	GKP	7	NA	NA	NA	NA	NA	NA
7	12491	MOUR DHWAJ EXP	GKP	MB	1	NA	NA	NA	NA	NA	NA
8	12492	MOUR DHWAJ EXP	MB	GKP	1	NA	NA	NA	NA	NA	NA
9	15655	KYQ SVDK EXPRESS	GKP	MB	1	NA	NA	NA	NA	NA	NA

10	15656	KYQ SVDK EXPRESS	MB	GKP	1	NA	NA	NA	NA	NA	NA
11	15273	SATYAGR AH EXP	GKP	BVN	7	NA	NA	NA	NA	NA	NA
12	15274	SATYAGR AH EXP	BVN	GKP	7	NA	NA	NA	NA	NA	NA
13	18201	DURG NTV EXP	MZP	NTV	2	NA	NA	NA	NA	NA	NA
14	18202	DURG NTV EXP	NTV	MZP	2	NA	NA	NA	NA	NA	NA
15	18205	DURG NTV EXP	MKP	NTV	1	NA	NA	NA	NA	NA	NA
16	18206	DURG NTV EXP	NTV	MKP	1	NA	NA	NA	NA	NA	NA

KU-Kitchen Unit

NA-Not Applicable

Note: 1. Please note that the above list is not exhaustive but only indicative.

2. In case of mandatory pickup of lunch and dinner, the details of pickup points and no. of meals to be picked up have been indicated in Annexure A above.

3. Licensee may identify units in Railway premises for picking up Breakfast and other items, other than lunch and dinner, and submit details to Zones.

4. Wherever, IRCTC is not in position to unbundle Lunch/Dinner, licensee may pickup from any other unit in Railway premises and give details to Zones.

SECTION-WISE NOMINATED KITCHENS

SN	Section	Nominated units for supply of std meals in unbundling model
1	MB-GD-GKP-NTV SECTION OF NR & NER	NA

MENU OF STANDARD ITEMS FOR MAIL/EXPRESS TRAINS

Standard Menu (Breakfast)			
Veg Breakfast (Cutlet)			
SN	Ingredients	Quantity	
		No.	Wt.
1	Bread Slice	2 Nos.	50 gms.
2	Vegetable Cutlet	2 Nos.	100 gms.
3	Butter in Blister Pack		Min 8 gms.
4	Tomato Ketchup in Sachets	1	Min 12 gms.
5	Casserole	1	
6	Napkin	1	
7	Disposable Spoon	1	
Standard Menu (Breakfast)			
Veg Breakfast (Idli & Vada)			
SN	Ingredients	Quantity	
		No.	Wt.
1	Idli	2 Nos.	100 gms.
2	Vada	2 Nos.	60 gms.
3	Chutney in Disposable Cup		50 gms.
4	Casserole	1	
5	Napkin	1	
6	Disposable Spoon	1	
Standard Menu (Breakfast)			
Veg Breakfast (Upma & Vada)			
SN	Ingredients	Quantity	
		No.	Wt.
1	Upma		100 gms.
2	Vada	2 Nos.	60 gms.
3	Chutney in Disposable Cup		50 gms.
4	Casserole	1	
5	Napkin	1	
6	Disposable Spoon	1	
Standard Menu (Breakfast)			
Veg Breakfast (Pongal & Vada)			
SN	Ingredients	Quantity	
		No.	Wt.
1	Pongal		100 gms.
2	Vada	2 Nos.	60 gms.
3	Chutney in Disposable Cup		50 gms.
4	Casserole	1	
5	Napkin	1	
6	Disposable Spoon	1	

