

INDIAN RAILWAY CATERING AND TOURSIM CORPORATION LIMITED

NOTICE INVITING LIMITED E-TENDER

Limited E-Tender No. – 2025/IRCTC/WCB/06/M2/SEPTEMBER/02

Sub: LIMITED E-TENDER BID DOCUMENT FOR PROVISION OF ONBOARD CATERING SERVICES IN MAIL / EXPRESS / SUPER FAST TRAINS HAVING PANTRY CAR / MINI PANTRIES IN PARTIAL / COMPLETE UNBUNDLING MODEL FOR A PERIOD OF 03 MONTHS FURTHER EXTENDABLE UPTO 03 MONTH AT SOLE DISCRETION OF IRCTC OR FINALIZATION & COMMENCEMENT OF LONG TERM TENDERS WHICHEVER IS EARLIER.

Applicable Tender Document :- Limited Tender Document no.:- Mail

Express 5 Revision 1/6+6 and

Corrigendum-01.

Last date and Time of Submission of bids :- 18.09.2025 upto 12.00 Hrs.

Date and time of Opening of Bids :- 18.09.2025 at 12.15 Hrs.

Tenure :- 03 months

Category of Trains :- M-2

Group General Manager/ Procurement
M/s Indian Railway Catering and Tourism Corporation Ltd.
04th Floor, Tower-D, World Trade Centre
Nauroji Nagar, New Delhi – 110 029
Ph. 011 35464045
E-mail:- mobilecatg.tend@irctc.com





इंडियन रेलवे कैटरिंग एवं टूरिज्म कॉरपोरेशन लिमिटेड (भारत सरकार का उद्यम-नवरत्न)

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD. (A Govt. of India Enterprise-Navratna)

"CIN-I.74899DI.1999GO1101707", E-mail: info@irctc.com, Website: www.irctc.com

Corrigendum-01

Sub:- LIMITED E-TENDER BID DOCUMENT FOR PROVISION OF ONBOARD CATERING SERVICES IN MAIL / EXPRESS / SUPER FAST TRAINS/TSV TRAINS HAVING PANTRY CAR / MINI PANTRIES/WITHOUT PANTRY CAR IN PARTIAL / COMPLETE UNBUNDLING MODEL.

As the approval of Competent Authority, it is to informed that below mentioned instructions may be considered as part of Tender Document:

"The Ready to Eat items such as Co-Branded Dal, Roti, Upma as approved by IRCTC should be taken by the licensee as advised by IRCTC as per the availability. Packed cooked meals prepared by popular F&B brands/kitchens will also be supplied wherever available directly by IRCTC or approved vendor should be taken by the licensee for service on-board."

All other terms and condition of tender document will remain unchanged.

(Jaspal Singh) Manager/Tendering For GGM/P&T



E-TENDER Mail/Express (Post paid category)

CIN No. L74899DL1999GOI101707 Website: www.irctc.com

LIMITED E-TENDER BID DOCUMENT FOR PROVISION OF ONBOARD CATERING SERVICES IN MAIL / EXPRESS / SUPER FAST TRAINS HAVING PANTRY CAR / MINI PANTRIES IN PARTIAL / COMPLETE UNBUNDLING MODEL FOR A PERIOD OF 03 MONTHS FURTHER EXTENDABLE UPTO 03 MONTH AT SOLE DISCRETION OF IRCTC OR FINALIZATION & COMMENCEMENT OF LONG TERM TENDERS WHICHEVER IS EARLIER.



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DISCLAIMER

- a. Indian Railway Catering & Tourism Corporation Ltd., herein after mentioned as "IRCTC" does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document. Therefore, each Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources. The Bidder shall bear all its costs associated with the preparation and submission of its Bid including expenses associated with any clarifications which may be required by IRCTC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IRCTC shall not be liable in any manner.
- b. IRCTC will have No liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the License, the information and any other information supplied by or on behalf of Railway/IRCTC or otherwise arising in any way from the selection process of the License.
- c. The issue of this Document does not imply that IRCTC is bound to select the Bidder or to appoint the Selected Bidder. IRCTC reserves the right to reject any or all of the Bids submitted in response to this Bid Document at any stage without assigning any reason whatsoever. IRCTC also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who have submitted the Bid.
- **d.** IRCTC reserves the right to change/ modify/amend any or all of the provisions of this Bid Document at any stage.
- **e.** Each Bidder's acceptance of delivery of this Tender constitutes its agreement to, and acceptance of the terms set forth in this Disclaimer. By acceptance of this Tender, the recipient agrees that this Tender and any information herein supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.



BID NOTICE AND INSTRUCTIONS TO TENDERERS

- 1. Group General Manager (Procurement) IRCTC, New Delhi invites Limited e-Tender from the eligible Agencies empanelled with IRCTC as on date of opening of the Bid for award of license for "Provision of onboard Catering Services in Trains having pantry car / Mini pantries in partial /complete unbundling model for period mentioned in Notice inviting limited e-tender."
- 2. This Tender Document can only be viewed http://www.tenderwizard.com/IRCTC and will be submitted/ received online at http://www.tenderwizard.com/IRCTC only.
- 3. To participate in the E-Tender, it is mandatory for the bidders to register themselves with Tender Wizard. A detailed procedure for bidding is placed at www.tenderwizard.com/IRCTC.
- 4. Each bid document is valid for only one train. Separate Bid documents including financial bids should be submitted for different trains.
- 5. Digitally signed Financial Bid at Annexure B will be considered as confirmation that the bidder has read, understood and accepted all the conditions and documents enclosed and referred to in this Tender Document.
- 6. The prospective bidder voluntarily agree to the exclusive jurisdiction of courts situated at New Delhi by submitting the bids.
- 7. The prospective bidders need not to upload complete bid document at the time of submission of bid. However the successful bidder will be required to sign on all pages or digitally sign of the tender document and submit along with Letter of Acceptance and Security Deposit. The signed Tender document will form part of the Agreement to be signed by licensee with IRCTC upon commencement of services.
- 8. The E-tender is not transferable.
- 9. The intending tenderers are advised to study the E-tender conditions of this License and make themselves conversant with the contents as these shall govern this License and shall form an integral part thereof.
- 10. Bidder will take all necessary actions to evaluate risk and cost involved in the operation and IRCTC will not be responsible for payment of any compensation on this account.
- 11. Tenderers are also suggested that they should visit and understand the ground conditions and business potential, before submitting their bid(s).
- For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at tenderwizard.com helpdesk no. 011-49424365 or cell no. 08800115628/08076206940.

Applicant may or may not be present physically at the place of tender opening as the whole tendering process is online and the tender status is available at http://www.tenderwizard.com/IRCTC. However applicants may be present to oversee the opening of Financial Bid if so desired.



Annexure-A

Operational Guidelines for IRCTC Units - Mobile & Kitchen Units (revised)

General Guidelines

- All staff should essentially use disposable Face Masks, Gloves & Caps
- All staff must bathe, before commencing work.
- Staff to be vaccinated and asked to wear 'I am vaccinated' batch.
- Staff should mind their hands while at work and unnecessary touch should be avoided.
- Staff should follow cough and sneeze hygiene. They should wash their hands and face
 thoroughly, if they have coughed or sneezed. If the coughing or sneezing persists, the
 staff should isolate themselves and get requisite medical attention.
- Staff should immediately report to the reporting official in case they develop any symptoms for COVID 19 or other kind of infection.
- Respiratory etiquettes to be strictly followed. This involves strict practice of covering
 one's mouth and nose while coughing/ sneezing with a tissue/ handkerchief/ flexed
 elbow and disposing off used tissues properly.
- Installation and use of Aarogya Setu app should be ensured.
- Adequate sets of uniforms to be provided to the staff based on the nature of work.
 Staff working in Pantry Cars should change uniform, every day.
- All staff reporting on duty should undergo thermal screening for checking body temperature. For staff deputed onboard trains, the thermal screening to be monitored by the Onboard Pantry Manager/ Unit In-charge.
- Staff with visible symptoms such as high body temperature (more than 37.5 Degree Celsius or 99 degree Fahrenheit) should not be taken on duty and should be asked to get necessary medical attention and isolate.
- Hand Sanitizer and liquid soap to be made available in the Pantry Car/ Kitchen area for staff and visitors.
- Chewing of Tobacco, Gutka and smoking to be strictly prohibited.
- Spitting to be strictly prohibited.
- Daily/ periodical Schedule of cleaning of the premises and various surfaces including storage racks, refrigerators, deep freezers with the prescribed reagents to be drawn up and followed strictly. A checklist to be maintained in units.

Pantry Car

- Use of Disposable Wooden Cutlery in a sealed envelope (Fork & Spoon for RSD) & (Spoon for Mail/Express).
- 1.5 to 2 ml. Sanitizer sachet (IRCTC approved) to be provided with each meal.
- Option of Disposable Baggase plates, bowl & cutlery for IAC/EC (RSD Trains).
- Disposable menu cards and tray mats to be used.
- Digital/ contact less mode of payment to be encouraged.
- Staff and servers to be provided with adequate Hand Sanitizers to enable them to sanitize their hands at regular intervals.
- For long distance trains, adequate arrangements for laundering of uniforms en-route should be made in a manner that the used uniforms can be handed over during the



- onward journey and laundered sets can be picked up in the return journey. Staff should change into clean/fresh uniform every day.
- Staff to take extra precaution to maintain physical distancing while dealing with colleagues, Railway Staff, Passengers etc.
- Cooking in the Pantry Cars is prohibited and food should be picked from en-route Kitchens/ Static units.
- Pantry Car should be provided with adequate number of masks & gloves for the staff.
- In Pantry Cars, the Storage Area to be cleaned thoroughly before end of each trip, after completion of services.
- Entry in the pantry area should be restricted for passengers.

Kitchen Units

- All Kitchen Units to be progressively provided with bath and change facility to their staff, so that the staff can wear uniforms after taking a bath before commencement of work. Staff should not wear the work uniform outside the work area.
- Since, trains run according to a schedule and food preparation at Base Kitchens is linked to the train departure timings, food preparation to be done in planned manner to ensure proper handling of food and physical distancing in the work area.
- Designated covered bins to be earmarked at the Base Kitchens for disposal of used face masks and gloves.
- Female staff in food preparation area to wear hair nets.
- The receiving and storage area should be properly cleaned and maintained.
- Raw materials to be sourced from trusted suppliers only.
- Vegetables and packets to be sanitized before storing using the prescribed reagents.
- High contact areas such as door knobs/ handles, table tops etc should be cleaned and sanitised at regular intervals.
- Shift timings to be staggered to ensure time for cleaning between two shifts.
- Kitchen Cloths/ Dusters to be changed every day. Separate bin for soiled/ used dusters/ kitchen clothes to be maintained.
- There should be a separate washing area for the crates being used for transfer of food.
 The crates should be washed after each use with prescribed chemicals.
- The vehicles to be used for food transfer from Base Kitchen to the train station should be thoroughly washed, disinfected and sanitized on daily basis.
- All Base Kitchens to progressively install sensor based or foot pedal operated taps/ faucets.
- All Base Kitchens to restrict the entry of unauthorized personnel in the kitchens.
 Separate visitor area may be planned and should be disinfected at regular intervals.
- Use of aluminium utensils for cooking/ heating/ boiling/ storage is prohibited.

Training and information

- Licensees should inform and train all staff on the measures that could protect their health and that of others, including the recommendation to stay home and seek medical attention, if they have symptoms of COVID-19.
- Licensee to ensure that the staff is spared for the training sessions conducted by IRCTC, on being informed





Annexure 'B'

FINANCIAL BID (to be filled online only)

Group General Manager/ Procurement M/s Indian Railway Catering and Tourism Corporation Ltd. 04th Floor, Tower-D, World Trade Centre Nauroji Nagar, New Delhi – 110 029 Ph. 011 35464045

Dear Sir,

Subject: On-line submission of bids for operation and Management of onboard catering services in trains no. in partial / complete unbundling for a period of 03 months further extendable upto 03 month at sole discretion of IRCTC or finalization & commencement of long term tenders whichever is earlier.

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



f.

- h. I / We do hereby confirm that I / We have the necessary authority and approval to submit this bid for award of license for operation and provision of catering services in Mail / Express / Superfast trains having pantry car / mini pantries. I / We understand that the status of empanelment of a firm as on date of opening of bid shall only be taken in to consideration for qualifying the bid.
- i. A notice or letter of communication addressed to me / us at the address given in the Bid, even by ordinary post/e-mail will be deemed to be valid as proper notice of intimation to me/us.
- j. I/We understand that IRCTC reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.
- k. Minimum amount of License Fee payable period of three (03) months.:

My/Our quotation is as under: -

SN	Train No	Train Name	Minimum License fee	Quoted Lic Exclusive	
			Exclusive of GST	In Figures (Rs)	Rs. In Words
1	15125-26	BSBS-PNBE	4,65,375/-		

Note:

- License Fee Payment Schedule:- The above quoted License fee is to be deposited by the successful bidder within five (05) working days of issue of LOA or 05 working days before date of commencement of operation whichever is later. Letter of acceptance is to be submitted within five (05) working days of issuance of LOA.
- Bids with offer of license fee which is less than the minimum license fee shall be summarily rejected.
- Goods & Service tax{GST} is payable extra as per applicable rates.



