

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

EXPRESSION OF INTEREST (EOI)

For Short-listing of Societies, NGO's, State Handicrafts Corporations as Vendor for Provision of Supply & Delivery of Handicraft /Handloom Items through e-catering

Date & Time of Submission:	EOI will be opened throughout the year and can be submitted on any of	
	working day.	

Address: Venue of submission is IRCTC Corporate office OR any of 05 Zonal

offices as detailed in the EOI document (Clause 8A)

1 Disclaimer

- 1.1 This Expression of Interest ("EOI") is being issued by the Indian Railway Catering and Tourism Corporation Limited ("IRCTC") for the purpose of providing certain information to the Applicants to participate in the Process to empanel qualified applicant for the purposes of provision of supply & delivery of handicraft/handloom/food items over Indian Railways network through e-catering platform.
- 1.2 The information contained in this EOI is being provided by IRCTC for the limited purposes of enabling the Applicants to submit a response to this EOI for undertaking the work and for no other purpose. In no circumstances shall IRCTC, or its respective advisors, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this EOI.
- 1.3 The information contained in this EOI or subsequently provided to applicant(s), whether verbally or in documentary or any other form, by or on behalf of the IRCTC or any of its employees or advisors, is provided to applicant(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.
- 1.4 This EOI is not an agreement or offer by the IRCTC to prospective Applicants or any other person. This EOI includes statements, which reflect various assumptions and assessments arrived at by the IRCTC in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require.
- 1.5 This EOI is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by IRCTC, its respective advisors, consultants, contractors, servants and/or its agents in relation to the accuracy, adequacy or completeness of such information or statements made nor shall it be assumed that such information or statements will remain unchanged.
- 1.6 Each applicant should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.
- 1.7 This EOI may not be appropriate for all persons, and it is not possible for IRCTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI.
- 1.8 Nothing in this EOI shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the Applicants in connection with the preparation or submission of their Application. IRCTC reserves the right to amend this EOI or its terms and any information contained herein or to cancel the process or altogether abandon the work at any time by notice, in writing, to the Applicants.

2 Invitation for EOI

2.1 This EOI sets out the requirements that must be satisfied by Applicants in order to participate in the process for provision of supply of handicraft/handloom/food items through e-catering and is an invitation to applicants to submit their profile/documents for Short-listing of Societies, NGO's, State Handicrafts Corporations as Vendor. The eligibility criteria for EOI are placed at Annexure "A".

2.2 The EOI document shall be issued by IRCTC without receipt of any payment.

2.3 <u>Alternatively, applicants may also download the EOI document from the IRCTC's website (http://www.irctc.com).</u>

2.4 IRCTC reserves the right to call for submission of additional documents or any document etc required to be submitted as per EOI

3 Brief introduction to IRCTC

Indian Railway Catering and Tourism Corporation Ltd. (IRCTC) is a Public Sector Enterprise under Ministry of Railways. IRCTC was incorporated on 27th September, 1999 as an extended arm of the Indian Railways to upgrade, professionalize and manage the catering and hospitality services at stations, on trains and other locations and to promote domestic and international tourism through development of budget hotels, special tour packages, information & commercial publicity and global reservation systems.

IRCTC is also managing on Board Catering Services in some Rajdhani / Shatabdi/Duronto/Mail Express Trains and Static Catering Units such as Food Plazas, Fast Food units across at Railway stations. IRCTC also has its business presence in Non-Railway Catering at various Govt and private institutions.

3.1 Organization structure

Corporate Office of IRCTC is situated at New Delhi, which is headed by the Chairman & Managing Director. Chairman & Managing Director is assisted by three Directors, Director (Catering Services), Director (Tourism & Marketing) and Director (Finance) and Group General Managers.