Standard Menu (Breakfast)			
Non-Veg Breakfast (Egg Omelette)			
SN	Ingredients	Quantity	
		No.	Wt.
1	Bread Slice	2 Nos.	50 gms.
2	Omelette/Boiled Eggs	2 Eggs	90 gms.
3	Butter in Blister Pack		Min 8 gms.
4	Tomato Ketchup in Sachets	1	Min 12 gms.
5	Salt Sachets	1	01 gm.
6	Pepper Sachets	1	0.5 gm.
7	Casserole	1	
8	Napkin	1	
9	Disposable Spoon	1	
Standard Menu (Lunch/Dinner)			
Veg Meal (Standard Casserole)			
SN	Ingredients	Quantity	
		No.	Wt.
1	Rice Plain	1	150 gms.
2	2 Parathas/4 Chapatis in wrappers		100 gms.
3	Dal/Sambhar (Thick)	1	150 gms.
4	Mix Veg (Seasonal)	1	100 gms.
5	Curd	1	Min 80 gms.
6	Pickle in Sachet	1	Min 12 gms.
7	Casserole	3	
8	Napkin	1	
9	Disposable Spoon	1	
Standard Menu (Lunch/Dinner)			
Non-Veg Meal Standard Casserole(Egg Curry With Rice)			
SN	Ingredients	Quantity	
		No.	Wt.
1	Rice Plain	1	150 gms.
2	2 Parathas/4 Chapatis in wrappers		100 gms.
3	Dal/Sambhar (Thick)	1	150 gms.
4	Two Eggs Curry		150 gms.
5	Curd	1	Min 80 gms.
6	Pickle in Sachet	1	Min 12 gms.
7	Casserole	3	
8	Napkin	1	
9	Disposable Spoon	1	

Standard Menu (Lunch/Dinner)			
Non-Veg Meal Standard Casserole(Chicken Curry With Rice)			

SN	Ingredients	Quantity	
		No.	Wt.
1	Rice Plain	1	150 gms.
2	2 Parathas/4 Chapatis in wrappers		100 gms.
3	Dal/Sambhar (Thick)	1	150 gms.
4	Chicken Curry (60gms. Boneless chicken & gravy 90 gms.)		150 gms.
5	Curd	1	Min 80 gms.
6	Pickle in Sachet	1	Min 12 gms.
7	Casserole	3	
8	Napkin	1	
9	Disposable Spoon	1	

Standard Menu

Veg Biryani

SN	Ingredients	Quantity	
		No.	Wt.
1	Veg. Biryani (including 70gms Vegetables) Packed in casserole		350 gm.
2	Salan/Branded Packed Curd		Salan 100 gm/ Branded Packed Curd Min. 80 gm.
3	Pickle in Sachet	1	12 gm.
4	Casserole	1	
5	Napkin	1	
6	Bio-Degradable Spoon	1	
7	Sanitizer	1	1ml

Standard Menu

Non-Veg Biryani (Egg)

SN	Ingredients	Quantity	
		No.	Wt.
1	Biryani (including 2 Eggs) packed in casserole		350 gm.
2	Salan/Branded Packed Curd		Salan 100 gm/ Branded Packed Curd Min. 80 gm.
3	Pickle in Sachet	1	Min 12 gm.
4	Casserole	1	
5	Napkin	1	
6	Bio-Degradable Spoon	1	
7	Sanitizer	1	1ml

Standard Menu

Non-Veg Biryani (Chicken)

SN	Ingredients	Quantity	
		No.	Wt.
1	Biryani (including 70 gms boneless chicken) packed in casserole		350 gm.
2	Salan/Branded Packed Curd		Salan 100 gm/

			Branded Packed Curd Min. 80 gm.
3	Pickle in Sachet	1	Min 12 gm.
4	Casserole	1	
5	Napkin	1	
6	Bio-Degradable Spoon	1	
7	Sanitizer	1	1ml

Note:- (i) Food packets should have stickers indicating all details.

(ii) Tray Mats should be provided as per requirements.

(Menu, Quantity and Rates for Standard Meals)

TARIFF FOR STANDARD MEALS, BREAKFAST TEA/COFFEE ETC.

