



CIN No. L74899DL1999GOI101707

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

IRCTC INVITES OPEN E-TENDER FOR APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING ON- BOARD CATERING AND ALLIED SERVICES ON TEJAS TRAIN ON ROUTE ADI-MMCT-ADI

Last date and Time of **Submission of bids** : 30.05.2025 up to 15:00 Hrs
 Date and Time of **Opening of Technical bids** : 30.05.2025 at 15:30 Hrs
Date of Online Pre-bid Meeting (VC) : 20.05.2025 at 12:00 Hrs
Earnest Money deposit : Rs. 5,00,000.00

Description of Job		
PROVIDING ON-BOARD CATERING AND ALLIED SERVICES ON TEJAS TRAIN ON ROUTE ADI-MMCT-ADI		
Sr No	Train no	Train name
1	82902/82901	AHMEDABAD-MUMBAI CENTRAL TEJAS EXPRESS

Period of the license: 2 Years, extendable by 01 Year

OPEN E-Tender No. – 2025/IRCTC/Catering & Allied/Tejas Train/ADI

Group General Manager/ Services
Indian Railway Catering and Tourism Corporation Ltd.
3rd Floor, Tower-D, World Trade Centre,
Nauroji Nagar, New Delhi-110029

E-mail:- ggmsservices@irttc.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.

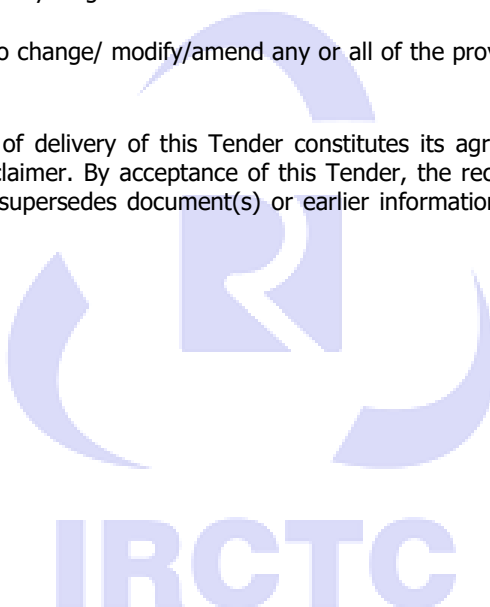


Table of Contents

NOTICE INVITING E-TENDER	4
INSTRUCTIONS TO TENDERERS	5
1. General:	5
2. Contents of the bid:.....	5
3. Validity:	8
4. Evaluation of offers:	8
5. Rates	8
6. Earnest Money:	9
7. Non-transferable:	9
9. Withdrawal of Bids-	9
10. Discrepancies:.....	9
11. Bid Rejection Criteria	9
12. Pre-Bid meeting	10
13. Jurisdiction:	10
Annexure-‘IA’	11
Annexure-‘IB’	12
Annexure-IC	13
Annexure –‘A’ Detail of Train.....	14
Annexure-B- Financial Bid	15
BID DOCUMENT CHECKLIST	18
SCOPE OF WORK	19
GENERAL CONDITIONS OF LICENSE.....	26

INDIAN RAILWAY CATERING AND TOURSIM CORPORATION LIMITED**NOTICE INVITING E-TENDER****E-TENDER FOR APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING ON-BOARD CATERING AND ALLIED SERVICES ON TEJAS TRAIN ON ROUTE ADI-MMCT-ADI FOR TWO YEARS, EXTENDABLE FOR ONE YEAR.****1. Period of the license - 2 Years, extendable by 01 Year**

2. Bidders are required to deposit EMD of Rs. 5,00,000.00 ONLINE through tender web site itself prior to submission of E-Tender. EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.

3. The bids will consist of two packet system i.e., Technical and Financial Bids. Technical Bid will consist of Technical and other conditions as laid down in the Bid document. Financial bid shall consist of the financial aspects as per conditions laid down in the Bid document

4. The successful bidder shall be intimated about the Award of Work and EMD of unsuccessful bidders shall be returned without any interest within one month from the date of award of license.

5. The bid shall remain open for acceptance for 120 days from the date of opening of E-Tender.

6. Indian Railway Catering and Tourism Corporation Limited reserve the right to reject any/all E-Tenders without assigning any reason.

7. The Notice Inviting E-Tender and Instructions to bidders Special Conditions, Technical Criteria, Offer Forms, E-Tender Schedule shall form the part of Tender Documents.

8. The E-Tenders received will be evaluated by the Purchaser to ascertain the highest acceptable E-Tender on concession fee quoted.


IRCTC

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

(A Government of India Undertaking)

INSTRUCTIONS TO TENDERERS

The Indian Railway Catering and Tourism Corporation Limited (IRCTC) proposes to obtain e-bid **for APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING ON-BOARD CATERING AND ALLIED SERVICES ON TEJAS TRAIN ON ROUTE ADI-MMCT FOR TWO YEARS, EXTENDABLE FOR ONE YEAR.**

1. General:

Date & Time up to which offers will be received : **30.05.2025 by 1500 hrs**

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

- i. This Tender Document can only be viewed on <http://www.irctc.com>, & <http://www.tenderwizard.com/IRCTC> and will be submitted/ received only at <http://www.tenderwizard.com/IRCTC> only, as prescribed in "INSTRUCTIONS TO THE TENDERERS."
- ii. EMD shall be paid through the e-tendering website www.tenderwizard.com/IRCTC only. In case of non submission of the said EMD through e-tendering website, the bid will be summarily rejected. It may be noted EMD of **Rs 5,00,000.00 is to be deposited mandatorily**. It may also be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
- iii. To participate in the E- Tender, it is mandatory for the bidders to register themselves without any payment on the website www.tenderwizard.com/IRCTC and obtain User ID & password which is required for submitting the tender. It may please be noted that for submission of bid, Class-III digital signature is required.
- iv. The applicant should upload complete set of documents in support of Qualifying Criteria.
- v. Corrigendum/Addendum to this Tender, if any, will be published on website www.irctc.com/Activetenders, www.tenderwizard.com/IRCTC. No newspaper/ press advertisement shall be issued for the same.
- vi. For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at **tenderwizard.com helpdesk no. 011-49424365 or cell no 8800115628**.
- vii. Submission of E- bid will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. **It may please be noted that in case of deviation quoted by bidder, offer will be summarily rejected without further correspondence/communication.**

2. Contents of the bid:

This E-Tender is based on two packet system i.e., Technical bid and Financial bid.

- 2.1. **Technical bid** –This shall form the basis of ascertaining the Technical and Financial credentials of the tenderer. Qualifying criteria of the technical bid is as under:-

QUALIFYING CRITERIA

Mandatory Criteria		
	Technical Criteria	Documents Required to be scanned and uploaded
1	Should not be debarred/ blacklisted/ banned by IRCTC or Railways or Ministry of Railways/ other CPSUs/ Govt. Dept.	Self Declaration Annexure-1B (No change in format /declaration is permissible)
2	Should have at least two Food and Beverages units with production and/ or service elements which only include i) Base Kitchen serving Pantry Car of Trains ii) Pantry Car of Train, iii) Railway Food Plaza, iv) Restaurants having seating capacity of 50 person or more at a time, v) Hotel having minimum 50 rooms and one restaurant, vi) Lounge at Airport or Executive Lounge at Railway Stations.	<ul style="list-style-type: none"> • Copies of currently valid (as on original date of opening of tender i.e. 30.05.2025) Food Licenses (FSSAI) for both the units. Cumulative validity of the certificate for a period of three years (36 months) in the last five financial years viz 2020-21, 2021-22, 2022-23, 2023-24, 2024-25 and the current financial year. • Copies of currently valid (as on original date of opening of tender i.e. 30.05.2025) relevant ISO-certificates of these two units. Cumulative validity of the certificate for a period of three years (36 months) from the last five financial years viz 2020-21, 2021-22, 2022-23, 2023-24, 2024-25 and the current financial year. <p>NOTE: For each Food & beverage unit, FSSAI certificate and ISO certificate must be submitted as per requirement.</p> <p>Apart from the above documents the following documents must also be submitted by the bidders as per suitable category with Cumulative validity for a period of three years (36 months) in the last five financial years viz 2020-21, 2021-22, 2022-23, 2023-24, 2024-25 and the current financial year (as mentioned in Para 2 of Qualifying criteria):</p> <ol style="list-style-type: none"> For (i) <u>Base Kitchen serving Pantry Car of Trains</u>, bidder must submit Letter of Award or Agreement issued by IRCTC or Railways to establish linkage of the base kitchen with the pantry car(s) being served. For (ii) pantry car of train bidder must submit Letter of Award Or Agreement issued by IRCTC or Railways. For (iii) copy of Letter of Award or Agreement with IRCTC or Railways For (iv) and (v) In case bidder submits credentials of Food & Beverage unit of Restaurant/Hotel, please submit any relevant document (License/Registration certificate etc.) which specifies the seating capacity of restaurants/number of rooms in hotel and presence of restaurant in Hotel as proof of the bidder for ownership /management of the Hotel issued by competent Authority. For (vi) copy of Letter of Award or Agreement with Airport/Railway authorities. <p>Note: All the above documents shall be currently valid as original date of opening of the tender i.e. 30.05.2025.</p>

3	<p>i) Minimum average Annual turnover Rs. 20.00 Cr from catering / hospitality business in any three of the last five financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) in India involving production and sale/service of cooked food items.</p> <p>ii) Annual Turnover in any of three financial years out of the last five financial years mentioned above must not be less than Rs 10.00 Cr.</p> <p>(Sales of beverages such as soft drinks, packed items (Chips, Biscuits, Cake etc.,) will be considered as allied business along with main production and sale / service of food items. Trader / stockiest / Distributors are not eligible) (Please fill Annexure-IA)</p>	<p>Following documents shall be submitted</p> <p>(i) Audited Balance sheet and profit & loss account for the FY 2020-21, 2021-22, 2022-23, and 2023-24 duly certified by CA, mentioning of UDIN number shall be submitted along with the Bid, scanned and uploaded. In case of 2024-25, Financial Turnover certificate should be duly certified by CA with UDIN number.</p> <p>(ii) Certificate from CA (in the format of Annexure IA) that the turnover figures for FY, 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25 are reconciled as per GST returns. Annexure-IA is to be scanned and uploaded stamped dated and signed by CA.</p> <p>(iii) Certificate of Incorporation/ registration. This certificate should at least be issued on 01.04.2020 or before.</p>
4	<p>Net Worth: Firm /Company have minimum Net worth of Rs. 5 Cr as on 31.03.2024.</p> <p>The above will be matched with the Audited Balance Sheet and profit & Loss Account of the Company for FY 2023-24 duly certified by CA with UDIN number.</p>	<p>Certificate for net worth issued by Chartered Accountant.</p> <p>The Audited Balance Sheet and profit & Loss statement for FY 2023-24 duly certified by CA with UDIN number shall be necessarily submitted for assessing the Net worth of the Company.</p>
5	No. of Permanent Employees	<p>1. Bidder must have 100 permanent employees. Bidder will submit ESI, EPF return of these employees/PF Trust or Form 11 of EPF Act 1952 for last 06 months from the actual date of Tender Opening. (Example- if Tender is scheduled to be opened in May, Documents of 1st Nov to 30th April are to be submitted).</p> <p>2. Bidder must have 05 employees having diploma/degree in Hotel/Hospitality Management from any Govt. recognized institute) on his rolls on the actual date of Tender Opening.</p> <p>Bidder will submit list of these 05 Employees with payroll record and copy of their above said diploma/graduate certificate.</p>
6	Integrity Pact , duly filled in and signed by authorized signatory with witness signature	Annexure-M

NOTE:

- Copy of Complete tender document along with corrigendum (if any), signed and stamped on each page by authorized signatory of bidder shall be submitted along with the bid documents.
- The documents submitted by the successful applicants, in compliance to the above eligibility/qualification criteria shall be subject to verifications by IRCTC itself or through an agency (Expert in Forensic Audit) appointed by IRCTC, for which all necessary documents shall have to be essentially provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of EMD (if any)/Security Deposit/ other deposits such as License Fee, Concession Fee, etc. In such eventuality the successful bidder will also be debarred for 03 years from participating in the future projects of IRCTC.
- Successful bidder will submit all desired information including printouts of required IT, GST, ESI & PF accounts/passwords if required for forensic audit.

NON SUBMISSION OR PARTIAL OR INCOMPLETE SUBMISSION OF ANY OF THE DOCUMENT LISTED ABOVE IN 'MANDATORY CRITERIA' WILL LEAD TO SUMMARY REJECTION OF THE OFFER AND NO CORRESPONDENCE IN THIS REGARD SHALL BE MADE/ENTERTAINED. However, IRCTC reserves the right to,

but without any obligation to do so, seek any clarification only in case of historical documents that pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.

Following documents are to be scanned and uploaded with Technical bid:-

- I. Annexure –IA , Annexure-IB and Annexure-IC are to be stamped, dated and signed & uploaded
- II. All the details/relevant documents as per Eligibility Criteria listed above.

2.2 Financial bid -

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

3. Validity:

- 3.1. The submission of any offer and documents shall constitute an undertaking that the tenderer shall have no cause for and claim, against the Authority for rejection of the offer. The Authority shall always be at liberty to reject or accept any offer at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the Authority.
- 3.2. The offer shall be kept valid for acceptance for a minimum period of 120 (one twenty) days from the date set for opening of E-Tender.
- 3.3. Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Authority to the tenderer. While the offers are under such consideration, tenderer and/or their representatives or other interested parties are advised to refrain from contacting the Authority by any means. If necessary, IRCTC will obtain clarifications on the offers by requesting for such information from any or all the tenderers, in writing, as may be considered necessary. tenderers will not be permitted to change the substance of their offers after the offers have been opened.

