**INDIAN RAILWAY CATERING AND TOURSIM CORPORATION LIMITED**

**NOTICE INVITING LIMITED E-TENDER**

**Limited E-Tender No. – 2020/IRCTC/DCS/WCB/RSD/03/77**

**Sub: LIMITED E-TENDER BID DOCUMENT FOR PROVISION OF ONBOARD CATERING SERVICES IN SPECIAL TRAINS INTRODUCED AS GRADUAL RESUMPTION OF SELECTED PASSENGER SERVICES DURING COVID-19 PANDEMIC BY IR IN PARTIAL / COMPLETE UNBUNDLING MODEL FOR A PERIOD OF 90 DAYS ONLY.**

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|---|---|---|
| **Applicable Tender Document** | **:-** | **Limited Tender Document no.:- Mail Express 3 Revision 0** |
| **Last date and Time of Submission of bids** | **:-** | **30.07.2021 upto 12.00 Hrs.** |
| **Date and time of Opening of Bids** | **:-** | **30.07.2021 at 12.15 Hrs.** |
| **Tenure** | **:-** | **90 Days only** |
| **Category of Trains** | **:-** | **RSD** |

**Group General Manager/ Procurement**
**M/s Indian Railway Catering and Tourism Corporation Ltd.**
**11th & 12th Floor, Statesman House Building,**
**Barakhamba Road, New Delhi – 110 001**
**Ph. 011 23317745**
**E-mail:- mobilecatg.tend@irctc.com**

**E-TENDER**
**Mail/Express**
**(Post paid category)**
**RSD Category**

**CIN No. L74899DL1999GOI101707**
**Website: www.irctc.com Email id: info@irctc.com**

# LIMITED E-TENDER BID DOCUMENT FOR PROVISION OF ONBOARD CATERING SERVICES IN SPECIAL TRAINS INTRODUCED AS GRADUAL RESUMPTION OF SELECTED PASSENGER SERVICES DURING COVID-19 PANDEMIC BY IR IN PARTIAL / COMPLETE UNBUNDLING MODEL FOR A PERIOD OF 90 DAYS ONLY.

**Group General Manager/ Procurement**
**M/s Indian Railway Catering and Tourism Corporation Ltd.**
**11th & 12th Floor, Statesman House Building,**
**Barakhamba Road, New Delhi – 110 001**
**Ph. 011 23317745**
**E-mail:- mobilecatg.tend@irctc.com**

## DISCLAIMER

**a.** **Indian Railway Catering & Tourism Corporation Ltd.,** herein after mentioned as "IRCTC" does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document. Therefore, each Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources. The Bidder shall bear all its costs associated with the preparation and submission of its Bid including expenses associated with any clarifications which may be required by IRCTC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IRCTC shall not be liable in any manner.

**b.** IRCTC will have No liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the License, the information and any other information supplied by or on behalf of Railway/IRCTC or otherwise arising in any way from the selection process of the License.

**c.** The issue of this Document does not imply that IRCTC is bound to select the Bidder or to appoint the Selected Bidder. IRCTC reserves the right to reject any or all of the Bids submitted in response to this Bid Document at any stage without assigning any reason whatsoever. IRCTC also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who have submitted the Bid.

**d.** IRCTC reserves the right to change/ modify/amend any or all of the provisions of this Bid Document at any stage.

**e.** Each Bidder's acceptance of delivery of this Tender constitutes its agreement to, and acceptance of the terms set forth in this Disclaimer. By acceptance of this Tender, the recipient agrees that this Tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.

## BID NOTICE AND INSTRUCTIONS TO TENDERERS

Group General Manager (Procurement) IRCTC, New Delhi invites Limited e-Tender from the Agencies empanelled with IRCTC as on date of opening of the Bid for award of license for **"Provision of onboard Catering Services in Special Trains Introduced As Gradual Resumption Of Selected Passenger Services By IR During Covid-19 Pandemic having pantry car / Mini pantries in partial /complete unbundling model for a period of 90 Days only.**

1. This Tender Document can only be viewed http://www.tenderwizard.com/IRCTC and will be submitted/ received online at http://www.tenderwizard.com/IRCTC only**.**
2. To participate in the E-Tender, it is mandatory for the bidders to register themselves with M/s ITI. A detailed procedure for bidding is placed at www.tenderwizard.com/IRCTC.
3. Each bid document is valid for only one train. Separate Bid documents including financial bids should be submitted for different trains.
4. Digitally signed Financial Bid at Annexure B will be considered as confirmation that the bidder has read, understood and accepted all the conditions and documents enclosed and referred to in this Tender Document.
5. The prospective bidder voluntarily agree to the exclusive jurisdiction of courts situated at New Delhi by submitting the bids.
6. No other court except courts at New Delhi only have jurisdiction to resolve dispute arising out of bid document.
7. However the successful bidder will be required to sign on all pages or digitally sign of the tender document and submit along with Letter of Acceptance and Security Deposit. The signed Tender document will form part of the Agreement to be signed by licensee with IRCTC upon commencement of services.
8. The E-tender is not transferable.
9. The intending tenderers are advised to study the E-tender conditions of this License and make themselves conversant with the contents as these shall govern this License and shall form an integral part thereof.
10. Bidder will take all necessary actions to evaluate risk and cost involved in the operation and IRCTC will not be responsible for payment of any compensation on this account.
11. Tenderers are also suggested that they should visit and understand the ground conditions and business potential , before submitting their bid(s).
12. For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at **tenderwizard.com helpdesk no.** 011-49424365 or cell no. 08800115628/08076206940

Applicant may or may not be present physically at the place of tender opening as the whole tendering process is online and the tender status is available

at http://www.tenderwizard.com/IRCTC . However applicants may be present to oversee the opening of Financial Bid if so desired.

## FOLLOWING GUIDELINES ARE TO BE STRICTLY ADHERED IN REGARDS TO COVID-19 PANDEMIC

1. To not sell any expiry / outdated item.
2. To dispose off the catering waste strictly as per railway guidelines.
3. To use mask and gloves all the time.
4. To freely and frequently wash hands and use sanitizer
5. To encourage cashless payment.
6. To keep sufficient change to avoid any issue.
7. To ensure safe distance from passengers and among themselves.
8. To readily issue bills through POS.
9. Vendors should be directed to generate good response from passenger.
10. Complaints must be avoided.
11. All Managers and Vendors on train must activate **"Aarogya Setu"** app on their mobile.

General guidelines regarding Food License, Medical of staff, labour laws, travelling authority, waste disposal etc is to be followed, in coordination with IRCTC Zonal offices

**Annexure-A**

**DELETED AND MERGED WITH ANNEXURE-B**

**FINANCIAL BID (to be filled online only)** **Annexure 'B'**

**Group General Manager/Procurement**
**Indian Railway Catering and Tourism Corporation Ltd.**
**11th /12th Floor, Statesman House,**
**148, Barakhamba Road**
**New Delhi-110 001.**

Dear Sir,

**Subject: On-line submission of bids for operation and Management of onboard catering services in Special Trains Introduced As Gradual Resumption Of Selected Passenger Services By IR During Covid-19 Pandemic having pantry car / Mini pantries in partial /complete unbundling model for a period of 90 Days only.**

a. I / We have read the general guidelines and bid document attached hereto containing the Terms and Conditions and agree to abide by such conditions. I / We offer the Bid for operation and provision of onboard catering services in subject train for above mentioned period in the attached schedules and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of license. I/We understand that the license is for above mentioned period with provision for extension for operational requirement at the sole discretion of IRCTC . I/We understand that licensee shall be bound to manage the services in exigencies on payment of pro-rata License fee plus applicable taxes
b. I / We hereby understand that the submission of offers / bids does not guarantee allotment of license for operation and provision of onboard catering services in trains. I/We shall vacate and handover the possession of railway property (Pantry car etc.) to IRCTC/Railway administration as and when advised by IRCTC. IRCTC's decision in this regard shall be final and binding.
c. I / We further understand that in case of any information submitted by me / us being found to be incorrect, IRCTC will have the right to summarily reject the bid, cancel the license or revoke the same with forfeiture of SEMD and license fee including debarment for a period of 3 (three) years at any time without assigning any reason whatsoever.
d. I/We agree to submit all disputes arising out of or in connection with this bid document to the exclusive jurisdiction of courts at New Delhi only.
e. I/We understand that In case of acceptance of Bid by the IRCTC, I / we bind myself / ourselves to execute the license agreement awarded to me / us and to commence the work as per the conditions of license failing which, I / We shall have no objection for forfeiture of the full Standing Earnest Money Deposit (SEMD). Deposited by us with IRCTC, New Delhi in addition to other penalties specified under the terms of license and 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.
f. 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.
g. 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 one year besides forfeiture of SEMD or any other deposit with IRCTC.

h. I / We do hereby confirm that I / We have the necessary authority and approval to submit this bid for award of license for operation and provision of catering services in special trains introduced as gradual resumption of selected passenger services by ir during covid-19 pandemic having pantry car / mini pantries in partial /complete unbundling model. I / We understand that the status of empanelment of a firm as on date of opening of bid shall only be taken in to consideration for qualifying the bid

i. 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

j. I/We understand that IRCTC reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.

k. Minimum amount of License Fee payable for **one round trip.**

My/Our quotation is as under: -

| **SN** | **Train No.** | **Train Name** | **Minimum License fee Exclusive of GST for one round trip** | **Quoted License fee Exclusive of GST for one round trip** | |
|---|---|---|---|---|---|
| | | | | **In Figures (Rs)** | **Rs. In Words** |
| **1** | 09227-28 | MMCT-INDB Duronto Special | 330 | | |
| **2** | 02045-46 | CDG-NDLS Shatabdi Special | 1380 | | |
| **3** | 06029-30 | MAS-CBE Shatabdi Special | 1710 | | |

Note:

- **License Fee Payment Schedule:- <u>The above quoted License fee is to be deposited by the successful bidder at the time of award or within two days of license and acceptance for first 30 (Thirty days). Further on the 25( twenty fifth day)The next installment of another 30 (thirty) days is to be deposited and so on.</u>**
- Bids with offer of license fee which is less than the minimum license fee shall be summarily rejected.
- In case of discrepancy in the amount quoted in figure and words, the amount quoted in words will be taken into consideration.
- Goods & Service tax{GST} is payable extra as per applicable rates.