<u>S.No</u>	<u>ITEM</u>	<u>TARIFF (Inclusive of applicable Taxes)</u>
		(In Rs.)
1.	Standard tea (150 ml) in disposable cup	5-00
2.	Tea with tea bag (150 ml) in disposable cup	10-00
3.	Coffee using instant coffee powder (150 ml) in disposable cup	10-00
6.	Rail Neer/ Packaged Drinking water 500 ML bottle (chilled)	10-00
7.	Rail Neer/ Packaged Drinking water 1 litre bottle (chilled)	15-00
8.	Janata Khana	20-00
Standard Breakfast		
8.	Vegetarian	40/-
9.	Non-vegetarian	50/-
Casserole Meals		
10.	Standard Vegetarian	80-00
11.	Standard non-Vegetarian (With Egg Curry)	90-00
12.	Standard non-Vegetarian (With Chicken Curry)	130.00
13.	Veg biryani	80-00
14.	Egg biryani	90-00
15.	Chicken biryani	110-00

DETAILS OF MENU

<u>S. No</u>	<u>Item</u>	<u>Details of Menu</u>
1.	Standard tea (150 ml)	Paper Cups used should be of 170 ml capacity
2.	Tea with tea bag (150 ml)	Paper Cups used should be of 170 ml capacity
3.	Coffee with instant coffee powder (150 ml)	Paper Cups used should be of 170 ml capacity
6.	Janata Meal (in quality disposable card board boxes) (a) Poories - 7 nos (b) Allu dry curry (c) Pickle sachet	175 gms 150 gms 15 gms

TRANSFER RATES FOR STANDARD MEALS

SN	MEAL SERVICE	Transfer Rate Rs.(Inclusive of applicable taxes)
1	Standard Meal Veg	60/-
2	Standard Meal NVeg with Egg curry	68/-
3	Standard Meal NVeg with Chicken curry	98/-
4	Veg Biryani	60/-
5	Egg Biryani	68/-
6	Chicken Biryani	83/-

A-la-Carte Items			
SN	Item	Particulars	Rate in Rs (inclusive of GST)
1	Samosa	Samosa- 2X50 gms Tomato Sauce Sachet- 10-15gms Packed in butter paper envelop	20.00
2	Kachori	Kachori- 2X50 gms Tomato Sauce Sachet- 10-15gms Packed in butter paper envelop	20.00
3	Aloo Bonda	Aloo Bonda- 2X50 gms Tomato Sauce Sachet- 10-15gms Packed in butter paper envelop	20.00
4	Mix Veg Pakoda	Mix Veg Pakoda- 100 gms Tomato Sauce Sachet- 10-15gms Packed in butter paper envelop	20.00
5	Plain Milk	Packed Milk of approved brand -200 ml Sugar Sachet- 5 gms Milk may be served cold, room temperature or hot as desired by the passenger	20.00
6	Stuffed Bread Pakoda	Stuffed Bread Pakoda- 100 gms Tomato Sauce Sachet- 10-15gms Packed in butter paper envelop	30.00
7	Masala/Medu Vada	Vada- 2 X 50 gms Coconut Chutney -15 gms Packed in butter paper envelop	30.00

Snack Meals @ Rs. 50/-			
SN	Item	Particulars	Rate in Rs (inclusive of GST)
1	Assortment of South Indian Rices Casserole- 350 gm	Curd Rice- 100 gm+ Sambhar Rice- 100 gm+ Lemon Rice- 150 gm+ Pickle sachet/ blister pack- 10-15 gm Packed in Casserole, with Spoon, tissue paper, sanitizer (1ml sachet)	50.00
2	Rajma / Chole Chawal Casserole- 350 gm	Rice- 200 gm Rajma/ Chole- 150 gm Pickle sachet/ blister pack- 10-15 gm Packed in Casserole, with Spoon, tissue paper, sanitizer (1ml sachet)	50.00
3	Khichdi/ Pongal- 350 gm	Khichdi/ Pongal- 300 gm Chokha/ Bhajee/ sambhar- 50 gm Pickle sachet/ blister pack- 10-15 gm Packed in Casserole, with Spoon, tissue paper, sanitizer (1ml sachet)	50.00
4	Kulche/ Bhature Chole- 350 gm	Kulcha-3 / Bhatura- 2 -150 gms Choley- 200gm Pickle- 10-15 gm Packed in Casserole, with Spoon, tissue paper, sanitizer (1ml sachet)	50.00
5	Pao Bhaji -350 gm	Pao- 3 X 50 gms= 150 gms Bhaji- 200 gms Butter- 8- 10 gm blister/ chiplet Pickle- 10-15 gm Packed in Casserole, with Spoon, tissue paper, sanitizer (1ml sachet)	50.00
6	Masala Dosa- 350 gm	Masala Dosa- 200 gm Sambhar- 150 gms Packed in Casserole, with Spoon, tissue paper, sanitizer (1ml sachet)	50.00