4. Evaluation of offers:

The entire process of evaluation of the offers shall be in two stages:

- 4.1. Stage I: The Technical bid of all the offers that are received within the date and time mentioned herein shall be opened after due date and time. The technical suitability of the tenderers shall be evaluated based on eligibility criteria and verification of the document submitted by tenderers with the technical bid. The financial bid of only those tenderers shall be opened who are shortlisted in stage I.
- 4.2. **Stage II:** The date and time of opening of the Financial Bid shall be intimated to the shortlisted tenderers and shall be opened at such appointed date and time. Both the bids will be opened electronically and will be immediately available on tender uploading site for viewing to bidders. However, if bidders wish they may remain present at the time of electronic opening of bids at IRCTC, Corporate Office.
- 4.3. During E-Tender evaluation, the IRCTC may, at its discretion, ask the tenderer for a clarification of its bid. The request for clarification and response shall be in writing. No change in the price or substance of the E-Tender shall be sought, offered or permitted, in response.
- 4.4. The E-Tenders received will be evaluated by IRCTC to ascertain **the highest acceptable bid quoted.**

5. Rates

- 5.1. The bidders are required to quote annual concession fee without Taxes. Taxes as applicable will have to be paid in addition to the quoted annual concession fee.
- 5.2. IRCTC reserves the right to renew the contract beyond the 2 year period solely for operational reasons on the same rates, terms and conditions, subject to satisfactory performance of services.
- 5.3. Prior to the detailed evaluation, IRCTC will determine whether each bid is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is:
 - a) One that limits in any substantial way the scope, quality, or performance of the product/material/stores.
 - b) One that limits, in any substantial way that is inconsistent with the Tender documents, the IRCTC rights or the successful bidders' obligations under the contract; and
 - c) One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by the Authority and may not subsequently be made responsive by the bidder by correction of the nonconformity. The Authority's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by the Authority in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.

6. Earnest Money:

- 6.1. Bidders are required to deposit EMD of Rs. 5,00,000.00 through the e-tendering website www.tenderwizard.com/IRCTC only. In case of non-submission of the said EMD, the bid will be summarily rejected. It may be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
- 6.2. EMD of unsuccessful bidders shall be returned within one month without any interest after issuance of letter of Award.
- 6.3. No interest shall be payable by the Purchaser on the Earnest Money.
- 6.4. The Earnest Money of the successful tenderer will be returned / adjusted after the Security Deposit as required is furnished.
- 6.5. In case bidder (whose offer has been accepted), fails to accept the contract, his Earnest Money Deposit (EMD) shall be forfeited by IRCTC.

In case, an invalid or unworkable or unrealistic offer is submitted by any firm allegedly by mistake & its subsequent withdrawal, it may please be noted that in such an eventuality their EMD will be forfeited-

7. Non-transferable:

E-Tenders are not transferable. IRCTC reserves the right to reject any or all of the E-Tenders in part or full at its sole discretion without assigning any reasons.

8. The tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paragraphs are completely and correctly fulfilled. E-Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.

9. Withdrawal of Bids-

- 9.1. If Bidder withdraws its bid before opening of tender by uploading the letter in e-tender site, EMD of bidder will be refunded if already deposited.
- 9.2. If bidder withdraws or amends, impairs or derogates its bid after opening of the technical bid and before opening of Financial bid in writing and the letter is uploaded in the tender site before opening of Financial bid, EMD of bidder will be forfeited.
- 9.3. If bidder withdraws or amends, impairs or derogates its bid after opening of Financial bid EMD of bidder will be forfeited. In such cases if bidder becomes highest bidder after opening of Financial bid, the bidder shall also be debarred for a period of one year.

10. Discrepancies:

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

1. Instructions to the Tenderers
2. Financial bid
3. Technical bid
4. A-General Information
5. B- General conditions of license Section –One and Section –Two

11. Bid Rejection Criteria

Besides other conditions and terms highlighted in the document, bid may also be rejected under following circumstance

- 11.1 Bids received by IRCTC after the last date & time for receipt of bids prescribed by IRCTC in the tender documents.
- 11.2 Revelation of prices by the bidder in any form or by any reason, for example by indicating in Technical Bid packet, before opening the Financial Bid.
- 11.3 **Non-submission of duly filled-in signed and stamped Integrity Pact.**
- 11.4 Bid received is incomplete. Bid is not accompanied by all requisite document.
- 11.5 Failure of the bidder to respond to the clarification sought by IRCTC or attending the Technical Presentation, if

called by IRCTC, within stipulated time period during the bid evaluation process.

11.6 Financial bids that do not conform to the e-Tender Schedule.

11.7 Information submitted in bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

12. Pre-Bid meeting

12.1 Online Pre-bid meeting with prospective bidders shall be conducted as per schedule mentioned. The link for Pre-bid meeting will be uploaded on www.irctc.com under active tenders.

12.2 All pre-bid queries must be sent as per schedule mentioned in tender document through e-mail to gmservices@irctc.com in Excel sheet (.xls or .xlsx) as per format given below.

Company Name:		M/s				
S.No.	Name and number of section /annexure / Page No. of tender	Name and number of sub category / table, if any	Item no., if any	Item description	Query	Description of requested change/ clarification

Note: IRCTC reserves the rights to not consider any query received after schedule date and time.

- All clarifications/questions must reference the appropriate Tender page and section number. Bidders must inquire in writing w.r.t. any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in this Tender prior to submitting the proposal. If a bidder fails to notify IRCTC of any error, ambiguity, conflict, discrepancy, exclusionary specification or omission, the bidder shall submit the proposal at its own risk and, if awarded the contract, shall have waived any claim that the tender and contract were ambiguous and shall not contest IRCTC' interpretation. If no error or ambiguity is reported by the deadline for submitting written questions, the bidder shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.
- Response to pre-bid queries shall be posted on tender wizard and www.irctc.com/activetenders. IRCTC reserves the right to amend answers prior to the proposal submission deadline. Corrigendum or addendum regarding this Tender, if any, will be published on the tender wizard and www.irctc.com/activetenders.

13. Jurisdiction:

The Courts situated at New Delhi shall have exclusive jurisdiction in relation to any disputes/difference in respect of tender document/license agreement

Annexure-‘IA’

Certificate duly certified by Chartered Accountant
Letter Head of Chartered Accountant

Turn Over from catering and hospitality business (In INR)				
Year (2020-21)	Year (2021-22)	Year (2022-23)	Year (2023-24)	Year (2024-25)

This is to certify that turnover of M/s_____having its office at_____ from catering & hospitality business as mentioned above is duly reconciled with GST returns in last Five financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) in India. This turnover is from units which undertake production and sale/service of cooked food items.

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

Signature of the Chartered Accountant

Name of the chartered Accountant

Name of the firm

SealMembership NO.

e-mail id.

UDIN No.

Date

NOTE:- (i) For establishing the eligibility of bidder as per of Eligibility Criteria, turnover of last five financial years i.e., 2020-21, 2021-22, 2022-23 2023-24 and 2024-25 will be taken.

(ii) The above turnover should not include the business as Trader/Stockist/Distributor

(iii) The above turnover should not include inter unit transfer (Stock transfer sale)

(iv) In case of any deviation or remarks of Charter Accountant regarding any reservation, the certificate will be rejected and will not be considered.

(v) Certificate without UDIN will not be considered.

(vi) In case of 2024-25, Financial Turnover certificate duly certified by CA with UDIN number will suffice.

Annexure-'IB'**Self-Declaration from the bidder**

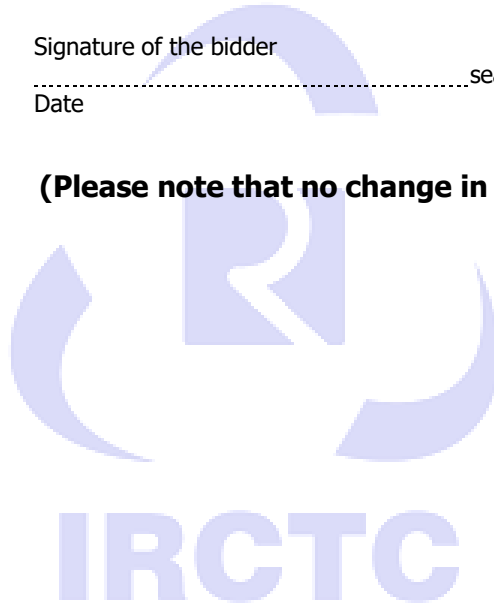
I,, S/o Sh., aged aboutyears, Prop/authorized signatory of do hereby solemnly affirm and declare as follows:-

1. I say that I am an authorized signatory of the company/firm.....and hence competent to sign and swear this self declaration.
2. That the company/firm namelyhas not been debarred/blacklisted/ banned by IRCTC or Railways or Ministry of Railways/other CPSUs/Govt. Department as on the date of tender opening.
3. That I undertake to inform IRCTC about any ban or blacklist imposed by IRCTC/Railway/Ministry of Railway in future and understand that the award shall be kept in abeyance for the period of ban/blacklisting.
4. That this self declaration is given for participation in tender process with IRCTC.

Signature of the bidder

.....seal
Date

(Please note that no change in format of declaration is permitted)



Annexure-IC**DECLARATION FOR PROVIDING CREDENTIALS**

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

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

Signature of the authorized signatory of bidder

Date

Annexure –'A' Detail of Train

Detail of train		
Train No.	82902/82901 Ahmedabad-Mumbai Central-Ahmedabad (ADI-MMCT-ADI)	
No. of Rakes	01 (One)	
Frequency	6 days a week, Ex-ADI (Mon, Tue, Wed, Fri, Sat & Sun)	
Running Between Tentative	ADI Dep. -0640 hrs Arr.- 2220 hrs	MMCT Dep. -1545 hrs Arr.- 1305 hrs
Via	ND, BRC, BH, ST, VAPI, BVI	
Detail of coaches in a rake-tentative	LWLRRM-2, EC-3 & CC-13 = 18 Coaches.	



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

Annexure-B- Financial Bid

Dear Sir,

- i) I/We agree to provide catering services in below trains as advised by IRCTC.
- ii) I/We further certify that I/We am/are ready to provide catering services as per the terms and conditions of the bid document.
- iii) I/We understand that license is only on adhoc basis to maintain the services in public interest and IRCTC/Railway will award regular license as per extent policy guidelines.
- iv) I/We shall vacate and handover the possession of railway property (pantry car, mini pantry etc.) to IRCTC/Railway administration as and when advised by IRCTC. IRCTC decision in this regard shall be final and binding.
- v) I/We understand that license may be extended as per the general conditions section-I clause 3.1 licensee shall be bound to manage the services as extended by IRCTC on payment of pro-rata concession fee plus applicable taxes.
- vi) I/We understand that IRCTC reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
- vii) I/we agree to abide by all the terms and conditions of the bid document.
- viii) **"Minimum guaranteed Concession Fee per annum (excluding taxes) to be Rs. 2,67,90,000/- . Any offer less than the amount mentioned shall be rejected".**
- ix) **"Minimum guaranteed License fee for onboard sale of magazine is Rs. 5,25,000/- (excluding Taxes)**

TO BE FILLED BY THE BIDDER				
Guaranteed Concession Fee for one year (in Rs.), excluding tax				
SN	Train No.	Train Name	(in figures)	(in words)
1	82902-82901	Ahmedabad-Mumbai Central- Ahmedabad Tejas Train (ADI-MMCT-ADI)	To be filled Online only in the financial bid excel format	
Guaranteed Annual License fee for onboard sale of Magazines (in Rs.) excluding tax				
2	Annual License fee for onboard sale of Magazines		To be filled Online only in the financial bid excel format	
Grand Total			format	

Note:

- The E-Tenders received will be evaluated by the IRCTC **to ascertain the highest quoted Grand total rate of "Guaranteed Concession Fee for one year (in Rs.), excluding tax" and "Guaranteed Annual License fee for onboard sale of Magazines (in Rs.) excluding tax"**. In case two or more bidders quoting the same grand total amount, the contract will be awarded to the bidder with highest average turnover for the last Five financial years as mentioned in the Qualifying Criteria.
- The above **quoted Grand total rate of "Guaranteed Concession Fee for one year" and "Guaranteed Annual License fee for onboard sale of Magazines"** plus applicable taxes is to be deposited by the successful bidder within 07 days of issue of Letter of Award.
- In case of discrepancy in the amount quoted in figure and words, the amount quoted in words will be taken into consideration.
- Any overwriting, correction or insertion will not be accepted.
- Goods & Service Tax {GST} is payable extra as per applicable rates.
- In case of any information submitted by the bidder being found to be incorrect either before or even after the award of license, IRCTC will have the right to summarily reject the bid, terminate the contract with forfeiture of EMD / SD / LF and debar the bidder / licensee for a period of 01 year.
- IRCTC reserves the right to inspect bidder's establishments or through any other agency as notified by IRCTC
- IRCTC reserves the right to cancel the Tender process at any time without assigning any reasons.



1. Declaration

- I/We do hereby declare that documents submitted are true to the best of my/our knowledge and also that we shall be bound by the acts of my/our duly constituted attorney.
- I / We hereby understand that the submission of Bid does not guarantee for award of license. I / We further understand that in case of any information submitted by me / us being found to be incorrect either before or even after the award of license, the IRCTC will have the right to summarily reject license, at any time without assigning any reason whatsoever.
- I / We have read the general guidelines and bid document attached hereto containing the Terms and Conditions and agree to abide by such conditions. I / We offer the Bid for operation and provision of onboard catering services in subject train for a period of 2+1 years in the attached schedules and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of license.
- I/We understand that In case of acceptance of Bid by the IRCTC, I / We bind myself / ourselves to execute the license agreement awarded to me / us and to commence the work as per the conditions of license failing which, I / We shall have no objection for forfeiture of the full Earnest Money Deposit (EMD),/deposited by us with IRCTC, New Delhi in addition to other penalties specified under the terms of license.
- 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.
- 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.
- 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 1 year.
- 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 Mail / Express / Superfast trains having pantry car / mini pantries.
- 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.



