



CIN No. L74899DL1999GOI101707

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

OPEN E-TENDER CUM AUCTION BID DOCUMENT FOR OPERATION, MAINTENANCE AND PROVISION OF CATERING SERVICES IN/THROUGH REFRESHMENT ROOMS (KITCHEN UNIT) FOR A PERIOD OF 5 YEARS

S. No	Unit	Station	Railway
1	Refreshment Room	INDORE	Western Railway

Date of Pre-Bid Meeting : 01.03.2023 at 15:00 Hrs
Last date and Time of Submission of bids : 20.03.2023 up to 15:00 Hrs
Date and Time of Opening of bids : 20.03.2023 at 15:30 Hrs
Earnest Money deposit : Rs 2.00 Lakhs



OPEN E-Tender No. – IRCTC/WZ/E-Tendering/RR/2023/I

Group General Manager
Indian Railway Catering and Tourism Corporation Ltd.
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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 herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.

INDIAN RAILWAY CATERING AND TOURSIM CORPORATION LIMITED

NOTICE INVITING E-TENDER

Sub: OPEN E-TENDER CUM AUCTION BID DOCUMENT FOR PROVISION OF CATERING SERVICES IN / THROUGH REFRESHMENT ROOMS IN RAILWAY STATIONS.

Indian Railway Catering and Tourism Corporation Ltd (IRCTC) invites bids through Open E-Tender for award of license for provision of catering services in / through Refreshment Rooms at Railway stations as under.

S. No	Station	Category of Station	Division	Railway
1	Indore	A1	RTM	Western Railway

1. Period of the license - 5 Years.
2. **Bidders are required to deposit EMD of Rs 2 lakhs for each Refreshment Rooms through tender web site itself prior to submission of E-Tender. EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.**
3. The bids will consist of two packet system i.e. Technical and Financial Bids. Technical Bid will consist of Technical and other conditions as laid down in the Bid document. Financial bid shall consist of the financial aspects as per conditions laid down in the Bid document.
4. Evaluation of financial bid will be done individually for the set of Refreshment Room, mentioned above.
5. The successful tenderer shall be intimated about the Award of Work and EMD of other unsuccessful tenderers shall be returned without any interest within one month from the date of award of license. No interest shall be payable on EMD. EMD of successful bidder will be refunded on submission of acceptance and payment of Security deposit.
6. The bid shall remain open for acceptance for 120 days from the date of opening of E-Tender.
7. Indian Railway Catering and Tourism Corporation Limited., reserves the right to reject any/all E-Tenders without assigning any reason.

The Notice Inviting E-Tender and Instructions to tenderers, Special Conditions, Technical Criteria, Offer Forms, E-Tender Schedule shall form the part of Tender Documents. The E-Tenders received will be evaluated by the IRCTC to ascertain the highest acceptable E-Tender on licensee fee quoted for the Refreshment Room mentioned in the table Serial number wise separately in “ Notice Inviting E –tender”.

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

(A Government of India Enterprise)

INSTRUCTIONS TO TENDERERS

The Indian Railway Catering and Tourism Corporation Limited (IRCTC) proposes to obtain E- Tender Cum Auction for **PROVISION OF CATERING SERVICES IN / THROUGH REFRESHMENT ROOMS IN RAILWAY STATION.**

1. General:

Date & Time up to which offers will be submitted : **20.03.2023 by 15:00 Hrs.**
Time for online Opening of Financial Bid (Part B) : To be intimated separately to the tenderers short-listed on the basis of technical bids.

- i. This Tender Document can only be viewed <http://eprocure.gov.in>, <http://www.irctc.com>, & <http://www.tenderwizard.com/IRCTC> and will be submitted/ received only at <http://www.tenderwizard.com/IRCTC> only.
- ii. This tender document is a comprehensive document for One (01) Refreshment Room (Kitchen Unit). The bidders may participate in the tender for one or more units with this single tender document, by submitting their bids against each unit, as the case may be.
- iii. EMD shall be paid through the e-tendering website www.tenderwizard.com/IRCTC. In case of non submission of the said EMD through e-tendering website, the bid will be summarily rejected. It may be noted that the **EMD of Rs 2 lakhs for each Refreshment Room is to be deposited mandatorily.** It may also be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
- iv. To participate in the E- Tender, it is mandatory for the bidders to register themselves free of cost, on the website www.tenderwizard.com/IRCTC and obtain User ID & password which is required for submitting the tender. It may please be noted for submission of bid, Class-III digital signature is required.
- v. **The applicant should upload complete set of documents in support of eligibility criteria.**
- vi. Corrigendum/Addendum to this Tender, if any, will be published on website www.irctc.com, www.tenderwized.com/IRCTC. No newspaper press advertisement shall be issued for the same.
- vii. For any difficulty in downloading & submission of tender document on website www.tenderwized.com/IRCTC, please contact at **tenderwizard.com helpdesk no. 011-49424365 or cell no. 8800115628.**
- viii. The digital signature of the bidder on the E- tender form will be considered as confirmation that the bidder has read, understood and accepted all the conditions referred to in the tender documents. **It may please be noted that in case of deviation quoted by bidder, offer will be passed over without further correspondence/communication.**

2.0 The E-Tender is based on two bid system i.e. Technical bid and Financial bid.

- 2.1 **Technical bid** –This shall form the basis of ascertaining the Technical and Financial credentials as prescribed of the tenderer. Following documents are to be scanned and uploaded with:-

Technical bid:-

- I. Form for Eligibility Criteria Annexure –I stamped dated and signed including Annexure IA, Annexure –IB , Annexure-IC , Annexure-ID and Annexure-IE
- II. The offer form - Technical Bid (Annexure -II) stamped, dated, and signed.
- III. All the details/relevant self attested complete set of documents as per Eligibility Criteria i.e. Balance sheets and Profit & loss account of any three last financial years out of the last five financial years completed Financial years viz 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 duly audited by Statutory auditors and currently valid FSSAI licenses for two units.

All the documents, in support of Technical Bid should be self attested, stamped, scanned and uploaded.

Please note:- Uploading of above documents means that the bidder has accepted all the terms and conditions mentioned in the tender document/corrigendum & as such, at this stage, there is no need to upload tender documents and corrigendum along with bid except as prescribed herein.

- 2.2 **Financial bid** - This shall consist of E-Tender schedule duly filled in the format specified herein in accordance with the instructions and other relevant provisions mentioned in this Tender document.

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

3.0 Validity:

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

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

- 4.1 Stage I:** The Technical bid of all the offers that are received within the date and time mentioned herein shall be opened after due date and time. The technical suitability of the tenderers shall be evaluated based on eligibility criteria and verification of the document submitted by tenderer with the technical bid. The financial bid of only those tenderers shall be opened who are shortlisted in stage I.
- 4.2 Stage II:** The date and time of opening of the Financial Bid shall be intimated to the shortlisted tenderers and shall be opened at such appointed date and time. Both the bids will be opened electronically and will be immediately available on tender uploading site for viewing to bidders. However, if bidders wish they may remain present at the time of electronic opening of bids at IRCTC, West Zone Office/ CSMT.

4.3 During E-Tender evaluation, the IRCTC may, at its discretion, ask the tenderer for a clarification of its bid. The request for clarification and response shall be in writing. No change in the price or substance of the E-Tender shall be sought, offered or permitted, in response.

4.4 The E-Tenders received will be evaluated by IRCTC to ascertain the highest acceptable E-Tender on licensee fee quoted for respective Refreshment Rooms (Kitchens units).

5.0 Rates

5.1 The bidders are required to quote a single license fee without GST. The GST applicable will have to be paid extra by the successful bidder.

5.2 The license fee finalized against this E-Tender shall be valid for a period mentioned in Contract.

5.3 IRCTC reserves the right to extend the contract period beyond 5 years solely for operational reasons on the same rates, terms & conditions.

5.4 Prior to the detailed evaluation, IRCTC will determine whether each bid is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is:

- a. One that limits in any substantial way the scope, quality, or performance of the product/material/stores.
- b. One that limits, in any substantial way that is inconsistent with the Tender documents, IRCTC rights or the successful bidders' obligations under the contract; and
- c. One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.

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

6.0 Earnest Money:

6.1 Bidders are required to deposit EMD through the e-tendering website www.tenderwizard.com/IRCTC only. In case of non submission of the said EMD, the bid will be summarily rejected. It may be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.

6.2 The Earnest Money of unsuccessful bidder shall be returned within 30 days of the finalization of the tender.

6.3 No interest shall be payable by the IRCTC on the Earnest Money.

6.4 The Earnest Money of the successful tenderer will be returned after the Security Deposit as required is furnished.

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

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

9.0 Withdrawal of Bids-

9.1 If Bidder withdraws its bid before opening of tender by uploading the letter in e- tender site, EMD of bidder will be refunded if already deposited.

9.2 If bidder withdraws its bid before opening of Financial bid in writing and the letter is uploaded in the tender site before opening of Financial bid, EMD of such bidder will be forfeited.

9.3 If bidder withdraws after opening of Financial bid EMD of bidder will be forfeited. In such cases if bidder becomes highest bidder after opening of Financial bid, EMD shall be forfeited along with debarment of bidder 2 year from participation in any future tenders of IRCTC.

10. Discrepancies:

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

1. Railway latest Catering Policy as applicable from time to time.
2. Articles of agreement
3. General Conditions of Contract
4. Instructions to the Tenderers
5. Financial bid
6. Technical bid

INSTRUCTIONS FOR E-TENDER CUM AUCTION

E- Auction event may be carried out among the Technically qualified bidders, for providing opportunity to the Bidders to quote price dynamically for the work, for which tender is floated.

Parameters for E- Auction*

Estimated Cost/Entry Start Price/Reserve price for e- Auction	H1 Price of the financial bid of the Technically qualified bidders*
Lowest Increment Value	To be decided/declared by IRCTC (user department) if any
Minimum Bid-Increment	----- (Value in Currency) to be decided by user department
Maximum Bid –Increment	----- Decided by IRCTC
Major Break-up of elements	To be given by user department
Eligible Bidders to participate in e- Auction	All technically qualified bidders have to give declaration (sample proforma to be decided by user department)
Start date & time of e- Auction	-----at-----hrs
Duration of e- Auction	02hrs
Automatic Extension of “ Auction closing time” if the last bid received within a pre-defined time duration before the “ Auction closing time”	Yes
Pre-defined Time duration (as mentioned above)	05 minutes
Time duration of automatic extension	10 minutes
Maximum number of auto extension	06 auto extensions
Criteria of Bid-Acceptance	‘Beat on starting last quoted price’, as well as, ‘Beat on Rank-1 Bid value’
Display of Highest Bid (H1)	Yes (to all Bidders)

IRCTC reserves the right to reject any or all the tenders without assigning any reason thereof.