**FOR LATEST LIST OF APPROVED BRANDS OF PAD
ITEMS KINDLY VISIT WWW.IRCTC.COM**

On board catering staff uniform for TSV

Sr. No.	Staff Category	Type of Uniform	Uniforms Item specification	Quantity
1.	TSV Vendor	Shirt (Kurti type)	Colour – Light Green with Blue matching, Fabrication – PV Polyester 65% viscous 35% , IRCTC embroidery on Collar, Plastic white button. IRCTC Logo on front & back side.	02
		Blue Trouser	PV Mat finish Polyester 65%, Viscose 35%, 2 side pockets, 2 hip pockets.	02
		Name plate & smile badge	Plastic fibre based , white base colour and name embroidered in black colour	
		Blue/White chek Apron	Cotton fabric matt finish with IRCTC logo on front side. (With 1 front Pocket & 2 side pockets)	02
		Navy Blue Caps	T-Cap blue colour, Cotton fabric, IRCTC Logo embroidered on front side.	02
		Sky blue napkin	100% cotton, woven fabric, sky blue colour	02
		Navy Blue socks	Cotton-poly fabric	02
		Black shoes	Plain Black shoes.	02

Penal Provisions for passengers' complaints

Complaints received will be divided in 6 levels based on their severity:-

Level of Complaint	Type of Complaint	Fine/Penalty for first occurrence
Level I	<ul style="list-style-type: none"> • Cold food served • Poor presentation of food in tray, leaking of casseroles etc. • In appropriate service (such as- not placing food trays properly in front of passengers) 	Rs 2000
Level II	<ul style="list-style-type: none"> • Personal Hygiene of Waiter is bad such as torn and unwashed uniforms, untrimmed nails, non wearing of cap / apron/shoes/ name badge etc. 	Rs 5000
Level III	<ul style="list-style-type: none"> • Hair found in food • Less weight of food • Talking in harsh tone with Passenger 	Rs 10000
Level IV	<ul style="list-style-type: none"> • Not providing prescribed menu items • Foreign inert particles such as wood, metal, plastic etc found in food • Stale food served • Complaints of sickness due to food 	Rs 15000
Level V	<ul style="list-style-type: none"> • Insect found in food such as flies / worms/ cockroaches/ ants etc • Use of Abusive language with the Passenger 	Rs 20000 Second occurrence within 3 months - Rs 50000
Level VI	<ul style="list-style-type: none"> • Man Handling the Passenger • Lizard, mouse etc found in food • Hospitalization of passengers attributable to food poisoning 	Minimum Rs 50000 Maximum Cancellation of License

Note:-

1. IRCTC will assign the level for any other complaint received but not defined above. No representation on level assigned by IRCTC will be entertained.
2. In case of receipt of certain level of complaint again within 3 months in same train, the fine of next higher level will be levied.
3. 3rd Occurrence of level V complaints within 3 months will be treated in accordance with level VI complaints
4. Repetitive complaints/ deficiencies regarding services under the contract shall attract severe action, including termination of contract, without notice.

Agreement towards Waiver under Section 12(5) and Section 31-A (5) of Arbitration and Conciliation (Amendment) Act

I/we.....(Name of agency/contractor) with reference to agreement dated.....raise disputes as to the construction and operation of this contract, and demand arbitration in respect of following claims:

Brief of claim:

Claim 1- Detailed at Annexure-

Claim 2- Detailed at Annexure-

Claim 3- Detailed at Annexure-

I/we..... do agree to waive of applicability of Section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant..... Signature of Respondent.....

I/we.....(Name of Claimant) with reference to agreement dated..... hereby waive of applicability of subsection 31A (2) to 31A (4) of Arbitration and Conciliation (Amendment) Act. We further agree that cost of arbitration will be shared by the parties in terms of Arbitration clause of the agreement.