IRCTC

BID DOCUMENT CHECKLIST**(MANDATORY DOCUMENTS as per the Technical Bid)**

S.N.	Documents to be submitted by the bidder	Tender Reference	Bidder's Remarks
1	Self Declaration (No change in format /declaration is permissible)	Qualifying Criteria SN.1 Annexure-1B	
2	<ul style="list-style-type: none"> Copies of Currently valid Food Licenses (FSSAI) for both the units. Copies of Currently valid relevant ISO-certificates of these two units. 	Qualifying Criteria SN.2	
3	Audited Balance sheet and profit & loss account for the FY 2020-21, 2021-22, 2022-23, and 2023-24 duly certified by CA, mentioning UDIN number shall be submitted along with the Bid, scanned and uploaded. In case of 2024-25, Financial Turnover certificate should be duly certified by CA with UDIN number.	Qualifying Criteria SN.3	
4	Certificate from CA (in the format of Annexure IA) that the turnover figures for FY 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25, are reconciled as per GST returns. Annexure-IA is to be scanned and uploaded stamped dated and signed by CA.	Qualifying Criteria SN.3 Annexure-IA	
5	Certificate of Incorporation/registration.	Qualifying Criteria SN.3	
6	Certificate for net worth issued by Chartered Accountant. The Audited Balance Sheet and profit & Loss statement for FY 2023-24 duly certified by CA with UDIN number shall be necessarily submitted for assessing the Net worth of the Company.	Qualifying Criteria SN.4	
7	Integrity Pact , duly filled in and signed by authorized signatory with witness signature	Qualifying Criteria SN.4 Annexure-M	

NOTE: Non submission or partial submission or incomplete submission of any of the document listed above in 'mandatory criteria' will lead to summary rejection of the offer and no correspondence in this regard shall be made/entertained.

However, IRCTC reserves the right to, but without any obligation to do so, seek any clarification only in case of historical documents that pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.

1. GENERAL INFORMATION

The details of the train are enclosed as **Annexure- A**.
 Sector wise catering services and applicable catering charges for each service at **Annexure – C**
 Financial bid format is enclosed at **Annexure- B**.
 General Conditions of the license are enclosed as **Annexure- D**.
 The level of complaints and applicable penalties are placed at **Annexure – E**
 Suggested design of packing placed at **Annexure-N**.

SCOPE OF WORK

The Scope of Work in the Train fully owned by IRCTC run between Ahmedabad-Mumbai-Ahmedabad will cover the following Services as given below:-

- 1. Catering services in the Train:-** The service provider shall provide catering related services in the train based upon occupancy levels. IRCTC shall pay requisite amount for catering on production of Bills.
- 2. Housekeeping services in Train:-** The service provider will also be responsible for the housekeeping services inside the train. Cleaning items / Detergents / Chemicals / disinfectants/ Hand Wash/Fuel & Chemical for fogging machine Refills etc. used for cleaning of Toilets, Inside coaches for passenger as well as vestibule area shall be provided by the Licensee.
- 3. Station Reception Service at Originating and Enroute Boarding Stations:-** The Service Provider shall facilitate Station Reception as well as Current Booking arrangements. For this, a suitable temporary Counter/Kiosk may be made available at an earmarked location at all Stations including Enroute Halt Stations. Pre-Booked as well as Current Booking passengers shall be guided to their respective Coaches through station announcements/ushering.
- 4. Arrangement of Proper Security (only Male Guards):-** Adequate number of Security Guards will be provided by service provider.
- 5. Light Blanket and soft pillow to be provided to passengers of EC class on demand.**
- 6. Magazines-** The Service Provider will be permitted to sell magazines inside the train on payment of annual License Fee. The Magazines shall be neatly stacked in a trolley ensuring no disturbance to the passengers. The magazine sold on-board shall not contain topics related to the negative list as below which is only illustrative in nature and not comprehensive:
 - Obscene, Anti- National & Anti- Social Contents.
 - Carrying Advertisements of drugs, alcohol, and cigarette or tobacco items.
 - Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860.
 - Any content that threatens or adversely affects the public image of IR/ State/ Central Government or IR's ability to operate its facilities or IR's ability to attract and preserve patronage of passengers.
 - Branding by political parties, religious institutions/ outfits and individual personalities.
 - Carrying Advertisement banned by the Advertising Council of India or by law.
- 7.** Extant policy guidelines of IRCTC with respect to Non-fare revenue shall be adhered to. In future, if IRCTC decide to assign the management of any other Non-Fare revenue activity to the service provider, the same can be decided on mutual consent and the additional license fee will be applicable on pro-rata basis for undertaking such Non-Fare revenue activity by the Service Provider.

The detailed scope of work will be as below:

Hospitality Services- General Instructions

A. The Service provider shall provide :

1. The Onboard Service provider and its staff shall work in close coordination with the Train Captain of IRCTC to ensure the success of the train and a pleasant journey for the passengers.

2. 50% of the on board catering staff should be female, ensuring at least one hostess in each coach.
3. Passenger Comforts: Providing a cordial atmosphere for Passenger to ensure a luxurious Journey.
4. Maintaining suitable atmosphere and ambient temperature. (Heating and cooling to suit Passenger comforts).
5. To take specialized care of both the young, elderly and people with physical disability.
6. Training of the personnel / staff including fire fighting, first aid & soft skills.
7. Efficiency, promptness, good behavior, courtesy and politeness to the Passengers at all times.
8. Responsive, flexible and efficient service.
9. Quick response and resolution to complaints with a defined escalation process in place.
10. The highest standards in timely service, food, beverages and cleanliness.
11. Delivery of a welcome, positive inviting experience.
12. The ingredients to be used should be FSSAI Certified.
13. All manpower provided by the Service provider shall be smartly dressed as approved by IRCTC in a complete uniform with formal shoes. In addition, the employees should also be wearing an identity card displaying their names with the IRCTC given Logo. The Uniform including design and colour combination should be approved by IRCTC.
14. The Hospitality Management Service provided by the Service provider would commence on arrival of Passengers at Railway Station at the commencement of each trip, continue throughout the duration of the journey of the Train and conclude on the departure of the Passengers from the railway station at the end of the trip. The service would encompass any unforeseen delay that may occur during the journey.
15. The Catering, reception and Housekeeping team should have adequate training and work experience. The team should be well co-coordinated with all departments reporting to the **Train Manager of the service provider**, who in turn will report to IRCTC Train Captain. It must be ensured by service provider that on board staff possess good communication skills with fluency in English and Hindi and preferably in the vernacular languages.
16. Wheel chair on demand will be arranged for the passengers.

B. FOOD AND BEVERAGE SERVICES:

1. **Packaged drinking water bottles** (Rail Neer PDW or as approved by IRCTC only) to be provided to every passenger on-board. Additional requirement, if any can be purchased on MRP.
2. Servicing food and beverages (non-alcoholic) as prescribed, in all areas of Train.
3. Breakfast, Tea, Evening Snacks, Lunch /Dinner is to be provided as per IRCTC Menu. The variants of tea and coffee will be provided to passengers on demand on an unlimited basis.
4. Adequate number of Jain/diabetic meals shall be ensured to be served to passengers on demand to the extent possible.
5. Preparation of the cuisine, ensuring quality standards in food preparation and service in Base kitchen.
6. The service provider would have to make arrangements to load and offload required supplies at different stations.
7. Service Provider will arrange their own good quality crockery, cutlery, napery, flasks etc. Ancillary items such as containers, trays etc to support the services shall have to be procured and provided by service provider. Use of single use plastic should be discouraged. Wooden disposable cutlery may be preferred.
8. Service provider will be responsible to wash, clean, store, maintain and be responsible and accountable for all table ware, service ware and any other items such as cutlery, crockery, and glass / crystal wares.
9. Maintain the mini pantries on board the train in a hygienic manner including the regular cleaning of utensils and proper storing of all materials and stock.
10. Ensure thorough cleaning of the mini pantries in the early hours before active work begins and before completion of the journey.
11. Keep the shelves, cupboards, other storage racks and refrigerators scrupulously clean and tidy at all times and ensure thorough cleaning.
12. Clean the sink, used utensils and crockery with a good quality cleaning solution.
13. Ensure no dirty utensils, crockery or any other items lie on the coaches and inside the mini-pantry car.
14. Aluminum Compartment trays/ casseroles of 85 micron should be used for packaging of meals.
15. Meals should be served using trolleys. Colored Trays to be procured and provided by the service provider as per the design of the trolley.
16. Bone China Crockery should be used for Executive Class Passengers.

C. SECURITY SERVICES

1. The Service provider shall provide 3 (three) skilled and trained security guards on board in proper uniform as approved by IRCTC. In addition to this, 01 (One) more Security Guards should be provided at the originating station during maintenance/ stabling in Railway yard. Security Guards/persons should be sourced from the reputed security agency.

2. One of the security personnel deputed for train duty may be nominated as security in-charge for the particular trip.
3. The security personnel shall have to look after the security requirements of the passengers during the trip including debarring unauthorized entry.
4. They have to ensure that the doors of the coaches are locked and no un-authorized person enters in to the train during train running / halts without the permission of Train Captain.
5. The security guards will be present at the door of the coaches at the time of boarding and de-boarding for helping the passengers in the same.
6. There will be an overall external security be provided by the Railway Protection Force (RPF) but this has to be augmented by security services of the Service provider.
7. Any untoward or unusual activity or person noticed by them should be immediately brought to the notice of train Captain.
8. Walkie-Talkie sets once provided shall be handled effectively by security personnel.

D. HOUSEKEEPING SERVICES

CLEANLINESS OF COACHES AND TOILETS:

1. Service provider shall provide 01 (One) suitable House Keeping staff per two coaches for proper cleanliness and upkeep of coaches & toilets through the cleaning staff.
2. Personal hygiene of staff should be given prime importance. Staff should be clean-shaven; trimmed nails, neatly pressed uniform, and resume duties after bath. They should be provided with gloves for use during washing and cleaning.
3. Mirrors fitted above the washbasin placed inside /outside the toilets should be thoroughly cleaned with the specific mirror cleaning agent and dried with glass cloth.
4. Washbasin and connected panels should be thoroughly cleaned with suitable cleaning agents and dry mopped with duster cloths.
5. Housekeeping staff will not be allowed to handle food, under any circumstances.
6. Apart from inbuilt dustbins fitted beneath the washbasins, additional dustbins fitted with lids having minimum 15 kg capacity, inside part duly wrapped with biodegradable garbage bags should be placed near the vestibule region for collection of additional garbage. Special attention should be given for cleaning of vestibule.
7. In built and detachable dustbins should be cleared at nominated railway stations wherein railways have provided facilities for garbage collection at the respective platforms.
8. The inside part of dustbins should be cleaned thoroughly after each clearance and dustbin bags should immediately be replaced.
9. Floor of all the coaches should be swept, sprinkled with scented Branded cleaning agent mopped and dried.
10. Toilet floors have to be thoroughly cleaned without water stagnation duly disinfecting with a branded cleaning agent.
11. Occupied seats should be cleaned only with the consent of the respective passengers occupying the seat.
12. Frequency for cleaning toilets and coaches is to be done as mandated and as and when required by passengers.
13. Availability of Sanitizing covers of western style toilets are to be ensured in all western style toilets in train. Biodegradable Garbage Bags for these used covers are also to be provided within the toilets.
14. Refilling of napkin, tissue, Air Freshener, Sanitizing covers of western style toilets and branded liquid soap as approved by IRCTC should be done by Service provider.
15. Cleaning of trays attached to passenger seat should be ensured by the House Keeping Staff.
16. Housekeeping staff should move around in the coach alley with empty bio degradable garbage bag once services are completed by the Catering Staff.
17. Check List Time Table to be maintained and pasted inside the toilets duly signed by On Board House Keeping Supervisor.
18. Vacuum Cleaning of Floor & Seats by using wireless battery operated vacuum cleaners to be ensured.
19. **Activity of Pest Control during the run shall be managed by the Service Provider ensuring the following conditions:**
 - a. Measures to control pest, cockroaches, flies, ants and rodents and ensure the train is free of such pests at all times (during operation and non-operation periods)
 - b. General disinfections for cockroaches, pests, flies, ants, fruit flies etc / rodent control / termite control for all coaches and stores areas where items are kept.
 - c. Removal and disposal of all rodents, pests and insects etc dead or alive.
 - d. Pest Control measures will have to be maintained throughout the contract tenure during the run so as to ensure the train is completely free of any possible pest infestation.
 - e. Pest Control standards are to be as per prescribed norms.
 - f. Proper fogging in all coaches on regular basis in yard half an hour before placement of rake at platform and

immediately after disembarking of passengers in the return direction.

20. **GARBAGE REMOVAL:** All garbage should be segregated into biodegradable and non-biodegradable types and should be disposed-off at garbage disposal bins at nominated Stations and not to be thrown on the tracks.
The bio-degradable garbage shall be compressed before disposal and collected in a biodegradable garbage bags.
21. The cost of consumable & cleaning equipment shall be borne by the service provider. Consumable used should be of branded quality. Eg. Diversey/CareClean/ ElixirCare/ Grenove.

E. OTHER SERVICES TO BE PROVIDED BY SERVICE PROVIDER

Service provider needs to have contingency plans to tackle all perceivable threats e.g.