## A. GENERAL INFORMATION

1. References:

1.1 Financial Bid format is placed at Annexure 'B' (To be filled online only)
1.2 Details of train No. with composition, frequency and route are placed at Annexure C.
1.3 Specifications of uniforms to be used by pantry car staff is placed at Annexure G.
1.4 Specifications of compartmentalized bio degradable tray – Annexure H
1.5 Established complaints and penalties to be imposed – Annexure I.
1.6 Details of sponsored material with supply rates is placed at Annexure K
1.7 Agreement towards Waiver under Section 12(5) and Section 31-A (5) of Arbitration and Conciliation (Amendment) Act at Annexure L

## 2. SCOPE OF WORK

| 2.1: **Provision of Catering Services** | | |
|---|---|---|
| 2.1.1 | Service of standard meals (Breakfast, Lunch & Dinner) in unbundling model. | **DELETED** |
| 2.1.2 | Sale of Janata khana & al-a-carte items. | **DELETED** |
| 2.1.3 | Sale of Proprietary items of approved brands. | The licensee is allowed to sell approved brands of proprietary items viz., soft drinks, biscuits, Namkeens, chocolates etc. inc luding Ready to Eat Meals (RTE),. The sale of all such PAD items shall be strictly as per MRP. During the tenure of license new brands may be added to the approved list and the licensee shall be allowed to sell the same. Some of the items in the approved list may be banned or delisted due to complaints or any other reason and licensee shall stop selling such products from the date of communication of such delisting or ban. The list of approved brands is updated in IRCTC's website www.irctc.com and the licensees shall follow the updated list as available in the website. **It shall be noted that sale for freshly cooked food such as loose Dal, Rice, Chapati, Curry, Samosa, Pakoda etc. is strictly prohibited.** |
| 2.1.4(a) | 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 distributing 'Rail Neer' to the passengers. Present approved MRP of 'Rail Neer' (1000 ml) is Rs.15/- per bottle.<br>Details of Rail Neer supply for this train, for both directions, are as under: - |

| Station | Contact details of the concerned control office | | |
|---|---|---|---|
| NDLS, NZM, DLI, ANVT, DEE, LKO, BSB, ALD, CNB, GKP, LJN | North Zone Control | controlnorthzone@irctc.com | 011-23322147 |
| PNBE, MFP, DBG, GAYA, MGS, DHN, RJPB, SPJ, BJU | East Zone Control | controleastzone@irctc.com | 033-26381743 |

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<tr><td>CSTM, DR, LTT, PA, PNWL, DD, NGP, BCT, BDTS, ST, BRC, JBP</td><td>West Zone Control</td><td>controlwestzone@irctc.com</td><td>022-22632484</td></tr>
<tr><td>MAS, MS, MDU, TPJ, SA, CBE,ED, TVC, ERS, SBC, YPR</td><td>South Zone Control</td><td>controlsouthzone@irctc.com</td><td>044-28365031</td></tr>
<tr><td>BZA, TPTY, RU, BSP, R</td><td>South Central Zone Control</td><td>controlsouthcentralzone@irctc.com</td><td>040-27800648</td></tr>
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</td></tr>
<tr><td>2.1.4(b)</td><td>Rates for supply of Rail Neer</td><td>Rail Neer to the Licensee will be provided by IRCTC as per applicable rates.<br><br>The above rates are subject to change from time to time as revised by IRCTC.</td></tr>
<tr><td>2.1.4(c)</td><td>Supply of Rail Neer</td><td>In case of non availability/ inadequate supply of Rail Neer by IRCTC: -<br>Licensee will be permitted to sell packaged drinking water of approved brands from time to time for which he should inform IRCTC Central or Zonal Control offices, as the case may be, before the departure of the train. E-Mail IDs of IRCTC Control offices are : -
<table>
<tr><td>Central Zone Control</td><td>centralcontrol@irctc.com</td><td>011-23345300</td></tr>
<tr><td>North Zone Control</td><td>controlnorthzone@irctc.com</td><td>011-23322147</td></tr>
<tr><td>East Zone Control</td><td>controleastzone@irctc.com</td><td>033-26381743</td></tr>
<tr><td>West Zone Control</td><td>controlwestzone@irctc.com</td><td>022-22632484</td></tr>
<tr><td>South Zone Control</td><td>controlsouthzone@irctc.com</td><td>044-28365031</td></tr>
<tr><td>South Central Zone Control</td><td>controlsouthcentralzone@irctc.com</td><td>040-27800648</td></tr>
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<tr><td>2.1.5</td><td>Procedure for supply of Breakfast, Lunch and Dinner in unbundling model from nominated kitchens.</td><td>DELETED</td></tr>
<tr><td>2.1.6</td><td>Supply of Std. Lunch/Dinner in prescribed Qtys at prescribed rates from nominated kitchens in unbundling model.</td><td>DELETED</td></tr>
<tr><td>2.1.7</td><td>Non availability of IRCTC nominated kitchens in the route of the train</td><td>DELETED</td></tr>
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<tr><td>2.1.8</td><td>Services in exigencies.</td><td>At such instances, the licensee shall inform the IRCTC zonal control offices regarding the non-pickup of meals to concerned Zone as the case may be as under:-
<table>
<tr><td>Central Zone Control</td><td>centralcontrol@irctc.com</td><td>011-23345300</td></tr>
<tr><td>North Zone Control</td><td>controlnorthzone@irctc.com</td><td>011-23322147</td></tr>
<tr><td>East Zone Control</td><td>controleastzone@irctc.com</td><td>033-26381743</td></tr>
<tr><td>West Zone Control</td><td>controlwestzone@irctc.com</td><td>022-22632484</td></tr>
<tr><td>South Zone Control</td><td>controlsouthzone@irctc.com</td><td>044-28365031</td></tr>
<tr><td>South Central Zone Control</td><td>controlsouthcentralzone@irctc.com</td><td>040-27800648</td></tr>
</table></td></tr>
<tr><td>2.1.9</td><td>Service in late running of trains</td><td>If the train does not reach the nominated stations by 13.00 hrs / 20.00 hrs for Lunch /Dinner respectively onboard licensee shall make own arrangement for service to the passengers with prior intimation to kitchen licensee and IRCTC control offices. These meals include only approved packed items and RTE</td></tr>
<tr><td>2.1.10</td><td>Additional license fee for the meals supplied by onboard licensee in late running / exigencies</td><td>DELETED</td></tr>
<tr><td>2.1.11</td><td>Payment of charges for meals picked up from IRCTC Static Units</td><td>DELETED</td></tr>
<tr><td>2.1.12</td><td>Failure to make payment of charges to the kitchen licensee</td><td>DELETED</td></tr>
<tr><td>2.1.13</td><td>Limited cooking in pantry car</td><td>Except or otherwise provided in this Document and/or the License Agreement, the Licensee shall avoid cooking in the Train pantry car,</td></tr>
<tr><td>2.1.14</td><td>Ban on vending /sales by onboard licensee staff in Railway stations/platforms</td><td>The vendors of the Licensee are only permitted to do catering services on board in the trains between 06.00 to 22.00 hrs. The Licensee shall ensure that the staff/vendors deputed by him are not indulging in any kind of vending/hawking/canvassing on platforms of the stations.</td></tr>
<tr><td>2.1.15</td><td>Railway/IRCTC's right to operate static units</td><td>IRCTC /Railway reserves the right to operate departmentally/licensee run static catering units selling food items, ala-carte items, PAD items etc. at stations and also allow certain number of Vendors for each stall to do platform vending on various platforms at the stations, wherein passengers are at liberty to purchase from any of these catering stalls/platform vendors. However such platform vendors do not enter in to the coaches.</td></tr>
<tr><td>2.1.16</td><td>E-catering services in trains</td><td>IRCTC may allow reputed brands / vendors in various stations for provision of food through e-catering; Passengers of the trains for which license is awarded shall have the option to book their</td></tr>
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| | | food through e-catering and e-catering vendors are authorized to supply pre-ordered meals in the trains if allowed by IRCTC |
| 2.1.17 | Changes in Menu, Tariff: | **DELETED** |
| 2.1.18 | Ensuring availability of Affordable food to passengers. | The Licensee should ensure that adequate quantities of approved RTE meals, and other affordable items are available in the train |
| 2.1.19 | Carrying of food articles in train | (a) The Licensee shall ensure that the catering staff shall not keep any food article on the floor of the Train coach.<br>(b) The Licensee shall ensure that the catering staff shall not carry any food item in their pockets/card boxes/mineral water cartons, etc. and only food grade container should be used for these purposes.<br>(c) Further stocking of food items including PAD items viz., PDW, Soft drinks etc., in places other than the provision given in the pantry car is strictly prohibited.<br>(d) Stocking of food packets and PAD items viz., packaged drinking water, soft drinks, biscuits etc., in train toilets shall attract termination of license.<br>(e) In order to avoid carrying of excess stocks in the trains the licensee shall have proper tie-up arrangements with suppliers at en-route stations for recoupment of the stocks of PAD items. |
| 2.1.20 | Use of potable water for preparations | Only branded potable water shall be used for hot water in pantry car. Use of overhead tank water is strictly prohibited. |
| 2.1.21 | Revision of tariff | **DELETED** |
| 2.1.22 | 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. |
| 2.2 | **License Fee** | |
| 2.2.1 | Payment of LF | In consideration of the award of the License, the Licensee shall be liable to pay License Fee to IRCTC which shall normally be more than minimum license fee and highest among the offers received by IRCTC. The License fee shall be payable in advance **in terms of Annexure B.** |
| 2.2.2 | Schedule of Payment of LF | Quoted LF plus applicable GST fo shall be paid by the licensee within 2 days of issuance of Letter of Award along with acceptance. There is no provision for delayed payment and failure to pay as per the schedule shall be treated as 'default' and action shall be taken in accordance with the tender conditions.<br><br>**Payment schedule as per Annexure-B.** |