A. GENERAL INFORMATION

1. References:

- 1.1 Operational Guidelines for IRCTC Units (Mobile & Kitchen Units) are placed at Annexure-A.
- 1.2 Financial Bid format is placed at Annexure 'B' (To be filled online only)
- 1.3 Details of train No. with composition, frequency and route are placed at Annexure C.
- 1.4 The details of locations of kitchen units for supply of meals in unbundling model are placed as Annexure 'D'.
- 1.5 The Menu and Tariff for Standard items is placed at Annexure 'E'.
- 1.6 The existing approved list of a la carte items and snack Meals is placed at Annexure F
- 1.7 Specifications of uniforms to be used by pantry car staff is placed at Annexure G.
- 1.8 Specifications of compartmentalized bio degradable tray Annexure H
- 1.9 Established complaints and penalties to be imposed Annexure I.
- 1.10 CC 60 of 2010 is placed at Annexure J
- 1.11 Details of sponsored material with supply rates is placed at Annexure K
- 1.12 Agreement towards Waiver under Section 12(5) and Section 31-A (5) of Arbitration and Conciliation (Amendment) Act at Annexure L
- 1.13 Format for integrity pact enclosed as Annexure –M, should also be submitted duly filled and signed, if applicable.
- 1.14 Instruction may be followed towards Flameless cooking in pantry car in accordance with the instructions issued by Railway Board vide letter no. 2017/TG-III/645/02/Pt-1 dt 23.08.2022 at Annexure- N

2. SCOPE OF WORK

2.1: Prov	vision of Catering Services	
2.1.1	Service of standard meals (Breakfast, Lunch & Dinner) in unbundling model.	The Licensee shall provide all catering services on Train by picking up standard meals for Breakfast, Lunch& Dinner from IRCTC nominated kitchens at the stations in unbundling model. The details of nominated units for pick up of standard meals and applicable transfer rates are placed at Annexure D. The standard meals as per the prescribed Menu will be supplied from the kitchens along with accompaniments and disposables viz., printed menu tray mats, napkins, salt /peppers sachets etc. at the prescribed transfer rates.
2.1.2	Sale of Janata khana & al-a-carte items.	The licensee shall sell Janata khana, RTE Food and a-la carte items by making own arrangement for pick up. The details of Menu and tariff for standard breakfast, Lunch/ Dinner, Janata khana are placed at Annexure E The existing approved ala carte and snack items list with Menu & tariff is placed at Annexure-F . During the tenure new items may be added based on the passenger feedback to the list of a la carte items and Menu and tariff for the same shall be advised to the licensee and the same shall be implemented by the licensee.
2.1.3(a)	Sale of Proprietary items of approved brands.	The licensee is allowed to sell approved brands of proprietary items viz., soft drinks, biscuits, Namkeens, chocolates etc. including Ready To Eat Meals (RTE),. The sale of all such PAD items shall be strictly as per MRP. During the tenure of license new brands may be added to the approved list and the licensee shall be allowed to sell the same. Some of the items in the



		approved list may be bannother reason and licensee the date of communication approved brands is update and the licensees shall followebsite.	shall stop so n of such de ed in IRCTC	elling such pr elisting or bar es website w	coducts from The list of ww.irctc.com
2.1.3 (b)	Service/Sale of IRCTC Cobranded products.	Preference to be given			
2.1.4(a)	Sale of packaged drinking water ('Rail Neer')	service/ sale, as applicable It is mandatory for the Drinking Water – 1000 ml from time to time. The li cooling, and distributing approved MRP of 'Rail Ne other brand of PDW to be permitted by IRCTC. The through IRCTC Rail Neer Details of Rail Neer supply	licensee to) chilled @ r icensee will be Rail Neer' t eer' (1000 ml be sold by the demand of App.	sell Rail Necrates prescribe pe responsible to the passens is Rs.15/- pe ne licensee ur Rail Neer car	er (Packaged ed by IRCTC e for storing, gers. Present er bottle. No ntil or unless n be ordered
		as under: - Station	Contact de	etails of the	concerned
			control off		
		NDLS, NZM, DLI, ANVT, DEE, LKO, BSB, ALD, CNB, GKP, LJN	North Zone Control	controlnor thzone@ir ctc.com	011- 23322147
		PNBE, MFP, DBG, GAYA, MGS, DHN, RJPB, SPJ, BJU	East Zone Control	controleas tzone@irc tc.com	033- 26381743
		CSTM, DR, LTT, PA, PNWL, DD, NGP, BCT, BDTS, ST, BRC, JBP	West Zone Control	controlwe stzone@ir ctc.com	022- 22632484
		MAS, MS, MDU, TPJ, SA, CBE,ED, TVC, ERS, SBC, YPR	South Zone Control	controlsou thzone@ir ctc.com	044- 28365031
		BZA, TPTY, RU, BSP, R	South Central Zone Control	controlsou thcentralz one@irctc .com	040- 27800648
		Respective IRCTC zones/Rail Neer Plants may			add/revised
2.1.4(b)	Rates for supply of Rail Neer	supply points as per viabili Rail Neer to the Licer authorized agent as per app	isee will be		by IRCTC/
		The above rates are subjrevised by IRCTC.	ect to chan	ge from time	e to time as



	1			
2.1.4(c)	Supply of Rail Neer		vailability/ inadequate supply	of Rail Neer by
		IRCTC: -		. 1
	!		permitted to sell packaged de	
	!		from time to time for which h	
			or Zonal Control offices, as t	,
		before the depart	ture of the train. E-Mail IDs of	IRCTC Control
	!	offices are : -		
	!	Central Zone	centralcontrol@irctc.com	011-23345300
	1	Control		
	!	North Zone	controlnorthzone@irctc.co	011-23322147
		Control	m	
		East Zone	controleastzone@irctc.com	033-26381743
	1	Control		
	1	West Zone	controlwestzone@irctc.com	022-22632484
	!	Control		
	!	South Zone	controlsouthzone@irctc.co	044-28365031
	1	Control	m	
	1	South Central		040-27800648
		Zone Control	ctc.com	<u> </u>
2.1.5	Procedure for supply of		ain timings kitchens in en-rou	
	Breakfast, Lunch and Dinner		nominated for supply of Lunc	
	in unbundling model from nominated kitchens.	_	el. Pantry car licensee shall exe	_
			licensees for supply meals a	
			Pantry car licensee shall place	
	!		f meals to be supplied with veg	
	!	_	Fer of money. As a security to dled meals pantry car license	_
	1		deposit equivalent to the va	_
	1		cked up for each kitchen	_
	!		fore commencement of servi	
2.1.6	Supply of Std. Lunch/Dinner		& Dinner as per the dema	
	in prescribed Qtys at		0/50/75/100/150respectively	,
	prescribed rates from		for each service as the case r	
	nominated kitchens in	•	ninated kitchens en-route in	=
	unbundling model.		all be sold by the onboard se	•
			•	•
		prescribed tariff rate duly issuing GST invoice. Total no of supplied meals shall be sold by the licensee and any wastage shall		
			•	•
		I = ==================================	onboard licensee. IRCTC shall	=
			ge of such std meals supplied	irom nominated
		kitchens.		
			chen units nominated for man	, ,
			Dinner are placed at Annexur	
2.1.7	Non availability of IRCTC		vailability of catering units in t	
	nominated kitchens in the	route of the tr	rain the Onboard licensee	shall make own
	route of the train	arrangement for	pick up and sale of Std Br	reakfast, Lunch&
		Dinner in preso	cribed quantities. However s	uch arrangement
		requires prior apr	proval of IRCTC after inspectin	ng the kitchen.
•	· ·	, 1 I II	. 1	\cup



		T 1.6	, ,,
2.1.8	Services in exigencies.	In case meal from IRCTC approved static un picked up due to reasons of inordinate delay is short termination, and diversion, non-supply supply etc., the licensee shall manage the se provision of standard meals to the passengers. At such instances, the licensee shall inform the control offices regarding the non-pickup of mea Zone as the case may be as under:- Central Zone centralcontrol@irctc.com	in train running, or inadequate ervices including the IRCTC zonal
		Control North Zone controlnorthzone@irctc.com Control	011-23322147
		East Zone controleastzone@irctc.com Control	033-26381743
		West Zone controlwestzone@irctc.com Control	022-22632484
		South Zone controlsouthzone@irctc.com Control	044-28365031
		South Central controlsouthcentralzone@irctc.c Zone Control om	040-27800648
2.1.9	Service in late running of trains	If the train does not reach the nominated station 20.00 hrs for Lunch /Dinner respectively onboa make own arrangement for service of meals to with prior intimation to kitchen licensee and offices.	ard licensee shall the passengers
2.1.10	Additional license fee for the meals supplied by onboard licensee in late running / exigencies	For the meals supplied through own arranger exigencies and late running onboard licensee shalicense fee @ 5% on the value of such lur applicable transfer rates failing which the same value of special security deposit	all pay additional nch/ dinner on
2.1.11	Payment of charges for meals picked up from IRCTC Static Units	Licensee shall be required to make payments in the meals picked up from IRCTC approved St the fixed transfer rates. In case of revision of t meals during the tenure of license transfer rate st the same ratio prevailing at the beginning of the l To ensure smooth process of food pick up stations and payments, the licensee shall execu with the nominated Base kitchen licensees and st the same to IRCTC before commencement of se	atic units as per ariff of standard hall be revised at license from en-route te an agreement submit a copy of
2.1.12	Failure to make payment of charges to the kitchen licensee	In case of failure of the licensee to place advant meals / payment in advance / non pick to equivalent to 0/50/75/100/150 meals (As the each service of Lunch and Dinner shall be payablicensee. In case of failure to make payment IR such payment from the Spl Security deposit a binding on pantry car licensee to recoup the sar days. Failure of the same shall be treated as 'de conditions and action will be initiated as per the terms.	ap etc., charges case may be) for the kitchen CTC shall make and it shall be me within next 3



2.1.13	Cooking in pantry car	Instruction may be followed towards Flameless cooking in pantry car in accordance with the instructions issued by Railway Board vide letter no. 2017/TG-III/645/02/Pt-1 dt 23.08.2022. Annexure-N
2.1.14	Ban on vending /sales by onboard licensee staff in Railway stations/platforms	The vendors of the Licensee are only permitted to do catering services on board in the trains between 06.00 to 22.00 hrs. The Licensee shall ensure that the staff/vendors deputed by him are not indulging in any kind of vending/hawking/canvassing on platforms of the stations.
2.1.15	Railway/IRCTC's right to operate static units	IRCTC /Railway reserves the right to operate departmentally/through licensee static catering units selling food items, ala-carte items, PAD items etc, Ready To Eat Meals (RTE) at stations and also allow certain number of Vendors for each stall to do platform vending on various platforms at the stations, wherein passengers are at liberty to purchase from any of these catering unit/platform vendors. However such platform vendors do not enter in to the coaches.
2.1.16	E-catering services in trains	IRCTC may allow various brands / vendors in various stations for provision of food through e-catering; Passengers of the trains for which license is awarded shall have the option to book their food through e-catering and e-catering vendors are authorized to supply pre-ordered meals in the trains.
2.1.17	Changes in Menu, Tariff:	The existing / applicable menu and tariff in Superfast / Express trains are enclosed at Annexures E&F. Railway/IRCTC reserves the right to modify/alter the catering tariff and menu and such changes in catering charges and menu shall be informed to the Licensee. In the event of change in the menu and tariff thereof, the Licensee shall maintain the same quality and hygiene standards for supply and service of food/meals to passengers as it were prior to such change and the transfer rates shall change proportionately.
2.1.18	Ensuring availability of Affordable food to passengers.	The Licensee should ensure that adequate quantities of Janata Khana approved brands of Ready to Eat packets (RTE) and other affordable food item are made available for salein the train.
2.1.19	Carrying of food articles in train	 (a) The Licensee shall ensure that the catering staff shall not keep any food article on the floor of the Train coach. (b) The Licensee shall ensure that the catering staff shall not carry any food item in their pockets/card boxes/mineral water cartons, etc. and only food grade container should be used for these purposes. (c) Further stocking of food items including PAD items viz., PDW, Soft drinks etc., in places other than the provision given in the pantry car is strictly prohibited. (d) Stocking of food packets and PAD items viz., packaged drinking water, soft drinks, biscuits etc., in train toilets shall



2.1.20	Use of potable water for preparations	attract termination of license. (e) In order to avoid carrying of excess stocks in the trains the licensee shall have proper tie-up arrangements with suppliers at en-route stations for recoupment of the stocks of PAD items, RTE meals. (f) Containers/ crates carrying food/ beverages items should not be dragged on the Train Floor. Only branded potable water shall be used for preparations of food. Use of overhead tank water for cooking purpose is strictly
		prohibited.
2.1.21	Revision of tariff	In case of any revision in catering tariff, the Licensee shall be allowed to sell at the revised rates to the passengers. In this event, the license fee payable to IRCTC shall be revised based on the re-assessment of sale, from the date of revision of catering tariff.
2.1.22	Implementation of Soft ware for operations and financial management	During the tenure of license IRCTC may develop soft ware for operations, supervision, payments etc., and it is mandatory for the licensee to adopt the system.
2.2	License Fee	
2.2.1	Payment of LF	In consideration of the award of the License, the Licensee shall be liable to pay License Fee to IRCTC which shall normally be more than minimum license fee and highest among the offers received by IRCTC. The License fee shall be payable as mentioned in Annexure B (Financial Bid)
2.2.2	Schedule of Payment of LF	Quoted LF plus applicable GST shall be paid by the licensee as mentioned in Annexure B (Financial Bid)There is no provision for delayed payment and failure to pay as per the schedule shall be treated as 'default' and action shall be taken in accordance with the tender conditions.
2.2.3	Change in LF due to change in composition of the train and/or increase / decrease in frequency of the train.	The Railway/IRCTC reserves the right to make any changes in the train schedules. In case of any changes that may take place in the train schedules including increase/decrease in frequency of the train or train composition the license fee payable to the IRCTC shall be varied on pro-rata basis from the date of such change IRCTC's decision in this regard shall be final and binding. Licensee should immediately inform in writing or through mail concerned Zone in this regard for further processing.
2.2.4	Management of OBCS in trains to be introduced with integrated / lie over rake	On introduction of new train with the lie over rake of the existing train the licensee shall manage the OBCS by the new train on payment of additional proportionate license fee which shall be in the same ratio of QLF:MLF of the tendered trains