*Note:

i). After evaluation of bids i.e. technical and opening financial bid, IRCTC will decide whether to conduct e- Auction or re-sort through normal e-Tender without e-auction. For Auction intimation would be sent by IRCTC to bidders in advance and bidders need not come to IRCTC office for e- Auction.

ii) In case number of technically qualified bidders are three or more the e- auction will be conducted. In case the number of technically qualified bidders is upto two, tender will be decided based on initial price offer(s). The highest total price quoted by technically qualified bidders in the financial bid, will be the opening price for e- auction. In case there are 3 to 6 technically qualified tenderers, three highest tenderers will be called for auction. In case there are more than six technically qualified tenderers, 50 % of technically qualified vendors (rounded off to next higher integer) will be called for Auction. In this case the bids disallowed from participating in the Auction shall be the lowest bidder(s) in the tabulation of initial price offer. In case the lowest bidders quote the same rate, the initial price offer received last shall be removed first on the principal of last in first out.

PROCESS OF E- AUCTION

- i) All the Bids received shall be opened on the date and time mentioned above in the tender notice. Financial bid opening of the qualified bidders shall be informed on subsequent date, which will be notified to such bidders. The sequence of opening shall be:
 - A Earnest Money Deposit (EMD)
 - B Technical Bid
 - C Financial Bid
 - D e- Auction
- i) For the proposed e- auction, only technically qualified Bidders having a valid digital certificate alone shall be eligible to participate.
- ii) Business rules like event date, time, start price, bid increment, extensions, etc. will be communicated for compliance by the Bidder through IRCTC e-Procurement portal i.e. www.tenderwizard.com/IRCTC.
- iii) The Service Provider will provide all necessary guidance before commencement of online bidding on Internet. Bidder if required can avail the guidance of service provider (tenderwizard.com helpdesk no 011-49424365 or cell no 09599653865) to get acquainted with the system.
- iv) E- auction will be conducted on scheduled date & time.
- v) Start price for the e- Auction will be notified by IRCTC (i.e. H1 the highest price of financial bid of the technically qualified bidders).
- vi) All the bids made from the log-in ID given to bidder will be deemed to have been made by the Bidder to whom log-in ID and password were assigned by the service provider / auctioneer.
- vii) Any bid once made through registered Log-in ID / password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to execute the work as per the bid price of e- Auction.
- viii) Every successive bid by the Bidder being incremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- ix) IRCTC shall conduct the e- auction in such a way that two different bidders cannot bid identical price as after accepting first bid, the system will not accept second bid of the same price. In other words, there shall never be a "Tie" in bids through on line e- auction.
- x) At the end of e- auction event, the highest Bid value will be known on the network.
- xi) The e- auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
- xii) In case IRCTC decides not to go for e- auction procedure for this tender enquiry, the financial bids already submitted and opened, shall be evaluated as per standard practice of IRCTC.
- xiii) IRCTC's decision on award of Contract shall be final and binding on all the Bidders.

Terms & conditions of e- Auction

IRCTC may conduct e-Auction among the technically Qualified bidders for providing opportunity to the Bidders to quote the price dynamically for the work, for which tender is floated.

A. Salient features of e- Auction:

- i) Bidders who are technically qualified in terms of the relative Terms & Conditions of the tender and accept all the Terms & conditions of e-Auction, can only participate in e- Auction related to the work for which tender is floated.
- ii) Bidders should ensure that they have valid digital certificate well in advance to participate in the e-Auction. IRCTC and / or Service Provider will not be responsible in case Bidder could not participate in e-Auction due to non-availability of valid digital certificate.
- iii) The bidder would be responsible for the validity of its registration on e-Tendering Portal i.e. www.tenderwizard.com/IRCTC.
- iv) The date & time of commencement of e-Auction and its duration of time shall be communicated to the eligible Bidders at least **03 days** prior to the e- Auction date through tenderwizard portal / e-mail / fax.
- v) IRCTC reserves the right to postpone/change/cancel the e-Auction event even after its communication to Bidders without thereof assigning any reasons.
- vi) E- Auction will normally be for a period of two hours. If a Bidder places a bid price in last 05 minutes of closing of the e- auction, the auction period shall get extended automatically for another 10 minutes. Maximum 6 extensions each of 10 minutes will be allowed after auction period of 02 hours. In case there is no bid price in the last 5 minutes of closing of e- Auction, the auction shall get closed automatically without any extension.
- vii) The time period of e- auction and maximum number of its extensions and time are subject to change and will be conveyed to eligible bidders 3-5 days before the start of the Auction event through tenderwizard portal/e-mail.
- viii) During e- Auction, if no bid is received within the specified time, IRCTC, at its discretion, may decide to revise start price/scrap the e- auction process/extend the date of e- auction/proceed with already opened financial bids.

B. Bidding Currency: Bidding will be conducted in Indian Rupees (INR).

C. Start Price:

- i) The Highest total price (as per the evaluation criteria defined in the bidding Document) quoted by technically qualified Bidders in the financial bid opened before e-auction, will be the opening price for e- auction.
- ii) The start price of an item in online auction is open to all the technically qualified bidders who have been called to participate in e- Auction. Bidders are required to start bidding after announcement of Start Price and increment amount.
- iii) Any of the Technically qualified bidder (called for e- auction) can start bidding in the online auction from the start price itself.
- iv) Please note that the first online bid that comes in the system during the online auction is at least more than the auction's start price by one increment.

D. Incremental Bid Value:

- i) Bidder is required to quote their bid price only at a specified increment value.....(will be informed later on).
- ii) Bidder need not quote bid price at immediate next available higher level but it has to be higher than specified increment value.

E. Web Portal and Access:

- i) In order to ward-off contingent situation bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the e- auction successfully.
- ii) However, the vendors are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
- iii) Failure of power at the premises of vendors during the e- auction cannot be the cause for not participating in the e- auction.
- iv) On account of this, the time for the auction cannot be extended and IRCTC shall not be responsible for such eventualities.
- v) IRCTC and / or Service Provider will not have any liability to Bidders for any Interruption or delay in access to site of e- Auction irrespective of the cause.
- vi) Neither IRCTC nor service provider/auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc.

F. Transparency in Bids:

All bidders (Called for Auction) will be able to view during the auction time the current highest price on portal.

G. Masking of Names:

- i) Bidder (Called for Auction) will be able to view the following on their screen along with the necessary fields in e- Auction:
 - Opening Price
 - Leading / highest Bid Price in Auction (only total price)
- ii) Names of bidders/ vendors shall be anonymously masked in the e- Auction process and vendors will be given suitable dummy names.

H. Finalization of the Successful Bidder:

- i) IRCTC will evaluate and will decide upon the winner i.e. Successful Bidder. IRCTC's decision on award of Contract shall be final and binding on all the Bidders.
- ii) Successful Bidder is bound to execute the work at their final bid price of e- Auction. In case of back out or non-execution as per the rates quoted, IRCTC will take appropriate action against such Bidder and / or forfeit the Bid Security amount and debar him from participating in future for 2 years.
- iii) In case IRCTC decides not to go for e- Auction related to the work/procurement for which tender is floated, the financial bids already submitted and opened shall be evaluated as per IRCTC standard practice.

I. Bidder's Obligation:

- i) Bidder shall not himself or any of his representatives in price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If any such practice comes to the notice, IRCTC shall disqualify the vendor/bidders concerned from the e- auction process.
- ii) Bidder shall not divulge either his Bid details or any other details of IRCTC to any other party without written permission from IRCTC not involve himself or any of his representatives in Price

J. Change in Terms & Conditions of e- Auction:-

- i) Any change as may become emergent and based on the experience gained shall be made only by tender inviting authority of IRCTC.
- ii) IRCTC reserves the right to modify/withdraw any the Terms & conditions of e- Auction at any point of time.
- iii) Modifications of Terms & conditions of e- Auction, if any, will be communicated to technically qualified bidders.

K. Errors and Omissions:

On any issue or area of material concern respecting e- Auction not specifically dealt with in these rules, the decision of IRCTC shall be final and binding on all concerned.

IMPORTANT NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as- a short period before bid-submission deadline, during online public tender opening event, during e- auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e- auction service-provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of IRCTC by the bidders in time then IRCTC will promptly reschedule the affected events(s).

Eligibility Criteria

SN		Documents required to be scanned & uploaded	Details	Page nos.
			(To be filled by the bidder)	
Mandatory Criteria				
1	Should not be debarred/blacklisted/banned by IRCTC or Railways or Ministry of Railways/ other CPSUs/ Govt. Dept.	Self Declaration Annexure-IA. (No change in format /declaration is permissible)	Submitted/ Not Submitted	
2	The bidder should have at least <u>Two operational catering outlets</u> viz. restaurant, canteen, institutional kitchen, base kitchen etc. wherein production of meals in kitchens is being carried out either in Railways or outside Railway premises. Note: FFUs controlled by Indian Railways/ IRCTC will not be considered.	Copy of Currently valid Food License (FSSAI) for at least two units where production of meals in kitchens takes place are to be scanned and uploaded.	Submitted/ Not Submitted	
3	Minimum 5 (Five) years experience in the field of Catering/Hospitality in India	(For establishing that the firm is in catering business for the last five years, turnover of Financial Years (2017-18 & 2018-19, 2019-20 , 2020-21 and 2021-22) given as per Annexure IB will be considered.		
4	Average Minimum Annual turnover • For A1 class stations: Rs. 75 Lakh (for RR-Indore). The bidder should have Average Minimum Annual turnover as applicable mentioned above from catering / hospitality business in of any three last financial years out of the last five financial years completed Financial years viz 2017-18, 2018-19, 2019-20, 2020-21and 2021-22 involving only production and sale/service of cooked food items, Sales of beverage and packed items. Turnover in any of the last 03 financial years should not be NIL. Note: Trader/Stockiest/Distributors are not eligible.	Following documents shall be scanned and uploaded:- 1. Audited Balance sheet and profit & loss account of any three last financial years out of the last five financial years completed Financial years viz 2017-18, 2018-19, 2019-20, 2020-21and 2021-22 stamped dated and signed. 2. Duly signed and stamped Certificate from Chartered Accountant (CA) (in the format of Annexure IC) that the turnover figures for of any three last financial years out of the last five financial years completed Financial years viz 2017-18, 2018-19, 2019-20, 2020-21and 2021-22 are reconciled as per VAT/Service Tax/GST returns. 3. The applicant shall also submit an affidavit showing the segment wise		

		turnover as per total amount shown in GSTR 3B including the turnover from Catering & Hospitality business and details of taxes paid in the format Annexure ID. (No change in format /declaration is permissible)		
5	Details of bidder	An undertaking on letterhead of firm providing details of Bidder in Annexure IE is to be scanned and uploaded. (No change in format /declaration is permissible)	Submitted/ Not Submitted	

Please note: - There is no need to upload complete tender documents except as prescribed herein and corrigendum along with bid.