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| 2.2.3 | Change in LF due to change in composition of the train and/or increase / decrease in frequency of the train. | The Railway/IRCTC reserves the right to make any changes in the train schedules. In case of any changes that may take place in the train schedules including increase/decrease in frequency of the train or train composition the license fee payable to the IRCTC shall be varied based on the re-assessment of sale from the date of such change. IRCTC's decision in this regard shall be final and binding. |
| 2.2.4 | Management of OBCS in trains to be introduced with integrated / lie over rake | On introduction of new train with the lie over rake of the existing train the licensee shall manage the OBCS by the new train on payment of additional proportionate license fee which shall be in the same ratio of QLF:MLF of the tendered trains |
| 2.2.5 | Detachment of pantry car from existing pantry car trains | Railway/IRCTC may decide to detach pantry car from the train and from the date of such detachment this license shall be terminated and the Security deposit and balance portion of the prepaid license fee shall be refunded subject to clearance of all outstanding by the licensee. |
| 2.2.6 | Payment of taxes, statutory dues, etc. | The Licensee is responsible for collection of stipulated tariff for the items sold to the passengers duly presenting GST invoice generated through PoS machines with pre-loaded soft ware. The Licensee is also responsible to pay all taxes, statutory dues to the authorities concerned. IRCTC shall not accept any responsibility in this regard. |
| 2.2.7 | Recovery of outstanding dues | Notwithstanding anything contained in this bid document, the IRCTC shall be at liberty to recover any payments /outstanding dues including penalties against the Licensee from the Security Deposit provided by the Licensee after which IRCTC shall communicate to the Licensee of the deduction from the Security Deposit. |
| **2.3** | **Up-Gradation of Services.** | |
| 2.3.1 | Staff Uniform | The licensee shall provide distinctive uniform comprising of trouser, Shirt, Cap, Shoes, white hand gloves,mask and aprons to the service staff. For winter suitable pullover/coat is to be provided. The colour of shirt, trouser, apron, pullover/ coat shall be as per the specifications placed at **Annexure G**. Service staff must serve in full uniform from the date of commencement of services. One set of uniform except shoes and cap is not to be used for more than 24 hrs.<br>(i) To ensure change of apron two different colours of aprons are to be used. Licensee shall provide two aprons of different colours per day to the service staff. One apron shall be put on for Morning Tea, Breakfast and Lunch and apron of different colour shall be worn for evening tea and Dinner. However color of apron for all service staff at a time shall be same. |

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| | | (ii) Each service staff must have Name plate, No tips badge. ID card must always be available with the service staff. |
| 2.3.2 | Use of Bio-degradable packaging | **DELETED** |
| 2.3.5 | Point of Sale (PoS) Hand held device for Billing | Atleast **12 PoS machines** for each rake shall be made available in the train 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 E- payment apps/ WALLETS . Information of daily sales with bifurcation of digital sales and cash sales to be intimated to control office on daily basis and audited sales statement to be submitted to IRCTC zonal office on monthly basis. 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. |
| 2.3.6 | Use of Coloured Service trays & Containers | Green & Red colored service trays shall be used for service of Veg and Non-Veg meals respectively. Similarly Green and Red coloured containers shall be used for carrying for sale or storing of veg and N-veg food packets respectively. |
| 2.3.7 | Passenger Complaints | In cases of established passenger complaints, the penalty shall be imposed as per **Annexure I** |
| 2.3.8 | Supply of sponsored material by IRCTC | On getting sponsorship for various items, IRCTC may supply sponsored disposable and other service material to be used for providing onboard catering services in the train. These items are paper cups, tray mats, menu cards, thermos flasks, paper napkins etc. Convenience charges on account of supply of sponsored items shall be paid by the licensee, as per charges mentioned in Annexure **K**<br>The above sponsored material will be supplied at IRCTC Base kitchen, New Delhi |
| 3 | **Tenure of License.** | |
| 3.1 | Period of License & Agreement | The tenure of this License shall be as mentioned above from the date of commencement of services. Any extension shall be purely on operational compulsions at the sole discretion of IRCTC and licensee shall manage the services as per the existing terms and conditions on payment of pro rata license fee. 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 |

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|---|---|---|
| | | the prescribed format & advance license fee within 2 days from the date of LOA. . Services should be commenced within 2 days from the date of payment of license fee., The licensee shall submit copies of agreements signed with en-route kitchen licensees before commencement of services. Failure of the successful Bidder to adhere to the above 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 | **DELETED** |
| 3.4 | Exit by Licensee | **Licensee may exit from the license giving 30 days notice period. License fee equivalent to 3% of value for contract period will be forfeited.** |
| 3.5 | Exit by IRCTC | IRCTC may exit from the license at any time after commencement of services in which case the balance proportionate license fee will be refunded after adjusting outstanding if any. |
| 3.6 | Termination of license for poor performance | Notwithstanding anything contained above the IRCTC may terminate the license **and debar the license for the period of one year** for poor performance, breach of terms and conditions of the license, nonpayment of license fee as per schedule and nonpayment of charges of meals supplied in unbundling model by giving one day notice. |
| 3.7 | Exit by licensee without notice | Being a short term contract License cannot exist within duration of contract. In case of exit by licensee during contract period, all deposits will be forfeited including license fee besides debarment for a period of one year. |
| 4 | **Travel of licensee staff by trains** | |
| 4.1 | Travel authority | To enable the Licensee to perform Onboard Catering services on Train Railway/IRCTC shall authorize subject to maximum no of vendors as provided in CC 60 of 2010 to travel in prescribed uniform on the train from end to end by giving them travel authority. The PCM of the Licensee shall carry such travel authority along with their photo identity cards issued to them by the Licensee and medical fitness certificates obtained from Railway doctor or any authorized doctor. |

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| 4.2 | Bona-fide travel by the Licensee's staff | The Licensee shall not permit anyone except the bona-fide staff of the Licensee to travel in the Pantry car / Train and ensure that the staff shall not carry in the Train any article of any description other than those required for the fulfillment of the obligations contained herein.<br><br>The staff of the licensee shall carry valid travel authority, Identity card issued by the licensee and medical fitness certificate to be issued by the Railway on the request of the Licensee. The Licensee shall ensure that the photo identification card of the staff should be duly attested by the Railway/IRCTC |
| 4.3 | Misuse/ Loss of travelling authority | In the event of loss of travelling authority the Licensee shall immediately report such loss to the nearest Station Master and to the IRCTC/Railway administration.<br><br>It is clarified that the cost, penalties, etc. as may be prescribed by the Railway/IRCTC from time to time for misuse/loss/non - possession of traveling authority by the Licensee and/or its staff shall be borne by the Licensee. |
| 5. | **Security Deposit** | |
| 5.1 | **Payment of Security Deposit** | **DELETED** |
| 5.2 | **Forfeiture:** | In the event of failure of payment of license fee or any other charges payable to the IRCTC/Railway, IRCTC will be at liberty to forfeit Earnest Money/SEMD deposited at the time of empanelment and discontinue the contract forthwith without prejudice to any rights of IRCTC and to cancel the allotment and also debar licensee from participating in tender of IRCTC for one year. |
| 5.3 | **Special Security Deposit as security for the value of meals supplied in unbundling model** | **DELETED** |
| **6** | **Display / Sale of approved items.** | |
| 6.1 | Display of menu and tariff, etc. | . **DELETED** |
| 6.2 | Display of tariff in food packets, Tea/ Coffee urns | **The Licensee will ensure display of MRP and quantity of Tea/Coffee on Tea/Coffee urns.** |
| 6.3 | Sale of items with the IRCTC approval | The Licensee shall not sell the items other than those approved by the Railway/ IRCTC. Sale of unapproved items if detected, the IRCTC or its authorized representative/official may seize such items and dispose off as per policy in addition to any penalty to be imposed for such contravention. |