For smooth operations of the business across all over the country, five Zonal Offices are working at Delhi, Kolkata, Mumbai, Chennai and Secunderabad. Zonal Offices are headed by Group General Managers, all Group General Managers have vast experience of working in Indian Railways. These Zonal Offices are assisted by ten Regional Offices at Lucknow, Chandigarh, Jaipur, Bhubaneswar, Guwahati, Patna, Bhopal, Ahmedabad, Bangalore and Ernakulum, which are headed by Chief Regional Managers / Regional Managers.

3.2 Scope of E-catering:

E-catering project has been launched as a pilot project with IRCTC with the objective to facilitate passengers to book meals of their choice. The pilot project has been extended from time to time to cover more number of trains on Indian Railways. Based on response/feedback received from the passengers and the need to ensure provision of catering services to travelling passengers, it has been decided by the Ministry of Railways to proliferate this scheme on Stations so that passengers are able to get pre-ordered meals of their choice at stations. .

Presently, station based e-catering is available at 409 A-1 & A Class Stations. The station based E-catering scheme may be extended to more number of stations/trains in future.

IRCTC has established a call centre and has also operational E-catering website www.ecatering.irctc.co. In for this purpose. Passengers can now pre-order the meal from the different options available as per the choice, for delivery at the opted stations through the e-catering (website & phone/SMS call centre). The mode of payment in e-catering shall be Pre-paid i.e. online payment as well as Cash on delivery (CoD) basis. The shortlisted Societies, NGO's, State Handicrafts Corporations - Vendor shall deliver the handicraft/handloom/food items to customer on stationary train at the opted station. The opted handicraft/handloom/food item shall be communicated to the Societies, NGO's, State Handicrafts Corporations - Vendor through SMS as well as email at about 2 hours in advance of delivery time (Delivery time is the train arrival time on a particular station). Societies, NGO's, State Handicrafts Corporations - Vendor will be provided with an exclusive user ID and password to access the dashboard. The dashboard will allow the vendor to view the order and its details being received by his/her outlet through IRCTC e-catering for delivery to the esteemed railway passenger

Sale of Handicraft/handloom/food items on e—catering platform:-

<u>IRCTC</u> has now allowed sale of handicraft/handloom/food items from Societies, NGO's, State Handicrafts Corporations through e-catering website in the similar way as meals are being sold.

The Short-listed Societies, NGO's, State Handicrafts Corporations - *Vendor* can provide handicraft/handloom/food items through its units on all India basis. The Societies, NGO's, State Handicrafts Corporations can bring in the SHG's associated with them under the IRCTC ecatering umbrella to sell the products produced by them. The Societies, NGO's, State Handicrafts Corporations shall produce the MOU or copy of agreement as a proof of their association with these SHG's to associate them with IRCTC e-catering. Each unit/location, requested by Societies, NGO's, State Handicrafts Corporations - *Vendor*, to sell food items will have to produce the copy of FSSAI license of that unit/outlet. SHG's included by Societies, NGO's, State Handicrafts Corporations for e-catering project shall have all statutory licenses as required under the central/state laws and should comply with the laws of the land. The shortlisted entity may request for addition of more locations/units during the currency of the Short-listing. The shortlisted entity may supply handicraft/handloom/food items under e-catering project only from its approved (by IRCTC) locations/units to the stations in the reasonable vicinity of the said units.

4. Role of IRCTC and the Societies, NGO's, State Handicrafts Corporations as Vendor

Role of IRCTC

4.1 IRCTC may seek unit/location, contact details, items with rates for each location {clearly showing base price and GST as applicable} of their unit, delivery timing of each location and each item from the shortlisted Societies, NGO's, State Handicrafts Corporations - Vendor to process and uploading on the website. IRCTC reserve the

right to prescribe rates for items.