- The data submitted by the successful bidder, in compliance of the above eligibility conditions shall be subject to verifications by IRCTC itself or through an agency appointed by IRCTC, for which all necessary documents shall have to be essentially provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of license fee and Security deposit. In such eventuality the successful bidder will also be debarred for 3 years from participating in the future projects of IRCTC.
- Successful bidder will submit all desired information including printouts of required IT, GST, ESI & PF accounts / passwords if required for forensic audit.

Non submission of any of the document listed above in 'Mandatory Criteria' will lead to summarily rejection of the offer and no correspondence in this regard shall be made /entertained.

Annexure-‘IA’

Self Declaration

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

1. That I am an authorized signatory of the company/firm.....and
hence competent to sign this declaration.
2. That company/firm namely.....has not been debarred/
blacklisted/ banned by IRCTC / Ministry of Railways/other CPSUs/Govt. Dept/GOI
currently.
3. That I undertake to inform IRCTC about any debarment/blacklisting imposed by
IRCTC or any other PSU/ /any Govt Deptt, Ministry in future and understand that
action as per law and contract conditions will be taken by IRCTC.

Signature of the bidder

Seal

Date

(Please note- No change in format/declaration is permitted)

Annexure-‘IB’

**Certificate by Chartered Accountant
(On the letter head of Chartered Accountant)**

This is to certify that Sales Turnover of M/s _____ for the previous Five (05) Financial years i.e. from catering business in India involving Production and Sale/Service of food items is as follows-

S. No	Financial Year	Turnover
01	2017-18	
02	2018-19	
03	2019-20	
04	2020-21	
05	2021-22	

Signature of the chartered Accountant

Name of the Chartered Accountant

Name of the Firm

Seal

UDIN NO.

Date

**Certificate by Chartered Accountant
(On the letter head of Chartered Accountant)**

A) This is to certify that turnover of M/s _____ having its office at _____ from catering / hospitality business as mentioned below is duly reconciled with VAT / Service Tax/GST returns in of any three last financial years out of the last five financial years completed Financial years viz 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 in India. This turnover is from units which undertake production and sale/service of cooked food items. Further, the turnover mentioned below should not be from trading/ stockiest or distributorship.

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

Turn over from Catering and Hospitality business (In INR)			
Any three last financial years out of the last five financial years completed Financial years viz 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22			
FY	FY	FY	Average

Signature of the chartered Accountant

Name of the Chartered Accountant

Name of the Firm

Seal

UDIN No.

Date

(Please note- No change in format/declaration is permitted)

Annexure-ID

I, -----, S/o Sh.----- aged about----- years, Proprietor/Partner/Authorized signatory of M/s -----do hereby solemnly affirm and declare as follows:-

1.0 I say that I am an authorized signatory of the Company /firm----- and hence competent to sign and swear this affidavit.

2.0 I hereby submit the following segment wise turnover and tax deposited (Net of ITC Claimed) with returns of GSTR3B on Pan India basis for the financial Year **2020-21 & 2021-22**

S.N	Segment	2020-21		2021-22	
		Turnover reported in GSTR 3B Returns (01.04.2020 31.3.2021)	Total GST Deposited for the year 2020-21 (Net of ITC Claimed)	Turnover reported in GSTR 3B Returns 01.04.2021 to 31.3.2022	Total GST Deposited for the year 2021-22 (Net of ITC Claimed)
1	Production and Sale / Service of Cooked Food				
2	Sale of Packed Items(Chips, PDW, Soft Drinks etc.)				
3	Turnover from Tourism business, if any				
4	Turnover from Trader/ Stockiest/Distributors business				
5	Turnover from Inter unit transfer				
6	Turnover from other business segment which is not included above				
<p>Note: 1) If the bidder has opted for composite scheme, then the figure shall be provided as per turnover reported in GSTR4. 2) If the bidder has not reported turnover of cooked food and sale of PAD items separately in GSTR 3B he may submit the consolidated turnover figure in SN-1 in turnover reported in GSTR 3B Return column.</p>					

DEPONENT

Verification
I, the above named Deponent do hereby solemnly affirm and state that the contents of this affidavit are true and correct and no part of it is false and nothing material has been concealed there from.

Verified at _____ (Place) on this day of -----/2023

DEPONENT

(Please note- No change in format/declaration is permitted)

DECLARATION

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

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

Signature of the authorized signatory of bidder

Seal

Date

(Please note- No change in format/declaration is permitted)

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

1. My/Our quotation is as under: -

SN	Refreshment Room	Minimum License fee per year Exclusive of GST (in Rs)	Quoted License fee per year Exclusive of GST	
			In Figures (Rs)	Rs. In Words
1	INDORE	2,49,975/-	To be filled electronically (On line for each unit separately)	

2. Note:

- In case of any discrepancy quoted in figures and words, the offer mentioned in words will be considered as final and binding on the bidder.
- Quoted License fee for the first year shall be paid within 15 days of the issue of LOA. Thereafter, the License fee due shall be paid one month prior to the completion of the first year and likewise in subsequent years.
- Goods & Service tax(GST) as per applicable rates, shall be paid extra to IRCTC.
- Contract will be awarded to highest bidder who has quoted the highest LF/E-auction for Refreshment Room mentioned above. In case of tie, in the bids, the firm with higher turnover, shall be given preference.
- In case of any information submitted by the applicant being found to be incorrect either before or even after the award of license, IRCTC will have the right to summarily reject the bid, terminate the contract with forfeiture of EMD / SD / LF and debar the bidder / licensee for a period of 03 years.
- IRCTC reserves the right to inspect licensee establishments or get inspected through any other agency as notified by IRCTC at any time during the currency of contract.
- IRCTC reserves the right to cancel the Tender process at any time without assigning any reasons.

2. Declaration

i. I/We

_____ do hereby declare that documents submitted are true to the best of my/our knowledge and also that we shall be bound by the acts of my/our duly constituted attorney.

- ii. I / We hereby understand that the submission of Bid does not guarantee for award of license. I / We further understand that in case of any information submitted by me / us being found to be incorrect either before or even after the award of license, the IRCTC will have the right to summarily reject license, at any time without assigning any reason whatsoever.
- iii. 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 catering services in subject kitchen unit for a period of 5 (five) year 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.
- iv. I/We understand that In case of acceptance of Bid by the IRCTC, I / we bind myself / ourselves to execute the license agreement awarded to me / us and to commence the work as per the conditions of license failing which, I / We shall have no objection for forfeiture of the full Earnest Money Deposit

(EMD),/deposited by us with IRCTC, _____ in addition to other penalties specified under the terms of license.

- v. 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.
- vi. 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.
- vii. I / We agree that on account of non – acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I /We shall be debarred by IRCTC for participation in the future tenders of IRCTC for a period of 02 years.
- viii. I / We do hereby confirm that I / We have the necessary authority and approval to submit this bid for award of license for operation, maintenance and provision of catering services in Refreshment Rooms (kitchen unit).
- ix. 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.

Authorized signatory

Name. Designation and seal

Address:

e-mail

Tele & Fax

Date:

Place:

Details of Refreshment Rooms

S. No	Railway	Division	Station	Category of Station	Platform	Location	Area approx.
1	WR	Ratlam	INDORE	A1	Platform No.1	Near Waiting Room	89.95 Sq. Mtr
Note: 1. The existing unit/site will be handed over to the successful bidder only on takeover of the possession of space from the exiting contract/licensee if any. 2. The area indicated is as per the area given in the standard bid document of the Railway/Assignment deed. Minor variations could be there. However, the area presently in operation as handed over by the Railway shall be handed over to the successful bidder.							

A. GENERAL INFORMATION

1. References:

- 1.1 The Menu and Tariff for **Standard** Breakfast, Lunch /Dinner, Snack Meal, Janta khana- **Annexure-A**
- 1.2 The existing approved list of ‘**A la carte**’ items is placed at **Annexure-B**.
- 1.3 Specification of uniforms to be used by Refreshment Rooms staff is placed at **Annexure-C**.
- 1.4 Penalties for deficiencies noticed during inspections and Established complaints – **Annexure-D**.
- 1.5 Current transfer rates or supply of meals – **Annexure- E**.
- 1.6 Agreement towards Waiver under Section 12(5) and Section 31-A (5) of Arbitration and Conciliation (Amendment) Act at **Annexure-F**.
- 1.7 Format for Annual Performance **Assessment- G**.
- 1.8 Statement detailing unit wise Kitchen equipment supplied by IRCTC – **Annexure - H**
- 1.9 Integrity pact - **Annexure- I**.