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| 6.4 | Ban on sale of certain products | The Licensee shall not sell/distribute tobacco products, wine, beer or any other alcoholic drink or any other item prohibited by law on the Train. Further, the Licensee shall not use beef/pork in any form in any food items that shall be served to the passengers travelling on the Train. |
| 7 | **Compliance of FSSAI Act and other statutory laws** | |
| 7.1 | FSSAI | The Licensee shall be responsible for compliance with applicable laws such as 'Food Safety and Standards Act, 2006 or any other amendments thereto. |
| 7.2 | Tax laws | The Licensee shall be responsible for compliance with applicable laws such as GST, provident fund, labour laws or any other applicable taxes. |
| 7.3 | Labour laws | The Licensee shall comply with the provisions of all labour legislations' including the requirements of:<br>- Payment of Wages Act<br>- Employees' Compensation Act<br>- Shops & Establishment Act<br>- PF & ESI Acts<br>- Child Labour (Prohibition and Regulation) Act, 1986.<br>- Contract Labour(R&A) Act, 1971<br>- Minimum Wages Act, 1948.<br>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. |
| 7.4 | No unlawful/illegal activity | The Licensee and/or its staff shall not carry on any unlawful, immoral or illegal activity in the Train or at the station(s). It is clarified that if the Licensee suffers any loss or damage on account of the Licensee being restrained by the Railway/IRCTC or any other competent authority for indulging in such illegal activities or any contravention of any law, the Licensee shall not be entitled to any compensation whatsoever |
| **8** | **Utensils / Service ware and washing** | |
| 8.1 | 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 on the Train will be of good quality.<br>(b) The Licensee shall ensure that the containers, thermal urns etc., are washed and cleaned with clean water and standard quality detergent soaps at originating and terminating stations and during the journey in the cleaning facilities provided in the pantry car only |

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| 8.2 | Prohibition of washing of Containers and Urns in coaches | Washing of containers and urns in coaches or toilets is strictly prohibited. Any incident of such activity shall be treated as breach of tender conditions and would attract penalty including termination of contract. |
| **9** | **Garbage Disposal** | |
| 9.1 | Provision of Garbage bins in the vestibules of the coaches | Garbage bins duly provided with dark polythene covers should be placed in between every two coaches for the convenience of the passengers for disposing used paper cups, paper plates, used al casseroles etc., |
| 9.2 | Collection of the used paper cups etc., | The service staff should collect back the used paper plates etc., from the passengers and place in the Garbage bins |
| 9.3 | Disposal at nominated stations | The polythene covers filled with Garbage should be handed over to the concerned staff / agency at nominated stations. |
| **10.** | **Record keeping, Information sharing and Compliance of Instructions.** | |
| 10.1 | Maintenance of proper records | The Licensee shall maintain proper and full records viz., accounts, vouchers, bills, tax, etc. pertaining to Onboard Catering services and make it available for inspection by the Railway/IRCTC to ascertain the Gross Sales Turnover. |
| 10.2 | Attendance Register | The Licensee shall maintain the attendance register of all the catering staff. The attendance register shall clearly mention the designation of the staff like manager, waiter, vendors etc., |
| 10.3 | 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 |
| 10.4 | 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. |
| **11** | **Monitoring & Inspections by IRCTC/Railway Officers & Inspectors** | |
| 11.1 | Monitoring of services by IRCTC Supervisors | The Onboard services, production units and material shall be continuously monitored by IRCTC supervisors and the licensee's staff should comply with any suggestion/corrective action with respect to services |
| 11.2 | Monitoring by IRCTC / Control office | On receipt of telephonic/SMS complaints/ twitter complaints etc from the travelling public IRCTC control office will communicate the same to licensee and licensee should take immediate corrective action. |
| 11.3 | Inspections by IRCTC/ Railway officers | The Railway/IRCTC reserves right to inspect the production and service to verify the compliance of tender conditions |
| 11.4 | Inspection of Static Catering Units etc. by Food/Health Inspectors | . **DELETED** |

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| 11.5 | Test/Inspection of food samples, etc. by IRCTC | The Railway/IRCTC reserves the right to get the food samples/raw materials collected and tested at approved laboratories at the cost of the Licensee.<br>The Railway/IRCTC shall have the right to inspect/check the services provided by the Licensee for reviewing its standards, quality and variety of food items of the Licensee at any time and may authorize any person or agency for this purpose to assess the performance of the Licensee. In case of unsatisfactory performance or complaint of any nature, the IRCTC will be entitled to initiate the suitable action against the Licensee including termination of this Agreement as per the terms and conditions of this Agreement. |
| 11.6 | 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 based on the gravity of such deficiency. The penalty may include termination of agreement for deficiencies and poor performance. |
| **12** | **Right of User only** | The Licensee will only provide the catering services on the train and will have the right of user only on license basis. The staff/vendors engaged by the Licensee in discharge of the obligations under this License including rendering services on trains are not entitled for any employment by or within IRCTC. Photo identity cards to the staff/vendors should be issued by licensee as per the procedure in vogue in concerned zonal Railways. |
| **13** | **Provision of suggestion/complaint book** | The Licensee shall carry a suggestion/complaint book in which passengers can register their suggestions/complaints without any difficulty. This suggestion book shall be serially numbered and pre-authenticated by IRCTC. |
| **14** | **Licensee's Staff** | |
| 14.1 | Presence of Licensee/authorized Manager. | The Licensee or a duly authorized and competent Manager appointed and paid by the Licensee shall remain available at both originating and terminating stations of the Train or at the location mutually decided between the parties for ease of administration of performance of license to the satisfaction of IRCTC. 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 on monthly basis. |
| 14.2 | Details of Staff Engaged | Licensee shall be required to submit the details of the staff engaged by him for the provision of services on monthly basis to IRCTC. The details of employee shall include Name, Adhaar No., Saving Bank A/C no., EPFO No., Group Insurance no., PAN Card no., Mobile no.<br>In addition to above, licensee will also be required to submit copy of printed salary slips paid to the employees along with the bank details indicating the deductions and net salary payable, as per advice of IRCTC. |

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| 14.3 | Qualifications of Licensee's staff | All Catering staff engaged by the Licensee shall gradually be qualified/certified to meet the following requirement.<br><br>**In-charge**: Shall be minimum 12th Pass with Diploma in Hotel Management or Diploma in F&B Services from a Govt. recognized Catering Institute or should be certified in National Skill Qualification Framework (NSQF) Level 6 aligned Job role mandated by Ministry of Skill development and Entrepreneurship Govt of India: Qualification Pack- Asstt. Catering Manager (THC/ Q5901). Should have minimum 02 years of work Experience in supervisory capacity in Catering Operations.<br><br>**F&B Service staff:** shall be minimum 8th Pass with diploma/ craft course in F&B Service or should be certified in National Skill Qualification Framework (NSQF) mandated by Ministry of Skill development and Entrepreneurship level 4 aligned job role: Qualification Pack- Food & Beverage Services-Steward (THC/Q0301) or should have certification in F&B Service under various Govt. scheme such as Capacity Building programmes, HSRT, PMKVY scheme etc. Should have minimum 12 months experience in Food & Beverages Service operations. |
| 14.3(a) | Registration in Karamchari Kalyan Portal | The service provider is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railway General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. The Manpower service provider shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:<br><br>1. Licensee shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Nominated nodal officer of IRCTC shall approve the contractor's registration on the portal within 7 days of receipt of such request.<br><br>2. Licensee once approved by nodal officer, can create password with login ID (PAN.No.) for subsequent use of portal for all LoAs issued in his favour.<br><br>3. The Licensee once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned nodal officer. Acceptances LoA for approval of concerned nodal officer. The concerned nodal |

