



INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

"CIN-L74899DL1999GOI101707"

Website: www.irctc.com

Open e-Tender (Two Packet – Technical and Financial Bid)

E-TENDER NO: 2025/IRCTC/TOURISM/GOLDEN CHARIOT/Onboard Services/OT/2025-26

**APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING COMPREHENSIVE
ON- BOARD SERVICES TO GUESTS OF GOLDEN CHARIOT TRAIN
FOR TWO SEASONS (2025-26 and 2026-27)**

Approx. Value of Contract (2 Seasons):	Rs. 2.82 Crore
Last date and time of submission of bids	26.09.2025 at 1100 hrs.
Earnest Money Deposit:	<u>Rs 2,90,806/-</u>
Date & time of opening of Bids online	26.09.2025 at 1115 hrs.
E Tender Processing Fee:	NIL
Address:	Office of the GGM / Tourism IRCTC, 2 nd Floor, D tower World Trade Centre, New Delhi- 110029
Contact Nos.	011-26181550/51 +91-8287931915
Online bidding available on:	www.irctc.com www.tenderwizard.com/IRCTC

For queries related to e-tendering Registration, e-tendering process, Digital Signatures, please contact the following members from the ITL Team:

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The Tenders have to be submitted using the Online Mode only. No other form of Tender submission shall be accepted.

The Technical Bid (Packet A) shall comprise of the Tender Document with digital signatures (Class 3) of the Authorized Signatory of the Company along with the Covering Letter on Company Letterhead and all documents in support of Eligibility Criteria. All documents to be duly uploaded only on the e- tender portal. No documents are to be submitted physically.

The Financial Bid (Packet B) shall comprise of the Financial Bid. The rates are to be filled in the format provided online. Financial Bid of only those bidders shall be opened online on a subsequent date, who are found eligible in the Technical Bid (Packet A)

PREAMBLE

Indian Railway Catering & Tourism Corporation Limited (IRCTC) is a Navratna Central Public Sector Enterprises (CPSES) under the Ministry of Railways. Promotion of Rail based tourism is one of the foremost lines of business for IRCTC, amongst the many mandates given by the Ministry to Railways, which include station catering and onboard catering on trains, production and distribution of packaged drinking water (Rail Neer) and Internet ticketing.

The Golden Chariot is a tourist train owned by Govt. of Karnataka (Karnataka Tourism) which has been taken over by IRCTC for marketing and operations. The train which commenced operations in 2008 has been operating on various itineraries covering the states of Karnataka, Tamil Nadu, Goa and Kerala.

Through this e-tender, IRCTC wishes to appoint a Service Provider for providing COMPREHENSIVE SERVICES i.e. ONBOARD SERVICES including Food and beverage services, housekeeping, security, minor day to day maintenance works etc. Since a large number of tourists from all over the world travel on this train, all services on the train are of the best standards keeping the package up to the international standard so as to maintain the image of country, Karnataka Tourism, IRCTC as well as Indian Railways, associated with it.

The train has a composition of 18 coaches out of which there are 11 carriages with guest cabins, 2 restaurants, 1 Bar, 1 Spa cum Fitness Center cum Business Center, 2 Generator Cars and 1 Staff Coach. Through this Open e-Tender, IRCTC intends to appoint a Service Provider for Comprehensive Services of two seasons, namely 2025-26 and 2026-27.

IRCTC intends to pay a *fixed cost per month* for the maintenance, security, housekeeping etc of the train and a *Variable cost per person per trip* for the number of guests booked on a particular trip. These costs are to be quoted by the bidder as described in the Financial Bid of this Tender Document.

Intending bidders are requested to thoroughly read the contents of the document before bidding. Although, all efforts have been made to incorporate the necessary details, standards of service in the document, the Service Provider shall undertake to provide all onboard services in the spirit that the services are of the standards of a deluxe hotel for high end guests.

NOTICE INVITING TENDER

SUBJECT: APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING COMPREHENSIVE ON-BOARD SERVICES TO GUESTS OF GOLDEN CHARIOT TRAIN FOR TWO SEASONS (2025-26 and 2026-27.)

E-TENDER NO: 2025/IRCTC/TOURISM/GOLDEN CHARIOT/Onboard Services/OT/2025-26

Indian Railway Catering and Tourism Corporation Ltd., New Delhi invites Open e-Tender for providing Comprehensive Onboard Services to guests of Golden Chariot Train as per Scope of Work and terms and conditions stipulated in this Tender Document.

1. Online e-Tenders in the form mentioned in the online bidding portal shall be received in the Office of Group General Manager – Tourism, Indian Railway Catering and Tourism Corporation Ltd., 2nd Floor, Tower-D, World Trade Centre, Nauroji Nagar, New Delhi-110029. The Bids shall be opened online on the stipulated date and time.
2. All documents should be uploaded on the e-tendering portal of IRCTC by logging in through a Class 3 Digital Signature. No documents are required to be submitted physically.
3. The successful Tenderer shall be intimated about the Award of Work, within 30 days of finalization of Tender.
4. The Tender shall remain open for acceptance for 90 days from the date of opening of tender.
5. IRCTC reserves the right to reject any/all Tenders without assigning any reason.
6. The Notice Inviting Tender and the enclosed instruction to tenderers, schedule of work, price schedule and conditions shall form part of the tender document. This document consists of 87 *pages* including one Index page and one cover page.

**For and on behalf of
Indian Railway Catering and Tourism Corporation
Ltd.**

DISCLAIMER

- The information contained in this document is being provided by IRCTC for the Open e- Tender purpose to enable the Bidders to participate and submit a bid in response to this tender for appointment of comprehensive onboard Service Provider for the guests of Golden Chariot train. Under no circumstances shall IRCTC, or its respective advisors, consultants, directors, contractors, and/or agents incur any liability arising out of or in respect of the issue of this Tender Document or bidding process.
- The objective of the Bid Document is to provide the prospective bidder(s) with the relevant information to assist in formulation of proposals of bids.
- The assumptions, assessments, statements and information contained in the Tender may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in Tender and obtain independent advice from appropriate sources.
- Nothing in the Tender Document shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation or submission of their Bid. IRCTC reserves the right to amend this Tender or its terms and any information contained herein or to cancel the Bidding Process or altogether abandon the project at any time by notice, in writing to the Bidders.
- This request for Bid document is not an agreement and is not an offer or invitation by IRCTC to any party other than the applicants (Bidders) who are qualified to submit their proposals to IRCTC.
- The objective of the Bid document is to provide the prospective Bidder(s) with all the relevant information to assist in formulation of proposals or bids.
- The bid document may not be appropriate for all persons interested in bidding as it is not possible for the IRCTC or any of their employees or advisors to take into consideration the financial and investment objectives, financial situation as well as specific needs of each party who reads or uses this Bid document.
- The prospective bidders should conduct detailed analysis and study for authenticating the accuracy and completeness of the information provided in the Bid document and wherever necessary obtains independent opinion from appropriate sources.
- Each Bidders' acceptance of delivery of this Tender constitutes its agreement to and acceptance of the terms 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.
- The IRCTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid document.
- Laws of the Republic of India are applicable to this Tender.

INSTRUCTIONS TO THE BIDDERS

1. This tender can only be submitted through the online mode on www.tenderwizard.com/IRCTC. This Tender Document can be viewed on **www.irctc.com** and **www.tenderwizard.com/IRCTC** and will be submitted / received only at www.tenderwizard.com/IRCTC. A detailed procedure for bidding is available on www.tenderwizard.com/IRCTC.
2. The applicant should upload complete set of documents as mentioned in the Check-List of Documents. The documents uploaded should be in .pdf format
3. Any Corrigendum or Addendum to the Tender shall be hosted on the website of IRCTC, www.irctc.com and www.tenderwizard.com/IRCTC. The Bidders are, therefore, advised to visit the IRCTC website regularly till the Bid Due Date. The last amendment, if any, will be hosted a minimum of 7 days before the Bid Due Date.
4. The Digital signature of the bidder on the E-Tender form will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. It may please be noted that in case of deviation quoted by the bidder, offer will be passed over without further correspondence/communication.
5. The prospective bidder voluntarily agrees to the exclusive jurisdiction of courts situated at New Delhi by submitting the bid.
6. No other court except courts at New Delhi only have jurisdiction to resolve the disputes arising out of the bid document.
7. This E-Tender is based on Two Packet (Technical Bid and Financial Bid) System.
8. Bidders are required to submit the documents in support of Technical Qualification and the Financial Bid in the E-Tender Schedule duly filled in online mode only in one go. The Financial Bid is to be filled in accordance with the instructions and other relevant provisions mentioned in this Tender Document.
9. The bids shall be opened electronically and will be immediately available on the tender uploading site for viewing to the bidder. However, if the bidders wish, they may remain present at the time of electronic opening of bids at the IRCTC Office.
10. The Tender is in two bid format – Technical Bid and Financial Bid. The intending bidders are required to submit requisite documents in support of the Technical Bid and the Financial Bid on or before the cut-off date and time for opening of Technical Bids as mentioned in this Tender Document.

The Technical Bids shall be opened on the stipulated date as mentioned in the tender document. The documents submitted online by the bidder shall be evaluated as per the Minimum Eligibility Criteria and other terms and conditions mentioned in the Tender Document.

Financial Bids of only those bidders, who qualify in the Technical Bid shall be opened at a stipulated date and time online, which shall be intimated to the technically qualified bidders.

11. Withdrawal of Bids:

The bidder will be debarred for 1 year for participating in all future tender of IRCTC incase successful bidder withdraws his bid:

- If withdrawn, after opening of financial bid of Tender and before issue of LOA.
 - Exit from contract after issue of LOA and before commencement of service without depositing security deposit.
 - Exit from contract after depositing of security deposit and after commencement of service.
12. Authorized signatory of the bidders is required to possess at least a Class 3 Digital Signature for submission of bids.
 13. The bidder should have the capability and willingness to commence the operations on short notice. The date of commencement shall be intimated in writing to the successful bidder.
 14. IRCTC reserves the rights to discharge this Tender process at any stage, without assigning any reason for the same. Any claim by tenderers for any damages/compensation, for any reason, on this account will not be admissible.
 15. The intending bidders are advised to study the document carefully and acquaint themselves with the conditions therein as these shall govern the operations and shall form an integral part of contract.
 16. Bidders are expected not to propose any alteration/s to any of the condition/s in the Tender. The stipulated conditions embodied in the Tender shall be binding on the Bidders. Any Conditional Tender shall be rejected.
 17. **Validity:** The offer shall be kept valid for acceptance for a minimum period of 120 days from the date of opening of tenders.
 18. 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 IRCTC to the tenderer. While the offers are under such consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting IRCTC 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.
 19. The submission of any offer connected with this tender document shall constitute an undertaking that the tenderer shall have no cause for and claim, against IRCTC for rejection of the offer. IRCTC shall always be at liberty to reject or accept any offer at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against IRCTC.
 20. **Rates:** The tenderers should quote rates for all items as mentioned in the Tender Document/Itineraries exclusive of GST. The rates finalized against this tender shall be valid for two seasons viz. 2025-26 and 2026-27 for all the scheduled trips of the train.
 21. **Tenure of Contract:** The contract shall be awarded for a period of two seasons (2025-26 and 2026-27).
 22. **Extension of Contract:** The contract may be extended at the sole discretion of IRCTC for a period of one season twice after completion of the tenure subject to satisfactory performance of the Service Provider. In case of extension, all rates including Fixed, Variable, Meal Rates, optional etc. shall be enhanced by 5%.

The Service Provider, however, cannot claim extension of contract as a matter of right.

23. **Earnest Money:** EMD shall be paid through E-tendering Portal only. In case bidder fails to accept the offer of award of license, his Earnest Money Deposit (EMD) shall be forfeited by IRCTC. The Service Provider shall be debarred from participating in the future projects of IRCTC for a period of one year. EMD of successful bidder will be refunded after remittance of required Security Deposit and EMD of the unsuccessful bidders will be refunded without interest. Such bidders who are required to submit EMD but do not submit the EMD, before opening of tender, the offer of such bidders will not be considered & passed over.
24. **Security Deposit:** The successful bidder shall provide a **Security Deposit** for an amount of **Rs. 30 lakhs** in favour of “**Indian Railway Catering and Tourism Corporation Limited**”. The Security Deposit can be deposited by the Service Provider in the form of DD/RTGS/Performance Bank Guarantee of any scheduled commercial bank. The Security Deposit is to be submitted within 10 days of the issuance of Letter of Award by IRCTC.

No interest will be admissible / payable on the Security Deposit or any other amount payable by IRCTC to the service provider/bidder.

IRCTC shall be entitled and it shall be lawful on its part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Service Provider in the fulfillment or performance in all respect of the contract under reference or any other contract with IRCTC or any part thereof to the satisfaction of IRCTC and IRCTC shall also be entitled to deduct from the said deposits any loss or damage which IRCTC may suffer due to any act or other default, recoverable by IRCTC from the Service Provider in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Service Provider to maintain the said security deposit at its original limit by making further deposits, provided further that IRCTC shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Service Provider under this or any other contracts with IRCTC.

25. Tenders are not transferable. IRCTC reserves the right to reject or accept any tender in whole or in part on account of credentials, technical capability, past performance or any other evaluation criteria to ensure desired levels of service standards. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for the decision.
26. **Clarifications regarding tender and documents submitted** – During Tender evaluation, IRCTC may at its discretion, ask the Bidders for clarification on the documents submitted. Any such requests and their responses shall be in writing. No change in the price or substance of the tender shall be offered or permitted, in response.
27. **Financial Bid:** Tenderers are invited to quote their rates in the format provided in the e-tendering portal. Guidelines for submission of Financial Bid have been enumerated in the Special Conditions of Contract.
28. No offers other than submitted on the e-tendering portal shall be accepted.
29. The Tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be rejected.

30. The data submitted by the successful bidder, in compliance of the eligibility conditions shall be subject to verifications by IRCTC itself or through an Service Provider (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 and/or Security Deposit. In such eventuality the successful bidder will also be debarred for 3 years from participating in the future projects of IRCTC.

MINIMUM ELIGIBILITY CRITERIA

1. Proprietorship/Partnership/Pvt. Ltd/Public Ltd Company duly incorporated in India.
2. Hotel/Hotel Chain having at least one 4 Star or above classified hotel by Ministry of Tourism, Govt. of India at least since 01.04.2023 and subsequent renewals including the latest certificate at the time of bidding in any one of the states viz. Karnataka or Tamil Nadu or Kerala or Goa. (Franchise / Management Contract hotels may apply through Owner / Operators).
3. The firm should have Minimum average Annual turnover of Rs. 5.50 Cr in any three of the last five financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) in India from business of hotel and/or Hospitality Services.

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH e-TENDER

SN	Parameter	Document Requirement
1	Name of the Firm	To be filled online
2	Email ID of the Firm	To be filled online
3	Website of the Firm	To be filled online
4	Address of the firm	To be filled online
5	Business Profile of the Firm	To be filled online
6	Status of firm	UPLOAD Copy of Memorandum and Articles of Association with List of Current Directors for Companies incorporated under the Companies Act and certificate of Incorporation or Copy of Partnership Deed with Certificate of Registration or Notarized Self Declaration on Stamp Paper of Rs. 100/- for Proprietorship Firms.
7	Annual Turnover	Following document/s shall be submitted Certificate from CA (in the format of Annexure E) that the turnover figures for FY, 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25 are reconciled as per GST returns. Annexure- E is to be scanned and uploaded stamped dated and signed by CA.
8	Tender Document bearing digital signatures of the Authorized Signatory to be uploaded on the e-tendering portal.	UPLOAD
9 (a)	Hotel Classification	UPLOAD Certificate/s of classification of hotel/s issued by Ministry of Tourism, Government of India since 01.04.2023 and subsequent renewals including the latest certificate.
9(b)	Franchise / Management Contract hotels may apply through Owner / Operators.	In case of Operator: - Current Valid Agreement/contract between Hotel and Operator.
10	Covering Letter on firm's Letterhead as per Format enclosed to be uploaded on e-tendering portal.	UPLOAD
11	Bid Securing Declaration as per Annexure G	UPLOAD
12	Details of Authorized Signatory submitting the Bid Name,	To be submitted online
	Designation	
	Contact number	

	E-mail ID	
13	PAN Number	UPLOAD
14	GST Number, enclose copy of GST Registration number	UPLOAD
15	Bidder's Bank details – Address, Current Account Number	To be filled online

Documents uploaded on the e-tendering portal only shall be accepted.