2. GENERAL SCOPE OF WORK

2.1: Provision of Catering Services in Refreshment Room		
2.1.1	Provision of catering services in the Refreshment Room.	The Licensee shall be responsible for providing catering services by sale / service of standard Menu, a – la carte items, Janata Khana as per the Menu and tariff advised by Railways/ IRCTC. Refreshment Room serves snacks and a-la-carte items, standard breakfast, standard meals/Thali Meals as authorized by the Railways/IRCTC. Computer Billing and accounting system should be set up by the licensee at his own cost. Sale of Janta Khana as per the Menu and tariff advised by Railway / IRCTC is mandatory. The existing standard Menu is at Annexure A , The existing approved list of a la carte items is at Annexure B .
2.1.2	Sale of items through take away counter/counters	The Refreshment Room may or may not have the provision of take away counters. Based on the availability of space Take away counters within the space earmarked for Refreshment Rooms, may be permitted by IRCTC. The packaging shall meet all prescribed requirements of PLM (Packing, Labeling & Marking) viz., MRP, Date& time of packing, Name of the licensee, FSSAI no and any additional information as per statutory guidelines issued by Govt. Of India from time to time.
2.1.3	Prominent Display of Menu, Tariff, Licensee details, and other mandatory slogans.	Menu & tariff shall be displayed prominently and the Menu board shall indicate the details of licensee and contact nos. for complaints and feedback. The following cautions shall be displayed in bold near all the sales / service points. “No Tips Please”, “ No Bill, Food is for Free” “Please pay as per Tariff “
2.1.4	Other facilities in Refreshment Rooms	The Refreshment Rooms / Jan Ahaar shall be air conditioned as far as possible and should have standing and seating arrangements. <i>Further, the unit should be easily accessible by differently abled passengers by providing separate ramp / pathway for wheelchairs and shall also have suitable seating</i>

		<p>arrangement. The unit should also display the following message i.e. “This unit is facilitated under Accessible Indian Campaign (Sugamya Bharat Abhiyan).</p> <p>Services shall be provided in the pattern of take away and / or self service food outlets. Modular counters should be constructed. Free filtered drinking water should be made available in Refreshment Room.</p>
2.1.5	Sale of items through platform vending.	<p>The Platform Vending Permission may be permitted by Zonal Railway in terms of CC 52/2018. However, the maximum permissible no. of vendors station category wise is</p> <ul style="list-style-type: none"> • For A1 Category: 8 vendors per shift • For A Category: 6 Vendors per shift • For B & Below Category: 3 vendors per shift <p>Once the permission is granted by Zonal Railways separate License fees shall be charged for such Platform vending. Accordingly, Bidders are advised not to factor the license fee attributable to platform vending while quoting their offer.</p> <p>ID cards will be issued by Railways. The items to be sold through platform vending shall be pre packed with prescribed requirements of PLM (Packing, Labeling & Marking)viz., MRP, Date & time of packing, Name of the licensee, FSSAI No. and any additional information as per the time to time instructions of IRCTC.</p>
2.1.6	Sale of Proprietary items of approved brands.	<p>The licensee shall be allowed to sell approved brands of proprietary items viz., soft drinks, biscuits, Chips, Namkeens, chocolates etc..The sale of all such PAD items shall be strictly as per MRP in Refreshment Rooms, through take away counters and platform vending. The list of approved brands to be sold is updated in IRCTC’s website www.irctc.com and the licensees shall strictly follow the updated list. Sale of banned & delisted items is strictly prohibited.</p>
2.1.7	Sale of packaged drinking water (‘Rail Neer’)	<p>It is mandatory for the licensee to sell Rail Neer (Packaged Drinking Water – 1000 ml) chilled @ rates prescribed by IRCTC from time to time. The licensee will be responsible for storing, cooling, and sale / service of ‘Rail Neer’ to the passengers. Present approved MRP of ‘Rail Neer’ (1000 ml) is Rs.15/- per bottle.</p>
2.1.7a	Supply of Rail Neer	<p>In case of non availability/ inadequate supply of Rail Neer by IRCTC: -</p> <p>Licensee may be permitted by Zonal Railways/IRCTC to sell packaged drinking water of other approved brands from time to time. In such a case of selling of PDW of any other brand other than Railneer, the licensee should inform IRCTC Central Control or Zonal Control offices, as the case may be, before commencing the sale of other brands. In case, it is found that PDW of unapproved brands are being sold by the licensee without due intimation and approval suitable penalty shall be imposed by Railway /IRCTC</p>
2.1.8	E-catering services in trains	<p>IRCTC appoints reputed brands / vendors in various stations for provision of food through e-catering; Train Passengers shall have the option to book their food through e-catering and e-catering vendors are authorized to supply pre-ordered</p>

		meals in the trains. The Refreshment Room also may be permitted for e-catering services for online booking by travelling passengers and delivery of food / meals as per the existing Menu, Tariff and packaging conditions. The delivery in trains shall be for pre booked orders through online only.
2.1.9	Changes in Menu, Tariff:	<p>The existing / applicable menu and tariff for Refreshment Room s is enclosed as Annexure- A & B. 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 such cases, the license fee will be revised on pro-rata basis from the date of such revision of catering tariff/menu by IRCTC with due intimation to the licensee.</p> <p>If there is any increase/decrease in a-la-carte menu items in future, there shall be no change in license fees. The license fee shall be change when the tariff of standard items will be change.</p> <p>In the event of change in the menu & tariff thereof, the licensee shall maintain the same quality and hygiene standards or supply and service of food/ meals to passenger as it were prior to such change</p>
2.1.10	Provision of adequate equipment and man power	<p>The Licensee shall further be responsible to make adequate arrangements in terms of all equipments and manpower, at its own cost, as per policy directives.</p> <p>The gadgets and equipments provided in the Refreshment Room including the kitchen equipment should be conforming to the latest state of art technology. The Refreshment Room will have to be ISO 22000 certified within 12-18 months from the date of commissioning.</p>
2.1.11	Ensuring availability of Affordable food to passengers.	The Licensee should ensure that adequate quantities of Janta Khana, and other affordable items are available for sale in the Refreshment Room.
2.1.12	Use of potable water for preparations	Only Potable water shall be used for preparations in the Refreshment Room. Use of overhead tank water for cooking purpose is strictly prohibited.
2.1.13	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. Any implementation cost if any will be borne by licensee at their end.
2.1.14	Installation of CCTV cameras in the kitchen for centralized monitoring of the kitchen activities through artificial intelligence	Sufficient no. of CCTV cameras as advised by IRCTC shall be installed by the licensee and connected to IRCTC's dash board for centralized monitoring through artificial intelligence.

2.2 Expected Scope of Work:

2.2.1	Linkage of additional trains (RSD/M/Exp/TSV etc)	Linkage to mobile & TSV trains may be given by IRCTC for supply of meals under unbundling scheme. Additional license fee shall be charged as per the then prevailing rates w.r.t such linkage. The procedure for such supplies shall be governed as per the extant rule & guidelines issued by IRCTC.	
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2.2.2	Provision of required equipment for bulk preparation and supply in the Refreshment Room	In future, IRCTC may utilize the Refreshment Room as mini base kitchen as per requirement and aligned with the passing trains for provision of supply of meals to trains as per rates and menu approved by IRCTC. In such case the licensee shall install necessary equipment as per requirement (as advised by IRCTC).
2.2.3	Provision of packing/sealing machine for bio degradable packaging and e-cart for safe transshipment of food from kitchen to train	The licensee is required to install suitable packing /sealing machine and e-cart for packaging and transshipment and delivery of food to the pantry car.
2.2.4	Supply of Breakfast, Lunch and Dinner in unbundling model to passing trains.	If the Refreshment Room is aligned for supply of any of the services viz., Breakfast / Lunch & Dinner to the passing Rajdhani, Duronto, Shatabdi and Mail / Express trains in unbundling model, it will be mandatory for the Refreshment Room licensee to supply the meals to the trains as per the Menu, packaging conditions and transfer rates as applicable from time to time and as advised by IRCTC.
2.2.5	Procedure for Supply of meals to RSD trains.	<p>Meals as per the Menu, packed and sealed as per the advance order communicated by the pantry car licensee / IRCTC control office Refreshment Room shall deliver the meals and obtain acknowledgement of receipt from mobile licensee representative i.e. Pantry Car Manager. The Refreshment Room licensee shall raise invoice for payment towards meals supplies made to Mobile Unit on monthly basis (train wise), to IRCTC duly enclosing the copies of Challans towards meals supplies with acknowledgment of receipt from Mobile Licensee representative i.e. Pantry Car Manager. IRCTC will make payment, after due verification, to Refreshment Room Licensee towards actual Meals supplied to RSD Mobile Units as per payable rates towards Meals supplies to RSD Mobile Units.</p> <p>The currently payable rates towards the meal supplies to Refreshment Room licensee are shown in Annexure E. The Refreshment Room licensee shall be paid towards meal supplies to RSD Mobile unit as per the prevailing rates, from time to time.</p>
2.2.6	Procedure for supply of meals to Mail / Exp trains and TSV services	Meals as per the menu, packed and sealed as per the advance order communicated by the pantry car licensee / IRCTC control office. Refreshment Room licensee shall submit details of the meal delivered and obtain acknowledgement of receipt from mobile licensee representative (i.e. Pantry Car Manager) and submit the same on monthly basis to IRCTC. IRCTC shall raise invoice for additional license fee towards meal supply to mobile unit, on monthly basis (train wise) to Refreshment Room licensee duly enclosing the copies of Challans towards meal supplies with acknowledgement of receipt from mobile licensee representative i.e. Pantry Car manager.

		adjusting outstanding if any.
3.6	Exit by IRCTC in the event of change in govt policy	In case of change in govt. policy necessitating closure of the tendered unit, the RR may be short closed by giving three month's notice. In such an event the license fee will be charged proportionately up to the date of closure and balance license fee if any will be refunded to the licensee. There will be no forfeiture of Security deposit on account of such fore closure of the catering unit. The condition of lock in period will not apply in such event.
3.7	Termination of license for poor performance	Notwithstanding anything contained above the IRCTC may terminate the license with a debarment of one (1) year in all projects of IRCTC along with forfeiture of Security Deposit and license fee in case of poor performance, breach of terms and conditions of the license, non-payment of license fee as per schedule, or for other events of default by giving 15 days notice.
3.8	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, License fee besides debarment for a period of three years (03) in all projects of IRCTC.
4.	Security Deposit	
4.1	Payment of Security Deposit	The Licensee shall furnish to IRCTC a Security Deposit amounting to 3 % of the quoted license fee for 05 years for the entire duration of the License within 15 days from the date of issue of Letter of Award or as advised by IRCTC. Security Deposit shall be paid in the form of Bank Draft/RTGS/NEFT only. *No interest shall be payable on refund of security deposit.
4.2	Refund of SD	Security Deposit shall be refunded without interest on successful completion of the license on submission of claim by the licensee after adjusting the dues / outstanding if any.
4.3	Recovery of dues from SD	IRCTC may recover any LF dues / outstanding from the Security deposit on completion of the license.
5	Display / Sale of approved items.	
5.1	Display of menu and tariff, etc.	The Licensee shall prominently exhibit menu, tariff and list of food items and ensure that printed menu cards shall always be available with service staff as well as platform vendors and presented to the passengers on demand. In the tariff board the 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.com shall be displayed prominently on the menu board and Menu card clearly indicating to the passengers to convey their suggestions/complaints on catering services by voice calls/SMS.

