



**E-TENDER**  
**Refreshment Room**

CIN No. L74899DL1999GOI101707

Website: [www.irctc.com](http://www.irctc.com) Email id: [info@irctc.com](mailto:info@irctc.com)

**OPEN E-TENDER CUM AUCTION BID DOCUMENT FOR OPERATION, MAINTENANCE AND PROVISION OF CATERING SERVICES IN/THROUGH REFRESHMENT ROOMS (KITCHEN UNIT) FOR A PERIOD OF 5 YEARS**

S. No	Unit	Station	Railway
1	Refreshment Room	AKOLA	Central Railway
2		SHEGAON	
3		KURUDWADI	

Date of Pre-Bid Meeting : 15/01/2021 at 15:00 Hrs  
Last date and Time of Submission of bids : 29/01/2021 up to 15:00Hrs  
Date and Time of Opening of bids : 29/01/2021 at 15:30 Hrs  
Earnest Money deposit : Rs 2 lakhs



**OPEN E-Tender No. – IRCTC/WZ/E-Tendering/RR/2020/V**

**Group General Manager**

**Indian Railway Catering and Tourism Corporation Ltd.**

**2nd Floor New Admin. Building, D N Road, CST Mumbai-400001**

**Tel No. 22618063/64 Fax: 22618066**

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## 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.

# **INDIAN RAILWAY CATERING AND TOURSIM CORPORATION LIMITED**

## **NOTICE INVITING E-TENDER**

**Sub: OPEN E-TENDER CUM AUCTION BID DOCUMENT FOR PROVISION OF CATERING SERVICES IN / THROUGH REFRESHMENT ROOMS IN RAILWAY STATIONS.**

**Indian Railway Catering and Tourism Corporation Ltd (IRCTC) invites bids through Open E-Tender for award of license for provision of catering services in / through Refreshment rooms at Railway stations as under.**

S. No	Station	Category of Station	Division	Railway
1	Akola	A	BSL	Central Railway
2	Shegaon	A	BSL	
3	Kurudwadi	A	SUR	

1. Period of the license - 5 Years.
2. **Bidders are required to deposit EMD of Rs 2 lakhs for each Refreshment Room 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 set of refreshment rooms, mentioned above.
5. The successful tenderer shall be intimated about the Award of Work and EMD of other unsuccessful tenderers shall be returned without any interest within one month from the date of award of license. No interest shall be payable on EMD. EMD of successful bidder will be refunded on submission of acceptance and payment of Security deposit.
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.

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 the IRCTC to ascertain the highest acceptable E-Tender on licensee fee quoted for the Refreshment rooms mentioned in the table Serial number wise separately in “Notice Inviting E –tender”.

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# **INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED**

*(A Government of India Enterprise)*

## **INSTRUCTIONS TO TENDERERS**

The Indian Railway Catering and Tourism Corporation Limited (IRCTC) proposes to obtain E- Tender Cum Auction for **PROVISION OF CATERING SERVICES IN / THROUGH REFRESHMENT ROOMS IN RAILWAY STATION.**

1. General:

Date & Time up to which offers will be submitted : **29/01/2021 by 15:00 Hrs.**  
Time for online Opening of 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 <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> only.
  - ii. This tender document is a comprehensive document for Three (03) Refreshment Rooms (Kitchen Unit). The bidders may participate in the tender for one or more units with this single tender document, by submitting their bids against each unit, as the case may be.
  - iii. EMD shall be paid through the e-tendering website [www.tenderwizard.com/IRCTC](http://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 that the **EMD of Rs 2 lakhs for each Refreshment Room 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.
  - iv. To participate in the E- Tender, it is mandatory for the bidders to register themselves free of cost, on the website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) 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.
  - v. **The applicant should upload complete set of documents in support of eligibility criteria.**
  - vi. Corrigendum/Addendum to this Tender, if any, will be published on website [www.irctc.com](http://www.irctc.com), [www.tenderwized.com/IRCTC](http://www.tenderwized.com/IRCTC). No newspaper press advertisement shall be issued for the same.
  - vii. For any difficulty in downloading & submission of tender document on website [www.tenderwized.com/IRCTC](http://www.tenderwized.com/IRCTC), please contact at **tenderwizard.com helpdesk no. 011-49424365 or cell no. 8800115628.**
  - viii. 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 conditions referred to in the tender documents. **It may please be noted that in case of deviation quoted by bidder, offer will be passed over without further correspondence/communication.**
- 2.0 The 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 as prescribed of the tenderer. Following documents are to be scanned and uploaded with:-

## Technical bid:-

- I. Form for Eligibility Criteria Annexure –I stamped dated and signed including Annexure IA, Annexure –IB , Annexure-IC , Annexure-ID and Annexure-IE
- II. The offer form - Technical Bid (Annexure -II) stamped, dated, and signed.
- III. All the details/relevant self attested complete set of documents as per Eligibility Criteria i.e. Balance sheets and Profit & loss account of three completed Financial years viz 2016-17, 2017-18 & 2018-19 duly audited by Statutory auditors and currently valid FSSAI licenses for two units.

All the documents, in support of Technical Bid should be self attested, stamped, scanned and uploaded.

**Please note:- Uploading of above documents means that the bidder has accepted all the terms and conditions mentioned in the tender document/corrigendum & as such, at this stage, there is no need to upload tender documents and corrigendum along with bid except as prescribed herein.**

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

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 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 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 offers by requesting for such information from any or all the tenderers, in writing, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened.

**4.0 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, West Zone Office/ CSMT.
- 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 IRCTC to ascertain the highest acceptable E-Tender on licensee fee quoted for respective Refreshment Room (Kitchens units).

## **5.0 Rates**

- 5.1** The bidders are required to quote a single license fee without GST. The GST applicable will have to be paid extra by the successful bidder.
- 5.2** The license fee finalized against this E-Tender shall be valid for a period mentioned in Contract.
- 5.3** IRCTC reserves the right to extend the contract period beyond 5 years solely for operational reasons on the same rates, terms & conditions.
- 5.4** 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:
- One that limits in any substantial way the scope, quality, or performance of the product/material/stores.
  - One that limits, in any substantial way that is inconsistent with the Tender documents, IRCTC rights or the successful bidders' obligations under the contract; and
  - 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](http://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 With drawal 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 such bidder will be forfeited.**

**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, EMD shall be forfeited along with debarment of bidder 2 year from participation in any future tenders of IRCTC.**

## **10.0 Discrepancies:**

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

1. Railway latest Catering Policy as applicable from time to time.
2. Articles of agreement
3. General Conditions of Contract
4. Instructions to the Tenderers
5. Financial bid
6. Technical bid

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## **INSTRUCTIONS FOR E-TENDER CUM AUCTION**

E- Auction event may be carried out among the Technically qualified bidders, for providing opportunity to the Bidders to quote price dynamically for the work, for which tender is floated.

### **Parameters for E- Auction\***

Estimated Cost/Entry Start Price/Reserve price for e- Auction	H1 Price of the financial bid of the Technically qualified bidders*
Lowest Increment Value	To be decided/declared by IRCTC (user department) if any
Minimum Bid-Increment	----- (Value in Currency) to be decided by user department
Maximum Bid –Increment	----- Decided by IRCTC
Major Break-up of elements	To be given by user department
Eligible Bidders to participate in e- Auction	All technically qualified bidders have to give declaration (sample proforma to be decided by user department)
Start date & time of e- Auction	-----at-----hrs
Duration of e- Auction	02hrs
Automatic Extension of “ Auction closing time” if the last bid received within a pre-defined time duration before the “ Auction closing time”	Yes
Pre-defined Time duration (as mentioned above)	05 minutes
Time duration of automatic extension	10 minutes
Maximum number of auto extension	06 auto extensions
Criteria of Bid-Acceptance	‘Beat on starting last quoted price’, as well as, ‘Beat on Rank-1 Bid value’
Display of Highest Bid (H1)	Yes (to all Bidders)

IRCTC reserves the right to reject any or all the tenders without assigning any reason thereof.

### **\*Note:**

i). After evaluation of bids i.e. technical and opening financial bid, IRCTC will decide whether to conduct e- Auction or re-sort through normal e-Tender without e-auction. For Auction intimation would be sent by IRCTC to bidders in advance and bidders need not come to IRCTC office for e- Auction.

ii) In case number of technically qualified bidders are three or more the e- auction will be conducted. In case the number of technically qualified bidders is upto two, tender will be decided based on initial price offer(s). The highest total price quoted by technically qualified bidders in the financial bid, will be the opening price for e- auction. In case there are 3 to 6 technically qualified tenderers, three highest tenderers will be called for auction. In case there are more than six technically qualified tenderers, 50 % of technically qualified vendors (rounded off to next higher integer) will be called for Auction. In this case the bids disallowed from participating in the Auction shall be the lowest bidder(s) in the tabulation of initial price offer. In case the lowest bidders quote the same rate, the initial price offer received last shall be removed first on the principal of last in first out.