GENERAL CONDITIONS OF CONTRACT

1. The contract for comprehensive ONBOARD SERVICES to guests of Golden Chariot train will, normally, be awarded to the bidder quoting lowest rate as per Financial Bid. However, IRCTC has sole discretion to enter into an arrangement with any other party, in order to ensure best services. The decision of IRCTC in this regard shall be final and binding.
2. The Successful Bidder will obtain necessary certificates/ permissions as required by law or any other stipulated statutory document from the competent authorities. Successful Bidder will arrange necessary infrastructure and manpower etc. for delivering services.
3. The successful bidder shall, at all times indemnify IRCTC against all claims and losses which may be suffered due to the Service Provider or any person employed by them for reason of any default on the part of the bidder in due Observance and performance of provision of Workmen's Compensation Act -1923, Employment of Children's Act XXVI of 1938 and Contract Labour regulation and abolition Act-1970 and other statutory laws.
4. The employees of Service Provider, will not be in any contractual relation, whatsoever, with IRCTC.
5. The successful bidder will be responsible for any liability arising out of various laws enacted by Govt of India/subordinate departments.
6. The Service Provider shall be responsible for the safety of Golden Chariot Train and staff, whilst providing on board services.
7. Agreement on Rs. 100/- Stamp Paper will be signed between the successful bidder and IRCTC after Award of Contract. Till such time, the agreement is signed, this tender document along with the letter of award (LOA) shall deemed to be the agreement.
8. IRCTC will not be liable for any liability arising under the labor laws, non-payment of any statutory taxes or any other/default of law of the land incurred by the Service Provider.
9. The Service Provider shall be responsible for the conduct and behavior of its all personnel engaged for providing services to guests.
10. In case successful bidder is found indulging in malpractices such as poor quality of food & beverage services and other services, staff behavior etc. which is against the spirit and terms of the contract, written or implied, the bidder will be warned and for subsequent offences, will be appropriately penalized or terminated.
11. The Service Provider will make all arrangements for comprehensive onboard services for ensuring best services.
12. The service provider should never try to influence guests for their own benefit. While providing service to the guests the service provider must always keep in mind that they are representing IRCTC.
13. The service provider will ensure that services are rendered by **Trained Staff**. The service provider shall also be required to ensure that staff providing services should follow the instructions relating to hygiene, quality parameters for kitchen, PFA/FSSAI, food handling, cleanliness, packaging etc.
14. The Service Provider agrees to submit all disputes arising out of or in connection with bid document/license to the exclusive jurisdiction of courts at New Delhi.
15. The grant of license will be governed by the Laws of India.

16. Definitions

- i. **"Applicable laws"** means all laws in force in India including regulations and rules made there under, and judgments, decrees, injunctions, writs and orders of any court, as may be in force and effect during the subsistence of this Agreement.
- ii. **"Applicable Permits"** means all clearances, licenses, permits, authorizations, consents and approvals under or pursuant to Applicable Laws, required to provide Hospitality Service in accordance with this Agreement.
- iii. **"Arithmetic Corrections"** means a). Difference in quoted words and figures by the bidder, in such a case, the amount written in words shall prevail. b.) If totaling errors exist, then the corrected total calculated by IRCTC shall prevail.
- iv. **"Furnishing"** means carpets; curtains, upholstery and such other related items as are

requisite for the daily running of Golden Chariot train for use in connection with the operation of the train.

- v. **"Furniture"** means all movable and fixed furniture and such other furniture as are requisite for the daily running of the Golden Chariot, at any time installed or kept in the Golden Chariot for use in connection with the operation of the train and the replacement/replenishment thereof from time to time.
- vi. **"Good/Best Industry Practice"** means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of accepted international standards of a deluxe hotel, and includes good practices in the housekeeping, food and beverages and hospitality services and which would be expected to be observed in the performance of its obligations by the Service Provider and in the maintenance of a luxury tourist train of a standard of the Golden Chariot.
- vii. **"Comprehensive Services"** includes all the onboard services at par with 4-star category hotel, which the Service Provider is required to provide, operate and maintain in accordance with the provisions of this contract and all hospitality and ancillary services and activities in relation thereto mentioned in the Scope of Work and elsewhere in the E-Tender Document.
- viii. **"Household Supplies"** means all the consumable supplies and guest room supplies such as, and not limited to, toiletries cleaning materials all other items or guest needs to be utilized or consumed in providing service on the Golden Chariot.
- ix. **"Golden Chariot"** means the Luxury tourist train operated by IRCTC and includes all its fixed properties and movable assets and items therein. The tentative itineraries are as covered in **Annexure B**. The Service Provider will be advised of the itineraries as and when they are finalized. All itineraries including the current routes are subject to change and can be rerouted from time to time and train can run with all or some coaches, the routes and number of days may change, onboard meal services may increase or decrease.
- x. **"Raw Materials"** mean all dry and wet rations, vegetables, meat, grocery, fish etc.
- xi. **"Service Commencement Date"** means the date of commencement of services by Service Provider as mentioned in the Letter of Award.
- xii. **"Packed Snacks"** means a hamper consisting of one Packed Tetra Juice, one packed Rosted Almond/pistachios, one Packed Muffin or cake slice, one sandwich, one chocolate bar, a water bottle, seasonal fruit, tomato ketchup sachet and wet wipes & tissue paper.

17. **Wrong Information by E-Tenderer:** If the E-Tenderer/s deliberately give/s wrong information in his/their E-Tender, create/s circumstances for the acceptance of his/their E- Tender, IRCTC reserves the right to reject such E-Tender at any stage and in that eventuality Security deposit lying with IRCTC shall stand forfeited and the bidder shall be debarred from taking part in future project for a period of two years.

IRCTC decision on the evaluation and eligibility would be final.

18. SECURITY DEPOSIT

- a. The successful bidder shall provide a **Security Deposit** for an amount of **Rs. 30 lakhs** in favour of **"Indian Railway Catering and Tourism Corporation Limited"**. The Security Deposit can be deposited by the Service Provider in the form of DD/RTGS/Performance Bank Guarantee of any scheduled commercial bank. The Security Deposit is to be submitted within 10 days of the issuance of Letter of Award by IRCTC.
- b. No interest will be admissible / payable on the Security Deposit or any other amount payable by IRCTC to the service provider/bidder.
- c. IRCTC shall be entitled and it shall be lawful on its part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Service Provider in the fulfillment or performance in all respect of the contract under reference or any other contract with IRCTC or any part thereof to the

satisfaction of IRCTC and IRCTC shall also be entitled to deduct from the said deposits any loss or damage which IRCTC may suffer due to any act or other default, recoverable by IRCTC from the Service Provider in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Service Provider to maintain the said security deposit at its original limit by making further deposits, provided further that IRCTC shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Service Provider under this or any other contracts with IRCTC.

19. TENURE OF THE CONTRACT

31. The contract shall be awarded for a period of TWO SEASONS VIZ. 2025-26 and 2026-27, and may be renewed maximum for two seasons, one at a time (extension for one season and further extendable for one more season) on mutual consent at the sole discretion of IRCTC at the terms and conditions as may be decided by IRCTC at that time. This is subject to the fulfillment of terms and conditions of the contract and successful delivery of desired standards of services. The Service Provider will not have claim for extension as a matter of right.

20. **COMPLIANCE OF INSTRUCTIONS:** The bidder 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. The rider agreement in this regard shall be executed between the parties within 15 days of the amendment/changes.

21. TERMINATION OF THE CONTRACT

- a. IRCTC reserves the right to terminate the contract at any time by providing the Service Provider with a one-month prior written notice. The Service Provider may exit or withdraw from the contract by providing a three-month prior written notice to IRCTC, without any liability on either side. The Service Provider shall not exit or withdraw from the contract during the operational (running) season (September to April) of the Golden Chariot Train.
- b. IRCTC can terminate the contract by giving 24 hrs. Notice if there is any default on part of service provider to comply with terms and condition of the tender document or any serious default or breach.
- c. The liabilities for any charges, payments or expenses due to the other party which accrued prior to the termination date shall not be extinguished by termination, and such amounts (if not otherwise due on an earlier date), shall be immediately due and payable on the termination date.
- d. Any obligations under this Contract which either expressly or by their nature is to continue after termination or expiration of this contract shall survive and remain in effect.

CONDITIONS GOVERNING THE PERFORMANCE OF THE CONTRACT

- i. Any notice to be served on Bidder shall be deemed to be sufficiently served if delivered at or sent by registered post addressed to the Bidder at their registered office or last known place of business. Any notice to be served by the Bidder on the contract shall be deemed to be sufficiently served if, left at the office/sent by registered post/courier addressed to the Office of the GGM / Tourism: 2nd Floor, Tower-D, World Trade Centre, Nauroji Nagar, New Delhi-110029
- ii. All notices to be given on behalf of IRCTC and all other actions to be taken by IRCTC may be given or taken on behalf of IRCTC by GGM / Tourism or any other officers for the time being entrusted with such functions, duties and powers by IRCTC.

- iii. This Agreement shall in all respects be governed by and interpreted according to the laws of India.
22. **Assignment of contract/subletting** -The Service Provider shall not at any time during the currency of contract, assign/sublet the contract to another firm/party. In case any such activity is noticed by IRCTC, the contract shall be liable to be terminated forthwith without giving any notice. However, the Service Provider may be permitted to engage services of professional agencies for activities such as kitchen equipment maintenance Pest Control, Flower Decoration, security services etc.
23. The Service provider, being the employer in relation to persons engaged/employed by him for providing the services under this contract, shall **alone be responsible and liable to pay wages/salaries** to such persons which in any case will **not be less than the minimum wage** as fixed or prescribed for the category of workers employed by him from time to time or by the State Government and/or any authority constituted by or under any law. The service provider shall comply with all statutory compliances with respect to EPF, ESI & other applicable labor laws during the currency of contract.
24. The Service provider shall undertake that **appropriate license/s** under the **Contract Labour (Regulation and Abolition) Act, 1970** have been obtained/will be obtained and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
25. The Service provider shall not depute/deploy any inter-state migrant worker/personnel at the premises of IRCTC without obtaining at least 30 days prior written permission/approval from IRCTC and in case the permission/approval is granted, shall obtain the requisite license in this regard from both the states as per applicable laws and rules and shall be solely responsible, at its own cost and expenses, for payment of applicable allowances/facilities to such worker/employee under Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979 and the rules framed there under and/or other applicable laws and rules. The Service provider will exclusively be liable for all fines/penalties/punishment etc. for violating this clause and shall keep the IRCTC indemnified and harmless in this regard.
26. The Service provider shall maintain all registers required under various Acts, which may be inspected by the IRCTC as well as the appropriate authorities at any time.
27. The Service provider shall issue **Identity Cards** to all its employees, bearing their **photographs** at own cost.
28. The service provider must obtain FSSAI License for the onboard kitchen and adhere to the regulation issued in this respect from time to time.
29. The service provider is required to segregate waste in compliance to SWM Rules 2016 and subsequent rules issued by appropriate authorities.
30. The Service provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by him; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against IRCTC. The IRCTC administration shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service provider for any purpose whatsoever nor would IRCTC be liable for any claim(s) whatsoever of any person(s) of the Service provider.
31. The Service provider shall get **Police Verification and Medical Examination** done for all its employees. A self-attested copy of Medical Examination and Police Verification Report (PVR) of all the employees shall be submitted to IRCTC along with a copy of bio-

data before the commencement of the first scheduled trip.

32. In case IRCTC is required to meet any liability in respect of any person(s) engaged/employed by the Service provider by virtue of their working at the premises of IRCTC, it would be open and lawful for IRCTC to deduct the amount(s) of any such liability from and out of dues payable to the Service provider.
33. All preventive and safety measures shall be taken by the personnel to ensure that no damage to material/train/person(s)/machinery and or to equipments take place during the course of performing their duties. The Service provider shall indemnify/compensate IRCTC fully in respect of such losses/damages/claims/demands. The loss/damage so occurred will be assessed and calculated after joint investigation/inquiry by authorized representatives of both the parties and the same will be recovered from the Service provider or deducted/adjusted from/against the bills.
34. The Service provider shall be responsible for all types of **injuries and accidents** to staff, employed by him.
35. The Service provider shall be responsible for the conduct and behavior of his employees. If any employee of the Service provider is found misbehaving with the guests or staff of IRCTC, the Service provider shall take necessary and appropriate action immediately including replacement.
36. In the event of any **loss/damage** being occasioned to IRCTC on account of the negligence of the Service provider's employees, the Service provider shall make good the loss sustained by IRCTC either by replacement of the material/equipment or payment of compensation.
37. If the IRCTC notices that the personnel of the Service provider has/have been negligent or careless in rendering the said services, the same shall be communicated immediately to the Service provider who will devise corrective steps immediately to avoid recurrence of such incidents and report to the IRCTC its action plan.
38. If any of the personnel of the Service provider indulges in **theft or any illegal/irregular** activities, misconduct, the Service provider will take appropriate action required as per law against its erring personnel and intimate accordingly to the IRCTC. If any theft or loss of any of the items of the IRCTC occurs during the period of this Contract, the Service provider shall be liable for the same and shall **make good the loss**.
39. The Service provider shall at all times defend, indemnify and keep indemnified the IRCTC against any/all claims of/by its employees including but not restricted to the claims under the Workmen's Compensation Act, 1923; Payment of Wages Act; Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any worker or other personnel of the Service provider or in respect of any claim, damage or compensation under Labor Laws or any other laws or rules made there under, by any person whether in the employment of the Service provider or not, who provided or provides the said services under this Contract.
40. The employees/agents of the Service provider shall never be considered to enjoy any right to **enter the Train** by virtue of this Contract or otherwise at any time except with the prior permission of the IRCTC.
41. If, at any time, during the operation of this Contract or thereafter the IRCTC is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Authority

or Tribunal, to pay any amounts whatsoever in respect of or to any of the present or ex-personnel of the Service provider or to any third party, the Service provider shall immediately pay to the IRCTC all such amounts and costs also and in all such cases/events the opinion of the IRCTC shall be final and binding upon the Service provider. The IRCTC shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service provider and if such amount is not fully recovered, the IRCTC shall be entitled to recover the balance amount through legal recourse.

42. The Service provider further agrees to absolve the IRCTC from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the Service provider. It is clearly understood that should the IRCTC be called upon to make any payment to any authority, the Service provider shall reimburse such amounts to the IRCTC whether such liability arises during the currency of this contract or after expiry of the period of this contract. If there would be any claim on the IRCTC for any default of the Service provider or its employees committed during the operation of this Contract, the Service provider shall pay the IRCTC such amount on demand without protest.
43. **Confidentiality of Bid Evaluation:** Any information regarding the examination and evaluation of bid, clarifications sought thereof and recommendation of the short-listed bidder shall not in any case be disclosed to any person or employee not officially concerned with the process of bidding.
44. **Amendments to the Tender Document:** Any Corrigendum or Addendum to the Tender shall be hosted on the website of IRCTC, www.irctc.com and www.tenderwizard/IRCTC. The Bidders are, therefore, advised to visit the IRCTC website regularly till the Bid Due Date. The last amendment, if any, will be hosted a minimum of 7 days before the Bid Due Date.
45. **Costs associated with preparation of documents:** The Bidders shall be responsible for all the costs associated with the preparation of their bids and their participation in the Tender process. IRCTC shall not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the Tender process.
46. **Documentation:** All relevant documents will be submitted online only by the Bidders and/or the Selected Bidder, as the case may be, at their own cost. IRCTC reserves the right to verify all statements, information and documents submitted by the Bidders in response to the Tender and the Bidder shall, when so required by IRCTC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, of lack of such verification, by IRCTC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of IRCTC hereunder.
47. **Corrupt or Fraudulent Practices:** IRCTC reserves the right to verify the authenticity of the documents submitted as Technical Bid by the application. If an applicant is awarded the Bid and on a later date, if it is noticed that the Bidder has engaged in corrupt or fraudulent practices, in competing for or in executing the Bid, IRCTC may, after giving 14 days' notice to the Bidder, terminate the Agreement. 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 tendering process or in the execution of the contract.

Fraudulent Practice" means a misrepresentation of facts or submission of forged documents in order to influence a procurement process of the execution of a contract to the detriment of the Licensor (IRCTC) and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the administration of the benefits of free and open

competition.