Signature of Claimant..... Signature of Respondent.....

GENERAL CONDITIONS OF LICENSE

1. DEFINITIONS

1.1	IRCTC	Shall mean 'Indian Railway Catering and Tourism Corporation Ltd.', a Government Company incorporated under Companies Act 1956.
1.2	License fee	License Fee means the quoted amount, over minimum license fee, to be paid annually in advance by successful bidder for the license granted in accordance with the terms and conditions set forth. Licensee shall be responsible for any and all taxes.
1.3	Party	Shall mean either the IRCTC or the Licensee.
1.4	Day	Shall mean a calendar day.
1.5	Force Majeure	Shall mean an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the License; which, having arisen, such Party could not reasonably have avoided or overcome; one which is not substantially attributable to the other Party.
1.6	Interpretation	Words importing persons or parties shall include firms and organizations.
1.7	Priority of Documents	The documents forming the License are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found, the IRCTC shall issue necessary clarifications to the Licensee.
1.8	Jurisdiction	The award of License will be governed by the Jurisdiction of Courts situated in the state of Delhi only.
1.9	Meals	The term meals include Breakfast, Lunch, Evening Snacks and Dinner as per the prescribed Menu
2.0	TSV services	A large number of trains do not have pantry cars or mini pantries attached to them. From the static units of important station/stations, food is supplied to the train during meal time through vendors who travel on the trains and take orders.

2. CONDITIONS GOVERNING THE PERFORMANCE OF THE LICENSE

2.1	Execution of agreement	The successful Bidder shall be required to execute an agreement on non-judicial stamp paper of Rs.100/- at his cost before start of work. Till then the letter of award, Letter of acceptance and the tender document of temporary license shall form the binding agreement between IRCTC and the Licensee.
2.2	Liability of IRCTC	The IRCTC will not be liable for any liability arising under the labour laws or any other law of the land, incurred by the Licensee.
2.3	Entitlement of compensation	In case the Licensee suffers any loss on account of his being restrained by the IRCTC or any competent authority for indulging in illegal activities or any contravention of any law, he shall not be entitled to any compensation whatsoever.
2.4	Indemnification by Licensee	The Licensee will indemnify the IRCTC/Railway administration for any loss or damage caused by Licensee because of his fault or default.
2.5	Verbal or written arrangements other than the agreement	Except as here by otherwise provided any verbal or written arrangements abandoning varying or supplementing this agreement or any of the terms hereof shall be deemed conditional and shall not be binding on the IRCTC unless until the same is endorsed on the agreement or incorporated in a formal instrument and signed by the party(s).
2.6	Unsatisfactory services etc.	In the event of unsatisfactory service, poor quality of articles, persistent complaints from passengers, and services below the standard or any