2.2.5	Detachment of pantry car from existing pantry car trains	Railway/IRCTC may decide to detach pantry car from the train and from the date of such detachment this license shall be terminated and the Security deposit and balance portion of the prepaid license fee shall be refunded subject to clearance of all outstanding by the licensee.
2.2.6	Payment of taxes, statutory dues, etc.	The Licensee is responsible for collection of stipulated tariff for the items sold to the passengers duly presenting GST invoice generated through PoS machines with pre-loaded soft ware. The Licensee is also responsible to pay all taxes, statutory dues to the authorities concerned. IRCTC shall not accept any responsibility in this regard.
2.2.7	Recovery of outstanding dues	Notwithstanding anything contained in this bid document, the IRCTC shall be at liberty to recover any payments /outstanding dues including penalties against the Licensee from the Security Deposit provided by the Licensee after which IRCTC shall communicate to the Licensee of the deduction from the Security Deposit.
2.3	Up-Gradation of Services.	
2.3.1	Staff Uniform	The licensee shall provide distinctive uniform comprising of trouser, Shirt, Cap, Shoes, white hand gloves, masks and aprons to the service staff. For winter suitable pullover/coat is to be provided. The colour of shirt, trouser, apron, pullover/ coat shall be as per the specifications placed at Annexure G. Service staff must serve in full uniform from the date of commencement of services. One set of uniform except shoes and cap is not to be used for more than 24 hrs. (i) To ensure change of apron two different colours of aprons are to be used. Licensee shall provide two aprons of different colours per day to the service staff. One apron shall be put on for Morning Tea, Breakfast and Lunch and apron of different colour shall be worn for evening tea and Dinner. However color of apron for all service staff at a time shall be same. (ii) Each service staff must have Name plate ID card must always be available with the service staff. Each service staff must have embroidered on the T-shirt "No Tips Please".
2.3.2	Use of disposable wooden cutlery.	Licensee shall provide disposable wooden spoon/ fork packed in a sealed envelope, along with each meal. Model specifications are placed at Annexure H



2.3.3	Point of Sale (PoS) Hand held device for Billing	Six (06) Hand held electronic billing machines (PoS machines) for each rake shall be made available in the train for generation of e-bills and receipt of payment for each sale. Licensee must have the provision to accept digital payments through debit card, credit card and payment apps In addition to PoS machines each staff should have a bar-code of BHIM app for digital payment by passengers through BHIM or any other payment app. Licensee will be required to maintain proper record of sales to ascertain the Gross Sales Turnover (Including Tax) and make it available for inspection by IRCTC.
2.3.4	Use of Coloured Service trays & Containers	Green &Red colored service trays shall be used for service of Veg and Non-Veg meals respectively. Similarly Green and Red coloured containers shall be used for carrying for sale or storing of veg and N-veg food packets respectively.
2.3.5	Packaging conditions	Crockery, cutlery, napery and other service wares used on the train are required to be of good quality (preferably biodegradable, food grade disposable) and to be specifically approved by the IRCTC. Individual aluminum casseroles of 50-60 micron thickness of specified capacity to be used. Above item need to be hygienically cleaned. IRCTC reserves the right to prescribe packaging material/conditions from time to time. IRCTC logo should be prominently displayed. Compartmental casseroles/ thali should not be used. Use of disposable plastic trays and crockery cutlery is not permitted.
2.3.5	Passenger Complaints	In cases of established passenger complaints, the penalty shall be imposed as per Annexure I
2.3.6	Supply of sponsored material by IRCTC	On getting sponsorship for various items, IRCTC may supply sponsored disposable and other service material to be used for providing onboard catering services in the train. These items are paper cups, tray mats, menu cards, thermos flasks, paper napkins etc. Convenience charges on account of supply of sponsored items shall be paid by the licensee, as per charges mentioned in Annexure K . The above sponsored material will be supplied at IRCTC Base kitchen, New Delhi.
3	Tenure of License.	
3.1	Period of License & Agreement	The tenure of this License shall be as mentioned in Annexure B from the date of commencement of services. Further, extension for 03 months shall be granted at sole discretion of IRCTC, licensee shall manage the services as per the existing terms & conditions, payment of pro-rata quoted license fee and clearance of all dues. The maximum 01 extension of 03 months or for lesser period may be granted by IRCTC at its sole discretion. The total tenure of temporary license shall not increase by more than 06 months. Licensee shall have no right whatsoever for extension of contract after completion of first term 03 months of license period.



3.2	Commencement of the License	After selecting the successful Bidder, the IRCTC shall issue a Letter of Award (LOA) to the Selected Bidder. On receipt of the LOA, the successful bidder shall submit letter of acceptance in the prescribed format along with Security deposit & advance license fee as mentioned in Annexure B (Financial Bid). Special Security deposits equivalent to the value of meals to be picked up for 30 days for each kitchen in unbundling model have to be submitted before commencement of services. Services should be commenced within 7 days from the date of payment of SD & license fee or as advised by IRCTC. The licensee shall submit copies of agreements signed with en-route kitchen licensees before commencement of services. Failure of the successful Bidder to adhere to the above timelines shall be regarded as a breach of terms and conditions contained in this Bid Document and render him liable for termination of license, forfeiture of Earnest Money Deposit, and debarment from participating in the future projects of IRCTC for a period of upto one year.
3.3	Exit from the license by Licensee	Licensee post commencement of service can exit from the license by giving 2 months prior notice without assigning any reasons.
3.4	Exit by Licensee-Financial Consequences	If the licensee exits as per clause 3.3 above, Security deposit will be forfeited by IRCTC. Proportionate license fee for the balance period of license shall be refunded after adjusting outstanding if any. The Special security deposits paid by the licensee towards security for the meals supplied in unbundling model shall be refunded on submission of No Due Certificate from the kitchen licensee.
3.5	Exit by IRCTC	IRCTC may exit from the license at any time after commencement of services by giving 15 days notice in which case the SD, balance proportionate license fee will be refunded after adjusting outstanding if any. However the Special security deposits paid towards security for the meals supplied in unbundling model shall only be refunded on production of No Due Certificate from respective kitchen licensee
3.6	Termination of license for poor performance	Notwithstanding anything contained above the IRCTC may terminate the license and debar the license for the period upto one year for poor performance, breach of terms and conditions of the license, nonpayment of license fee as per schedule and nonpayment of charges of meals supplied in unbundling model by giving 07 days notice.



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3.7	Exit by licensee without notice	Exit by licensee without notice shall be treated as breach of terms and conditions and License will be terminated with forfeiture of all deposits, SD/SEMD, License fee etc. besides debarment for a period upto one year.
4	Travel of licensee staff by trains	
4.1	Travel authority	To enable the Licensee to perform Onboard Catering services on Train Railway/IRCTC shall authorize subject to maximum number of vendors as provided in CC 60 of 2010 to travel in prescribed uniform on the train from end to end by giving them travel authority. The PCM of the Licensee shall carry such travel authority along with their photo identity cards issued to them by the Licensee and medical fitness certificates obtained from Railway doctor. Copy of CC 60 of 2010 is placed at Annexure J
4.2	Bona-fide travel by the Licensee's staff	The Licensee shall not permit anyone except the bona-fide staff of the Licensee to travel in the Pantry car / Train and ensure that the staff shall not carry in the Train any article of any description other than those required for the fulfillment of the obligations contained herein.
		The staff of the licensee shall carry valid travel authority, Identity card issued by the licensee and medical fitness certificate to be issued by the Railway on the request of the Licensee. The Licensee staff shall ensure to carry photo identification card issued by the Licensee.
4.3	Misuse/ Loss of travelling authority	In the event of loss of travelling authority the Licensee shall immediately report such loss to the nearest Station Master and to the IRCTC/Railway administration.
		It is clarified that the cost, penalties, etc. as may be prescribed by the Railway/IRCTC from time to time for misuse/loss/non - possession of traveling authority by the Licensee and/or its staff shall be borne by the Licensee. The licensee/ its agent shall not temper/alter/ misuse the travelling Authority else it shall be liable for penal action as per terms and conditions of license.
		On completion of contract the Licensee should handover the original travelling authority to Authorized Railway/ IRCTC officials with proper receiving
5.	Security Deposit	
5.1	Payment of Security Deposit	As per Clause 2.1 of Financial Terms and conditions Section – One.



5.2	Failure to pay License Fee/Security Deposit/Other Charges	In the event of failure of payment of license fee or any other charges payable to the IRCTC/Railway, IRCTC will be at liberty to forfeit Earnest Money/Security Deposit and terminate the contract forthwith without prejudice to any rights of IRCTC and to cancel the allotment and also debar licensee from participating in tender of IRCTC upto one year.
5.3	Special Security Deposit as security for the value of meals supplied in unbundling model	A special security deposit equivalent to the value of meals to be supplied for 30 days for each kitchen nominated for supply of Breakfast/Lunch /Dinner to the train in unbundling model shall be paid by the licensee to respective IRCTC zone before commencement of services through DD/RTGS/NEFT This deposit shall be refunded on Exit / completion of the tenure on raising claim on respective IRCTC zone along with No Due certificate from the kitchen licensee.
6	Display / Sale of approved ite	ems.
6.1	Display of menu and tariff, etc.	The Licensee shall exhibit menu, tariff and list of food items and ensure that printed disposable menu cards shall always be available with vendors and presented to the passengers on demand. In the menu card the details of menu and tariff of all items permitted for sale by Railway / IRCTC shall invariably be mentioned along with the name and contact phone numbers of the Licensee. Proper e-bill with details of tariff, tax breakup shall be ensured. The contact phone numbers viz., IRCTC toll free No 1800111139 Mobile for SMS complaints 9971111139 and e-mail id feedback@irctc.comshall be displayed prominently on the menu card clearly indicating to the passengers to convey their suggestions/complaints on catering services by voice calls/SMS.
6.2	Display of tariff in food packets, Tea/ Coffee urns	The licensee shall ensure display of MRP, Veg/Non-Veg stickers, date& time of packing, etc., on each and every food packet. The quantity of Tea/ coffee to be prominently displayed on Tea/ coffee urns and disposable paper cups etc.,
6.3	Sale of items with the IRCTC approval	The Licensee shall not sell the items other than those approved by the Railway/ IRCTC. Sale of unapproved items if detected, the IRCTC or its authorized representative/official may seize such items and dispose off as per policy in addition to any penalty to be imposed for such contravention.
6.4	Ban on sale of certain products	The Licensee shall not sell/distribute tobacco products, wine, beer or any other alcoholic drink or carry any item prohibited by law on the Train. Further, the Licensee shall not use beef/pork in any form in any food items that shall be served to the



Limited Tender Document no.:- Mail Express 5 Revision 1/6+6.

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9	Garbage Disposal		
9.1	Provision of Garbage bins in the vestibules of the coaches	2 large sized (Green for Biodegradable & Blue for Non-Biodegradable) of Garbage bins duly provided with dark polythene covers should be placed in Pantry Car.	
9.2	Disposal at nominated stations	The polythene covers filled with Garbage should be handed over to the concerned staff / agency at nominated stations.	
9.3	Cleaning of Pantry/ Mini Pantries	Licensee shall ensure proper cleaning of pantry car/mini pantries during journey time of the train. Licensee should also ensure that pantry and mini pantries are left cleaned after completion of service/journey.	
10.	Record keeping, Information	sharing and Compliance of Instructions.	
10.1	Maintenance of proper records	The Licensee shall maintain proper and full records viz., accounts, vouchers, bills, tax, etc. pertaining to Onboard Catering services and make it available for inspection by the Railway/IRCTC to ascertain the Gross Sales Turnover.	
10.2	Attendance Register	The Licensee shall maintain the attendance register of all the catering staff. The attendance register shall clearly mention the designation of the staff like manager, waiter, vendors etc.,	
10.3	Compliance of Instructions	The Licensee shall comply with any other instructions issued by the Railway/IRCTC from time to time as may be necessary to ensure better services	
10.4	Sharing of information with IRCTC	The Licensee shall furnish all information, record, etc. within fifteen (15) days as may be required by the IRCTC from time to time, failing which the IRCTC reserves the right to impose suitable penalties on the Licensee including termination of the Agreement.	
11	Monitoring & Inspections by	IRCTC/Railway Officers & Inspectors	
11.1	Monitoring of services by IRCTC Supervisors	The Onboard services, production units and material shall be continuously monitored by IRCTC supervisors and the licensee's staff should comply with any suggestion/corrective action with respect to services	
11.2	Monitoring by IRCTC / Control office	On receipt of telephonic/SMS complaints/ twitter complaints etc from the travelling public IRCTC control office will communicate the same to licensee and licensee should take immediate corrective action.	
11.3	Inspections by IRCTC/ Railway officers	The Railway/IRCTC reserves right to inspect the production and service to verify the compliance of tender conditions	
11.4	Inspection of Static Catering Units etc. by Food/Health Inspectors		