- 4.1.1 IRCTC will not charge any commission from the Societies, NGO's, State Handicrafts Corporations for booking and sale of handicraft/handloom but in case of sale of food items 12% commission will be charged by IRCTC.
- 4.2 IRCTC reserves the right to de-list any of the location/unit during the currency of Short-listing on account of consistent public complaints and also non-compliance of any laws of the land.
- 4.3 IRCTC shall convey the list of approved stations for provision of handicraft/handloom/foods through e- catering to shortlisted Societies, NGO's, State Handicrafts Corporations Vendor. The Societies, NGO's, State Handicrafts Corporations Vendor may choose stations on which he intends to provide handicraft/handloom/food items through e-catering based on their locations.
- 4.4 IRCTC shall communicate (through mail & telecom or any other means) the details of the handicraft/handloom/food item/s, quantity, station, train, name of passenger/s, coach/berth, contact no. etc. to the Societies, NGO's, State Handicrafts Corporations Vendor for proper delivery of items in time.
- 4.5 IRCTC shall display the handicraft/handloom/food item & unit/brand of the service provider on the website for pre-ordering of handicraft/handloom/food items by passengers.
- 4.6 Societies, NGO's, State Handicrafts Corporations as Vendors shall have to deliver the prescribed pre- ordered handicraft/handloom/food item to the passengers in the stationery train.
- 4.7 Societies, NGO's, State Handicrafts Corporations as Vendor shall be given the order at least 2 hours before the Delivery of the pre-ordered handicraft/handloom/food item to the passengers. IRCTC shall advise the guidelines, terms & conditions, etc. to shortlisted Societies, NGO's, State Handicrafts Corporations Vendor.
- 4.8 IRCTC may help the Societies, NGO's, State Handicrafts Corporations Vendor in publicity of its handicraft/handloom/food items/location. IRCTC may during the course of implementation, provide stickers with IRCTC logo, message, barcode etc. to be affixed on the packet to be delivered to the passengers.

Role of the Societies, NGO's, State Handicrafts Corporations as Vendor

- 4.9 After receipt of Letter of Short-listing for provision of delivery of handicraft/handloom/food items at the stations, the Societies, NGO's, State Handicrafts Corporations Vendor will mobilize his resources required for provision of delivery of handicraft/handloom/food items to the passengers as specified by IRCTC from the location specified by the Societies, NGO's, State Handicrafts Corporations Vendor.
- 4.10 **Societies, NGO's, State Handicrafts Corporations Vendor** will be provided with an exclusive user ID and password to access the dashboard and to upload their menu items and rates themselves without asking for approvals from IRCTC.
- 4.11 The rates and delivery/packaging charges to be offered by Societies, NGO's, State Handicrafts Corporations Vendor shall be market driven.
- 4.12 IRCTC reserves the right not to include any specific item in the services.
- 4.13 Societies, NGO's, State Handicrafts Corporations Vendor will issue the invoices to EOI document for empanelment of Societies, NGO's, State Handicrafts Corporations as Vendor for selling handicraft /handlooms items under IRCTC E-Catering Project (Feb2018) Page | 5

- passengers for both Pre paid orders and COD orders.
- 4.14 IRCTC shall communicate the pre-ordered handicraft/handloom/food item selected by the passengers electronically. The Societies, NGO's, State Handicrafts Corporations Vendor shall ensure delivery of handicraft/handloom/food item to the passengers at coach of the stationary train at the Railway stations.
- 4.15 Societies, NGO's, State Handicrafts Corporations Vendor shall deploy authorized person for provision of the service as required in compliance to the statutory rules, law etc.
- 4.16 Societies, NGO's, State Handicrafts Corporations Vendor shall ensure computer system and net connectivity either at each unit or a centralized location for all units. Societies, NGO's, State Handicrafts Corporations Vendor shall be responsible for checking its system admin and keep track of order (and cancellations) as well train running.
- 4.17 IRCTC will collect the payment in case of prepaid orders.
- 4.18 Societies, NGO's, State Handicrafts Corporations Vendor will collect the payment from passenger at the time of delivery in case of COD orders.
- 4.19 Societies, NGO's, State Handicrafts Corporations-Vendors will open an RDS (Rolling Deposit Scheme) account with IRCTC and a minimum of Rs 2,000 will be kept in the account as threshold. The Payments of either mode and 12% IRCTC commission on the sale of food items will be reconciled and accounts will be settled. IRCTC will not change any commission form the SHGs for booking and sale of handicraft items.
- 4.20 The applicant may apply for its own product/brands as well as brand/products for which it has franchisee rights. NOC from owning/franchisor brand to be submitted at the time of signing of the agreement.
- 4.21 Societies, NGO's, State Handicrafts Corporations Vendor shall obtain necessary certificates/permissions as required by law as per the local regulations from the competent authorities. In case of any offense Societies, NGO's, State Handicrafts Corporations Vendor shall solely be responsible for its penalty and consequences.
- 4.22 Societies, NGO's, State Handicrafts Corporations Vendor will indemnify IRCTC of any consequences arising out of quality, legal, statutory and other issues arising out of any act of Societies, NGO's, State Handicrafts Corporations Vendor and/or its authorized persons.
- 4.23 The sole responsibility of depositing all the taxes with respective government authorities for E-catering transactions is only of the Societies, NGO's, State Handicrafts Corporations Vendor.
- 4.24 Eco-friendly /bio-degradable packaging material should be used for supply of handicraft/handloom/food items.
- 4.25 Societies, NGO's, State Handicrafts Corporations Vendor shall not take orders for delivery of items at Railway stations by any means/medium (website/phone/mobile app etc.) post work order issued by IRCTC for e-catering project and shall not indulge in running any parallel business that will harm the interest of IRCTC /Indian Railways. However, IRCTC may consider integration of website being operated by Societies, NGO's, State Handicrafts Corporations for booking handicraft/handloom/food items with IRCTC e-catering website to expand the reach of Railway passengers. The decision of IRCTC shall be final and binding.
- 4.26 IRCTC reserves the right to inspect the Societies, NGO's, State Handicrafts Corporations Vendor's premises, if deems so necessary, before including it in the service.

- 4.27 Societies, NGO's, State Handicrafts Corporations Vendor has to give an undertaking that they will redress any such passenger grievances.
 - 5 EOI Security & Processing Fee:-
- 5.1 No Security money or any other deposit is required for empanelment of Societies.

 NGO's, State Handicrafts Corporations for sale of handicraft/handloom/foods items through e-catering.
- 5.2 No processing fee will be charged for empanelment of Self-Help Groups for sale of handicraft/handloom/foods items through e-catering.

6 Period of Short-listing

- **6.1** The period of the Short-listing shall ordinarily be 3 years. However, IRCTC reserves the right to review the performance of shortlisted party and to take suitable action on observing default/deficiency in service etc. including but not limited to imposing fine or de-Short-listing the party with consequential debarment from the future projects/tenders of IRCTC for a period for 1 year.
- **6.2** There will be a lock in period of one year. The shortlisted Societies, NGO's, State Handicrafts Corporations Vendor may withdraw its services after submitting a written request only after completion of one year for which he will give 30 days notice. However, all orders booked in advance shall have to be honored by the Societies, NGO's, State Handicrafts Corporations Vendor. In case of failure to honor the advance booked order, the Societies, NGO's, State Handicrafts Corporations Vendor shall solely be responsible for its consequences.

7 General Conditions

- 7.1 IRCTC reserves the right to terminate the EOI process at any stage and will not be responsible for any loss or damages which the applicant may incur in the process. The application can be rejected without assigning any reason. Conditional / telegraphic application shall not be entertained. All the pages of the EOI document, duly stamped and signed by the bidder(s) should be submitted in original, unless specified otherwise, in their respective envelops.
- 7.2 In order to widen the Short-listing and to ensure inclusion of new Societies, NGO's, State Handicrafts Corporations as Vendor, the EOI, will be <u>open throughout the year</u> and can be submitted on any of working day.
- 7.3 In case the applicant 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 or rejection of application for Short-listing through this EOI process, it shall not be entitled to any compensation whatsoever
- 7.4 In the event of any dispute or difference arising under these conditions of agreement or in connection with this agreement (except as to any matters, the decision of which is specifically provided for by these or the special conditions) the same will be resolved amicably by both parties. However in case parties fail to resolve the dispute within 30 days, then the dispute will be referred to a tribunal of 3 Arbitrators. Each party to the arbitration shall appoint one (01) arbitrator and 2 arbitrators thus appointed shall appoint third arbitrator who will act as presiding arbitrator of the tribunal. In case any party fails to appoint its nominee arbitrator within 30 days, the nominated arbitrator shall act as sole arbitrator to resolve the dispute between parties. The arbitration proceedings shall be conducted as per the provisions of 'The Arbitration and Conciliation Act 1996'.the decision of arbitrator so appointed shall be final