5.2	Ban on sale of certain products	The Licensee shall not sell/distribute tobacco products, wine, beer or any other alcoholic drink or any other item prohibited by law in the station. Further, the Licensee shall not use beef/pork in any form in any food items.
6	Compliance of FSSAI Act and other statutory laws	
6.1	FSSAI	The Licensee shall be responsible for compliance of applicable laws such as 'Food Safety and Standards Act, 2006 or any other amendments thereto.
6.2	Tax laws	The Licensee shall be responsible for compliance of applicable laws such as GST, any other applicable taxes laws as prescribed by Govt.
6.3	Labour laws	<p>The Licensee shall comply with the provisions of all labour legislations' including, but not confined to the requirements of:</p> <ul style="list-style-type: none"> a) Employees' Compensation Act b) Shops & Establishment Act c) PF & ESI Acts d) Child Labour (Prohibition and Regulation) Act, 1986. e) Contract Labour(R&A) Act, 1971 f) Minimum Wages Act, 1948. <p>Licensee has to upload details of LOA, engaged workmen, wages payment details, PF & ESI details on monthly basis at www.shramikkalyan.indianrailways.gov.in</p> <p>The Railway /IRCTC will not accept any responsibility for the loss/damage/injury(including death) caused to the Licensee or to the personnel engaged by him in the process of rendering services under this License and no claim/compensation will be entertained in this regard.</p>
6.4	No unlawful/illegal activity	The Licensee and/or its staff shall not carry on any unlawful, immoral or illegal activity in the station or Railway premises. It is clarified that if the Licensee suffers any loss or damage on account of the Licensee being restrained by the Railway/IRCTC or any other competent authority for indulging in such illegal activities or any contravention of any law, the Licensee shall not be entitled to any compensation whatsoever.
7	Utensils / Service ware and washing	
7.1	Use of good quality Containers, Thermal urns etc., and other service ware	<ul style="list-style-type: none"> (a) The Licensee shall ensure that Service ware, Containers in which food and PAD items are carried and sold, Tea / Coffee urns to be used will be of good quality. (b) The Licensee shall ensure that the containers, thermal urns etc., are washed and cleaned with clean water and standard quality detergent soaps.
7.2	Prohibition of washing of Containers near water taps or any other facility meant for public use	Washing of containers and urns near water taps in the station or in any other facility meant for passenger use is strictly prohibited. Any incident of such activity shall be treated as breach of tender conditions and would attract penalty including termination of contract.
8	Garbage Disposal	
8.1	Provision of Garbage bins near service area, take away counter etc.,	Licensee shall be responsible for availability/provision of adequate number of garbage bins along with bio-degradable bags at appropriate places. Dustbins to be provided in pairs for waste segregation through separate Dry & Wet bins as per Govt. Policy. These should be cleaned outside the production area. Licensee shall avoid use of metallic dustbins, which become rusted over a period of time..

8.2	Disposal of Garbage	Licensee shall be responsible for disposing the garbage suitably at the designated location outside the station/maintenance area. All garbage bins must be labeled, cleaned and sanitized regularly.
9.	Record keeping, Information sharing and Compliance of Instructions.	
9.1	Maintenance of proper records	The Licensee shall maintain proper and full records viz., accounts, vouchers, bills, tax, etc. pertaining to provision of catering services in / through the Refreshment Room and make it available for inspection by the Railway/IRCTC to ascertain the Gross Sales Turnover.
9.2	Attendance Register	The Licensee shall maintain the attendance register of all the staff. The attendance register shall clearly mention the designation of the staff like manager, waiter, vendors etc.,
9.3	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	Monitoring & Inspections by IRCTC/Railway Officers & Inspectors	
10.1	Monitoring of services by Railway/IRCTC Officials	The catering services in Refreshment Room, mini base kitchen, stores including the quality of food sold through platform vending and food supplied to trains shall be subject to monitoring by IRCTC official.
10.2	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.
10.3	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 as per Annexure-D
11	Right of User only	The Licensee will only provide the catering services in / through Refreshment Room 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 are not entitled for any employment by or within IRCTC. Photo identity cards to the staff/vendors should be issued by licensee as per the procedure in vogue in concerned zonal Railways.
12	Provision of suggestion/complaint book	The Licensee shall display suggestion/complaint book in conspicuous place for passengers to register their suggestions/complaints without any difficulty. This suggestion book shall be serially numbered and pre-authenticated by IRCTC.

13	Licensee's Staff	
13.1	Personal Hygiene	The Licensee shall ensure that the staff deputed on the unit should maintain good, personal hygiene, courteous behavior. Further, the Licensee shall ensure that the catering staff should be well groomed, wear proper uniforms, badges displaying their names, carry photo identity cards, display at all times.
13.2	Presence of Licensee/authorized Manager.	The Licensee or a duly authorized and competent Manager appointed and paid by the Licensee shall remain available at The Refreshment Room. 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 as & when it takes place
13.3	Qualifications of Licensee's staff	<p>All Catering staff engaged by the Licensee may gradually be qualified /certified to meet the following requirement.</p> <p>In-charge: Shall be minimum 12th Pass with Diploma in Hotel Management or Diploma in F&B Services from a Govt. recognized Catering Institute or should be certified in National Skill Qualification Framework (NSQF) Level 6 aligned Job role mandated by Ministry of Skill development and Entrepreneurship Govt. of India: Qualification Pack- Asstt. Catering Manager (THC/ Q5901). Should have minimum 02 years of work Experience in supervisory capacity in Catering Operations.</p> <p>Cooks(For licensee's kitchens): Shall be minimum 8th 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</p> <p>F&B Service staff: shall be minimum 8th Pass with diploma/ craft course in F&B Service or should be certified in National Skill Qualification Framework (NSQF) mandated by Ministry of Skill development and Entrepreneurship level 4 aligned job role: Qualification Pack- Food & Beverage Services-Steward (THC/Q0301) or should have certification in F&B Service under various Govt. scheme such as Capacity Building programmes, HSRT, PMKVY scheme etc. Should have minimum 12 months experience in Food & Beverages Service operations.</p>
13.4	RPL (Recognition of Prior Learning) training by IRCTC	IRCTC conducts training in association with Ministry of Skill development under PMKVY for training the licensee staff to acquire NSQF certificate. As per the advice of IRCTC the licensee shall depute the staff for the training.

17	INFRASTRUCTURE FOR PRODUCTION AND DISTRIBUTION	
17.1	Adequate infrastructure	<p>The given area is indicative. Minor variations could be there. IRCTC will provide space on 'as is where is basis' and free from all encumbrances to the Licensee. The licensee will have to create requisite infrastructure and equipment at their own cost under supervision of IRCTC. The infrastructure for production and distribution of services should be suitable for ensuring satisfactory services and handling of food under hygienic conditions.</p> <p>Any civil / electrical works required to be done for operation of the unit to be done at the licensee's cost as per the schedule to be advised by IRCTC.</p> <p>The arrangements for providing Genset /pump etc. should preferably be made within the allotted area. No additional space will be provided.</p> <p><i>Maximum of 30 days time shall be given from the date of handing over of site for undertaking any upgradation / renovation / modernization. License Fee for such units would accrue from 31st day from date of handing over. Further, a penal charge equivalent to pro rata license fee for the delay period, beyond 30 days, shall be applicable, over and above the accrued license fee. In case of delay beyond 60 days from the date of handing over, on the part of licensee, termination proceeding may be initiated.</i></p>
17.2	IRCTC logo/brand name	IRCTC logo/brand name shall be included in the signage for prominent display duly abiding by the instructions of IRCTC in this regard.

GENERAL CONDITIONS OF LICENSE

SECTION – ONE **GENERAL PROVISIONS**

1. DEFINITIONS

IRCTC	Shall mean ‘Indian Railway Catering and Tourism Corporation Ltd.’, a Government Company incorporated under Companies Act 1956.
License fee	As Defined in article –2.3.1– Section one
Party	Shall mean either the IRCTC or the Licensee.
Day	Shall mean a calendar day.
Force Majeure	Shall mean an exceptional event or circumstance: which is beyond a Party’s control; which such Party could not reasonably have provided against before entering into the License; which, having arisen, such Party could not reasonably have avoided or overcome; one which is not substantially attributable to the other Party.
Interpretation	Words importing persons or parties shall include firms and organizations.
Priority of Documents	The documents forming the License are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found, the IRCTC shall issue necessary clarifications to the Licensee.
Unbundling	Process of food service in trains by creating a distinction between food production and food distribution. Meals supplied by nominated kitchens in en-route shall be distributed by on board service provider on collection of tariff rate.
Jurisdiction	The award of License will be governed by the Jurisdiction of Courts situated in the state of Mumbai, Maharashtra (Zonal Office of IRCTC) only.
SBD – RSD Trains	Rajdhani, Shatabdi, Durgam trains for which OBCS was awarded by zonal Railways and assigned to IRCTC to be managed under the same terms and conditions till the end of tenure. In these trains catering charges are included in ticket fare.
Non-SBD – RSD Trains	Rajdhani, Shatabdi, Durgam trains for which OBCS was awarded by IRCTC either in comprehensive model or unbundling model with revised terms and conditions. In these trains catering charges are included in ticket fare
Mail / Exp trains with pantry car / Mini pantries	Mail /Exp trains with pantry car provide catering services through pantry car attached in the trains and picking up major meals from en-route kitchens. In these trains catering services are provided on payment by the customers.
TSV Services	Train side vending services are done in trains without pantry car by picking up meals and other a la carte items from en-route kitchens. These services are done in particular section. In these trains catering services are provided on payment by the customers.