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| | | officer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.<br><br>4. After approval of LoA by nodal officer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on sharmikkalyan portal on monthly basis.<br><br>5. It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after wage period.<br><br>While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee/ Security deposit', contractor shall submit a certificate to the Corporation/concerned nodal officer that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till_____Month,_____Year."<br><br><u>THE STAFF ENGAGED FOR SERVICE AGAINST WHOM MEDICAL CERTIFICATES AND TRAVELLING AUTHORITY HAVE BEEN ISSUED TO LOGGED/REGISTERED IN KARAMCHARI KALYAN PORTAL AS MENTIONED ABOVE.</u> |
| 14.4 | Conduct / character certificate | The licensee shall not in any capacity employ any person of bad character or any person, whose conduct is not certified by the Police Authorities/MP/MLA/MLC/ Councilor/ Gram Panchayat/ Sarpanch/1st Class Magistrate / Gazetted Officer and shall issue an appointment certificate (signed by the Licensee) which shall contain a photograph of the employed with his or her left/right hand thumb impression affixed thereon in Printer's ink which he will carry with him/her while on duty. The expenses for such verification are to be borne by the Licensee. |
| **15** | **Audit Rights** | |
| 15.1 | 3rd Party audit by Railway/IRCTC | 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.<br>b) IRCTC shall have the right to audit particular performance records of the Licensee including payment records, etc.<br>c) In the event that any audit by IRCTC reveals any discrepancy as determined by Railway / IRCTC the same would then be communicated in writing to the Licensee; who shall be under obligations to comply with the audit results/directions of Railway/IRCTC in time bound manner. |

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| | | Licensee should comply with the short term / long term recommendations of the external audit agency in time bound manner. |
| **16** | Indemnity by contractors | The licensee shall at all times indemnify and save harmless the IRCTC from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the IRCTC by reason of any act or omission of the licensee, his agents or employees, in rendering services under the license or in his guarding of the same. |
| **17.** | Jurisdiction of courts: | The agreement shall be subject to the exclusive jurisdiction of the courts at Delhi only. |
| 18 | **INFRASTRUCTURE FOR PRODUCTION AND DISTRIBUTION** | |
| 18.1 | Adequate infrastructure | Since the storage space is limited in trains licensee should carry the PDW, Beverages and PAD times in limited quantities and should have arrangement for procurement / recoupment in en-route stations.<br>Stocking / storage of any item in toilets or in any area causing inconvenience to travelling public is strictly prohibited and any such incident shall be treated as breach of contract and relevant penal action will be taken |
| 18.2 | Kitchen Infrastructure | **DELETED** |
| 18.3 | Provision of Food safety supervisors in Licensee managed kitchens | . **DELETED** |

**Annexure C**

| 1. Detail | | |
|---|---|---|
| Train No. | **09227-28, MMCT-INDB Duronto Special** | |
| Frequency | **09227– Ex- MMCT (THU)**<br>**09228- Ex- INDB (FRI)** | |
| Running Between | Ex- **MMCT**<br>Dep: 2300 hrs<br>Arr: 0820 hrs | Ex-**INDB**<br>Dep: 2100 hrs<br>Arr: 1020 hrs |
| Via | ST, BRC, RTM, UJN | |
| Composition | LFAC-01, LACCW-02, LACCN-08, LWCB-01, LWLRRM-02= 14 COACHES | |

| 2. Detail | | |
|---|---|---|
| Train No. | **02045-46, CDG-NDLS Shatabdi Special** | |
| Frequency | **02045- Ex- NDLS (Except- WED)**<br>**02046- Ex-CDG (Except- WED)** | |
| Running Between | Ex- **NDLS**<br>Dep: 1915 hrs<br>Arr: 1530 hrs | Ex-**CDG**<br>Dep: 1215 hrs<br>Arr: 2235 hrs |
| Via | UMB, | |
| Composition | LWFCZAC-01, LWSCZAC-09, LWLRRM-02= 12 COACHES | |

| 3. Detail | | |
|---|---|---|
| Train No. | **06029-30, MAS-CBE Shatabdi Special** | |
| Frequency | **06029- Ex- MAS (Except- TUE)**<br>**06030- Ex-CBE (Except- TUE)** | |
| Running Between | Ex- **MAS**<br>Dep: 0710 hrs<br>Arr: 2215 hrs | Ex-**CBE**<br>Dep: 1505 hrs<br>Arr: 1415 hrs |
| Via | KPD, SA, E | |
| Composition | LWFCZAC-01, LWSCZAC-07, LWLRRM-02= 10 COACHES | |

**Annexure D**

# DELETED

**B- GENERAL CONDITIONS OF LICENSE**

## SECTION – ONE

## GENERAL PROVISIONS

### 1. DEFINITIONS

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| IRCTC | Shall mean 'Indian Railway Catering and Tourism Corporation Ltd.', a Government Company incorporated under Companies Act 1956. |
| License fee | As Defined in article – 2.1 – Section Two |
| 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 Delhi only |

## 2. FINANCIAL TERMS AND CONDITIONS

| | | |
|---|---|---|
| 2.1 | Security Deposit | **DELETED** |
| 2.2 | Special Security Deposit | **DELETED** |
| 2.3 | Refund of Security Deposit | **DELETED** |
| 2.4 | Refund of special Security Deposit | **DELETED** |
| 2.5 | Maintenance of record of gross sales turn over | Licensee will be required to maintain proper record of sales to ascertain the Gross Sales Turnover (Including Tax) and make it available for inspection by IRCTC. |
| 2.6 | Payment of other charges by the Licensee | The Licensee shall pay his other charges such as conservancy and municipal taxes etc. on actual cost basis as and when they are due to the appropriate authorities. In case of default, in payment of any dues, IRCTC reserves the right to recover the pending amount by deducting it from the Security Deposit/any other amount payable to the licensee. It will also charge an interest of 12% per annum for the number of days in default until the balance pending payments are cleared. |
| 2.7 | Recovery of outstanding amount | IRCTC reserves the right to recover any outstanding dues from the licensee by adjusting the same against any amount/security of the licensee or any amount payable to the licensee either under this contract or any other contract. |
| 2.8 | Mode of payment o f SD . | **DELETED** |

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| 2.9 | Mode of payment of License fee | License fee shall be payable through Demand Draft/Banker's Cheque/RTGS/NEFT drawn in favour of Indian Railway Catering and Tourism Corporation Limited.<br>NEFT/RTGS detail as under -<br>**NEFT/RTGS detail of concerned zones is as under –** |

**1. North Zone**

| | |
|---|---|
| Account Name | Indian Railway Catering & Tourism Corporation Ltd. |
| Account Number | 00030310005433 |
| Account Type | Current |
| Bank Name | HDFC BANK |
| Branch | 209-214, KAILASH BUILDING 26, KASTURBA GHANDHI MARG, NEW DELHI -1100001 |
| IFSC Code | HDFC0000003 |
| | ****Cheques Will not be accepted** |

**2. East Zone**

| | |
|---|---|
| Account Name | Indian Railway Catering & Tourism Corporation Ltd. |
| Account Number | 012102000012193 |
| Account Type | Current |
| Bank Name | IDBI Ltd. |
| Branch | Park Street , Kolkatta |
| IFSC Code | IBKL0000012 |
| | ****Cheques Will not be accepted** |

**3. South Central Zone**

| | |
|---|---|
| Account Name | Indian Railway Catering & Tourism Corporation Ltd. |
| Account Number | 00210350000387 |
| Account Type | Current |
| Bank Name | HDFC Bank |
| Branch | Lakdikapul, Hyderabad |
| IFSC Code | HDFC0000021 |
| | ****Cheques Will not be accepted** |

**4. South Zone**

| | |
|---|---|
| Account Name | Indian Railway Catering & Tourism Corporation Ltd. |
| Account Number | 00040310002843 |
| Account Type | Current |
| Bank Name | HDFC Bank |
| Branch | Annasalai Branch |
| IFSC Code | HDFC0000004 |
| | ****Cheques Will not be accepted** |

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| | | **5. West Zone**<br><br>Account Name: Indian Railway Catering & Tourism Corporation Ltd.<br>Account Number: 00600310003749<br>Account Type: Current<br>Bank Name: HDFC Bank<br>Branch: Fort, Mumbai<br>IFSC Code: HDFC0000060<br>****Cheques Will not be accepted** |
| 2.10 | Mode of payment of Spl SD | **DELETED** |

**3. SUBMISSION OF BIDS**

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| 3.1 | IRCTC reserves the right to terminate the bidding process | IRCTC reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages which the bidder may incur in the process. The Bids can be rejected without assigning any reason. |
| 3.2 | Bids not to be entertained | a) Conditional / telegraphic Bids/ Physical bids shall not be entertained.<br>b) Bids submission process will end as per prescribed schedule. After due date and time submission of tender will not be possible.<br>Failure to upload Financial Bid in Annexure B will lead to disqualification of the bidder. |
| 3.3 | Over writing/cutting not allowed | No over writing/cutting/insertion in the Bid document is allowed. The Bids once submitted would be binding on the Party and any subsequent alteration/amendment will not be entertained. |
| 3.4 | Signing and stamping of bid document | Digital Signature/ Signature, stamp and date on Covering letter (Annexure-A) and 'Financial Bid' (Annexure-B) will be considered as confirmation that the bidder has read, understood and accepted all the conditions and documents enclosed and referred to in this Tender Document. |
| 3.5 | Withdrawal of bid | The bidder may withdraw its bid after submission, provided that written notice of withdrawal is received by IRCTC at-least one day in advance, excluding the date of receipt of bid. |
| 3.6 | Corrupt or Fraudulent Practices | If the Licensee has engaged in corrupt or fraudulent practices, in competing for or in executing the License, the Licensor may, after giving One days notice to the Licensee, terminate the License. For the purpose of this Sub-Clause:<br>"corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tendering process or in License execution;<br>"fraudulent practice" means a misrepresentation of facts in order |