48. **Inspection Clause:** As part of the evaluation of the Technical Bids, IRCTC reserves the right to inspect at its own cost the facility/facilities of the Bidders in order to assess their infrastructure and capability for carrying on the contractual obligations as stipulated in the Tender Document.
49. In case it is found during the evaluation or at any time before signing of the contract agreement or after its execution and during the subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of Letter of Award or has entered into Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by IRCTC to the Selected Bidder without IRCTC being liable in any manner to the Selected Bidder. In such an event, IRCTC shall be entitled to forfeit and appropriate Security Deposit of Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to IRCTC under the Tender documents and/or contract or otherwise.
50. **Risk Purchase:** Delivery of highest standards of services shall be the essence of the contract. In case, IRCTC feels that the Service Provider is not providing the desired level of on-board service(s) the same shall be informed to the Service Provider, which should be made good by the Service Provider. However, in case the Service Provider fails to do so, IRCTC shall have the right to make good the services through other sources and debit the amount to the Service Provider either by way deduction from Bills or recovery from Security Deposit. Such events shall also call for Invocation of the Penalty Clause and may also lead to termination of the contract invoking the **Events and Consequences of Default** Clause.
51. **Payment and Taxes**
- All applicable taxes and billing procedures should be followed by the Service Provider.
 - Billing to customers for services onboard shall be done by IRCTC.
 - The Service Provider will quote rates for providing comprehensive onboard services, exclusive of GST. The quote should be made in terms of rupees. Quote should be in absolute terms without any alteration/ over writing and should be specific for each item.
 - The Service Provider will raise the bill for each journey after completion of journey.
 - Bill/Invoices shall be raised as per prevailing GST norms indicating the HSN/SAC Code, GST Percentage and GST amount.

IRCTC may at its discretion, seek documentary evidence from Service Provider for payment of Statutory Taxes on Bill Amount remitted to Govt. of India / subordinate departments.

52. **Quality & Hygiene.**

- In order to maintain excellent quality of the Products, Service Provider will strictly comply with the best industry practices and standards regarding the Quality & Hygiene Procedures.
- All materials used by the Service Provider should be as per best practices in the industry.
- The quality of onboard services including food and beverages should be commensurate with the services in a deluxe hotel and should be to the satisfaction of guests and IRCTC. IRCTC will obtain feedback from the customers/person's

nominated by IRCTC and the performance of the Service Provider will be reviewed on the basis of the same. IRCTC reserves right to take action against the Service Provider based on the feedback of the customers. In case of any complaints/poor feedback from guests, IRCTC representatives or persons nominated by IRCTC, shall levy penalty of Rs. 5,000 to Rs. 25,000 depending upon the level of complaint/discrepancy per case. The Competent Authority for imposing penalties shall be **Group General Manager or other official nominated from time to time**. On repeated substantiated complaints IRCTC may terminate the contract, with 24 hours' notice, with forfeiture of Security Deposit.

In case of repetitive complaints and if the severity of such complaints is deemed to tarnish the image of IRCTC, the fine imposed will be levied by the next higher level and the IRCTC administration reserves the right—irrespective of the above—to impose a heavy penalty, issue a Show Cause Notice for termination, and/or debarment, depending on the gravity of the case.

53. Liability and Indemnity

The bidder agrees to defend, indemnify and hold harmless IRCTC and their respective officers, directors, employees and agents (collectively the “Indemnified Persons”) and its associated companies from and against any and all claims, actions, damages, expenses, costs (including legal costs) and other liabilities incurred by the indemnified parties arising as a result of any negligence, breach of contract or warranty, or any other wrongful act or default on the part of the Bidder, its employees, agents, representatives or service provider, including prosecutions under the legislation affecting the use of any of its sub Operators or agents any of its warranties, undertakings and obligations set out in this Agreement.

54. Labour Law and Other Regulations

It is distinctly understood by the bidder that the employees engaged by it will be deemed to be its employees and the bidder will be entirely responsible for compliance of all laws and rules governing employment of such employees. It shall also be the responsibility of the bidder to comply with all laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and order of any governmental authority including municipal authorities with specific reference to labour, EPF, Contract Labour act, and relevant State labour laws, and shall promptly update its compliance in case of any material amendments.

55. Events and Consequences of Default.

IRCTC shall have the right to terminate the agreement forthwith at the cost and consequence of the Bidder in the following events: -

- a) If the bidder provides deficient / substandard & untimely services or fails to provide service or frequent/repeated material complaints from guests and/or reports from IRCTC officials.
- b) In event of the bidder/Service Provider being convicted by the court of law under Criminal Procedure Code or any other law.
- c) In the event of proprietor or firm being judged insolvent, or any proceedings for liquidation or composition under insolvency Act, or the firm dissolved under the Indian Partnership Act or in the bidder being a company, if the company shall pass any resolution to wind up business either compulsorily or voluntarily,
- d) Repudiation of agreement by Service Provider or otherwise evidence of intention not bound by agreement,
- e) Failure to comply with any statutory law or non-payment of any of the statutory taxes.
- f) In case of willful default or non compliance of terms and conditions of the agreement or failure to provide service, IRCTC will have the right to terminate the contract and

the decision of IRCTC in this regard shall be final.

IRCTC shall be entitled to forfeit the whole or in part of the Security deposit/Service Provider fee besides terminating the agreement.

56. Arbitration

- 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.
- The parties hereto further agree to waive off the applicability of sub-section 12 (5) of Arbitration and Conciliation (Amendment) Act 2015 and will submit demand in writing that the dispute / differences be referred to arbitration along with format annexed hereto as Annexure-A the demand for arbitration shall specify the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.
- 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 be included in the reference.

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

The courts of competent jurisdiction only at New Delhi, India to the exclusion of all other courts shall have exclusive jurisdiction over all matters arising out of related to and / or connected with the contract.

57. Force Majeure

In the event of any unforeseen event directly interfering with operation of Service Provider arising during the currency of the agreement such as war, insurrection, restraint imposed by Govt., act of legislature or other authority, explosion, accidents, strike, riot, lockout, act of public enemy, acts of God, sabotage, flood, earthquake pandemic any other national level disaster etc., the Service Provider shall immediately from the commencement thereof notify the same in writing to IRCTC with reasonable evidence. No compensation shall be claimed from the affected party in such a situation.

If such force majeure conditions are in force then, no payments are liable to be paid to the Service Provider by IRCTC.

If the force majeure conditions as mentioned be in force for period of 15 days or more, IRCTC will have the option to terminate the LOA on expiry of 15 days of commencement of such force majeure by giving 3 days' notice to the Service Provider in writing. In case of such termination, no damage shall be claimed by either party against the other except those which had accrued under any other clause of this agreement prior to such termination.

58. Wrong Information:

If the tenderers/s deliberately give/s wrong information in his/their tender, create/s circumstances for the acceptance of information in his/their tender, the IRCTC reserves the right to reject such tender at any stage and in that eventuality Security Deposit lying with IRCTC shall stand forfeited and the bidder shall be debarred from taking part in future projects for a period of two years.

59. Severability

It is the intention of the Parties that if any provision of this Agreement is found to be invalid, illegal, or unenforceable in any respect under applicable law, such provision shall, to the extent permissible, be modified so as to make it valid and enforceable while preserving its intent. If such modification is not possible, the affected provision shall be deemed severed from this Agreement, and the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

SPECIAL CONDITIONS OF CONTRACT

1. The Service provider shall provide the **Services** to IRCTC in the areas and manner as described. The Service provider shall undertake and assure IRCTC that he will provide proper and efficient services/materials in the predetermined schedule of time. Besides this, services will also be rendered by the Service provider as and when desired by the IRCTC even though it may not be as per schedule on charges as may be agreed to separately.
2. The Service provider shall engage well equipped and medically fit staff and adequate machinery to render proper and efficient services and to conform to the prescribed **standard of Hygiene**.
3. The Service provider shall provide **sufficient quantity of good quality material, tools, tackles and machinery etc** for executing the work and for disposal of garbage to the approved dumping ground / designated places.

The cleaning detergent and the chemicals required for kitchen equipment (Dishwasher, Combi oven), housekeeping services etc. shall be procured/ arranged by the Service provider at its own cost. They shall in no way effect adversely in the functioning of the existing equipment, fittings/floorings/panels of the Train. The material to be used for housekeeping services shall be used of reputed brand/make as specified or approved by IRCTC.

4. The Service provider shall attend to complaints and shall devise a system whereby such complaints when brought to the notice of the Service provider will be attended promptly by him or his concerned employees.
5. The service provider will change/rotate duties of the personnel in such a way/manner that no personnel shall perform the duty more than the maximum limit of working hours in a shift/day/week as prescribed under applicable laws or the rules framed there under and will provide them weekly off, in lieu of National and Festival Holidays, leaves, etc. as per applicable laws during the subsistence of this contract. The service provider shall be responsible for providing its staff, leaves at regular intervals and all other statutory facilities/benefits as are applicable, at its own cost and expenses. The service provider shall be responsible for meeting all obligations and stipulations with regard to the personnel employed by him and for ensuring compliance of all laws and regulations in this regard.
6. The Service provider shall provide the above-said services at such times and in such manner as communicated by IRCTC from time to time.
7. The quality and punctuality of/in rendering of the said services are the essence of the contract and the Service provider undertakes to abide by them at all times. On matter of quality of service/material, the decision of IRCTC will be final.
8. **Use of Furniture, Furnishings, Fixtures and Equipment's:** The Service Provider shall maintain the interior of the train to the highest standards and would also undertake to take adequate steps to reduce the wear and tear. The Service Provider will be responsible for the day-to-day maintenance of the train except it's under gear to be maintained by Railways.
9. The Service provider shall ensure that all persons employed by him shall be efficient, skilled, honest and conversant with the nature of work. The Service provider will have credentials of his staff verified and submit the same to IRCTC.
10. Service Provider shall ensure that the transport vehicles being deployed if any, either directly or through Transport suppliers take comprehensive insurance policies as per the local laws.
11. The SERVICE PROVIDER shall provide at least 3 sets of complete uniforms with headgear

and shoes to their employees as per the pattern and design and the material/make as approved by IRCTC and they shall wear them at all times while at work and maintain such uniforms. The Service provider shall provide all **safety items** such as gloves, masks, etc to its employees.

12. All members of staff employed by the Service provider will be subjected to **Security Check** while leaving the Train.
13. The Service provider shall be required to **provide supervisory staff** so as to ensure proper control for executing the job smoothly and efficiently.
14. The Service provider shall give the **services on all working days** during the period of contract **as per the IRCTC's requirement**.
15. The Service provider's employees will make their own arrangements for food and snacks while at work at their own cost and IRCTC will not entertain any financial expenditure or provide any canteen facility.
16. **Scope of Work** can be increased or decreased during the currency of contract, depending upon the actual requirement of the organization. **Pro-rata rates** would be applicable for any such increase/decrease.
17. All the services under the contract and any other work of similar nature, which will be entrusted to the Service provider from time to time by the IRCTC, are to be rendered without causing any hindrance or disturbance to any staff member of the IRCTC working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premise.
18. The IRCTC shall always have the **right to conduct a search of the Service provider's employees/agents** and/or any of their vehicles used for transportation of materials while entering/going out of or inside the premises.
19. It is also clearly understood that the Contract is for providing **on-board services** and is not a Contract for supply of Contract Labour. The IRCTC shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards Service provider's employees/agents or to the said employees/agents directly and/or indirectly, in any manner whatsoever. The employees/personnel of Service provider rendering the services under this Contract, shall never be deemed to be the employees of the IRCTC in any manner whatsoever and shall not be entitled for employment, salary/wages, damages, compensation or anything arises from their deployment by Service provider for rendering the said services.
20. **Operating Policies, Administration etc.:** Service Provider shall be responsible for institution and implementation of operating policies, principles, systems and procedures in relation to the Hospitality Services. Service Provider shall be responsible for all administration and management functions required for effective discharge of Hospitality Services.
21. **Books of Accounts:** Service Provider shall maintain suitable books of stock of IRCTC items and revenue and expenditure related to onboard activities in accordance with the Uniform System of Accounts and the requirements of the Applicable Laws, onboard as well as at its Control Office.
22. IRCTC shall be entitled to examine, inspect and audit such books pertaining to IRCTC account, revenue and expenditure. Service Provider shall provide a statement of account of on-board revenue and expenses on account of beverage, laundry, excursion and boutique sales etc and shall make payments to IRCTC, within twenty-four hours after the end for each trip and/or IRCTC provided credit card machines and POS software.

23. Items being supplied by IRCTC: IRCTC shall provide (subject to such changes or modifications that IRCTC may from time to time deem fit to implement or need to implement for operational or other reasons) the following:

22 (a) Infrastructure

IRCTC shall at its costs provide basic infrastructure comprising the following:

- i. Train comprising 18 coaches or lesser/ more number of coaches including the below:
 - a. Two Restaurants with attached kitchens (One Bar, One Spa cum Gym cum Business Center, one staff coach, two power cars and other public areas including control room on the train.
 - b. Guest Room coaches
- ii. Live music & infotainment services, Internet connectivity and other services including licenses for the same.

22 (b) Fixtures and Equipment's

IRCTC shall at its cost provide all fixtures and equipment requisite of running of the train including but not limited to heating, lighting, sanitary, air conditioning, refrigeration, kitchen, gym and all other equipment including firefighting and specialized Train Equipment which term shall mean all equipment required for the operation of kitchens, bars, special lighting and other equipment including office equipment.

22 (c) Furniture and Furnishing

IRCTC shall at its costs provide Furniture and Furnishings.

22 (d) Kitchen Equipment

IRCTC shall at its costs provide well maintained clean, hygienic, well-equipped and well-maintained flameless kitchen with electric gadgets and hot plates, with ventilation facility (electric chimney etc). The safe working of equipment and adherence to the regulation be ensured by the service provider. Further the service provider will ensure regular and adequate maintenance for all the equipment. The list of tentative equipment onboard is annexed as Annexure C.

22 (e) Initial inventory of Linen, F&B & cabin tableware Items

IRCTC shall handover the existing items *on "AS IS WHERE IS BASIS"* to the successful bidder. Any further top up required shall be the responsibility of the successful bidder. The successful bidder should maintain sufficient pars at any point of time to ensure the best service levels.

- (i) Room & Restaurant Linen
- (ii) Crockery
- (iii) Glassware
- (iv) Silverwares
- (v) Other tableware
- (vi) Miscellaneous items
- (vii) Kitchen equipment and utensils

The handed over items shall be in the custody of the successful bidder during the currency of the contract. The bidders shall take this into cognizance and quote accordingly. However, in case of **Pre- Mature Termination**, all items which are essential/required for the smooth operation of the services shall be retained by IRCTC.

22 (f) Cost of breakages/discards/replacement

The total value of the items shall amount to approx. Rs 40 lakhs at the time of commencement of the contract. A Handing Over/Taking Over sheet shall be signed jointly at the time of commencement of contract.

Breakage/Discards up to 5% of the value of procurement of category of items mentioned in 22(e) {i, ii, iii, iv, v and vi}, shall be permissible per season. At the end of the contract, the items handed over by the Service Provider shall be physically counted and examined based on their usability. In case, the total value exceeds the permissible limit of 5% per season, the Service Provider shall replace the items or IRCTC shall deduct the amount equivalent to the procurement value of the items from the running bills/Security Deposit lying with IRCTC. In case it is required to replenish the items within the 5% permissible limit, the same shall be provided by IRCTC.

In case of early termination of contract as per terms and conditions of the tender document, the value shall be calculated on pro rata basis.

22 (g) Graphics and Consumables

Service provider shall procure the following items after approval from IRCTC – Complete Uniforms for on-board staff, shoes, badges, facial tissues for public areas, cruet sets, sugar holders, flower holders etc. List of room and bathroom amenities to be procured and supplied to guests by the Service Provider is given in the Scope of Work. The design, layout, colour scheme etc should be got approved by the Service Provider from IRCTC. IRCTC shall permit the use of the Golden Chariot Logo on the consumable items, room amenities, bathroom amenities etc.

22 (h) Procurement and Service of Liquor

Bar and Restaurants of the train shall be used by the guests extensively, and the service staff is expected to be prompt, courteous with good knowledge and understanding of the F&B Service etiquettes. Service of Alcoholic Beverages shall have to be done by the Service Provider. The Service Provider should deploy experienced Barmen, Bartenders with adequate knowledge of alcoholic beverages, mixed drinks, food and drink combinations etc. The Barmen and Bartenders should be presentable and be able to communicate confidently with the guests.