## **PROCESS OF E- AUCTION**

- i) All the Bids received shall be opened on the date and time mentioned above in the tender notice. Financial bid opening of the qualified bidders shall be informed on subsequent date, which will be notified to such bidders. The sequence of opening shall be:
  - a) Earnest Money Deposit (EMD)
  - b) Technical Bid
  - c) Financial Bid
  - d) e- Auction
- ii) For the proposed e- auction, only technically qualified Bidders having a valid digital certificate alone shall be eligible to participate.
- iii) Business rules like event date, time, start price, bid increment, extensions, etc. will be communicated for compliance by the Bidder through IRCTC e-Procurement portal i.e. [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC).
- iv) The Service Provider will provide all necessary guidance before commencement of online bidding on Internet. Bidder if required can avail the guidance of service provider (tenderwizard.com helpdesk no 011-49424365 or cell no 09599653865) to get acquainted with the system.
- v) E- auction will be conducted on scheduled date & time.
- vi) Start price for the e- Auction will be notified by IRCTC (i.e. H1 the highest price of financial bid of the technically qualified bidders).
- vii) All the bids made from the log-in ID given to bidder will be deemed to have been made by the Bidder to whom log-in ID and password were assigned by the service provider / auctioneer.
- viii) Any bid once made through registered Log-in ID / password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to execute the work as per the bid price of e- Auction.
- ix) Every successive bid by the Bidder being incremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- x) IRCTC shall conduct the e- auction in such a way that two different bidders cannot bid identical price as after accepting first bid, the system will not accept second bid of the same price. In other words, there shall never be a "Tie" in bids through on line e- auction.
- xi) At the end of e- auction event, the highest Bid value will be known on the network.
- xii) The e- auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
- xiii) In case IRCTC decides not to go for e- auction procedure for this tender enquiry, the financial bids already submitted and opened, shall be evaluated as per standard practice of IRCTC.
- xiv) IRCTC's decision on award of Contract shall be final and binding on all the Bidders.

## Terms & conditions of e- Auction

IRCTC may conduct e-Auction among the technically Qualified bidders for providing opportunity to the Bidders to quote the price dynamically for the work, for which tender is floated.

### A. Salient features of e- Auction:

- i) Bidders who are technically qualified in terms of the relative Terms & Conditions of the tender and accept all the Terms & conditions of e-Auction, can only participate in e- Auction related to the work for which tender is floated.
- ii) Bidders should ensure that they have valid digital certificate well in advance to participate in the e-Auction. IRCTC and / or Service Provider will not be responsible in case Bidder could not participate in e-Auction due to non-availability of valid digital certificate.
- iii) The bidder would be responsible for the validity of its registration on e-Tendering Portal i.e. [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC).
- iv) The date & time of commencement of e- Auction and its duration of time shall be communicated to the eligible Bidders at least **07 days** prior to the e- Auction date through tenderwizard portal / e-mail / fax.
- v) IRCTC reserves the right to postpone/change/cancel the e-Auction event even after its communication to Bidders without thereof assigning any reasons.
- vi) E- Auction will normally be for a period of two hours. If a Bidder places a bid price in last 05 minutes of closing of the e- auction, the auction period shall get extended automatically for another 10 minutes. Maximum 6 extensions each of 10 minutes will be allowed after auction period of 02 hours. In case there is no bid price in the last 5 minutes of closing of e- Auction, the auction shall get closed automatically without any extension.
- vii) The time period of e- auction and maximum number of its extensions and time are subject to change and will be conveyed to eligible bidders 3-5 days before the start of the Auction event through tenderwizard portal/e-mail.
- viii) During e- Auction, if no bid is received within the specified time, IRCTC, at its discretion, may decide to revise start price/scrap the e- auction process/extend the date of e- auction/proceed with already opened financial bids.

### B. Bidding Currency: Bidding will be conducted in Indian Rupees (INR).

### C. Start Price:

- i) The Highest total price (as per the evaluation criteria defined in the bidding Document) quoted by technically qualified Bidders in the financial bid opened before e-auction, will be the opening price for e- auction.
- ii) The start price of an item in online auction is open to all the technically qualified bidders who have been called to participate in e- Auction. Bidders are required to start bidding after announcement of Start Price and increment amount.
- iii) Any of the Technically qualified bidder (called for e- auction) can start bidding in the online auction from the start price itself.
- iv) Please note that the first online bid that comes in the system during the online auction is at least more than the auction's start price by one increment.

**D. Incremental Bid Value:**

- i) Bidder is required to quote their bid price only at a specified increment value.....(will be informed later on).
- ii) Bidder need not quote bid price at immediate next available higher level but it has to be higher than specified increment value.

**E. Web Portal and Access:**

- i) In order to ward-off contingent situation bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the e- auction successfully.
- ii) However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
- iii) Failure of power at the premises of vendors during the e- auction cannot be the cause for not participating in the e- auction.
- iv) On account of this, the time for the auction cannot be extended and IRCTC shall not be responsible for such eventualities.
- v) IRCTC and / or Service Provider will not have any liability to Bidders for any Interruption or delay in access to site of e- Auction irrespective of the cause.
- vi) Neither IRCTC nor service provider/auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

**F. Transparency in Bids:**

All bidders (Called for Auction) will be able to view during the auction time the current highest price on portal.

**G. Masking of Names:**

- i) Bidder (Called for Auction) will be able to view the following on their screen along with the necessary fields in e- Auction:
  - Opening Price
  - Leading / highest Bid Price in Auction (only total price)
- ii) Names of bidders/ vendors shall be anonymously masked in the e- Auction process and vendors will be given suitable dummy names.

**H. Finalization of the Successful Bidder:**

- i) IRCTC will evaluate and will decide upon the winner i.e. Successful Bidder. IRCTC's decision on award of Contract shall be final and binding on all the Bidders.
- ii) Successful Bidder is bound to execute the work at their final bid price of e- Auction. In case of back out or non-execution as per the rates quoted, IRCTC will take appropriate action against such Bidder and / or forfeit the Bid Security amount and debar him from participating in future for 2 years.
- iii) In case IRCTC decides not to go for e- Auction related to the work/procurement for which tender is floated, the financial bids already submitted and opened shall be evaluated as per IRCTC standard practice.

**I. Bidder's Obligation:**

- i) Bidder shall not himself or any of his representatives in price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If any such practice comes to the notice, IRCTC shall disqualify the vendor/bidders concerned from the e- auction process.
- ii) Bidder shall not divulge either his Bid details or any other details of IRCTC to any other party without written permission from IRCTC not involve himself or any of his representatives in Price

**J. Change in Terms & Conditions of e- Auction:-**

- i) Any change as may become emergent and based on the experience gained shall be made only by tender inviting authority of IRCTC.
- ii) IRCTC reserves the right to modify/withdraw any the Terms & conditions of e- Auction at any point of time.
- iii) Modifications of Terms & conditions of e- Auction, if any, will be communicated to technically qualified bidders.

**K. Errors and Omissions:**

On any issue or area of material concern respecting e- Auction not specifically dealt with in these rules, the decision of IRCTC shall be final and binding on all concerned.

**IMPORTANT NOTE:** In case of internet related problem at a bidder's end, especially during 'critical events' such as- a short period before bid-submission deadline, during online public tender opening event, during e- auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e- auction service-provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of IRCTC by the bidders in time then IRCTC will promptly reschedule the affected events(s).

## Annexure-I

### Eligibility Criteria

SN		Documents required to be scanned & uploaded	Details	Page nos.
			(To be filled by the bidder)	
	<b>Mandatory Criteria</b>			
1	Should not be debarred/blacklisted/banned by IRCTC or Railways or Ministry of Railways/ other CPSUs/ Govt. Dept.	Self Declaration <b>Annexure-IA.</b>  (No change in format /declaration is permissible)	Submitted/  Not Submitted	
2	The bidder should have at least <u>Two operational catering outlets</u> viz. restaurant, canteen, institutional kitchen, base kitchen etc. wherein production of meals in kitchens is being carried out either in Railways or outside Railway premises. <b>Note: FFUs controlled by Indian Railways/ IRCTC will not be considered.</b>	Copy of Currently valid Food License (FSSAI) for at least two units where production of meals in kitchens takes place are to be scanned and uploaded.  All valid contracts will be considered as operational.  FSSAI license may be renewed by applicants before participating in the tenders.  FSSAI renewal application will be considered as valid, as special relaxation under COVID – 19 situation.  Units whose tenure have expired and are allowed to operate by IRCTC on reduced license fee will not be considered as valid contract.	Submitted/  Not Submitted	
3	Minimum 5 (Five) years experience in the field of Catering/Hospitality in India	(For establishing that the firm is in catering business for the last five years, turnover of Financial Years (2014-15 , 2015-16, 2016-17, 2017-18 & 2018-19) given as per <b>Annexure IB</b> will be considered.		
4	Average Minimum Annual turnover <ul style="list-style-type: none"> <li>For A1 class stations: Rs. 1.00 crore.</li> <li>For A class stations: Rs. 75 Lakh.</li> <li>For other than A1&amp;A class stations: Rs. 50 Lakh.</li> </ul> The bidder should have Average Minimum Annual turnover as applicable mentioned above 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	Following documents shall be scanned and uploaded:- <ol style="list-style-type: none"> <li>1. Audited Balance sheet and profit &amp; loss account of the FY-2016-17, 2017-18 &amp; 2018-19 stamped dated and <b>signed</b>.</li> <li>2. Duly signed and stamped Certificate from Chartered Accountant (CA) (in the format of <b>Annexure IC</b>) that the turnover figures for FY 2016-17, 2017-18 &amp; 2018-19 <b>are reconciled</b> as per VAT/Service Tax/GST returns.</li> <li>3. The applicant shall <b>also</b> submit an affidavit showing the segment wise turnover as per <b>total amount</b> shown in GSTR 3B including the turnover <b>from Catering &amp;</b></li> </ol>		

	03 financial years should not be NIL. <b>Note:</b> <b>Trader/Stockiest/Distributors are not eligible.</b>	<b>Hospitality business and details of taxes paid in the format Annexure ID.</b>  <b>(No change in format /declaration is permissible)</b>		
<b>5</b>	Details of bidder	An <b>undertaking</b> on letterhead of firm providing details of Bidder in <b>Annexure IE</b> is to be scanned and uploaded.	Submitted/  Not Submitted	

**Please note: - There is no need to upload complete tender documents except as prescribed herein and corrigendum along with bid.**

- The data submitted by the successful bidder, in compliance of the above eligibility conditions shall be subject to verifications 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 Security deposit. 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.**

**Self Declaration**

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

1. 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 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 by IRCTC.