2. CONDITIONS GOVERNING THE PERFORMANCE OF THE LICENSE

2.1	Notice by Courier/ Registered AD/ e- mail	Any notice in terms of this License by either Party will be given at the address by Courier/Registered AD Post or Fax/ scanned copy through e-mail id stated herein above unless a different address has been intimated in writing against receipt. In case of e-mail and fax date of receipt will be taken as next day of communication.
2.2	Entitlement of compensation	In case the Licensee suffers any loss on account of his being restrained by the IRCTC or any competent authority for indulging in illegal activities or any contravention of any law, he shall not be entitled to any compensation whatsoever.
2.3	Verbal or written arrangements other than the agreement	Except as here by otherwise provided any verbal or written arrangements abandoning varying or supplementing this agreement or any of the terms hereof shall be deemed conditional and shall not be binding on the IRCTC unless until the same is endorsed on the agreement or incorporated in a formal instrument and signed by the party(s).
2.4	Unsatisfactory services etc.	In the event of unsatisfactory services, poor quality of articles, persistent complaints from passengers, and services below the standard or any failure or default at any time on the part of the Licensee to carry out the terms and provisions of this document to the satisfaction of the IRCTC (who will be sole judge and whose decision shall be final) it shall be optional to the IRCTC to make any substitute arrangement it may deem necessary at the cost and risk of the Licensee or to forthwith terminate the license without any previous notice to the Licensee and in case of such termination the Security Deposit shall 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 license. No refund of proportionate License Fee shall be admissible in case of Termination under this clause. The Licensee agrees to make good all cost and expenses, if any incurred by the IRCTC for making the substitute arrangements referred to above. The License shall also be debarred from participating in the future projects of IRCTC for a period of one year.
2.5	Subletting Of Contract	No subletting will be allowed. The Licensee shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner. Any breach of this condition shall entitle IRCTC to rescind the contract under Clause 3.7 of Tenure of License and also render the licensee liable for payment to the Railway/IRCTC in respect of any loss or damage arising.
2.6	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.
2.7	Notice to the Licensee/Licensor	Any notice to be served on Licensee's shall be deemed to be sufficiently served if delivered at or sent by registered post/courier addressed to the Licensee at their registered office or last known place of business or e-mail id. Any notice to be served by the Licensee on the licensor shall be deemed to be sufficiently served if, left at the office/sent by registered post/courier addressed to the Group General Manager, IRCTC Ltd, West Zone, Mumbai
2.8	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.
2.9	Annual Performance Assessment by IRCTC	Performance assessment of the licensee shall be done annually with the broad parameters compliance of tender conditions, statutory compliance, Quality, Hygiene, Timely payment of License fee, Complaints and adverse inspection reports. Annual Performance assessment as per Annexure- 'G' will be conducted on yearly basis. The licensee will have to score a minimum of 60% for continuation of the license.
2.10	Action for poor performance on the basis of APAR	If the scoring is below 60% for any year, advisory will be issued for corrective action and improvement. If the performance is below 60% for the successive year or any year during the tenure the license will be terminated for 'default' with forfeiture of SD,LF and debarment for Three year. The licensee will have opportunity to exit under clause 3.4 under head 'Tenure of License' on issue of advisory but before issue of termination notice.

3. EVENTS OF DEFAULT

3.1	Breach of any terms and conditions of the License	In the event of breach of any terms and conditions of the License, the IRCTC shall be entitled to forfeit the whole or the part of the Security Deposit/License fee besides terminating or revoking the License. The License shall also be debarred from participating in the future projects of IRCTC for a period of one year.
3.2	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 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. In default the licensor shall be entitled to enter and take possession of the said premises 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.
3.3	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.
3.4	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.

4. CONSEQUENCES OF DEFAULT

4.1	Consequence of failure to start the services	In the event of failure to provide, catering services in/ through Refreshment Room from the prescribed date as per the pre approved schedule. 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 Licensee shall also be debarred from participating in the future projects of IRCTC for a period of two years. The decision of IRCTC will be final and binding in this regard.
4.2	Notice for termination	In case of any event of default mentioned in Clause 3.2 having occurred, it shall be lawful for the IRCTC any time thereafter to terminate the License agreement and forfeit the Security Deposit along with the debarment of 3 years from participating in future project of IRCTC, SUBJECT HOWEVER to the IRCTC having given to the Licensee fifteen (15) days prior notice in writing to remedy or make good such breach and in spite of such notice the Licensee having failed to remedy the breach. Upon termination of this License agreement as aforesaid, the Licensee shall deliver vacant and peaceful possession of the Refreshment Room to the IRCTC/Railways.

5. ARBITRATION

5.1	<p>a. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.</p> <p>b. The parties hereto further agree to waive off the applicability of sub-section 12 (5) of Arbitration and Conciliation (Amendment) Act 2015 and will submit demand in writing that the dispute/differences be referred to arbitration along with format annexed hereto as Annexure-XIV. The demand for arbitration shall specified the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.</p> <p>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.</p> <p>In the event of demand made as mentioned 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.</p>
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6. OTHER CONDITIONS

6.1	<p>General</p> <p>The licensor reserves the right to amend any of the clauses of the agreement and also to add fresh clauses from time to time. The rider agreement in this regard shall be executed between the parties within 15 days of the amendment / changes.</p> <p>Further, IRCTC reserves the right to extend or reduce the time stipulated in any clause in the tender /license conditions herein above, in order to meet operational exigencies. The decision of the Director of IRCTC in this regard shall be final.</p>
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7. FORCE MAJEURE

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

SECTION – TWO

1. OBLIGATIONS AND RIGHTS OF LICENSEE

1.1	Certificates/permissions	Licensee will obtain necessary certificates/permissions as required by law such as FSSAI License, or as required as per the local regulations from the competent authorities. In case of any violation Licensee will be solely responsible for its penalty and consequences.
1.2	Display of rate list	The Licensee shall exhibit approved tariff and list of items to be sold, prominently for the information of the customers as revised from time to time.
1.3	Sale of items with IRCTC's approval	The Licensee shall not sell the items other than those approved 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.
1.4	Approval of service wares etc.	Crockery, Cutlery, Napkin and other service wares used in the Kitchen Unit (Refreshment Room) 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.
1.5	Right of user's only	Licensee will only provide the catering services in/ through Refreshment Room and will have the right of user only on License basis.
1.6	Relation of Licensee's labour	The employees, contractors, sub contractors of the Licensee will not be in any contractual relation either with the IRCTC or the Indian Railways.
1.7	General liability of any person	The Licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the in the course of execution of this license, including death or injury caused by the negligence of the Licensee or the Licensee's failure to perform its obligation under the agreement, IRCTC will not be held responsible for any payment of compensation in this regard.
1.8	Consequence to the death / severance of any partner/s (in case of partnership firm)	<p>Transfer of license to the legal heir would be allowed only in the event of death of original licensee. The license shall be transferred in the name of legal heir for the unexpired period of the contract as per the general condition of the contract (GCC) of Railways. No subletting will be allowed.</p> <p>If the Licensee is a partnership firm and in case there is permissible clause in the constitution of the firm that the firm shall not be dissolved by reason of the death of one partner or the severance of any partner from the business of the firm and in case the performance of the Licensee is entirely satisfactory according to the assessment of the licensor then in such an event the licensor at its discretion may allow the Licensee to continue under this license.</p>

1.9	Inspection by Food/Health Inspectors	Licensee will also be obligated to get his premises inspected by Food/Health inspectors at regular intervals in addition to having a food License from concerned state authorities. Licensee will make available the premises for the inspection by the IRCTC or any person so authorized by the IRCTC at any time.
1.10	Compliance of Food Adulteration Act	Licensee shall be responsible for the compliance of the provisions of Food Safety and Standard Act-2006 or any other amendments thereto.
1.11	Compliance of statutory law	Licensee shall be solely responsible for compliance with applicable laws such as Sales Tax Law, Provident Fund Law, Labour Law or any other law of the land and registration/approval from statutory authority, if required.
1.12	Use of FSSAI products only	All food ingredients being used for preparation/service to the passengers shall bear FSSAI license number, as defined in the FSSAI act. IRCTC may define the brand/source of food ingredients and IRCTC instructions shall be binding.
1.13	Reg. provision of gas burners/cylinders etc.	The gas burners/cooking ranges should be ISI approved and covered by a suitable maintenance contract by the Licensee. The safe working of equipment and adherence to the regulations should be certified by an authorized/oil agencies approved by IRCTC
1.14	Provision and Use of LPG – Safety instructions	The gas burners/cooking ranges should be ISI approved and covered by a suitable maintenance contract by the Licensee. The safe working of equipment and adherence to the regulations should be certified by an authorized oil agencies.
1.15	Fire Extinguishers	The licensee shall ensure availability of hand held fire extinguishers with the staff having knowledge of operation of the equipment.
1.16	Fire-fighting training	All Refreshment Room staff must be trained in firefighting and a competency certificate issued by the fire fighting agencies should be available in the Refreshment Room.
1.17	Provision of first aid box	The Licensee shall provide and maintain First Aid box for rendering first aid to the catering staff in the Unit and shall provide training to the concerned catering supervisory staff from the medical authorities. The Licensee shall ensure that requisite certificates in this regard should be available with the Refreshment Room Manager.
1.18	Damage to structure and Railway premises	The Licensee shall be responsible for all damages caused to the said Refreshment Room (Property) and the equipment provided therein.
1.19	Licensee to provide other services	The Licensee shall undertake to render any other services during emergencies or VIP movements, functions as may be required of him by the IRCTC on mutually acceptable terms.
1.20	Handing over of Refreshment Room	Upon the expiration of this agreement or its earlier termination in accordance with the terms, conditions, obligations hereof the Licensee shall remove themselves from the said Refreshment Room and Railway premises together with all their belongings and effects and shall deliver vacant possession of the Refreshment Room to the IRCTC/Railways with the IRCTC/Railways' fixtures and effects therein in good condition.
1.21	No unlawful/ illegal activity	Licensee shall not carry on any unlawful immoral or illegal activity in the /at stations.

1.22	No use of plastic material	Licensee shall not use plastic material. Eco-friendly/bio-degradable packaging material should be used for supply of food items. Good quality paper glasses should be used for serving tea/coffee, mineral water etc. Garbage collection and its disposal after each service will be done by the licensee in a satisfactory manner.
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2. OBLIGATION AND RIGHTS OF THE IRCTC

2.1	Liaison with zonal railways	IRCTC may assist the licensee for all purposes regarding maintenance of the Refreshment Room.
2.2	Provision of equipments & its maintenance	Licensee will ensure day-to-day maintenance, upkeep and cleanliness of the equipment and premises.
2.3	Periodical medical examination of staff	IRCTC will advise Railway administration for periodical medical examination of the staff and issue of certificate to the licensee's staff. However, it will be the 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 of minimum assured business	The Railway administration or IRCTC do not guarantee any minimum assured business. The business is subject to fluctuation based on the increase / decrease in the frequency of the trains and change of time table / schedules of the trains. The Licensee shall not be entitled for any compensation for reduction of business due to such reasons.
2.5	Customers' feed back	IRCTC may take independent users' feed back to know the level of passenger satisfaction.
2.6	Right to resume the possession	The IRCTC/railway administration reserves the right to resume possession of the Refreshment Room if required for the purpose of working of the Railway. The contract in such condition shall be short-closed in terms of Clause No. 3.6 of 'Tenure of License'.
2.6.a	Takeover of site by Railway due to redevelopment plan of Railway station.	<p>The site shall be as per the site plan attached in the Tender Document. The site handed over to licensee shall not be changed in normal circumstances.</p> <p>In exceptional circumstances of construction in station building due to redevelopment activity or shifting of the station building or takeover of site by Railway for working of Railway or any other similar reason etc. when the site is required to be vacated, Licensee shall have to vacate the site. In such case, if alternate site is available, licensee shall be offered alternate site for the balance period of the license. Licensee shall have to accept/reject the offer of alternate site by IRCTC within 15 days from the issuance of the letter of offer. If licensee accepts the offer of alternate site, the alternate site shall be handed over for setting up, operation and management of (Refreshment Room/Jan Ahaar) as per the Terms & Conditions of the Tender Document</p> <p>There shall be no change in the license fee. The tenure of license shall be extended for equivalent period of closure & commencement thereof. Licensee shall not be entitled to any</p>

		<p>compensation or any damages whatsoever (including, without limitation, incidental, direct, indirect, special and consequential damages, or other pecuniary loss) arising due to shifting of site or non-availability/non handing over of the alternate site. No claim in this respect shall lie against IRCTC.</p> <p>In case, license does not accept the offer of alternate site by IRCTC and the alternate site is not handed over to the Licensee, IRCTC shall refund the Security deposit & pro-rata available license fee.</p>
2.7	Menu cards	<p>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</p>

Annexure A**Standard Menu to be served / Sold in / through Refreshment Room**

(Menu, Quantity and Rates for Standard Meals)
Tariff for Standard Meals, Breakfast, Tea/Coffee etc.