		failure or default at any time on the part of the Licensee to carry out the terms and provisions of this document to the satisfaction of the IRCTC (who will be sole judge and whose decision shall be final) it shall be optional to the IRCTC to make any substitute arrangement it may deem necessary at the cost and risk of the Licensee or to forthwith terminate the licence without any previous notice to the Licensee and in case of such termination the Security Deposit be forfeited by the IRCTC and the Licensee shall have no claim whatsoever against IRCTC or any of the officials in consequence of such termination of the licence. No refund of proportionate License Fee shall be admissible in case of Termination under this clause. The Licensee agrees to make good all cost and expenses, if any incurred by the IRCTC for making the substitute arrangements referred to above. The License may also be debarred from participating in the future projects of IRCTC for a period of three year .
2.7	Consequence to the death / severance of any partner/s (in case of partnership firm)	If the Licensee is a partnership firm and in case there is permissible clause in the constitution of the firm that the firm shall not be dissolved by reason of the death of one partner or the severance of any partner from the business of the firm and in case the performance of the Licensee is entirely satisfactory according to the assessment of the licensor then in such an event the licensor at its discretion may allow the Licensee to continue under this temporary licence.
2.8	Liability for provision of Consumer Protection Act.	The Licensee accepts liability, civil and criminal for compensation/damages in accordance with provision of Consumer Protection Act or any statutory modification of the Act or any other law for the time being in force for action occasioned by negligence, deficiency of service, imperfect or improper performance by the Licensee, his workmen, servants and agents. The Licensee shall indemnify the licensor and railway administration from and against all payments made under the provision of the said Act or law including all costs. Any money which may become payable by the Licensor as aforesaid shall be deemed to be money payable to the licensor by the Licensee and in case of failure by the Licensee to repay the licensor any money paid by it as aforesaid within seven days after the same have been demanded by the licensor shall be entitled to recover the same from the Security Deposit or from any money due by the licensor to the Licensee.
2.9	Notice to the Licensee	Any notice to be served on Licensee's shall be deemed to be sufficiently served if delivered at or sent by registered post/courier addressed to the Licensee at their registered office or last known place of business. Any notice to be served by the Licensee on the licensor shall be deemed to be sufficiently served if, delivered at the office/ sent by registered post/courier addressed to the GGM, Indian Railway Catering and Tourism Corporation at its Zonal Office at Delhi.
2.10	Notices on behalf of IRCTC	Subject to as otherwise provided in this agreement, all notices to be given on behalf of licensor and all other actions to be taken by the licensor may be given or taken on behalf of the licensor by the Director/Group General Manager/Joint General Manager or any other officer for the time being entrusted with such functions, duties and powers by the licensor.
2.11	Notice by Courier/ Registered AD	Any notice in terms of this License by either Party will be given at the address stated herein above by Courier/Registered AD Post / e-mail unless a different address has been intimated in writing against receipt. Upon the receipt of any other notice order, direction or any other communication from any competent authority (including notices, affecting the rates, taxes or other outgoings) in respect of provision of on board catering services in trains payable in whole or in part by one Party hereto, the other Party shall

		immediately deliver a copy of the necessary document, to that Party.
2.12	Dealing with Licensee Only	IRCTC will enter into an agreement only with the Licensee who will be responsible for fulfillment of all License conditions with IRCTC.

3. EVENTS OF DEFAULT

3.1	Termination of License on other events of default	The licensor shall also be entitled at any time forthwith to terminate the License without notice in any of the following events, that is to say (a) in the event of the Licensee being convicted by a court of law under the provisions of criminal procedure code or any other law (b) in the event of the Licensee being a proprietor or, if a firm, any partner in the Licensee firm being at any time be adjudged insolvent or a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any insolvency Act for the time being in force or make any conveyance or assignment of his interest or enter into any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under the partnership Act or, in the event of Licensee being a company, if the company shall pass any resolution to be wound up either compulsorily or voluntarily (c) Repudiation of agreement by Licensee or otherwise evidence of intention not to be bound by the agreement. (d) Failure to adhere to any of the due dates of payment specified in the terms and conditions. Immediately on the determination of this agreement the Licensee shall peacefully vacate the premises and hand over to the licensor/railway administration all articles in the custody or possession of the Licensee and shall remove all his stores and effects from the said premises. In default the licensor shall be entitled to enter and take possession of the said premises/ and to lock up the same or remove the furniture or other articles of the Licensee that may be lying there and to dispose of the same by sale or otherwise without being liable, for any damage, and all expenses incurred in connection therewith, shall be deducted by the licensor from the Security Deposit or pending or any pending bills payable to the Licensee for any contract
3.2	Failure to provide any record to IRCTC	IRCTC at their discretion may call for any record to satisfy them regarding operation of the License and Licensee will provide every help failing which it may amount to breach of condition of the Licensee.
3.3	Communication/ Information required by IRCTC	All the Communication/Information received/required by IRCTC must be furnished by the contractor/licensee within 15 days, failing which suitable penalty including termination of contract /license can be done at the discretion of IRCTC.

4. ARBITRATION

4.1	<p>a. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.</p> <p>b. The parties hereto further agree to waive off the applicability of sub-section 12 (5) of Arbitration and Conciliation (Amendment) Act 2015 and will submit demand in writing that the dispute/differences be referred to arbitration along with format annexed hereto as Annexure-I. The demand for arbitration shall specified the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.</p> <p>c. Only such dispute or differences, in respect of which the demand has been made, together with counter claims of setoff given by IRCTC shall be referred to arbitration</p>	
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	<p>and other matters shall not included in the reference.</p> <p>In the event of demand made as mention herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be referred to Sole Arbitrator from the panel of Arbitrators appointed by Chairman and Managing Director of IRCTC. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion subject to determination by the Arbitration tribunal.</p>
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5.OTHER CONDITIONS

5.1	Advertisement/ Publicity/ Sponsorship	The Licensee will not engage in or permit any advertisement/publicity/sponsorship of any brand or product, directly or indirectly, without prior approval of IRCTC.
5.2	Payment of taxes/dues	The Licensee will be liable for payment of all taxes/duties Goods & Goods & Service tax {GST} and other liabilities in respect of the business.
5.3	Liability for compensation/ damages	The Licensee shall accept liability for compensation/damages under the Consumer Protection Act or any other law in respect of performance of the services or in respect of any negligence, act/omission of the Licensee, his workmen, servants and agents.
5.4	Assignment of License	Licensee shall not, sublet or assign the License or any part thereof, or any benefit or interest therein or there under. In case of any such incident reported and established, the contract shall be terminated without any notice and the licensee fee and SD shall be forfeited along with debarment of the licensee for a period of three years,
5.5	Compliance of instructions	The Licensee shall comply with any other instructions issued by IRCTC from time to time within a reasonable time, as may be necessary to ensure better services.
5.6	Ban on sale of products	The following items shall not be sold in the trains, namely – tobacco products, wine, beer or any other alcoholic drinks or any other item prohibited by Law. Beef and Pork shall not be used in any form in any food items.
5.7	General	<p>The licensor reserves the right to amend any of the clauses of the agreement and also to add fresh clauses from time to time. The rider agreement in this regard shall be executed between the parties within 15 days of the amendment / changes.</p> <p>Further, IRCTC reserves the right to extend or reduce the time stipulated in any clause in the tender /license conditions herein above, in order to meet operational exigencies etc. The decision of the Director of IRCTC in this regard shall be final.</p>

6. FORCE MAJEURE

6.1	<p>In the event of any unforeseen event directly interfering with the operation of License arising during the currency of the license agreement; such as but not limited to war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, acts of God, sabotage or other act beyond the reasonable control of a party; the Licensee shall, within a week from the commencement thereof, notify the same in writing to the Licensor with reasonable evidence thereof. The Services shall be restored as expeditiously as possible or, as the case may be, the impediment to accessibility shall be removed as expeditiously as possible. If the Said Property cannot be rendered fit for occupation and use for more than thirty days, the Licensee shall not pay License Fee for such period till the said property becomes accessible and operational following cessation of force majeure event mentioned above. The period of license will be further extended for the period during which License was not operational.</p>
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1. OBLIGATION AND RIGHTS OF THE IRCTC

1.1	Liaison with zonal railways	IRCTC may assist the licensee for all purposes regarding maintenance and other operational matters, with Railways, on the basis of provisions, request and documents received from the licensee.
1.2	Provision of equipments & its maintenance	Licensee will ensure day-to-day upkeep and cleanliness of any other equipment used for service in trains and transshipment in stations.
1.3	Issue of medical and travelling authority	IRCTC will advise Railway administration to issue medical certificate and traveling authority to on-board staff of the Licensee. However, it will be the sole responsibility of the licensee to approach and coordinate with the concerned authority for completing the required formalities and procedures and payment of prescribed dues.
1.4	Inspection by IRCTC	IRCTC will inspect/check the services for reviewing its standards, quality and variety of food items, standards for maintenance of cooking areas and washing areas, disposal systems etc. of the Licensee including their base kitchens, etc. at any time and may authorize any person or agency for this purpose to access the performance of Licensee. In case of unsatisfactory performance or complaint of any nature, IRCTC will be competent to initiate suitable action against the Licensee including termination of the License as per the terms and conditions of the agreement.
1.5	Customers' feed back	IRCTC may take independent users' feed back to know the level of passenger satisfaction.