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11.5	Test/Inspection of food samples, etc. by IRCTC	The Railway/IRCTC reserves the right to get the food samples/raw materials collected and tested at approved laboratories at the cost of the Licensee. The Railway/IRCTC shall have the right to inspect/check the services provided by the Licensee for reviewing its standards, quality and variety of food items of the Licensee including its base/cell kitchens, etc. at any time and may authorize any person or agency for this purpose to assess the performance of the Licensee. In case of unsatisfactory performance or complaint of any nature, the IRCTC will be entitled to initiate the suitable action against the Licensee including termination of this Agreement as per the terms and conditions of this Agreement.
11.6	Penalty for deficiencies noticed in Inspections	For deficiency in performance noticed during inspections by Railway / IRCTC officers IRCTC at their sole discretion shall impose suitable penalty based on the gravity of such deficiency as per Annexure I. The penalty may include termination of agreement for deficiencies and poor performance.
12	Right of User only	The Licensee will only provide the catering services on the train and will have the right of user only on license basis. The staff/vendors engaged by the Licensee in discharge of the obligations under this License including rendering services on trains are not entitled for any employment by or within IRCTC. Licensee will issue identity card to all its staff, duly attested by nominated Zonal IRCTC officials. Identity card issued by licensee without attestation of IRCTC officials will not be considered valid. Identity card should not be used by the licensee staff for purpose other than catering services, in designated unit.
13	Provision of suggestion/complaint book	The Licensee shall carry a suggestion/complaint book in which passengers can register their suggestions/complaints without any difficulty. This suggestion book shall be serially numbered and pre-authenticated by IRCTC.
14	Licensee's Staff	
14.1	Presence of Licensee/authorized Manager.	The Licensee or a duly authorized and competent Manager appointed and paid by the Licensee shall remain available at both originating and terminating stations of the Train or at the location mutually decided between the parties for ease of administration of performance of license to the satisfaction of IRCTC. The name(s) and contact details of the Manager will be advised by the Licensee along with letter of acceptance and any changes shall be intimated and updated to IRCTC on monthly basis.
14.2	Details of Staff Engaged	Licensee shall be required to submit the details of the staff engaged by him for the provision of services on monthly basis to IRCTC. The details of employee shall include Name, Adhaar No., Saving Bank A/C no., EPFO No., Group Insurance no., Mobile no. In addition to above, licensee will also be required to submit copy of printed salary slips paid to the employees along with the bank details indicating the deductions and net salary payable, as



		per advice of IRCTC
		per advice of IRCTC.
14.3	Qualifications of Licensee's staff	All Catering staff engaged by the Licensee shall gradually be qualified/certified to meet the following requirement.
		In-charge: Shall be minimum 12 th Pass with Diploma in Hotel Management or Diploma in F&B Services from a Govt. recognized Catering Institute or should be certified in National Skill Qualification Framework (NSQF) Level 6 aligned Job role mandated by Ministry of Skill development and Entrepreneurship Govt of India: Qualification Pack- Asstt. Catering Manager (THC/ Q5901). Should have minimum 02 years of work Experience in supervisory capacity in Catering Operations.
		Cooks(For licensee's kitchens): Shall be minimum 8 th Pass with diploma/craft course in Food production from Govt. recognized Catering Institute or should be certified in National Skill Qualification Framework (NSQF) level 4 aligned job role as mandated by Ministry of Skill development & Entrepreneurship Govt. of India Qualification Pack- Multi Cuisine Cook (THC/Q3006) or should have certification in Food Production (kitchen) under various Govt. scheme such as Capacity Building programmes, HSRT programme, PMKVY scheme etc. Should have minimum 12 months experience in kitchen operations
		F&B Service staff: shall be minimum 8 th Pass with diploma/craft course in F&B Service or should be certified in National Skill Qualification Framework (NSQF) mandated by Ministry of Skill development and Entrepreneurship level 4 aligned job role: Qualification Pack- Food & Beverage Services-Steward (THC/Q0301) or should have certification in F&B Service under various Govt. scheme such as Capacity Building programmes, HSRT, PMKVY scheme etc. Should have minimum 12 months experience in Food & Beverages Service operations.
14.3(a)	Registration in Karamchari Kalyan Portal	DELETED
14.4	Conduct / character certificate	The licensee shall not in any capacity employ any person of bad character or any person, whose conduct is not certified by the Police Authorities/MP/MLA/MLC/ Councilor/ Gram Panchayat/ Sarpanch/1 st Class Magistrate / Gazetted Officer and shall issue an appointment certificate (signed by the Licensee) which shall contain a photograph of the employed with his or her left/right hand thumb impression affixed thereon in Printer's ink which he will carry with him/her while on duty. The expenses for such verification are to be borne by the Licensee.



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14.5	Issue of Identity Card	Licensee will issue identity card to all its staff, duly attested by nominated Zonal IRCTC officials. Identity card issued by licensee without attestation of IRCTC officials will not be considered valid. Identity card should not be used by the licensee staff for purpose other than catering services, in designated unit.
14.6	Declaration of Private Cash	Along with Pantry Car Manager, Contractual Staffs and vendors of running and static Units of Catering should also declare Private Cash before taking up duty.
15	Audit Rights	
15.1	3 rd Party audit by Railway/IRCTC	 a) Railway /IRCTC being the service beneficiary under the Agreement shall have audit and inspection rights on the License during the entire Term of this Agreement. b) IRCTC shall have the right to audit particular performance records of the Licensee including payment records, etc. c) In the event that any audit by IRCTC reveals any discrepancy as determined by Railway / IRCTC the same would then be communicated in writing to the Licensee; who shall be under obligations to comply with the audit results/directions of Railway/IRCTC in time bound manner. Licensee should comply with the short term / long term recommendations of the external audit agency in time bound manner.
16	Indemnity by contractors	The licensee shall at all times indemnify and save harmless the IRCTC from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the IRCTC by reason of any act or omission of the licensee, his agents or employees, in rendering services under the license or in his guarding of the same.
17.	Jurisdiction of courts:	The agreement shall be subject to the exclusive jurisdiction of the courts at Delhi only.
18	INFRASTRUCTURE FOR P	RODUCTION AND DISTRIBUTION
18.1	Adequate infrastructure	IRCTC shall nominate kitchens in originating / en-route / terminating stations for mandatory pick up of standard , Lunch & Dinner in unbundling model. The details of nominated kitchens units situated in the route of the train are placed at Annexure D Since the storage space is limited in trains licensee should carry the PDW, Beverages and PAD times in limited quantities and should have arrangement for procurement / recoupment in enroute stations. Stocking / storage of any item in toilets or in any area causing inconvenience to travelling public is strictly prohibited and any such incident shall be treated as breach of contract and relevant



Limited Tender Document no.:- Mail Express 5 Revision 1/6+6.

		penal action will be taken
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18.1 (a)	Adequate infrastructure- Meal pick up points	The licensee should not change food pick up point at his own and food pick up point can only be changed after approval of Zonal GGM of IRCTC Zone with primary responsibility of the train.
18.2	Kitchen Infrastructure	In exceptional circumstances in case of non-availability of upgraded kitchens in the stations of sections matching with the service timings the licensee shall be permitted to make alternative arrangement outside the Railway premises with specific approval of IRCTC.
		Kitchen from which meal arrangement is made by the licensee shall be ISO 22000-2005 certified) and FSSAI compliant. Up gradation in kitchen unit shall be equipped with CCTV Cameras within 30 days from the date of Commencement of
		Services by Licensee. These CCTV cameras shall be linked to the IRCTC Control on the advice of IRCTC. The meal packets supplied from these kitchens must be with QR code stickers. Arrangement for QR code system must be made operational at the earliest within 30 days from the date of Commencement of Services. The cost of cameras along with the cost of installation of necessary infrastructure, software, internet etc. as well as recurring expenses shall be borne by Licensee
		During the tenure of license if IRCTC upgrades / establishes kitchens in such stations the licensee shall pick up meals from such upgraded kitchen as per the advice of IRCTC
18.3	Provision of Food safety supervisors in Licensee managed kitchens	IRCTC may deploy Food Safety Supervisors (FSS) in the kitchens of licensee to verify compliance of food safety related aspects and hygiene. FSS shall have authority to conduct food safety audit, collect samples for testing and suggest corrective measures to ensure safe service of food. Licensee shall comply with the guidelines issued by FSS on day to day basis. Non compliance of the same shall amount to default and would attract relevant penal provisions.
18.4	Pantry Car- Software	2 nos. Detachable wireless CCTV camera to be fixed by the licensee in the pantry car, With the provision of linking and recording. These cameras can be detached on completion of the trip.



Annexure C

	Detail			
Train No.	15125-26, BSBS-PNBE JAN	15125-26, BSBS-PNBE JAN SHATABDI (MINI PANTRY)		
Frequency	15125-Ex- BSBS - (DAILY) 15126-Ex- PNBE - (DAILY)			
Running Between	Ex- BSBS	Ex- PNBE		
	Dep:- 0620 hrs	Dep:- 1645 hrs		
	Arr:- 2225 hrs	Arr:- 1110 hrs		
Via	DDU,DLN,BXR,ARA			
No. Of Coach	20 Coaches (MINI PANTRY)			



Annexure D

Train No: 15125-26

Day	Service	Station	Time	Kitchen licensee	Contact details	Amount of Spl SD to be paid	IRCTC zone
						to be para	
NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL

TRANSFER RATES OF STANDARD MEALS PACKED IN CASSEROLE OR BIODEGRADABLE PACKING

SN	MEAL SERVICE	Transfer Rates inclusive of Taxes
1	Standard Meal Veg	60
2	Standard Meal N.Veg with Egg Curry	68
3	Standard Meal N.Veg with Chicken Curry	98
4	Veg Biryani	60
5	Egg Biryani	68
6	Chicken Biryani	83



B- GENERAL CONDITIONS OF LICENSE

SECTION - ONE

GENERAL PROVISIONS

1. <u>DEFINITIONS</u>

IRCTC	Shall mean 'Indian Railway Catering and Tourism Corporation Ltd.',	
	a Government Company incorporated under Companies Act 1956.	
License fee	As Defined in article – 2.1 – Section Two	
Party	Shall mean either the IRCTC or the Licensee.	
Day	Shall mean a calendar day.	
Force Majeure	Shall mean an exceptional event or circumstance: which is beyond a	
	Party's control; which such Party could not reasonably have	
	provided against before entering into the License; which, having	
	arisen, such Party could not reasonably have avoided or overcome;	
	one which is not substantially attributable to the other Party.	
Interpretation	Words importing persons or parties shall include firms and	
	organizations.	
Priority of	The documents forming the License are to be taken as mutually	
Documents	explanatory of one another. If an ambiguity or discrepancy is found,	
	the IRCTC shall issue necessary clarifications to the Licensee.	
Unbundling	Process of food service in trains by creating a distinction between	
	food production and food distribution. Meals supplied by	
	nominated kitchens in en-route shall be distributed by on board	
	service provider on collection of tariff rate	
Jurisdiction	The award of License will be governed by the Jurisdiction of Courts	
	situated in the state of Delhi only	



2. FINANCIAL TERMS AND CONDITIONS

0.1	C	0 1 1 1	C400/ C.1 1 /O . 1 T . T	
2.1	Security	• -	10% of the contract value (Quoted License Fee	
	Deposit	plus Applicable GST) to be submitted by Licensee with		
		working days of issue of LOA or 05 working days before date o		
		commencement of	operation whichever is later.	
2.1(a)	RDS account		as to submit 2% of the quoted amount for as RDS	
		account within 05	working days before date of commencement of	
			r is later for adjustment of outstanding amount	
		-	nt of Railneer along with License Fee.	
2.2	Special		eposit equivalent to the value of meals to be supplied	
2.2	-	1	n nominated kitchen to be deposited by licensee as a	
	Security	, 1	± *	
	Deposit	=	ue of meals supplied from nominated kitchens in	
		unbundling model.		
2.3	Refund of		it will be refunded without interest by the IRCTC at	
	Security	*	l vacation of the pantry car/railway premises by the	
	Deposit	Licensee after provi-	ding for settlement of all dues or arrears arising out	
		of the use of pantry	car/railway premises by the Licensee.	
2.4	Refund of		eleased without interest on successful completion of	
	special	the tenure on raisin	g a claim on respective IRCTC zone enclosed with	
	Security		from the Base kitchen licensee.	
	Deposit			
2.5	Maintenance	Licensee will be rea	uired to maintain proper record of sales to ascertain	
2.3	of record of		urnover (Including Tax) and make it available for	
			` ,	
	gross sales	inspection by IRCTO	⊙.	
2.6	turn over	/T1 T 1 11	1' 1 1 1	
2.6	Payment of		pay his other charges such as conservancy and	
	other	±.	on actual cost basis as and when they are due to the	
	charges by		ties. In case of default, in payment of any dues,	
	the Licensee		right to recover the pending amount by deducting it	
		,	Deposit/any other amount payable to the licensee. It	
			nterest of 12% per annum for the number of days in	
		default until the balance pending payments are cleared.		
2.7	Recovery of		e right to recover any outstanding dues from the	
	outstanding	licensee by adjusting	ng the same against any amount/security of the	
	amount	licensee or any amor	unt payable to the licensee either under this contract	
		or any other contrac	1 7	
2.8	Mode of	/	hall be payable through Demand Draft/Banker's	
	payment of		EFT drawn in favour of Indian Railway Catering	
	SD.	and Tourism Corp	•	
	02.		01 011 	
		NEET/DTOO data	!! af annumed manua !a an undan .	
		NEFI/KIGS Deta	il of concerned zones is as under :	
		1. North Zone		
		Account Name	IRCTC LtdCatering North Zone	
		Account Number	0010102000038429	
		Account Type	Current	
		Bank Name	IDBI BANK	
		Branch	1/6, SIRI FORT INSTITUTIONAL AREA,	
		<u> </u>	KHEL GAON MARG, NEW DELHI, DELHI	



	STATE- 110049
IFSC Code	IBKL0000010
	**Cheques Will not be accepted

2. EAST ZONE

2. End 2011E	
Account Name	Indian Railway Catering & Tourism Corporation
	Ltd.
Account Number	012102000012193
Account Type	Current
Bank Name	IDBI Ltd.
Branch	Park Street ,Kolkatta
IFSC Code	IBKL0000012
	**Cheques Will not be accepted

3. WEST ZONE

0. WESTEST,E		
Account Name	Indian Railway Catering & Tourism Corporation	
	Ltd.	
Account Number	50200021704368	
Account Type	Current	
Bank Name	HDFC Bank	
Branch	Dombivali (E), Thane	
IFSC Code	HDFC0000175	
	**Cheques Will not be accepted	

4. SOUTH ZONE

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

5. SOUTH CENTRAL ZONE

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



2.9 Mode of payment of License fee

License fee shall be payable through Demand Draft/Banker's Cheque/RTGS/NEFT drawn in favour of Indian Railway Catering and Tourism Corporation Limited.