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| | | to influence a tendering process or the execution of a License to the detriment of the Licensor, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the administration of the benefits of free and open competition. |
| 3.7 | Award of License to the Existing Licensee | In case the existing Licensee is the successful bidder, the award of license shall be subject to the clearance of outstanding and payable against IRCTC/Railways. |
| 3.8 | Non acceptance of award | In case the successful bidder fails to accept the offer of award of License and fails to remit s license fee, within the stipulated time as advised by IRCTC, the license shall be terminated along with forfeiture of EMD, SEMD, whole or part thereof, as the case may be. Further, he will be debarred from participating in the bidding process of future projects of IRCTC for a period of one year. |
| 3.9 | Validity of bids | The financial bids submitted by the bidders will remain valid for one hundred twenty (120) days from the date of opening of the bid. |
| 3.10 | Jurisdictions of Courts | The licensee agree to submit all disputes arising out of or in connection with this bid document/license to the exclusive jurisdiction of courts at New Delhi. |

## 4. OBLIGATIONS AND RIGHTS OF LICENSEE

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| 4.1 | 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. |
| 4.2 | Display of rate list | **DELETED** |
| 4.3 | Sale of items with IRCTC's approval | The Licensee shall not sell the items other than those approved by IRCTC/Railway. 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. |
| 4.4 | Right of user's only | Licensee will only provide the catering services in trains and will have the right of user only on License basis. |
| 4.5 | 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. |
| 4.6 | 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. |
| 4.7 | Inspection by | Licensee will also be obligated to get his premises inspected by |

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| | Food/Health Inspectors | 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. |
| 4.8 | 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. |
| 4.9 | 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. |
| 4.10 | 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. |
| 4.11 | No unlawful/ illegal activity | Licensee shall not carry on any unlawful immoral or illegal activity in the pantry car/at stations. |
| 4.12 | 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.<br>Garbage collection and its disposal after each service will be done by the licensee in a satisfactory manner. |
| 4.13 | Details of Staff Engaged | Licensee shall be required to submit the details of the staff engaged by him for the provision of services and update the information on monthly basis to IRCTC. The details of employee shall include Name, Adhaar No., Saving Bank A/C no., EPFO No., Group Insurance no., PAN Card no., Mobile no.<br>In addition to above, license will also be required to submit copies of printed salary slips paid to the employees along with the bank details indicating the deductions and net salary payable, as per advice of IRCTC. |

## 5. CONDITIONS GOVERNING THE PERFORMANCE OF THE LICENSE

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| 5.1 | Acceptance of award of License | Successful parties shall be required to accept the offer for award of license along with payment of license fee as per schedule prescribed by IRCTC.<br>In case, offer for award of license is not accepted within the time limit fixed by IRCTC, the licensee shall be debarred for participating in the future projects of IRCTC for a period of one year. |
| 5.2 | Execution of agreement | The successful Bidder shall be required to execute an agreement on non-judicial stamp paper of Rs.100/- before commencement of services. Till then the letter of award, letter of acceptance and terms & conditions of Tender document shall be binding and form part of the agreement between IRCTC and the Licensee. |
| 5.3 | Liability of IRCTC | The IRCTC will not be liable for any violation arising under the labour laws or any other law of the land, by the Licensee. |
| 5.4 | Notice by Courier/ | Any notice in terms of this License by either Party will be given at |

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| | Registered AD/ e-mail | 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. |
| 5.5 | 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. |
| 5.6 | Indemnification by Licensee | The Licensee will indemnify the IRCTC/Railway administration for any loss or damage caused by Licensee because of his fault or default. |
| 5.7 | 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). |
| 5.8 | Presence of Licensee/ authorized Manager | The Licensee or a duly authorized and competent Manager appointed and paid by the Licensee shall remain present in person to manage or supervise the business to be carried on under the provision of this agreement and to ensure that the obligations of Licensee under the agreement are duly performed and observed. In addition, Licensee or a duly authorized and competent Manager appointed and paid by the Licensee shall remain available at both originating and terminating stations of the train or at the location mutually decided between the parties for ease of administration of performance of license to the satisfaction of the licensor. The name(s) of the Manager will be advised by the Licensee to the IRCTC from time to time. |
| 5.9 | Unsatisfactory services etc. | In the event of unsatisfactory service, poor quality of articles, persistent complaints from passengers, and services below the standard or any failure or default at any time on the part of the Licensee to carry out the terms and provisions of this document to the satisfaction of the IRCTC (who will be sole judge and whose decision shall be final) it shall be optional to the IRCTC to make any substitute arrangement it may deem necessary at the cost and risk of the Licensee or to forthwith terminate the license without any previous notice to the Licensee and in case of such termination the Licensee shall have no claim what so ever against IRCTC or any of the officials in consequence of such termination of the temporary 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. |
| 5.10 | Consequence to the | If the Licensee is a partnership firm and in case there is |

| | | |
|---|---|---|
| | death / severance of any partner/s (in case of partnership firm) | permissible clause in the constitution of the firm that the firm shall not be dissolved by reason of the death of one partner or the severance of any partner from the business of the firm and in case the performance of the Licensee is entirely satisfactory according to the assessment of the licensor then in such an event the licensor at its discretion may allow the Licensee to continue under this temporary license. |
| 5.11 | Liability for provision of Consumer Protection Act. | The Licensee accepts liability, civil and criminal for compensation/damages in accordance with provision of Consumer Protection Act or any statutory modification of the Act or any other law for the time being in force for action occasioned by negligence, deficiency of service, imperfect or improper performance by the Licensee, his workmen, servants and agents. The Licensee shall indemnify the licensor and railway administration from and against all payments made under the provision of the said Act or law including all costs. Any money which may become payable by the Licensor as aforesaid shall be deemed to be money payable to the licensor by the Licensee and in case of failure by the Licensee to repay the licensor any money paid by it as aforesaid within seven days after the same have been demanded by the licensor shall be entitled to recover the same from the Security Deposit or from any money due by the licensor to the Licensee. |
| 5.12 | Notice to the Licensee | Any notice to be served on Licensee's shall be deemed to be sufficiently served if delivered at or sent by registered post/courier addressed to the Licensee at their registered office or last known place of business or e-mail id. Any notice to be served by the Licensee on the licensor shall be deemed to be sufficiently served if, left at the office/sent by registered post/courier addressed to the GGM/Director, Indian Railway Catering and Tourism Corporation at its Corporate office at 11th floor, Statesman House Building, Barakhamba Road, New Delhi-110001. |
| 5.13 | Notices on behalf of IRCTC | Subject to as otherwise provided in this agreement, all notices to be given on behalf of licensor and all other actions to be taken by the licensor may be given or taken on behalf of the licensor by the Director/Group General Manager or any other officer for the time being entrusted with such functions, duties and powers by the licensor. |
| 5.14 | Dealing with Licensee Only | IRCTC will enter into an agreement only with the Licensee who will be responsible for fulfillment of all License conditions with IRCTC. |

## 6. EVENTS OF DEFAULT

| | | |
|---|---|---|
| 6.1 | Breach of any terms and conditions of the License | In the event of any breach of the said terms and conditions of the License, the IRCTC shall be entitled to forfeit the whole or the part of the SEMD/License fee besides terminating or revoking the License. The License shall be debarred from participating in the future projects of IRCTC for the period of one year. |

| | | |
|---|---|---|
| 6.2 | Termination of License on other events of default | The licensor shall also be entitled at any time forthwith to terminate the License without notice in any of the following events, that is to say (a) in the event of the Licensee being convicted by a court of law under the provisions of criminal procedure code or any other law (b) in the event of the Licensee being a proprietor or, if a firm, any partner in the Licensee firm being at any time be adjudged insolvent or a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any insolvency Act for the time being in force or make any conveyance or assignment of his interest or enter into any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under the partnership Act or, in the event of Licensee being a company, if the company shall pass any resolution to be wound up either compulsorily or voluntarily (c) Repudiation of agreement by Licensee or otherwise evidence of intention not to be bound by the agreement. (d) Failure to adhere to any of the due dates of payment specified in the terms and conditions. Immediately on the determination of this agreement the Licensee shall peacefully vacate the premises & the pantry 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/pantry. In default the licensor shall be entitled to enter and take possession of the said premises/ pantry 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. |
| 6.3 | 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. |
| 6.4 | 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. |