- and binding on both the parties. The Fee & expenses of the arbitration Tribunal shall be shared jointly in equal proportion by the parties.
- 7.5 In the event of any breach of the said terms and conditions of the Short-listing, IRCTC shall dis-empanel and debar the Societies, NGO's, State Handicrafts Corporations Vendor from participating in the future projects of IRCTC for a period of 1 year.
- 7.6 IRCTC at their discretion may call for any record to satisfy them regarding operations of the applicant's outlets and applicant will provide every help failing which it may amount to breach of condition of the Short-listing.
- 7.7 The Societies, NGO's, State Handicrafts Corporations Vendor shall comply with any other instructions issued by IRCTC from time to time within a reasonable time, as may be necessary. IRCTC may conduct inspection of the unit and the Short-listing may also depend on the condition that the unit should match the standards for supply of handicraft/handloom/foods items to passengers. In case, the unit is not found suitable for supply of items then, the Societies, NGO's, State Handicrafts Corporations Vendor shall have to improve and make up the deficiency as stipulated standard by IRCTC.
- 7.8 The Societies, NGO's, State Handicrafts Corporations Vendor should have all certificates, GST or any other licence/registration required as per law of the land for the unit from where the delivery of handicraft/handloom/food items is to be done.
- 7.9 No exclusive rights to be provided to any service provider for a specific train/station/section/state. They are required to work in the current environment. IRCTC reserves the right to engage one or more Societies, NGO's, State Handicrafts Corporations Vendor for delivery of handicraft/handloom/food items at a particular station.
- 7.10 IRCTC shall not be liable to the Societies, NGO's, State Handicrafts Corporations Vendor for any of the following types of losses or damage arising out of delivery of handicraft/handloom/food items through e- catering whether in contract or not (including any liability for negligence howsoever arising out of or in conception with the performance of IRCTC's obligations in the provision of the e-catering services):-
- Loss of revenue, business, anticipated savings or profits; or
- Any indirect or consequential loss howsoever arising.
- 7.11 IRCTC will not be liable to pay any compensation if any error occurs due to any technical or manual fault at the end of the e-catering web server/call centre. The Societies, NGO's, State Handicrafts Corporations Vendor has agreed to indemnify IRCTC against all such claims.
- 7.12 The Societies, NGO's, State Handicrafts Corporations Vendor shall be solely responsible for lapses, violation and non-compliance, if any of all statutory dues etc.
- 7.13 The Societies, NGO's, State Handicrafts Corporations Vendor hereby agrees to keep indemnified and hold harmless, IRCTC and its Directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses, charge-backs and proceedings connected with the implementation of this Contract or arising from any breach or non-compliance whatsoever by the Company or any of the person deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or without premises.
- 7.14 The Societies, NGO's, State Handicrafts Corporations Vendor deemed to be for all legal and contractual purposes, as the employer of the staff employed by him/her for carrying out this contract will not have any claim for employment in IRCTC at a future date.

Format for covering letter (To be submitted on the letter head of the applicant)

GGM/LCS
IRCTC Ltd.
Corporate Office,
12th Floor, Statesman House,
B-148, Barakhamba Road,
Connaught Place,
New Delhi-110001

Subject: Expression of interest of Short-listing of Societies, NGO's, State Handicrafts Corporations as Vendor for provision of supply & delivery of Pre-ordered handicraft/handloom/food items through e-catering.

I/We	(name of the authorized signatory) on behalf of(name
of the applicant)	offer our interest for Short-listing of Societies, NGO's, State
Handicrafts Corp	rations as Vendor for supply of Pre-ordered handicraft/handloom/food
items through e-c	tering.

I/We hereby bind myself/ourselves to complete all the formalities from time to time as required after the Short-listing.

- a) I / We hereby understand that the submission of expression of interest does not guarantee Short-listing.
- b) I / We solemnly declare that to the best of my/our knowledge and belief, the information given in this application form and the annexure and statements accompanying are correct, complete and truly stated and also that we shall be bound by the acts of my/our duly constituted attorney.
- c) I / We further understand that in case of any information submitted by me / us being found to be incorrect either before or even after the Short-listing, IRCTC will have the right to summarily reject the application, cancel the Short-listing or revoke the same with debarment to participate in IRCTC projects for a period of 3 years at any time without assigning any reason whatsoever.
- d) IRCTC and its representatives are hereby authorized to conduct any checks or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this expression of interest.
- e) It is understood that this is not a tender form but Short-listing process and no business is guaranteed by IRCTC, on qualifying Short-listing eligibility.

The following person(s) may be contacted for any information or clarifications relating to this application:

Name:
Designation:
Telephone:
Mobile:
E-mail:
I/We do hereby confirm that I/we have the necessary authority and approval to submit this expression of interest for providing the above services at IRCTC units through e- Catering.
Thanking you Yours sincerely
(Authorized Signatory) Name Designation and seal Name of the Society, NGO, State Handicrafts Corporation Address: Telephone: Mobile: Fax:
Fax:

Email:

Annexure "A" [Eligibility Criteria for Short-listing of Societies, NGO's, State Handicrafts Corporations in E-catering

SN	Technical Criteria	Details	Page Nos.		
		(to be filled by the Applicant)			
Mand	atory Documents				
1.	Name and full address of the Applicant (Societies, NGO's, State Handicrafts Corporations) with Telephone, e-mail & Fax Number(s) and Contact Person.				
2.	Identity and address proofs of authorized signatory/ies:- a) Voter I-Card or b) Aadhar Card c) Inter-se Agreement (either registered or un-registered) executed by all members of Societies, NGO's, State Handicrafts Corporations communicating their decisions to open a saving bank account and identifying two or three members to jointly operate the account	Voter Id card No. PAN No.			
3.	Copy of registration of Societies, NGO's, State Handicrafts Corporations issued by Charity commissioner/Registrar of Co- operative society				
4.	Details of major functions carried upon by Societies, NGO's, State Handicrafts Corporations.				
5.	List of society members				
6.	Permanent Account Number				
I/Wedo hereby declare that the entries made in the above are true to the best of my/our knowledge and also that we shall be bound by the acts of my/our duly constituted attorney. f) I / We further understand that in case of any information submitted by me / us					
being found to be incorrect either before or even after the Short-listing, IRCTC will have the right to summarily reject the application, cancel the Short-listing or revoke the same with debarment to participate in IRCTC projects for a period of 3 years at any time without assigning any reason whatsoever.					
Dated: (Signature of the Applicant)					
SEAL					
Name					

8. General instructions to Applicants

- 1. All documents submitted along with the 'EOI' application should be serially numbered on the top right hand corner of every page of the EOI Document.
- 2 This EOI document should be duly signed and stamped by the Authorized signatory of the applicant. Resolution for authorization to authorized signatory should be enclosed.
- 3. The EOI document should be submitted in original with all pages intact.
- 4. EOI application should be submitted in a sealed envelope clearly indicating applicant's name and address.
- 5. IRCTC will not accept liability of any nature whatsoever resulting from negligence or otherwise caused arising from reliance of any applicant upon the statements contained in this EOI.
- 6. IRCTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.
- 7. No person other than the following authorized person of the IRCTC, has been authorized by IRCTC to give any information or to make any representation not contained in this EOI and, if given or made, any such information or representation shall not be relied upon as having been so authorized. All representations/queries etc pertaining to this document may be addressed to any of the office as indicated at **Clause 8A** below.
- 8. No over writing/cutting/insertion in the EOI application document is allowed. The Application once submitted would be binding on the applicant and any subsequent alteration/amendment will not be entertained.
- 9. All the pages of the EOI application document may be signed and stamped by the authorized signatory of the applicant. Applicant shall be solely responsible for compliance with applicable laws of State and Central such as GSTLaw, Provident Fund Law, Labour Law, ESI, EPF, Minimum wage, bonus etc or any other law of the land and registration/approval from statutory authority, as applicable.
- 10. Laws of the Republic of India are applicable to this EOI and subject to the Jurisdiction of Courts situated at Delhi.

8(A). Submission of EOI

- 1. Applicant can submit EOI at any of the following IRCTC offices:
 - a) **Corporate Office -** 11th Floor, B-148, Statesman House, Barakhamba Road, New Delhi-110001.

Nodal Officer - Shri Sandip Dutta, +91 9717649123

b) North Zone Office - Rail Yatri Niwas Building, New Delhi Railway Station Complex, Ajmeri Gate Side, New Delhi-110001.

Nodal Officer - Shri Tanveer Ismail, +91 9717640668

c) **West Zone Office –** 2nd Floor, New Administrative Building, Central Railway, CST Mumbai – 400 001.

Nodal Officer - Shri U.G. Naidu +91 9004082866

d) **East Zone Office –** Old Koilaghat Building (Ground floor), 3- Koilaghat Street, Kolkata – 700 001.

Nodal Officer - Shri Madhab Saha +91 9002040062

e) **South Zone Office -** 6A, The Rain Tree Palace, No. 9, Mc Nichols Road, Chatpet, Chennai – 600 031.

Nodal Officer - Shri K. Suresh Chandra +91 9003140610

f) **South Central Zone Office – 9-1-129/1/302,** 3rd floor, Oxford Plaza, Sarojini Devi Road, Secunderabad – 500 003.

Nodal Officer - Shri S.K Shola +91 9717640433

2. Applicant should submit only one application and can apply at any of the above IRCTC office and short-listing will be valid for entire Indian Railways for e-catering project, subject to fulfillment of the EOI conditions.

9. EOI evaluation

- 1. The experience and financial criteria of the bidding entity only shall be taken in to consideration for assessment and evaluation.
- 2. IRCTC will determine whether received application is 'responsive' to the Eligibility requirements of the EOI.
- 3. If any of the Eligibility criteria is not fulfilled, in any manner whatsoever, the application shall be liable to be treated as non-responsive. The decision of IRCTC as to responsiveness of an application shall be final and conclusive and binding on the applicant and shall not be called into question by any applicant on any ground whatsoever.

- 4. IRCTC may conduct inspection of units/location requested for Short-listing to evaluate their fitness for Short-listing.
- 5. IRCTC, without being under any obligation to do so, reserves the right to call for any clarifications during the process of checking of responsiveness of application and to reject any application which is non-responsive. However, no Bidder shall have the right to give any clarification unless asked for by IRCTC or to request either IRCTC and/or any ministry or department, authority or body whether statutory or non- statutory, of the Government that may be concerned or connected, in any manner whatsoever, with this Short-listing Process, to intervene in, any manner whatsoever, in the Short-listing Process.
- 6. Notwithstanding anything to the contrary contained in this EOI, IRCTC may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a application that does not constitute a material deviation, and that does not prejudice or affect the relative position of any applicant, provided it conforms to all the terms, conditions of the Short-listing documents without any material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects, in any substantial way, the scope, quality or performance of the contract; (ii) that limits, in any substantial way, inconsistent with the Short-listing documents, IRCTC's rights or the Successful applicant obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Applicants, who are presenting responsive application.

Date and Place:

Signature of the authorized Signatory Name & Designation:

Name of the Applicant with seal