<u>S.No</u>	<u>ITEM</u>	TARIFF (Incl. of GST) (In Rs.) Rs. Ps.
1	Standard tea (150 ml) in disposable cup (Paper Cups used should be of 170 ml capacity)	05-00
2	Tea with tea bag (150 ml) in disposable cup (Paper Cups used should be of 170 ml capacity)	10-00
3	Coffee using instant coffee powder (150 ml) in disposable cup (Paper Cups used should be of 170 ml capacity)	10-00
4	Rail Neer/ Packaged Drinking water 500 ML bottle (chilled)	10-00
5	Rail Neer/ Packaged Drinking water 1 litre bottle (chilled)	15-00
6	Janata Khana (in quality disposable card board box) (a) Poories - 7 nos – 175 gms (b) Allu dry curry - 150 gms (c) Pickle sachet - 15 gms	15-00
Standard Breakfast		
7	Vegetarian a) Bread ,Butter & Cutlet or b) Idli &Vada or c) Upma &Vada or d) Pongal &Vada	35-00
8	Non-Vegetarian Breakfast (Bread Butter & Omelette)	45-00
Standard Casserole Meals		
9	Standard Vegetarian Meal	70-00
10	Standard Non-Vegetarian Meal with Egg curry	80-00
11	Standard Non-Vegetarian Meal with Chicken curry	120-00
Standard Biryani		
12	Biryani (Veg.) - 350 gms	70-00
13	Biryani (Egg) - 350 gms	80-00
14	Biryani (Chicken) - 350 gms	100-00
Snack Meal		
15	Snack Meal -350 gms	50-00

MENU FOR STANDARD BREAKFAST, STANDARD MEALS & BIRYANI

Standard Menu (Veg Breakfast)

S.No	Item	Ingredients	Quantity	
			No.	Wt.
1	Cutlet	Bread Slice	2 Nos	50 gms
		Vegetable cutlet	2 Nos	100 gms
		Butter in Blister pack	1	Min 8 gms
		Tomato Ketchup in sachet	1	Min 12 gms
		Casserole	1	
		Napkin	1	
		Disposable spoon	1	
2	Idli & Vada	Idli	2 Nos	100 gms
		Vada	2 Nos	60 gms
		Chutney in disposable cup		50 gms
		Casserole	1	
		Napkin	1	
		Disposable spoon	1	
3	Upma & Vada	Upma		100 gms
		Vada	2 Nos	60 gms
		Chutney in disposable cup		50 gms
		Casserole	1	
		Napkin	1	
		Disposable spoon	1	
4	Pongal & Vada	Pongal		100 gms
		Vada	2 Nos	60 gms
		Chutney in disposable cup		50 gms
		Casserole	1	
		Napkin	1	
		Disposable spoon	1	

Standard Menu (Non-Veg Breakfast)

S.No	Item	Ingredients	Quantity	
			No.	Wt.
1	Non-Veg Breakfast (Egg Omelette)	Bread slice	2 nos	50 gms
		Omelette/Boiled Eggs	2 Eggs	90 gms
		Butter in Blister pack	1	Min 8 gms
		Tomato Ketchup in sachet	1	Min 12 gms
		Salt sachet	1	1 gm
		Pepper sachet	1	0.5 gm
		Casserole	1	
		Napkin	1	
		Disposable spoon	1	

Standard Menu (Lunch/Dinner) (Standard Casserole)

S. No	Item	Ingredients	Quantity	
			No.	Wt.
1	Veg. Meal (Standard Meal)	Rice plain	1	150 gms
		2 Parathas/4 Chapatis in wrappers		100 gms
		Dal/Sambhar (Thick consistency)	1	150 gms
		Mix Veg (Seasonal)	1	100 gms
		Curd	1	Min 80 gms
		Pickle in sachet	1	Min 12 gms
		Casserole	3	
		Napkin	1	
		Disposable spoon	1	
2	Non Veg. Meal Egg curry with Rice (Standard Meal)	Rice plain	1	150 gms
		2 Parathas/4 Chapatis in wrappers		100 gms
		Dal/Sambhar (Thick consistency)	1	150 gms
		Two Eggs curry	1	150 gms
		Curd	1	Min 80 gms
		Pickle in sachet	1	Min 12 gms
		Casserole	3	
		Napkin	1	
		Disposable spoon	1	
3	Non Veg. Meal Chicken curry with Rice (Standard Meal)	Rice plain	1	150 gms
		2 Parathas/4 Chapatis in wrappers		100 gms
		Dal/Sambhar (Thick consistency)	1	150 gms
		Chicken curry (60 gms boneless chicken & gravy 90 gms)	1	150 gms
		Curd	1	Min 80 gms
		Pickle in sachet	1	Min 12 gms
		Casserole	3	
		Napkin	1	
		Disposable spoon	1	

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

Biryani as Standard meal Variety

Menu	Components
Veg. Biryani - 350 gms	Biryani 350gms including 70 gms Vegetables packed in casserole + (80 to 100) gms branded packed curd/100gms salan + (10 to 15) gms pickle + tissue paper + sanitizer (1ml) + disposable bio-degradable spoon
Egg Biryani - 350 gms	Biryani 350gms including 2 eggs packed in casserole + (80 to 100) gms branded packed curd/100gms salan +(10 to 15) gms pickle + tissue paper + sanitizer(1ml) + disposable bio-degradable spoon
Chicken Biryani – 350 gms	Biryani 350gms including 70 gms of boneless chicken packed in casserole + (80 to 100) gms branded packed curd/100gms salan +(10 to 15) gms pickle + tissue paper + sanitizer(1ml) + disposable bio-degradable spoon

Snack Meal

SN	Item	Particulars	Rate in Rs (Incl. of GST)
1	Assortment of South Indian Rices Casserole- 350 gm	Curd Rice- 100 gm+ Sambhar Rice- 100 gm+ Lemon Rice- 150 gm+ Pickle sachet/ blister pack- 10-15 gm Packed in Casserole, with Spoon, tissue paper, sanitizer (1ml sachet)	50.00
2	Rajma / Chole Chawal Casserole- 350 gm	Rice- 200 gm Rajma/ Chole- 150 gm Pickle sachet/ blister pack- 10-15 gm Packed in Casserole, with Spoon, tissue paper, sanitizer (1ml sachet)	50.00
3	Khichdi/ Pongal- 350 gm	Khichdi/ Pongal- 300 gm Chokha/ Bhajee/ sambhar- 50 gm Pickle sachet/ blister pack- 10-15 gm Packed in Casserole, with Spoon, tissue paper, sanitizer (1ml sachet)	50.00
4	Kulche/ Bhature Chole- 350 gm	Kulcha-3 / Bhatura- 2 (150 gms) Choley- 200gm Pickle- 10-15 gm Packed in Casserole, with Spoon, tissue paper, sanitizer (1ml sachet)	50.00
5	Pao Bhaji -350 gm	Pao- 3 X 50 gms = 150 gms Bhaji- 200 gms Butter- 8- 10 gm blister/ chiplet Pickle- 10-15 gm Packed in Casserole, with Spoon, tissue paper, sanitizer (1ml sachet)	50.00
6	Masala Dosa- 350 gm	Masala Dosa- 200 gm Sambhar- 150 gms Packed in Casserole, with Spoon, tissue paper, sanitizer (1ml sachet)	50.00

A-la-carte menu

SN	Item	Particulars	Rate in Rs. (Incl. of GST)
1	Samosa	Samosa- 2x50 gms Tomato Sauce Sachet- 10-15gms Packed in butter paper envelop	20.00
2	Kachori	Kachori- 2x50 gms Tomato Sauce Sachet-10-15gms Packed in butter paper envelop	20.00
3	Aloo Bonda	Aloo Bonda- 2x50 gms Tomato Sauce Sachet- 10-15gms Packed in butter paper envelop	20.00
4	Mix Veg. Pakoda	Mix Veg Pakoda- 100 gms Tomato Sauce Sachet- 10-15gms Packed in butter paper envelop	20.00
5	Plain Milk	Packed Milk of approved brand -200 ml Sugar Sachet- 5 gms Milk may be served cold, room temperature or hot as desired by the passenger	20.00
6	Stuffed Bread Pakoda	Stuffed Bread Pakoda- 100 gms Tomato Sauce Sachet- 10-15gms Packed in butter paper envelop	30.00
7	Masala/MeduVada	Vada - 2 x 50 gms Coconut Chutney -15 gms Packed in butter paper envelop	30.00

Note: The Licensee may provide regional cuisines at Railway approved A-la-Carte menu / rates with prior written approval of IRCTC. Dietary and infant foods shall also be provided to Passengers.

1. All fried items should be packed in butter paper envelope duly sealed.
2. Only IRCTC approved PAD items should be served.
3. All Cooked items should be packed in Aluminium foil Casserole (of approved thickness)/Biodegradable eco-friendly packaging material.
4. All items should be served with paper napkin, disposable spoon, paper cup etc.
5. Proper invoices should issued to passengers on sale of item.
6. All items should be properly packaged and should have sticker comprising details of item like (Veg./N.Veg, date of packaging/preparation, best before, name of Kitchen licensee, FSSAI license No. etc.

SPECIFICATIONS OF UNIFORM

Sr. No.	Staff category	Type of Uniform	Uniforms Items specification
1.	Restaurant /Refreshment Room Manager (JA)	Shirt	Colour – White, Regular Collar, Plastic white button, IRCTC embroidery on pocket.
		Trouser	Colour- Black,
		Black Blazer	Black Matt fabric with IRCTC Logo (Winter only)
		Red Tie	Plain red tie, Polyester fabric with IRCTC Logo
		Name Badge	Plastic fibre based, base colour white, Name embroiled.
		socks	Black
2.	Server (JA)	Shoes	Plain Black colour, Leatherette material with laces.
		Yellow T-shirt	Colour-Yellow, IRCTC Logo on Pocket, Plastic white button. IRCTC Logo on Back side.
		Trouser	Colour- Black,
		Name Badge	Plastic fibre based, white base colour and name embroidered in Black colour.
		Yellow /White check Apron	Cotton fabric matt finish with IRCTC Logo on front side. (With 1 front pocket and 2 side pockets).
		Yellow caps	T-Cap Yellow colour, cotton fabric, IRCTC Logo embroidered on front side.
3.	Cook/Asstt. Cook (JA)	Socks	Black colour Cotton-Poly fabric
		Shirt (Kurti type) Magenta	Colour Magenta, IRCTC embroidery on collar, Plastic white button. IRCTC Logo on front and back side.
		Black trouser	PV Mat finish %, 2 side pockets, 2 hip pockets.
		Chef Apron (Full)	White colour, cotton matt fabric
		Chef Cap	Colour- Magenta, woven Plain Pattern, IRCTC Logo embroidered on front side.
		Black socks	Colour – Black Cotton
4.	Helper / cleaner(JA)	Black Shoes	Plain Black colour derby, Leatherette material with laces.
		Dangari	Dark green Colour, acid proof, anti wrinkle, anti shrink and water proof.
		Dark green socks	Cotton- poly fabric socks, dark green colour
		Black Shoes	Black rubber shoes/ Gum boot
		Dark green Cap	T- type, dark green colour Cap, IRCTC Logo embroidered on front side.

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	<ul style="list-style-type: none"> • Sale / Service of Cold food • Undue delay in service of food • Poor presentation of food takeaway pkts/tray, leaking of casseroles etc. • Discourteous service. 	Rs 1,000/-
Level II	<ul style="list-style-type: none"> • 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. • Non refund of change. • Forcing other item in lieu of change 	Rs 2,000/-
Level III	<ul style="list-style-type: none"> • Non availability of Veg/ Non Veg meal as per Standard menu. • Hair found in food • Less weight of food • Talking in harsh tone with Passenger. 	Rs 5,000/-
Level IV	<ul style="list-style-type: none"> • Non availability of digital mode for payment by passenger. • Non issuance of bills/Invoice • Demanding of tips • Non availability of std Menu/ meal and forcing extra items • Foreign inert particles such as wood, metal, plastic etc found in food • Stale food served 	Rs 10,000/-
Level V	<ul style="list-style-type: none"> • Sale of unapproved brand of PAD items & PDW (Packaged Drinking Water). • Insect found in food such as flies / worms/ cockroaches/ ants etc • Use of Abusive language with the Passenger • Non issuance of Bill in spite of demand • Overcharging. • Complaints of sickness after consumption of food. 	Rs 20,000/- Second occurrence within 3 months Rs 50,000/-
Level VI	<ul style="list-style-type: none"> • Man Handling the Passenger • Lizard, mouse etc. found in food • Hospitalization of passengers attributable to food poisoning 	Minimum Rs 50,000/- 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 unit, 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.

ANNEXURE 'E'

**PRESENT TRANSFER RATES FOR THE MEALS SUPPLIED TO RSD AND MAIL/
EXPRESS TRAINS**

Transfer Rates of Veg. & Non-Veg. meal (Lunch/Dinner) for RSD Pre-paid trains		
SN	Class	Payable to Static/Prod. Unit (Excl GST)
1	1A/EC	116.72
2	2A/3A/CC	88.66
3	SL (Duronto)	57.24

(At present only Lunch / Dinner are aligned. Transfer rates for breakfast will be advised as and when aligned)

Transfer Rates of Std. Casserole Meal (Lunch / Dinner) for M/Exp. Post-paid trains				
S.N	Meal	Tariff (Incl. Tax)	Payable by Mobile unit (Incl. GST) to Kitchen Unit	License Fee @ 12% (Excluding GST) payable by Static Unit to IRCTC
1	Standard Meal Veg.	80.00	60.00	6.86
2	Standard Meal Non-Veg. with Egg Curry	90.00	68.00	7.77
3	Standard Meal Non-Veg. with Chicken Curry	130.00	98.00	11.20
4	Veg. Biryani	80.00	60.00	6.86
5	Egg Biryani	90.00	68.00	7.77
6	Chicken Biryani	110.00	83.00	9.49

(At present only Lunch / Dinner are aligned. Transfer rates for breakfast will be advised as and when aligned)

Agreement towards Waiver under Section 12(5) and Section 31-A (5) of Arbitration and Conciliation (Amendment) Act

I/we.....(Name of agency/contractor) with reference to agreement dated.....raise disputes as to the construction and operation of this contract, and demand arbitration in respect of following claims:

Brief of claim:

Claim 1- Detailed at Annexure-

Claim 2- Detailed at Annexure-

Claim 3- Detailed at Annexure-

I/we..... do agree to waive of applicability of Section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant..... Signature of Respondent.....

I/we.....(Name of Claimant) with reference to agreement dated..... hereby waive of applicability of subsection 31A (2) to 31A (4) of Arbitration and Conciliation (Amendment) Act. We further agree that cost of arbitration will be shared by the parties in terms of Arbitration clause of the agreement.

Signature of Claimant..... Signature of Respondent.....

ANNUAL PERFORMANCE ASSESMENT REPORT

Refreshment Room
ANNUAL PERFORMANCE ASSESMENT

S. No	Parameter					Weightage	Marks	Marks Awarded
A	Compliance of Tender conditions					20		
	Based on DGM/JGM/AGM' Report							
	a	Adequate Equipment				5		
	b	Adequate no of staff				5		
	c	Submission of Reports as per schedule				5		
	d	Payment of License fee & other dues				5		
B	Day to Day Operations					10		
	Based on Station officer / Area officer's Report							
	a	Mise en scene & Mise en place				2		
	b	General Hygiene (Personal, Equipment & Surroundings)				2		
	c	Quality of Food				2		
	d	Responsiveness of Manager to customers				2		
	e	Skill sets / Behaviour of Staff				2		
C	Customer satisfaction survey					20		
	Based on report of external agency, Feedback collected and 139							
			>	81%		20		
		71	to	80%		15		
		61	to	70%		10		
		51	to	60%		5		
			<	50%		0		
D	3rd Party Food Audit					20		
	Based on the Report of External agency engaged by IRCTC							
			>	81%		20		
		71	to	80%		15		
		61	to	70%		10		
		51	to	60%		5		
			<	50%		0		
E	Inspection by IRCTC Officers (DGM & Above)					10		
	Based on the Consolidated Inspection Reports							
	a	Valid documents, Records, Billing				5		
	b	Quality & Hygiene				5		
F	Zonal GGMs Assesment					20		
	As per the Assesment of GGM based on the performance of license							
	a	Timely payment of License fee				10		
	b	Reduction in no of complaints				5		
	c	Responsiveness, compliance & Improvement				5		
				Total	100			

INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the integrity pact) is made on ____ day of ____, 2023 between Indian Railway Catering & Tourism Corporation Limited (hereinafter referred as “IRCTC”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns.

And

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

Preamble

The IRCTC intends to award, under laid down organizational procedures. Contract/s forThe IRCTC values full compliance with all relevant laws of the land, rules, regulations. Economic use of resources and of fairness/transparency in its relations with its bidder(s) and / or contractor(s).

In order to achieve these goals, the IRCTC has appointed Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the IRCTC

- (i) The IRCTC commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the 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.
 - (b) The IRCTC will during the tender process treat all bidder(s) with equity and reason. The IRCTC will in particular, before and during the tender process, 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.
 - (c) The IRCTC will exclude from the process all known prejudiced persons.
- (ii) If the IRCTC obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the IRCTC will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- 1) 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.
 - (a) 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, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s) Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts,

submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- (c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s) Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or document provided by the IRCTC as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - (d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign IRCTCs, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - (e) The Bidder(s) Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (f) 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.
 - (g) The Bidders(s) Contractors to disclose any transgressions with any other company that may impinge on the anti corruption principle.
 - (h) In case of 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-contractor also sign the IP.
- (2) The Bidder(s) Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualifications from tender process and exclusion from future contracts

If Bidder(s) Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the IRCTC is entitled to disqualify the Bidder(s) Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 - Compensation for Damages

- 1) If the IRCTC has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the IRCTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) IRCTC is entitled to terminate the contract according to section 3, 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 5- Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any public sector enterprises in India 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 6- Equal Treatment of all Bidders/Contractors/ Subcontractors

- (1) In case of sub-coordinating, the IRCTC contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.
- (2) The IRCTC will enter in to agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The IRCTC will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s) /Contractor(s) / Subcontractor(s)

If the IRCTC obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a bidder, contractor or subcontractor which constitutes corruption, or if the IRCTC has substantive suspicion in this regard, the IRCTC will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor

- (1) The IRCTC appoints competent and credible Independent external monitor for this pact after approval by Central Vigilance Commission. The task of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The IRCTC has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

a) Dr. Pravez Hayat, IPS (Retd.), E-mail.- phayatips@gmail.com

- (3) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/Contractors as confidential. He/ She reports to the CMD IRCTC.
- (4) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the IRCTC including that provided by the Contractor. The Contractor will also grant the Monitor upon his/her request and demonstration of a valid interest, unrestricted the unconditional access to their project documentation. The same is applicable to sub-contractors.
- (5) The Monitor is under contractual obligation to treat the information and documents of the bidder(s)/ contractor(s)/ Sub contractor(s) with confidentially. The Monitor has 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 IRCTC will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the IRCTC and the contractor. The parties offer to the Monitor the option to participate in such meetings.
- (7) As soon As the monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the management of the IRCTC and request the management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (8) The Monitor will submit a written report to the CMD, IRCTC within 8 to 10 weeks from the date of reference or intimation to him by the IRCTC and should the occasion arise, submit proposals for correcting problematic situations.
- (9) If the monitor has reported to the CMD IRCTC, a substantiated suspicion of an offence under relevant IPC/PC ACT, and the CMD IRCTC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (10) The Word 'Monitor' would include both singular and plural.

Section 9- Pact Duration

This pact begins when both parties have legally signed it, It expires for the contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the CMD of IRCTC.

Section 10- Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the IRCTC, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) 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.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, 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)