**7. <u>CONSEQUENCES OF DEFAULT</u>**

| | | |
|---|---|---|
| 7.1 | Consequence of failure to start the services | In the event of failure to provide, catering services in train, from the prescribed date as mentioned in the letter of award/commencement of services, IRCTC reserves the right to annul the License and forfeit the SEMD, License fee, in the whole or part thereof as provided under terms and conditions of the license. The License shall also be debarred from participating in the future projects of IRCTC for a period of one year. The decision of IRCTC will be final and binding in this regard. |
| 7.2 | Notice for termination | In case of any event of default mentioned in Clause 6 of General Conditions of Contract having occurred, IRCTC will issue one day notice in writing to licensee to remedy or make good such breash of |

| | | |
|---|---|---|
| | | the said terms and conditions of the Contract. In case breach is not corrected/attended to the satisfaction of IRCTC, second and final notice of one day will be given to licensee to remedy or make good such breach, In spite of such notices to licensee, if he/she fails the remedy or correct the breach by licensee to the satisfaction of IRCTC, the licensee agreement will be terminated without any further communication to licensee and SEMD, License Fee & Security Deposit available with IRCTC will be forfeited and licensee will be debarred from participation of future tenders of IRCTC for a period of one year from date of debarment. Upon termination of the license Agreement on account of default as mentioned in Clause No. 6 of general Conditions of Contract as stated above, Licensee shall deliver vacant and peaceful possession of pantry car, if any, to the IRCTC/Railways. |

**8. ARBITRATION**

| | |
|---|---|
| 8.1 | 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.<br>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.<br>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.<br><br>In the event of demand made as mention herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be referred to Sole Arbitrator from the panel of Arbitrators appointed by Chairman and Managing Director of IRCTC. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion subject to determination by the Arbitration tribunal. |

## 9. HYGIENE AND QUALITY CONTROL

| | | |
|---|---|---|
| 9.1 | Sale of reputed brand & storage, handling of food items | Licensee will provide products of reputed brands only duly approved by IRCTC. The storage, handling of raw materials and finished products will be in extreme hygienic conditions and as per acceptable norms of the industry. Such storage, handling of raw material and finish products shall be certified as per norms of the industry and its standards. The scrutiny in this regard by quality checks agencies standards to be set by IRCTC need to be followed. |
| 9.2 | Collection of food samples | IRCTC reserves the right to get the food samples / raw material collected and tested at approved laboratories at the cost of the Licensee |

## 10 OTHER CONDITIONS

| | | |
|---|---|---|
| 10.1 | Advertisement/ Publicity/ Sponsorship | The Licensee will not engage in or permit any advertisement/publicity/sponsorship of any brand or product, directly or indirectly, without prior approval of IRCTC. |
| 10.2 | Payment of taxes/dues | The Licensee will be liable for payment of all taxes/duties Goods & Service tax{GST} and other liabilities in respect of the business. |
| 10.3 | Liability for compensation/ damages | The Licensee shall accept liability for compensation/damages under the Consumer Protection Act or any other law in respect of performance of the services or in respect of any negligence, act/omission of the Licensee, his workmen, servants and agents. |
| 10.4 | Assignment of License | Licensee shall not, sublet or assign the License or any part thereof, or any benefit or interest therein or there under. |
| 10.5 | Compliance of instructions | The Licensee shall comply with any other instructions issued by IRCTC from time to time within a reasonable time, as may be necessary to ensure better services. |
| 10.6 | General | 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.<br><br>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. |
| 10.7 | Vacation of Pantry car | At the end of each round trip the Licensee and his staff shall vacate the pantry car. |

## 11. FORCE MAJEURE

| | |
|---|---|
| 11.1 | In the event of any unforeseen event directly interfering with the operation of 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 Pantry Car shall be restored as expeditiously as possible |

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| | or, as the case may be, the impediment to accessibility shall be removed as expeditiously as possible. If the Said Property cannot be rendered fit for occupation and use for more than thirty days, the Licensee shall not pay License Fee for such period till the said property becomes accessible and operational following cessation of force majure event mentioned above. The period of license will be further extended for the period during which License was not operational. |

## GENERAL CONDITIONS OF LICENSE
## SECTION – TWO

### 1.0 FINANCIAL TERMS AND CONDITIONS

| | | |
|---|---|---|
| 1.1 | Payment of License fee | Bidders are required to quote License Fee excluding Goods & Service tax{GST} as applicable, Successful bidder will be required to deposit quoted license fee for period mentioned above with applicable Goods & Service tax{GST} **as per Annexure-B.** |
| 1.2 | Addl license fee for meals supplied in case of late running of train / services in exigencies | **DELETED** |
| 1.3 | Increase/decrease in frequency of train | In the event of increase in the frequency of the train / change of destination involving additional services it will be mandatory for the licensee to manage onboard services in the increased frequency & increased journey as well. The prevailing License fee shall be increased on pro-rata basis. If the licensee expresses inability to manage the increased frequency, license to mange catering services in the train will be terminated along with forfeiture of License Fee and security deposit.<br>Similarly, in the event of decrease in frequency of the train / change of destination resulting in reduction of services it will be mandatory for the licensee to manage onboard services. The prevailing license fee shall be revised on pro-rata basis for payment by licensee.<br>Cancellation of trips: In case of cancellation of train service or non attachment of pantry car resulting in non provision of catering services in the train, pro rata license fee shall be refunded / adjusted subject on submission of certificate from appropriate Railway department. |
| 1.4 | Integration of Rake / use of lie over rake of the train for new train | In case of introduction of new train using the lie over rake of the train the licensee shall manage the services with the same terms and conditions on payment of additional proportionate license fee. The additional license fee shall be fixed based on the ratio of MLF and QLF for the tendered train. The tenure of license for the new train will end concurrently with the tenure of tendered train. |
| 1.4 | Assessment of Sales turnover | IRCTC reserve the right to assess the sales turnover during the period of license. |
| 1.5 | Refund of License Fee | In the event of permanent cancellation/withdrawal of train service/detachment of pantry car from the train by the Railway Administration, the license shall be terminated without any notice or assigning any reasons. In such an event refund of , License Fee will be admissible in the following manner:<br>i) The proportionate License Fee for the balance period for which advance LF paid.<br>ii) 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. OBLIGATION AND RIGHTS OF THE IRCTC

| | | |
|---|---|---|
| 2.1 | Liaison with zonal railways | IRCTC may assist the licensee for all purposes regarding maintenance of rake and other operational matters, with Railways. |
| 2.2 | Provision of equipments & its maintenance | Licensee will ensure day-to-day upkeep and cleanliness of equipment including pantry car. |
| 2.3 | Issue of medical and travelling authority | IRCTC will advise Railway administration to issue medical certificate and traveling authority to on-board staff of the Licensee. However, it will be the sole responsibility of the licensee to approach and coordinate with the concerned authority for completing the required formalities and procedures and payment of prescribed dues. |
| 2.4 | No guarantee to maintain regular services of pantry car | The Railway administration or IRCTC do not guarantee any minimum composition of number of coaches or to maintain regular service of the said train. The Licensee shall not be entitled for any compensation for any portion not run or in the event of their rights of providing services in the said train being affected impeded or interfered with by reasons or suspension of traffic by the Railway Administration or any alteration in the train timings or late running of trains, or due to any reduction in the number of passengers traveling etc. |
| 2.5 | Inspection by IRCTC | IRCTC will inspect/check the services for reviewing its standards, quality and variety of food items, standards for maintenance of cooking areas and washing areas, disposal systems etc. of the Licensee including their base kitchens, etc. at any time and may authorize any person or agency for this purpose to access the performance of Licensee. In case of unsatisfactory performance or complaint of any nature, IRCTC will be competent to initiate suitable action against the Licensee including termination of the License as per the terms and conditions of the agreement. |
| 2.6 | Customers' feed back | IRCTC may take independent users' feed back to know the level of passenger satisfaction. |
| 2.7 | Right to resume the possession of pantry car | The IRCTC/railway administration reserves the right to resume possession of the pantry if required for the purpose of working of the Railway. |