NEFT/RTGS detail as under -

NEFT/RTGS detail of concerned zones is as under -

1. North Zone

Account Name	IRCTC LtdCatering North Zone
Account Number	0010102000038429
Account Type	Current
Bank Name	IDBI BANK
Branch	1/6, SIRI FORT INSTITUTIONAL AREA, KHEL
	GAON MARG, NEW DELHI, DELHI STATE- 110049
IFSC Code	IBKL0000010
	**Cheques Will not be accepted

2. East Zone

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

3. South Central Zone

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

4. South Zone

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



5. West Zo	one
Account Name	Indian Railway Catering & Tourism Corporation Ltd.
Account Number	50200021704368
Account Type	Current
Bank Name	HDFC Bank
Branch	Dombivali (E), Thane
IFSC Code	HDFC0000175
	**Cheques Will not be accepted
	•



2.10 Mode of payment of Spl SD

Special SD shall be payable through Demand Draft/Banker's Cheque/RTGS/NEFT drawn in favour of Indian Railway Catering and Tourism Corporation Limited to the concerned zone.

NEFT/RTGS detail of concerned zones is as under -

1. North Zone

Account Name	IRCTC LtdCatering North Zone
Account Number	0010102000038429
Account Type	Current
Bank Name	IDBI BANK
Branch	1/6, SIRI FORT INSTITUTIONAL AREA, KHEL
	GAON MARG, NEW DELHI, DELHI STATE- 110049
IFSC Code	IBKL0000010
	**Cheques Will not be accepted

2. East Zone

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

3. South Central Zone

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

4. South Zone

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



		5. West Zone		
		Account Name	Indian Railway Catering & Tourism Corporation Ltd.	
		Account Number	50200021704368	
		Account Type	Current	
		Bank Name	HDFC Bank	
		Branch	Dombivali (E), Thane	
		IFSC Code	HDFC0000175	
			**Cheques Will not be accepted	
2.11	Submission	The Bidder will submit Integrity pact (enclosed in tender) duly signed,		
	of Integrity	stamped and witnessed along with the Financial Bid, if the estimated value		
	Pact	of contract is Rs. 2.0 cr. and above.		

<u>3. SUB</u>	3. SUBMISSION OF BIDS		
3.1	IRCTC reserves the right to terminate the bidding process	IRCTC reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages which the bidder may incur in the process. The Bids can be rejected without assigning any reason.	
3.2	Bids not to be entertained	 a) Conditional / telegraphic Bids/ Physical bids shall not be entertained. b) Bids submission process will end as per prescribed schedule. After due date and time submission of tender will not be possible. Failure to upload Financial Bid in Annexure B will lead to disqualification of the bidder. 	
3.3	Over writing/cutting not allowed	No over writing/cutting/insertion in the Bid document is allowed. The Bids once submitted would be binding on the Party and any subsequent alteration/amendment will not be entertained.	
3.4	Signing and stamping of bid document	Digital Signature/Signature, stamp and date on Covering letter (Annexure-A and 'Financial Bid' (Annexure-B) will be considered as confirmation that the bidder has read, understood and accepted all the conditions and documents enclosed and referred to in this Tender Document.	
3.5	Withdrawal of bid	 A) In case If any bidder withdraws or modifies the bid in any respect after opening of the tender but before issue of Letter of Acceptance (LOA) within the period of its validity and if it is H-1 offer, the empanelment of the firm is liable to be suspended as per the following details: 1. For 1st and 2nd incidents within a period of last 180 calendar days: 60 days from the date of withdrawal/modification of the bid. 2. For 3rd and subsequent incidents within a period of last 180 calendar days: 90 days from the date of withdrawal/modification of the bid. If firm exit after issue of LOA the tender clause 3.2-commencement of the license shall be applicable. 	
3.6	Corrupt or	If the Licensee has engaged in corrupt or fraudulent practices, in	



	Fraudulent	competing for or in executing the License, the Licensor may, after
	Practices	giving 15 days notice to the Licensee, terminate the License. For the purpose of this Sub-Clause:
		"corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tendering process or in License execution;
		"fraudulent practice" means a misrepresentation of facts in order to influence a tendering process or the execution of a License to
		the detriment of the Licensor, and includes collusive practice among bidders (prior to or after bid submission) designed to
		establish bid prices at artificial non competitive levels and to
		deprive the administration of the benefits of free and open competition.
3.7	Award of License to the Existing Licensee	In case the existing Licensee is the successful bidder, the award of license shall be subject to the clearance of outstanding and payable against IRCTC/Railways.
3.8	Non acceptance of award	Please refer clause no. 3.5 mentioned above
3.9	Validity of bids	The financial bids submitted by the bidders will remain valid for one hundred twenty (120) days from the date of opening of the bid.
3.10	Jurisdictions of Courts	The licensee agree to submit all disputes arising out of or in connection with this bid document/license to the exclusive jurisdiction of courts at New Delhi.

4. OBLIGATIONS AND RIGHTS OF LICENSEE

4.1	C .: C . /	T' '11 1, ' '.' '.'
4.1	Certificates/	Licensee will obtain necessary certificates/permissions as
	permissions	required by law such as FSSAI License, CLRA Act, ESIC, EPF,
		other license or as required as per the local regulations from the
		competent authorities. In case of any violation Licensee will be
		solely responsible for its penalty and consequences.
4.2	Display of rate list	The Licensee shall exhibit approved tariff and list of items to be
		sold, prominently for the information of the customers in the
		pantry car as revised from time to time.
4.3	Sale of items with	The Licensee shall not sell the items other than those approved
	IRCTC's approval	by <u>IRCTC/Railway</u> . Sale of unauthorized items if detected in
		contravention to approved items, the licensor or its/his
		authorized representative/official may seize such items and the
		unauthorized seized items shall be disposed off as per policy of
		IRCTC in addition to any penalty to be imposed for this such
		contravention.
4.4	Right of user's only	Licensee will only provide the catering services in trains and will
	Tugit of Goef o only	have the right of user only on License basis.
4.5	Relation of	The employees, contractors, of the Licensee will not be in any
1.0	Licensee's labour	contractual relation either with the IRCTC or the Indian
	Licensee 5 labour	Railways.
4.6	General liability of	The Licensee will bear the cost, throughout the term of the
	any person	License, for a comprehensive general liability insurance covering
	arry person	injury to or death of any person(s) occurring in the course of
		execution of this license, including death or injury caused by the



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		negligence of the Licensee or the Licensee's failure to perform its obligation under the agreement, IRCTC will not be held
		responsible for any payment of compensation in this regard.
4.7	Inspection by	Licensee will also be obligated to get his premises inspected by
	Food/Health	Food/Health inspectors at regular intervals in addition to having
	Inspectors	a food License from concerned state authorities. Licensee will
	1	make available the premises for the inspection by the IRCTC or
		any person so authorized by the IRCTC at any time.
4.8	Compliance of Food	Licensee shall be responsible for the compliance of the
	Adulteration Act	provisions of Food Safety and Standard Act-2006 or any other
		amendments thereto.
4.9	Compliance of	Licensee shall be solely responsible for compliance with
	statutory law	applicable laws such as Sales Tax Law, Provident Fund Law,
	,	Labour Law or any other law of the land and
		registration/approval from statutory authority, if required.
4.10	Use of FSSAI	All food ingredients being used for preparation/service to the
	products only	passengers shall bear FSSAI license number, as defined in the
		FSSAI act.IRCTC may define the brand/source of food
		ingredients and IRCTC instructions shall be binding.
4.11	No unlawful/illegal	Licensee shall not carry on any unlawful immoral or illegal
	activity	activity in the pantry car/at stations/Trains.
4.12	No use of plastic	Licensee shall not use plastic material. Eco-friendly/bio-
	material	degradable packaging material should be used for supply of food
		items. Good quality paper cups of 170 ml (Capacity till the Brim
		(Lower Diameter – 60mm, Upper Diameter – 75mm, Height 95
		mm, Thickness of cup – 0.6mm) capacity with IRCTC logo and
		150ml (Usable Capacity of the cup) should be used for serving
		tea/coffee/soup, PDW water etc.
		Garbage collection and its disposal after each service will be done
		by the licensee in a satisfactory manner.
4.13	Details of Staff	Licensee shall be required to submit the details of the staff
	Engaged	engaged by him for the provision of services and update the
		information on monthly basis to IRCTC. The details of
		employee shall include Name, Adhaar No., Saving Bank A/C
		no., EPFO No., Group Insurance no., PAN Card no., Mobile
		no.
		In addition to above, license will also be required to submit
		copies of printed salary slips paid to the employees along with
		the bank details indicating the deductions and net salary payable,
		as per advice of IRCTC.

5. <u>CONDITIONS GOVERNING THE PERFORMANCE OF THE LICENSE</u>

5.1	Acceptance of	Successful parties shall be required to accept the offer for award
	award of License	of license along with payment of security deposit, Spl SD and
	and submission of	license fee as per schedule prescribed by IRCTC.
	Security Deposit	In case, offer for award of license is not accepted within the time
		limit fixed by IRCTC action will be taken as defined in the
		"Instruction to the Tenderers",
5.2	Execution of	The successful Bidder shall be required to execute an agreement
	agreement	on non-judicial stamp paper of Rs.100/- before commencement
		of services. Till then the letter of award, letter of acceptance and



	T	
		terms & conditions of Tender document shall be binding and
	T: 1.11. CID OHO	form part of the agreement between IRCTC and the Licensee.
5.3	Liability of IRCTC	The IRCTC will not be liable for any violation arising under the
F 4	N. 1. C /	labour laws or any other law of the land, by the Licensee.
5.4	Notice by Courier/	Any notice in terms of this License by either Party will be given at
	Registered AD/ e-	the address by Courier/Registered AD Post or Fax/ scanned copy
	mail	through e-mail id stated herein above unless a different address
		has been intimated in writing against receipt. In case of e-mail
		and fax date of receipt will be taken as next day of communication.
5.5	Entitlement of	
3.3	compensation	In case the Licensee suffers any loss on account of his being restrained by the IRCTC or any competent authority for including
	Compensation	in illegal activities or any contravention of any law, he shall not be
		entitled to any compensation whatsoever.
5.6	Indemnification by	The Licensee will indemnify the IRCTC/Railway administration
3.0	Licensee	for any loss or damage caused by Licensee because of his fault or
	Licensee	default.
5.7	Verbal or written	Except as here by otherwise provided any verbal or written
3.7	arrangements other	arrangements abandoning varying or supplementing this
	than the agreement	agreement or any of the terms hereof shall be deemed conditional
		and shall not be binding on the IRCTC unless until the same is
		endorsed on the agreement or incorporated in a formal
		instrument and signed by the party(s).
5.8	Presence of	The Licensee or a duly authorized and competent Manager
	Licensee/	appointed and paid by the Licensee shall remain present in person
	authorized Manager	to manage or supervise the business to be carried on under the
		provision of this agreement and to ensure that the obligations of
		Licensee under the agreement are duly performed and observed.
		In addition, Licensee or a duly authorized and competent Manager
		appointed and paid by the Licensee shall remain available at both
		originating and terminating stations of the train or at the location
		mutually decided between the parties for ease of administration of
		performance of license to the satisfaction of the licensor. The
		name(s) of the Manager will be advised by the Licensee to the
5.0	T	IRCTC from time to time.
5.9	Unsatisfactory	In the event of unsatisfactory service, poor quality of articles,
	services etc.	persistent complaints from passengers, and services below the
		standard or any failure or default at any time on the part of the Licensee to carry out the terms and provisions of this document
		to the satisfaction of the IRCTC (who will be sole judge and
		whose decision shall be final) it shall be optional to the IRCTC to
		make any substitute arrangement it may deem necessary at the
		cost and risk of the Licensee or to forthwith terminate the license
		without any previous notice to the Licensee and in case of such
		termination the Security Deposit be forfeited by the IRCTC and
		the Licensee shall have no claim what so ever against IRCTC or
		any of the officials in consequence of such termination of the
		temporary license. No refund of proportionate License Fee shall
		be admissible in case of Termination under this clause. The
		Licensee agrees to make good all cost and expenses, if any
		incurred by the IRCTC for making the substitute arrangements



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

6. <u>EVENTS OF DEFAULT</u>

6.1	Breach of any terms	In the event of any breach of the said terms and conditions of the
	and conditions of	License, the IRCTC shall be entitled to forfeit the whole or the
	the License	part of the Security Deposit/License fee besides terminating or



		revoking the License. The License shall be debarred from participating in the future projects of IRCTC for the period upto one year.
6.2	Termination of License on other events of default	The licensor shall also be entitled at any time forthwith to terminate the License without notice in any of the following events, that is to say (a) in the event of the Licensee being convicted by a court of law under the provisions of criminal procedure code or any other law (b) in the event of the Licensee being a proprietor or, if a firm, any partner in the Licensee firm being at any time be adjudged insolvent or a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any insolvency Act for the time being in force or make any conveyance or assignment of his interest or enter into any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under the partnership Act or, in the event of Licensee being a company, if the company shall pass any resolution to be wound up either compulsorily or voluntarily (c) Repudiation of agreement by Licensee or otherwise evidence of intention not to be bound by the agreement. (d) Failure to adhere to any of the due dates of payment specified in the terms and conditions. Immediately on the determination of this agreement the Licensee shall peacefully vacate the premises & the pantry and hand over to the licensor/railway administration all articles in the custody or possession of the Licensee and shall remove all his stores and effects from the said premises/pantry. In default the licensor shall be entitled to enter and take possession of the said premises/ pantry and to lock up the same or remove the furniture or other articles of the Licensee that may be lying there and to dispose of the same by sale or otherwise without being liable, for any damage, and all expenses incurred in connection therewith, shall be deducted by the licensor from the sale proceeds or from the Security Deposit or pending bills of the Licensee.
6.3	Failure to provide any record to IRCTC	IRCTC at their discretion may call for any record to satisfy them regarding operation of the License and Licensee will provide every help failing which it may amount to breach of condition of the Licensee.
6.4	Communication/ Information required by IRCTC	All the Communication/Information received/required by IRCTC must be furnished by the contractor/licensee within 15 days, failing which suitable penalty including termination of contract /license can be done at the discretion of IRCTC.