IRCTC shall provide stock of alcoholic beverages, if any, as per list to be agreed and signed off by both parties. The composition and quantity of such items shall be at the sole discretion of IRCTC only and Service Provider shall be responsible to properly manage such stock, place it or make it available to guests at designated places and to give an account of the stock to IRCTC, as per instructions of IRCTC. Nothing other than that which is either approved by IRCTC or supplied by IRCTC shall be displayed by the Service Provider. Replacements and Replenishments of consumables due to normal wear and tear and normal use shall be done by IRCTC as per clause 22(f). As to breakages, losses and damages beyond normal wear and tear and normal use, the costs of replacement would be made good by the Service Provider as stipulated in the tender document.

22 (i) Complimentary (House Pour) beverages and Chargeable beverages

IRCTC may at its own cost provide Wines, Beer and Liquors as per the Beverage menu, which shall comprise of two sections. First being, “**House Pours**” the items under these have been included in the Package Cost charged to guests and hence shall not be billed to the guests and all alcoholic beverage items other than the “House Pours” shall be billed to the guests as per consumption and the prices mentioned in the beverage menu. The revenue from sale of the alcoholic beverages shall accrue to IRCTC.

The prices for such alcoholic beverages shall be set by IRCTC at its sole discretion and all proceeds from the same will accrue to IRCTC. IRCTC shall obtain VAT/GST number and bill books as may be required for onboard sales.

The Service Provider shall ensure that there shall be no violation or breach of any applicable excise or regulatory laws and all required registers and formats are maintained for inspection by excise / regulatory authorities from time to time. The Service Provider shall also maintain proper record of Bills issued to guests and consumption, which may be demanded by IRCTC or regulatory authorities from time to time for inspection.

22 (ii) Spa and Business Center: Service Provider shall manage the Spa Services as per the standards prevailing in star hotels. Two masseurs (One male and one female) shall be deployed by the Service Provider for the Spa Services. The Service Provider shall provide the necessary oils, herbal mixtures etc required for the Spa Services. Any statutory licenses required to operate the Spa shall be obtained by the Service Provider.

The Service Provider shall quote rates for various Spa Services to IRCTC and claim bills on actual usage. IRCTC shall promote the Spa Services at an appropriate mark up the guests.

Service Provider shall also be responsible for manning the Business Center and providing necessary assistance to guests. Business Center services shall not be chargeable to guests.

23. Other services: The Service Provider shall maintain a stock of popular international magazine, books, journals, periodicals, Local newspapers in the train which shall be provided in the bar, spa and other public areas.

24. Guest Laundry: Service Provider shall make provision for Guest Laundry at select destinations en-route, based on availability of outside laundry facilities. The Service Provider shall have to make arrangements for washing of guest articles with reputed laundry service providers or hotels at the destination cities.

The billing of the same will be done on direct payment basis to the guest and revenue handed over to IRCTC. In case of bill to room the service provider will make arrangement with the local launderer for making necessary arrangements and invoice raised to IRCTC. The approved rates will be paid to service provider, which will be negotiated between the service provider and IRCTC. All Guest Laundry items will have to be handled with utmost care. Any dispute on the same with the guests will have to be settled directly by the service provider.

25. Periods of Operation: The train shall normally operate between Sept/Oct to March/ April.

26. Rates: The Rates quoted by the bidders in the Performa for Financial Bid should be in absolute terms.

27. Minimum Guarantee: IRCTC shall not give any Minimum Guarantee payment to the Service Provider except the Fixed Cost per month.

28. Payments: IRCTC shall release payments on submission of complete bills within 15 working days.

29. Onboard IRCTC Staff

IRCTC shall have up to a maximum of 5 onboard staff including one General Manager, one off board co-ordinator, one train Superintendent, one Tour Guide and one IT Staff. Service Providers' staff should liaise with the Onboard IRCTC Staff at all times. The onboard IRCTC Staff shall be accommodated in the Executive Staff coach and/or guest coaches. The staff shall have meals in the Restaurant. Service Provider will not charge for these personnel.

30. IRCTC nominated persons

In addition, IRCTC may nominate senior officials for monitoring quality of services and problems being encountered during service up to 3 cabins per day, who shall be treated as guests by the Service Provider and shall not be charged.

31. FAM Tours

IRCTC reserves to nominate persons from various walks of life, govt officials, Agents, Foreign Operators etc. to travel complimentary on the trips. IRCTC shall pay 80% amount to Service Provider for FAM guests. *In case the number of FAM travelers on any trip exceeds 8, full (100%) payment shall be made for each FAM traveler beyond the count of 8.*

32. Events onboard

Special meals organized for Special events where no offboard services are required, will be paid at the rate mentioned at 75% of the approved Meal Rates.

33. Child Rate

Children upto 5 years of age shall be termed complimentary and Service Provider shall not charge for them. Children above 5 years of age upto 12 years shall be paid at 75% of the approved rates.

34. Stabling of Train: The Golden Chariot train may be stabled at a railway station/yard with in the vicinity upto 100 kilometers from Bengaluru Railway Station. The selected Service Provider shall ensure that all logistics, transportation of staff, provisioning, and other operational arrangements linked to the stabling location are adequately managed without compromising the quality and timeliness of services onboard and offboard the train. Any additional costs incurred on account of the stabling arrangement must be factored into the bidder's commercial proposal.

35. Charters:

- (i) Charters may have customized menus and the applicable variable rate shall be paid as per the approved variable rates.
- (i) "If any charter operates during the non-operating period, the payment for that period shall be made on a pro-rata basis as per the operating period rates, with an additional seven (07) days include pre and post of the charter journey dates."

36. System of Evaluation of Financial Bid

Bidders are required to quote the following:

- **Fixed Cost per month** for Operating Period on Full Staff Strength.
- **Per Person Cost of Operations/Variable Cost including Meal Rates** during Operating Period as per break up of meals.

Lowest Bidder (L1) shall be arrived at by using the following formula:

- 100% of the *Fixed Cost per month* x 7 months (15th Sept – 14th Apr)
- 50% of the *Fixed Cost per month* x 5 months (15th Apr – 14th Sept)
- For the purpose of calculation of Per Person Cost of Operations/Variable Cost, the rates for **Pride of Karnataka itinerary** shall be worked out based on number of meals and multiplied by 200 (a hypothetical guest figure)
- 65% weightage shall be given to the Total Fixed Cost for 12 months.
- 35% weightage shall be given to the Total Variable Cost for 200 guests.

- The lowest bidder in the total of per person fixed cost and variable cost as per above weightage shall be awarded the contract.

This has been explained in the following illustration, with three bidders who have quoted the following Fixed Cost per month and Variable Cost per person in the Tender:

Bidder	A	B	C
Fixed Cost per month (Rs.)	10,00,000	10,35,000	10,90,000
Variable Cost/Cost of Operations per person (Rs.)			
Per Breakfast	450	375	440
Per Lunch	750	675	725
Per Dinner	750	670	725
Per Packed Hamper	250	200	250
“Others” per person per trip of 7 days (snacks, teas, coffees, soft beverages, flower arrangements, newspapers, magazines, toiletries, stationery, room and bathroom supplies, onboard entertainment and other components as defined under Variable Cost)	4000	5300	4700

Total Variable Cost/Cost of Operations per person has been done based on the number of meals in the existing **Pride of Karnataka itinerary** as per below table:

Pride of Karnataka	B/f	Lunch	Dinner	Pkd. Snack	Others	Total (Rs.)
	6	6	4	2	1	
Bidder A	450	750	750	250	4000	14700
Bidder B	375	675	670	200	5300	14680
Bidder C	440	725	725	250	4700	15090

To arrive at the L1 bidder, the rates quoted by each bidder have been tabulated in the below tables as per the formula described above:

BIDDER A				
Formula to arrive at L1 bidder	Rate to be quoted for	Rate quoted (Rs.)	Formula	Value (Rs.)
Rate quoted (Rs.) excl. of GST				
Onboard Fixed Cost – Operating Period	per month (A)	1000000	x 7 months	7000000
Onboard Fixed Cost – Non Operating Period	50% of A	500000	x 5 months	2500000
Fixed Cost Total				95,00,000
Variable Cost Total	per person	14700	x 200	29,40,000
65% weightage of Fixed Cost Total				61,75,000
35% weightage of Variable Cost Total				10,29,000
Total weighted Onboard Cost				72,04,000
Per person Onboard Cost (Rs.) Value for arriving at L1				36,020

BIDDER B				
Formula to arrive at L1 bidder	Rate to be quoted for	Rate quoted (Rs.)	Formula	Value (Rs.)
Rate quoted (Rs.) excl. of GST				
Onboard Fixed Cost – Operating Period	per month (A)	1035000	x 7 months	72,45,000
Onboard Fixed Cost – Non Operating Period	50% of A	517500	x 5 months	2587500
Fixed Cost Total				98,32,500
Variable Cost Total	per person	14680	x 200	29,36,000
65% weightage of Fixed Cost Total				63,91,125
35% weightage of Variable Cost Total				10,27,600
Total weighted Onboard Cost				74,18,725
Per person Onboard Cost (Rs.) Value for arriving at L1				37,094

BIDDER C				
Formula to arrive at L1 bidder	Rate to be quoted for	Rate quoted (Rs.)	Formula	Value (Rs.)
Rate quoted by bidder (Rs.) excl. of GST				
Onboard Fixed Cost – Operating Period	per month (A)	1090000	x 7 months	76,30,000
Onboard Fixed Cost – Non Operating Period	50% of A	5,45,000	x 5 months	2725000
Fixed Cost Total				1,03,55,000
Variable Cost Total	per person	15090	x 200	30,18,000
65% weightage of Fixed Cost Total				67,30,750
35% weightage of Variable Cost Total				10,56,300
Total weighted Onboard Cost				77,87,050
Per person Onboard Cost (Rs.) Value for arriving at L1				38,935

Bidder A is L1 as per the above illustration.

Note

- The figure of 200 guests is a hypothetical figure only for the purpose of deriving a formula to arrive at the L1 bidder. This should not be construed as Minimum Guarantee Figure. No Minimum Guarantee amount per guest shall be payable to the Service Provider. The Service Provider shall be paid the Fixed Cost per Month as detailed in the Tender Document subject to other terms and conditions of the tender.
- The final value arrived at using the formula is not the amount payable to the Service Provider. Payment shall be made based on the approved rates for Fixed Costs and Variable Cost/Per person Cost of operations as per the tender and rates for other items such as FAM, Child, Extra meals etc shall also be calculated as defined in the Tender Document.
- The Cost of Operations/Variable Cost per person has been considered based on the number of onboard meals for the itinerary, Pride of Karnataka. Meal Rates for all itineraries shall be worked out based on the onboard meals in the final itineraries.
- **IRCTC shall pay the Meals components of Per Person Cost of Operations based on Actual Number of Guests per trip for Pride of Karnataka, Jewels of South and Glimpses of Karnataka or any other itineraries of different durations or change in duration or change in inclusions of existing itineraries planned from time to time as per the number of meals in the itinerary. The Meal Rates may change in case of change in duration of trip and meal components in the itineraries after the award of contract.**
- **“Others”** component of the Cost of Operations/Variable Cost per person shall be paid on pro-rata basis for the number of “Days” of each itinerary by dividing the rate by 6 and multiplying the resultant with the number of “Days” of each itinerary.
- The rates mentioned in the Illustrations are only for the purpose of example for the bidders to understand the process of evaluation. These should at no point of time be considered to be indicative of the expected rates by IRCTC. The intending bidders should do a thorough analysis based on their capabilities and the rates should be quoted accordingly.
- **During the non-operating period**, the Service Provider will have to maintain **at least 10 staff** including 4 Security men, 2 Multitaskers, 1 DG Set Operators, kitchen stewarding, housekeeping staff, supervisory & managerial staff etc.
- **Meal Rates for Domestic Market:** IRCTC is planning to operate the itineraries for domestic market also. Meal Rates for these itineraries shall be paid @ 60% of the approved rates. Menus for Domestic Itineraries are given in **Annexure A**.

The amount payable to **Bidder A, the L1** shall be as under:

(A) Fixed Costs

FIXED COST	Amount (Rs.)	Remarks
Fixed Cost per month approved during Operation Period (A @ 100%) (15 th Sept – 14 th Apr)	10,00,000 plus GST	To be paid per month
Fixed Cost per month approved during non-operation period (B = 50% of A) (15 th Apr – 14 th Sept)	5,00,000 plus GST	To be paid per month

(B) Variable Costs

VARIABLE COST	Pride of Karnataka (5N/6D)	Jewels of South (5N/6D)	Glimpses of Karnataka (3N/4D)
Per Breakfast	440	440	440
Per Lunch	725	725	725
Per Dinner	725	725	725
Per Packed Snack	250	250	250
“Others” as per itinerary	4000	4000	2285

- If **Supper** is included in the itinerary at a later stage, it shall be paid at the Average of Rate of Lunch and Dinner.
- In case of **High Tea**, it shall be paid at the rate of Packed Snack.
- In case of **Packed Meals – Lunch/Dinner/Breakfast** the Service Provider shall be paid at the approved rates of Lunch/ Dinner/ breakfast respectively.
- Some guests may report sick and not go out for excursions, offboard meal venues. In such cases, **Sick Meals** served to the guests onboard, shall be paid at the rate of Packed Snack.

As per the current itineraries, the number of meals is tabulated below:

Itinerary	Breakfast	Lunch	Dinner	Packed Snack
Pride of Karnataka	5	5	3	1
Jewels of South	5	3	5	1
Glimpses of Karnataka	3	3	3	1

The itineraries and inclusions are liable to change at any time at the sole discretion of IRCTC. The number of days and destinations covered are also liable to change during the currency of contract.

Payment for Cost of Operations/Variable Cost per person shall be calculated based on the number of meals and the approved rates for meals by multiplying the amounts in the above two tables and adding “Others” per itinerary and shall be payable after each trip.

SCOPE OF WORK FOR GOLDEN CHARIOT

1. Coach Configuration
2. Items to be provided by the Service Provider
3. Items to be provided by IRCTC
4. Service Assessment/Penalties
5. Scope of Work
 - Schedule I: Onboard Hospitality Services
 - Schedule II: Staff requirement
 - Schedule III: Food and Beverage Services
 - Schedule IV: Spa, Gym and IT Services
 - Schedule V: General Maintenance Services
 - Schedule VI: Pest Control and Garbage Disposal
 - Schedule VII: Miscellaneous Services
 - Schedule VIII: Security Services
 - Schedule IX: Paramedic Services
 - Schedule X: Railway Coordination Services
 - Schedule XI: Warehousing and Transport Services

COACH CONFIGURATION

SN	Coach Name	Double Bed	Twin Bed + Extra Bed	Twin Bed	Cabin for Disabled	Total
1	Rashtrakuta	2	1	1	0	4
2	Kadamba	0	3	1	0	4
3	Ganga	0	2	2	0	4
4	Sangama	0	2	2	0	4
5	Hoysala	0	2	2	0	4
6	Shathavahana	1	1	1	1	4
7	Yadukula	2	1	1	0	4
8	Adilshahi	2	1	1	0	4
9	Vijayanagar	2	1	1	0	4
10	Chalukya	2	1	1	0	4
11	Bahamani	2	1	1	0	4
12	Arogya	0	0	0	0	0
13	Madira	0	0	0	0	0
14	Nalapaka	0	0	0	0	0
15	Ruchi	0	0	0	0	0
16	Staff Coach	0	0	0	0	0
17	Generator Car 1	0	0	0	0	0
18	Generator Car 2	0	0	0	0	0
	Total	13	16	14	1	44

Maximum of four rooms/cabins with a mix of 3 berth and 2 berth cabins shall be allotted to the Service provider for accommodating the staff in addition to the staff coach and valet/attendant berths in each cabin. These should be allotted to Executive Operations Manager, Exe Chef, F& B Manager, Exe Housekeeper, F& B Manager, IT, Paramedic, GREs, Spa Therapists etc.

Remaining staff shall be accommodated in the Staff Coach.

However, in case of full occupancy, if these cabins are required, the same shall be utilized for the guests and suitable alternative arrangement shall be made by the Service Provider for the staff.

ITEMS TO BE PROVIDED BY THE SERVICE PROVIDER

PREFERRED/SUGGESTED CLEANING REAGENTS

SN	Description of Work	Preferred Cleaning reagent
1	Cleaning of floors	Taski Spiral solution
2	Pots and Pans (Utensils for cooking)	SUMA Det/Force
3	Table Tops, plastic containers, Walk In Cooler	SUMA Extra
4	Chopping Boards and knives	SUMA BAC
5	Cleaning of Drains	SUMA Drain
6	Room Windows / Glass Windows	Taski R3
7	WC and Wash Basin	Taski R6
8	Bathroom floors	Taski R1
9	Wooden room Floors – Damp mop cleaning	Taski R2
10	Dish washer	Dish care
11	Combi oven	Convo clean/Convo care

Newspapers and Magazines for onboard provisioning (in Public areas)

The Service Provider shall ensure availability of at least 2 Indian Newspapers on the train daily. The Service Provider shall provide at least 06 international magazines (Indian Editions) on various topics – fashion, travel, food, general topics, politics etc. in the Bar, Spa cum Gym, public areas in coach.