## 3. OBLIGATION AND RIGHTS OF THE LICENSEE

| | | |
|---|---|---|
| 3.1 | Standard of services | The Licensee is expected to provide good quality of food and beverage in hygienic and presentable conditions. Maximum retail price, manufacturing date, expiry date, batch no. etc. should be printed on the packed items. For the passengers of AC class the services will be more personalized and provision of better quality crockery, cutlery, napkin etc. should be ensured. |
| 3.2 | Approval of service wares etc. | Crockery, cutlery, napery and other service wares used in the train 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 |

| | | |
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| | | prescribe packaging conditions from time to time. |
| 3.3 | Menu cards | **DELETED** |
| 3.4 | Reg. On board staff | The staff to be deployed in the train must be well groomed and wear neat and clean uniforms with name badges as per the specifications at Annexure G<br>Staff must be courteous and polite to every passenger at all times. Staff must be trained in catering services and the service should be of a high order. |
| 3.5 | Deployment of on board staff | Licensee may deploy waiter for every coach as per requirement so as to ensure satisfactory services to the passengers. |
| 3.6 | Issue of proper bills (Compulsory) | Billing is compulsory. It will be mandatory for the Licensee to issue proper bills to the passengers for sale of all items, standard or a-la-carte, and collect the approved charges from the passengers after supply of items Handheld POS machines should be used for billing, in case passenger opts for E-payments, it will be mandatory for the licensee to have BHIM app and all vendors shall have BHIM QR code for processing payments in trains. |
| 3.7 | Provision of equipment | Licensee will arrange his own equipment other than those provided in the pantry car for satisfactory provisions of services. |
| 3.8 | Reg. provision of gas burners/cylinders etc. | DELETED |
| 3.9 | | DELETED |
| 3.10 | | DELETED |
| 3.11 | Provision and Use of LPG – Safety instructions | DELETED |
| 3.12 | | DELETED |
| **3.12.1** | **Flame less cooking** | **All kind of cooking in pantry cars(including flame based cooking) is Prohibited in Pantry cars. Any other direction in policy in future issued by Railway Board regarding cooking/heating of Food in pantry car will be applicable with immediate effect.** |
| 3.13 | Fire-fighting training | All pantry car staff must be trained in firefighting and a competency certificate issued by the fire fighting agencies should be available in the pantry car. |
| 3.14 | Provision of first aid box | The Licensee should provide and maintain First Aid box for rendering first aid to catering staff in trains, whenever required; and should provide training to the concerned catering supervisory staff of the mobile unit from the medical authorities. Requisite certificates in this regard should be available with Pantry car manager. |
| 3.15 | Cleaning of utensils | The Licensee shall ensure that utensils, crockery etc. are washed and cleaned with clean water and standard quality detergent/soaps. Recycling dirty water for cleaning shall not be allowed. |
| 3.16 | Damage to pantry car/equipment | The Licensee shall be responsible for all damages caused to the said pantry car and the equipment provided therein arising out of facts of omission and commission of their staff. |
| 3.17 | Licensee to provide other on board services | The Licensee shall undertake to render any other on-board service as may be required of him by the IRCTC on mutually acceptable terms. |

| | | |
|---|---|---|
| 3.18 | Handing over of pantry car | 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 pantry car together with all their belongings and effects and shall deliver vacant possession of the pantry car to the IRCTC/railways with the IRCTC/Railways' fixtures and effects therein in good condition. |
| 3.19 | Governing law | The Grant of License will be governed by Law of India.. |
| 3.20 | Jurisdictions of Courts | The licensee agree to submit all disputes arising out of or in connection with this bid document/license to the exclusive jurisdiction of courts at New Delhi. |

# DELETED

**Annexure-F**

# DELETED

# Specifications of Uniform

| Sr. No. | Staff Category | Type of Uniform | Uniforms Item specification | Quantity |
|---|---|---|---|---|
| 1. | Pantry Car Manager/ Asstt. Manager | Shirt | Colour – Blue Chek , Size range- 36 to 46, Fabrication – 35 % Cotton & 65% Polyester, Weave – Plain (Fill-a-Fill), Regular Collar, Plastic white button, IRCTC embroidery on pocket. | 02 |
| | | Navy Blue trouser | Colour: Navy Blue, Size range- 36 to 46, Fabrication – PV Mat finish Polyester 65%, Viscos 35%, 2 side pockets, 2 hip pockets. | 02 |
| | | Navy Blue Blazer | Navy Blue matt fabric with IRCTC Logo (Winter only) | 02 |
| | | Blue tie | Plain blue tie, Polyester fabric with IRCTC Logo. | 02 |
| | | White handkerchief | Woven, White colour, 100% cotton fabric | 02 |
| | | Name plate & smile badge | Plastic fibre based, base colour white, Name embroiled. | 01 |
| | | Blue socks | Cotton-poly fabric | 02 |
| | | Black shoes | Plain Black colour, Leatherette material with laces. | 02 |
| 2. | Vendor | Shirt (Kurti type) | Colour – Blue, Size range- 36 to 46, Fabrication – PV Polyester 65% viscous 35% , IRCTC embroidery on Collar, Plastic white button. IRCTC Logo on front & back side. | 02 |
| | | Blue Trouser | PV Mat finish Polyester 65%, Viscos 35%, 2 side pockets, 2 hip pockets. | 02 |
| | | Name plate & smile badge | Plastic fibre based , white base colour and name embroidered in black colour | |
| | | Blue/White chek Apron | Cotton fabric matt finish with IRCTC logo on front side. (With 1 front Pocket & 2 side pockets) | 02 |
| | | Navy Blue Caps | T-Cap blue colour, Cotton fabric, IRCTC Logo embroidered on front side. | 02 |
| | | Sky blue handkerchief | 100% cotton, woven fabric, sky blue colour | 02 |
| | | Navy Blue socks | Cotton-poly fabric | 02 |
| | | Black shoes | Plain Black canvas shoes. | 02 |
| 3. | Cook/Asst. Cook | Shirt (Kurti type) | Colour – Blue, Size range- 36 to 46, Fabrication – PV Polyester 65% viscous 35% , IRCTC embroidery on Collar, Plastic white button. IRCTC Logo on front & back side. | 02 |
| | | Black Trouser | PV Mat finish Polyester 65%, Viscos 35%, 2 side pockets, 2 hip pockets. | 02 |
| | | Chef Apron (Full) | White Colour, Cotton Matt fabric | 02 |
| | | Chef Cap | Colour – White, Woven Plain pattern, IRCTC Logo embroidered on front side. | 02 |
| | | Black socks | Colour- Black Cotton | 02 |
| | | Black Shoes | Plain Black colour derby, Leatherette material with laces. | 02 |
| 4. | Helper/Cleaner | Dangri | Dark Brown colour, acid proof, anti wrinkle, anti shrink and water proof. | 02 |
| | | Dark Brown socks | Cotton-poly fabric socks, dark brown colour | 02 |
| | | Black shoes | Black rubber shoes/Gum boot | |
| | | Dark brown cap | T-type, dark brown colour cap, IRCTC Logo embroidered on front side. | 02 |

**ALL EMPLOYEES OF THE LICENSEE WILL BEAR FACE MASK, HAND, GLOVES KEEP HAND SANITIZER AND OBSERVE HEALTH AND HYGEINE AS PRESCRIBED DURING COVID-19 OUTBREAK BY THE GOVERNMENT.**

**Annexure-H**

Specifications of Compartmentalized biodegradable tray

**Annexure-I**

Established complaints and penalties to be imposed

| Established Complaints and Penalties to be imposed | | | | | |
|---|---|---|---|---|---|
| **Type of Complaint** | **Fine/Penalty** | | | | |
| | **1st case** | **2nd case** | **3rd case** | **4th case** | **5th case** |
| ·Cold food served | 10000 | 50000 | 100000 | 200000 | Termination |
| ·Delay in service of food | | | | | |
| ·Poor presentation & packaging of food | | | | | |
| ·Discourteous service | | | | | |
| ·Personal Hygiene of Waiter is bad such as torn and unwashed uniforms, untrimmed nails, non wearing of cap / apron/shoes/ | | | | | |
| ·Unhygienic handling of food | | | | | |
| ·Use of toilet water for washing of service ware and utensils. | | | | | |
| ·Choice of food Veg/ Non Veg not | | | | | |
| ·Hair found in food | | | | | |
| ·Less weight of food | | | | | |
| **Type of Complaint** | **Fine/Penalty** | | | | |
| | **1st case** | **2nd case** | **3rd case** | **4th case** | **5th case** |
| ·Providing additional item in std. meal without order and demanding more money | 25000 | 100000 | 150000 | 250000 | Termination |
| ·Foreign inert particles such as wood, metal, plastic etc found in food | | | | | |
| ·Stale food served | | | | | |
| ·Complaints of sickness after consumption of food. | | | | | |
| ·Insect found in food such as flies / worms/ cockroaches/ ants etc | | | | | |
| ·Use of Abusive language with the | | | | | |
| ·Non issuance of electronic Bill. | | | | | |
| ·Overcharging. | | | | | |
| Sale/service of unapproved items | | | | | |
| Sale/service of other than Railneer, despite availability of Railneer | | | | | |
| **Type of Complaint** | **Fine/Penalty** | | | | |
| | **1st case** | **2nd case** | | | |
| ·Man Handling the Passenger | 500000 | Termination | | | |
| ·Lizard, mouse etc found in food | | | | | |
| ·Hospitalization of passengers attributable to food poisoning due to train food | | | | | |

**Annexure-J**

# DELETED

**Annexure-K**

**Details of Sponsored material to be supplied by IRCTC with comml advt.**

| S. No. | Items | Convenience Charge (excluding GST)Rates payable by Service Provider per piece (Rs Supply of material by IRCTC .) |
|---|---|---|
| 1. | Paper cups | 0.30 |
| 2. | Tray mat – for meal tray | 0.20 |
| 3. | Tray mat – for morning tea/soup | |
| 4. | Menu cards | 4.00 |
| 5. | Thermos flask | 50.00 |
| 6. | Paper napkin | 0.05 |

**Note – Other items which are not included above will be supplied/provided by IRCTC as per mutually agreeble charges.**

**Annexure-L**

**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.....