7. CONSEQUENCES OF DEFAULT

7.1	Consequence of	In the event of failure to provide, catering services in train, from the	
	failure to start the	prescribed date as mentioned in the letter of award/commencement	
	services	of services, IRCTC reserves the right to annul the License and	
		forfeit the Security Deposit, License fee, in the whole or part thereof	
		as provided under terms and conditions of the license. The License	
		shall also be debarred from participating in the future projects of	
		IRCTC for period upto one year. The decision of IRCTC will be	
		final and binding in this regard.	



7.2	Notice for	In case of any event of default mentioned in Clause 6 having
	termination	occurred, IRCTC may terminate the license by giving 15
		days notice for improvement in performance. In case
		performance is not improved second notice of 07 days will
		be given for termination of contract. In case performance is
		still not improved contract will be terminated along with
		forfeiture of Security Deposit (SD), Special Security Deposit
		and balance License Fees.
		Upon termination of this License agreement as aforesaid, the
		Licensee shall deliver vacant and peaceful possession of the
		pantry car to the IRCTC/Railways.

8. **ARBITRATION**

- a. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.
 - b. The parties hereto further agree to submit demand in writing that the dispute/differences be referred to arbitration along with format annexed hereto as Annexure-XIV. The demand for arbitration shall specified the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.
 - c. Only such dispute or differences, in respect of which the demand has been made, together with counter claims of setoff given by IRCTC shall be referred to arbitration and other matters shall not included in the reference.

In the event of demand made as mention herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be referred to Sole Arbitrator from the panel of Arbitrators appointed by Chairman and Managing Director of IRCTC. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion in terms of circular dated 18.10.2019.

9. HYGIENE AND QUALITY CONTROL

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



	samples	collected and tested at approved laboratories at the cost of the
		Licensee
9.3	Provision of Hand	"One sachet of 1.5ml -2ml hand sanitizer (IRCTC Approved Brand)
	Sanitizer to the) to be provided to each passenger with every meal ."
	passenger	

10 OTHER CONDITIONS

10.1	Advertisement/	The Licensee will not engage in or permit any
	Publicity/	advertisement/publicity/sponsorship of any brand or product,
	Sponsorship	directly or indirectly, without prior approval of IRCTC.
10.2	Payment of	The Licensee will be liable for payment of all taxes/duties Goods &
	taxes/dues	Service tax{GST} and other liabilities in respect of the business.
10.3	Liability for	The Licensee shall accept liability for compensation/damages under
	compensation/	the Consumer Protection Act or any other law in respect of
	damages	performance of the services or in respect of any negligence,
		act/omission of the Licensee, his workmen, servants and agents.
10.4	Assignment of	Licensee shall not, sublet or assign the License or any part thereof,
	License	or any benefit or interest therein or there under.
10.5	Compliance of	The Licensee shall comply with any other instructions issued by
	instructions	IRCTC from time to time within a reasonable time, as may be
		necessary to ensure better services.
10.6	General	The licensor reserves the right to amend any of the clauses of the
		agreement and also to add fresh clauses from time to time. The
		rider agreement in this regard shall be executed between the parties
		within 15 days of the amendment / changes.
		Further, IRCTC reserves the right to extend or reduce the time
		stipulated in any clause in the tender /license conditions herein
		above, in order to meet operational exigencies. The decision of the
		Director of IRCTC in this regard shall be final.
10.7	Vacation of Pantry	At the end of each round trip the Licensee and his staff shall clean
10.7	car	and vacate the pantry car/ mini pantries.
	Cui	and recate the panery car, mini panerico.

11. FORCE MAJEURE

In the event of any unforeseen event directly interfering with the operation of License arising during the currency of the license agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, acts of God, sabotage; the Licensee shall, within a week from the commencement thereof, notify the same in writing to the Licensor with reasonable evidence thereof. The Pantry Car shall be restored as expeditiously as possible or, as the case may be, the impediment to accessibility shall be removed as expeditiously as possible. If the Said Property cannot be rendered fit for occupation and use for more than thirty days, the Licensee shall not pay License Fee for such period till the said property becomes accessible and operational following cessation of force majure event mentioned above. The period of license will be further extended for the period during which License was not operational.



GENERAL CONDITIONS OF LICENSE

SECTION - TWO

1.0 FINANCIAL TERMS AND CONDITIONS

1.1	Payment of License fee Addl license fee for meals supplied	Bidders are required to quote License Fee excluding Goods & Service tax{GST} as applicable and also Successful bidder would be required to make payments towards the meals picked up from IRCTC static units as per the fixed transfer rates, subject to revision from time to time, in advance as per the procedure advised by IRCTC. Successful bidder will be required to deposit quoted license fee as per Annexure B. For the meals supplied during exigencies and late running of trains which are other wise to be picked in normal course an additional
	in case of late running of train / services in exigencies	license fee @ 5% on applicable transfer rates for each meal to be paid by onboard licensee. In case of nonpayment same will be deducted from Special Security deposit
1.3	Increase/decrease in frequency of train	In the event of increase in the frequency of the train / change of destination involving additional services it will be mandatory for the licensee to manage onboard services in the increased frequency& increased journey as well. The prevailing License fee shall be increased on pro-rata basis. If the licensee expresses inability to manage the increased frequency, license to mange catering services in the train will be terminated along with forfeiture of License Fee and security deposit. Similarly, in the event of decrease in frequency of the train / change of destination resulting in reduction of services it will be mandatory for the licensee to manage onboard services. The prevailing license fee shall be revised on pro-rata basis for payment by licensee. Cancellation of trips: In case of cancellation of train service or non attachment of pantry car resulting in non provision of catering services in the train, pro rata license fee shall be refunded / adjusted subject on submission of certificate from appropriate Railway department. He should immediately inform in writing or mail to Concerned IRCTC Zone in this regard.
1.4	Integration of Rake / use of lie over rake of the train for new train	In case of introduction of new train using the lie over rake of the train the licensee shall manage the services with the same terms and conditions on payment of additional proportionate license fee. The additional license fee shall be fixed based on the ratio of MLF and QLF for the tendered train. The tenure of license for the new train will end concurrently with the tenure of tendered train.
1.5	Assessment of Sales turnover	IRCTC reserve the right to assess the sales turnover during the period of license.
1.6	Refund of License Fee	In the event of permanent cancellation/withdrawal of train service/detachment of pantry car from the train by the Railway Administration, the license shall be terminated without any notice or assigning any reasons. In such an event refund of Security deposit, License Fee & Spl security deposit will be admissible in the following



		manner: i). Security deposit subject to clearance of all outstanding dues. ii) The proportionate License Fee for the balance period for which advance LF paid. iii) Spl security deposit on production of No due certificate from kitchen licensees. No claim for any consequential loss of business/damages will be entertained by the IRCTC other than what is specially provided for in this para.
1.7	Affect of Unbundling on License Fee	In case of unbundling of Lunch/Dinner is done after Award of Contract, the license fee will be reduced based on ratio of MLF and QLF for the tendered train.

2. OBLIGATION AND RIGHTS OF THE IRCTC

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



3. OBLIGATION AND RIGHTS OF THE LICENSEE

3.1	Standard of	The Licensee is expected to provide good quality of food and
	services	beverage in hygienic and presentable conditions. Maximum retail
		price, manufacturing date, expiry date, batch no. etc. should be
		printed on the packed items. For the passengers of AC class the
		services will be more personalized and provision of better quality
		crockery, cutlery (Preferably good quality bio-degradable food grade
		wooden disposable), napkin etc. should be ensured.
3.2	Approval of	Crockery, cutlery(Preferably good quality bio-degradable, food grade
	service wares etc.	wooden disposable), napery and other service wares used in the train
		are required to be of good quality as per industry norms. IRCTC may
		specify quality, colour scheme and printing on the above material
		which will be binding on the licensee. IRCTC reserves the right to
		prescribe packaging conditions from time to time.
3.3	Menu cards	Printed menu cards bearing name of the IRCTC should be available
		with waiters and provided to the passengers on demand. Licensee
		shall seek the approval of menu cards before printing.
3.4	Reg. On board	The staff to be deployed in the train must be well groomed and wear
	staff	neat and clean uniforms with name badges as per the specifications at
		Annexure G
		Staff must be courteous and polite to every passenger at all times.
		Staff must be trained in catering services and the service should be of
		a high order.
3.5	Deployment of	Licensee may deploy waiter as per requirement subject to the
	on board staff	maximum number provided in CC 60 of 2010 so as to ensure
		satisfactory services to the passengers.
3.5(a)	Vaccination of	Licensee must get vaccination of all onboard staff to ensure safety of
	Staff	the staff and passengers. Vendors/Licensee Staff must wear "I am
		vaccinated" badge.
3.6	Issue of proper	Billing is compulsory. It will be mandatory for the Licensee to issue
	bills	proper bills to the passengers for sale of all items, standard or a-la-
	(Compulsory)	carte, RTE meals etc. and collect the approved charges from the
		passengers after supply of items Handheld POS machines should be
		used for billing, in case passenger opts for E-payments, it will be
		mandatory for the licensee to have BHIM app and all vendors shall
		the bills should mentioned name of the licensee, FSSAI No., Train no
		and Name have BHIM QR code for processing payments in trains.
		Licensee will be required to maintain proper record of sales to
		ascertain the Gross Sales Turnover (Including Tax) and make it
2.7	D C	available for inspection by IRCTC.
3.7	Provision of	Licensee will arrange his own equipment other than those provided in
2 0	equipment Per provision of	the pantry car for satisfactory provisions of services.
3.8	Reg. provision of	DELETED
3.9	gas	DELETED
3.10	burners/cylinders	DELETED
	etc.	



Limited Tender Document no.:- Mail Express 5 Revision 1/6+6.

3.11	Provision and	No provision of LPG in Trains.
3.11		No provision of LPG in Trains.
	Use of LPG –	
	Safety	
	instructions	
3.12	Prohibition of	Instruction may be followed towards Flameless cooking in pantry car
	cooking in Pantry	in accordance with the instructions issued by Railway Board
	Car	vide letter no. 2017/TG-III/645/02/Pt-1 dt 23.08.2022
		Annexure-N
3.13	Fire-fighting	All pantry car staff must be trained in firefighting and a competency
3.13	training	certificate issued by the fire fighting agencies should be available in
	tranning	the pantry car.
3.14	Provision of first	The Licensee should provide and maintain First Aid box for
5.14	aid box	rendering first aid to catering staff in trains, whenever required; and
	ald box	should provide training to the concerned catering supervisory staff of
		the mobile unit from the medical authorities. Requisite certificates in
2.45	01 : 6	this regard should be available with Pantry car manager.
3.15	Cleaning of	The Licensee shall ensure that utensils, crockery etc. are washed and
	utensils	cleaned with clean water and standard quality detergent/soaps.
		Recycling dirty water for cleaning shall not be allowed.
3.16	Damage to pantry	The Licensee shall be responsible for all damages caused to the said
	car/equipment	pantry car and the equipment provided therein arising out of facts of
		omission and commission of their staff. The staff should avoid
		dragging of Crates/ Containers on the floor of the coaches
3.17	Licensee to provide	The Licensee shall undertake to render any other on-board service as
	other on board	may be required of him by the IRCTC on mutually acceptable terms.
	services	
3.18	Handing over of	Upon the expiration of this agreement or its earlier termination in
	pantry car	accordance with the terms, conditions, obligations hereof the
		Licensee shall remove themselves from the said pantry car together
		with all their belongings and effects and shall deliver vacant
		possession of the pantry car to the IRCTC/railways with the
		IRCTC/Railways' fixtures and effects therein in good condition.
3.19	Governing law	The Grant of License will be governed by Law of India
3.20	Jurisdictions of	The licensee agree to submit all disputes arising out of or in connection
	Courts	with this bid document/license to the exclusive jurisdiction of courts at
		New Delhi.



Annexure-E

Menu and Tariff for Standard Breakfast, Lunch / Dinner, Janata khana (CC 60 of 2019)

GOVERNMENT OF INDIA MINISTRY OF RAILWAYS RAILWAY BOARD

No. 2015/TG-III/631/11

New Delhi, Dated: 11.2019

The General Manager All Indian Railways.

The Chairman and Managing Director, IRCTC, Statesman Building, Barakhambha Road, New Delhi.

(Commercial Circular No.60 of 2019)

Sub: Revision in Menu and Tariff of catering services on Rajdhani/Shatabdi/Duronto and Standard Meals on Indian Railways.