- a. Bomb Threat
- b. Terrorist Threat
- c. Death of Passenger / staff
- d. Riots and civil disturbances.
- e. Blackout
- f. Leakages and Flooding.
- g. Derailment / Accidents.
- h. Hostage Crisis.
- i. First aid and Medical Emergencies-At least 02 First Aid Kit (01 with train Manager of IRCTC and 01 with Train Manager of Service Provider) should be maintained on the train. Proper First Aid Training is to be imparted to all the staff.
- j. Emergency change of station / bypassing the planned stop at station
- k. Fire Fighting & Fire Fighting Training

The Service Provider should have established systems after consultation with IRCTC for:

- a. Lost and Found
- b. Passengers Complaints.
- c. Passenger / Staff injury and sickness
- d. Staff Rotation
- e. Other duties

F. CO-ORDINATION WITH RAILWAYS

The service provider to collaborate with the respective Railway/IRCTC officials to ensure:

1. Loading of supplies wherever necessary
2. Liasoning for various services in coordination with Railway/IRCTC officials such as placement of train on platform, watering of coaches, etc.

E1. Execution of contract will be the responsibility of GGM/WZ/IRCTC or their authorized representatives.

G. Station Reception and assist-in Ticket checking activities On Board.-

1. Station Reception arrangement will be the responsibility of the Service Provider. A temporary reception counter at the designated place of the station is to be provided.
2. On Board Catering Staff will assist IRCTC Staff in ticket checking On-Board, for which IRCTC will provide initial training.
3. However, Service provider shall arrange to depute at least one person at the starting station on nominated place for assisting IRCTC Staff in booking of Train Ticket on IRCTC provided POS machine. This Ground arrangement will start at least 1 Hour prior to the scheduled train departure time.
4. All the deputed staff on the stations will be dressed as decided by IRCTC (Dress will be provided by the service Provider).
5. It is the responsibility of Service provider to ensure that no unauthorized person is travelling inside the train.
6. The Service Provider shall facilitate Station Reception as well as Current Booking arrangements. For this, a suitable temporary Counter/Kiosk may be made available at an earmarked location at all Stations including En-route Halt Stations. Pre-Booked as well as Current Booking passengers shall be guided to their respective Coaches through station announcements/ushering.
7. Staff deputed for On Board Catering Services should be available at coach entrance for welcoming the passengers during boarding.

2.0 Catering

2.1	Catering services and Menu & Rates	<p>The licensee is required to provide defined catering services as per IRCTC menu free of cost to the passengers. The details of Menu along with variants to be served in each service are placed at Annexure- "C".</p> <p>The train wise mandatory catering services to be provided to the passengers, along with catering charges payable to Licensee are enclosed as Annexure- "C".</p> <p>No passengers shall be denied any service for which She / He have pre-booked and paid for.</p>									
2.2	Advise of meal by IRCTC	The dishes to be served from the prescribed menu shall be subject to periodical change. The change shall be communicated to the Licensee by IRCTC well in advance.									
2.3	Supply of Baby Food	The Licensee is required to provide baby food free of charge to infants less than three years of age.									
2.4	Additional catering services due to late running etc.	<p>Licensee is liable provide additional catering services due to late running of the train for more than 02 Hours or other emergencies etc. The additional meal services shall be provided free of cost to the passengers. Charges for additional meal will be payable by IRCTC. Branded RTE food packets are to be served during late running of train for Lunch /Dinner and the charges shall be reimbursed as per the rates prescribed below for late running meals.</p> <table border="1"> <thead> <tr> <th>Service</th><th>Items to be served</th><th>Rates</th></tr> </thead> <tbody> <tr> <td>Lunch/Dinner</td><td>RTE meal containing combination serving of Daal & Rice or Kadi & Rice or Rajma & Rice or Dahi Khichdi or Biryani etc. of minimum weight of 200 gms. (Combined) shall be provided.</td><td>Rs. 50.00</td></tr> <tr> <td>Tea/Coffee</td><td>Tea/Coffee supplemented with Two Nos. (Marie Brand) Packed Biscuits</td><td>Rs 10.00</td></tr> </tbody> </table>	Service	Items to be served	Rates	Lunch/Dinner	RTE meal containing combination serving of Daal & Rice or Kadi & Rice or Rajma & Rice or Dahi Khichdi or Biryani etc. of minimum weight of 200 gms. (Combined) shall be provided.	Rs. 50.00	Tea/Coffee	Tea/Coffee supplemented with Two Nos. (Marie Brand) Packed Biscuits	Rs 10.00
Service	Items to be served	Rates									
Lunch/Dinner	RTE meal containing combination serving of Daal & Rice or Kadi & Rice or Rajma & Rice or Dahi Khichdi or Biryani etc. of minimum weight of 200 gms. (Combined) shall be provided.	Rs. 50.00									
Tea/Coffee	Tea/Coffee supplemented with Two Nos. (Marie Brand) Packed Biscuits	Rs 10.00									
2.5	Modification/ improvement in menu and charges payable	The menus given are prescribed minimum menus and can be improvised with the approval of IRCTC from time to time. Similarly, the charges payable may also be revised in case of additional items introduced or due to change of policy.									
2.6	Supply of sponsored material by IRCTC	On getting sponsorship for various items, IRCTC will 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 deducted from the running bills. The above sponsored material will be supplied at originating/destination									
2.6A	Supply of newspapers	Licensee is required to supply fresh newspaper to the passengers, in morning/evening, as per the directives of IRCTC. The prescribed rate payable to licensee for provision of supply of newspaper per passenger is @ MRP rates or as prescribed by Zonal Railway and as certified by onboard TS in prescribed format.									
2.7	Supply of Packaged Drinking Water ('Rail Neer')	<p>It is mandatory for the Service Provider to supply one Rail Neer (Packaged Drinking Water –1000 ml) chilled free of cost to the passengers.</p> <p>The Service Provider shall be responsible for storing, cooling, and distributing 'Rail Neer' to the passengers.</p> <p>Any additional demand shall be charged @ MRP from the passengers.</p>									
2.8	Rates for supply of Rail Neer	<p>Rail Neer to the Service Provider will be provided by IRCTC at the rates mentioned in Annexure C.</p> <p>The above rates are subject to change from time to time as revised by IRCTC.</p>									

2.9	Supply of Rail Neer	In case of non availability/ inadequate supply of Rail Neer by IRCTC, Service Provider will be permitted to supply Packaged Drinking Water of IRCTC approved brands from time to time for which he should inform IRCTC Central / Zonal Control offices, as the case may be, <u>before the scheduled departure of the train</u> . E-Mail IDs of IRCTC Control offices are : -		
		Central Zone Control	centralcontrol@irctc.com	011-23345300
		North Zone Control	controlnorthzone@irctc.com	011-23322147
		East Zone Control	controleastzone@irctc.com	033-26381743
		West Zone Control	controlwestzone@irctc.com	022-22632484
		South Zone Control	controlsouthzone@irctc.com	044-28365031
		South Central Zone Control	controlsouthcentralzone@irctc.com	040-27800648
2.10	Standards of services	The Licensee is expected to provide on-board services of high standard with regard to quality, hygiene and presentation as per menu, sector wise and service wise, prescribed. Adequate spare stock of crockery and cutlery will be maintained by Service Provider. For the passengers of Executive class, the services will be more personalized through high quality crockery, cutlery, napkin etc.		
2.11	Up gradation of Services			
2.12 (a)	Use of Service trolley	Licensee shall ensure use of available trolleys for service in coaches on commencement of services.		
2.12(b)	Staff Uniform	<p>The licensee shall provide distinctive uniform comprising of trouser, Shirt, Cap, Shoes, aprons to the service staff. For winter suitable pullover/coat is to be provided. The colour of shirt, trouser, apron, pullover/ coat and cap will be decided and intimated to IRCTC. In order to ensure personal hygiene 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.</p> <p>(i) To ensure change of apron two different colours of aprons to be used. Licensee shall provide two aprons of different colours per day to the service staff. One apron shall be put on for up train and apron of different colour shall be worn for down train. However color of apron for all service staff at a time shall be same.</p> <p>(ii) Each service staff must have Name plate, No tips badge. ID card must always be available with the service staff.</p>		
2.12(c)	Transport/Transshipment of Food	All food at the loading stations has to be transshipped / transported in fully covered battery operated vehicles (e-Carts) by licenses. Transport of food in stations in wooden/ iron hand pulled carts /trolleys is strictly prohibited.		
2.12(d)	Provision of Hand sanitizer to the passengers	One sachet of hand sanitizer (1 ml) to be provided to each passenger with each meal (Breakfast, Lunch, Evening snack and Dinner).		
2.12(e)	Packaging conditions	Crockery, cutlery, napery and other service wares used on the train are required to be of good quality and to be specifically approved by the IRCTC. Above items must to be hygienically cleaned. Suggestive packaging will be as per annexure- N. IRCTC reserves the right to prescribe packaging material/conditions from time to time. IRCTC logo should be prominently displayed. Service provider is permitted any other advertisement on Crockery /cutlery / napery and other service wares. Stickers mentioning the licensee name, item name, FSSAI No., Date of Supply with Brown color filled triangle inside a square with brown outline for Non-Veg and green color filled circle inside a square with green outline for Veg should be pasted on the casseroles/ containers as per food safety and standards (labeling and display) regulations, 2020.		
2.13	Occupancy certificate from Train Superintendent	<p>The Service Provider should get occupancy of the train certified from Train Captain of IRCTC for each trip coach as well as class wise.</p> <p>The occupancy certificate should clearly indicate number of Rail Neer Bottles supplied and number of newspapers and MRP as well. These certificates are required to be furnished by the licensee while submitting the bills in triplicate to IRCTC for payment.</p>		

2.14	Payment to the Licensee	Payment for the on-board catering services will be made by IRCTC to the Licensee on the basis of the number of passengers served over different pairs of stations at the decided rates. (Annexure- "C"). The Licensee shall submit bills for onboard services, charges for the person employed for House Keeping and Security on fortnightly basis and the licensee along with certificates of the Train Captain of IRCTC for bills to be entertained. IRCTC will make necessary statutory deductions of tax at source and any other deduction in respect of the onboard catering services.
2.15	Point of Sale (PoS) Hand held device for Billing	Adequate number of Hand held POS Billing machines should be made available in the train for generation of e-bills and receipt of payment from passengers to avail additional services onboard.
2.16	Use of IRCTC Approved Brands for food and beverages as per IRCTC menu.	Use of approved Menu / Brands is mandatory from the IRCTC menu. In exigencies if any unapproved brand is used due to non-availability of approved brands, prior intimation should be given to IRCTC control with reasons.
2.17	Use of Coloured Service trays	Green & Red coloured service trays shall be used for service of Veg and Non-Veg meals respectively.
2.18	Passenger Complaints	In cases of established passenger complaints, the penalty shall be imposed as per Annexure-E

3. Ground arrangement and Internet ticketing:

3.1	Station Counter	Service provider shall arrange to depute at least one person at the starting station on nominated place for assisting IRCTC Staff in booking of Train Ticket on IRCTC provided POS machine. This Ground arrangement will start at least 1 Hour prior to the scheduled train departure time.
3.2	Ticket Checking Inside the Train	On Board Catering Staff of Service Provider will also assist IRCTC Staff in checking all the tickets inside the trains on real time basis on the Tablets duly linked with the IRCTC server. Service provider has no authority to authorize any person without the ticket.
3.3	Rules Applicable	The rules for selling /cancellation/refund of tickets will be as per the Guidelines provided by IRCTC.

4. INFRASTRUCTURE FOR PRODUCTION AND DISTRIBUTION OF FOOD ITEMS :

4.1	Adequate infrastructure	The licensee will be required to provide details of base kitchens en-route from where the meals shall be picked up by the licensee.
4.2	Kitchen Infrastructure	Such kitchens as mentioned above by the licensee shall be ISO 22000-2005 certified and FSSAI Compliant .These kitchens shall be equipped with CCTV Cameras within 15 days from the date of Commencement of Services. These CCTV cameras shall be linked to the IRCTC Control. The charges for live streaming of Kitchens and equipment will be borne by Service Provider.
4.3	Provision of Food safety supervisors in Licensee managed kitchens	IRCTC may deploy Food Safety Supervisors from time to time in the above mentioned kitchens of licensee to monitor compliance of food safety related aspects and hygiene. FSS shall have authority to conduct food safety audit, collect samples for testing and suggest corrective measures to ensure safe service of food. Licensee shall comply with the guidelines issued by FSS on day to day basis. Non-compliance of the same shall amount to default and would attract relevant penal provisions.

Annexure –D

GENERAL CONDITIONS OF LICENSE**SECTION – ONE****GENERAL PROVISIONS****1. DEFINITIONS**

IRCTC	Shall mean 'Indian Railway Catering and Tourism Corporation Ltd.', a Government Company incorporated under Companies Act 1956.
Concession fee	As Defined in article – 2.1 – Section One
Party	Shall mean either the IRCTC or the Licensee.
Day	Shall mean a calendar day.
Force Majeure	Shall mean an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the License; which, having arisen, such Party could not reasonably have avoided or overcome; one which is not substantially attributable to the other Party.
Interpretation	Words importing persons or parties shall include firms and organizations.
Jurisdiction	The award of License will be governed by the Jurisdiction of Courts situated in the state of Delhi only.
Meals	The term meals include Breakfast, Lunch, Evening Snacks and Dinner as per the prescribed Menu.