Signature of the bidder

Seal

Date

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



**Annexure-‘IB’**

**Certificate by Chartered Accountant  
(On the letter head of Chartered Accountant)**

This is to certify that Sales Turnover of M/s \_\_\_\_\_ for the previous Five (05) Financial years i.e. from catering business in India involving Production and Sale/Service of food items is as follows-

S. No	Financial Year	Turnover
01.	2014-15	
02	2015-16	
03	2016-17	
04	2017-18	
05	2018-19	

Signature of the chartered Accountant

Name of the Chartered Accountant

Name of the Firm

Seal

Membership No.

Date

**Annexure-‘IC’**

**Certificate by Chartered Accountant  
(On the letter head of Chartered Accountant)**

A) 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 **(FY 2016-17, 2017-18 & 2018-19)** in India. This turnover is from units which undertake production and sale/service of cooked food items. Further, the turnover mentioned below should not be from trading/ stockiest or distributorship.

(Sales of beverages such as soft drinks, packed items e.g. Chips, Biscuits’, Cake etc. will be considered as allied business along with main production and sale / service of food items.)

Turn over from Catering and Hospitality business (In INR)			
FY 2016-17	FY 2017-18	FY 2018-19	Average

Signature of the chartered Accountant

Name of the Chartered Accountant

Name of the Firm

Seal

Membership No.

Date

**( 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 segment wise turnover and tax deposited & duly reconciled with returns of Service Tax/VAT/GSTR3B on Pan India basis for the financial Year **2017-18 & 2018-19**.

S.N	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/Distributors business							
5	Turnover from Inter unit transfer							
6	Turnover from other business segment which is not included above							

Note: 1) If the bidder has opted for composite scheme, then the figure shall be provided as per turnover reported in submit GSTR4.

2) If the bidder has not reported turnover of cooked food and sale of PAD items separately in GSTR 3B he may submit the consolidated turnover figure in SN-1 in turnover reported in GSTR 3B Return column.

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 \_\_\_\_\_ (Place) on this day of -----2020/21

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

DEPONENT

  
 संयुक्त महाप्रबंधक (खान चान सेवाएँ)  
 आय.आर.सी.टी.सी. (परिचय क्षेत्र) मुंबई  
 Jt. General Manager (Catering Services)  
 IRCTC /West Zone,  
 Mumbai

**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
7	Complete Tender Document		Signed & stamped (Successful bidder only)

**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)

**1. My/Our quotation is as under: -**

SN	Refreshment Room	Minimum License fee per year Exclusive of GST (in Rs)	Quoted License fee per year Exclusive of GST	
			In Figures (Rs)	Rs. In Words
1	Akola	₹ 5,29,963/-		
2	Shegaon	₹ 3,26,281/-		
3	Kurudwadi	₹ 5,23,328/-		

**2. Note:**

- In case of any discrepancy quoted in figures and words, the offer mentioned in words will be considered as final and binding on the bidder.
- Quoted License fee for the first year shall be paid within 15 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 who has quoted the highest LF/E-auction for Refreshment Room 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 licensee establishments or get inspected 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.

**3. Declaration**

i. 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.

ii. 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.

iii. 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 catering services in subject kitchen unit 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.

iv. 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

  
आय.आर.सी.सी. (परिचय सेवाएँ)  
Jt. General Manager (Catering Services)  
IRCTC /West Zone,  
Mumbai

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, \_\_\_\_\_ in addition to other penalties specified under the terms of license.

- v. 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.
- vi. 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 02 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, maintenance and provision of catering services in refreshment rooms (kitchen unit).
- 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:

**Annexure –III**

**Details of Refreshment Rooms**

S. No	Railway	Division	Station	Category of Station	Platform	Location	Area approx.
1	CR	BSL	Akola (AK)	A	Platform No. 1	Near RPF Thana	95.236 Sq. Mtr
2	CR	BSL	Shegaon (SEG)	A	Platform No.1/2	Near Railway Waiting Room	70.56 Sq. Mtr
3	CR	SUR	Kurudwadi (KWV)	A	Platform No.1/2	Middle of Platform	187.90 Sq. Mtr

**Note:**

1. The existing unit/site will be handed over to the successful bidder only on takeover of the possession of space from the exiting contract/licensee if any.
2. The area indicated is as per the area given in the standard bid document of the Railway/Assignment deed. Minor variations could be there. However, the area presently in operation as handed over by the Railway shall be handed over to the successful bidder.



## A. GENERAL INFORMATION

### 1. References:

- 1.1 The Menu and Tariff for **Standard** Breakfast, Lunch /Dinner, Snack Meal, Janta khana- **Annexure-A**
- 1.2 The existing approved list of ‘**A la carte**’ items is placed at **Annexure-B**.
- 1.3 Specification of uniforms to be used by Refreshment Room staff is placed at **Annexure-C**.
- 1.4 Penalties for deficiencies noticed during inspections and Established complaints – **Annexure-D**.
- 1.5 Current transfer rates or supply of meals – **Annexure- E**.
- 1.6 Agreement towards Waiver under Section 12(5) and Section 31-A (5) of Arbitration and Conciliation (Amendment) Act at **Annexure-F**.
- 1.7 Format for Annual Performance **Assessment- G**.
- 1.8 Pre- Contract Integrity pact - **Annexure- H**.

## 2. GENERAL SCOPE OF WORK

2.1: Provision of Catering Services in Refreshment Room		
2.1.1	Provision of catering services in the Refreshment room.	The Licensee shall be responsible for providing catering services by sale / service of standard Menu, a – la carte items, Janata Khana as per the Menu and tariff advised by Railways/ IRCTC. Refreshment Room serves snacks and a-la-carte items, standard breakfast, standard meals/Thali Meals as authorized by the Railways/IRCTC. Computer Billing and accounting system should be set up by the licensee at his own cost. Sale of Janta Khana as per the Menu and tariff advised by Railway / IRCTC is mandatory. The existing standard Menu is at <b>Annexure A</b> , The existing approved list of a la carte items is at <b>Annexure B</b> .
2.1.2	Sale of items through take away counter/counters	The Refreshment Room may or may not have the provision of take away counters. Based on the availability of space Take away counters within the space earmarked for Refreshment Room, may be permitted by IRCTC. The packaging shall meet all prescribed requirements of <b>PLM (Packing, Labeling &amp; Marking)</b> viz., MRP, Date& time of packing, Name of the licensee, FSSAI no and any additional information as per statutory guidelines issued by Govt. Of India from time to time.
2.1.3	Prominent Display of Menu, Tariff, Licensee details, and other mandatory slogans.	Menu & tariff shall be displayed prominently and the Menu board shall indicate the details of licensee and contact nos. for complaints and feedback. The following cautions shall be displayed in bold near all the sales / service points. <b>“No Tips Please”, “ No Bill, Food is for Free” “Please pay as per Tariff “</b>
2.1.4	Other facilities in Refreshment Rooms	The Refreshment Room shall be air conditioned as far as possible and should have standing and seating arrangements. There shall be suitable seating arrangement for differently abled passengers also. Services shall be provided in the pattern of take away and / or self service food outlets. Modular counters should be constructed. Free filtered

		drinking water should be made available in Refreshment Room.
2.1.5	Sale of items through platform vending.	<p>The Platform Vending Permission may be permitted by Zonal Railway in terms of CC 52/2018. However, the maximum permissible no. of vendors station category wise is</p> <ul style="list-style-type: none"> <li>• For A1 Category: 8 vendors per shift</li> <li>• For A Category: 6 Vendors per shift</li> <li>• For B &amp; Below Category: 3 vendors per shift</li> </ul> <p>Once the permission is granted by Zonal Railways separate License fees shall be charged for such Platform vending. Accordingly, Bidders are advised not to factor the license fee attributable to platform vending while quoting their offer.</p> <p>ID cards will be issued by Railways. The items to be sold through platform vending shall be pre packed with prescribed requirements of PLM (Packing, Labeling &amp; Marking) viz., MRP, Date &amp; time of packing, Name of the licensee, FSSAI No. and any additional information as per the time to time instructions of IRCTC.</p>
2.1.6	Sale of Proprietary items of approved brands.	The licensee shall be allowed to sell approved brands of proprietary items viz., soft drinks, biscuits, Chips, Namkeens, chocolates etc..The sale of all such PAD items shall be strictly as per MRP in Refreshment room, through take away counters and platform vending. The list of approved brands to be sold is updated in IRCTC's website <a href="http://www.irctc.com">www.irctc.com</a> and the licensees shall strictly follow the updated list. Sale of banned & delisted items is strictly prohibited.
2.1.7	Sale of packaged drinking water ('Rail Neer')	It is mandatory for the licensee to sell Rail Neer (Packaged Drinking Water – 1000 ml) chilled @ rates prescribed by IRCTC from time to time. The licensee will be responsible for storing, cooling, and sale / service of 'Rail Neer' to the passengers. Present approved MRP of 'Rail Neer' (1000 ml) is Rs.15/- per bottle.
2.1.7a	Supply of Rail Neer	<p>In case of non availability/ inadequate supply of Rail Neer by IRCTC: -</p> <p>Licensee may be permitted by Zonal Railways/IRCTC to sell packaged drinking water of other approved brands from time to time. In such a case of selling of PDW of any other brand other than Railneer, the licensee should inform IRCTC Central Control or Zonal Control offices, as the case may be, before commencing the sale of other brands. In case, it is found that PDW of unapproved brands are being sold by the licensee without due intimation and approval suitable penalty shall be imposed by Railway /IRCTC</p>
2.1.8	E-catering services in trains	IRCTC appoints reputed brands / vendors in various stations for provision of food through e-catering; Train Passengers shall have the option to book their food through e-catering and e-catering vendors are authorized to supply pre-ordered meals in the trains. The Refreshment Room also may be permitted for e-catering services for online booking by travelling passengers and delivery of food / meals as per the existing Menu, Tariff and packaging conditions. The delivery in trains shall be for pre booked orders through online only.