- Tea / Coffee Making machine installation (high capacity- commercial type) shall be installed at both restaurants. The Machine shall dispense varied flavors of Coffee / Tea such as Capuchino, Espresso, Americano, Café mocha, Café- latte etc.

Toiletries required for the Guests cabin with Golden Chariot Branding

Hair Shampoo	Body Lotion
Hair Conditioner	Body Soap
Body Wash	Hand Wash

BIOTIQUE or other similar popular brand of Toiletries should be kept in all guest rooms and public area washrooms. The brand to be got approved from IRCTC.

Service Provider shall provide the following **in each bathroom**:

Tissue Paper	Shower Cap
Facial Tissue	Loofah
Toilet Rolls	Hair Comb
Emergency Bags	Cotton Swabs/Balls
Sanitary bags	Bathroom Fragrance / Air Fresh Diffuser/ Bathroom fragrance sachet to be installed/ placed during the trip

Dental Kits, Shaving Kits and Sewing Kits to be made available on demand Service Provider shall provide the following to the guests:

- One pair of Face Mask (printed cotton traditional prints) to be provided to each guest.
- Hand Sanitizer bottles as per requirement to be kept in rooms.
- Service Provider shall have to provide Flower Arrangements in the public areas including restaurants, bar and Spa.

IRCTC shall provide bath Towels, Hand Towels, Face Towels, Bath Robes and Hair Dryer for each bathroom.

The Service Provider to provide the following **in each room**:

1. Pencil – customized with GC Logo
2. Pen – Ball Point blue ink with GC Logo
3. Ear Plugs good quality
4. Eye Mask/Cover
5. Shoe Shine – with GC logo on cover
6. Hangers for wardrobe
7. Laundry Bags with GC Logo
8. Ironing Bags with GC Logo
9. Do Not Disturb and Clean my Room Cards/danglers
10. Note pad with GC Logo in Room.
11. Cotton Disposable Slippers – Open Toe slippers.
12. Safe Locker manual instruction card

Biodegradable/Eco-friendly packaging material to be used as far as possible. The Service Provide to provide the following **in each restaurant and bar**:

1. Coasters with GC Branding.
 2. Tissue paper in addition to the Cloth, Napkins provided by IRCTC.
 3. Tissue Dispensers with tissues in public area bathrooms, if any.
 4. Flower arrangements.
 5. Bowls for service of nuts and savory items.
 6. Nuts, savories, nachos, snacks etc. for service in bar
 7. Juices, selection of non-alcoholic beverages, syrups for bar, fruits & vegetables etc. for bar service, ginger ale, tonic water (all to be part of complimentary service)
 8. Hand Sanitizers
- The above list is indicative in nature. The service provider based on the experience and on the guest, demand has to equip with the required materials, consumables to provide the best services.
 - IRCTC reserves the right to add or modify the above list depending upon the needs of the guests.
 - The consumable items such as Room amenities have to be provided by the Service provider as per the list mentioned above as per approval of IRCTC.

Service Provider shall have to arrange for any other items as deemed fit by the Service Provider for smooth operations after discussion with IRCTC.

Service Provider shall serve Alcoholic Beverages to all onboard bonafide guests, subject to approval of Excise Department, Govt. of Karnataka as discussed in this Tender Document.

ITEMS TO BE PROVIDED BY IRCTC TO SERVICE PROVIDER

- IRCTC shall hand over the following items to the successful bidder on “AS IS WHERE IS BASIS”. Any further top up required shall be the responsibility of the successful bidder. The successful bidder should maintain sufficient parts at any point of time to ensure the best service levels.
- The handed over items shall be the property of the successful bidder during the period of operation and handed back to IRCTC after the tenure of contract. However, in case of Pre- Mature Termination, all items on-board shall be retained by IRCTC, to ensure smooth operation of the services.

List of items handed over shall be provided under the following heads:

1. Crockery
2. Cutlery
3. Glassware
4. Room Linen
5. Bathroom Linen
6. Restaurant Linen
7. Restaurant Service Gear
8. Metal ware and other table ware for Service
9. Miscellaneous
10. Kitchen Utensils & Equipment's

IRCTC shall also provide Tea/Coffee Makers for Mini Pantries, Hair Dryers etc.

SERVICE ASSESSMENT/PENALTIES

- The performance of the Service provider will be monitored on a regular basis through various measures like inspections, guest feedback forms, complaints, observation of IRCTC/Railway Officials.
- Guest feedback forms will be monitored after every trip and any comments below 'Excellent' or any adverse comments given by the guest for service to be discussed, investigated and corrective action to be taken within 7 days of the completion of the trip.
- IRCTC representative on board shall submit a report after each trip which will be based on reports submitted by the Service provider's Executive Operations Manager and his/her own observations. Any adverse remarks/comments given by the guests for service may lead to penalties.
- All departmental heads to submit service audit reports to the Executive Operations Manager.
- Service provider to establish a code of conduct for its employees and penal provisions for not adhering to the same. A copy of the code of conduct may be shared with IRCTC.

IRCTC may impose a penalty ranging from INR 5000/- to 25000/- for each departure / or each occasion, depending upon the level of complaint/observations of IRCTC/Railway officials or any other persons nominated by IRCTC and at the discretion of the Competent Authority. The Competent Authority for imposing penalties shall be **Group General Manager or other official nominated from time to time**. In the event of repeated substantiated complaints IRCTC reserves the right to terminate the contract, as stipulated in the Tender Document.

In case of repetitive complaints and if the severity of such complaints is deemed to be tarnishing the image of IRCTC, a higher-level authority may impose an enhanced penalty. Notwithstanding the above IRCTC administration reserves the right to impose a heavy penalty, issue a Show Cause Notice for termination, and/or debarment, depending on the gravity of the case.

SCOPE OF WORK – Broad Guidelines

The **Scope of Work** shall include the following comprehensive onboard services, including hospitality services and other ancillary services on lines of a luxury hotel: -

Onboard Services

- 1) Food and Beverage (Production and Service)
- 2) Bar operation (Alcoholic Beverages to be provided by IRCTC)
- 3) Cleaning/housekeeping. (Valets / Butlers)
- 4) Security
- 5) Garbage disposal
- 6) Provision of uniforms (minimum 03 set), shoes, badges etc. for staffs on board as the existing design and material/ make as per the approval of IRCTC with logo of Golden Chariot
- 7) Pest Control as per schedule –weekly after the trip end for rodents and every fortnight fumigation / rat pads for pests, insects etc. at par with standards of deluxe hotels
- 8) Top up purchase of restaurant and cabin linen
- 9) Laundry (guest, staff, bed & bath and restaurant linen, uniforms inclusive of IRCTC staff on board)
- 10) Cleaning of curtains, carpets, upholstery etc.
- 11) Top up purchase & maintenance, polishing, buffing, etc. of the restaurant wares such as cutlery, breadbasket, water bottle holder, thali plates, butter dish, fine bone China, glassware etc.
- 12) Provision of Cabin/Room amenities, BIOTIQUE BRAND OR SIMILAR Toiletries to be approved by IRCTC WITH Golden Chariot Branding.
- 13) Provision of Indian Night Costume to the Guests
- 14) Maintenance and upkeep of all onboard equipment's/gadgets including kitchen equipment's
- 15) Minor maintenance works (Electrical, Plumbing and Carpentry, polishing etc.)
- 16) Raw materials and Consumables except Wine & Liquor.
- 17) Liaison works such as Baggage Handling of guests at en-route stations.
- 18) Miscellaneous works such as DG Set operation, watering of train etc.
- 19) Contingency requirements during any emergency/disaster/delays etc.
- 20) Packing/unpacking & transportation to the Store of the Service Provider - the train interiors etc. after & before the operating period.
- 21) Any other miscellaneous cost to ensure the smooth operation of the train and guests satisfaction.
- 22) Paramedic Services
- 23) Management and operation of the Ayurvedic Spa with facilities such as massage with fragrant oils, hair spa, body scrub etc., Health Club and Business Center.
- 24) Maintain a stock of popular international magazine, books, journals, periodicals, Local newspapers in the train
- 25) Floral arrangements in BAR & Public areas

The Service Provider shall be expected to be in readiness to commence work on the train in immediately after the award of contract on the date notified by IRCTC.

SCHEDULE I

ONBOARD HOSPITALITY SERVICES

- 1) The Service provider and its staff shall work together with the IRCTC nominated Train General Manager to ensure the success of The Luxury tourist train and an unforgettable holiday for our guests.
- 2) To ensure that on board Porterage is handled promptly and efficiently on arrival and departure between the coaches to their cabins
- 3) Maintaining record of baggage including any baggage taken by guests during excursions.
- 4) Regular interaction with the guest and providing for a cordial atmosphere in the restaurants/ bars/ lounge for guest to unwind and relax.
- 5) Adjusting heating and air-conditioning to suit guest comforts.
- 6) To take specialized care of both the young, elderly and people with physical disability.
- 7) Training of the personnel / staff including soft skills.
- 8) Efficiency, promptness, good behavior, courtesy and politeness to the guests at all times.
- 9) Responsive, flexible and efficient service.
- 10) Quick response and resolution to complaints with a defined escalation process in place.
- 11) The highest standards in timely service, food, beverages and cleanliness.
- 12) Delivery of a welcome, positive inviting experience.
- 13) Delivery of services befitting a deluxe hotel/train.
- 14) The ingredients (Raw Materials and organic spices) for kitchen and Service areas to be used should be of reputed brands from India or abroad.
- 15) All manpower provided by the Service provider shall be smartly dressed in a complete uniform with shoes as approved by IRCTC. In addition, the employees should also be wearing an identity card displaying their names. Logos used, if any, should only be of Golden Chariot Train.
- 16) The Hospitality Management Service provided by the Service provider would commence on arrival of guests at railway station at the commencement of each trip, continue through the duration of the journey of the train and conclude on the departure of the guests from the railway station at the end of the trip. The service would encompass any unforeseen delay that may occur during the journey.
- 17) **The Executive Operations Manager** should ideally be from F&B Service Background and should have excellent command over English. He should be presentable and be able to communicate well with the guests. He should have at least 8-10 years' experience in the trade in 4-5-star hotels.
- 18) The Kitchen should be headed by an **Executive chef** with at least 8-10 years' experience in the 4-5-star hotel kitchen/cruise liner with specialization in International and Indian cuisines. He should have excellent command over English, should be presentable and should be able to fluently interact with guests. The team members in the kitchen should have at least 5-6 years of experience in their respective trade.
- 19) **The Food and Beverage team** members should have at least two years' experience in the trade with good command over written and spoken English. Professionals with qualification in the Food and Beverage is desirable. Barmen and Bartenders should have good knowledge of drinks and be able to communicate well with the guests.
- 20) **The Housekeeping team** members should possess a work experience of 5-7 years in their trade, and the team leader should be professionally qualified. They should have good command over English and Hindi language. Knowledge of a Foreign Language will be Desirable.
- 21) The **Restaurant Captain** should be fluent in English with 4-5-star hotel/cruise liner experience.
- 22) The **Guest Relations Executive (Females)** should have pleased personality, well-groomed having good command over English and Hindi. GREs shall accompany the guests during the off-board tours and ensuring an excellent off-board experience for the guests, by coordinating with the Tour Director and IRCTC coordinator. Knowledge of a Foreign Language will be desirable.
- 23) The team should be well co-coordinated with all HODs reporting to the **Executive Operations Manager** of the service provider, who in turn will report to a General

Manager/Train, who would be a Nominee from IRCTC.

- 24) The Food and Beverage Production staff should be well versed with the use of modern-day electronic kitchen equipment such as Combi Ovens, Kneading Machine, Mixers etc.
- 25) The Masseurs should have the requisite experience and expertise in different types.
- 26) Some staff should be trained in use of fitness equipment like treadmills etc.

SCHEDULE II

STAFF REQUIREMENT

SN	Position	Number
1	Executive Operations Manager	1
2	Executive Chef	1
3	Housekeeping Executive	1
4	Restaurant Captain	1
5	Guest Relation Executives (Girls)	2
6	Barman plus Bar Servers	2
7	Stewards	8
8	Butler/ Valets	11
9	Houseman	1
10	Food Production including bakery and staff cook	8
11	Kitchen Stewarding	3
2	Multi skilled Handyman (Carpenter, Plumber, Polisher, Electrician)	2
13	D.G. Set Operators	1
14	Security Guards	4
15	Paramedic	1
16	IT	1
17	Spa Attendants (01 male, 01 female)	2
	TOTAL	50

Note : Based on the actual requirement of staff during train operations, the number of staff in each category may be increased or decreased within the overall ceiling of 50 staff members in consultation with IRCTC.

SCHEDULE III

FOOD AND BEVERAGE SERVICES

- Menu to be planned keeping in mind the international visitors of different origins. The menu should be a mix of Indian and international cuisines. The menu to be planned considering the available equipment's, storage space, ease of preparation etc.
- Servicing food and beverages (alcoholic and non-alcoholic)
- Responsibility for deciding the menu for the food served on board in conjunction with IRCTC.
- The meals should be consisting of a minimum four courses in all meal types **during all onboard meal services** (Breakfast, Lunch, and Dinner) with a choice of both Indian and International cuisine.
- **Special meals such as Kosher, Vegan, Chinese, Japanese, Korean etc.** food to be provided if requested for Japanese / Chinese / Jain meals and certain cuisines may be requested depending on the booking requests.
- Dietary requests such as diabetic, no gluten, no salt, nut allergies etc. to be executed as per the guest's request.
- Certain signature tours could have special promotions i.e. wine experts and tasting. Special cuisine tours with well-known guest chefs. The Service provider to provide complete assistance including material for the same.
- Charters / Conferences may have customized menus.
- The Service provider to make arrangement for all soft beverages, drinks and snacks, cold drinks, packaged drinking water, good night chocolate boxes, cookies with packaging materials and carry bags, etc.
- Refreshments – tea, coffee, snacks, cookies, and soft drinks will be served complimentary throughout the day on board all through the journey.
- Service will be pre-plated for all on board meals.
- If a guest is ill or wants room service, then the meal should be provided in the room.
- *Sample menu's attached as **Annexure A**.
- Special Requirements for birthdays, anniversaries etc.
- Packed Meals: The Hospitality Partner should provide a selection of four packed snacks menus with variety. These will be part of regular itinerary and may also be required additionally at short notice in case of delayed arrivals or changes in the itinerary of the train due force majeure reasons. **Eco friendly packaging** should also include tissue paper and suitable eating utensils as required. Care must be taken to ensure that packing and storage is suitable to maintain those properties, which deteriorate with weather conditions.
- Special Occasions:
 - Meals to be designed befitting the occasion e.g.: Christmas, New Year celebrations including table decorations
 - Special requests from a guest such as a wedding anniversary or a birthday etc.

Planning the Operation

- **Onboard service provider is to plan, order and procure kitchen inventories, materials and provisions for the food preparation for each journey and preparation of replenishments of supplies en-route.**
- Preparation of the cuisine, ensuring quality standards in food preparation and service.
- Service in an acceptable manner either in the restaurants, bars, conference room or in the guest cabins as may be required and specified.
- Maintain the availability of vegetables, condiments, spices, provisions and other cooking material as per requirement at all times. The service provider would have to make arrangements to load and offload required supplies at different stations of call.
- Preserve all perishable items in the refrigerators and deep freezers.

- Serve snacks and beverages at all times as per orders given.
- Snacks items, Salted Cashew nuts, Salted Pistachio, Salted almonds, namkeens etc. should also be served at all times in the Lounge Bar.
- Room service of coffee, tea, snacks, drinks to be provided.
- **For some excursions, hampers with hot/ cold refreshments to be provided as take away for guest depending upon the season of travel.**
- IRCTC may provide Wines, Beer and Liquors as per the Beverage menu, which shall comprise of two sections. First being, “**House Pours**” the items under these have been included in the Tariff and hence shall not be billed to the guests and all alcoholic beverage items other than the “House Pours” shall be billed to the guests as per consumption and the prices mentioned in the beverage menu. The revenue from sale of the alcoholic beverages shall accrue to IRCTC.
- The Service providers shall stock all alcoholic beverages provided by IRCTC, carryout sales and maintain the inventory, registers as mandated.
- **Complimentary Packaged Drinking water of brand approved by IRCTC (Kinley/Aquafina), complimentary aerated drinks including Diet/Zero options, Ginger Ale and fruit juices to be provided by the Service provider throughout the journey.**
- Welcome drinks to be offered to the guests at check in. Welcome drinks to be offered to guests when they return from their offsite excursions and also provide hot / cold towels as the case may be.
- Turn down Service to be offered with Eye Masks, ear plugs and Good Night Chocolates/Cookies.