2. FINANCIAL TERMS AND CONDITIONS

2.1 (a)	Concession fee and Security Deposit	Annual quoted concession fee for 01 year plus applicable taxes is to be deposited by the successful bidder within 07 days of issue of Letter of Award. Thereafter concession fee is to be deposited yearly at least 01 months before due date (Example- if contract is commissioned on 10th Jan 2025, the concession fee is to be deposited before 09th Jan 2025, and next installment on 09th Jan 2026 and so on). Non-payment of installment of concession fee with above time limit will attract initiation of termination proceedings. Termination proceeding will start in case licensee does not deposit concession fee on due date. However, in case licensee deposits the concession fee during termination proceedings 12% per annum interest will be charged upto date of deposition of concession fee. Security deposit of Rs. 01 Crore is to be submitted by Licensee within 07 days of issue of Letter of Award.
2.1(b)	Payment to licensee by IRCTC	IRCTC will pay to licensee: 1) The catering charges as per Annexure-C and based on actual occupancy after deducting @10% towards license fee. 2) Charges for the person employed by service provider for House Keeping and Security as per Minimum Wages Act-1948 notified by GOI from time to time. The certificate to this effect will be submitted by the contractor at the time of raising bill that payment has been made to deployed employee as per Minimum Wages Act, 1948. 3) The deduction of Income tax shall be made as per prevailing extant rules. 4) IRCTC administration reserves the right to rationalize the menu items including increase/decrease in items. The management may decide to equate the food charges of Tejas Train with that of Vande Bharat Trains, if menu rates in Vande Bharat Trains is revised. In such cases the new rates will be payable to Service Provider only on the basis of catering charges collected from the passengers with due approval of the Competent Authority. The associated revision in License Fee in such cases is already inbuilt in the component of 10% of License fee being levied.
2.2	Refund of Security Deposit	The Security Deposit will be refunded on normal expiry of the contract including extensions given, if any without interest by the IRCTC on peaceful vacation of the train by the Licensee, after clearance of all outstanding including fines, damages or arrears arising out of the use of train/railway premises by the Licensee.

2.3	Payment of other charges by the Licensee	The Licensee shall pay 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																												
2.4	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.																												
2.5	Mode of payment of Security Deposit	Security Deposit shall be payable through Demand Draft drawn at Delhi in favour of Indian Railway Catering and Tourism Corporation Limited. <u>OR FDR hypothecated in the name of Indian Railway Catering and Tourism Corporation Limited (**Cheques will not be accepted).</u>																												
2.6	Mode of payment of Other charges	Other charges shall be payable to concerned IRCTC/zone through Demand Draft/Banker's Cheque/ NEFT/RTGS in favour of Indian Railway Catering and Tourism Corporation Limited NEFT/RTGS detail of concerned zone is as under – North Zone <table><tr><td>Account Name</td><td>Indian Railway Catering & Tourism Corporation Ltd.</td></tr><tr><td>Account Number</td><td>00030310005433</td></tr><tr><td>Account Type</td><td>Current</td></tr><tr><td>Bank Name</td><td>HDFC BANK</td></tr><tr><td>Branch</td><td>209-214, KAILASH BUILDING 26, KASTURBA GHANDHI MARG, NEW DELHI -1100001</td></tr><tr><td>IFSC Code</td><td>HDFC0000003</td></tr><tr><td colspan="2">**Cheques Will not be accepted</td></tr></table> West Zone <table><tr><td>Account Name</td><td>Indian Railway Catering & Tourism Corporation Ltd.</td></tr><tr><td>Account Number</td><td>00600310003749</td></tr><tr><td>Account Type</td><td>Current</td></tr><tr><td>Bank Name</td><td>HDFC Bank</td></tr><tr><td>Branch</td><td>Fort, Mumbai</td></tr><tr><td>IFSC Code</td><td>HDFC0000060</td></tr><tr><td colspan="2">**Cheques Will not be accepted</td></tr></table>	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		Account Name	Indian Railway Catering & Tourism Corporation Ltd.	Account Number	00600310003749	Account Type	Current	Bank Name	HDFC Bank	Branch	Fort, Mumbai	IFSC Code	HDFC0000060	**Cheques Will not be accepted	
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																														
Account Name	Indian Railway Catering & Tourism Corporation Ltd.																													
Account Number	00600310003749																													
Account Type	Current																													
Bank Name	HDFC Bank																													
Branch	Fort, Mumbai																													
IFSC Code	HDFC0000060																													
**Cheques Will not be accepted																														

1. PERIOD OF LICENSE

3.1	Total tenure of license	Term of license will be for a period for a period of Two Years from the date of commencement of services. This may be extended for another one year at the sole discretion of IRCTC. Further, In case of exigency or necessity of continuation of services, the Licensee shall continue to provide services at existing rates in the train on payment of pro-rata concession fee and at the sole discretion of IRCTC till the finalization of new contractual arrangement.
3.2	Commencement of the License	After selecting the successful Bidder, the IRCTC shall issue a Letter of Award (LOA) to the Selected Bidder. On receipt of the LOA, the successful bidder shall submit letter of acceptance in the prescribed format along with Security deposit & advance concession fee within 07 days from the date of LOA. Services should be commenced within 07 days from the date of payment of SD & concession fee and advise by IRCTC, 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 one year.
3.3	Exit from the license by Licensee	There shall be a lock-in for a period of 06 months from the date of commencement of services during which there shall be no exit by the licensee. After completion of six months Licensee can exit from the license by giving three months prior notice without assigning any reasons. However the date of exit will be determined by IRCTC which shall not be for more than six months from the date of notice
3.4	Exit by Licensee	If the licensee exits by giving three months notice period after lock-in period

		Security deposit will be forfeited by IRCTC. Proportionate concession fee for the balance period of license shall be refunded after adjusting outstanding if any.
3.5	Exit by IRCTC	IRCTC may exit from the license at any time after commencement of services by giving at least 2 months' notice in which case the SD, balance proportionate concession 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 for poor performance, breach of terms and conditions of the license, nonpayment of license fee as per schedule and non-payment of charges of meals supplied in Un-bundling model or due to any other reason as decided by the Competent Authority by giving 15 days' notice.
3.7	Exit by licensee without notice	Exit by licensee without notice shall be treated as breach of terms and conditions and License will be terminated with forfeiture of all deposits, concession fee etc. besides debarment for a period of one year.

2. **SUBMISSION OF BIDS**

4.1	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.
4.2	Bids not to be entertained	a) Conditional / telegraphic Bids shall not be entertained. Bids received late will not be entertained.
4.3	Signing and stamping of bid document	Copy of Complete tender document along with corrigendum (if any), signed and stamped on each page by authorized signatory of bidder shall be submitted along with the bid documents.
4.4	Withdrawal of bid	Please refer 'Instructions to Tenderers'
4.5	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 14 days notice to the Licensee, terminate the License. For the purpose of this Sub-Clause: "corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in License execution; "fraudulent practice" means a misrepresentation of facts in order to influence a procurement 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.
4.6	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.
4.7	Non acceptance of award	In case the successful bidder fails to accept the offer of award of License along with payment of security deposit and concession fee, within the stipulated time as advised by IRCTC, the license shall be terminated along with forfeiture of EMD. Further, he will be debarred from participating in the bidding process of future projects of IRCTC for a period of one year.
4.8	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. **OBLIGATIONS AND RIGHTS OF LICENSEE**

5.1	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 offense on the licensed premises Licensee will be solely responsible for its penalty and consequences.
5.2	Distribution of Menu cards	The Licensee shall carry sufficient numbers of approved menu cards & offer the menu cards to the passengers on demand for the information of the passengers. The menu shall be revised, from time to time, as per the approval of IRCTC.

5.3	ID cards to the staff of licensee	Licensee will issue ID cards to their staff. List of staff along with copies of ID cards will be made available to IRCTC zonal office and an updated list is to be submitted on monthly basis. In places where zonal Railways have prescribed a policy for issue of ID cards the same shall be adhered to by the licensee.
5.7	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.
5.8	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 or death of any person(s) occurring in the said premises, 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.
5.9	Inspection by Food/Health Inspectors	Licensee will also be obligated to get his premises inspected by Food/Health inspectors at regular intervals in addition to having a food License from concerned state authorities. Licensee will make available the premises for the inspection by the IRCTC or any person so authorized by the IRCTC at any time. The time to time guidelines from FSSAI will have to be strictly adhered to
5.10	Compliance of FSSAI	Licensee shall be responsible for the compliance of the provisions of Food Safety and Standard Act-2006 or any other amendments thereto.
5.11	Compliance of statutory law	Licensee shall be solely responsible for compliance with applicable laws such as .Goods & Service tax(GST) or any other applicable tax law, Provident Fund Law, Labour Law, Minimum Wages Law or any other law of the land and registration/approval from statutory authority, if required.
5.12	Use of FSSAI & IRCTC approved brands /products only	All food ingredients as per menu of IRCTC being used for preparation/service to the passengers shall be from IRCTC's approved list which is available @ www.irctc.com and bear FSSAI license number, as defined in the FSSAI act.
5.13	No unlawful/ illegal activity	Licensee shall not carry on any unlawful immoral or illegal activity in the train/at stations.
5.14	Provision of suggestion book	The Licensee shall keep a suggestion/complaint book at a conspicuous place where the passengers can register their suggestions/complaints without any difficulty. This suggestion book shall be serially numbered and pre-authenticated by the IRCTC.
5.15	Garbage collection	Garbage collection and its disposal after each service will be done by the licensee as per the guidelines issued by Railway/IRCTC.
5.16	Details of Staff Engaged	<p>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.</p> <p>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.</p>
5.17	Licensee's staff	<p>All Catering staff engaged by the Licensee shall gradually be qualified/certified and experienced as per the following specifications.</p> <p>Train Manager (Licensee): Should be minimum 12th Pass with Diploma in Hotel Management or Diploma in F&B Services from a Govt. recognized Catering Institute Should have minimum 05 years of work Experience in supervisory capacity in Catering Operations / Hotel Management.</p> <p>F&B Service staff: should 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</p>

		months experience in Food & Beverages Service operations.
5.18	Antecedent verification of licensee staff	The licensee shall not in any capacity employ any person of bad character or any person, whose conduct is not certified by the Police Authorities/MP/MLA/MLC/ Councilor/ Gram Panchayat/ Sarpanch/1 st Class Magistrate / Gazetted Officer and shall issue an appointment certificate (signed by the Licensee) which shall contain a photograph of the employed with his or her left/right hand thumb impression affixed thereon in Printer's ink which he will carry with him/her while on duty. The expenses for such verification are to be borne by the Licensee.
5.19	Training of licensee staff by IRCTC	IRCTC may organize training programmes to upgrade the skills of the licensee's staff for which licensee should depute the staff on communication from IRCTC including RPL training.

4. **CONDITIONS GOVERNING THE PERFORMANCE OF THE LICENSE**

6.1	Acceptance of award of License and submission of Security Deposit	Successful parties shall be required to accept the offer for award of license along with payment of security deposit and concession fee as per schedule prescribed by IRCTC. In case, offer for award of license is not accepted within the time limit fixed by IRCTC, the Service Provider shall be debarred from participating in the future projects of IRCTC for a period of one year with forfeiture of EMD.
6.2	Failure to deposit Security deposit – post commissioning of license	In case the successful bidder fails to submit security deposit and concession fee, within the stipulated time as advised by IRCTC, the license shall be terminated along with forfeiture of EMD. Further, he will be debarred from participating in the bidding process of future projects of IRCTC for a period of one year.
6.3	Execution of agreement	The successful Bidder shall be required to execute an agreement on non-judicial stamp paper of Rs.100/- at his cost before start of work. Till then the letter of award, Letter of acceptance and the tender document of license shall form the binding agreement between IRCTC and the Licensee.
6.4	Liability of IRCTC	The IRCTC will not be liable for any liability arising under the labour laws or any other law of the land, incurred by the Licensee.
6.5	Notice by Courier/ Registered AD	Any notice in terms of this License by either Party will be given at the address stated herein above by Courier/Registered AD Post/Email unless a different address has been intimated in writing against receipt. Upon the receipt of any other notice order, direction or any other communication from any competent authority (including notices, affecting the rates, taxes or other outgoings) in respect of provision of on board catering services in trains payable in whole or in part by one Party hereto, the other Party shall immediately deliver a copy of the necessary document, to that Party.
6.6	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.
6.7	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.
6.8	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).
6.9	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 The licensee shall depute a qualified person at all IRCTC food supply points to

		receive and acknowledge the meals supplied from the kitchen.
6.10	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 Security Deposit be forfeited by the IRCTC and the Licensee shall have no claim whatsoever against IRCTC or any of the officials in consequence of such termination of the license. No refund of proportionate concession Fee shall be admissible in case of Termination under this clause. The Licensee agrees to make good all cost and expenses, if any incurred by the IRCTC for making the substitute arrangements referred to above. The License may also be debarred for a period of 1 year from participating in the future projects of IRCTC after issuance of notice to the licensee.
6.10 (a)	Penalties for Complaints	The level of passenger complaints and applicable penalties are placed at Annexure E.
6.10 (b)	Irregularities found during Inspections	If any irregularity is noticed during the Inspection of Railway / IRCTC officials the penalties to be imposed may exceed the penalties prescribed for passenger complaints. The decision of IRCTC in this regard will be final and binding on the licensee.
6.11	Consequence to the death / severance of any partner/s (in case of partnership firm)	If the Licensee is a partnership firm and in case there is permissible clause in the constitution of the firm that the firm shall not be dissolved by reason of the death of one partner or the severance of any partner from the business of the firm and in case the performance of the Licensee is entirely satisfactory according to the assessment of the licensor then in such an event the licensor at its discretion may allow the Licensee to continue under this license.
6.12	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.
6.13	Notice to the Licensee	Any notice to be served on Licensee's shall be deemed to be sufficiently served if delivered at or sent by registered post/courier addressed to the Licensee at their registered office or last known place of business. Any notice to be served by the Licensee on the licensor shall be deemed to be sufficiently served if, left at the office/sent by registered post/courier addressed to the GGM/Services, Indian Railway Catering and Tourism Corporation at its Corporate office at 3 rd floor, Tower-D, World Trade Centre, Nauroji Nagar, New Delhi-110029.
6.14	Notices on behalf of IRCTC	Subject to as otherwise provided in this agreement, all notices to be given on behalf of licensor and all other actions to be taken by the licensor may be given or taken on behalf of the licensor by the Director/Group General Manager/Joint General Manager or any other officer for the time being entrusted with such functions, duties and powers by the licensor.
6.15	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.