संयुक्त महानगरपालिका (वाण चान सेवाएँ)  
आय.आर.सी.टी.सी. (पश्चिम क्षेत्र) मुम्बई  
Jr. General Manager (Catering Services)  
IRCTC / West Zone,  
Mumbai

2.1.9	Changes in Menu, Tariff:	<p>The existing / applicable menu and tariff for Refreshment Rooms is enclosed as <b>Annexures- A &amp; B</b>. 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 such cases, the license fee will be revised on pro-rata basis from the date of such revision of catering tariff/menu by IRCTC with due intimation to the licensee.</p> <p><b>If there is any increase/decrease in a-la-carte menu items in future, there shall be no change in license fees. The license fee shall be change when the tariff of standard items will be change.</b></p> <p>In the event of change in the menu &amp; tariff thereof, the licensee shall maintain the same quality and hygiene standards or supply and service of food/ meals to passenger as it were prior to such change</p>
2.1.10	Provision of adequate equipment and man power	<p>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.</p> <p>The gadgets and equipments provided in the Refreshment Room including the kitchen equipment should be conforming to the latest state of art technology. The Refreshment Room will have to be ISO 22000 certified within 12-18 months from the date of commissioning.</p>
2.1.11	Ensuring availability of Affordable food to passengers.	The Licensee should ensure that adequate quantities of Janata Khana, and other affordable items are available for sale in the Refreshment room
2.1.12	Use of potable water for preparations	Only Potable water shall be used for preparations in the Refreshment room. Use of overhead tank water for cooking purpose is strictly prohibited.
2.1.13	Implementation of Soft ware for operations and financial management	During the tenure of license IRCTC may develop soft ware for operations, supervision, payments etc., and it is mandatory for the licensee to adopt the system. Any implementation cost if any will be borne by licensee at their end.
2.1.14	Installation of CCTV cameras in the kitchen for centralized monitoring of the kitchen activities through artificial intelligence	Sufficient no. of CCTV cameras as advised by IRCTC shall be installed by the licensee and connected to IRCTC's dash board for centralized monitoring through artificial intelligence.

## **2.2 Expected Scope of Work:**

2.2.1	Linkage of additional trains (RSD/M/Exp/TSV etc)	Linkage to mobile & TSV trains may be given by IRCTC for supply of meals under unbundling scheme. Additional license fee shall be charged as per the then prevailing rates w.r.t such linkage. The procedure for such supplies shall be governed as per the extant rule & guidelines issued by IRCTC.
2.2.2	Provision of required equipment for bulk preparation and supply in the RR	In future, IRCTC may utilize the RR as mini base kitchen as per requirement and aligned with the passing trains for provision of supply of meals to trains as per rates and menu approved by IRCTC. In such case the licensee shall install necessary equipment as per requirement (as advised by IRCTC).

संयुक्त महाव्यवस्थापक (ग्राम चान सेवाएं)  
आय.आर.सी.टी.सी. (परिवहन सेवा) मुंबई  
Jt. General Manager (Catering Services)  
IRCTC / West Zone,  
Mumbai

2.2.3	Provision of packing/sealing machine for bio degradable packaging and e-cart for safe transshipment of food from kitchen to train	The licensee is required to install suitable packing /sealing machine and e-cart for packaging and transshipment and delivery of food to the pantry car.
2.2.4	Supply of Breakfast, Lunch and Dinner in unbundling model to passing trains.	If the Refreshment room is aligned for supply of any of the services viz., Breakfast / Lunch & Dinner to the passing Rajdhani, Duronto, Shatabdi and Mail / Express trains in unbundling model, it will be mandatory for the Refreshment room licensee to supply the meals to the trains as per the Menu, packaging conditions and transfer rates as applicable from time to time and as advised by IRCTC.
2.2.5	Procedure for Supply of meals to RSD trains.	Meals as per the Menu, packed and sealed as per the advance order communicated by the pantry car licensee / IRCTC control office RR shall deliver the meals and obtain acknowledgement. The licensee shall raise a claim on monthly basis (train wise) on IRCTC duly enclosing the copies of acknowledgments. IRCTC will reimburse the charges after due verification with the occupancy charts and TS certificate. License fee @15% will be recoverable by IRCTC on the production charges payable to the RR licensee. The licensee shall provide the meals to trains as per the then prevailing rates w.r.t. such linkage as per extant rules and procedure by IRCTC. The current prescribed/approved rates by IRCTC are enclosed as <b>Annexure-E</b> .
2.2.6	Procedure for supply of meals to Mail / Exp trains and TSV services	As per the advance order from the pantry car licensee / control office Standard meals as per the Menu & tariff duly packed along with all accompaniments to be delivered to pantry car licensee. The RR licensee shall execute separate agreements with pantry car licensees for supply and payment terms. Accordingly value of meals as per the transfer rate shall be collected by RR licensee from pantry car licensee duly raising GST invoice. License fee @ 12% on the supply rate shall be payable to IRCTC on the value of meals supplied to Mail/Exp pantry cars. The meals shall be supplied to trains as per the then prevailing rates w.r.t. such linkage as per extant rules and procedure by IRCTC. The current prescribed/approved rates by IRCTC are enclosed as <b>Annexure-E</b> . A train wise summary of the meals supplied in this model along with value, to be submitted on monthly basis to IRCTC along with payment LF.
2.2.7	Supply of meals to Election specials and other special trains	The licensee may be required to supply meals to the Election special trains and any other special trains at the Menu and tariff applicable from time to time as advised by IRCTC.
2.2.8	Reduction in no. of aligned trains during the tenure of license.	Due to the permanent cancellation of trains or rescheduling of trains due to change of time table some of aligned trains may be de-aligned during the tenure of license. No claim will be admissible in such instances.

2.2.9	Services in exigencies.	The RR will supply meals in the same terms and conditions in case of late running /diversion of trains / accidents etc., on short notice by IRCTC/Railway.
2.2.10	Service in late running of trains	In case of late running of aligned trains the order may be cancelled at short notice. The RR licensee in coordination with the pantry car licensee should try to avoid such wastage. No compensation will be paid for such wastages by IRCTC/Railway.
2.2.11	Supply of Cooked food to other catering units and stalls in the station.	The mini base kitchen may supply cooked food to other catering units in the stations on mutually agreed terms and conditions with the prior approval of IRCTC.
2.2.12	Live streaming of kitchen activities through public portal	IRCTC will facilitate live streaming of the kitchen activities for public view on 24/7 basis through e-dhrishti or any Govt. public portal. The cost of installation of necessary infrastructure, software, internet etc. as well as recurring expenses, shall be borne by the licensee.

2.3	<b>License Fee</b>	
2.3.1	Payment of LF	The quoted License fee for the Refreshment Room awarded to the Licensee shall be payable within 15 days from the date of issuance 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. 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.
2.3.2	Assessment of Sales turnover	IRCTC reserves the right to assess the sales turnover during the period of License. During such assessment, the License fee will be calculated @ 12% of the assessed sales turnover or the annual guaranteed License fee quoted by the successful bidder, whichever is higher.
2.3.3	Payment of addl. LF for meals supplied in unbundling model in mobile & TSV trains.	As and when meals supply to Mobile and TSV trains shall be given through a separate linkage, the license fee for which shall be taken as per the then prevailing rates w.r.t. such linkage as per extant rules and procedure by IRCTC. <b>Bidders are advised to make their bids excluding meal supply to Mobile &amp; TSV trains.</b>
2.3.4	Payment of other charges by the Licensee	Payment of water, electricity and other charges: Licensee would pay the charges for connection and utilization of electricity, water consumption, conservancy and other applicable municipal and other taxes, if applicable, as per the extant guidelines issued by Railways.
2.3.5	Payment of taxes, statutory dues, etc.	The Licensee is responsible for collection of stipulated tariff for the items sold to the passengers duly presenting Tax compliant invoices generated through POS machines The Licensee is fully responsible to pay all taxes, statutory dues to the authorities concerned.
2.3.6	Recovery of outstanding dues	Notwithstanding anything contained in this bid document, IRCTC shall be at liberty to recover any payments /outstanding dues including penalties against the Licensee from the Security Deposit provided by the Licensee.
2.3.7	Refund of License Fee	In the event of permanent closure of the Refreshment Room due to administrative reasons by the Railway/IRCTC, the license shall be terminated without any notice or assigning any reasons. In such an event, refund of Security deposit , License Fee will be admissible in the following manner: i) Security deposit subject to clearance of all outstanding dues ii) The proportionate License Fee for the balance period for which advance LF paid after adjustment of outstanding if any iii) No claim for any consequential loss of business/damages will be entertained by the IRCTC other than what is specially provided for in this para.