Maintenance of the Kitchen and Pantry:

- Suitable kitchen staff to wash, clean, store, maintain and be responsible and accountable for all cooking ware, table ware, service ware and any other items such as cutlery, crockery, and glass / Crystal wares. Cleaning of cooking equipment and kitchen cutlery. Keeping the kitchen car clean, hygienic, disinfected and free of all sorts of pests
- Maintain the pantries and service kitchen on board the train in a hygienic manner including the regular cleaning of utensils and proper storing of all materials and stock.
- Thoroughly clean the kitchen / pantries premises in the early hours before active work begins and wet mop the kitchen at least 3 times a day.
- Keep the shelves, cupboards, other storage racks and refrigerators scrupulously clean and tidy at all times and ensure thorough cleaning at least once a week.
- Clean the sink, stoves, used utensils and crockery with a good quality cleaning solution at least once a day.
- Ensure no dirty utensils, crockery or any other items lie on the kitchen sink for more than two hours without being cleaned.
- Use disinfectants in the kitchen sink and cleaning areas at the end of each day.
- Only Internationally accepted cleaning materials should be used.
- Before start of season/trip thorough checkup of all equipment for their optimal performance.
- In case any equipment is not functioning or having loose connection same need to be attended by the authorized representative.

Pantry services (Along with Guest coaches)

- Each passenger’s coach has a small pantry/store, which will be used for storing cookies, soft beverage tetra packs etc.
- The pantry/store is to be used for the purpose of dispensing water, cookies etc. to the guests.
- **Tea / Coffee machines in the restaurants have to be cleaned after day’s operation every day with cleaning solvents and tablets designed specifically for the machine; the same will have to be done by the service provider on board.**

- Cakes/flower arrangement/towel-art for special occasions / birthday / anniversaries should be made available on request on board.
- Decoration of the train interiors/exterior (public areas) on festive occasions like Christmas, New Year etc.

SCHEDULE IV

Spa, Gym and IT Services

The train has one full coach housing the following:

1. Two Spa Tables with attached Shower Room and Washroom.
2. Gym with electronically operated treadmill, cycle etc.
3. Business Center with IT facilities, Fax, internet services etc.

The Service Provider has to provide two Spa Therapists with suitable training and experience of similar work. There should be one Male and one Female Therapists.

The Spa Therapists should also be trained in handling the Gym equipment.

The Service Provider has to provide one IT Trained Staff having adequate qualification and experience in handling IT hardware, troubleshooting, providing internet connectivity, handling Fax/Copier etc. The

The Spa cum Gym Therapists/Instructors and IT staff should have good conversation skills to be able to interact with the guests.

Decision to operate the spa services shall be taken based on the government regulations in this regard.

IRCTC shall obtain rates for various spa services from the successful bidder after the award of contract and promote these to the clients. Billing to the clients/guests shall be done by IRCTC and the Service Provider shall bill IRCTC for the services rendered at the approved rates.

SCHEDULE V

GENERAL MAINTENANCE SERVICES

- The Service provider would conduct general maintenance of electrical fittings and appliances, sanitary ware and fittings etc. on board the train, which does not require assistance or intervention by the Indian Railway authorities and / or IRCTC.
- The minor repairs and repairs in case of an emergency of electrical works, plumbing etc. so that guest inconvenience is minimized at all times. These repairs would be of the following nature:
 - ✓ Change of bulbs, electrical fuses, minor air-conditioning defects, repairs to switches wiring faults etc. Material for the same shall be provided by IRCTC. The Service Provider staff should carry minor equipments required for such work.
 - ✓ Repairs of minor plumbing faults / tap leaks change of faucet washers, carpentry repair, problem with locks, handles, drawers etc.
- The Service provider will be responsible for reporting to the concerned Indian Railway staff and / or any other staff that may identify and specify to the service provider, on any major faults, so that any repairs of maintenance requirements can be attended to in a timely manner. These could be of the following nature:
 - ✓ Major breakdown of electrical works and plumbing systems
 - ✓ Breakdown of specialized equipment, air conditioners etc. on board the train.
 - ✓ Non availability of adequate water in the water storage tanks.

Electrical Maintenance

- Care of electrical works, covering routine maintenance and minor repairs of all electrical fixtures and appliances.
- Operation of Power Generating Sets. In case of repairs inform the concerned officer and coordinate with the respective Service Provider to ensure that it is in working order at the earliest.
- Cleaning of the air conditioners vents and reporting breakdowns.
- Ensure the availability of an electrician for regular maintenance, minor repairs, replacement of bulbs by new one / fuses, repairs to switches, wiring faults etc.
- Operation of DG Sets of power car as per requirement to be done by The Service provider.

Plumbing and Water Availability

- Overhead/under hood tanks are filled daily on regular *basis at designated railway stations*.
- Care of plumbing works, covering minor repairs including leakages.
- Ensure availability of a plumber for regular maintenance, minor repairs etc.
- Regular checking and minor repairs/ replacement of all sanitary fixtures and supply lines
- Maintenance of all valves, taps, floors and other plumbing and sanitary fitting free from leakage.

Maintenance shall be done in the following areas:

Cabins

- To ensure that the furniture, upholstery, sofa/chair seat furnishing is well maintained and cleaned/vacuumed/shampooed at regular intervals.
- Ensure all bulbs and electrical fittings are functional at all times.

- Ensure all plumbing in the bathrooms are checked on a daily basis and any discrepancy be rectified immediately, example – Wash basin drain flow is proper. The shower head cleaned to ensure proper pressure of water.
- Power points are operational.
- Telephones are in working condition and the handset cleaned with an Anti-Bacterial solution on a daily basis.
- Flooring to be cleaned on a regular basis.

Public Areas

- To ensure that the furniture, upholstery, sofa/chair seat furnishing is well maintained and cleaned/vacuumed/shampooed at regular intervals.
- To ensure that all bar equipment i.e. Bottle cooler, Ice cube machine etc. are functional. On a weekly basis to check the compressors of the above machines.
- To ensure that the RO equipment is maintained on a regular basis to enable proper water flow for the ice cube machines.
- To ensure all bulbs are illuminating and to replace any fused bulbs provided by IRCTC on an immediate basis.
- To ensure that the air conditioning temperature is maintained at comfortable levels keeping in mind the number of passengers.

Kitchen

- To clean the exhaust hoods on a daily basis **and maintained in spotless condition without any oil or grime.**
- To defrost and clean the refrigeration equipment on a weekly basis.
- To ensure all heating systems are in working condition.
- To ensure that the water purification system candles, if provided are changed as and when required. This probably should be at a more regular basis than as specified by the supplier.
- To take required action in case any of the equipment are not functioning and to ensure that the same is rectified in time.
- To liase with maintenance Service Provider appointed by service provider and ensure that the equipment is tested every trip before scheduled departure.

SCHEDULE VI

PEST CONTROL

- 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)
- General disinfections for cockroaches, pests, flies, ants, fruit flies etc. / rodent control / termite control for all coaches and stores areas where items are kept.
- Removal and disposal of all rodents, pests and insects etc. dead or alive.
- The Pest control service will have to be maintained throughout the year including when the train is not in operation and when the train is under Maintenance at Railway premises in Bengaluru or Mysore or other destinations to ensure the train is completely free of any possible pest infestation.
- Pest Control standards are to be that followed by Pest Control of India (PCI). The service provider may outsource the pest services to professional organization to ensure pest and rodent control at par with the standards of a Deluxe Hotel.

GARBAGE DISPOSAL

- All garbage should be segregated into biodegradable and non-biodegradable and should be disposed off at garbage disposal bins at Stations and should not be thrown on the tracks. The bio-degradable garbage shall be compressed before disposal. **The service provider is required to segregate waste and ensure compliance to SWM Rules 2016 and subsequent rules issued by appropriate authorities.**

NON-OPERATION PERIOD

- Service Provider shall maintain the staff as stipulated in this document during the non-operation period.
- Service Provider shall be responsible for Pest Control and Security Services during the non-operation period.
- Service Provider shall also coordinate with IRCTC officials during the maintenance of the train at railway premises in Mysore workshop or elsewhere.
- Service Provider shall continue to provide essential housekeeping, security, cleaning and minor maintenance services during the non-operation period.

SCHEDULE VII

MISCELLANEOUS SERVICES

- Guest room supplies.
- Wardrobe supplies – hangers, slippers, shoe mits, bags etc.
- Room, bathroom, restaurant and bar linen storage and maintenance of par stock at stores and laundry.
- Consumables, toiletries for guest rooms, restaurants, bathroom, bars, and conference room storage, replenishment and inventory.
- Maintenance of weekly / Trip wise inventory for the items issued by IRCTC to the service provider from Time to time.
- MIS data on support functions.
- Assimilation and Collection of final billing from the guest in co-ordination with the Off-board co – coordinator and direct charges borne by Customers on board.
- Preparing the final sheet for settlements done for the trips and closing the debit / credit card statements with batch settlement.
- Collection of the payments from the Guests and remittance at IRCTC Finance department, Bengaluru Office on the same day or next working day
- Maintaining Par stock for Linen (bed, bath and Restaurant).
- Same day Laundry arrangement for guest, staff, room and restaurant linen, wherever feasible.
- **Guest Laundry:** Service Provider shall make provision for Guest Laundry at select destinations en-route. The Service Provider shall have to make arrangements for washing of guest articles with reputed laundry service providers or hotels at the destination cities as per the itinerary. The destinations shall be finalized and advised to IRCTC which may be informed to guests well in advance or through an information brochure onboard.
- The billing of the same will be done on direct payment basis to the guest and revenue handed over to IRCTC. In case of bill to room the service provider will make arrangement with the local launderer for making necessary arrangements and invoice raised to IRCTC. The approved rates will be paid to service provider, which will be negotiated between the service provider and IRCTC.
- All Guest Laundry items will have to be handled with utmost care. Any dispute on the same with the guests will have to be settled directly by the service provider.
- **Onboard Entertainment/Activities:** The Service Provider shall have to provide onboard live entertainment/activities on at least 2 days during the itinerary and the cost should be included in the others component of the Variable Cost. Some of the suggested activities are Musicians, Singers, Palmist/Tarot Reader/Astrologer.

SCHEDULE VIII

SECURITY SERVICES

- Guest safety and security is of utmost importance to us. The onboard service provider is to provide comprehensive security on the train for all the guests / staff and their belongings. The service provider needs to deploy **04 unarmed security personnel** on board the train.
 - When train in motion with guests on board
 - When train in motion with no guests on board
 - Train is stationary with guests on board
 - Train is stationary with no guests on board
 - In On-Board Control Room whether train in motion or stationed
 - At platforms/yards/maintenance depots when not operating during offseason and season.

Service provider needs to have contingency plans to tackle all perceivable threats given below:

- | | |
|---------------------------------|--------------------------------------|
| • Fire | • Derailment. |
| • Bomb Threat | • Hostage Crisis. |
| • Terrorist Threat | • First aid and Medical Emergencies. |
| • Death of Guest / staff | • Evacuation. |
| • Riots and civil disturbances. | • Accidents. |
| • Blackout | • Emergency change of station |
| • Leakages and Flooding. | / bypassing the planned stop |
| | at station |

Service Provider will maintain the fire extinguishers on the train and all onboard Staff should have adequate training to handle the equipments.

The Service Provider should have established systems of security after consultation with IRCTC for the Lost and Found, Guest Complaints, Floor Duties, Injury, In room safe deposit control.

The Service provider to provide security to the Train – External areas such as windows, and doors; internal such as interiors and equipments such as TV sets, wall decorations, artifacts', pantry and kitchen equipments, kitchen supplies etc.

- Screening and storing of all guest luggage when a guest reports.
- Service provider to provide security when guests are getting off the train for sightseeing or any other activity.
- Service provider to monitor safety and security of guest baggage left in the train, after guests leave for day excursions.
- Maintaining record of baggage including any baggage taken by guests during excursion.
- Service provider to provide security and checks on loading of supplies at various stations
- Escorting guests to / from buses / cars for excursions.
- Staff security.
- And other unforeseen security situations not covered in the scope of aforesaid services.
- There will be overall external security be provided by the Railway Protection Force (RPF) but this has to be augmented by security by Service provider.
- General approach to security should be non-obtrusive however, stringent security will have to be provided. CCTV Cameras installed on the train, if any, shall be maintained by IRCTC.
- The service provider may outsource security services to professional organizations but the accountability remains with the service provider.

SCHEDULE IX

PARAMEDIC SERVICES

The service provider will make all arrangements for providing one well trained staff (age below 45 years) having qualification in B.Sc. Nursing/ANM/GNM (Auxiliary Nursing and Midwifery/General Nursing and Midwifery) on-board the Golden Chariot Train with a minimum experience of three years in paramedic & clinical work during each trip.

The Paramedic should have training in:

- Basic Life Support.
- Knowledge of prescribing and administering basic medicines.
- Administering bandage.
- Administering intramuscular and intravenous injections.
- Handling manual/electronic equipment such as sphygmomanometer.

The Paramedic Staff shall carry with him/her basic medicines for fever, upset stomach, cough, cold, painkillers, ointments for sprains, bandages, disposable syringes at all times.

The Paramedic Staff should have list of hospitals with contact details of doctors etc. at all enroute stations along the journey routes of Golden Chariot Train.

SCHEDULE X

RAILWAYS CO-ORDINATION SERVICES

- The service provider through IRCTC Services team and Train Superintendent to collaborate with respective railway stations for watering and fueling on the train as per pre-defined schedule/emergent requirements.
- Preventive maintenance at working lines in co-ordination with Train Superintendent/IRCTC on board the train.
- Loading of supplies wherever necessary
- High power jet washing of exterior of train / windows.
- Debris /waste removal.
- Coordination during maintenance of the train at Mysore/Chennai during Overhauling of the train during the non-operation period.

SCHEDULE XI

WAREHOUSING AND TRANSPORT SERVICES

Period of Operation:

The Operation Period for each season shall be advised to the Service Provider 30 days prior to commencement of the Operation Period. During the non-operation period the minimum component of staff should be maintained as mentioned in the Tender Document.

The train would generally be in full operation during **the operation period** as per the scheduled itineraries or customized itineraries. Approx. 2 weeks times before commencement and after termination of scheduled itineraries shall be required for preparing and vacating the train which is also considered as period of operation. It is expected that the full complement of staff is available during this for packing and unpacking at start/end of mobile period.

The Service Provider shall be responsible for packing/unpacking, transport and warehousing of the goods/items to its warehouse at its own cost.