5. **EVENTS OF DEFAULT**

7.1	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 Security Deposit and concession fee besides terminating or revoking the License. The
-----	---	--

		Licensee may also be debarred from participating in the future projects of IRCTC for the period of one year.
7.2	Termination of License on other events of default	<p>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</p> <ol style="list-style-type: none"> in the event of the Licensee being convicted by a court of law under the provisions of criminal procedure code or any other law 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 Repudiation of agreement by Licensee or otherwise evidence of intention not to be bound by the agreement. 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/train. In default the licensor shall be entitled to enter and take possession of the said premises/ train 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. In case of severity of complaints tantamount to tarnishing the image of IRCTC, irrespective of above, the zones shall be empowered to send proposal for imposition of heavy penalty, issuance of Show Cause Notice for termination and/or debarment to Corporate Office for decision of Competent Authority.
7.2.1	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.
7.2.2	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.

6. **CONSEQUENCES OF DEFAULT**

8.1	Consequence of failure to start the services	In the event of failure to provide, services in train, from the prescribed date as mentioned in the letter for award/commencement of services, IRCTC reserves the right to annul the License and forfeit the Security Deposit and concession fee in the whole or part thereof as provided under terms and conditions of the license. The Service Provider may also be debarred for a period of 01 year from participating in the future projects of IRCTC after giving notice to the Service Provider. The decision of IRCTC will be final and binding in this regard.
8.2	Notice for termination	In case of any event of default mentioned in Clause 6.10 & 7 (7.1, 7.2, 7.2.1, 7.2.2) having occurred, it shall be lawful for the IRCTC any time thereafter to terminate the License agreement and forfeit the Security Deposit and concession fee, subject however to the IRCTC having given to the Licensee fifteen (15) days prior 1st notice in writing to remedy or make good such breach, (7) days 2 nd notice in writing and 48 hours 3 rd notice in writing, in spite of such three notices the Licensee having failed to remedy the breach. Upon termination of this License agreement as aforesaid, the Licensee shall deliver vacant and peaceful possession of the train to the IRCTC/Railways.

7. ARBITRATION

9.1	<p>a. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.</p> <p>b. Only such dispute or differences, in respect of which the demand has been made, together with counter claims of setoff given by IRCTC shall be referred to arbitration and other matters shall not included in the reference.</p> <p>In the event of demand made as 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 a mutually appointed Sole Arbitrator from IRCTC's panel of Arbitrators. The award of arbitrator shall be final and binding on the parties to this contract. The seat of Arbitration shall be at New Delhi. The fees and expenses of the Arbitral tribunal and all other expenses of the Arbitration shall be jointly borne by the Parties in equal proportion.</p>
-----	--

8. HYGIENE AND QUALITY CONTROL

10.1	Use 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.
10.2	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

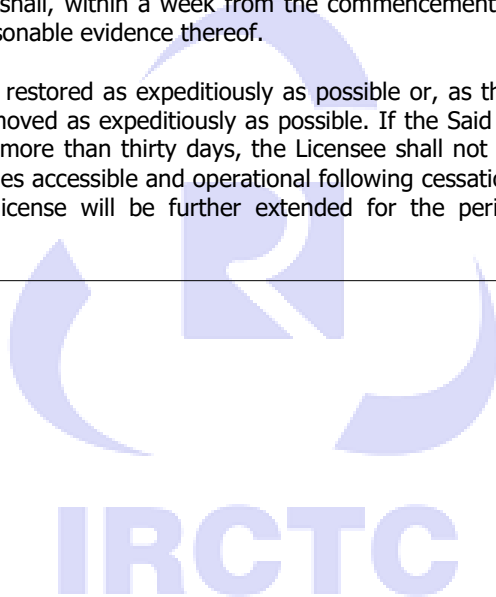
9. OTHER CONDITIONS

11.1	Advertisement/ Publicity/ Sponsorship	Advertisement/Publicity/ Sponsorship shall be done as per extant policy guidelines.
11.2	Payment of taxes/dues	The Licensee will be liable for payment of all taxes/duties Goods & Goods & Service tax {GST} and other liabilities in respect of the business.
11.3	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.
11.4	Observance and performance certainacts	<p>The tenderers shall, at all times indemnify the IRCTC against all claims and penalties which may be suffered by IRCTC or any person employed by them by reason of any default on the part of the tenderer in due observance and performance of provision of:</p> <p>i) Workmen's Compensation Act –1923</p> <p>ii) Employment of Children's Act XXVI of 1938 and</p> <p>iii) any other relevant laws</p>
11.5	Assignment of License	Licensee shall not, sublet or assign the License or any part thereof, or any benefit or interest therein or there under.
11.6	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.
11.7	Ban on sale of products	The following items shall not be sold in the trains, namely – tobacco products, wine, beer or any other alcoholic drinks or any other item prohibited by Law. Beef and Pork shall not be used in any form in any food items.
11.8	Quality/make/source of Packaged Drinking Water	IRCTC may specify quality/make/source of Packaged drinking water to be served by the licensee. The licensee shall accept IRCTC's directions in this regard.

11.9	General	<p>The licensor reserves the right to amend any of the clauses of the agreement and also to add fresh clauses from time to time. The rider agreement in this regard shall be executed between the parties within 15 days of the amendment / changes.</p> <p>Further, IRCTC reserves the right to extend or reduce the time stipulated in any clause in the tender /license conditions herein above, in order to meet operational exigencies etc. In this regard, the decision of the Director of IRCTC shall be final.</p>
11.10	Vacation of Pantry car	At the end of each round trip the Licensee and his staff shall vacate the assets in the mini pantry, to facilitate cleaning by the Railway department.
11.12	Attendance Register	The licensee shall maintain the attendance register of all the catering housekeeping and security staff. The attendance register will also mention the designation of the staff like manager, waiter, pantry car cleaner, cook, helper, etc. The attendance register for onboard staff will be counter signed by On duty Train Captain on regular basis.

12. **FORCE MAJEURE**

12.1	<p>In the event of any unforeseen event directly interfering with the operation of License arising during the currency of the license agreement; such as 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.</p> <p>The Pantry Car shall be restored as expeditiously as possible or, as the case may be, the impediment to accessibility shall be removed as expeditiously as possible. If the Said Property cannot be rendered fit for occupation and use for more than thirty days, the Licensee shall not pay License Fee for such period till the said property becomes accessible and operational following cessation of force majeure event mentioned above. The period of license will be further extended for the period during which License was not operational.</p>
------	---



**GENERAL CONDITIONS OF
LICENSE SECTION – TWO**

1.0 FINANCIAL TERMS AND CONDITIONS

1.1	Increase/decrease in frequency of train	In the event of change in composition of train and increase/ decrease in the frequency of the train, it will be mandatory for the Service Provider to manage onboard services in the increased/ decreased frequency as well. Concession fee shall increase/ decrease proportionately. If the Service Provider expresses inability to manage the increased/ decreased frequency, Licensee can exit as per provision of exit clauses mentioned in tender document.
1.2	Refund of Security deposit	In the event of permanent cancellation/withdrawal of train service by the Railway Administration, the license shall be terminated without any notice or assigning any reasons. In such an event refund of security deposit and proportionate concession fee will be made after deduction of any dues. 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.
1.3	Integration of Rake/ use of lie over rake for the train for new/ special train	In case of introduction of new/ special train using the lie over rake of the train the licensee shall manage the services with same terms and conditions on payment of additional proportionate concession fee. For pre paid trains the additional license fee shall be fixed based on the ratio of average monthly bill and quoted concession fee of the tendered train. The tenure of license of new / special train will be co terminus with the tendered train.

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 authority	IRCTC will advise Railway administration to issue medical certificate 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 Service Provider 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. Manufacturing date, expiry date, batch no. etc. should be printed on the packed items. 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 prescribe packaging conditions from time to time.
3.3	Menu cards	Printed menu cards bearing name of the IRCTC should be available with waiters and provided to the passengers on demand. Licensee shall seek the approval of menu cards before printing.
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. For Supervisors, Service, Production and Support staff, the design and colour scheme should be different for easy identification. The Licensee shall inform the pattern and style of uniforms to be adopted for staff. IRCTC may specify design, pattern and colour scheme for uniform of the staff at the unit. The licensee will abide by such instructions. 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	Provision of equipment	Licensee will arrange his own equipment other than those provided in the coaches for satisfactory provisions of services and meet any exigency.
3.6	Fire-fighting arrangements and training to staff f service provider	All staff must be trained in firefighting and a competency certificate issued by the fire fighting agencies should be available. Upkeep and maintenance of the fire extinguishers shall be the responsibility of the Licensee. Licensee may provide additional fire extinguishers if so needed for safety.
3.7	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.
3.8	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.
3.9	Damage to mini pantry(ies) and equipment	The Licensee shall be responsible for all damages caused to the said mini pantry(ies) and the equipment provided therein arising out of facts of omission and commission of their staff.
3.10	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.
3.11	Handing over of train	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 train together with all their belongings and effects and shall deliver vacant possession of the train to the IRCTC/Railways with the IRCTC/Railways' fixtures and effects therein in good condition.

4. OTHER CONDITIONS :

4.1	Prohibition of washing in coaches	Licensee shall not be allowed to wash utensils/services wares in coaches; washing should be done in mini pantry or at appropriate spaces only.
4.2	Food articles not to be kept on floor	Food articles should not be kept on floor of the coach.
4.3	Use of containers only	On board staff of the Licensee shall not carry any food item in their pockets/card boxes/Packaged drinking water cartons etc. and only container should be used for this purposes.
4.4	Misuse of travelling authority	The Licensee further agrees that travelling authority will not be used except in connection with fulfillment of the license and that any breach of this condition will be breach of the agreement itself.
4.5	Bonafide travel by licensee's staff	The Licensee shall not permit anyone except their Bonafide staff to travel in the train and shall not carry in the train any article of any description other than those required for the fulfillment of this license. The staff of the licensee will carry valid travel authority and medical fitness certificate to be issued by the IRCTC administration on the request of the licensee and identification card duly attested by the Licensor. Any articles found in excess of the ordinary requirement of supply will attract such penalty as the licensor may impose. In the event of breach of this condition also the licensor may cancel this agreement forth with without any notice and the Licensee shall in such circumstances, not be entitled to any compensation whatsoever.
4.6	Procedure in case of loss of travel authority	The loss of travelling authority shall be immediately reported by the licensee to the representative of IRCTC including Zonal offices and cost of such loss as laid down by the IRCTC and such penalties prescribed by the IRCTC shall be paid by the licensee.
4.7	Penalty on travel without pass	Should any employee of the licensee travel without travelling authority and without notifying the loss of travelling authority to the concerned authorities, licensee in addition to maximum penalty of Rs.5000/- shall be liable for payment of full fare and penalties as provided by the IRCTC administration.
4.8	Enquiry into the antecedents of the employees	"The licensee shall not in any capacity employ any person of bad character or any person, whose antecedents have not been investigated / certified by the Police Authorities/MP/MLA/MLC/ Councilor/ Gram Panchayat Sarpanch/1 st Class Magistrate and shall issue an appointment certificate (signed by the licensee) – which shall contain a photograph of the employee 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."
4.9	Termination of Contract	Upon termination of contract, the decision of refund of advance Annual license fee on pro-rata basis after adjustment of pending dues shall lie with the administration. The decision shall be final and binding.

Annexure-E**Penal Provisions for passengers' complaints #**

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

Level of Complaint	Type of Complaint	Fine/Penalty per first occurrence
Level I	<ul style="list-style-type: none"> • Cold food served • Delay in service of food • Not responding to the passengers • Poor presentation of food in tray, leaking casseroles etc. • In appropriate service (such as- not placing food trays properly in front of passengers) 	Rs 5000
Level II	<ul style="list-style-type: none"> • Bad Personal Hygiene of Waiter such as torn and unwashed uniforms, untrimmed nails, non wearing of cap / apron/shoes/ name badge etc. • Non provision of hand sanitizer. • Non provision of proper cutlery/flask • Service of not properly cooked/ baked items. 	Rs 10000
Level III	<ul style="list-style-type: none"> • Not providing Choice of food Veg/ Non Veg External matter such as Hair found in food • Less weight of food • Talking in harsh tone with Passenger • Not providing second water bottle after 20 hrs of journey. • Non provision of proper crockery and cutlery in I -AC 	Rs 15000
Level IV	<ul style="list-style-type: none"> • Demanding of tips • Not providing all defined menu items • Foreign inert particles such as wood, metal, plastic etc found in food • Stale food served • Non provision of e bill to passengers who opted out at the time of booking but decide to purchase food on board • Complaints of sickness due to food 	Rs 25000
Level V	<ul style="list-style-type: none"> • Insect such as flies / worms/ cockroaches/ ants etc found in food • Use of Abusive language with the Passenger 	Rs 50000 Second occurrence within 3 months Rs 1 Lakh
Level VI	<ul style="list-style-type: none"> • Manhandling the Passenger • Lizard, mouse etc found in food • Hospitalization of passengers attributable to food poisoning 	Minimum Rs 2 Lakhs Maximum Cancellation of License

Note:-

1. IRCTC will assign the level for any other complaint received but not defined above. No representation on level assigned by IRCTC will be entertained.
2. In case of receipt of certain level of complaint again within 3 months in same train, the fine of next higher level will be levied.

In case of severity of complaints tantamount to tarnishing the image of IRCTC, irrespective of above, the IRCTC administration reserves the right for imposition of heavy penalty, issuance of Show Cause Notice for termination and/or debarment depending upon the gravity of the case.

Annexure-C

Service Wise Catering Charges (Excl. of GST)			
Service as per Train timings		Tarrif (In Rs.)	
SN	Type of Service	Chair Car (CC)	Executive Class (EC)
1	Morning tea (MT)	20	25
2	Breakfast (BF)	122	155
3	Combo Lunch (CL)	175	175
3	Evening Snacks/Tea (ET)	90	110
4	Dinner (D)	215	235

Sector wise Catering Apportionment Charges + GST Payable to Service Provider									
82902					82901				
S.No	Sector	Services	Chair Car	Exe. Class	S. No	Sector	Services	Chair Car	Exe. Class
1	ADI-ND	NS	0	0	1	MMCT-VAPI	ET	90.00	110.00
2	ADI-BRC	MT+BF	142.00	180.00	2	MMCT-ST	ET	90.00	110.00
3	ADI-BH	MT+BF	142.00	180.00	3	MMCT-BH	ET+D	305.00	345.00
4	ADI-ST	MT+BF	142.00	180.00	4	MMCT-BRC	ET+D	305.00	345.00
5	ADI-VAPI	MT+BF	142.00	180.00	5	MMCT-ND	ET+D	305.00	345.00
6	ADI-BVI	MT+BF+CL	317.00	355.00	6	MMCT-ADI	ET+D	305.00	345.00
7	ADI-MMCT	MT+BF+CL	317.00	355.00	7	BVI-VAPI	ET	90.00	110.00
8	ND-BRC	MT+BF	142.00	180.00	8	BVI-ST	ET	90.00	110.00
9	ND-BH	MT+BF	142.00	180.00	9	BVI-BH	ET+D	305.00	345.00
10	ND-ST	MT+BF	142.00	180.00	10	BVI-BRC	ET+D	305.00	345.00
11	ND-VAPI	MT+BF	142.00	180.00	11	BVI-ND	ET+D	305.00	345.00
12	ND-BVI	MT+BF+CL	317.00	355.00	12	BVI-ADI	ET+D	305.00	345.00
13	ND-MMCT	MT+BF+CL	317.00	355.00	13	VAPI-ST	ET	90.00	110.00
14	BRC-BH	BF	122.00	155.00	14	VAPI-BH	ET+D	305.00	345.00
15	BRC-ST	BF	122.00	155.00	15	VAPI-BRC	ET+D	305.00	345.00
16	BRC-VAPI	BF	122.00	155.00	16	VAPI-ND	ET+D	305.00	345.00
17	BRC-BVI	BF+CL	297.00	330.00	17	VAPI-ADI	ET+D	305.00	345.00
18	BRC-MMCT	BF+CL	297.00	330.00	18	ST-BH	D	215.00	235.00
19	BH-ST	BF	122.00	155.00	19	ST-BRC	D	215.00	235.00
20	BH-VAPI	BF	122.00	155.00	20	ST-ND	D	215.00	235.00
21	BH-BVI	BF+CL	297.00	330.00	21	ST-ADI	D	215.00	235.00
22	BH-MMCT	BF+CL	297.00	330.00	22	BH-BRC	D	215.00	235.00
23	ST-VAPI	BF	122.00	155.00	23	BH-ND	D	215.00	235.00
24	ST-BVI	BF+CL	297.00	330.00	24	BH-ADI	D	215.00	235.00
25	ST-MMCT	BF+CL	297.00	330.00	25	BRC-ND	D	215.00	235.00
26	VAPI-BVI	CL	175.00	175.00	26	BRC-ADI	D	215.00	235.00
27	VAPI-MMCT	CL	175.00	175.00	27	ND-ADI	D	215.00	235.00
Rail Neer 1000 ML @15/- (All Inclusive) to all passengers									

Menu for TEJAS- Morning Tea (MT) (ADI-MMCT Exp)

Service	CC	EC
Moring Tea (82901)	Tea/ Coffee(Pre-mix kit) with paper cup + Cookies (02 Nos, 20-25 Gms)+ Napkin + Tray Mat small	Premium cookies (20-25 Gms) in lieu of Cookies

Menu for TEJAS- Breakfast (EC) (ADI-MMCT Exp)

SN	ITEMS	Wt./Vol.	Mon	Tue, Fri & Sun	Wed & Sat
1	Branded Cereals with Milk	25 gms + 150 ml (Milk)	Museli with Toned Milk & Sugar Sachet/Honey Sachet/ Sugar Free	Oats with Toned Milk & Sugar Sachet/Honey Sachet/ Sugar Free	Cornflakes with Toned Milk & Sugar Sachet/Honey Sachet/ Sugar Free
2	Veg Selection Or Non. Veg. Selection	150 gms + 80 gms + 80 gms + 15 gms + 15 gms	2 Stuffed Paratha (Aloo/Gobi/Onion) + Sandwich Dhokla (2 pcs) + Branded Flavored Curd + Pickle + Tomato Ketchup	Khatta Meetha Poha + Methi Thepla (2 pcs) + Branded Flavored Curd + Pickle + Tomato Ketchup	Idli Sambar + Dal Vada (2 pcs) + Branded Flavored Curd + Pickle + Tomato Ketchup
		150 gms + 80 gms +	Plain Omlette (100 gms) with 02 slice of Brown bread (40 gms)+ Butter Chiplet (08-10 gms)	Egg Bhurjee/Scrambled Egg (100 gms) with 02 slice of Brown bread (40 gms)+ Butter Chiplet (08-10 gms)	Masala Omlette (100 gms) with 02 slice of Brown bread (40 gms)+ Butter Chiplet (08-10 gms) +

		80 gms + 15 gms + 15 gms	+ Sandwich Dhokla (2 pcs) + Branded Flavored Curd + Pickle + Tomato Ketchup	+ MethiThepla (2 pcs) + Branded Flavored Curd + Pickle + Tomato Ketchup	Dal Vada (2 pcs) + Branded Flavored Curd + Pickle + Tomato Ketchup
3	Branded Cake (only Eggless)	30 gms - 35 gms (Duly Packed Individual)	Marble Cake	Chocochip Muffin/ Dry Fruit Muffin	Fruit/Walnut Cake
4	Fresh Fruits	90-100 gm	Seasonal fresh whole fruit (Banana-2Pc/Apple-1Pc/Orange-1Pc) repeat on cyclic basis	Seasonal fresh whole fruit (Banana-2Pc/Apple-1Pc/Orange-1Pc) repeat on cyclic basis	Seasonal fresh whole fruit (Banana-2Pc/Apple-1Pc/Orange-1Pc) repeat on cyclic basis
5	Cold Beverages	180-200 ml	Branded Tetra Pack Fruit Juice/ Diet Coke-Pepsi	Branded Tetra Pack Fruit Juice/ Diet Coke-Pepsi	Branded Tetra Pack Fruit Juice/ Diet Coke-Pepsi
6	Hot Beverages	120 ml	Choice of Premix Tea/Coffee/Green Tea/ Lemon Tea	Choice of Premix Tea/Coffee/Green Tea/ Lemon Tea	Choice of Premix Tea/Coffee/Green Tea/ Lemon Tea
7	Hand Sanitizer				
8	Refreshing Tissue (Dehydrated)	01 no.	Refreshing Tissue (Individually Packed)	Refreshing Tissue (Individually Packed)	Refreshing Tissue (Individually Packed)
9	Napkin*	01 no.	Paper Nakin (Premium quality paper napkin with IRCTC logo)	Paper Nakin (Premium quality paper napkin with IRCTC logo)	Paper Nakin (Premium quality paper napkin with IRCTC logo)

10	Condiments		Salt - Pepper sachets, Mustard Sauce Sachets/ Blister pack	Salt - Pepper sachets, Mustard Sauce Sachets/ Blister pack	Salt - Pepper sachets, Mustard Sauce Sachets/ Blister pack
----	------------	--	---	---	---

Note: Napkin* Cutlery should be wrapped in the paper napkin in an envelope.

Menu for TEJAS- Breakfast (CC) (ADI-MMCT Exp)

SN	ITEMS	Wt./Vol.	Mon	Tue, Fri & Sun	Wed & Sat
1	Veg Selection	150gm + 80gm + 80gm + 15gm + 15gm	2 Stuffed Parantha (Aloo/Gobi/Onion) + Sandwich Dhokla (2 pcs) + Branded Curd + Pickle + Tomato Ketchup Sachet	Khatta Meetha Poha + Methi Thepla (2 pcs) + Branded Curd + Pickle + Tomato Ketchup Sachet	Idli Sambhar + Dal Vada (2 pcs) + Branded Curd + Pickle + Tomato Ketchup Sachet
	Or Non. Veg. Selection	150gm + 80gm + 80gm + 15gm + 15gm	Plain Omlette (100gm) with 02 slice of Brown bread (40 gm) + Butter chiplet (08- 10gm) + Sandwich Dhokla (2 pcs) + Branded Curd + Pickle + Tomato Ketchup Sachet	Egg Bhurjee (100 gms) with 02 slice of Brown bread (40 gm) + Butter chiplet (08- 10gm) + Methi Thepla (2 pcs) + Branded Curd + Pickle + Tomato Ketchup Sachet	Masala Omlette (100gm) with 02 slice of Brown bread (40 gm) + Butter chiplet (08- 10gm) + Dal Vada (2 pcs) + Branded Curd + Pickle + Tomato Ketchup Sachet

2	Branded Cake (Only Eggless)	30 Gms - 35 Gms (Duly Packed Individual)	Marble Cake	Choco chip Muffin/Dry Fruit Muffin	Fruit/Walnut Cake
3	Cold Beverages	180-200 ml	Branded Tetra Pack Fruit Juice	Branded Tetra Pack Fruit Juice	Branded Tetra Pack Fruit Juice
4	Hot Beverages	120 ml	Choice of Premix Tea/Coffee/Green Tea/Lemon Tea	Choice of Premix Tea/Coffee/ Green Tea/Lemon Tea	Choice of Premix Tea/Coffee/ Green Tea/Lemon Tea
5	Hand Sanitizer				
6	Refreshing Tissue	01 no.	Refreshing Tissue (Individually Packed)	Refreshing Tissue (Individually Packed)	Refreshing Tissue (Individually Packed)
7	Napkin*	01 no.	Paper Napkin (Premium quality paper napkin with IRCTC logo)	Paper Napkin (Premium quality paper napkin with IRCTC logo)	Paper Napkin (Premium quality paper napkin with IRCTC logo)
8	Condiments		Salt - Pepper sachets, Mustard Sauce Sachets/ Blister pack	Salt - Pepper sachets, Mustard Sauce Sachets/ Blister pack	Salt - Pepper sachets, Mustard Sauce Sachets/ Blister pack

Note: Napkin* Cutlery should be wrapped in the paper napkin in an envelope.

Menu for TEJAS- Evening Snacks & Tea (EC) (MMCT-ADI Exp)

SN	ITEM	Wt./Vol.	Mon	Tue, Fri & Sun	Wed & Sat
1	Branded Cake (Eggless)	30 Gms - 35 Gms (Duly Packed Individual)	Choco chip Muffin/Dry Fruit Muffin	Flavored Croissant (Chocolate/Strawberry)	Fruit/Walnut Cake
2	Snacks	80-90 gms	Patra G* / Kothimbir Vadi M* (2 Pcs)	Green Peas Samosa (2 Pcs) G*	Batata Vada (2 Pcs) M*

			Non Veg not recommended		
3	Sandwich	60 Gms	Cucumber Cream Cheese Sandwich	Tomato Cucumber Sandwich	Cheese Sandwich
4	Snacks (Branded Only)	50 Gms	Murukku (Chakli) M*	Bhakarvadi G*/M*	Masala Khakhra G*
5	Salted Dry Fruits	20 Gms	Salted Pistachio (branded & packed)	Salted Almonds (branded & packed)	Salted Kaju (branded & packed)
6	Chocolate Bar	20 to 25 gms	Chocolate bars can be given. Eg. 5 star/ Kit Kat/ Energy Bars etc		
7	Tea Coffee	120 ml		Choice of Premix Tea/Coffee/ Green Tea/Lemon Tea - Tea / Coffee platter will be shown to the passengers	
8	Refresher Drink	180-200ml	Chaach (Tetra Pack)/ Diet Coke - Pepsi	Chaach (Tetra Pack)/ Diet Coke - Pepsi	Chaach (Tetra Pack)/ Diet Coke - Pepsi
9	Hand Sanitizer				
10	Napkin*	01 no.	Paper Napkin (Premium quality paper napkin with IRCTC logo)	Paper Napkin (Premium quality paper napkin with IRCTC logo)	Paper Napkin (Premium quality paper napkin with IRCTC logo)
11	Condiments	01 sachets of 10-15gm each	Branded Tomato Ketchup Sachet & Mustard sauce	Branded Tomato Ketchup Sachet & Mustard sauce	Branded Tomato Ketchup Sachet & Mustard sauce
12	Refreshing Tissue (Dehydrated)	01 no.	Refreshing Tissue (Individually Packed)	Refreshing Tissue (Individually Packed)	Refreshing Tissue (Individually Packed)

Note: Napkin* Cutlery should be wrapped in the paper napkin in an envelope.

G*- Gujarati cuisine

M*- Maharashtra Cuisine

Menu for TEJAS- Evening Snacks & Tea (CC) (MMCT-ADI Exp)

SN	ITEM	Wt./Vol.	Mon	Tue, Fri & Sun	Wed & Sat
1	Branded Cake (Eggless)	30 Gms - 35 Gms (Duly Packed Individual)	Chocochip Muffin/Dry Fruit Muffin	Flavored Croissant(Chocolate/Strawberry)	Fruit/Walnut Cake
2	Snacks - 1	80-90 gms	Patra/ Kothimbir Vadi (2 Pcs)	Green Peas Samosa (2 Pcs)	Batata Vada (2 Pcs)
3	Snacks - 2	50 Gms	Murukku (Chakli)	Bhakarvadi	Masala Khakhra
4	Tea Coffee	120 ml	Choice of Premix Tea/Coffee/ Green Tea/Lemon Tea	Choice of Premix Tea/Coffee/ Green Tea/Lemon Tea	Choice of Premix Tea/Coffee/ Green Tea/Lemon Tea
5	Branded Refreshing Drink	180-200ml	Chaach (Tetra Pack)	Chaach (Tetra Pack)	Chaach (Tetra Pack)
6	Hand Sanitizer				
7	Napkin*	01 no.	Paper Napkin (Premium quality paper napkin with IRCTC logo)	Paper Napkin (Premium quality paper napkin with IRCTC logo)	Paper Napkin (Premium quality paper napkin with IRCTC logo)
8	Condiments	02 sachets of 10-15gm each	Tomato Ketchup Sachet & Mustard sauce sachet / blister	Tomato Ketchup Sachet & Mustard sauce sachet / blister	Tomato Ketchup Sachet & Mustard sauce sachet / blister
9	Refreshing Tissue	01 no.	Refreshing Tissue (Individually Packed)	Refreshing Tissue (Individually Packed)	Refreshing Tissue (Individually Packed)

Note: Napkin* Cutlery should be wrapped in the paper napkin in an envelope.

Menu for TEJAS- Dinner (EC) (MMCT-ADI Exp)

SN	Meal Course	Weight (gms)/ Vol.(ml)	Mon	Tue, Fri & Sun	Wed & Sat
1	Soup	Soup-150 ml	Tomato Soup made from Branded Soup Pre-mix Sachet served with packed bread roll (35 – 40 gm) Butter chiplet (08-10gm)	Sweet Corn Soup made from Branded Soup Pre-mix Sachet served with packed bread roll (35 – 40 gm) Butter chiplet (08-10gm)	Mix Veg. Soup made from Branded Soup Pre-mix Sachet served with packed bread roll (35 – 40 gm) Butter chiplet (08-10gm)
2	Main Course (Veg.) Or	150 gms	Paneer Matar Bhurjee	Paneer Kofta Curry	Paneer Tikka Masala (with 40 gms paneer)
	Main Course (Non Veg)	150 gms (70 gms chicken & 80 gms gravy)	BhunaMurg	Chicken KolhapuriM*	Chicken Tikka Masala
3	Dal / Kadhi	120 gms	Gujarati Dal	Dal Makhani	Dal Palak
4	Dry Veg.	60gms	Lasaniya Batata Bhaji G*	Sev Gaathiya Tamatar Bhaji G*	Green Peas Potato Bhaji M*
5	Branded Flavored Yoghurt (Flavored)	80-100gm	Packaged branded Yoghurt in Cups		
6	Rice Dish (Long grain Basmati Rice)	100 gms	Lemon Rice	Kashmiri Pulao	Veg. Pulao
7	Indian Bread	100 gms	Laccha Tawa Parantha (02 nos.)/ Tawa Chapati/ Masala Puri (04 nos.)	Laccha Tawa Parantha (02 nos.)/ Tawa Chapati/ Masala Puri (04 nos.)	Laccha Tawa Parantha (02 nos.)/ Tawa Chapati/ Masala Puri (04 nos.)
8	Branded Dessert-1	90ml	A Special Ice-Cream (80 - 90ml.) Eg. Magnum/	A Special Ice-Cream (80 - 90ml.) Eg. Magnum/	A Special Ice-Cream (80 - 90ml.) Eg. Magnum/

			Cassatta/ Cornetto etc.	Cassatta/ Cornetto etc.	Cassatta/ Cornetto etc.
	Branded Dessert (Cold Sweet between April - September & Hot Sweet between October - March)	50gm	Mango Srikhand/ Moong Dal Sheera G* & M*	Kesar Matho / Gulab Jamun G*	Srikhand/ Gajar Halwa G* & M*
9	Hand Sanitizer				
10	Napkin*	01 no.	Paper Napkin (Premium quality paper napkin with IRCTC logo)	Paper Napkin (Premium quality paper napkin with IRCTC logo)	Paper Napkin (Premium quality paper napkin with IRCTC logo)
11	Condiments		Mix Pickle (Blister Pack), Salt & Pepper sachets	Mix Pickle (Blister Pack), Salt & Pepper sachets	Mix Pickle (Blister Pack), Salt & Pepper sachets
12	Refreshing Tissue (Dehydrated)	01 no.	Refreshing Tissue (Individually Packed)	Refreshing Tissue (Individually Packed)	Refreshing Tissue (Individually Packed)
13	Take Away Meal (For Passengers not having LUNCH on board.)	NOTE: - Any passenger not having lunch on board to be given Take away meal in an 80 micron card board box packaging.			

Note: Napkin* Cutlery should be wrapped in the paper napkin in an envelope.

G*- Gujarati cuisine

M*- Maharashtra Cuisine

Menu for TEJAS- Dinner (CC) (MMCT-ADI Exp)

SN	Meal Course	Weight (gms)/ Vol.(ml)	Mon	Tue, Fri & Sun	Wed & Sat
1	Main Course (Veg.) Or	150 gms	Paneer Matar Bhurjee	Paneer Kofta Curry	Paneer Tikka Masala (with 40 gms paneer)
	Main Course (Non Veg)	150 gms (70 gms chicken & 80 gms gravy)	Bhuna Murg	Chicken Kolhapuri	Chicken Tikka Masala
2	Dal / Kadhi	120 gms	Gujarati Dal	Dal Makhani	Dal Palak
3	Dry Veg.	60gms	Lasaniya Batata Bhaji (Gujarati flavour)	Sev Gaathiya Tamatar Bhaji (Gujarati Flavour)	Green Peas Potato Bhaji (Marathi flavour)
4	Branded Curd	80-100gm	Packaged branded Curd in Cups		
5	Rice Dish (Long grain Basmati Rice)	100 gms	Lemon Rice	Kashmiri Pulao	Veg. Pulao
6	Indian Bread	100 gms	Laccha Tawa Parantha (02 nos.)/ Tawa Chapati/ Masala Puri (04 nos.)	Laccha Tawa Parantha (02 nos.)/ Tawa Chapati/ Masala Puri (04 nos.)	Laccha Tawa Parantha (02 nos.)/ Tawa Chapati/ Masala Puri (04 nos.)
7	Branded Dessert (Cold Sweet between April - September & Hot Sweet between October - March)	50gm	Mango Srikhand/ Moong Dal Sheera	Kesar Matho/ Gulab Jamun	Srikhand/ Gajar Halwa
8	Hand Sanitizer				
9	Napkin*	01 no.	Paper Napkin (Premium quality paper napkin with	Paper Napkin (Premium quality paper napkin with	Paper Napkin (Premium quality paper napkin with

			IRCTC logo)	IRCTC logo)	IRCTC logo)
10	Condiments		Mix Pickle (Blister Pack), Salt & Pepper sachets	Mix Pickle (Blister Pack), Salt & Pepper sachets	Mix Pickle (Blister Pack), Salt & Pepper sachets
11	Refreshing Tissue	01 no.	Refreshing Tissue (Individually Packed)	Refreshing Tissue (Individually Packed)	Refreshing Tissue (Individually Packed)
12	Take Away Meal (For Passengers not having LUNCH on board.)	NOTE: - Any passenger not having lunch on board to be given Take away meal in an 80 micron card board box packaging.			

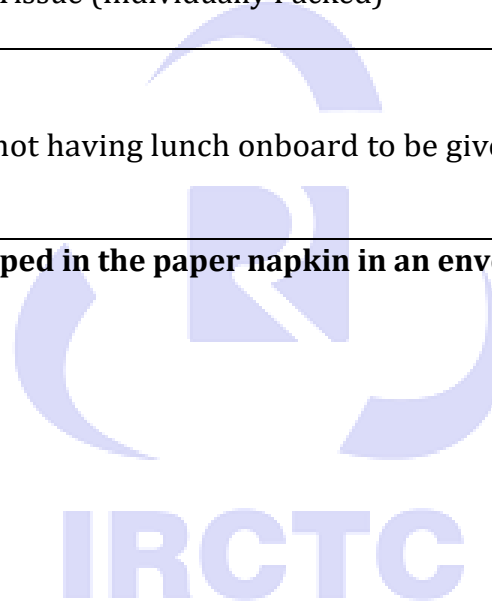
Note: Napkin* Cutlery should be wrapped in the paper napkin in an envelope.

Menu for TEJAS- Combo Lunch (ADI-MMCT Exp)

SN	Meal Course	Wt./Vol.	Mon	Tue, Fri & Sun	Wed & Sat
1	Soup (For Exec. Chair Car Only)	Soup-100ml	Tomato/Manchow/Sweet Corn/Veg. Soup-Approved Pre mix Soup Brand (For Exec .Chair Car Only)		
2	Combo meal (Veg.)	400 gms (Paneer 60gms)	Veg. Biryani+ Dal Makhni + Branded Curd	Kadhai Paneer+ Peas Pulav+ Dal Makhani	Paneer Chilli+ Veg. Fried Rice + Veg. Hakka Noodles
3	Combo meal (Non Veg)	400 gms (60gms chicken)	Chicken Biryani+ Dal Makhni + Branded Curd	Kadhai Chicken+ PeasPulav+ DalMakhani	Chicken Chilli+ Veg. Fried Rice + Veg. Hakka Noodles
4	Condiments		Mix Pickle (Blister Pack), Salt & Pepper sachets		Tomato Ketchup sachet, Salt & Pepper sachets

Indian Bread/Bread Roll	50gms	Bread Roll/Paratha-1Nos.
Dessert-1	100ml Ice cream	Ice cream-Mango/Butterscotch/Chocolate/Chocochips
Hand Sanitizer	Sachet	Mandatory
Napkin*	01no.	Paper Napkin (Premium quality paper napkin with IRCTC logo)
Refreshing Tissue	01no.	Refreshing Tissue (Individually Packed)
Take Away Meal (For Passengers not having LUNCH onboard)	NOTE:-Any passenger not having lunch onboard to be given Take away meal in an 80 micron cardboard box packaging.	

Note: Napkin* Cutlery should be wrapped in the paper napkin in an envelope.



Annexure-M**INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact or IP) is made on ____ day of ____, 2025 between Indian Railway Catering & Tourism Corporation Limited (hereinafter referred as "IRCTC"), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns.

And

..... hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns

Preamble

The IRCTC intends to award, under laid down organizational procedures, Contract/s for (Tender No.)The IRCTC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its bidder(s) and / or contractor(s).

The Integrity Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties.

The essential ingredients of the Pact include:

Section 1- Commitments of IRCTC

IRCTC commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (1) No employee of IRCTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (2) IRCTC will, during the tender process, treat all bidder(s) with equity and reason. IRCTC will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution. IRCTC will enter into agreements with identical conditions as this one with all bidders and contractors.
- (3) IRCTC will exclude from the process all known prejudiced persons.

Section 2- Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commit themselves to take all measure to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- (1) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the IRCTC's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to.
- (2) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal with respect to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (3) The Bidder(s)/Contractor(s) will not commit any offence under IPC/PC Act. Further the Bidder(s)/Contractor(s) will not pass any information or document provided by IRCTC as part of the

business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically to others

- (4) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of their Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of their foreign principals, if any.
- (5) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments to be made by them to agents, brokers or any other intermediaries in connection with the award of the contract.
- (6) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (7) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- (8) In case of a Joint Venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all the sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.
- (9) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years from date of bid submission with any public/government organization that may impinge on the anti-corruption principle that could justify his exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealings".

Section 4- Violation of Integrity Pact by Bidder(s)/Contractor(s)/Subcontractor(s)

Any violation of Integrity Pact by Bidder(s)/Contractor(s)/Subcontractor(s) before award or during execution would entail disqualification of the Bidder(s)/Contractor(s)/Subcontractor(s) and exclusion from future business dealings, as per the existing provisions of GFR 2017, PC Act 1988 and other applicable Financial Rules/Guidelines etc.

Section 5 - Compensation for Damages

- (1) If IRCTC has disqualified the Bidder(s) from the tender process prior to the award according to Section 4, the IRCTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If IRCTC has terminated the contract according to Section 4, the IRCTC shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 6- Independent External Monitor

- (1) IRCTC has appointed competent and credible Independent External Monitor (IEMs) for implementation of the Integrity Pact after approval by Central Vigilance Commission. The task of IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under the Pact on receipt of any complaint by them from the bidder(s).
- (2) The IRCTC has appointed following two Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission.

- a) Shri Apurva Varma, IAS (Red.) as IEM/IRCTC, E-mail: - apurvavarma1@gmail.com
 b) Shri Bharat Prasad Singh. IFoS (Red.) as IEM/IRCTC, E-mail: - bps.arunabh@gmail.com

- (3) The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc. .
- (4) The Bidder(s)/Contractor(s)/Subcontractor(s) accepts that the IEMs have the right to access to all documents/records pertaining to the tender for which a complaint or issue is raised before them, as and when warranted.
- (5) The IEMs are under contractual obligation to treat the information and documents of the bidder(s)/contractor(s)/ Sub contractor(s) with confidentiality. The IEMs have also signed declaration on 'Non-Disclosure of confidential Information' and of 'Absence of conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, IRCTC and rescue himself/herself from that case.
- (6) The role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP. The final authority for implementation of IP is CMD, IRCTC.
- (7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bond manner. However, not more than five meeting shall be held for a particular dispute resolution, the Fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the Organization/Contractor(s) may take further action as per the terms and conditions of the contract
- (8) The role of CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, if a complaint is received by him/her or directed to him/her by the Commission. CVO and/or the officials of the vigilance wing should not be associated by IEMs during examination of the complaints in any manner.
- (9) The Word 'IEM' would include both singular and plural.

Section 7- Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor(s) 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim made/ lodged during this time, the same shall be binding and will continue to be valid even after lapse of this pact as specified above, unless it is discharged/determined by the CMD,IRCTC.

Section 8- Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the place of Registered Office of IRCTC, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) Should one or several provisions of this agreement turn out be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure (if any), the clause in the Integrity Pact will prevail.

(For & On behalf of the IRCTC)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place
Date

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)



28/11

ANNEXURE -

'N'