2.4	<b>Up- Gradation of Services.</b>	
2.4.1	Staff Uniform	The licensee shall provide distinctive uniform comprising of trouser, Shirt, Cap, Shoes, white hand gloves and aprons to the service staff. For winter in northern region suitable pullover/coat is to be provided. The colour of shirt, trouser, apron, pullover/ coat shall be as per the specifications placed at <b>Annexure C</b> . Service staff must serve in full uniform from the date of commencement of services. Each service staff must have Name plate, No tips badge. ID card must always be available with the service staff.
2.4.2	Packaging conditions	IRCTC reserves the right to prescribe packaging material/conditions from time to time. IRCTC logo should be prominently displayed.
2.4.3	Use of Bio-degradable packaging	Licensee shall introduce compartmentalized bio-degradable trays in place of Aluminum Casseroles within 30 days of issue of such instructions by IRCTC.
2.4.4	Point of Sale (POS) Hand held device for Billing	Adequate no of POS machines shall be made available in the Refreshment room for generation of e-bills and receipt of payment for each sale. Licensee must have the provision to accept digital payments through debit card, credit card and payment apps. 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. The Computerized billing system/POS shall be installed by the licensee at his own cost and shall be Linked to IRCTC system as & when advised.
2.4.5	Use of Green and Red coloured service trays and packing material for Veg. and N-Veg. service.	Green & Red colored service trays and packing material shall be used for sale / service of Veg. and Non-Veg. items respectively. Similarly Green and Red coloured containers shall be used for carrying for sale or storing of Veg. and N-Veg. food packets respectively.
2.4.6	Passenger Complaints	In cases of established passenger complaints, the penalty shall be imposed as per <b>Annexure-‘D’</b>
2.4.7	Deployment of Food safety supervisors	IRCTC reserves the right to deploy Food Safety Supervisors (FSS) in the Refreshment Rooms 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
2.4.8	Allocation of production and sitting area	To meet the requirement of supply of meals for onboard services and other exigencies, unit should be equipped and prepared. IRCTC reserves the right to alter the present setup by reducing the sitting area and increasing the kitchen area (production, packaging etc.) according to meal load and viability of unit. GGMs of the concerned Zone shall decide the proportion of production and sitting area



3	<b>Tenure of License.</b>	
3.1	Period of License & Agreement	The tenure of this License shall be for a period of 5 (five) years from the date of commencement of operations. There will be no renewal after expiry of tenure of license. On award of license the successful bidder shall execute an agreement with IRCTC as per the terms and conditions of these bid documents. 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.
3.2	Commencement of the License	After selecting the successful Bidder, the IRCTC shall issue a Letter of Award (LOA) to the Selected Bidder. On receipt of the LOA, the successful bidder shall submit letter of acceptance in the prescribed format along with Security deposit within 15 days from the date of LOA. Services shall be commenced within 30 days from the date of acceptance and payment of SD, License fee for the first year in full shall be paid 1 month in advance from the date of commencement of operations. Failure of the successful Bidder to adhere to the timelines 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, and debarment from participating in the future projects of IRCTC for a period of two years.
3.3	Exit from the license by either party.	After an initial lock in period of 6 months, IRCTC and Licensee can terminate this license by giving 6 months notice in advance without assigning any reason. 6 months notice period shall be counted after the expiry of initial lock in period of 6 months.
3.4	Exit by Licensee	If the licensee exits by giving six month notice, Security deposit will be forfeited by IRCTC. Proportionate license fee for the balance period of license shall be refunded after adjusting outstanding if any.
3.5	Exit by IRCTC	If IRCTC exit by giving 6 month notice, the Security Deposit and proportionate license fee for the balance period will be refunded after adjusting outstanding if any.
3.6	Exit by IRCTC in the event of change in govt policy	In case of change in govt. policy necessitating closure of the tendered unit, the RR may be short closed by giving three month's notice. In such an event the license fee will be charged proportionately up to the date of closure and balance license fee if any will be refunded to the licensee. There will be no forfeiture of Security deposit on account of such fore closure of the catering unit. The condition of lock in period will not apply in such event.
3.7	Termination of license for poor performance	Notwithstanding anything contained above the IRCTC may terminate the license with a debarment of one (1) year in all projects of IRCTC along with forfeiture of Security Deposit and license fee in case of poor performance, breach of terms and conditions of the license, non-payment of license fee as per schedule, or for other events of default by giving 15 days notice.
3.8	Exit by licensee without	Exit by licensee without notice shall be treated as breach of terms and



		<a href="http://www.shramikkalyan.indianrailways.gov.in">www.shramikkalyan.indianrailways.gov.in</a> 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.
6.4	No unlawful/illegal activity	The Licensee and/or its staff shall not carry on any unlawful, immoral or illegal activity in the station or Railway premises. 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.
7	<b>Utensils / Service ware and washing</b>	
7.1	Use of good quality Containers, Thermal urns etc., and other service ware	(a) The Licensee shall ensure that Service ware, Containers in which food and PAD items are carried and sold, Tea / Coffee urns to be used 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 detergent soaps.
7.2	Prohibition of washing of Containers near water taps or any other facility meant for public use	Washing of containers and urns near water taps in the station or in any other facility meant for passenger use is strictly prohibited. Any incident of such activity shall be treated as breach of tender conditions and would attract penalty including termination of contract.
8	<b>Garbage Disposal</b>	
8.1	Provision of Garbage bins near service area, take away counter etc.,	Licensee shall be responsible for availability/provision of adequate number of garbage bins along with bio-degradable bags at appropriate places. Dustbins to be provided in pairs for waste segregation through separate Dry & Wet bins as per Govt. Policy. These should be cleaned outside the production area. Licensee shall avoid use of metallic dustbins, which become rusted over a period of time..
8.2	Disposal of Garbage	Licensee shall be responsible for disposing the garbage suitably at the designated location outside the station/maintenance area. All garbage bins must be labeled, cleaned and sanitized regularly.
9.	<b>Record keeping, Information sharing and Compliance of Instructions.</b>	
9.1	Maintenance of proper records	The Licensee shall maintain proper and full records viz., accounts, vouchers, bills, tax, etc. pertaining to provision of catering services in / through the Refreshment room and make it available for inspection by the Railway/IRCTC to ascertain the Gross Sales Turnover.
9.2	Attendance Register	The Licensee shall maintain the attendance register of all the staff. The attendance register shall clearly mention the designation of the staff like manager, waiter, vendors etc.,
9.3	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.
9.4	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.

  
संयुक्त महाप्रबंधक (खाद्य वस्तु सेवाएं)  
आय.आर.सी.टी.सी. (परिवहन क्षेत्र) मुंबई  
Jt. General Manager (Catering Services)  
IRCTC /West Zone,  
Mumbai

10	<b>Monitoring &amp; Inspections by IRCTC/Railway Officers &amp; Inspectors</b>	
10.1	Monitoring of services by Railway/IRCTC Officials	The catering services in Refreshment room, mini base kitchen, stores including the quality of food sold through platform vending and food supplied to trains shall be subject to monitoring by IRCTC official.
10.2	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.
10.3	Penalty for deficiencies noticed in Inspections	For deficiency in performance noticed during inspections by Railway / IRCTC officers IRCTC at their sole discretion shall impose suitable penalty as per <b>Annexure-D</b>
11	<b>Right of User only</b>	The Licensee will only provide the catering services in / through Refreshment room 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 are not entitled for any employment by or within IRCTC. Photo identity cards to the staff/vendors should be issued by licensee as per the procedure in vogue in concerned zonal Railways.
12	<b>Provision of suggestion/complaint book</b>	The Licensee shall display suggestion/complaint book in conspicuous place for passengers to register their suggestions/complaints without any difficulty. This suggestion book shall be serially numbered and pre-authenticated by IRCTC.

13	<b>Licensee's Staff</b>	
13.1	<b>Personal Hygiene</b>	The Licensee shall ensure that the staff deputed on the unit should maintain good, personal hygiene, courteous behavior. Further, the Licensee shall ensure that the catering staff should be well groomed, wear proper uniforms, badges displaying their names, carry photo identity cards, display at all times.
13.2	Presence of Licensee/authorized Manager.	The Licensee or a duly authorized and competent Manager appointed and paid by the Licensee shall remain available at The Refreshment Room. The name(s) and contact details of the Manager will be advised by the Licensee along with letter of acceptance and any changes shall be intimated and updated to IRCTC as & when it takes place
13.3	Qualifications of Licensee's staff	<p>All Catering staff engaged by the Licensee may gradually be qualified /certified to meet the following requirement.</p> <p><b>In-charge:</b> Shall be minimum 12<sup>th</sup> Pass with Diploma in Hotel Management or Diploma in F&amp;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- Asstt. Catering Manager (THC/ Q5901). Should have minimum 02 years of work Experience in supervisory capacity in Catering Operations.</p> <p><b>Cooks(For licensee's kitchens):</b> Shall be minimum 8<sup>th</sup> 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 &amp; 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</p> <p><b>F&amp;B Service staff:</b> shall be minimum 8<sup>th</sup> Pass with diploma/craft course in F&amp;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 &amp; Beverage Services-Steward (THC/Q0301) or should have certification in F&amp;B Service under various Govt. scheme such as Capacity Building programmes, HSRT, PMKVY scheme etc. Should have minimum 12 months experience in Food &amp; Beverages Service operations.</p>
13.4	RPL (Recognition of Prior Learning) training by IRCTC	IRCTC conducts training in association with Ministry of Skill development under PMKVY for training the licensee staff to acquire NSQF certificate. As per the advice of IRCTC the licensee shall depute the staff for the training.

13.5	Conduct / character certificate	The licensee shall employ only persons with valid conduct/character certificate certified by the Police Authorities/MP/MLA/MLC/ Councilor/ Gram Panchayat/ Sarpanch/1 <sup>st</sup> Class Magistrate / Gazetted Officer. The certificate should not be more than six months old.
13.6	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 glass should be used for serving tea/coffee, mineral water etc.
13.7	Antecedent verification of licensee staff	Antecedents of all the staff to be employed by the licensee need to be verified by police before employment and related document need to be carried in the kitchen unit for presenting to any inspecting official. In case of non availability of PVC at the time of commencement temporary permission may be granted subject to submission of <ul style="list-style-type: none"> <li>a) Application receipt for PVC</li> <li>b) Adhaar Card of the staff</li> <li>c) Undertaking by the licensee.</li> </ul>
14	<b>Audit Rights</b>	
14.1	3 <sup>rd</sup> Party audit by Railway/IRCTC	<ul style="list-style-type: none"> <li>a) Railway /IRCTC being the service beneficiary under the Agreement shall have audit and inspection rights on the License during the entire Term of this Agreement.</li> <li>b) IRCTC shall have the right to audit particular performance records of the Licensee including payment records, etc.</li> </ul>
14.2	Food audit by Licensee	Notwithstanding anything contained in 14.1 & 14.2, it is mandatory for the licensee to get food samples tested in any of NABL accredited labs once in a month, record the findings and take corrective action.
15	<b>Indemnity by contractors</b>	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.
16.	<b>Jurisdiction of courts:</b>	The agreement shall be subject to the exclusive jurisdiction of the courts at Mumbai (Zonal Office of IRCTC) Only.