SAMPLE MENU (International Guests)

Morning Tea: Chocolate Eclairs, Cheese Straws, Fruit, Cookies.
Evening Tea: Canapes – mix of 4 (2 veg, 2 non-veg), Sandwiches (mix of veg and non veg)

BRUNCH MENU

ASSORTED BREAKFAST CEREALS

(CORN/CHOCO/WHEAT FLAKES/RICE CRISPIES/MUESLI/OATMEAL SERVED WITH EITHER HOT OR COLD MILK)

CHOICE OF FRESH AND PRESERVED JUICES

STARTERS

CHICKEN CONFIT CROISSANT

(CROISSANTS SLIT AND STUFFED WITH A MIXTURE OF CHICKEN MEAT, CELERY, BELL PEPPERS, CAPERS, OLIVES, SHALLOTS AND PARSLEY)

VEGETABLE SPRING ROLLS

(JULIENNED SAUTEED VEGETABLES ROLLED IN THIN CREPES SERVED COLD WITH ORANGE REDUCTION)

EGGS TO ORDER

(SERVED WITH BACON/SAUSAGES/HAM, GRILLED TOMATO, HASH-BROWNS AND BEANS)

MAIN COURSE

CHICKEN OR VEGETABLE PIZZA

(AN ITALIAN BAKED SPECIALITY)

CHICKEN YAKHINI PULAO

(CHICKEN AND RICE SIMMERED TOGETHER WITH WHOLE SPICES, FLAVOURED WITH SAFFRON SERVED WITH CHICKEN CURRY, BURANI RAITA, PAPAD AND GREEN SALAD)

HARYALI PANEER

(PUREED SPINACH AND COTTAGE CHEESE FLAVOURED WITH SPICES SERVED WITH TANGY GUAVA MASALA, DAL BANJARA, PLAIN RICE, MISSI ROTI, PAPAD AND BOONDI RAITA)

DESSERT

PEACH PARFAIT

(A MOUSSE BASED PEACH DESSERT)

RICE PHIRNI

(AN INDIAN DESSERT MADE WITH RICE, SAFFRON AND CONDENSED MILK)

CHOICE CREAM WITH TOPPINGS

(STRAWBERRY/CHOCOLATE/BUTTER SCOTCH/VANILLA/COFFEE)

CHOICE OF TEAS OR COFFEE

BREAKFAST MENU 1

SEASONAL FRUIT PLATTER

ASSORTED BREAKFAST CEREALS

(CORN/CHOCO/WHEAT FLAKES/RICE CRISPIES/MUESLI/OATMEAL SERVED WITH EITHER HOT OR COLD MILK)

PLAIN OR FLAVOURED YOGURT

(MANGO/STRAWBERRY/PLAIN)

BAKER'S BASKET

(ASSORTED MORNING BAKERIES)

CHOICE OF FRESH AND PRESERVED JUICES

FRUIT PANCAKES WITH MAPLE SYRUP

(SOFT AND SPONGY THICK CREPES TOPPED WITH CHOPPED FRESH FRUITS)

EGGS TO ORDER

(SERVED WITH BACON/SAUSAGES/HAM, GRILLED TOMATO, HASH-BROWNS AND BEANS)

RAJASTHANI BEDMI

(STUFFED DEEP-FRIED RAJASTHANI BREAD, SERVED WITH POTATO CURRY, PLAIN CURD AND PICKLE)

CHOICE OF TEA OR COFFEE

BREAKFAST MENU 2

SEASONAL FRUITE PLATTER

ASSORTED BREAKFAST CEREALS

(CORN/CHOCO/WHEAT FLAKES/RICE CRISPIES/MUESLI/OATMEAL SERVED WITH EITHER HOT OR COLD MILK)

PLAIN OR FLAVOURED YOGURT

(MANGO/STRAWBERRY/PLAIN)

BAKER'S BASKET

(ASSORTED MORNING BAKERIES)

CHOICE OF FRESH AND PRESERVED JUICES

HERBED VEGETABLE CUTLET

(MASHED VEGETABLES, POTATOES ALONG WITH COTTAGE CHEESE, DRY FRUITS, CRUMBED AND FRIED)

EGGS TO ORDER

(SERVED WITH BACON/SAUSAGES/HAM, GRILLED TOMATO, HASH-BROWNS AND BEANS)

PAV BHAJI

(INDIAN BAKED BREAD SERVED WITH A MASHED VEG CURRY AND CHUTNEY)

CHOICE OF TEA AND COFFEE

LUNCH/DINNER MENU

APPETIZER

THAI CHICKEN SATAY
(SERVED WITH PEANUT SAUCE)

VEG CIGAR ROLL
(SERVED WITH SAUCE EXOTIQUE)

SOUP

PUREE OF BROCOLLI
(BROCOLLI SOUP TOPPED WITH PARMESEAN SHAVINGS)

CREAM OF CHICKEN
(CREAMY CHICKEN SOUP)

MAIN COURSE

LAMB STEAKS
(MINCED LAMB STEAKS SERVED WITH BUTTERED SEMOLINA AND VEGETABLE ACCOMPANIMENTS
ALONG WITH MUSHROOM SAUCE)

FRESH GARDEN QUICHE
(SERVED WITH NOUVELLE SAUCES AND A CAPER BASIL FONDUE)

THE ROYAL PLATTER
(NON-VEG / VEG)

CHICKEN CURRY-MUTTON SEEKH-MURG TANGRI-SHAMMI KEBAB- FISH TIKKA

PANEER SHASHLIK-TANDOORI MUSHROOM-TANDOORI ALOO-HARA BHARA KEBAB

DAL BUKHARA
NAVRATTAN PULAO
LACCHA PARATHA

DESSERT

BULLS EYE
(A WARM CHOCOLATE CAKE TOPPED WITH ICE CREAM)

OR

RASMALAI
(INDIAN SPECIALITY)

OR

ICE CREAM WITH TOPPINGS
(STRAWBERRY/CHOCOLATE/BUTTER SCOTCH/VANILLA/COFFEE)

CHOICE OF TEA OR COFFEE

SAMPLE MENU (Domestic Guests)

BREAKFAST

ASSORTED MORNING BAKERIES

(Croissants, muffin, Danish pastry)

ASSORTED CEREALS SERVED WITH HOT OR COLD MILK

(Cornflakes, chocoflakes, mueslie, wheat flakes, rice crispies)

FRESH PINE APPLE JUICE

CANNED MIXED FRUIT NECTAR

FRESH CUT FRUITS

EGGS TO ORDER

(Served with hash browns, baked beans, grilled tomatoes, chicken sausage)

COTTAGE CHEESE AND VEGETABLE CROQUETTES

PAV BHAJI WITH VADA PAV

CHOICE OF TEA AND COFFEE

SAMPLE MENU

LUNCH **APPETIZER**

FISH SALT AND PEPPER
VEGETABLE SALT AND PEPPER

SOUP

CHILLED CUCUMBER, CILANTRO AND MINT SOUP

MAIN COURSE

SPAGHETTI BOLOGNAISSE
SPAGHETTI A-LA-DOLCE

CHICKEN DUM BIRYAN / VEG DUM BIRYANI

(Served with boondi raita, mirchi ka salan, chutney, salad, pickle, papad)

DESSERTS

PHIRNI
CHOCOLATE BROWNIE
ICE CREAM WITH TOPPINGS
CHOICE OF TEA OR COFFEE

SAMPLE MENU

DINNER

APPETIZER

VEG SPRING ROLLS
GRILLED CHICKEN SALAD

SOUP

ROASTED TOMATO, BASIL AND BELL PEPPER SOUP
(Veg. or non-veg.)

MAIN COURSE

MOROCCAN ROAST CHICKEN
POLENTA WITH TOSSED VEGETABLES
(Both preparations served with a hot and tangy sauce)

MURG MALAI TIKKA
PANEER KALI MIRCH
MAHI KORMA
PANEER LABABDAAR

(Served with dal bukhara, stuffed capsicum, gobi maussalem, palak malai, laccha parantha and veg pulao, raita, papad, pickle, salad)

DESSERT

GULAB JAMUN
CHOCOLATE MOUSSE
ICE CREAM WITH TOPPINGS
CHOICE OF TEA OR COFFEE

Packed Snacks Menu

Packed Tetra Fruit Juice

Packed Roasted Almond/ Pistachios

Packed Muffin/ Cake Slice

Cheese/Coleslaw/ Tossed Veggie Sandwich

Chocolate Bar

Water Bottle

Seasonal Fruit

Tomato Ketchup

Wet wipes & Tissue Paper

Tentative Itineraries



Pride of Karnataka -(5 Nights/6 Days)

(Bengaluru – Nanjangud – Mysore – Halebidu - Chikamgaluru – Hospet – Goa – Bengaluru)

Day 1 (Bengaluru to Nanjangud)

- Registration and check in at Yashwantpur Railway Station from 08:30 hrs onwards.
- Morning departure from YPR (09:45 hrs).
- Lunch onboard as train arrives into Nanjangud (13:30 hrs).
- Proceed to Bandipur Wildlife sanctuary at 14:45 hrs (1 hr 30 minutes' drive).
- Evening Safari (16:30 hrs to 18:30 hrs).
- Return to train by 20:15 hrs. and dinner onboard as train proceeds to Mysore.
- Overnight on the train at Mysore.

Day 2 (Mysore)

- Breakfast onboard.
- Proceed to visit Mysore Palace.
- Return to train for lunch after which optional visit to Srirangapatnam.
- Dinner onboard as train proceeds to Banavar (20:00 hrs), watering and fuelling.

Day 3 (Halebidu and Chikamgaluru)


- Breakfast onboard.
- Visit Halebidu from Banavar Railway Station.
- Lunch onboard as train proceeds to Chikamgaluru .
- Evening visit to Coffee Plantation followed by cultural activities and dinner at Chikamgaluru .
- Return to train as it proceeds to Hospet

Day 4 (Hospet)

- Breakfast onboard.
- Visit Hampi ruins.
- Return to train for lunch onboard.
- Evening free.



The itineraries and inclusions are liable to change at any time at the sole discretion of IRCTC. The number of days and destinations covered are also liable to change during the currency of contract

- 
- Dinner onboard
 - Train proceeds to GOA.

Day 5 (Goa)

- Arrive Karmali.
- Post breakfast, visit the churches of North Goa. Deboard at 09:00 and return at 12:00 noon.
- Lunch onboard as train proceeds to Madgaon.
- Evening Gala Dinner activity at a hotel in South Goa
- Train proceeds to Bengaluru. (22:30 hrs).

Day 6 (Bengaluru)

- Breakfast onboard.
- Deboard at Bengaluru (YPR)



The itineraries and inclusions are liable to change at any time at the sole discretion of IRCTC. The number of days and destinations covered are also liable to change during the currency of contract



Jewels of South-(5 Nights/6 Days)

**(Bengaluru – Mysore – Kanchipuram – Mahabalipuram – Thanjavur –
Chettinad/Karaikudi – Cochin – Chertala/Maraikulam – Bengaluru)**

Day 1 (Bengaluru to Mysore)

- Registration and check in at Yashwantpur Railway Station from 08:30 hrs onwards
- Departure from YPR (09:45 hrs).
- Lunch onboard as train arrives into Mysore (14:15 hrs).
- Proceed to Visit Mysore Palace at 15:00 hrs.
- Return to train as train proceeds to Chengalpattu (CGL).
- Dinner onboard

Day 2 (Kanchipuram-Mahabalipuram)

- Breakfast onboard as train arrives into Chengalpattu Railway Station.
- Forenoon optional excursion to Kanchipuram.
- Lunch a beachfront hotel.
- Visit to Mahabalipuram Monuments.
- Dinner onboard
- Return to train and Train proceeds to Thanjavur

Day 3 (Thanjavur-Chettinad/Karaikudi)

- Breakfast onboard.
- Deboard at 09:00.
- Lunch onboard as train proceeds to Chettinad.
- Visit the Athnagudi tile factory and Chettinad mansions.
- Return on train for dinner onboard.
- Train proceeds to Cochin.

Day 4 (Cochin)

- Breakfast onboard as train arrives at Cochin Harbour Terminus.
- Visit Matancherry Palace in Fort Cochin followed by Dance performances of Kerala.
- Return to train for Lunch.



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- Deboard for optional activities to Chinese Fishing Nets and St. Francis Church.
- Dinner onboard and train proceeds to Kumarakom.

Day 5 (Chertala/Maraikulam)

- Onboard breakfast.
- Houseboat cruise with lunch at an exclusive venue.
- Return to the train by evening.
- Dinner onboard.

Day 6 (Bengaluru)

- Breakfast onboard.
- Deboard at Bengaluru (YPR).



The itineraries and inclusions are liable to change at any time at the sole discretion of IRCTC. The number of days and destinations covered are also liable to change during the currency of contract



Glimpses of Karnataka-(3 Nights/4 Days)

(Bengaluru – Nanjangud – Mysore – Hospet – Bengaluru)

Day 1 (Bengaluru to Nanjangud)

- Registration and check in from 08:30 hrs onwards
- Morning departure from YPR (09:45 hrs).
- Lunch onboard as train arrives into Nanjangud. (13:30 hrs)
- Evening Safari (16:30 hrs to 18:30 hrs).
- Return to train by 20:15 hrs. and dinner onboard as train proceeds to Mysore.
- Overnight on the train at Mysore.

Day 2 (Mysore)

- Breakfast onboard.
- Proceed to visit Mysore Palace.
- Return to train for lunch after which optional visit to Srirangapatnam.
- Dinner onboard as train proceeds to Hospet (20:00 hrs), watering and fueling.

Day 3 (Hospet)

- Breakfast onboard.
- Visit Hampi ruins
- Lunch onboard.
- Evening free.
- Dinner onboard.
- Train proceeds to Bengaluru

Day 4 (Bengaluru)

- Breakfast onboard.
- Deboard at Bengaluru (YPR)



The itineraries and inclusions are liable to change at any time at the sole discretion of IRCTC. The number of days and destinations covered are also liable to change during the currency of contract.

Offboard activities and meals shall not form part of this contract. These have been mentioned in the above itineraries to give the Onboard Service Provider an overview of the entire operations.

Tentative list of equipment onboard Golden Chariot Train

S. No.	Items	Qty (Q)	Make	Location
1	Bain-marie	1	Continental	Staff coach
2	Hotplate	1	Continental	Staff coach
3	Induction tawa	2	Lorman	Ruchi and Nalpaka
4	Chimney	1	Customized	Staff coach
5	Water purifier (RO big size)	4	Paramount	Staff coach
6	Dish washer	2	IFB	Ruchi and Nalpaka
7	Combi oven	2	Convotherm	Ruchi and Nalpaka
8	Hot plate with oven	2	Continental	Ruchi and Nalpaka
9	Hot case	2	Continental	Ruchi and Nalpaka
10	Deep frier (6+6) liter	2	Continental + Lorman	Ruchi and Nalpaka
11	Exhaust system / chimney	4	Customized	Ruchi and Nalpaka
12	Ice cube machine	1	Scotsman	Ruchi
13	Deep freezer	1	Blue star	Ruchi
14	Micro wave oven	4	Samsung	Ruchi and Nalpaka
15	Mixer juicer grinder	1	Sujata	Ruchi
16	Salamander	2	Sirman	Ruchi and Nalpaka
17	Dough kneader	1	Spar	Ruchi
18	Induction stove 3.5kw	4	Taiwan makes	Ruchi and Nalpaka
19	Undercounter chiller (bar)	1	Continental	Madira
20	Wine cellar (fridge)	1	LG	Madira
21	Minibar refrigerator (pantry)	5	LG	Mini pantry
22	Double door fridge vertical	4	Continental	Ruchi and Nalpaka
23	Double door deep freezer	2	Blue star	SLR

Note: This list is non-exhaustive and may change as per the requirement of work

FORMAT OF COVERING LETTER

(To be submitted on Bidders Company's Letter Head, scanned copy to be uploaded on e-tendering portal)

To,

**Group General Manager / Tourism
Indian Railway Catering and Tourism Corporation Ltd.
2nd Floor, Tower-D,
World Trade Centre, Nauroji Nagar,
New Delhi-110029**

E-TENDER NO: 2025/IRCTC/TOURISM/GOLDEN CHARIOT/Onboard Services/OT/2025-26

**APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING COMPREHENSIVE ON- BOARD
SERVICES TO GUESTS OF GOLDEN CHARIOT TRAIN
FOR TWO SEASONS (2025-26 AND 2026-27)**

Dear Sir,

- a) I / We _____ have read the general guidelines and E-Tender document attached hereto containing the Terms and Conditions and agree to abide by such conditions. I / We offer for the services mentioned in the E-Tender document and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of Contract.
- b) I / We hereby understand that the submission of E-Tenders / bids does not guarantee allotment of Contract. I / We further understand that in case of any information submitted by me / us being found to be incorrect, IRCTC will have the right to summarily reject the E-Tender, cancel the Contract or revoke the same at any time without assigning any reason whatsoever.
- c) I / We further agree to execute an agreement to abide by the standard and special conditions of Contract for the subjected supply. In case of acceptance of E-Tender by the IRCTC, I / We bind myself / ourselves to execute the Contract agreement awarded to me / us and to commence the supply/services as per the conditions of the Contract failing which, I / We shall have no objection to the forfeiture of full Security Deposit, deposited by us with IRCTC in addition to other penalties specified under the terms of Contract.
- d) 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 E-Tender.
- e) On account of non-acceptance of award or on account of not fulfilling E-Tender conditions within the prescribed time, I/We shall be debarred by IRCTC for further participation in the future E-Tenders of IRCTC. In addition IRCTC can forfeit my/our Security Deposit.
- f) I/we agree that the our rates and offer shall remain valid for a period of 30 days of the date of opening of Bid

I / We do hereby confirm that I / We have the necessary authority and approval to submit this E-Tender document for the subjected comprehensive on-board and offboard services of Golden Chariot train.