Ref:- (i) Commercial Circular No. 32 of 2014

(ii) Commercial Circular No.10 of 2019

(iii) Commercial Circular No.78 of 2012

A review of menu and tariff of pre-paid Rajdhani/Shatabdi/Duronto trains and standard meals/food items that are provided to passengers of Mail/Express trains on payment basis, has been done taking into consideration the requests received from IRCTC and the recommendations of the Menu & Tariff Committee set up by the Board. Based on the above, the Competent Authority have decided the following:-

1. Instructions for Rajdhani/Shatabdi/Duronto Trains:-

- 1.1 The revised menu for Rajdhani/Duronto/Shatabdi trains shall be as per the enclosed Annexure-A (Pg. 1 to 7). Thus, the delegation given to IRCTC vide Commercial Circular No. 10 of 2019 for deciding the menu of catering services on Rajdhani/Shatabdi/Duronto trains shall stand withdrawn from the date of notification of this circular.
- 1.2 The revised service-wise tariff for Rajdhani/Shatabdi/Duronto Express trains are as under:-

Type of service	Catering charges to be disbursed to the IRCTC (Exclusive of GST). (In ₹)	
	1A/EC Rajdhani/Duror	nto/Shatabdi
Morning Tea	29.96	35.00
Breakfast	133.14	140.00
Lunch/Dinner	230.78	245.00
Evening Tea	133.14	140.00
	2AC/3AC/CC Rajdhani/Du	ronto/Shatabdi
(1)	(2)	(3)
Morning Tea	15.53	20.00
Breakfast	97.64	105.00
Lunch/Dinner	175.30	185.00
Evening Tea	85.43	90.00
	SL (Duronto Tra	ains)
Morning Tea	12.20	15.00
Breakfast	57.69	65.00
Lunch/Dinner	113.17	120.00
Evening Tea	45.49	50.00



Pec:



- Optional Catering services shall be provided to passengers of Rajdhani/Shatabdi/Duronto and other similar trains, as notified vide Board's letter no. 2015/TG-III/631/4 dated 14/08/2019 and other instructions issued by Board from time to time.
- 1.4 All other instructions issued vide Commercial Circular No. 32/2014 and related instructions regarding implementation of menu and tariff of catering services on Rajdhani/Shatabdi/Duronto trains shall remain unchanged.
- 1.5 The revised menu & tariff for pre-paid Rajdhani/Shatabdi/Duronto Trains above shall be made applicable after a period of 15 days for train-wise calculation and feeding of catering charges in the system plus ARP of 120 days from the date of issue of this circular.
- 2. Menu and Tariff of standard food items for Mail/Express Trains:-
- 2.1 The revised menu of standard breakfast and standard meals shall be as per the enclosed Annexure-B (Pg. 8 to 10). Further, it has been decided to introduce Chicken Curry as an option in standard non-veg meal in addition to the existing standard non-veg meal with egg curry and standard veg. meal. As such, there shall be three category of standard meals viz., Standard Vegetarian Meal, Standard Non-Vegetarian Meal (with 2 Eggs curry) and Standard Non-Vegetarian Meal (with Chicken Curry) against the existing two. Non-availability of any of the above standard meal items on Mail/Express trains shall be treated as deficiency in service.
- 2.2 The revised tariff of standard meals is as under:-

S.No.	Item	Tariff in Rs. (Inclusive of applicable GST)
	D. I Cat (Veg.)	40/-
	Breakfast (Veg.)	50/-
	Breakfast (Non-veg.)	80/-
	Standard Meal Veg.	90/-
	Standard Meal Non-veg. (with Egg Curry) Standard Meal Non-veg. (with Chicken Curry)	130/-
	Standard Meal Non-veg. (with Chicken Curty)	

2.3 It has been decided to offer Biryani as a standard meal variety in view of its popularity. The tariff and weight of Biryani shall be as under:-

	Tariff for Biryan	i (Figures in ₹)
Menu	Weight in Gms	Tariff in ₹ (Inclusive of GST)
Veg. Biryani	350	80
Egg. Biryani	350	90
Chicken Biryani	350	110

- 2.4 It has also been decided to introduce 'Snack Meal' with regional items/cuisine/flavour' as a meal variety. The 'Snack Meal' shall be of 350 grams portion and shall be made available at the tariff of Rs. 50/- (inclusive of GST). The menu and accompaniments/side dishes (like raita/pickle/salad/papad, if any) of the 'Snack Meal' shall be decided and notified by IRCTC.
- 2.5 For the newly introduced standard items, IRCTC shall decide the components of the menu of the standard meals (items) within the above fixed notified tariff. IRCTC shall be accountable for providing the newly introduced menu options in a way that the quantity and quality are commensurate with the tariff and no undue benefit is passed on to the service provider.

14.11.19



- 2.6 No a-la-carte meals shall be permitted for sale on Mail/Express trains. However, a-la-carte snacks items like samosa, pakoda, etc. may continue.
- 2.7 For passengers of Mail/Express trains, the present cost of Janta Meal (consisting of 7 Pooris-175 g. Dry Aloo Curry-150g, with pickle) i.e. Rs. 20/- shall remain unchanged and IRCTC shall also continue to make available Janta Meal for sale on trains.
- 2.8 All other extant instructions regarding implementation of menu and tariff of catering services on Mail/Express trains will remain unchanged.
- 3. In order to bring quantifiable improvement in the quality of catering services on IR, IRCTC shall put in place foolproof systems and appropriate operational/contracting models to ensure that the tariff increase results in visible improvements in quality and hygiene of food, reduction in complaints and does not give any undue benefit to the service provider. IRCTC shall be accountable for ensuring improvement in quality of food and reducing complaints in catering services.

This issues with the concurrence of Finance Directorate of Ministry of Railways.

Kindly acknowledge receipt of this letter.

DA: Annexure- A & B

(Philip Varghes

Director (Tourism & Catering) Railway Board

New Delhi, Dated: 4.11.2019

No. 2015/TG-III/631/11

Copy to: PFA, All Indian Railways, for information & necessary action.

For Financial Commissioner, Railway Board

Copy to: PCCM, All Zonal Railways, for information and necessary action,

Accounts II, F(S)III, F(Comml.), TC(rates), TC(CR), TC-II, and Health Branches of Railway Board.



	MENU OF STANDARD ITEMS FOR MAIL/E	484 1144	
	Standard Menu (Breakfast)		
S.no	Veg Breakfast (Cutlet)	Quant	ity
	Ingredients	No.	Wt.
1	Bread slice	2 nos	50 gms
2	Vegetable cutlet	2 nos	100 gms
3	Butter in Blister Pack		Min 8 gms
4	Tomato Ketchup in sachets	1	Min 12 gms
5	Casserole	1	
7	Napkin	1	
-	Disposable spoon	1	
	Standard Menu (Breakfast)	1	
S.No.	Veg Breakfast (Idli & Vada Ingredients		
	ingredients	Quan No.	Wt.
1	ldli	No.	100gms
2	Vada	2 nos	60gms
3	Chutney in disposable cup	2 1103	50 gms
5	Casserole	1	8
6	Napkin Disposable spoon	1	
0	Standard Menu (Breakfas	1	
S.No.	Veg Breakfast (Upma & Va		
PRO NO. 12	ingredients	Qua No.	ntity
1	Upma	No.	Wt.
2	Vada	2 nos	100gms 60gms
3	Chutney in disposable cup	2 1103	50 gms
4	Casserole	1	30 gills
5	Napkin	1	
6	Disposable spoon	1	
2 2	Standard Menu (Breakf		
	Veg Breakfast (Pongal &	<u>Vada)</u>	
S.No	. Ingredients		uantity
	l P	No.	Wt.
1	Pongal		100gms
2	Vada		2 60gms
3	Chutney in disposable cup		50gms
4	Casserole		1
5	Napkin		1
6	Disposable spoon		1
) <u>182</u> 14.11.19	Page 8 o



Non-Veg Breakfast (Egg Omelette) S.No. Ingredients Quantity	is is gms gms
No. Wt.	is is gms gms
No. Wt.	is is gms gms
1 Bread slice 2 nos 50gm	gms gms
2 Omelette/Boiled Eggs 2 Eggs 90gm 3 Butter in Blister Pack 1 Min 8 g 4 Tomato Ketchup in Sachet 1 Igm 5 Salt sachets 1 1 Igm 6 Pepper sachets 1 0.5gm 7 Casserole 1 8 Napkin 1 9 Disposable spoon 1 Standard Menu (Lunch/Dinner) Veg Meal (Standard casserole) Ingredients Quantity No. Wt. Veg Meal (Standard casserole) Output	gms
3 Butter in Blister Pack	gms
A Tomato Ketchup in Sachet 1 Min 12gm	
4 Tomato Ketchup in Sachet 1 1 1 1 1 1 1 1 1	
Salt sachets	
Casserole	
7 Casserole 8 Napkin 9 Disposable spoon Standard Menu (Lunch/Dinner) Veg Meal(Standard casserole) Ingredients Quantity No. Wt.	
Standard Menu (Lunch/Dinner) Veg Meal(Standard casserole) Ingredients No. Wt.	
Standard Menu (Lunch/Dinner) Veg Meal(Standard casserole) Ingredients Quantity S.No. No. Wt.	
Veg Meal(Standard casserole) Ingredients S.No. No. Wt.	
Veg Meal(Standard casserole) Ingredients S.No. No. Wt.	
S.No. Ingredients Quantity No. Wt.	
S.No. Ingredients Quantity No. Wt.	
S.No. No. Wt.	
No. W.	
1 150) gms
1 Rice Plain) gms
2 2 Paratnas/4 Chapatis III wrappers) gms
3 Dal/Sambhar(Thick)) gms
4 Mix Veg(Seasonal)	
5 Curd 1 Min 12 6 Pickle in sachet 1 Min 12	2 gms
7 Casserole 3	
8 Napkin	
9 Disposable Spoon	
Standard Menu (/Lunch/Dinner)	
Non Veg Meal Standard Casserole (Egg Curry with Rice) S No. Ingredients Quantity	
S.No. Ingredients Quantity No. Wt	
1 15) gms
2 2 Parathas/4 Chapatis in wrappers 10	gms
3 Dal/Sambhar(Thick) 1 15	gms
4 Two Eggs Curry 15	gms
5 Curd 1 Min 8	
	2 gms
7 Casserole 3	
8 Napkin 1	
9 Disposable Spoon 1	
<i>n</i> Pag	e 9 of 10
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1/4.71.19	



	Standard Menu (Lunch/Dinner)		
	Non Veg Meal Standard Casserole Chicken Curry	with Rice	e)
S.No.	Ingredients	(Quantity
		No.	Wt.
1	Rice Plain	1	150 gms
2	2 Parathas/4 Chapatis in wrappers		100 gms
3	Dal/Sambhar(Thick)	1	150 gms
4	Chicken Curry(60gms boneless chicken & Gravy 90gms)		150 gms
5	Curd	1	Min 80gms
6	Pickle in sachet	1	Min 12 gms
7	Casserole	3	
8	Napkin	1	
9	Disposable Spoon	1	

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

1

Page **10** of **10**



Annexure-F (Revised Ala-Carte Menu)

ALA-CARTE ITEMS and SNACK MENU

NS	Item	Revised Menu and Tariff for A-la-Carte items Quantity/Nos. Servi	Carte
Vegitems		s and the second	
1	Chapati	2 Chapati- 30 gms each	Wrapped in Butter Paper
2	Kachori	2 Kachoris of 40 gms each + Branded Tomato Sauce Sachet	Wrapped in Butter Paper napkin and bio-degradabl
ω	Thatte Idly	100 gms Idly+40 gms. Chutney	Wrapped in Butter Paper napkin and bio-degradabl
4	Idly With Chutney/Sambhar	2 Nos. of 30 gms. Each + 40 gms. Chutney/Sambar	Packed in Casserole with Paper napkin & Wooden spoon
ъ	Bread Butter/Toast Butter (Sandwich Bread)	2 Slices of Bread+8-10 gms. Butter Chiplet	Wrapped in Butter Paper napkin and bio-degradabl
6	Aloo Bonda/ Sukhiyan/ Kozhukatta/ Sweet Bonda	2 Nos. of 50 gms each+ Branded Tomato Sauce Sachet.	Wrapped in Butter Paper napkin and bio-degradabl
7	Samosa	2 Nos 50 gms Each Samosa + Branded Tomato Sauce Sachet	Wrapped in Butter Paper napkin and bio-degradabl
8	Maddur Vada	2 No of 50 gms each + coconut chutney 15 gms	Wrapped in Butter Paper Pouch + with a disnapkin and bio-degradable disposable plate
9	Hot/ cold Milk with Sugar	250 ml. Branded Milk + 1 sugar sachet	Served in flask with Stirre wooden spoon
10	Masala/ Dal/ Medu Vada	2 Nos. of 40 gms. Each+40 gms. Chutney	Wrapped in Butter Paper
12	Onion/ Rava Utappam	110 gms. Dosa/ Utappam + 40 gms. Chutney	Packed in Casserole with Paper napkin & Wooden spoon
13	Dahi Vada	2 Nos. of 30 gms each+100 gms. Dahi	Packed in casserole with Paper napkin & Wooden spoon
14	Bread Pakora	80 gms of Pakora + Branded Tomato Sauce Sachet or 30 gms Chutney	Wrapped in Butter Paper Pouch + with a disposable napkin and bio-degradable disposable plate
15	Onion/Potato/Baigan/ Assorted Pakora/ Bhaji	100 gms of Pakora+Branded Tomato Sauce Sachet	Wrapped in Butter Paper Pouch + with a dis napkin and bio-degradable disposable plate
16	Dhokla	- FRI 11	Packed in casserole with Paper napkin & Wooden spoon
17 Poha		100 gms of Dhokia	



		Revised Menu and Tariff for A-la-Carte items	tems	
SN "Ite	Item	Quantity/Nos.	Service	Price inclusive of GST
18 Tc	Tomato/Veg./Chicken Soup	150 ml. (with 10 gms sachet of approved brand)	Paper cup-170ml & Wooden Soup spoon, Napkin	
19 Ga	Gatta Sabji	250 gms Gatta Sabji	Packed in casserole with Paper napkin & Wooden spoon	
20 Ma	Masala Dosa	70 gms. Dosa+80 gms. Potato Masala+40 gms.Chutney + 100gm Sambar	Packed in Casserole with Paper napkin & Wooden spoon	
21 Ta	Tamarind/Lemon/Curd/Coconut Rice	350 gms Rice + Branded Pickle Sachet	Packed in casserole with Paper napkin & Wooden spoon	
22 Pa	Paneer Pakora	02 Paneer Pakoda 60 gms each	Wrapped in Butter Paper Pouch + with a disposable napkin and bio-degradable disposable plate	
23 Ve	Veg Burger	35 gms Bun+75 gms. Cooked patty + Onion Tomato slice + Branded Tomato Sauce Sachet	Wrapped in Butter Paper Pouch + with a disposable napkin and bio-degradable disposable plate	
24 Ra	Rajma/ Chole Chawal	150 gm Rajmah/ Chole +200 gms Rice	Packed in casserole with Paper napkin & Wooden spoon	
25 Ch	Cheese Sandwich	2 pieces of Cheese Sandwich of 60 gms	Wrapped in Butter Paper Pouch + with a disposable napkin and bio-degradable disposable plate	
26 Ve	Veg.Noodles	300 gms. Of Veg. Noodles +Branded Tomato Sauce Sachet	Packed in casserole with Paper napkin & Wooden spoon	
27 Pa	Pav Bhaaji	2 Nos. of Pav weighing 30 gms + 200 gms Bhaaji	Packed in casserole with Paper napkin & Wooden spoon	
28 Da	Dal Bati Churma	250gms. Dal Bati Churma + 30gms Lehsun Chutney	Packed in casserole with Paper napkin & Wooden spoon	100
29 Boiled	Items Boiled Egg	2 Egg	Wrapped in Butter Paper Pouch + with a disposable napkin and bio-degradable disposable plate	30
30 Ch	Chicken Sandwich	2 pieces of Chicken Sandwich of 60 gms	Wrapped in Butter Paper Pouch + with a disposable napkin and bio-degradable disposable plate	50
31 Eg	Egg Fried Rice/ noodles	350 gms. Of egg Fried Rice of Basmati Rice/ noodles	Packed in casserole with Paper napkin & Wooden spoon	90
32 Fis	Fish Cutlet	2 Piece of Fish Cutlet of 50 gms+20 gms Finger Chips +Branded Tomato Sauce Sachet	Wrapped in Butter Paper Pouch + with a disposable napkin and bio-degradable disposable plate	100
33 Fis	Fish Curry/ fry	2 Pieces of Fish of Popular variety without head and tail (weighing 100 gms) +100 gms curry (100 gms frid fish, without curry)	Packed in casserole with Paper napkin & Wooden spoon	100
	Chicken Fried Rice/noodles	350 gms. Of chicken Fried Rice of Basmati Rice/ noodles	Packed in casserole with Paper napkin & Wooden spoon	100
	icken Fried Rice/ noodles		Packed in casserole with Paper napkin & Wooden spoon	a I
34 Chi				



Majara				
			tems	Ragi items
80	Packed in casserole with Paper napkin	het	Spring Roll	55
80	Packed in casserole with Paper napkin	08 nos of 20gms each + Chutney	Chicken Momo	54
50	Packed in casserole with Paper napkin & Wooden spoon	200gm Rice + 150 gm Dalma+ 30 gm Tomato chutney	Rice Dalma	53
50	Packed in casserole with Paper napkin & Wooden spoon	350 gm Khichdi + 30gm chutney+ pickle sachet	Khichdi	52
50	Packed in casserole with Paper napkin & Wooden spoon	04pcs of Stuffed Litti 50gms each + Chokha 100gms	Litti Chokha	51
50	Packed in casserole with Paper napkin	08 nos of 20gms each + Chutney	Veg Momo	50
40	Packed in casserole with Paper napkin	02 pieces 50 gms each + 100 gms Ghugani		49
40	Packed in casserole with Paper napkin	02pcs of Pao 30 gms each + Ghugani 200gms		48
40	Packed in casserole with Paper napkin	02 Pcs of Palam Puri 50gms each		47
40	In food grade paper box, wooden spoon + paper napkin	01 nos of 100gms	Pastry	46
30	In disposable paper box with paper napkin and wooden spoon	100 gm bhel puri/ jhaal Murhi	Bhel Puri/ Jhaal Murhi	45
30	Wrapped in Butter Paper Pouch + with a disposable napkin and bio-degradable disposable plate	02 nos of Vada 30gms each + 02 nos of Pao 15-20gms each + Ketchup Sachet + Green Chilly	Vada Pao	44
30	Wrapped in Butter Paper Pouch + with a disposable napkin and bio-degradable disposable plate	01 nos of 50gms each + Ketchup Sachet	Pyaz Kachori	43
30	Wrapped in Butter Paper Pouch + with a disposable napkin and bio-degradable disposable plate	Stuffed Veg Patties 100gms + Ketchup Sachet	Veg Patties	42
			Additional Items recommeded by Zones	dditio
50	Packed in casserole with a disposable napkin	02 Egg White Omlete with 2 Slice Whole Wheat Bread	Egg White Omlete with 2 Slice Whole Wheat Bread	41
40	Served in paper cup-170ml with Paper napkin & Wooden spoon	30 gms. Of Branded Corn Flakes + 150 ml Milk	Corn Flakes with Milk	40
40	Served in paper cup-170ml with Paper napkin & Wooden spoon	30 gms. Of Oats + 150 ml Milk	Oats Branded with Milk	39
30	Packed in casserole with Paper napkin & Wooden spoon	100 gms.	BoiledVegetabls	38
			Diabetic Items	iabet
20	Packed in casserole with Paper napkin & Wooden spoon	100 gms. Of Kesari Bhath	Kesari Bhath	37
20	Packed in casserole with Paper napkin & Wooden spoon	30gms. Of Gulab Jamun	Gulaab Jamun	36
20	Packed in casserole with a disposable napkin	60 gms. Of Jalebi	Jalebi	35
Price inclusive of GST	Service P	Quantity/Nos.	'Item	SN
	items	Kevised Menu and Lariff for A-la-Carte Items		



mund /				
50	Packed in casserole with Paper napkin & Wooden spoon	Ragi Upma 100 gms + Coconut Chutney 50 gms + Sev 25 gms /150 gms	Ragi Upma	63
40	Packed in casserole with Paper napkin & Wooden spoon	curd (80 gms), mint or	Ragi Paratha	62
40	Packed in casserole with Paper napkin & Wooden spoon	02 Nos Ragi Thepla (100 gms) with curd (80 gms), mint or lehsun chutney and pickles (12 gms).	Ragi Thepla	61
40	Packed in casserole with Paper napkin & Wooden spoon	100 gms Uttapam with mint/onion tomato chutney-80 gms Packed in Casserole & Chutney in Alu. Foil.	Ragi Uttapam	60
40	Packed in casserole with Paper napkin & Wooden spoon	100 gms Dosa /with mint/onion tomato chutney-80 gms Packed in Casserole & Chutney in Alu. Foil.	Ragi Dosa (Masala)	59
40	Packed in casserole with Paper napkin & Wooden spoon	2 Nos Ragi Idli (100 Gms) with 40 Gms coconut chutney	Ragi Idli	58
30	Wrapped in Butter Paper Pouch + with disposable napkin and bio-degradable disposable plate	2 Kachoris of 40 gms each + Branded Tomato Sauce Sachet	Ragi Kachori	57
30	Packed in casserole with Paper napkin & Wooden spoon	02 Nos of Branded packed sweet Raagi Laddoo	Ragi ladoo	56
Price inclusive of GST	Service	Quantity/Nos.	'Item	NS
	items	Revised Menu and Tariff for A-la-Carte items		



Annexure-G

Specifications of Uniform

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



Annexure-H

Specifications of Compartmentalized biodegradable tray



Annexure-I Established complaints and penalties to be imposed

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

Level of Complaint Type of Complaint		Fine/Penalty for first occurrence	
Level I	 Cold food served Delay in service of food Not responding to the passengers Poor presentation of food in tray, leaking of casseroles, bagasse Discourteous service. Non availability of digital mode for payment by passenger 	Rs 5000	
Level II	 Use of plastic tray/ crockery/ cutlery Personal Hygiene of Waiter is bad such as torn and unwashed uniforms, untrimmed nails, non wearing of cap / apron/shoes/ name badge etc. Unhygienic handling of food Use of toilet water for washing of service ware and utensils. 	Rs 10000	
Level III	 Choice of food Veg/ Non Veg not provided Hair found in food Less weight of food Talking in harsh tone with Passenger. 	Rs 15000	
Level IV	 Providing additional item in std. meal without order and demanding more money Foreign inert particles such as wood, metal, plastic etc found in food Expired or Stale food served Complaints of sickness after consumption of food. 	Rs 25000	
Level V	 Insect found in food such as flies / worms/cockroaches/ ants etc Use of Abusive language with the Passenger Non issuance of electronic Bill. Overcharging. 	Rs 50000 Second occurrence within 3 months Rs 1 Lakhs	
Level VI	 Man Handling the Passenger Lizard, mouse etc found in food Hospitalization of passengers attributable to food poisoning 	Minimum Rs 2 Lakhs Maximum Cancellation of License	

Note:-

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



Geveryment et india (Sharat Sarfar) Riefstry et Raitways (Reil Montralaya) (Reilway Board)

No.2009/TG-V/12/2.

New Delhi, doled. (\$12,2010.

Chief Commercial Managers, All Ional Railways.

Managing Director, (RCTC, New Deihl.

Commercial Circular No. 6e /2010.

Sub: Revised norms for deptoyment of catering staff on Indian Rollways.

Ref: Rajiway Board's Commercial Circulars No.41/2005.52/2005.
60/2006 and 51/2009.

Keeping in view the trend of increased cassenger growth, introduction of new types of trains and the augmentation of carrying capacity of passenger trains regularly by attaching padificual couches, the modifierings been further reviewed in Board's office and it has been decided that in supersession of Board's earlier norms as stipulated in Board's Commercial Circulars referred to above, following revised norms may be followed in regard to trains running with Pantry Cat/Mini Pantry or provided with TSV as the case may be, "or deployment of Catering Staff:

	1rgins !	Defails of staft
П .	Rajdhani/Duronto Express Trains	
	Supervisory Staff	 One Assit Manager
	,	 Two Supervisory Staff
	Kitchen Staff in Partry Cor	One Cook
	1	 One Assistant Cook
		• ™oHepers
	:	Three Cleaners
	Hirst AC Class	• !wo Wailers (per coach)
		 One Helper (per ocach)
	AC Two Fier/AC 14ree Tier/ACC	 One Walter (per coach)
I	·	One Helper (per coach) indupor 1eq1eH enC
	Sleeper Class (in Duronto Express	 One Water (per accach)
!	[wherever provided]	 One Helper (per coach)
1.2	Shalabdi Express Irains	أد و السام المسام المسام الموسود السام
	Supervisory Staff	 Оле Asstt. Manager
	<u> </u>	•) wo Supervisors
	Executive Class	 Two Walters (per coach)
!		
!	AC Chair Car	 One Writer (per coach)
L	<u> </u>	[e_One Helper (per coach)



Annexure-K

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

S. No.	Items	Convenience Charge (excluding GST)Rates payable by Service Provider per piece (Rs Supply of material by IRCTC.)
1.	Paper cups	0.30
2.	Tray mat – for meal tray	0.20
3.	Tray mat – for morning tea/soup	
4.	Menu cards	4.00
5.	Thermos flask	25.00
6.	Paper napkin	0.05

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



Annexure-L

Agreement towards Waiver under Section 12(5) and Section 31-A (5) of Arbitration and
Conciliation (Amendment) Act
I/we
Brief of claim:
Claim 1- Detailed at Annexure- Claim 2- Detailed at Annexure- Claim 3- Detailed at Annexure-
I/we do agree to waive of applicability of Section 12(5) of Arbitration and Conciliation (Amendment) Act.
Signature of Claimant Signature of Respondent
I/we(Name of Claimant) with reference to agreement dated hereby waive of applicability of subsection 31A (2) to 31A (4) of Arbitration and Conciliation (Amendment) Act. We further agree that cost of arbitration will be shared by the parties in terms of Arbitration clause of the agreement.
Signature of Claimant Signature of Respondent



Annexure-M

INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact of IP) is made on
day of, 2024 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

Preamble

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

The essential ingredients of the Pact include:

Section 1- Commitments of IRCTC

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

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



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

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

- (1) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the IRCTC's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to.
- (2) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal with respect to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (3) The Bidder(s)/Contractor(s) will not commit any offence under IPC/PC Act. Further the Bidder(s)/Contractor(s) will not pass any information or document provided by IRCTC as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically to others
- (4) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of their Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of their foreign principals, if any.
- (5) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments to be made by them to agents, brokers or any other intermediaries in connection with the award of the contract.
- (6) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (7) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- (8) In case of a Joint Venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all the sub-contractors also sign the IP.In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.



(9) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Previous Transgression

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

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

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

Section 5 - Compensation for Damages

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

Section 6- Independent External Monitor

- (1) IRCTC has appointed competent and credible Independent External Monitor (IEMs) for implementation of the Integrity Pact after approval by Central Vigilance Commission. The task of IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under the Pacton 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.



Limited Tender Document no.:- Mail Express 5 Revision 1/6+6.

- (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)	



Annexure-N

भारत सरकार GOVERNMENT OF INDIA रेल मंत्रालय MINISTRY OF RAILWAYS (रेलवे बोर्ड RAILWAY BOARD)

No. 2017/TG-III/645/02 Pt-I

New Delhi, dated: 23/08/2022

The Principal Chief Commercial Managers, All Zonal Railways.

Sub:- Flameless cooking in pantry cars of trains booked under FTR.

Ref: - Board's letter of even no. dated 02.06.2022.

With reference to Board's letter mentioned above, it is clarified that there is no restriction on flameless cooking in pantry cars of trains including those booked under FTR subject to strict compliance of all fire safety related protocols.

(A. Rangarajan)

Dy. Director/Catering

Railway Board

Copy for kind information to:

- (i) Advisor/MR
- (ii) EDPG/MR
- (iii) OSD/MR
- (iv) OSD/Coord/MR
- (v) EDPG/MoSR(D) for kind information of Hon'ble MoSR(D).
- (J) EDPG/MoSR(J) for kind information of Hon'ble MoSR(J).
- (vii) Sr PPS to Chairman & CEO for kind information of Chairman & CEO.
- (viii) Sr PPS to M/O&BD for kind information of M/O&BD.