17	<b>INFRASTRUCTURE FOR PRODUCTION AND DISTRIBUTION</b>	
17.1	Adequate infrastructure	<p>The given area is indicative. Minor variations could be there. IRCTC will provide space on 'as is where is basis' and free from all encumbrances to the Licensee. The licensee will have to create requisite infrastructure and equipment at their own cost under supervision of IRCTC. The infrastructure for production and distribution of services should be suitable for ensuring satisfactory services and handling of food under hygienic conditions.</p> <p>Any civil / electrical works required to done for operation of the unit to be done at the licensee's cost as per the schedule to be advised by IRCTC.</p> <p>The arrangements for providing Genset /pump etc. should preferably be made within the allotted area. No additional space will be provided.</p> <p><b><i>Maximum of 30 days time shall be given from the date of handing over of site for undertaking any upgradation / renovation / modernization. License Fee for such units would accrue from 31<sup>st</sup> day from date of handing over. Further, a penal charge equivalent to pro rata license fee for the delay period, beyond 30 days, shall be applicable, over and above the accrued license fee. In case of delay beyond 60 days from the date of handing over, on the part of licensee, termination proceeding may be initiated.</i></b></p>
17.2	IRCTC logo/brand name	IRCTC logo/brand name shall be included in the signage for prominent display duly abiding by the instructions of IRCTC in this regard.



## **GENERAL CONDITIONS OF LICENSE**

### **SECTION – ONE**

#### **GENERAL PROVISIONS**

#### **1. DEFINITIONS**

IRCTC	Shall mean 'Indian Railway Catering and Tourism Corporation Ltd.', a Government Company incorporated under Companies Act 1956.
License fee	As Defined in article –2.3.1– Section one
Party	Shall mean either the IRCTC or the Licensee.
Day	Shall mean a calendar day.
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.
Interpretation	Words importing persons or parties shall include firms and organizations.
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.
Unbundling	Process of food service in trains by creating a distinction between food production and food distribution. Meals supplied by nominated kitchens in en-route shall be distributed by on board service provider on collection of tariff rate.
Jurisdiction	The award of License will be governed by the Jurisdiction of Courts situated in the state of Mumbai, Maharashtra (Zonal Office of IRCTC) only.
SBD – RSD Trains	Rajdhani, Shatabdi, Duronto trains for which OBCS was awarded by zonal Railways and assigned to IRCTC to be managed under the same terms and conditions till the end of tenure. In these trains catering charges are included in ticket fare.
Non-SBD – RSD Trains	Rajdhani, Shatabdi, Duronto trains for which OBCS was awarded by IRCTC either in comprehensive model or unbundling model with revised terms and conditions. In these trains catering charges are included in ticket fare
Mail / Exp trains with pantry car / Mini pantries	Mail /Exp trains with pantry car provide catering services through pantry car attached in the trains and picking up major meals from en-route kitchens. In these trains catering services are provided on payment by the customers.
TSV Services	Train side vending services are done in trains without pantry car by picking up meals and other a la carte items from en-route kitchens. These services are done in particular section. In these trains catering services are provided on payment by the customers.

## 2. CONDITIONS GOVERNING THE PERFORMANCE OF THE LICENSE

2.1	Notice by Courier/ Registered AD/ e- mail	Any notice in terms of this License by either Party will be given at the address by Courier/Registered AD Post or Fax/ scanned copy through e-mail id stated herein above unless a different address has been intimated in writing against receipt. In case of e-mail and fax date of receipt will be taken as next day of communication.
2.2	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.
2.3	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).
2.4	Unsatisfactory services etc.	In the event of unsatisfactory services, 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 license without any previous notice to the Licensee and in case of such termination the Security Deposit shall be forfeited by the IRCTC and the Licensee shall have no claim what so ever against IRCTC or any of the officials in consequence of such termination of the license. 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 shall also be debarred from participating in the future projects of IRCTC for a period of one year.
2.5	Subletting Of Contract	No subletting will be allowed.  The Licensee shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner. Any breach of this condition shall entitle IRCTC to rescind the contract under Clause 3.7 of Tenure of License and also render the licensee liable for payment to the Railway/IRCTC in respect of any loss or damage arising.
2.6	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



		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 sale proceeds or from the Security Deposit or pending bills of the Licensee.
3.3	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.
3.4	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. CONSEQUENCES OF DEFAULT**

4.1	Consequence of failure to start the services	In the event of failure to provide, catering services in/ through Refreshment room from the prescribed date as per the pre approved schedule. IRCTC reserves the right to annul the License and forfeit the Security Deposit, License fee, in the whole or part thereof as provided under terms and conditions of the license. The Licensee shall also be debarred from participating in the future projects of IRCTC for a period of two years. The decision of IRCTC will be final and binding in this regard.
4.2	Notice for termination	In case of any event of default mentioned in Clause 3.2 having occurred, it shall be lawful for the IRCTC any time thereafter to terminate the License agreement and forfeit the Security Deposit along with the debarment of 3 years from participating in future project of IRCTC, SUBJECT HOWEVER to the IRCTC having given to the Licensee fifteen (15) days prior notice in writing to remedy or make good such breach and in spite of such notice the Licensee having failed to remedy the breach. Upon termination of this License agreement as aforesaid, the Licensee shall deliver vacant and peaceful possession of the Refreshment Room to the IRCTC/Railways.

## 5. ARBITRATION

5.1	<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-XIV. 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 and other matters shall not included in the reference.</p> <p>In the event of demand made as mentioned 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.</p>
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## 6. OTHER CONDITIONS

6.1	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. The decision of the Director of IRCTC in this regard shall be final.</p>
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## 7. FORCE MAJEURE

7.1	<p>In the event of any unforeseen event directly interfering with the operation of the License arising during the currency of the license agreement; such as 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; the Licensee shall, within a week from the commencement thereof, notify the same in writing to the Licensor with reasonable evidence thereof. The Refreshment Room shall be restored as expeditiously as possible or, as the case may be and 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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## **GENERAL CONDITIONS OF LICENSE**

### **SECTION – TWO**

#### **1. OBLIGATIONS AND RIGHTS OF LICENSEE**

1.1	Certificates/permissions	Licensee will obtain necessary certificates/permissions as required by law such as FSSAI License, or as required as per the local regulations from the competent authorities. In case of any violation Licensee will be solely responsible for its penalty and consequences.
1.2	Display of rate list	The Licensee shall exhibit approved tariff and list of items to be sold, prominently for the information of the customers as revised from time to time.
1.3	Sale of items with IRCTC's approval	The Licensee shall not sell the items other than those approved by <u>IRCTC/Railway</u> . Sale of unauthorized items if detected in contravention to approved items, the licensor or its/his authorized representative/official may seize such items and the unauthorized seized items shall be disposed off as per policy of IRCTC in addition to any penalty to be imposed for this such contravention.
1.4	Approval of service wares etc.	Crockery, Cutlery, Napkin and other service wares used in the Kitchen Unit (RR) are required to be of good quality as per industry norms. IRCTC may specify quality, colour scheme and printing on the above material which will be binding on the licensee. IRCTC reserves the right to prescribe packaging conditions from time to time.
1.5	Right of user's only	Licensee will only provide the catering services in/ through Refreshment Room and will have the right of user only on License basis.
1.6	Relation of Licensee's labour	The employees, contractors, sub contractors of the Licensee will not be in any contractual relation either with the IRCTC or the Indian Railways.
1.7	General liability of any person	The Licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the in the course of execution of this license, including death or injury caused by the negligence of the Licensee or the Licensee's failure to perform its obligation under the agreement, IRCTC will not be held responsible for any payment of compensation in this regard.
1.8	Consequence to the death / severance of any partner/s (in case of partnership firm)	<p>Transfer of license to the legal heir would be allowed only in the event of death of original licensee. The license shall be transferred in the name of legal heir for the unexpired period of the contract as per the general condition of the contract (GCC) of Railways. No subletting will be allowed.</p> <p>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 license.</p>

1.9	Inspection by Food/Health Inspectors	Licensee will also be obligated to get his premises inspected by Food/Health inspectors at regular intervals in addition to having a food License from concerned state authorities. Licensee will make available the premises for the inspection by the IRCTC or any person so authorized by the IRCTC at any time.
1.10	Compliance of Food Adulteration Act	Licensee shall be responsible for the compliance of the provisions of Food Safety and Standard Act-2006 or any other amendments thereto.
1.11	Compliance of statutory law	Licensee shall be solely responsible for compliance with applicable laws such as Sales Tax Law, Provident Fund Law, Labour Law or any other law of the land and registration/approval from statutory authority, if required.
1.12	Use of FSSAI products only	All food ingredients being used for preparation/service to the passengers shall bear FSSAI license number, as defined in the FSSAI act. IRCTC may define the brand/source of food ingredients and IRCTC instructions shall be binding.
1.13	Reg. provision of gas burners/cylinders etc.	The gas burners/cooking ranges should be ISI approved and covered by a suitable maintenance contract by the Licensee. The safe working of equipment and adherence to the regulations should be certified by an authorized/oil agencies approved by IRCTC
1.14	Provision and Use of LPG – Safety instructions	The gas burners/cooking ranges should be ISI approved and covered by a suitable maintenance contract by the Licensee. The safe working of equipment and adherence to the regulations should be certified by an authorized oil agencies.
1.15	Fire Extinguishers	The licensee shall ensure availability of hand held fire extinguishers with the staff having knowledge of operation of the equipment.
1.16	Fire-fighting training	All Refreshment Room staff must be trained in firefighting and a competency certificate issued by the fire fighting agencies should be available in the Refreshment Room.
1.17	Provision of first aid box	The Licensee shall provide and maintain First Aid box for rendering first aid to the catering staff in the Unit and shall provide training to the concerned catering supervisory staff from the medical authorities. The Licensee shall ensure that requisite certificates in this regard should be available with the Refreshment Room Manager.
1.18	Damage to structure and Railway premises	The Licensee shall be responsible for all damages caused to the said Refreshment room (Property) and the equipment provided therein.
1.19	Licensee to provide other services	The Licensee shall undertake to render any other services during emergencies or VIP movements, functions as may be required of him by the IRCTC on mutually acceptable terms.
1.20	Handing over of Refreshment Room	<b>Upon the expiration of this agreement or its earlier termination in accordance with the terms, conditions, obligations hereof the Licensee shall remove themselves from the said Refreshment Room and Railway premises together with all their belongings and effects and shall deliver vacant possession of the RR to the IRCTC/Railways with the IRCTC/Railways' fixtures and effects therein in good condition.</b>
1.21	No unlawful/ illegal activity	Licensee shall not carry on any unlawful immoral or illegal activity in the /at stations.



1.22	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. Good quality paper glasses should be used for serving tea/coffee, mineral water etc. Garbage collection and its disposal after each service will be done by the licensee in a satisfactory manner.
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## **2. OBLIGATION AND RIGHTS OF THE IRCTC**

2.1	Liaison with zonal railways	IRCTC may assist the licensee for all purposes regarding maintenance of the Refreshment Room.
2.2	Provision of equipments & its maintenance	Licensee will ensure day-to-day maintenance, upkeep and cleanliness of the equipment and premises.
2.3	Periodical medical examination of staff	IRCTC will advise Railway administration for periodical medical examination of the staff and issue of certificate to the licensee's staff. However, it will be the responsibility of the licensee to approach and coordinate with the concerned authority for completing the required formalities and procedures and payment of prescribed dues.
2.4	No guarantee of minimum assured business	The Railway administration or IRCTC do not guarantee any minimum assured business. The business is subject to fluctuation based on the increase / decrease in the frequency of the trains and change of time table / schedules of the trains. The Licensee shall not be entitled for any compensation for reduction of business due to such reasons.
2.5	Customers' feed back	IRCTC may take independent users' feed back to know the level of passenger satisfaction.
2.6	Right to resume the possession	The IRCTC/railway administration reserves the right to resume possession of the Refreshment Room if required for the purpose of working of the Railway. The contract in such condition shall be short-closed in terms of Clause No. 3.6 of 'Tenure of License'.
2.7	Menu cards	Printed menu cards bearing name of the IRCTC should be available with waiters and provided to the passengers on demand. Licensee shall seek the approval of menu cards before printing

**Standard Menu to be served / Sold in / through Refreshment Room**

**(Menu, Quantity and Rates for Standard Meals)**  
**Tariff for Standard Meals, Breakfast, Tea/Coffee etc.**

<b><u>S.No</u></b>	<b><u>ITEM</u></b>	<b>TARIFF (Incl. of GST) (In Rs.)  Rs. Ps.</b>
1	Standard tea (150 ml) in disposable cup (Paper Cups used should be of 170 ml capacity)	05-00
2	Tea with tea bag (150 ml) in disposable cup (Paper Cups used should be of 170 ml capacity)	10-00
3	Coffee using instant coffee powder (150 ml) in disposable cup (Paper Cups used should be of 170 ml capacity)	10-00
4	Rail Neer/ Packaged Drinking water 500 ML bottle (chilled)	10-00
5	Rail Neer/ Packaged Drinking water 1 litre bottle (chilled)	15-00
6	Janata Khana (in quality disposable card board box) (a) Poories - 7 nos – 175 gms (b) Allu dry curry - 150 gms (c) Pickle sachet - 15 gms	15-00
<b>Standard Breakfast</b>		
7	Vegetarian a) Bread ,Butter & Cutlet or b) Idli &Vada or c) Upma &Vada or d) Pongal &Vada	35-00
8	Non-Vegetarian Breakfast (Bread Butter & Omelette)	45-00
<b>Standard Casserole Meals</b>		
9	Standard Vegetarian Meal	70-00
10	Standard Non-Vegetarian Meal with Egg curry	80-00
11	Standard Non-Vegetarian Meal with Chicken curry	120-00
<b>Standard Biryani</b>		
12	Biryani (Veg.) - 350 gms	70-00
13	Biryani (Egg) - 350 gms	80-00
14	Biryani (Chicken) - 350 gms	100-00
<b>Snack Meal</b>		
15	Snack Meal -350 gms	50-00

## MENU FOR STANDARD BREAKFAST, STANDARD MEALS & BIRYANI

### Standard Menu (Veg Breakfast)

S.No	Item	Ingredients	Quantity	
			No.	Wt.
1	Cutlet	Bread Slice	2 Nos	50 gms
		Vegetable cutlet	2 Nos	100 gms
		Butter in Blister pack	1	Min 8 gms
		Tomato Ketchup in sachet	1	Min 12 gms
		Casserole	1	
		Napkin	1	
		Disposable spoon	1	
2	Idli & Vada	Idli	2 Nos	100 gms
		Vada	2 Nos	60 gms
		Chutney in disposable cup		50 gms
		Casserole	1	
		Napkin	1	
		Disposable spoon	1	
3	Upma & Vada	Upma		100 gms
		Vada	2 Nos	60 gms
		Chutney in disposable cup		50 gms
		Casserole	1	
		Napkin	1	
		Disposable spoon	1	
4	Pongal & Vada	Pongal		100 gms
		Vada	2 Nos	60 gms
		Chutney in disposable cup		50 gms
		Casserole	1	
		Napkin	1	
		Disposable spoon	1	

### Standard Menu (Non-Veg Breakfast)

S.No	Item	Ingredients	Quantity	
			No.	Wt.
1	Non-Veg. Breakfast (Egg Omelette)	Bread slice	2 nos	50 gms
		Omelette/Boiled Eggs	2 Eggs	90 gms
		Butter in Blister pack	1	Min 8 gms
		Tomato Ketchup in sachet	1	Min 12 gms
		Salt sachet	1	1 gm
		Pepper sachet	1	0.5 gm
		Casserole	1	
		Napkin	1	
		Disposable spoon	1	

**Standard Menu (Lunch/Dinner) (Standard Casserole)**

S. No	Item	Ingredients	Quantity	
			No.	Wt.
1	<b>Veg. Meal (Standard Meal)</b>	Rice plain	1	150 gms
		2 Parathas/4 Chapatis in wrappers		100 gms
		Dal/Sambhar (Thick consistency)	1	150 gms
		Mix Veg (Seasonal)	1	100 gms
		Curd	1	Min 80 gms
		Pickle in sachet	1	Min 12 gms
		Casserole	3	
		Napkin	1	
		Disposable spoon	1	
2	<b>Non Veg. Meal Egg curry with Rice (Standard Meal)</b>	Rice plain	1	150 gms
		2 Parathas/4 Chapatis in wrappers		100 gms
		Dal/Sambhar (Thick consistency)	1	150 gms
		Two Eggs curry	1	150 gms
		Curd	1	Min 80 gms
		Pickle in sachet	1	Min 12 gms
		Casserole	3	
		Napkin	1	
		Disposable spoon	1	
3	<b>Non Veg. Meal Chicken curry with Rice (Standard Meal)</b>	Rice plain	1	150 gms
		2 Parathas/4 Chapatis in wrappers		100 gms
		Dal/Sambhar (Thick consistency)	1	150 gms
		Chicken curry (60 gms boneless chicken & gravy 90 gms)	1	150 gms
		Curd	1	Min 80 gms
		Pickle in sachet	1	Min 12 gms
		Casserole	3	
		Napkin	1	
		Disposable spoon	1	

**Note:** (i) Food packets should have stickers indicating all details  
(ii) Tray Mats should be provided as per requirements

**Biryani as Standard meal Variety**

Menu	Components
Veg. Biryani - 350 gms	Biryani 350gms including 70 gms Vegetables packed in casserole + (80 to 100) gms branded packed curd/100gms salan + (10 to 15) gms pickle + tissue paper + sanitizer (1ml) + disposable bio-degradable spoon
Egg Biryani - 350 gms	Biryani 350gms including 2 eggs packed in casserole + (80 to 100) gms branded packed curd/100gms salan +(10 to 15) gms pickle + tissue paper + sanitizer(1ml) + disposable bio-degradable spoon
Chicken Biryani – 350 gms	Biryani 350gms including 70 gms of boneless chicken packed in casserole + (80 to 100) gms branded packed curd/100gms salan +(10 to 15) gms pickle + tissue paper + sanitizer(1ml) + disposable bio-degradable spoon

### Snack Meal

SN	Item	Particulars	Rate in Rs (Incl. 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

**A-la-carte menu**

SN	Item	Particulars	Rate in Rs. (Incl. 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/MeduVada	Vada- 2 x 50 gms Coconut Chutney -15 gms Packed in butter paper envelop	30.00

Note: The Licensee may provide regional cuisines at Railway approved A-la-Carte menu / rates with prior written approval of IRCTC. Dietary and infant foods shall also be provided to Passengers.

1. All fried items should be packed in butter paper envelope duly sealed.
2. Only IRCTC approved PAD items should be served.
3. All Cooked items should be packed in Aluminium foil Casserole (of approved thickness)/Biodegradable eco-friendly packaging material.
4. All items should be served with paper napkin, disposable spoon, paper cup etc.
5. Proper invoices should issued to passengers on sale of item.
6. All items should be properly packaged and should have sticker comprising details of item like (Veg./N.Veg, date of packaging/preparation, best before, name of Kitchen licensee, FSSAI license No. etc.

**SPECIFICATIONS OF UNIFORM**

<b>Sr. No.</b>	<b>Staff category</b>	<b>Type of Uniform</b>	<b>Uniforms Items specification</b>
1.	Restaurant /Refreshment Room Manager (RR)	Shirt	Colour – White, Regular Collar, Plastic white button, IRCTC embroidery on pocket.
		Trouser	Colour- Black,
		Black Blazer	Black Matt fabric with IRCTC Logo (Winter only)
		Red Tie	Plain red tie, Polyester fabric with IRCTC Logo
		Name Badge	Plastic fibre based, base colour white, Name embroiled.
		socks	Black
		Shoes	Plain Black colour, Leatherette material with laces.
2.	Server (RR)	Yellow T-shirt	Colour-Yellow, IRCTC Logo on Pocket, Plastic white button. IRCTC Logo on Back side.
		Trouser	Colour- Black,
		Name Badge	Plastic fibre based, white base colour and name embroidered in Black colour.
		Yellow /White check Apron	Cotton fabric matt finish with IRCTC Logo on front side. (With 1 front pocket and 2 side pockets).
		Yellow caps	T-Cap Yellow colour, cotton fabric, IRCTC Logo embroidered on front side.
		Socks	Black colour Cotton-Poly fabric
3.	Cook/Asstt. Cook (RR)	Shirt (Kurti type) Magenta	Colour Magenta, IRCTC embroidery on collar, Plastic white button. IRCTC Logo on front and back side.
		Black trouser	PV Mat finish %, 2 side pockets, 2 hip pockets.
		Chef Apron (Full)	White colour, cotton matt fabric
		Chef Cap	Colour- Magenta, woven Plain Pattern, IRCTC Logo embroidered on front side.
		Black socks	Colour – Black Cotton
		Black Shoes	Plain Black colour derby, Leatherette material with laces.
4.	Helper / cleaner(RR)	Dangari	Dark green Colour, acid proof, anti wrinkle, anti shrink and water proof.
		Dark green socks	Cotton- poly fabric socks, dark green colour
		Black Shoes	Black rubber shoes/ Gum boot
		Dark green Cap	T- type, dark green colour Cap, IRCTC Logo embroidered on front side.



**ESTABLISHED COMPLAINTS AND PENALTIES TO BE IMPOSED**

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

<b>Level of Complaint</b>	<b>Type of Complaint</b>	<b>Fine/Penalty for first occurrence</b>
Level I	<ul style="list-style-type: none"> <li>• Sale / Service of Cold food</li> <li>• Undue delay in service of food</li> <li>• Poor presentation of food takeaway pkts/tray, leaking of casseroles etc.</li> <li>• Discourteous service.</li> </ul>	Rs 1000/-
Level II	<ul style="list-style-type: none"> <li>• Personal Hygiene of Waiter is bad such as torn and unwashed uniforms, untrimmed nails, non wearing of cap / apron/shoes/ name badge etc.</li> <li>• Unhygienic handling of food.</li> <li>• Non refund of change.</li> <li>• Forcing other item in lieu of change</li> </ul>	Rs 2,000/-
Level III	<ul style="list-style-type: none"> <li>• Non availability of Veg/ Non Veg meal as per Standard menu.</li> <li>• Hair found in food</li> <li>• Less weight of food</li> <li>• Talking in harsh tone with Passenger.</li> </ul>	Rs 5,000/-
Level IV	<ul style="list-style-type: none"> <li>• Non availability of digital mode for payment by passenger.</li> <li>• Non issuance of bills/Invoice</li> <li>• Demanding of tips</li> <li>• Non availability of std Menu/ meal and forcing extra items</li> <li>• Foreign inert particles such as wood, metal, plastic etc found in food</li> <li>• Stale food served</li> </ul>	Rs 10,000/-
Level V	<ul style="list-style-type: none"> <li>• Sale of unapproved brand of PAD items &amp; PDW (Packaged Drinking Water).</li> <li>• Insect found in food such as flies / worms/ cockroaches/ ants etc</li> <li>• Use of Abusive language with the Passenger</li> <li>• Non issuance of Bill in spite of demand</li> <li>• Overcharging.</li> <li>• Complaints of sickness after consumption of food.</li> </ul>	Rs 20,000/- Second occurrence within 3 months Rs 50 000/-
Level VI	<ul style="list-style-type: none"> <li>• Man Handling the Passenger</li> <li>• Lizard, mouse etc. found in food</li> <li>• Hospitalization of passengers attributable to food poisoning</li> </ul>	Minimum Rs 50,000/- 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 unit, the fine of next higher level will be levied.
3. 3<sup>rd</sup> Occurrence of level V complaints within 3 months will be treated in accordance with level VI complaints.

**PRESENT TRANSFER RATES FOR THE MEALS SUPPLIED TO RSD AND MAIL/  
EXPRESS TRAINS**

<b>Transfer Rates of Veg. &amp; Non-Veg. meal (Lunch/Dinner) for RSD Pre-paid trains</b>				
<b>SN</b>	<b>Class</b>	<b>Catg. charges included in fare (Excl. GST)</b>	<b>Allocation for Prod. @70%</b>	<b>Payable to Static/Prod. Unit (Excl GST)</b>
1	1A/EC	230.78	161.55	137.32
2	2A/3A/CC	175.30	122.71	104.30
3	SL (Duronto)	113.17	79.22	67.34

(At present only Lunch / Dinner are aligned. Transfer rates for breakfast will be advised as and when aligned)

<b>Transfer Rates of Std. Casserole Meal (Lunch / Dinner) for M/Exp. Post-paid trains</b>				
<b>SN</b>	<b>Meal</b>	<b>Tariff (Incl. Tax)</b>	<b>Payable by Mobile unit (Incl. GST) to Kitchen Unit</b>	<b>License Fee @ 12% (Excluding GST) payable by Static Unit to IRCTC</b>
1	Standard Meal Veg.	80.00	60.00	6.86
2	Standard Meal Non-Veg with Egg Curry	90.00	68.00	7.77
3	Standard Meal Non-Veg with Chicken Curry	130.00	98.00	11.20
4	Veg Biryani	80.00	60.00	6.86
5	Egg Biryani	90.00	68.00	7.77
6	Chicken Biryani	110.00	83.00	9.49

(At present only Lunch / Dinner are aligned. Transfer rates for breakfast will be advised as and when aligned)

**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.....

## ANNUAL PERFORMANCE ASSESMENT REPORT

REFRESHMEMNT ROOM  
ANNUAL PERFORMANCE ASSESMENT

S. No	Parameter					Weightage	Mar ks	Marks Awarded
A	Compliance of Tender conditions					20		
	Based on DGM/JGM/AGM' Report							
	a	Adequate Equipment					5	
	b	Adequate no of staff					5	
	c	Submission of Reports as per schedule					5	
	d	Payment of License fee & other dues					5	
B	Day to Day Operations					10		
	Based on Station officer / Area officer's Report							
	a	Mise en scene & Mise en place					2	
	b	General Hygiene (Personal, Equipment & Surroundings)					2	
	c	Quality of Food					2	
	d	Responsiveness of Manager to customers					2	
	e	Skill sets / Behaviour of Staff					2	
C	Customer satisfaction survey					20		
	Based on report of external agency, Feedback collected and 139							
			>	81%			20	
		71	to	80%			15	
		61	to	70%			10	
		51	to	60%			5	
			<	50%			0	
D	3rd Party Food Audit					20		
	Based on the Report of External agency engaged by IRCTC							
			>	81%			20	
		71	to	80%			15	
		61	to	70%			10	
		51	to	60%			5	
			<	50%			0	
E	Inspection by IRCTC Officers (DGM & Above)					10		
	Based on the Consolidated Inspection Reports							
	a	Valid documents, Records, Billing					5	
	b	Quality & Hygiene					5	
F	Zonal GGMs Assesment					20		
	As per the Assesment of GGM based on the performance of license							
	a	Timely payment of License fee					10	
	b	Reduction in no of complaints					5	
	c	Responsiveness, compliance & Improvement					5	
				Total		100		

## **PRE-CONTRACT INTEGRITY PACT**

### **General**

This pre-bid pre-contract Agreement (hereinafter called the integrity pact ) is made on \_\_\_\_ day of \_\_\_\_, 2020 between, on one hand, the Indian Railway Catering & Tourism Corporation Limited (IRCTC) acting through **Shri** \_\_\_\_\_, **GGM/\_\_\_\_\_Zone**, (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns ) of the Second Part.

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

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

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

### **1. Commitments of the BUYER**

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

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

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair, means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, and material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 \* The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 \* The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 \* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter in to any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

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

#### **5. Earnest Money (Security Deposit)**



- 5.1 While submitting commercial bid, the BIDDER shall deposit Earnest Money/Security Deposit with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of M/s IRCTC Ltd, payable at \_\_\_\_\_.
  - (ii) A confirmed guarantee by an Indian Nationalized Bank, Promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or thought any other instrument (to be specified in the RFP).
- 5.2 The Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER , including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to BIDDER. However, the proceedings with the other BIDDER (s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

- 6.2 The BUYER will be entitled to take all or any of the action mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor(s) appointed for the purposes of this Pact.

#### **7. Fall Clause**

The bidder undertakes that he/she shall not sell or offer to sell the product/products of identical description to any organization, such as any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government or a PSU, as the case may be, at a price lower than the price chargeable under this Rate Contract, till the currency of Rate Contract.

In case the supplier sells or offers to sell the product or any product of identical description, during the currency of the contract, at a lower price to any organization such as any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or State Government or a PSU, then the difference in the cost would be refunded by the bidder to the buyer.

#### **8. Independent Monitors.**

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- a) Shri Sudesh Kumar, IRSEE (Retd.), C-902, classic Apartments, IRWO, Rail Vihar, Phase-3, Sector-57, Gurgaon-122003.
- b) Smt. A.P. Shrivastava, IRS (Retd.), 1004, B-1 Building, Bramha Emerald County, Kause Baug, NIBM Road, Pune-411048.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provide such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

**9. Facilitation of Investigation**

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

**10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**11. Other Legal Actions**

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

**12. Validity**

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

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

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on DD : MM: 2020.

BUYER

BIDDER

NAME:

NAME :

DESIGNATION:

DESIGNATION:

IRCTC/WEST ZONE

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

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