The following persons may be contacted for any information or clarifications relating to this Contract:
Name:

Address:

Telephone, fax number:

A notice or letter of communication addressed to me / us at the given address given in the E-Tender, even by ordinary post will be deemed to be valid and proper notice of intimation to me/us.

Authorized signatory
Name: Designation and
seal

Address:

Date:

Place:

With Kind regards:

For _____(name of the company/ organization)

Signature of the Authorized signatory and Company/organization
seal (Name of the authorized signatory)
Address:

Certificate duly certified by Chartered Accountant

Letter Head of Chartered Accountant

Turn Over from Hotel and/ or Hospitality Services (In INR)				
2020-21	2021-22	2022-23	2023-24	2024-25

This is to certify that turnover of M/s having its office at from Hotel and/ or Hospitality services 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.

Signature of the Chartered Accountant

Name of the chartered Accountant:

Name of the firm:

Seal:

Membership 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.

- (i) This certificate is produced for the **E-TENDER NO: 2025/IRCTC/ TOURISM/ GOLDEN CHARIOT/ Onboard Services/ OT/ 2025-26**
- (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.

Financial Bid (Packet B)

Bidders are required to quote the following rates without GST for the services and facilities mentioned in the various Schedules of the Scope of Work:

1. Fixed Cost per month
2. Variable Cost per person

Fixed Cost

This is the period when the Service Provider staff would be available on the train whether the train is operating on scheduled trips or under maintenance / IOH/POH activity at Bengaluru or Mysuru or elsewhere. **The Service Provider should be in readiness with the staff, uniforms and other material as the date communicated by IRCTC subsequent to award of contract.**

The Service Provider shall conduct training sessions for the staff on the train in various aspects including but not limited to housekeeping, food and beverage service, food and beverage production, communication, safety and security. During this period, the train may be closed on some days or at night with limited staff onboard and Service Provider shall have to make alternative arrangements for staff accommodation, meals etc.

During the period when IRCTC shall plan scheduled itineraries of the train, staff complement as detailed in the Special Conditions of Contract would be required.

Fixed Costs shall broadly cover the following costs during the operation/non-operation period: -

- Salaries, Wages and benefits.
- Store & warehouse and office cost.
- Ground Handling and back-office maintenance
- Provisions of staff uniform, shoes, badges, headgear, jackets, winter uniforms etc as per the existing design and material/make as per the approval of IRCTC.
- Staff Costs including Staff Meals (separate from Restaurant Meals), laundering of uniforms, staff accommodation, local conveyance etc. during the operation and non-operation period.
- Pest control of the train (Rodent, Termite control, cockroaches, fruit flies, house flies, etc.) during the operational period. and non-operation period.
- Security Services during the operation and non-operation period.
- Paramedic Services
- IT Services
- Housekeeping costs of coaches during the operation and non-operation period.
- Cost of maintenance of kitchen equipment, housekeeping equipment's, tools, material etc.
- **Stabling of Train:** The Golden Chariot train may be stabled at a railway station/yard with in the vicinity up to 100 kilometers from Bengaluru Railway Station.

Variable Cost

At present, the itineraries have the following meal component:

Itinerary	Breakfast	Lunch	Dinner	Packed Snack
Pride of Karnataka	5	5	3	1
Jewels of South	5	3	5	1
Glimpses of Karnataka	3	3	3	1
Others (in all itineraries)	Snacks, tea, coffees, soft beverages, flower arrangements, newspapers, magazines, toiletries, stationery, room and bathroom supplies, onboard entertainment and other components as defined under Variable Cost			

Variable Costs shall cover:

- 1 Food and Beverage material costs, including imported items, if any.
- 2 Cleaning materials and cleaning equipment costs.
- 3 Newspapers and magazines.
- 4 Flower Arrangements.
- 5 Laundry Costs (Bed and Bath Linen, restaurant and kitchen linen)
- 6 Cleaning/vacuuming of curtains, carpets, rugs, sofa and chair upholstery.
- 7 Housekeeping of all coaches.
- 8 Procuring the top up for room and Restaurant linen as per policy.
- 9 Procuring the top up for Glassware, Cutlery, Crockery, (Dishwasher safe), all other tableware as per policy.
- 10 Polishing, Buffing etc. of Restaurant wares such as cutlery, Indian thali, Water bottle holders, butter dish, bread basket etc. during and prior to the season.
- 11 Toiletries with GC branding of Biotique Brand or any similar brand to be approved by IRCTC
- 12 Cabin supplies and amenities with GC logo
- 13 **Indian Night Dress:** Indian Evening is celebrated on all itineraries where Lady Guests are provided with Sarees, Lycra blouse, petticoat and Gentlemen with Pyjama kurta and stole as per the existing sample or similar quality to be approved by IRCTC. Sample of complete set of both the dresses should be got approved from IRCTC.
- 14 Garbage Disposal
- 15 Minor Maintenance (Electrical, Plumbing, Carpentry and polishing etc.)
- 16 Any other miscellaneous cost to ensure the smooth operation of the train and guests satisfaction.
- 17 F&B Cost and other associated cost of on-board stay i.e. Laundry etc. of IRCTC staff onboard (with Restaurant Menu) and IRCTC nominated Inspecting Officials as mentioned in the Special Conditions of Contract.

Spa Rates

Rates for various spa therapies shall be obtained from the successful bidder subsequent to award of contract. IRCTC reserves the right to verify the rates quoted by the Service Provider from the Open Market for similar quality of services.

Billing/Invoicing by the Service Provider

- For Variable Cost, the Service Provider shall raise Invoice at the end of each trip, indicating the GST separately.
- For Fixed Cost, the Service Provider shall raise Invoice on monthly basis as per the period – Operating or Non-Operating.

Evaluation of Lowest (L1) bidders

The lowest bidder shall be decided as per the formula defined in the Special Conditions of Contract.

Minimum Guarantee Payment

No Minimum Guarantee Payment shall be made by IRCTC except the Fixed Cost per month based on the time period as defined in the Special Conditions of Contract.

Rates to be quoted

The Bidders are required to quote the **following rates exclusive of GST** in the online Financial Bid Format:

Cost Component	Amount (Rs.) without GST
Fixed Cost per month (Rs.)	To be filled online
Variable Cost per person (Rs.)	
Per Breakfast	To be filled online
Per Lunch	To be filled online
Per Dinner	To be filled online
Per Packed Hamper	To be filled online
“Others” per trip of 7 days (snacks, teas, coffees, soft beverages, flower arrangements, newspapers, magazines, toiletries, stationery, room and bathroom supplies, onboard entertainment and other components as defined under Variable Cost)	To be filled online

Signature of Bidder/Authorized Signatory
(To be uploaded digitally)

Bid Securing Declaration

I/We hereby understand and accept that if I/we withdraw or modify my /our bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the performance security/Security Deposit, fail to submit the performance security/Security Deposit before the deadline defined in the request for bid document/Notice Inviting tender, I/we shall be ready to face action as per terms and conditions of the tender document.

Signature

Name and Designation of the official with seal/stamp

INTEGRITY PACT

This 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 BNS, 2023/PC Act, 1988 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)

(To be executed on Non-Judicial Stamp Paper of Rs. 100 value)
To be signed by Successful bidder only after award of Contract

CONFIDENTIALITY - CUM - NON-DISCLOSURE AGREEMENT (NDA)

THIS NON-DISCLOSURE AGREEMENT is made on this day (date) of(Year)

By and between

‘Indian Railway Catering and Tourism Corporation Limited’, incorporated under the Companies Act,1956/2013, a Public Sector Undertaking (PSU) under Ministry of Railways, having its Corporate Office at 4th Floor, Tower-D, World Trade Centre, Nauroji Nagar, New Delhi-110029 (hereinafter referred to as “IRCTC” which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators and permitted assigns) of the FIRST PART.

And

.....<Name incorporated/registered> under the.....<Name of the Act>having its registered/corporate office at.....(herein referred to as “Recipient”

which expression shall unless repugnant to the context or meaning thereof, includes its successors, assigns, administrators, liquidators and receivers) of the SECOND PART.

WHEREAS

- A. Recipient’s services have been hired by IRCTC for “.....”
(Authorized purpose) vide Agreement/Purchase/Work Order No..... dated.....

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions:

- a) The term “Confidential Information” shall include, without limitation, all technical and non- technical information and materials, furnished by IRCTC or any of its associated partners on behalf of IRCTC to the Recipient in connection with IRCTC products and services including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all information marked as ‘Confidential’ or ‘Sensitive’ or ‘Proprietary’, customer & prospect lists, personal data of IRCTC employees and its customers, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to IRCTC products and services. Results of any information security audits, tests, analysis, extracts or usages carried out by the Recipient in connection with the IRCTC’s products and/or services, IT infrastructure, etc. shall also be considered Confidential Information.

- b) The term “IRCTC products” shall include all such products, goods, services, deliverables, which are subject to deliver, install and/or be maintained by the Recipient under the Agreement.

2. Protection of Confidential Information. Recipient affirms that it shall:

- a) Use the Confidential Information only to the extent necessary to accomplish ‘*Authorized purpose*’ and in accordance with the terms and conditions contained herein;
- b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the recipient takes to protect the confidentiality of its own proprietary and confidential information and that of its other clients;
- c) Not make or retain copy of any details of products and/or services, prototypes, business or marketing plans, Client lists, Proposals developed by or originating from IRCTC or any of the prospective clients/partners of IRCTC.
- d) Not make or retain copy of any details of results of any information security audits, tests, analysis, extracts or usages carried out by the Recipient in connection with the IRCTC’s products and/or services, IT infrastructure, etc. without the express written consent of IRCTC.
- e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the IRCTC;
- f) Immediately notify IRCTC in writing upon the discovery of any loss or unauthorized disclosure of any confidential information.
- g) Return to the IRCTC, or destroy, at IRCTC’s discretion, any and all Confidential Information disclosed in a printed or electronic form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of IRCTC there for.
- h) Not send IRCTC’s information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of the IRCTC.
- i) Use only the best possible secure methodology to avoid confidentiality breach, while handling confidential data of IRCTC for the purpose of storage, processing, transit or analysis including sharing of information with IRCTC.
- j) Not to engage or appoint any non-resident/foreigner to undertake any activity related to Information Security Audit in respect of IRCTC/ Government/ critical sector organization. Only the man power declared to CERT-In shall be deployed to carry out such audit related activities.
- k) Not discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between the Recipient and IRCTC or the nature of services to be provided by Recipient to IRCTC.
- l) Make sure that all the employees and/or consultants engaged by Recipient to undertake any audit or services as part of ‘*Authorized purpose*’ as specified above on its behalf have signed the mandatory non-disclosure agreement.

3. Permitted disclosure of Confidential information: If the recipient is requested/required to disclose confidential information by law enforcement or similar Government agencies mandated under the law, it is agreed that the receiving party shall provide IRCTC with prompt notice of any such request or obligation so that IRCTC may seek an appropriate

protective order and or wave the recipient compliance with the provision of this agreement.

4. **Title and Proprietary Rights:** Notwithstanding the disclosure of any confidential information by IRCTC to the recipient, the title and all intellectual property and proprietary rights in the confidential information shall remain with IRCTC. The provisions of this agreement are necessary for the protection of the business goodwill of IRCTC and are considered by IRCTC to be reasonable for such purposes. Recipient agree that any breach of this agreement will cause substantial and irreparable damages to IRCTC.
5. **Exceptions.** The Confidentiality obligations as enumerated in Article 2 of this Agreement shall not apply in following cases:
 - a) Which is independently developed by Recipient or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b) After it has become generally available to the public without breach of this agreement by Recipient; or
 - c) Which at the time of disclosure to Recipient was known to such party free of restriction and evidenced by documents in the possession of such party; or
 - d) Which IRCTC agrees in writing is free of such restrictions.
 - e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
6. **Onus.** Recipient shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
7. **Remedies.** Recipient acknowledges that any actual or threatened disclosure or use of the Confidential Information by Recipient would be a breach of this agreement and may cause immediate and irreparable harm to IRCTC or to its clients/partners; Recipient affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by IRCTC / its clients/partners may be impossible to calculate and compensate fully. Therefore, Recipient acknowledges that in the event of such a breach, IRCTC shall be entitled to specific performance by Recipient of its obligations contained in this Agreement. In addition, Recipient shall compensate the IRCTC for the loss or damages caused to the IRCTC actual and liquidated damages which may be demanded by IRCTC. Liquidated damages not to exceed the Contract value. Moreover, IRCTC shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of this agreement by Recipient. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.
8. **Need to Know.** Recipient shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the IRCTC. No information relating to IRCTC shall be hosted or taken outside

the country in any circumstances.

Intellectual Property Rights Protection. No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

9. **Ownership:** the confidential information is the property of IRCTC or its associates or advisors. Nothing in this agreement shall be construed as granting any property rights, by license or otherwise, to any confidential information disclosed pursuant to this agreement or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such confidential information. The recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any confidential information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of confidential information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. The confidential information may pertain to prospective or unannounced products. The recipient agrees not to use any confidential information as a basis upon which to develop or have a third party develop a competing or similar product.
10. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
11. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
12. **Publicity:** the recipient must not make any press or other public statements (which includes announcements and releases) relating to this agreement, the confidential information and the authorized purpose.
13. **Forum:** the recipient shall submit to the exclusive jurisdiction of the courts in Delhi, India to adjudicate any dispute arising out of this agreement.
14. **Communications:** Written communications requesting or transferring proprietary information under this agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

(Recipient)

(Recipient's Address)

15. **Notices:** any notice required by this agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to IRCTC:

Group General Manager/ Tourism
IRCTC, 2nd Floor, Tower-D,
World Trade Centre,
Nauroji Nagar, New Delhi-110029

IF to Recipient:

(Recipient)

(Recipient's Address)

- 16. Headings:** Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent
- 17. Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at New Delhi
- 18. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties on this subject, and supersedes all previous communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
- 19. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 20. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 21. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 22. Waiver.** Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.
- 23. Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.
- 24. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years, Recipient shall not solicit or attempt to solicit IRCTC's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct business similar to IRCTC with any employee and/or consultant of the IRCTC who has knowledge of the Confidential Information, without the prior written consent of IRCTC.
- 25.** This Agreement is governed by and shall be construed in accordance with the laws of India.
- 26. Term.** This Agreement shall come into force on the date of its signing by both the parties and shall be valid up to **02 years (... ..)**.

IN WITNESS WHEREOF, and intending to be legally bound, the duly authorized representatives of parties have executed this Agreement to make it effective from the date and

year first written above.

For and on behalf of IRCTC	For and on behalf of RECIPIENT
Name of the Organization: Indian Railway Catering and Tourism Corporation Limited (IRCTC)	Name of the Organization:
Sign:	Sign:
Name:	Name:
Designation:	Designation:
Witnessed by:	Witnessed by:
Sign:	Sign:
Name:	Name:
Designation:	Designation:

Format of Certificate/Declaration under Rule 144 (xi) in the General Financial Rules (GFRs), 2017.

To,
GGM/Tourism
IRCTC, Corporate Office
NEW DELHI

Dear Sir,

Ref: Your RFP No Bid No. dated

Bidder Name.....

We, M/s are a private/public limited company/LLP/Firm
<~~strike off whichever is not applicable~~> incorporated under the provisions of the
Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act
1932, having our registered office at ----- (referred to as
the "Bidder") are desirous of participating in the Tender Process in response to your captioned
RFP/GeM Bid and, in this connection, we hereby declare, confirm and agree as under: -

- a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.
- b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:
* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.

Or

*We, the Bidder are from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.

(*Delete whichever is not applicable)

- c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub- contract or outsource the contract and / or any part thereof unless such subcontract/

outsourcing is permitted by Bank of India in writing, in which case we shall not sub-contract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

- d) We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFP and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank of India shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. Bank shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.
- e) This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

Definitions: -

"Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any Service Provider, branch or office controlled by such person, participating in a procurement process.

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

"Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a) An entity incorporated, established or registered in such a country; or*
- b) A subsidiary of an entity incorporated, established or registered in such a country; or*
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or*
- d) An entity whose beneficial owner is situated in such a country; or*
- e) An Indian (or other) agent of such an entity; or*
- f) A natural person who is a citizen of such a country; or*
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.*

"Beneficial owner" for the purpose of above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.*

Explanation –

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;*
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;*

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;*
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;*
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;*
- (xviii) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.*

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."

Executed at..... On this the ...day of

Authorized Signatory

M/s -----

Signature and Name Seal of the Bidder

Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached