



NOTICE INVITING TENDER

OPEN E-TENDER NO. CO/NIT/FP-FFU/2023/07 as per Tender Document No.:- FP/09/Revision/00.

SUBJECT: E-TENDER CUM AUCTION FOR SETTING UP, OPERATION AND MANAGEMENT OF FOOD PLAZAS AT RAILWAY STATIONS.

Indian Railway Catering and Tourism Corporation Ltd. (IRCTC) invite bids through E Tender for setting up, operation and management of Food Plazas at Railway stations.

The bids will consist of two packets – Packet-A and Packet-B. Packet-A will consist of Technical and other conditions as laid down in the Bid document. Packet-B shall consist of the Financial Bid as per conditions laid down in the Bid document.

Bidders are required to deposit an amount of Rs.3,00,000/- (Rs. Three Lakh Only) as EMD prior to submission of E-Tender through online payment. The Bids uploaded without EMD will not be entertained.

The successful bidder shall be intimated about the Award of License within 150 days of opening of bid.

This Tender Document consists of:-

- (i) Notice Inviting E-Tender – **02 pages**
- (ii) Tender Document no.:- FP/09/Revision/00-**77 pages**
- (iii) Annexure C & Annexure D – **06 pages**

**For Indian Railway Catering and
Tourism Corporation Limited**

GM/SCS



Scheduled Date and Time for on-line Submission and Opening of Food Plaza Tenders

SN	Station	Last Date and Time for on-line Submission of Tender:		Date and Time for on-line Opening of Tender :	
		Date	Time (Hrs.)	Date	Time (Hrs.)
1	Ballia	18.10.2023	15.00	18.10.2023	15.15
2	Anand	18.10.2023	15.00	18.10.2023	15.15
3	Vadodara	18.10.2023	15.00	18.10.2023	15.15
4	Bhavnagar	18.10.2023	15.00	18.10.2023	15.15
5	Indore	18.10.2023	15.00	18.10.2023	15.15
6	Mumbai Central	18.10.2023	15.00	18.10.2023	15.15

Type wise Bifurcation of Food Plaza:

SN	Station	Type of Food Plaza
1	Ballia	TYPE-A
2	Anand	TYPE-A
3	Vadodara	TYPE-A
4	Bhavnagar	TYPE-A
5	Indore	TYPE-A
6	Mumbai Central	TYPE-A





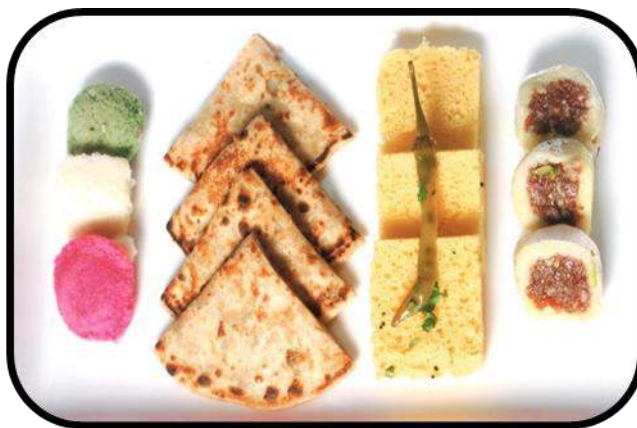
FOOD PLAZA

CIN No. L74899DL1999GOI101707

Website: www.irctc.com email id: fp.ffu@irctc.com

“LICENSEE OPERATION”

E-TENDER CUM AUCTION FOR SETTING UP, OPERATION AND MANAGEMENT OF FOOD PLAZA AT A1 & A CATEGORY RAILWAY STATIONS:



TENDER DOCUMENT NO. :- FP/09/REVISION/00



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DISCLAIMER

1. The information contained in this Tender is being provided by IRCTC for the open tender purposes of enabling the Bidders to participate and submit a bid in response to this tender for setting up, operation and management of Food Plaza/Fast Food Unit at Railway Stations. In no circumstances shall IRCTC, or its respective advisors, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this Tender, or the Bidding Process.
2. The objective of the Bid document is to provide the prospective Bidder(s) with all relevant information to assist the formulation of proposals or bids.
3. This Tender may not be appropriate for all persons, and it is not possible for the IRCTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.
4. Nothing in this Tender shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation or submission of their Bid. IRCTC reserves the right to amend this Tender or its terms and any information contained herein or to cancel the Bidding Process or altogether abandon the Project at any time by notice, in writing, to the Bidders. Further, it may in no event be assumed that there shall be no deviation or change in any of the herein-mentioned information.
5. IRCTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.
6. Laws of the Republic of India are applicable to this Tender.
7. 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.



INSTRUCTIONS TO THE TENDERERS

1. This Tender Document can only be viewed <http://www.irctc.com>, & <http://www.tenderwizard.com/IRCTC> and will be submitted/ received online at <http://www.tenderwizard.com/IRCTC> only, as prescribed in point no 4 of "INSTRUCTIONS TO THE TENDERERS".
2. The tender document is common for all Food Plazas at all Stations irrespective of the Station category.
3. To participate in the E-Tender, it is mandatory for the bidders to register themselves with M/s ITI. A detailed procedure for bidding is placed at www.tenderwizard.com/IRCTC.
4. The description given for the locations are only indicative and the actual locations to be viewed in the sketch / site plans enclosed with this document. Bidders are advised to survey the locations on their own.
5. Online submission "**Annexure A**" will construe that bidder has read & accepted all the conditions of tender.
6. The applicant should upload complete set of documents in support of Eligibility Criteria as mentioned in this Document (**Annexure – B**).
7. All documents enclosed, in support of Technical Criteria mentioned in Annexure – "B", should be digitally signed. Failure to attach copies in aforementioned way may lead to disqualification of the bidder.
8. Corrigendum/Addendum to this Tender, if any, will be published on website www.irctc.com, www.tenderwizard.com/IRCTC. No newspaper press advertisement shall be issued for the same.
9. For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at **tenderwizard.com helpdesk no. 011-49424365 or cell no. 09599653865**.



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	2 hrs
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) Technical Bid
 - b) Financial Bid
 - c) e- Auction
- ii) For the proposed e- auction, only technically qualified Bidders having a valid digital certificate alone shall be eligible to participate.
- iii) 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.
- iv) The Tender wizard will provide all necessary guidance before commencement of online bidding on Internet. Bidder if required can avail the guidance of Tender wizard (tenderwizard.com helpdesk no 011-49424365 or cell no 09599653865) to get acquainted with the system.
- v) E- auction will be conducted on scheduled date & time.
- vi) 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).
- vii) 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 Tender wizard/ auctioneer.
- viii) 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.
- ix) 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.
- x) 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.
- xi) At the end of e- auction event, the highest Bid value will be known on the network.
- xii) 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.
- xiii) 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.
- xiv) 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.

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 Tender wizard 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 tender wizard 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 tender wizard 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 Tender wizard 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 Tender wizard / 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).



1.0 DEFINITIONS

IRCTC	Shall mean 'Indian Railway Catering and Tourism Corporation Ltd.', a Government Company incorporated under Companies Act 1956.
Licensee	Shall mean any Company / Partnership Firm/Proprietorship/ Individual which has been incorporated/registered/authorized to undertake Food and Beverages business under the law and has been awarded the License by IRCTC and includes his heirs, executors, administrators of the successors and assigns.
License fee	As Defined in article 2.1 (Financial Terms & Conditions)
Security Deposit	As Defined in article 2.4 (Financial Terms & Conditions)
Party	Shall mean either the IRCTC or the Bidder.
Day	Shall mean a calendar day.
Interpretation	Words importing persons or parties shall include firms and organizations.
Jurisdiction	The Courts situated at New Delhi will have exclusive jurisdiction in relation to any disputes under the bid document/license agreement.



Annexure – ‘A’**(Format for on- line submission of Bid)**

**Group General Manager/P&T
Indian Railway Catering and Tourism Corporation Ltd.
11th Floor, Statesman House,
148, Barakhamba Road
New Delhi-110 001.**

Subject: On-line submission of Bids for Setting up, Operation and Management of Catering Services at Food Plaza at Railway Station- undertaking.

Dear Sir,

- a. I / We _____ have read the general guidelines and bid document attached hereto containing the Terms and Conditions, draft agreement and agree to abide by such conditions. I / We offer the Bid for License for management of catering services in Food Plaza atRailway station in the attached schedules and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of License. **I fully understand and abide by the tender conditions. If found successful I will sign it as an agreement without seeking any change.**
- b. I / We hereby undertake to submit hard copy of the Bid document duly signed, in case I/We are declared successful bidder along with letter of acceptance of terms and conditions.
- c. I/We understand that the submission of offers / bids does not guarantee allotment of License for management of catering services.
- d. I / We further understand that in case of any information submitted by me / us being found to be incorrect, IRCTC will have the right to summarily reject the bid, cancel the License or revoke the same at any time with forfeiture of Security Deposit and license fee including debarment for a period of 3 years at any time without assigning any reason whatsoever. IRCTC may also initiate criminal action as contemplated under the provision of IPC for submission of wrong/fraudulent documents.
- e. In case of acceptance of Bid by the IRCTC, I / We undertake myself / ourselves to execute the License agreement without seeking any change within the time frame stipulated by IRCTC and to commence the work as per the terms and conditions of the License failing which, I / We shall have no objection to the forfeiture of full Security Deposit, deposited by us with IRCTC, New Delhi in addition to other penalties specified under the terms of License.
- f. IRCTC and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this bid.
- g. On account of non-acceptance of award of license or on account of not fulfilling tender conditions within the prescribed time, I/We understand that IRCTC shall forfeit the SD besides debarring me / us from participation in the future projects of IRCTC for a period of one year.
- h. We voluntarily agree that the Courts situated at New Delhi will have exclusive jurisdiction in relation to any disputes under the bid document and tender evaluation.
- i. I / We are Company/ Partnership Firm/ Proprietorship firm (please tick as applicable.)
- j. I / We are not debarred/ Blacklisted by IRCTC, IR OR by any Govt. Institutions.



- k.** I / We do hereby confirm that I / We have the necessary authority and approval to submit this bid for License for management of catering services.
- l.** A notice or letter of communication addressed to me / us at the given address given in the Bid, even by ordinary post/e-mail will be deemed to be valid and proper notice of intimation to me/us.
- m.** I _____ s/o _____ r/o _____
furnishing this undertaking in my capacity as an individual / partner of firm _____ / Director of Body Corporate _____ and state as under: -
- n.** That I/we hold as on date following catering Licenses on Indian Railways/IRCTC including awarded contract:

Station/Train	Type of Unit	Details

- o.** I/ We hereby certify that our firm does not have the units (including brand name) exceeding maximum of 2 Food Plazas/Fast Food Units/Food Courts/QSFks per Division and a maximum 25 units over Indian Railways as stipulated in Catering Policy 2017.
- p.** I/ We are required to deposit an amount of Rs.3,00,000/- (Rs. Three Lakh Only) as EMD, prior to submission of E-Tender, through online payment. The Bids uploaded without EMD will not be entertained.

VERIFICATION:

Verified at _____ on this _____ day of _____ year, that the contents of the above undertaking are true and correct to my personal knowledge, no part is false and nothing material has been concealed there from.

Date :

Place:

On behalf of

Authorized signatory
Name / Designation and seal
Address:
e-mail
Tele & Fax



**GENERAL CONDITIONS OF LICENSE
SECTION -ONE**

PACKET – “A”

“Tender Conditions & Technical Bid”

**E-TENDER FOR SETTING UP, OPERATION AND MANAGEMENT OF IRCTC FOOD
PLAZAS AT RAILWAY STATIONS.**

1. The E-tender is not transferable.
2. The intending tenderers are advised to study the E-tender conditions of this License and make themselves conversant with their contents as these shall govern this License and shall form an integral part thereof.
3. Tenderers are also suggested that they should visit the proposed site(s) so as to see the actual ground conditions, before submitting their bid(s).

1.0 GENERAL INFORMATION

- 1.1 Format for submission of Bid is enclosed as **Annexure-A.**
- 1.2 Format for Eligibility Criteria is enclosed as **Annexure – B.**
- 1.3 Location of the proposed unit, approximate size of the unit, Minimum license fee, Security Deposit) is enclosed as **Annexure – C.**
- 1.4 Site / Sketch plan of all specific stations /locations intended for award of licence is enclosed as **Annexure – D.**
- 1.5 Format for integrity pact, if applicable, is enclosed as **Annexure – E.**
- 1.6 Format for Packet – ‘B’ (Financial Bid) is enclosed as **Annexure – F.**
- 1.7 Draft Agreement is enclosed as **Annexure – G.**
- 1.8 Agreement towards Waiver under Section 12(5) and Section 31-A (5) of Arbitration and Conciliation (Amendment) Act **Annexure-H**
- 1.9 Mandatory updation of labour data on Railway’s shramikkalyan portal www.shramikkalyan.indianrailways.gov.in **Annexure-J.**
- 1.10 Penalties for Deficiencies noticed during Inspections & Established complaints as **Annexure-K**

2.0 SCOPE OF WORK

IRCTC will provide space, on as is where basis is. The Licensee will have to construct the building or renovate the space, as the case may be, in consonance with the existing building bylaws of the State/Railways. The covered area will normally not exceed a specified limit fixed by IRCTC. A standard Food Plaza will have the following characteristics:

2.1	IRCTC Menu, Variety of Food & Beverage Items	:	<p>IRCTC Food Plaza will provide multi cuisine food items. As per applicability of local laws and guidelines. Food Plaza will also provide snacks, hot & cold beverages, combo meals, a-la-carte items, packaged items (PAD) etc. to cater to a large cross-section of people. Licensee will provide local popular items and other food items.</p> <p>1. Licensee will submit the price list of items along with their</p>
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			<p>weight/ portion size and rates in its letter head duly signed and stamped by authorized signatory on each page in duplicate form.</p> <p>2. IRCTC Zonal office will sign and stamp on each page of the Price List submitted by licensee. One copy shall be retained by Zonal Office for office record and one copy shall be handed over to licensee as an approved price list.</p> <p>3. The revision of rates can be done only after six months from last revision.</p>
2.2	Single/Multi Outlet & its Operation		<p>The Food Plaza will have three kinds of format i.e. Type A, Type B & Type C.</p> <p>1. Type A: Will be a Standard FP format for the places which do not have high footfall, less popular stations or smaller A category stations in terms of catering.</p> <p>2. Type B: Will be of Branded FP will be operated by a renowned national or multinational brand having outlets in at-least 4 cities out of Delhi, Mumbai, Kolkata, Chennai, Ahmedabad, Pune, Hyderabad & Bangalore, outside Railway premises. These will be taken up on selected A1 and A category stations.</p> <p>3. Type C: Multi Cuisine and Multi-Operators at selective stations the Food Plaza operator will have a local F&B Outlet or a branded player as defined above in addition to its own brand. Hence there will be a minimum of two brands functional which will operate like a food court with common sitting area.</p> <p>The FP shall have common minimum facilities such as,</p> <p>Gas Bank Toilet (<i>Provision of Toilet may be kept, if feasible. Toilet may be kept away from the F&B activities within the premises.</i>) Water cooler Wash basin Trash cans Entry/ Exit doors Billing counter Air conditioning Sitting facilities</p> <p>No sub-licencing is permitted.</p>
2.3	Common Area	:	<p>The common areas will be appropriately furnished and may include trashcans and any other items considered necessary. The licensee, who is in contractual agreement with IRCTC, will himself maintain and operate the common area (passage, entry, exit, staircase etc.).</p>
2.4	Extent of operation by the	:	<p><u>For Type A Food Plaza:</u> Normally the licensee should himself operate the Food Plaza. If the licensee intends to engage service</p>



	Licensee / Service Provider.	<p>provider(s), he may engage service providers for various cuisines, as per requirement, with the written approval of IRCTC.</p> <p>A maximum of 50% of the available space excluding common area may be operated by the service provider(s) and the remaining 50% may be operated by the licensee.</p> <table><tr><th>Area in sq.ft.</th><th>Minimum No. of Service Providers required besides prime licensee</th></tr><tr><td>Up To 2000</td><td>01</td></tr><tr><td>More than 2000</td><td>02</td></tr></table> <p>However, the above % of distribution of space may be changed with the approval of IRCTC/Corporate office on receipt of report of IRCTC, Zonal Heads.</p> <p>For Type C: The licensee must necessarily bring in local cuisine/other reputed brands (as given in table below) by way of franchising/tie ups. The other cuisine/brands outlet should be clearly demarcated as in case of multiple brand food courts in the Food Plaza at specified stations with approval of IRCTC as under:</p> <p>Some of the suggested cuisines/ Food Segments are :</p> <ul style="list-style-type: none">• Indian• South Indian• Chinese/Oriental• Pizza/Burger brands• Ice-Cream/Shakes/Juices• Bakery & Confectionary• Fast Food /Continental• Coffee Shops• Local or Generic Ethnic Cuisine <p>No sub-licensing is permitted.</p>	Area in sq.ft.	Minimum No. of Service Providers required besides prime licensee	Up To 2000	01	More than 2000	02
Area in sq.ft.	Minimum No. of Service Providers required besides prime licensee							
Up To 2000	01							
More than 2000	02							
2.5	Adequate Infrastructure	<p>: 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>The arrangements for providing Genset /pump etc. should preferably be made within the allotted area. No additional space will be provided.</p> <p>However, if Railway provides additional area on request, such space shall strictly be used for non commercial purpose only e.g.</p>						



			<p>for housing transformer/ Bore well etc. on the basis of payment of pro-rata Land License Fee.</p> <p>If any time during the currency of contract, it is found that additional space provided is being utilized for commercial activity then the pro-rata Quoted license Fee along with penalty shall be charged from the date of handing over of additional space.</p>
2.6	Construction of Food Plaza	:	Licensee will construct/renovate Food Plazas as per building bye laws of the State and Railways. Licensee should provide drainage facility in the Food Plaza plan. IRCTC/Railways will approve the plans and specifications. Mezzanine floor wherever feasible may be constructed by the Licensee with the approval of IRCTC and Railways and subject to state bye-laws.
2.7	Staff facilities	:	Toilet (<i>Provision of Toilet may be kept, if feasible. Toilet may be kept away from the F&B activities within the premises.</i>) and Changing room facilities for staff may be provided outside the customer area of the Food Plaza.
2.8	Dealing with Licensee Only	:	IRCTC will enter into an agreement only with the Licensee who will be responsible for fulfillment of all licence conditions with IRCTC. IRCTC shall <u>not</u> enter into any agreement or deal with in any manner with any of the approved service provider(s). The Licensee will have to make his own arrangements with the service provider and would be responsible for their performance and conformity to the procedures, rules etc.
2.9	Take away /Parcel counter and book a meal.	:	Food Plaza may have takeaway counter. Prescribed food grade packaging material should be used for packing the food items. Food Plaza shall have to supply meals through IRCTC e-catering services, at the agreed rates and menu. Licensee shall not book meals through any means including phone, internet etc. All above packaging shall have approved co-branding with IRCTC logo.
2.10	Promotional activities	:	Promotional activities such as free gifts, joyride etc., within the Food Plaza premises, can be undertaken by licensee, under advise to IRCTC who reserves the right to deny such use.
2.11	Outdoor catering	:	Licensee can do Outdoor Catering in Non-Railway areas from Food Plaza.
2.12	Selling prices	:	<p>All packaged items to be sold at price not more than printed MRP. For other items licensee is permitted to sell items at market driven rates. Locally popular/branded products may be liberally provided at market driven prices.</p> <p>Licensee shall submit the list of items along with their weight/portion size and rates to be sold at Food Plaza. The revision of rates can be done only after six months from last revision.</p>
2.13	Packaged items	:	<p>Packaged items will be sold at not more than printed MRP and brands for packaged items will be as per approved list of IRCTC/Railways.</p> <p>Licensee is free to sell other brands, and will submit the list of brands of packaged items to be sold in the unit for the information of IRCTC. However, IRCTC reserves the right to specify the brands to be sold and such instructions shall be final and binding.</p>



2.14	Ban on sale of Items	:	The following items shall not be sold in the Food Plaza, namely – tobacco products, wine, beer or any other alcoholic drinks or any other item prohibited by Law. Beef and Pork shall not be used in any form in any food items.
2.15	Other facility	:	Licensee may provide facilities such as Cyber/Internet Café, Railway Souvenirs and Doctor on call facilities, May I Help you Counter, Traveling Information, Car Rental, Hotel Booking or any other facility with the prior permission of IRCTC. Licensee shall intimate IRCTC regarding provisions of such facilities and its charges.
2.16	Supply to IRCTC/ Railway units	:	IRCTC shall reserve the right to fix the rates at which the Food items shall be supplied to Railways/IRCTC as and when required and so demanded at transfer rates prescribed by IRCTC. Present transfer rate to IRCTC/Railway is 60% for bulk meals and 75% of packed meal. The above % of transfer rates is subject to change as advised by IRCTC.
2.17	Supply of food, through platform vending	:	Platform vending may be/may not be permitted through the Food Plaza, subject to feasibility and Railway's permission. Licensee will seek prior approval from IRCTC in this regard.
2.18	Supply of Rail Neer (PDW)/Fruit Drink by IRCTC	:	It is mandatory for the Licensee to sell Rail Neer (Packaged Drinking Water – 1000 ml) in such quantities & rates prescribed by IRCTC from time to time. The Licensee will be responsible for storing, cooling and distributing 'Rail Neer' to the passengers. In case of non availability/inadequate supply by IRCTC, The concerned zonal officer of IRCTC will give a time bound approval in writing regarding non-availability/inadequate supply to the Licensee who will make it available for the scrutiny of the inspecting officials. In such cases Licensee will be permitted to sell packaged drinking water and branded Fruit Drink approved by IRCTC from time to time.
2.19	ISO Certification & FSSAI license	:	Licensee will be required to get the unit ISO certified as per 22000:2005/ HACCP or as amended from time to time, within one year of operation of the unit and FSSAI License within sixty days of the operation of the unit.
2.20	Display of Rate List	:	Licensee will display approved rate list behind the billing counters and other place so to display the rate list conspicuously. The rate list and menu card should display the net approved rates of each item. Applicable % of Taxes should be displayed separately at the bottom of the rate list with indication that these are chargeable extra/ inclusive.

3.0 PERIOD OF LICENSE

3.1	Total tenure of License	:	Term of License for Food Plaza will be (9) Nine years from the date of commissioning of the unit. There will be no further extension/ renewal after expiry of license.
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4.0 SUBMISSION OF BIDS

4.1	Papers to be submitted	:	<p>Packet A (Technical Bid) and Packet B (Financial Bid) shall be uploaded online.</p> <p>a. Papers to be uploaded in Packet ‘A’</p> <ul style="list-style-type: none"> - Technical bid – Annexure ‘A’ along with supporting document. - Bid document signed and stamped on each page OR digitally signed <p>b. Papers to be uploaded in Packet ‘B’</p> <p>Financial bid in the prescribed format (Annexure – ‘F’).</p>
4.2	IRCTC reserves the right to terminate the bidding process	:	IRCTC reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages that the bidder may incur in the process. The Bids can be rejected without assigning any reason. The bidding process is completed with the issue of letter of award of license to the successful bidder by IRCTC.
4.3	Bids not to be entertained	:	<p>Conditional / Telegraphic Bids /Physical Bids shall not be entertained. Photocopy/reproduction on party’s letterhead is not permissible. Financial bid, including all the pages of the bid document, duly stamped and signed OR digitally signed by the bidder(s) should be uploaded.</p> <p>Bids submission process will be end as per prescribed schedule. After due date and time submission of tender will not be possible.</p>
4.4	Over writing/cutting not allowed	:	Once the tender is submitted only bid documents can be replaced or modified. Other relevant documents cannot be removed but addition of documents is possible within stipulated time.
4.5	Signing and stamping of bid document	:	All the pages of the Bid document must be signed and stamped by the authorized signatory of the applicant. In case of Proprietorship/Partnership firms authorized signatory may be Proprietor/Partner of the firm and in case of company, Copy of the Board’s resolution along with attested signature of the signing authority, failing which the Bid may be treated as invalid.
4.6	Withdrawal of Bid by the bidders	:	<p>If bidder withdraws its bid before opening of tender by uploading the letter in e-tender site, EMD of the bidder will be refunded if already deposited.</p> <p>If bidder withdraws its bids before opening of Financial bid in writing and the letter is uploaded in the tender site before opening of Financial bid, EMD of the bidder will be forfeited.</p> <p>If the bidder withdraws its bids after opening of financial bid, EMD of the bidder will be forfeited. In such case if bidder becomes highest bidder after opening of financial bid, the bidder will be debarred from participating in the bidding process of future projects of IRCTC for a period of 01 year and EMD will be forfeited.</p>



4.7	Date of Submission	:	In case the date of opening of the Bids is a holiday or declared as holiday, the Bids will be opened on the next working day at the same time.
4.8	Debarment		If Bidder or any of its partner/s or sister concern, who have been debarred by IRCTC/Railways/CPSU dept. shall also be debarred from participating in the future projects of IRCTC/Railway Shall not be eligible to participate in the tender, during the period of such debarment.
4.9	Corrupt Fraudulent Practices	or :	<p>IRCTC reserves the right to verify the authenticity of the documents submitted as technical bid –Packet-A, by the applicant. IRCTC shall inspect the physical assets of the successful bidder / applicant as declared in the technical bid (Packet-A). If such an applicant is awarded the licence and on a later date if it is noticed that the Licensee has engaged in corrupt or fraudulent practices, in competing for or in executing the License, the Licensor may, after giving 14 days notice to the Licensee, terminate the License. For the purpose of this Sub-Clause:</p> <p>“Corrupt practices” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in License execution;</p> <p>“Fraudulent practice” means a misrepresentation of facts or submission of forged documents in order to influence a procurement process or the execution of a License to the detriment of the Licensor, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the administration of the benefits of free and open competition.</p>

5.0 SYSTEM OF AWARD OF LICENSE

5.1	Opening of Packet ‘A’		<p>a) Tender will opened on the scheduled Date and Time as prescribed in the tender document.</p> <p>b) Scrutiny of Packet –“A” Technical Bid will done by Tender Committee as per laid down criterion.</p> <p>c) An individual /firm/ company/brand will be allowed to hold, maximum two units per Division, subject to a further limit of 25 units over Indian Railways.</p> <p>d) IRCTC may ask for additional documents/information from the bidders after receipt of bids.</p>
5.2	Opening of Packet ‘B’	:	Following scrutiny of Packet – ‘A’ by IRCTC, Packet – ‘B’ of only those parties will be opened who are found eligible as per laid down criterion.
5.3	Award of License	:	<p>Bidders are required to quote Annual licence fee excluding applicable taxes payable by the bidder to IRCTC during the tenure of the licence, in the prescribed format.</p> <p>Licensee shall pay the applicable taxes payable on licence fee to IRCTC in addition to quoted annual licence fee.</p>



			<p>License to manage catering services will normally be awarded to the Party quoting highest amount of License Fee (per annum) subject to fulfillment of the terms and conditions of the License. However, under no circumstances the quality of services be compromised. In case there is a tie between two or more bidders, the bidder holding the least number of units under a given category will be considered eligible for the award of License. Decision of the competent authority to accept or reject any bid shall final and binding.</p> <p>At the time of allotment of license, the Security deposit shall be payable by the successful bidder along with acceptance of award of license. Detail of security deposit is enumerated at Annexure-C.</p>
5.4	EMD	:	<p>In case the Licensee fails to accept the offer of award of license, his Earnest Money Deposit (EMD) shall be forfeited by IRCTC. The Licensee shall be debarred from participating in the future projects of IRCTC for a period of one year.</p> <p>EMD will be refunded to the unsuccessful bidders without interest.</p>
5.5	Award of License to the Existing Licensee	:	<p>In case an existing licensee is the successful bidder, the handing over of the site to that licensee shall be subject to the clearance of outstanding dues payable to IRCTC.</p>
5.6	Execution of agreement	:	<p>The successful Bidder shall be required to execute an agreement with Zonal Office of IRCTC on non-judicial stamp paper of Rs.100/- at his cost within 30 days time after commissioning of the unit or the additional time as advised by IRCTC. Till then the terms and conditions as enshrined in the tender document and letter of award of License, shall form the binding agreement between IRCTC and the Licensee.</p>
5.7	Validity of bids	:	<p>The financial bids submitted by the bidders will remain valid for One hundred and fifty (150) days from the date of submission of the bid.</p>



Eligibility Criteria for Food Plaza at Railway station(s)

S.No.	Technical Criteria	Details	Page Nos.
		(to be filled by the bidder)	
General Information			
1)	Name and full address of the bidder with Telephone, e-mail & Fax Number(s) and Contact Person.		
2)	Status of the bidder: - Company /Partnership Firm/Proprietorship firm which has been incorporated/registered/authorized to undertake Food and Beverages business under the law – Please Specify		
3)	In case of Company- please enclose Memorandum and Articles of Association along with certificates of incorporation, if company is a public limited then the certificate for commencement of business also to be enclosed.	Submitted/ not submitted	
4)	In case of Partnership Firm- please enclose Certificate of Registration under the partnership Act, 1932 along with valid partnership deed.	Submitted/ not submitted	
5)	In case of Proprietorship or Individual- please enclose a declaration on the letter head	Submitted/ not submitted	
6)	Compliance of statutory laws- please enclose the following: i. Copy of PAN Card ii. Copy of registration Certificate under GST	Submitted/ not submitted	
7)	i. Copy of ESI registration certificate, if applicable ii. Copy of EPF registration certificate, if applicable. In case of non applicability of EPF and /or ESI, the applicant shall submit a declaration to this effect. In case self declaration is found to be false at any stage then contract will be terminated and the firm will be debarred from future tenders for three years.	Submitted/ not submitted	
Mandatory Criteria			
8)	Details of Earnest Money Deposit (EMD) – Rs. 3.00 lakh, through Online in favour of IRCTC Ltd. Bids submitted without EMD shall not be entertained.		
9)	For Type A & Type C:- Bidder should have experience of having operated or currently operating at least 01 (One) food & beverage retail outlet for a period of 01 (One) year during any of the last 05	Submitted/ not submitted	



	<p>FYs (reckoning from the bid due date). FSSAI license along with Annexure-B2 will be considered for experience criteria.</p> <p>For Type B:- The bidder should have outlets in at-least 4 cities, out of Delhi, Mumbai, Kolkata, Chennai, Ahmedabad, Pune, Hyderabad & Bangalore, outside Railway premises. Please enclose copies of currently valid FSSAI license for the units at these locations.</p>		
10)	<p>Minimum 01 (one) year experience in the field of Catering/Hospitality in India – please enclose Certificate as per Annexure B-1 for the said one completed financial year. For establishing that firm is in catering business, Annexure-B2 along with FSSAI license will be considered.</p>	Submitted/ not submitted	
11)	<p>For Type A & Type C:- Average annual Sales Turn Over in any three (03) years out of last Five (05) Financial Years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 should not be less than Rs.2.00 crore (for both A1 & A category of stations), from Catering/Hospitality business in India involving production/sale/service of food items. Trader/ Stockiest/ Distributors are not eligible.</p> <p>For Type B :- Average annual Sales Turn Over in any three years out of last 05 Financial Years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 should not be less than Rs.10.00 crore from Catering/Hospitality business in India involving production/sale/service of food items. Trader/ Stockiest/ Distributors are not eligible.</p> <p>Turnover of the bidder should not be NIL (Zero) in any of the five (05) financial years as above.</p> <p>Please enclose-</p> <ol style="list-style-type: none"> Certificate of sales turnover clearly indicating the sales from Catering business as per enclosed “Annexure-B2” for last completed five financial years, duly certified by the Chartered Accountant. Also enclose Balance sheet and profit & loss account of the last five completed financial years duly audited by the Chartered Accountant. 	Submitted/ not submitted	



	Note-1:- Turnover of last 05 Financial Years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 will be considered to establish that firm is having minimum five years experience in the field of catering/hospitality in India.		
12)	Signed Declaration as per Annexure A	Submitted/not submitted	

Note: -

- 1) The bids received shall be evaluated on the basis of eligibility criteria.
- 2) **Non submission of any of the documents listed in ‘Mandatory Criteria’, mentioned above, shall lead to summarily rejection of the offer. No further correspondence in this regard will be made. However, clarifications may be asked on the ‘General Information’ mentioned above.**
- 3) If the bidder is already operating or awarded any Food Plaza under IRCTC, **for the same or higher category of station**, they need to upload only the following documents:
 - a) Signed copy of declaration “Annexure-A” of Tender Document.
 - b) Certificate of break-up of Sales turnover duly certified by Chartered Accountant “Annexure-B-2” of Tender Document along with audited balance sheet and profit & loss account statements of Financial Years **2018-19, 2019-20, 2020-21, 2021-22 & 2022-23**.**
 - c) In addition to above for **Type B** units, Applicant should have outlets in at least 4 cities, out of Delhi, Mumbai, Kolkata, Chennai, Ahmedabad, Pune, Hyderabad & Bangalore, outside Railway Premises. Please enclose copies of currently valid FSSAI licence for the units.
- 4) **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 (expert in forensic audit) appointed by IRCTC, for which all necessary documents shall have to be essentially provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of 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.**
- 5) **Successful bidder will submit all desired information including printouts of required IT, GST, ESI & PF accounts/ passwords if required for forensic audit.**

I/We _____ do hereby declare that the entries made in the above are true to the best of my/our knowledge and also that we shall be bound by the acts of my/our duly constituted attorney.

I / We hereby understand that the submission of offers / bids does not guarantee allotment of License for management of Food Plaza. 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, IRCTC will have the right to summarily reject the bid, cancel the License or revoke the same with forfeiture of Security Deposit and licence fee including debarment for a period of 3 years at any time without assigning any reason whatsoever.

Dated:

SEAL

(Signature of the Applicant)

Name _____

Address: _____



Annexure-‘B-1’**Self Certificate of experience in Catering Business.**

1. Railway Catering					
A.) List of Units i.e Mobile Units (Train No.) and Static Units (FP,FFU, Jan Aahar, etc.)					
SN	Station/Train No.	Type of Units	From	To	Details , if any

2. Non Railway Catering					
A.) List of Non Railway Catering Units i.e Institutional, Industrial, Out-door, F&B etc.,					
SN	Place	Type of Units	From	To	Details , if any
B.) List of production units of Food and Beverage					
SN	Place	Type of Activity	From	To	Details , if any

Note:-

- 1.) Tenders not accompanied with the above certificate will be summarily rejected. It may please be noted in case information given above is found to be false at any stage of execution, action will be taken as per declaration given by bidder in Annexure –A.
- 2.) Experience of Trader/ Stockist/ Distributors is not acceptable.

Signature of the bidder

Seal

Date



Annexure-‘B-2’

**Certificate of break-up of Sales turnover duly certified by Chartered Accountant
on Letter Head of Chartered Accountant**

A) This is to certify that the Average annual Sales Turnover in last five completed Financial Years from Catering/Hospitality business in India involving Production/Sale/Service of food items of M/s _____ having its office at _____ is as under:

Financial Information					(in
INR)					
Financial Years	2022-23	2021-22	2020-21	2019-20	2018-19
Annual Sales Turnover (in crore)					
AVERAGE ANNUAL SALES TURNOVER (in crore):					
Note: Annual Sales turnover is to be certified by Chartered Accountant/ Statutory Auditors.					

Signature of the chartered Accountant

Name of the Chartered Accountant

Name of the Firm

Seal

Membership No.

Date

UDIN No.

The details submitted by the Bidder in Annexure-‘B-2’ must be correct and with valid UDIN. Annexure-‘B-2’ without UDIN shall not be considered.

NOTE:-

- 1) For establishing the eligibility of bidder as per S. No 11 of Eligibility Criteria, Average annual Sales Turn Over in any three (03) years out of last Five (05) Financial Years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 will be taken.
- 2) For establishing that firm is in catering business, Annexure-B2 along with FSSAI license will also be considered for S.No 10 of Eligibility Criteria for establishing minimum experience.
- 1) Turnover of the bidder should not be NIL (Zero) in any of the five (05) financial years as above.



Annexure-C

Please refer at end of Tender Document



Annexure-D

Please refer at end of Tender Document



Annexure – ‘F’**PACKET – ‘B’****(FINANCIAL BID- To be filled online only)**

**Group General Manager/P&T
Indian Railway Catering and Tourism Corporation Ltd.
11th Floor, Statesman House,
148, Barakhamba Road
New Delhi-110 001.**

Sub: - Management of catering services at IRCTC Food Plaza at Railway stations.

- 1) I/We accept the terms and conditions mentioned in the Bid Document that have been clearly understood by us.
- 2) I/We have duly signed on each page of the Bid Document/Digital signature.
- 3) I/We further certify that we are ready to provide catering services within the time frame given by the IRCTC Ltd. and as per the terms and conditions of the Bid Document and in the agreement to be executed between the parties.
- 4) I/We understand that IRCTC reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.

- 5) **Minimum amount of License Fee**
Payable per annum :

**Details are at Annexure-C for each
station / location**

My/Our financial bid is as under: -

Sl. No	Name of the Station	TO BE FILLED BY THE BIDDER	
		Guaranteed annual License Fee (in Rs.)- excluding taxes as applicable	
		Figures	Words
1	To be filled online only	To be filled online only	To be filled online only

Note: In case of discrepancy in the amount quoted in figure and words, the amount written in words will be taken into consideration.

- 1) The Financial offer will remain open for acceptance for 150 (One hundred and fifty) days from the date of submission of tender.
- 2) Any offer less than the amount referred at item 5 above shall be rejected.

Note: - Any overwriting, correction or insertion will not be accepted.

Date and Place

Signature of the authorized signatory
Name & Designation:
Name of the Firm/Company



GENERAL CONDITIONS OF LICENSE

SECTION -TWO

1.0 PERIOD OF LICENSE

1.1	Total tenure of License	:	Term of License for Food Plaza will be (9) Nine years from the date of commissioning of the unit. <u>There will be no extension/ renewal after expiry of license.</u>
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2.0 FINANCIAL TERMS AND CONDITIONS

2.1	Payment of License Fee	:	<p>The annual licence fee shall be payable by the licensee in advance. The business year shall start from the date of commencement of unit.</p> <p>The schedule of payment of Annual Licence Fee shall be half yearly basis. The annual licence fee shall be payable in two (02) equal installments plus applicable taxes. The licensee shall be required to pay 50% of annual licence fee plus applicable taxes for every 06 months in advance.</p> <p>For 01st business Year: 50% of annual licence fee plus applicable taxes, shall be payable before the handing over of the site. Remaining 50% of the annual licence fee plus applicable taxes, shall be payable before completion of 06 months from the date of commencement of unit. The charging of licence fees shall start on the date of commencement of the unit.</p> <p>From 02nd business Year onwards: The annual licence fee plus applicable taxes for the second business year shall be payable by the licensee in advance on half yearly basis i.e. Licence Fee for initial 06 months of the 2nd business year in advance and similarly for remaining 6 months of 2nd business year in advance.</p> <p>Same payment cycle will be followed for each of the subsequent year of the contract.</p> <p>However, periodicity of payment of licence fee can be relaxed with the approval of Director/IRCTC in view of site related conditions etc. on receipt of report from Zonal Offices.</p> <p>Illustration:</p> <table><tr><td>1</td><td>Payment getting Due on</td><td>01.09.20 (Due Date) – invoice should be raised latest by 21st day of the previous month i.e</td></tr></table>	1	Payment getting Due on	01.09.20 (Due Date) – invoice should be raised latest by 21 st day of the previous month i.e
1	Payment getting Due on	01.09.20 (Due Date) – invoice should be raised latest by 21 st day of the previous month i.e				



					21 st Aug 2020.	
			2	Time allowed for depositing License fee. Due license fee within 10 days of due date.	11.09.20 (Due Date + 10 days)	
			3	Due date + 11 days i.e. 12.09.2020	Reminder to be issued by giving 07 days time for deposit of license fee.	
			4	Due date + 18 days	Show cause notice to be issued by giving another 15 days time to deposit all dues as per terms & conditions of agreement.	
			5	Due date + 33 days	Unit should be closed down. No relaxation at Zonal level in whatsoever case.	
2.2	Assessment of Sales turnover	:	IRCTC reserves the right to assess the sales turnover during the period of Licence. After such assessment, the Licence fee calculated @ 12% of the assessed sales turnover or the annual guaranteed Licence fee quoted by the successful bidder, whichever is higher will be payable. The assessment of sale may be done electronically or by deputing IRCTC officials periodically.			
2.3	Refund of Licence fee	:	In case of pre-mature termination of Licence due to any reason, other than the default/act/omission of Licensee as provided hereafter, Licence fee will be refundable on pro-rata basis.			
2.4	Security Deposit	:	<p>Licensee will pay Security Deposit equivalent to 10% of total contract value i.e. 10% amount of (Quoted Annual License fee + GST x Tenure of contract) within 7 (seven) days from the date of issuance of the LOA by IRCTC, the Successful Bidder shall accept the LOA along with deposit of the Security Deposit.</p> <p>However, IRCTC on receiving request from the successful Bidder, may at its absolute discretion, permit extension of period for deposit of Security Deposit up to a period of 14 (Fourteen) days. In case of failure to deposit the Security Deposit within above the above time period, LOA will be annulled with forfeiture of EMD and firm will be debarred from participation in the future projects of IRCTC for a period of one year.</p>			
2.5	Refund of Security	:	The Security Deposit will be refunded without interest by			



	Deposit		the IRCTC at the time of peaceful vacation of the Railway premises by the Licensee after providing for settlement of all dues or arrears arising out of the use of Railway premises by the Licensee.
2.6	Maintenance of record of gross sales turn over	:	Licensee will be required to maintain proper record of daily sales to ascertain the Gross Sales Turnover (Including Tax) and make it available for inspection by IRCTC. The Licensee shall maintain full records pertaining to the Food Plaza (accounts, vouchers, bills etc.)
2.7	Interest on late payment	:	The delayed payments of Licence fee, without prejudice to any other rights of the IRCTC will attract interest @ 12% per annum calculated for the number of days of default.
2.8	Recovery of outstanding amount	:	IRCTC reserves the right to recover any outstanding dues from the Licensee by adjusting the same against any amount/security of the Licensee or any amount payable to the Licensee either under this contract or any other contract.
2.9	Mode of payment	:	Licence fee, Security Deposit and any other dues shall be payable through Demand Draft/Banker's Cheque drawn at the City of respective Zonal Offices in favour of IRCTC Ltd. or on line transfer to respective office
2.10	Annual returns	:	Licensee shall submit the annual returns of statutory taxes to IRCTC. Annual audited accounts for the unit should also be submitted every year on or before 30th September of the following financial year.

3.0 OBLIGATIONS AND RIGHTS OF LICENSEE

3.1	Construction of Food Plaza	:	Licensee will construct the food plaza as per the approved plan within the area specified in bid documents in accordance with applicable building bye laws. The plans will be forwarded by IRCTC for approval by the respective Railways. (part of Specifications and SOW) There should generally be other facilities also like washrooms etc. The Licensee would also be required to ensure the proper upkeep and maintenance of premises. Licensee should provide covered drainage facility in the food plaza and maintain it regularly.
3.2	Waste disposal	:	The Licensee would have to arrange for adequate solid waste disposal system for the Food Plaza. Licensee will arrange collection of garbage after each service and its proper disposal.
3.3	Engagement of Service Provider	:	<ul style="list-style-type: none"> • <u>For Type A Food Plaza:</u> Normally the licensee should himself operate the Food Plaza. If the licensee intends to engage service provider(s), he may engage service providers for various cuisines, as per requirement, with the written approval of IRCTC. <p>A maximum of 50% of the available space excluding common area may be operated by the service provider(s) and the remaining 50% may be operated by the licensee</p>



		<p>himself.</p> <p>However, the above % of distribution of space may be changed with the approval of IRCTC/Corporate office on receipt of report of IRCTC, Zonal Heads.</p> <p>• <u>For Type C Food Plaza</u> <u>The principal licensee will necessarily engage other local cuisine brands/reputed brands for the purpose of providing multi cuisine, multi outlet/brand food plaza as specified in Scope of Work.</u></p> <p>The selection of other local cuisine brands/reputed brands for engagement of service provider for Type A & Type C Food Plaza would be as per the eligibility criteria given below.</p> <p>The selection/change of any service provider would be permitted only after the approval of the IRCTC. IRCTC will grant such approval in case the service provider fulfills the following criterion:</p> <p>An individual or proprietorship/ reputed firm/ company in Catering / Hospitality business for handling Food & Beverages.</p> <p><u>Should have at least one outlet, outside Railway premises in the city/town where food plaza is situated or the city/town adjacent to it.</u></p> <p>Minimum experience of <u>two (2) years</u> is mandatory in the field of managing food and beverages operations either in India or abroad.</p> <p>The Company/Organization should have a Minimum annual turnover from catering and F&B business for the last completed financial year.</p> <table><tr><th>Category of Station</th><th>Sales turnover per annum</th></tr><tr><td>A-1</td><td>Rs. 1.00 Crore</td></tr><tr><td>A</td><td>Rs. 50.00 Lakh</td></tr></table> <p>The existing outlets <u>other local cuisine brands/reputed brands</u> should be available for the inspection by IRCTC or its representatives.</p>	Category of Station	Sales turnover per annum	A-1	Rs. 1.00 Crore	A	Rs. 50.00 Lakh
Category of Station	Sales turnover per annum							
A-1	Rs. 1.00 Crore							
A	Rs. 50.00 Lakh							



			The <u>other local cuisine brands/reputed brands</u> should have FSSAI, PAN No., VAT and Service Tax, GST registration certificates.
3.4	Payment of other charges	:	<p>Payment of water, electricity and other charges: Licensee would pay the required charges for connection and utilization of electricity, water consumption, conservancy and other applicable municipal and other taxes, if applicable, on actuals. Licensee will assess the water consumption and electricity load requirements for the food plaza and apply for getting the same to concerned Railway authorities through IRCTC. In case, the Railway express their inability to provide the requisite electrical load /water quantity from their installations, then Licensee shall be responsible for arranging the electricity / water connection from state / local authorities subject to clearance from Railway authorities.</p> <p>In case of default, in payment of any dues, IRCTC reserves the right to recover the pending amount by deducting it from the Security Deposit/any other amount payable to the Licensee. It will also charge an interest of 12% per annum for the number of days in default until the balance pending payments is cleared.</p>
3.5	Maintenance of Food Plaza	:	The Licensee would arrange for the Fit-outs or interiors of the Food Plaza as well as its regular maintenance. The Licensee would arrange for the air-conditioning and appropriate ventilation systems for the Food Plaza. The appropriate power backup may be arranged by the Licensee for the entire Food Plaza. Painting and colour washing may be done at least once in a year.
3.6	IRCTC Branding	:	<p>Unit will be IRCTC-branded unit. The distribution of display space on the Outer façade and other areas of the unit, will be broadly as per in Annexure-2 or as amended by IRCTC from time to time.</p> <p>Display of brand by Licensee or its Service Provider shall not be done without the prior approval of IRCTC.</p>
3.7	Certificates/permissions	:	Licensee will obtain necessary certificates/permissions as required by law such as food License, test reports for various food items etc. or as required as per the local regulations from the competent authorities. In case of any offense on the Licensed premises Licensee will be solely responsible for its penalty and consequences.
3.8	Medical examination of staff	:	Licensee shall have his staff examined on payment of prescribed fee by Railway medical officer or any other competent authority designated by IRCTC and gets the requisite certificate issued.
3.9	Display of rate list	:	The Licensee shall exhibit tariff and list of items to be sold, prominently for the information of the customers at the



			Food Plaza as have been agreed upon from time to time by the IRCTC. There should not be any cutting/overwriting on the rate list/menu cards including pasting of stickers.
3.10	Right of user's only	:	The Licensee will operate the Food Plaza during the term of License on which he would have no legal claim other than that of a user. Premises shall be deemed to be public premises as defined in the Public premises (Eviction of Unauthorized Occupants) Act 1971 and any amendments thereto.
3.11	Relation of Licensee's labour	:	The employees, contractors, service providers etc. of the Licensee will not be in any contractual relation either with the IRCTC or the Indian Railways. If any case or proceedings are instituted against IRCTC on account of non-compliance of any statutory law or non-payment of any of the taxes, the licensee agrees to pay to IRCTC, the cost imposed, if any, and also the cost of litigation.
3.12	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 said premises, including death or injury caused by the negligence of the Licensee or the Licensee's failure to perform its obligation under the agreement.
3.13	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 authorities. Licensee will make available the premises for the inspection by the IRCTC or any person so authorized by the IRCTC at any time.
3.14	Compliance of Food Safety and Standard Act	:	Licensee shall be responsible for the compliance of the provisions of Food Safety and Standard Act, 2006 or any other amendments thereto.
3.15	Compliance of statutory law	:	Licensee will be responsible for compliance with applicable laws such as GST Law (GST registration should not be under composite scheme), Sales Tax Law, Service Tax Law, Provident Fund Law, Labour Law or any other law of the land and registration/approval from statutory authority, if required. If any case or proceedings are instituted against IRCTC on account of non-compliance of any statutory law or non-payment of any of the taxes, the licensee agrees to pay to IRCTC, the cost imposed, if any, and also the cost of litigation.
3.16	Use of standard products	:	All food ingredients being used for preparation/service to the passengers shall conform to provisions of Food Safety and Standard Act and all these items should have IRCTC's approval.
3.17	No unlawful/ illegal activity	:	Licensee shall not carry on any unlawful immoral or illegal activity at the station.



3.18	Provision of suggestion book	:	The Licensee shall keep a suggestion/complaint book at a conspicuous place where the passengers can register their suggestions/complaints without any difficulty. This suggestion book shall be serially numbered and pre-authenticated by the IRCTC.
3.19	No use of plastic material	:	Normally Eco-friendly/bio-degradable packaging material should be used for supply of food items. If unavoidable, then only food grade recyclable plastic may be used. The Licensee will do garbage collection and disposal in a satisfactory manner.
3.20	Provision of fire extinguishers	:	The Licensee shall provide 2 Nos. of 4 kg capacity halon type fire extinguishers. Upkeep and maintenance of the fire extinguishers shall be the responsibility of the licensee.
3.21	Fire Fighting training	:	All the staff deputed in the Food Plaza may be trained in firefighting and a competent certificate issued by the Competent Authority should be available in the Food Plaza.
3.22	Standard of services	:	The Licensee is expected to provide good quality of food and beverage in hygienic and presentable conditions. Maximum retail price, manufacturing date, expiry date, batch no. etc. should be printed on the packages.
3.23	Service wares etc.	:	Crockery, cutlery, napery and other service wares used in the Food Plaza are required to be of good quality as per industry norms. IRCTC may specify quality, colour scheme and printing on the above material which will be binding on the licensee. IRCTC reserves the right to prescribe packaging conditions from time to time.
3.24	Staff	:	The staff to be deployed at station must be well groomed and wear neat and clean uniforms with name badges. For Supervisors, Service, Production and Support staff the design and colour scheme should be different for easy identification. The Licensee shall inform the pattern and style of uniforms to be adopted for staff. IRCTC may specify design, pattern and colour scheme for uniform of the staff at the unit. The licensee will abide by such instructions. Staff must be courteous and polite to every passenger at all times. Staff must be trained in catering services and the service should be of a high order. Prior approval of IRCTC has to be obtained for the number of staff to be deployed in the Food Plaza. Number of staff permitted in each outlet will be in proportion to the activity of each sub-unit.
3.25	Issue of proper bills	:	Licensee will install computerized billing system and issue proper bills to the passengers for sale of all items as per agreed rates.
3.26	Installation of AVMs	:	Licensee shall be allowed to install automatic vending machines (AVM) of reputed company for hot and cold beverages (within the unit allotted). The Licensee shall pay



			usual electricity/water charges.
3.27	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.
3.28	Provision of catering services in emergent situations	:	The Licensee will be required to provide catering services on demand to Railway personnel and passengers in case of emergencies, accidents, and restoration. Payments will be made subsequently on presentation of bills.
3.29	Cleaning of utensils	:	The Licensee shall ensure that utensils, crockery etc. are washed and cleaned with clean water and standard quality detergent/soaps. Recycling dirty water for cleaning shall not be allowed.
3.30	Damage to Railway premises	:	The Licensee shall be responsible for all damages caused to the Railway premises arising out of facts of omission and commission of their staff.
3.31	Licensee to provide other services	:	The Licensee shall undertake to render any other service as may be required of him by the IRCTC on mutually acceptable terms.
3.32	Cancellation/ withdrawal/ non-operation of catering service	:	In case the cancellation/withdrawal/non-operation of the catering services at station is for a period of 30 days or more, the agreement will be in abeyance. The tenure of the agreement will be extended by corresponding period at the restoration of catering services.
3.33	Handing over of premises	:	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 Railway premises together with all his belongings and effects and shall deliver vacant possession of the premises to the IRCTC/Railways with the IRCTC/Railways' fixtures and effects therein in good condition.



3.34	Use of containers only	:	Staff of the Licensee shall not carry any food item in their pockets/card boxes/mineral water cartons etc. and only food grade container should be used for this purposes.
3.35	Use of gloves	:	Waiters should service with disposable food grade gloves.
3.36	High Standard of service	:	Staff at various levels should be extensively trained in customer care and in providing good quality service.
3.37	Enquiry into the antecedents of the employees	:	“The Licensee shall not in any capacity employ any person of bad character or any person, whose antecedents have not been investigated / certified by the Police Authorities / MP / MLA/ MLC/Councilor /1 st Class Magistrate and shall issue an appointment certificate (signed by the Licensee) – which shall contain a photograph of the employed with his or her left/right hand thumb impression affixed thereon in Printer’s ink which he will carry with him/her while on duty. The expenses for such verification are to be borne by the Licensee.”
3.38	Availability of cashless transaction modes	:	The licensee will provide a cashless payment facility to the consumers by installing swipe card terminals or e-wallet facility or both.
3.39	Provision of e-catering	:	The licensee will be required to provide catering services for meal orders booked through e-catering website of IRCTC. The licensee will be auto choice for E-catering hence need not be part of any aggregator agency for e-catering to Railways.
3.40	Point of sale	:	Licensee shall install latest IT based billing system The Software for the purpose will be installed/provided by IRCTC. The sale records should be transferred to IRCTC on real time basis through web based technology. The sales data along with Bill Number, Bill Time and other information will be transferred from each point through FTP (File Transfer Protocol) by creating executable .exe file in the client machine. The transfer time period will be defined with volume of data to be transferred. In case the IRCTC software is not complying or not accepted by the licensee then the licensee will provide a link to IRCTC through its protocol. Till the time IT link/infra system is not available licensee agrees to provide audited sales record/Balance sheet to IRCTC for calculation of LF.
3.41	Staff Details		<p>1. Licensee shall submit a monthly list of staff employed by them to IRCTC which shall include the following information.</p> <ul style="list-style-type: none"> i) Name of employee ii) Aadhar No. iii) Saving Bank Account No. iv) EPFO No. v) Group Insurance No. if any. vi) PAN card No.



			<p>vii) Mobile No. viii) ESIC No.</p> <p>2. The above information shall be submitted on monthly basis to IRCTC (as applicable)</p> <p>3. Every employee of the contractor shall, at all times, have valid medical certificate of fitness.</p> <p>4. Every employee shall be provided with a printed salary statement given all details of salary alongwith deductions and net salary payable along with bank account number to which salary has been credited.</p> <p>5. Every employee of the contractor shall obtain on police clearance as prescribed in such cases.</p> <p>6. Licensee shall mandatorily update the labour data on Railway Shramikkalyan portal as per Ministry of Railways letter No.2018/CE-I/CT/4 dated 17.10.2018 “Annexure-J”</p>
3.42	Labour laws	:	<p>The Licensee shall comply with the provisions of all labour legislations’ including the requirements of:</p> <ul style="list-style-type: none"> - Payment of Wages Act - Employees’ Compensation Act - Shops & Establishment Act - PF & ESI Acts - Child Labour (Prohibition and Regulation) Act, 1986. - Contract Labour(R&A) Act, 1971 - Minimum Wages Act, 1948. <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>

4.0 OBLIGATION AND RIGHTS OF THE IRCTC

4.1	Issue of medical Certificate	:	IRCTC may assist licensee for issuance of medical certificates to the staff of the Licensee.
4.2	Inspection by IRCTC	:	IRCTC will inspect/check the services for reviewing its standards, quality and variety of food items, standards for maintenance of cooking areas and washing areas, disposal systems etc. of the Licensee at any time and may authorize any person or agency for this purpose to access the performance of Licensee. In case of unsatisfactory performance or complaint of any nature, IRCTC will be competent to initiate suitable action against the Licensee including termination of the License as per the terms and conditions of the agreement.
4.3	Right to resume the possession of the premises	:	The IRCTC/Railway administration reserves the right to resume possession of the leased premises, if required for the purpose of working of the Railway.



4.3a	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 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 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, licensee 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>
4.4	Provision of space on as is where is basis	:	<p>IRCTC will provide spaces as earmarked by Railways on “As is where is basis” to the licensee on license basis. The locations earmarked may be open spaces or spaces with old building structure. Such locations will be handed over in the same condition and no further alterations/demolitions of the old structure building will be carried out by IRCTC/Railways.”</p>
4.5	Electricity and Water Connection	:	<p>IRCTC will assist in getting the electricity connection/access, power sanction, water connection/access, etc. from the Railways or other authorities at the request of the licensee.</p>
4.6	Payment of property tax	:	<p>The Licensee shall at all times bear property Tax, if levied with respect to the Food plaza as may be demanded by any competent/local authority.</p>
4.7	Quality Monitoring System	:	<p>IRCTC will monitor the quality of the food items by conducting regular inspections, taking independent users feedback. Fines/Penalties will be imposed suitably if the quality of the food is not maintained by the Licensee.</p> <p>IRCTC will issue guidelines/circulars on the quality monitoring system and Licensee should follow them to maintain high quality of food.</p>



4.8	Third Party food audit	:	IRCTC will conduct Food Audit on its own or by professional agency to conduct inspection and food audit of the premises. The recommendations of the agency as accepted and advised by IRCTC or its representatives must be complied with by the Licensee.
4.9	In-House Audit	:	Regular in-house food audit, by Licensee, will be undertaken by trained staff once in six months and items will be recorded and advised for compliance.

5.0 CONDITIONS GOVERNING THE PREFORMANCE OF THE LICENSE

5.1	Submission and approval of plans	:	<p>(a) Licensee shall submit preliminary plans, specifications and tentative time schedule for commissioning of Food Plaza to IRCTC, through an experienced architect within 15 days from the date of remittance of security deposit or as advised by IRCTC.</p> <p>(b) GAD plan submitted by the licensee should specify load requirement of electricity and water. IRCTC will assist to obtain power & water as specified from Railways. In case the specified load of power and water is not available from Railways Successful bidder has to make its own arrangements including transformer, laying of cables, cost of bore well/water tank and plumbing etc.</p> <p>(c) The IRCTC logo/brand name shall also be included in the signage plan for prominent display IRCTC duly abiding by the directives regarding space distribution between IRCTC and Licensee as envisaged in Annexure-2 or as amended by IRCTC.</p> <p>(d) Licensee should not exceed Ground floor + mezzanine or if site conditions permit, first floor. Second floor shall not be allowed.</p> <p>(e) IRCTC would analyze the preliminary plans, completion schedule and specification and advise changes, if any to the licensee within 10 days of its submission by the Licensee.</p> <p>(f) On advice of changes by IRCTC, if any, to be made in the preliminary plans, the Licensee would submit the detailed plans, through the architect incorporating the necessary comments, changes, and modifications, as suggested by IRCTC within 15 days of the approval.</p> <p>(g) The detailed plans shall include civil layout plans of all floors, elevations, sections and interior plans showing layout of furniture's, kitchen area, sitting area, washing area etc. The 3-D views of external facade shall also be submitted, which should be in harmony with the style and architecture of the main building.</p>
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			<p>GGM will approve the plans ensuring the appropriate branding of IRCTC in the Food Plaza.</p> <p>(h) IRCTC would forward the same to respective departments of Railways and in consultation with concerned zonal Railway would obtain the final approval of Railways. Alterations / modifications made by the Railways shall be binding on the Licensee and decision of the Railway / IRCTC shall be final.</p> <p>(i) Giving possession of site shall be subject to payment of license fee as per Clause 2.1 'Payment of License Fee' and in case of existing licensee, this shall also be subject to clearance of outstanding and payable against IRCTC / Railways.</p>
5.2	Free time for construction	:	<p>The Licensee would be allowed 60 days to commission the Food Plaza for closed sites within the station building and 180 days for open to sky sites after getting the final approvals or possession of the premises, from IRCTC/Railways, whichever is later. Payment of License fee (Pro-rata) will start after 60/ 180 days, as the case may be, of approvals of plans and handing over the premises to the Licensee or the date of commissioning of Food Plaza whichever is earlier. In case licensee takes additional time than the above specified free time, he will submit written explanation giving detailed reasons for taking additional time. IRCTC will consider licensee's representation and take suitable decision to levy pro-rata licence fee or otherwise for additional time.</p> <p>In addition to levy of pro-rata licence fee, IRCTC may impose penalty @ 0.5% of annual license fee subject to maximum of Rs. 50,000/- for A-1 category station and Rs.25,000/- for A category stations per week plus applicable taxes for delay in commencement with the approval of Director.</p> <p>In case of non-handing over of site, due to administrative reasons, within period of one year from the submission of final plans to IRCTC, licensee may give written request to withdraw from licence. IRCTC may accept licensee's request for withdrawal along with refund of security deposit.</p> <p>IRCTC's decision shall be final and binding.</p>
5.3	Failure to commission the Food Plaza	:	<p>In the event of failure to commission the Food Plaza, the Licensee will have to provide a written explanation within a week to the IRCTC. In case IRCTC considers</p>



			the explanation to be unsatisfactory, it reserves the right to annul the License and forfeit the security deposit. The License shall be also be debarred from participating in the future projects of IRCTC for a period of one year. The decision of IRCTC's will be final and binding in this regard.
5.4	Alteration/renovation of the Food Plaza	:	The Licensee will be allowed to carry out any alteration or renovation in the Food Plaza. For all these actions the Licensee will have to take prior approval of the IRCTC or the designated authorities.
5.5	Failure to deposit License fee	:	Licensee is required to deposit annual License Fee as enumerated herein above, failing which IRCTC may take necessary action to recover the dues including termination of licence, IRCTC will charge interest at the rate 12% per annum calculated for the number of days of default.
5.6	Liability of IRCTC	:	The IRCTC will not be liable for any liability arising under the labour laws or any other law of the land, incurred by the Licensee.
5.7	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.
5.8	Indemnification by Licensee	:	The Licensee will indemnify the IRCTC/Railway administration for any loss or damage caused by Licensee because of his fault or default.



5.9	Verbal or written arrangements other than the agreement	:	Excerpt 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).
5.10	Presence of Licensee/ authorized Manager	:	The Licensee or a duly authorized and competent Manager appointed and paid by the Licensee shall remain present in person to manage or supervise the business to be carried on under the provision of this agreement and to ensure that the obligations of Licensee under the agreement are duly performed and observed. In addition, Licensee or a duly authorized and competent Manager appointed and paid by the Licensee shall remain available at the Food Plaza for ease of administration of performance of license to the satisfaction of the licensor. The name(s) of the Manager will be advised by the Licensee to the IRCTC from time to time.
5.11	Unsatisfactory services etc.	:	<p>In the event of unsatisfactory service, poor quality of articles, persistent complaints from passengers, and services below the standard or any failure or default at any time on the part of the Licensee to carry out the terms and provisions of the agreement to the satisfaction of the IRCTC (who will be sole judge and whose decision shall be final), and will take necessary action against the licensee including imposition of penalty and 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 this agreement 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 agreement. 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 be also be debarred from participating in the future projects of IRCTC for a period of one year.</p> <p>Penalties for Deficiencies noticed during Inspections & Established complaints is enclosed as Annexure-K</p>
5.12	a) Consequence to the death / severance of any partner/s (in case of partnership firm)	:	a. 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



	b) In the event of death of original licensee.		<p>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 the agreement</p> <p>b. Transfer of licence to the spouse/legal heir would be allowed only in the event of death of the original licensee. The licence can be transferred in the name of spouse/legal heir for the unexpired period of the agreement only, with personal approval of the CMD, IRCTC. Nomination of the legal heir should be submitted by the licence holder at the time of entering into agreement. The nomination should be only from amongst the family members.</p>
5.13	Liability for provision of Consumer Protection Act.	:	<p>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, litigation costs etc. 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.</p>
5.14	Notice to the Licensee	:	<p>Any notice in terms of this License by either Party will be given at the address stated herein above by Courier/Registered AD Post unless a different address has been intimated in writing against receipt. Upon the receipt of any other notice order, direction or any other communication from any competent authority (including notices, affecting the rates, taxes or other outgoings) in respect of this licence, the other Party shall immediately deliver a copy of the necessary document, to that Party.</p> <p>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 Dy. General Manager or any other officer for the time being entrusted with such functions, duties and powers by the licensor.</p>



6.0 EXIT CLAUSE

6.1	Lock-in period	:	The Licensee may exit the business after lock-in-period of 04 (four) years from the date of commissioning of the unit. In case licensee takes an exit from license before completion of lock-in-period there will be forfeiture of license fee, Security Deposit and debarment for a period of one year.
6.2	Procedure for exit	:	The Licensee shall be required to communicate its/ his intention of exiting from the Licence in writing by providing a minimum of six months notice to IRCTC.
6.3	Forfeiture of Security Deposit	:	In case of an exit under clause 6.1 with proper permission , the license fee (if any) will be forfeited by IRCTC. Security deposit in this case will be refunded. There will be no debarment in such cases.

7.0 EVENTS OF DEFAULT

7.1	Breach of any terms and conditions of the License	:	In the event of any breach of the said terms and conditions of the License, the IRCTC reserves the right to impose penalties and will be entitled to forfeit the whole or the part of the Security Deposit/License fee besides terminating or revoking the License and debarring the Licensee from participating in the future projects of IRCTC for a period of one year. The decision of IRCTC in this regard shall be final and binding.
7.2	Termination of License on other events of default	:	<p>The licensor shall also be entitled at any time forthwith to terminate the License without notice in any of the following events:</p> <ol style="list-style-type: none"> In the event of the Licensee being convicted by a court of law under the provisions of criminal procedure code or any other law. In the event of the Licensee being a proprietor or, if a firm, any partner in the Licensee firm being at any time be adjudged insolvent or a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his interest or enter into any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under the partnership Act or, in the event of Licensee being a company, if the company shall pass any resolution to be wound up either compulsorily or voluntarily. Repudiation of agreement by Licensee or otherwise evidence of intention not to be bound by the agreement.



			<p>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 only interior fit-outs and moveable equipments etc. and the building shall remain the property of IRCTC/Railways.</p> <p>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.</p>
7.3	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. All communications /information received/required by IRCTC must be furnished by the Contractor/license within 15 days failing which suitable penalty including termination of the Contract can be done at the discretion of IRCTC.
7.4	Compliance for the inspection reports / Complaints	:	Recurring instances of failure to rectify the deficiencies noticed during inspections and highlighted through complaints shall invite imposition of penalty and/or termination of license.

8.0 CONSEQUENCES OF DEFAULT

8.1	Notice for termination	:	<p>In case of any event of default mentioned in the agreement having occurred, it shall be lawful for the IRCTC any time thereafter to impose penalty and/or terminate the License agreement and forfeit the Security Deposit, 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 premises to the IRCTC/Railways. The License shall be also be debarred from participating in the future projects of IRCTC for a period of one year. The decision of IRCTC in this regard shall be final and binding.</p>
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9.0 ARBITRATION

- a. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.
- b. The parties will submit demand in writing that the dispute/differences be referred to arbitration. The demand for arbitration shall specified the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.
- c. Only such dispute or differences, in respect of which the demand has been made, together with counter claims of setoff given by IRCTC shall be referred to arbitration and other matters shall not included in the reference.
- d. In the event of demand made as mention herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be referred to Sole Arbitrator from the panel of Arbitrators appointed by Chairman and Managing Director of IRCTC. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion. The arbitration fee shall be calculated as per circular dated 18.10.2019.

10.0 OTHER CONDITIONS

10.1	Storage, handling of food items	:	The storage, handling of raw materials and finished products will be in extreme hygienic conditions and as per acceptable norms of the industry. Such storage, handling of raw material and finish products shall be certified as per norms of the industry and its standards. The scrutiny in this regard by quality checks agencies standards to be set by IRCTC need to be followed.
10.2	Collection of food samples	:	IRCTC reserves the right to get the food samples / raw material collected and tested at approved laboratories at the cost of the Licensee.
10.3	Advertisement/ Publicity/ Sponsorship	:	The Licensee will not engage in or permit any advertisement/publicity/sponsorship of any brand or product, directly or indirectly, without prior approval of IRCTC.
10.4	Payment of taxes/dues	:	The Licensee will be liable for payment of all taxes/duties and other liabilities in respect of the business.



10.5	Liability for compensation/damages	:	The Licensee shall accept liability for compensation/damages under the Consumer Protection Act or any other law in respect of performance of the services or in respect of any negligence, act/omission of the Licensee, his workmen, servants and agents.
10.6	Observance and performance certain acts	:	The licensee shall, at all times indemnify the IRCTC against all claims and penalties which may be suffered by IRCTC or any person employed by them by reason of any default on the part of the licence in due observance and performance of provision of: <ul style="list-style-type: none"> • Workmen's Compensation Act –1923 • Employment of Children's Act XXVI of 1938 and • Any other relevant laws
10.7	Assignment of License	:	Licensee shall not, without the prior consent of the IRCTC, assign the License or any part thereof, or any benefit or interest therein or there under.
10.8	Compliance of instructions	:	The Licensee shall comply with any other instructions issued by IRCTC from time to time within a reasonable time, as may be necessary to ensure better services.
10.9	Quality/make/source of Packaged Drinking Water/Fruit Drink	:	IRCTC may specify quality/make/source of Packaged drinking water/IRCTC Branded Fruit Drink to be sold by the Licensee. The Licensee shall accept IRCTC's directions in this regard.
10.10	Disposal of seized unauthorized items	:	The Licensee shall not sell the items other than those approved by IRCTC. 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.
10.11	General	:	The licensor reserves the right to amend any of the clauses of the agreement and also to add fresh clauses from time to time. The rider agreement in this regard shall be executed between the parties within 15 days of the amendment / changes. Further, IRCTC reserves the right to extend or reduce the stipulated clause in the tender/License conditions herein above, in order to meet operational exigencies. The decision of Chairman and Managing Director of IRCTC in this regard will be final.
10.12	Check List and Hygiene & quality parameters	:	Check List for Facilities / Requirements at Food Plaza is attached as Annecure-3. Hygiene and quality parameter for kitchen, food handling, cleanliness, packaging, etc. is attached at Annexure-4.



11.0 FORCE MAJEURE

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



Annexure H

Annexure H - DELETED



Example: LF Payable Cycle

Annexure-I

Annexure-I - DELETED



Annexure-J

Mandatory updation of labour data on Railway's shramik kalyan portal



भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2018/CF-I/CT/4

New Delhi, Dated 17.10.2018

To,
As per list attached

Sub: Special Conditions of Contract for mandatory updation of Labour data on Railway's shramikkalyan portal by Contractor.

1. Clause 54 & 55 of Indian Railways General Conditions of Contract deals with Wages to labour and action in case of default of contractor to payment of wages.
2. In order to increase transparency in payment of Contract Labour wages and other payments, a web based e-application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in.
3. All contractors are required to upload details of their LoAs, engaged workmen, wage payment details, PF/ESI details, bonus details etc. on monthly basis. The details so uploaded shall be available in public domain.
4. In order to ensure prompt and proper uploading of details related to LoAs, engaged workmen, wage & other payment details, Railways/ PUs etc. shall introduce a special condition in their tender documents of the tenders to be called henceforth. The special condition is as under:

A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall

रजिस्ट्रार जनरल
17.10.18
Rajinder



(5)

update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.

(d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.

(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

(6)

B. While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____ Month, ____ Year."

5. This issues with concurrence of Finance directorate of the Ministry of Railways.

निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
17/10/18

निदेशक/सिविल इंजीनियरिंग(जी)/रेलवे बोर्ड
[Rly: 030-47598, MTNI: 011-23047598]

No. 2018/CE-I/CT/4

New Delhi, Dated 17.10.2018

Copy forwarded for information to:

1. The PFAs, All Indian Railways.
2. The Deputy Comptroller & Auditor General of India (Railways), Room No..224, Rail Bhawan, New Delhi.

Pringl

For Financial Commissioner/Railways



Annexure-1

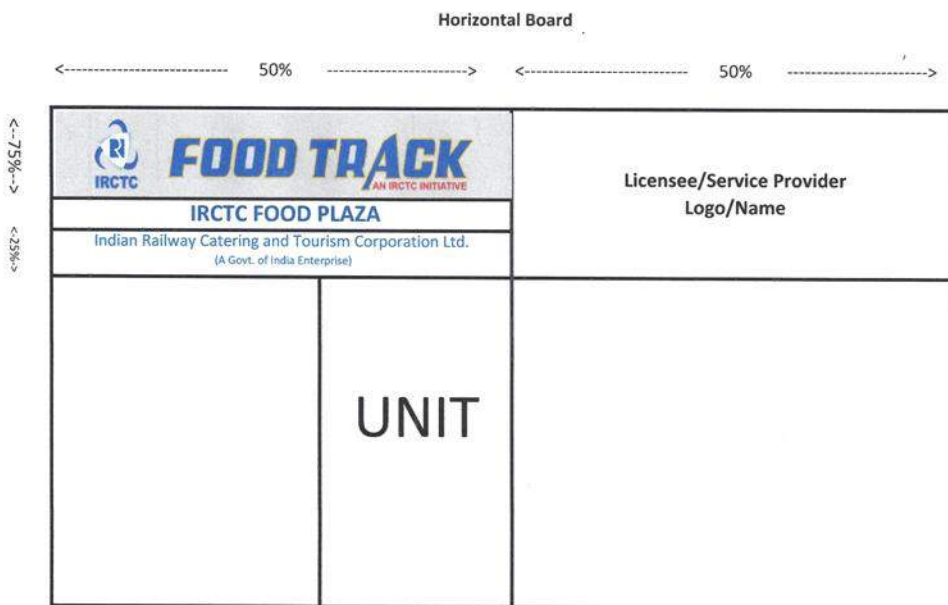
Copy of Site / Sketch Plan of Food Plaza at Station

Please refer Annexure -D

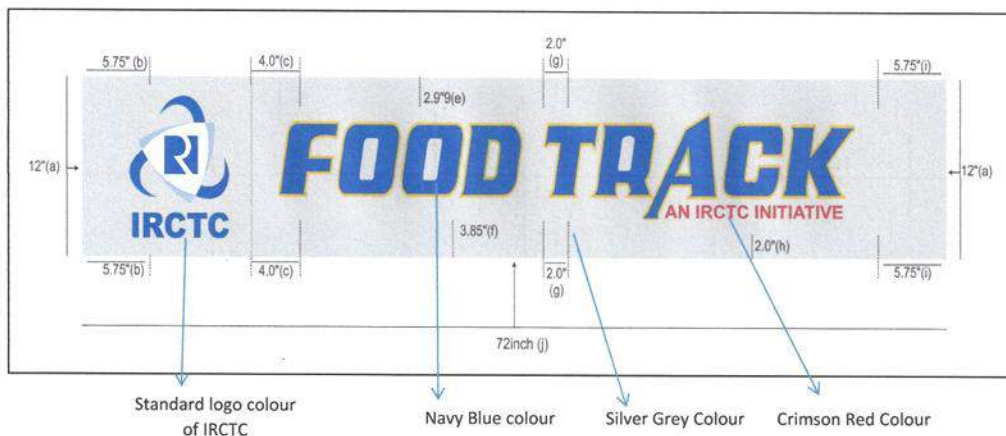


Annexure-2

DISTRIBUTION OF DISPLAY SPACE ON THE OUTER FAÇADE AND OTHER AREAS



- 1 Glow Sign Board should be in the ratio of 1:5 i.e. If the length of board is 5 Mtr then its width shall not be more than 1 Mtr.
 - 2 Ratios should be adhered to
 - 3 Licensee should provide for IRCTC Logo in the center of entrance doors.
- Specification for IRCTC Food Track



Annexure-3**Check List - Facilities / Requirements at Food Plazas**

Sl No	Particulars
1.	Air curtains at entrances / Exits
2.	DG Sets for power back up facility
3.	Appropriate lighting in and around the Food Plaza.
4.	Tiled / Marble / wooden flooring easy for cleaning and maintenance.
5.	Appropriate interior / exterior wall finishing.
6.	Wooden partitions/ Cabins / Wooden stairs / false ceiling / Modern art paintings
7.	Transparent glass partitioned pantry area.
8.	Insects, flies catchers / Illuminated lights / neon signages.
9.	Provision for fire safety measures with appropriate placement of fire extinguishers.
10.	Common or Independent Gas Bank's certified by authorized agencies of oil companies
11.	Change room for the staff with toilet facilities without direct access from within the Food Plaza. <i>(Provision of Toilet may be kept, if feasible. Toilet may be kept away from the F&B activities within the premises.)</i>
12.	Display of IRCTC logo and brand name along with the brand name of the licensee.
13.	Independent waste / garbage disposal system.
14.	Deputing security personnel / Electronic security alarm systems
15.	Periodical Pest control systems and installation of insectocutors.
16.	Installation of ISI approved fittings, equipments with AMC (Annual Maintenance Contracts).
17.	Deployment of qualified personnel for supervision
18.	High standard of personalized service with neat uniform, Aprons, Chef caps, hand gloves with high personal hygiene standards.
19.	Cold Rooms / Store and deep freezer with aluminum / steel shelves for storage of Veg. & Non-veg. items separately.
20.	Dry Store for storage of Non-perishables with aluminum / wooden shelves separately for veg. / Non-Veg items.
21.	Modern kitchens with steam boilers / detachable steel grill sinks / Deep freezers / Refrigerators / Bottle coolers / Hot cases / Dispensers / Modern dough kneading machines. Use of modern electronic gadgets for cooking (Ovens, Micro ovens, Salamanders, Deep fat fryers , Grillers , Vegetable Peeling / Slicing Machines, Vacuum cleaners etc.,)
22.	Graphical display of do's & don'ts to the staff on hygiene, sanitation , storage , food handling etc.,
23.	Filtered water supply (Hot & Cold) usage for cooking purposes. Use of Stainless steel vessels, utensils, containers used for cooking purposes.
24.	Pot wash area with supply of Hot & Cold water for cleaning of utensils.
25.	Use of disposable dustbin covers of appropriate sizes.
26.	System of simultaneous cleaning schedules along with the production process.
27.	Stainless steel work tables, trolleys, shelves, Sinks etc.,
28.	Standardized packing systems at appropriate quantities with approved packing material.



29.	System of weighing, measuring, sealing, marking etc., on the packing area.
30.	Use of Trolleys with appropriate sizes and capacity for transportation to storage and delivery area.
31.	Temperature control Mechanism for packing area.
32.	Air conditioning of all outlets.
33.	Use of updated Menu cards without correction.
34.	Use of bio-degradable disposables/eco-friendly food grade material for packaging .
35.	Provision for Complaint / Suggestion book supplied by IRCTC
36.	System of obtaining minimum 500 feed back in 6 months from guests / passengers
37.	Networked computerized billing.
38.	Provision for safe drinking water confirming to the standards stipulated by BIS from time to time/ water filters.
39.	Hand wash basins with provision for liquid soaps and hand drier. Separate wash room facilities for Gents & Ladies.
40.	Facilities for differently abled: The unit should be easily accessible by differently abled passengers by providing separate ramp/pathway for wheelchairs and shall also have suitable seating arrangement. The unit should also display the following message i.e. <i>“This unit is facilitated under Accessible India Campaign” (Sugamya Bharat Abhiyan).</i>

Note: - Above are mandatory provisions, however, these can be relaxed depending on requirements, site conditions etc.



Annexure-‘4’**HYGIENE AND QUALITY PARAMETERS FOR KITCHEN, FOOD HANDLING, CLEANLINESS, PACKAGING, ETC.**

The manual on quality for food and personal hygiene will define good hygiene practices to be followed in base kitchens, Food Plaza, Fast Food Units, food handling, in Mobile Pantry cars, and catering services at stations. All personnel should be aware of their food and personal hygiene responsibilities, and must have adequate training to maintain the highest standards of food and personal hygiene.

Hazard Analysis Critical Control Point, HACCP, is a food handling and operation approach which promotes food safety by identifying food hazards and applying and monitoring necessary control measures at points critical to safety.

The HACCP approach is being actively encouraged for ensuring food hygiene. It is necessary to maintain high level of cleanliness within the food premises (where food is stored, prepared and processed) and to ensure that prepared and raw food is kept separate.

1. PURCHASES AND PROCUREMENT OF RAW MATERIAL

- The production of high quality safe food can only be achieved if you utilize sound raw ingredients that are free from contamination.
- The first measure to prevent hazards is to buy from reputable suppliers.
- In respect of temperature-controlled deliveries, the temperature required on delivery should be specified to the supplier.
- All raw materials should be received in storeroom, which should be separate from the food preparation area. Timings of receipt from different vendors be fixed to allow adequate quality check time. Temperature audit during receipt for perishables must be implemented as these affect the shelf life during storage as well as the end product.
- All items must be coded with receipt and use by date to allow maintenance of FIFO (First in First Out). This ensures safe consumption time slots, appropriate quality maintenance and product integrity.
- Examine and categorize each lot for degree of ripeness and maturity in case of fresh fruit and vegetables. Each category be stocked separately to understand the stocks and indenting for fresh supplies. This restricts wastage.
- Examine the freshness of vegetable by colour, firmness of flesh and odor for fresh meat and fish.
- The presence of dust and foreign material like stones, hairs, nuts, bolts, wires, staples, feathers, rat droppings, papers, cigarette ends, earrings, fingernails, buttons, pen tops should be seen and removed.
- Canned food should have date of manufacture, expiry date and other specifications as given on the packaging.
- All perishables should be used within a short time especially in hot weather.

DELIVERY AREA

- Food will not be left open to possible contamination. Arrangements will be made to ensure that food delivery is made in secure areas free from all risks.



- Food will be placed 18 inches above the ground, in an area free from contamination.

2. RECEIPT OF GOODS AND STORAGE OF GOODS

- Paper towels should be used for wiping crockery and dishes.
- The entire facility, including the floors, walls, ceilings, windows, screens, doors etc. must be cleaned at regular intervals to prevent any accumulation of rubbish.
- All food contact surfaces should be cleaned and sanitized after every use.
- All fans and blowers of coolers, freezers, kitchen and storage areas must be regularly cleaned to prevent build up of any debris and contamination.
- The production area must be thoroughly cleaned at least twice in every 24 hours. The recommended cleaning procedure is a wet wash.
- Drains should not get clogged which leads to foul smelling organic matter.
- Remove all waste material deposited on the grates and shelves. This will keep drains from clogging and emitting foul smell.
- All kitchen equipment must be disassembled, washed and sanitized after use. Ongoing cleaning must be carried while production is on. This includes frequent removal of garbage in linings for uninterrupted production.
- No smoking or pan or tobacco chewing should be allowed in the premises.
- No cobwebs or dust should gather on walls, windows, doors and skylights.
- Maintain weekly schedule for thorough cleaning. Nominate a day for the purpose and display it prominently.
- Leftover food items should be condemned as per rules and schedule of powers.
- Before storage all store items should be cleaned so as to remove external and solid contamination.
- Insects and other foreign materials like dust, hairs, etc. from cereals, pulses, etc. should be removed before washing.
- Dry stores should be stored in airy rooms, and there should be no dampness. Keep some space off from the walls and floors to enable regular cleaning. Do not use damaged, rusty or dented cans for storage. All storage cans should have proper covers.
- Store food material at proper temperature to prevent growth of bacteria, the most common contaminating agent. Stop contamination, multiplication of bacteria and food poisoning. Generally most bacteria inactivate at freezing point i.e. zero degree and below. Between 1.7 and 1.4 degree Celsius they start becoming active but grow slowly. As the temperature rises, they grow faster. Keep food at following recommended temperatures:

• Food Items	• Temperature Range • (Degree Celsius)
• Frozen	• -20 to -10.0
• Fish and sea food	• -5.0 to -1.0
• Meat	• 0.5 to 3.30
• Milk and milk products	• 3.30 to 7.5
• Fruits and vegetables	• 5.0 to 7.0
• Eggs	• 7.0 to 10.0
• Canned foods	• 10.0 to 20.0
• Any dry stores like cereals, etc.	• 15.0 to 20.0



- Deliveries of food items will be accepted only by a person authorized to do so and who will check:
- If the foods are substandard the authorized person will ensure the following action:
- When goods are found contaminated on arrival. The goods will be stored separately until inspected and it will be the responsibility of the Manager to notify the supplier;
- Dry goods will not be placed into store until they have been checked for pest damage or infestation.
- Scales will be thoroughly cleaned between the weighing of different goods, especially raw products. Separate scales will be provided for raw meat and high-risk foods, each clearly marked for intended use.
- Containers used for the receipt, storage or distribution of goods will be kept scrupulously clean and dry.
- Steps will be taken to ensure that cross-contamination does not occur during delivery, stock rotation and storage.
- New stock will be placed behind/beneath older stock in store or refrigeration, subject to date coding.
- Stock will be stored off the floor on racks. Racks of adequate capacity will be provided for this purpose.
- Bare wood will not be used for storage
- All opened dry food products and those in inadequate packaging will be stored in pest proof containers that will be maintained scrupulously clean.
- Cleaning chemicals and materials will never be stored with or in close proximity to food or food equipment.
- Storage containers will be washed clean when empty and allowed to dry. Goods stored in bins will be allowed to run down completely at least weekly, to facilitate regular cleaning.

3. STORAGE OF CERTAIN FOODS

Storage of Bread:

- a) To be kept in a cool, well-ventilated storage area to arrest mould formation.

Storage of Canned Foods:

- a) To be inspected regularly to ensure that those which are “blown”, badly dented, seam damaged or rusty are not used.

Storage of Flour and Cereals:

- a) To store sacks of flour and cereals off the floor in a damp-free environment and inspect them regularly for signs of contamination and infestation.
- b) After opening, to store the goods in containers with tight fitting lids. Record the “best before” date sequence.
- c) To thoroughly clean and dry the containers each time they are emptied.

Storage of Fresh Fruit and Vegetables:

To store them in a dry, cool and well ventilated area, away from other foods. Goods will be inspected daily and any deteriorated items removed.



Storage of Milk, Dairy Products and Fats:

- a) Milk and cream will be kept separate from all raw products.
- b) Fresh milk and cream will be placed in a refrigerator or cold storage
- c) Fats will be stored under refrigeration and away from strong smelling foods that could taint them.

4. CORRECT USE OF REFRIGERATORS

- Refrigerators will be placed away from heat source (e.g. cooking appliances, sun rays) in a well-ventilated area. They will be so sited that all surrounding areas can be properly cleaned.
- Refrigerators will not be overstocked. Food will not be put in front of cooling elements or tightly packed, so as to prevent air from circulating.
- Cooler and freezer must have two thermometers each with proper display to monitor and maintain appropriate temperature.
- Where a refrigerator is not fitted with automatic defrost, it will be defrosted and thoroughly cleaned at least weekly. Spillages will be cleaned up immediately. Units with automatic defrost will be defrosted and cleaned every month.
- Food under refrigeration will be checked daily to ensure that the quality is maintained and stock is rotated effectively. All food past its “best by” or “use by” date will be discarded.
- Wherever possible, cooked and raw foods will be stored entirely separately and each freezer will be labeled with its intended use. When this is not possible, for example, in a large deep freezer, then separate areas will be designated and clearly labeled, indicating cooked and raw food storage areas.
- All freezers with automatic defrost cycles will be defrosted and cleaned out thoroughly every three months. The shelves will be cleaned weekly.

5. THE AVOIDANCE OF CROSS-CONTAMINATION IN REFRIGERATORS

- All foods will be wrapped/covered entirely separately and where appropriate, placed on separate trays.
- In mixed refrigerators, high-risk foods will be stored on shelves above raw foods.
- If shelves have been used for raw foods, these will be removed and thoroughly disinfected before using for cooked foods.
- Refrigerators will be thoroughly cleaned weekly

6. CUTTING AND DRESSING

- Cutting area and dressing rooms should be separate from the food preparation area.
- Vegetables and fruits should be passed through chlorinated water before they are thoroughly washed in running water.
- Cut vegetables and fruits should be thoroughly washed before transferring them to the kitchen.
- Waste material should be collected in disposable bags and transferred to the garbage bins regularly.

7. FOOD PREPARATION

- This being the main part of kitchen, care should be taken to keep it thoroughly clean.
- Floor should be regularly mopped and no washing is allowed in this area.
- Be vigilant and report any damaged equipment or surfaces, leaking oil, missing nuts or bolts, leakage of gas, etc.
- Cooks and helpers should always use aprons and head gears. They should wash their hands in Potassium Permanganate solution before starting food production.
- Keep separate utensils and spoons for non-vegetarian and vegetarian food.
- Use non-saturated branded vegetable oil as cooking medium.
- Only hot water should be used for floor cleaning after the operation has been completed. Anti-grease detergents should be used for such areas.

8. **HOLDING OF COOKED FOOD**

- In restaurants cooked food needs to be kept for some time before it is served because of large quantity of food involved and service time is fairly long. Bain-maries for hot food and refrigerators/deep freeze for cold food should be used:
- To avoid contamination and to safeguard the health of the customers food should be kept at following prescribed temperatures:

Food Item	Prescribed Temperature Range (Degree Celsius)
Meat and main dishes	60 to 65
Hot beverages (tea/coffee)	85 to 90
Sauces	65 to 80
Salad	4 to 7
Frozen dessert	-3 to -10

9. **PACKAGING OF FOOD**

- Packaging improves presentation and facilitates handling. It should retain heat in case of hot foods and control temperature in case of cold foods.
- Only proper cleaned and sanitized container must be used for packaging.
- Do not keep food uncovered even while packaging
- Use food grade material for packaging to avoid food poisoning
- Do not use wax coated paper containers for serving food

10. **WATER**

- Only potable water will be used for drinking, food preparation, drink dispensers and ice making. Where necessary water will be filtered and treated on-site to ensure all water for these uses is potable.
- UV water purifier should be provided for supply of potable water.

11. **SINKS**

- Food preparation equipment, food etc will not be stored under sinks.
- Separate sinks will, where possible, be provided for each preparation purpose, i.e. raw meat, vegetables, fish, etc. These sinks will be labeled with their intended use.



- Sinks will not be used for personal hygiene uses, e.g. hand washing, unless specifically designated for the use.
- Sinks will be cleaned thoroughly after every use.

12. HAND WASHING FACILITIES

- Hand washing facilities will be provided in readily accessible positions throughout food handling areas.
- Hand washbasins will be provided with hot and cold running water or water at a suitably controlled temperature.
- Hand soap will be provided at each wash hand basin.
- The fitting will be cleaned and disinfected regularly.
- Wash hand basins will be provided in the staff changing facilities. Notices will be displayed instructing staff to wash their hands.

13. FOOD EQUIPMENT

- Only equipment in current use will be stored in kitchen areas. Damaged and worn equipment that cannot be readily cleaned will be replaced.
- The condition and cleanliness of equipment utensils and cleaning cloths will be inspected daily.
- Food preparation equipment and utensils will be cleaned immediately after use.
- Utensils, food containers and pans will be washed thoroughly, using hot water and a detergent and then rinsed in water at a minimum temperature of 70 degree C, to ensure adequate disinfection.
- Cooking equipment and storage racks will be located so as to enable areas below and around to be easily cleaned.
- Equipment used for raw meat or vegetable preparation will not be used for cooked or other high-risk food preparation.
- Separate labeled or colour coded knives, slicing machines, cutting boards, etc will be provided for cooked meat, raw meat and vegetable preparation purposes.
- Cutting and preparation boards will be checked daily for excessive wear and appropriate action taken.
- Food preparation surfaces will be used for one purpose only. Raw and cooked foods will not be prepared on the same surface. Each surface will be labeled or colour coded with its intended use.
- Work surfaces will always be cleaned down before and after use, in line with the recommended method.

14. THE AVOIDANCE OF CROSS-CONTAMINATION DURING FOOD PREPARATION

- Raw food will, at all times, be kept apart from food to be served without further heat treatment.
- Separate areas will be provided for the preparation of raw meats, cooked meats and raw vegetables, with preparation tables being used exclusively for that purpose. Each area will be labeled with its intended use.



- Separate utensils will be provided for the preparation of cooked meats and other high-risk foods, raw meat, raw vegetables and fish.

15. FIRST AID

- Supply of first aid equipment should be available for use.

16. PERSONAL HYGIENE

- All staff handling food will wear suitable clean protective clothing.
- Protective clothing will be changed daily and more often, if soiled.
- Protective clothing will be worn only for food handling duties.
- Staff will not wipe hands on protective clothing.
- Protective headgear will be worn to ensure hair and dandruff do not contaminate food or surfaces.

17. STAFF TOILETS *(Provision of Toilet may be kept, if feasible. Toilet may be kept away from the F&B activities within the premises.)*

- Wash hand basins will be provided within the areas, with adequate hot and cold water supplies, soap and a suitable hand drying facility.
- The sanitary accommodation will be kept tidy and scrupulously clean.

18. PERSONAL HYGIENE GUIDANCE FOR FOOD HANDLERS

- Annual medical examination of all staff has to be ensured and a fitness certificate issued.
- Skin lesions, boils, rashes, cuts and discharge from any site are hazardous and can contaminate food with food poisoning bacteria. Staff with diarrhea or vomiting may also contaminate food with food poisoning bacteria.
- All the staff handling food must take every precaution to ensure that such germs are not passed on to food. A few simple rules are, therefore, necessary and all who are employed in handling food must abide by them.
- Scrupulous personal cleanliness is essential to clean food handling and the highest standard must be achieved and maintained at all times by those responsible for food storage, preparation, cooking and service.
- Protective clothing such as apron, headgear, hand gloves etc. must be worn before entering and working in food processing area.
- Food should be touched by hand only when there is no alternative-and hand cleanliness is the basic rule of hygiene.
- Hands and arms must be washed with soap in running hot water and rinsed thoroughly in a wash hand basin designated specifically for such use:
 - Before starting work
 - On returning to work after each break
 - After moving from one area to another
 - After using the toilet
 - Between handling raw and cooked food
 - After handling waste food and refuse



- After handling chemicals
 - Before and after any cleaning procedure
 - After contact with pests or contaminated food
 - After touching any part of the head
 - After smoking
-
- Hands should be thoroughly dried preferably with paper towels.
 - Nails must be kept short and scrupulously clean and not bitten. Nail varnish is not permitted.
 - Skin cleanliness is essential Therefore a daily bath or shower is recommended.
 - Feet should be covered with suitable footwear.
 - Food or drink should not be consumed whilst working in food handling areas.
 - For women, the hair should be contained within a net.
 - Hats should be scrupulously clean and must be worn at all times when handling food or in a food room.
 - Smoking in a food room is not permitted.

19. TRAINING

- **Staff Training**
- All staff must receive appropriate food and personal hygiene training to ensure that they are able to comply with the hygiene requirements. Initial training should be given on induction and refresher training undertaken on annual basis. The training programme must be in written format, in vernacular, and records must be maintained on imparting of training with acknowledgement of staff,
- All food handlers should undertake induction training during their first week of employment. Such training should include:
 - Personal hygiene and health policy
 - Avoidance of contamination of food

20. CLEANING

• EQUIPMENT AND MATERIALS

- Cleaning equipment, chemicals and materials will be stored in a purpose built room or cupboard, within or adjacent to catering areas. When not in use, the room or cupboard will be kept locked shut.
- Cleaning equipment, chemicals and materials will be returned to the cleaning room or cupboard immediately after use. It will not be stored in the kitchen preparation, storage or serving areas.
- Cleaning materials will never be stored in food or equipment stores where they may contaminate food or equipment.
- All food surfaces, food and equipment will be covered whenever large scale cleaning takes place.
- All equipment used for cleaning will be cleaned after use and prior to storage.

21. PEST CONTROL

- Pest control measures have to be adopted with schedule of pest control to be displayed.



- Insects and rodent pests, cats and birds can spoil and contaminate food. They can also use cause considerable damage to food stocks and premises.
- Food handling areas provide ideal conditions for the survival and multiplication of pests.
- All dry goods will be checked at the time of delivery, for pest infestation or damage before being placed into the storage area.
- Open dry food will be kept in pest-proof containers with close fitting lids. The lids will be replaced immediately after use.
- All stored goods will be kept off the ground and clear of walls, with adequate space between stock to enable regular inspection and cleaning.
- To ensure that food premises are maintained free of pests and any reported incidents receive attention, a competent person or pest control contractor must be employed to:
 - a) Inspect areas within the food premises that have been previously treated.
 - b) Inspect areas within the location that are particularly vulnerable to infestation by pests
 - c) Inspect the food premises for any necessary proofing works or items conducive to pest infestations.

Signs to Look For – Rodents & Mice

- The animals themselves
- Droppings
- Damage to the food itself and food spillage.
- Holes and nesting sites.
- Gnaw marks on packaging, food containers, stored equipment and building fabric.
- Offensive odours may indicate an infestation.

Signs to Look For-Insects

- Insects, including silverfish, flies, cockroaches, ants, moths, weevils, beetles, wasps, mites and posits (booklice)
- The adult insect, pupae, larvae or juveniles- (Dead or alive)
- Webbing of food packaging, in the food itself, on storage shelves or equipment.
- Small tunnels or holes in some food or packaging.
- Molted skins, faecal pellets, egg or egg pouches (cockroaches)
- Offensive odors may indicate an infestation.

Signs to Look For

- Birds themselves, dropping and feather debris.
- Holes and nesting materials/sites.

22. KITCHEN STRUCTURE

- Adequate space with separate provision for storage of raw material, cleaning and dressing, preparation of food, packaging and delivery.
- Kitchens should be airy and it should have wire meshing on windows, doors and skylights and air curtain on main doors. Electrical chimney/exhaust hood should be provided to suck hot air and effluents from the kitchen. Wall fans should be provided to



cool staff but not to bring wind currents on gas stoves. Other rooms should have exhaust fans.

- All incoming forced air must be filtered. All rest rooms must be equipped with exhaust fan and rest room ventilation must have vents directly outside.
- Adequate number of flycatchers (insectocutors) to control fly and other insects in the area must be installed in the kitchen.
- There should be a washroom attached to the base kitchen, which should be provided with washbasin, soap, looking glass and hand dryer.
- UV water purifier should be provided for supply of potable water.
- The kitchen should be facilitated with requisite temperature control system to allow appropriate temperature maintenance in the working facility. Recommended temperature for cold kitchen is 70 degree Fahrenheit. Hot kitchen area should preferably be isolated and equipped with hot air exhaust and fresh air intake fans.
- Major base kitchens should have standard electrical equipment with annual maintenance contract.
- Cold rooms and deep freeze should be provided in case large quantity of food is to be stored for a longer time.
- Good quality utensils preferably stainless steel containers for preparing vegetables and steel containers for tea etc. should be provided which may be appropriately replaced from time to time. In addition following equipment may also be provided and maintained depending upon the size of the kitchens.
 - i) Vegetable peelers,
 - ii) Dough kneading machine,
 - iii) Masala/wet grinders,
 - iv) Cooking range,
 - v) Rice and water boilers,
 - vi) Bain-maries for keeping hot food for restaurant service,
 - vii) Trolleys for transfer of food within the kitchen,
 - viii) Hot meal trolleys for transfer of food to trains, and
 - ix) Weighing scales.

Floors

- Floor surfaces should be durable, slip-resistant, non-absorbent, without cracks or crevices.
- The floor should be laid so as to enable easy and effective cleaning.
- Adequate drainage should be provided and any drainage channels or galleys should be effectively trapped and sealed.

Walls

- Solid walls, coved at the junctions with floors and ceilings, are preferable.
- Wall surfaces should be durable, smooth, impervious and readily cleaned. All cracks should be filled.

Annexure-E

INTEGRITY PACT



This pre-bid pre-contract Agreement (hereinafter called the integrity pact) is made on ____ day of ____, 2021 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 a Joint Venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all the sub-contractors also sign the IP.**
- (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 confidentiality. 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 to 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)

DRAFT AGREEMENT**Annexure – G**

AGREEMENT FOR LICENCE TO SET UP AND OPERATE FOOD PLAZA AT RAILWAY STATION

An agreement made this DD day of Month , YYYY between the Indian Railway Catering and Tourism Corporation Ltd. (IRCTC), having its Zonal office at....., acting through (DESIGNATION) (herein after called “THE LICENSOR”) which expression shall where the context so admits include its successor and assigns of the ONE PART.

AND

M/s, Address....., acting through Shri, the authorized signatory (herein after called “THE LICENSEE”) which expression shall where the context so admits include its successor and assigns of the other part.

Whereas

- (a) The Licensor has decided to award the licence to set up and operate Food Plaza at Railway Station to the licensee in pursuance of the technical/financial bid dated **DD.MM.YYYY** submitted by the licensee.
- (b) The licensee has accepted the award of licence and terms and conditions contained in the bid document.

Now this agreement witness as follows:

1. This agreement comes into force from **DD.MM.YYYY** and shall be valid upto **DD.MM.YYYY** unless the license is terminated/surrendered earlier.
2. The following documents shall be deemed to form and be read and construed as part of the agreement, namely:
 - a) Bid document and financial bid submitted by the party dated **DD.MM.YYYY**.
 - b) Letter of award issued vide letter no: dated **DD.MM.YYYY**.
 - c) The letter of acceptance of award by the licensee vide letter no:dated **DD.MM.YYYY**.
 - d) The mutual rights and obligations of the Licensor and Licensee shall be as contained in the bid document:
3. The licensee will be liable for payment of all applicable taxes on licence fee payable to IRCTC.
4. In the event of any dispute or difference arising under these conditions of License or in connection with this License (except as to any matters, the decision of which is specifically provided for by these or the special conditions) the same will be resolved by Arbitration, as per the provisions of sub-section 12 (5) of Arbitration and Conciliation (Amendment) Act 2015’ The venue of the Arbitration shall be New Delhi. All questions, disputes and or differences arising under or in connection with this agreement or in touching or relating to or concerning the construction, or affect of presents (excepts as to matters the decision whereof is other-wise herein before, expressly provided for) shall be referred



to the sole arbitration of the officer or person nominated by the Chairman and Managing Director whose decision in this regard shall be final and binding on the Licensee

In witness whereby the said parties have hereunto set their hands this day and the year first above written.

Licensee

Shri
for and on behalf of
M/s

The Licensee in the presence of
(1)

(2)

Licensor

Shri
DESIGNATION
for and on behalf of Indian Railway
Catering and Tourism Corporation Ltd.

The Licensor in the presence of
(1)

(2)



Annexure-K**Penalties for Deficiencies noticed during Inspections & Established complaints**

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"> Poor presentation of food, leaking of casserole etc. Undue delay in service of food, Discourteous service. 	Rs.5000
Level II	<ul style="list-style-type: none"> Personal hygiene of cooking and packing staffs is bad such as torn and unwashed uniforms, untrimmed nails, non wearing of cap/apron/shoes/name badge etc. 	Rs.10000
Level III	<ul style="list-style-type: none"> Hair found in food Non issuance of bills/Invoice 	Rs.15000
Level IV	<ul style="list-style-type: none"> Not providing all defined menu items Foreign inert particle such as wood, metal, plastic etc. found in food Stale food served Complaint of sickness due to food 	Rs. 25000
Level V	<ul style="list-style-type: none"> Insect found in food such as flies/ worms/ cockroaches/ ants etc. Use of abusive language with the Passengers/IRCTC/Railway Staff Overcharging 	Rs. 50000 Second occurrence within 3 months Rs 1 lakhs
Level VI	<ul style="list-style-type: none"> Man Handling the Passenger/IRCTC/Railway Staff Lizard, mouse etc found in food Hospitalization of passengers attributable to food poisoning if proven 	Rs 2.00 lakhs Second occurrence – Cancellation/termination of License with forfeiture of Security Deposit.

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, 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.

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Annexure-C**Details of Food Plaza Sites, Location, Minimum License Fee and Security Deposit:**

SN	IRCTC ZONE	Div.	Station	Catg. of Stn.	Location	Area (Sq. mtr.) Approx.	Min. Licence fee (Rs.) per annum	Security Deposit as per clause 2.4 of TD
1	NZ	BSB	*Ballia	A	(Ground floor & First floor) Near Yatri Niwas	240.92	12,64,200	SD = 10% amount of (Quoted Annual License fee + GST x Tenure of contract)
2	WZ	BRC	Anand	A	On PF No 4, in between old tea stall & Coolie Room	120.28	7,69,800	SD = 10% amount of (Quoted Annual License fee + GST x Tenure of contract)
3	WZ	BRC	Vadodara*	A1	At PF No. 6. Adjacent to Guard lobby	297.78	32,21,400	SD = 10% amount of (Quoted Annual License fee + GST x Tenure of contract)
4	WZ	BVP	Bhavnagar	A	Existing Unit, On PF No. 1	102.60	3,96,600	SD = 10% amount of (Quoted Annual License fee + GST x Tenure of contract)
5	WZ	RTM	Indore	A1	Circulating Area, behind IRCTC TFC, Adjacent to Refreshment Room	122.47	9,28,200	SD = 10% amount of (Quoted Annual License fee + GST x Tenure of contract)
6	WZ	MMCT	Mumbai Central*	A1	On main Concourse Hall, in between the ladies toilet and Jan Ahar	133.81	60,64,200	SD = 10% amount of (Quoted Annual License fee + GST x Tenure of contract)



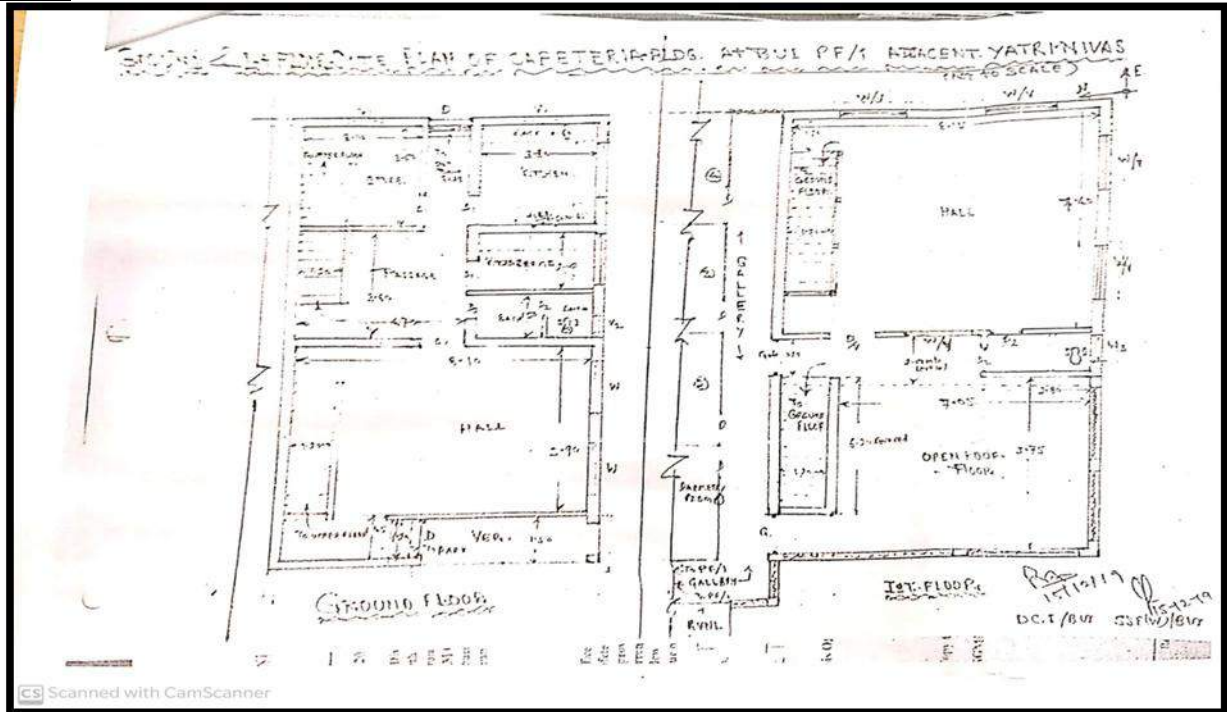
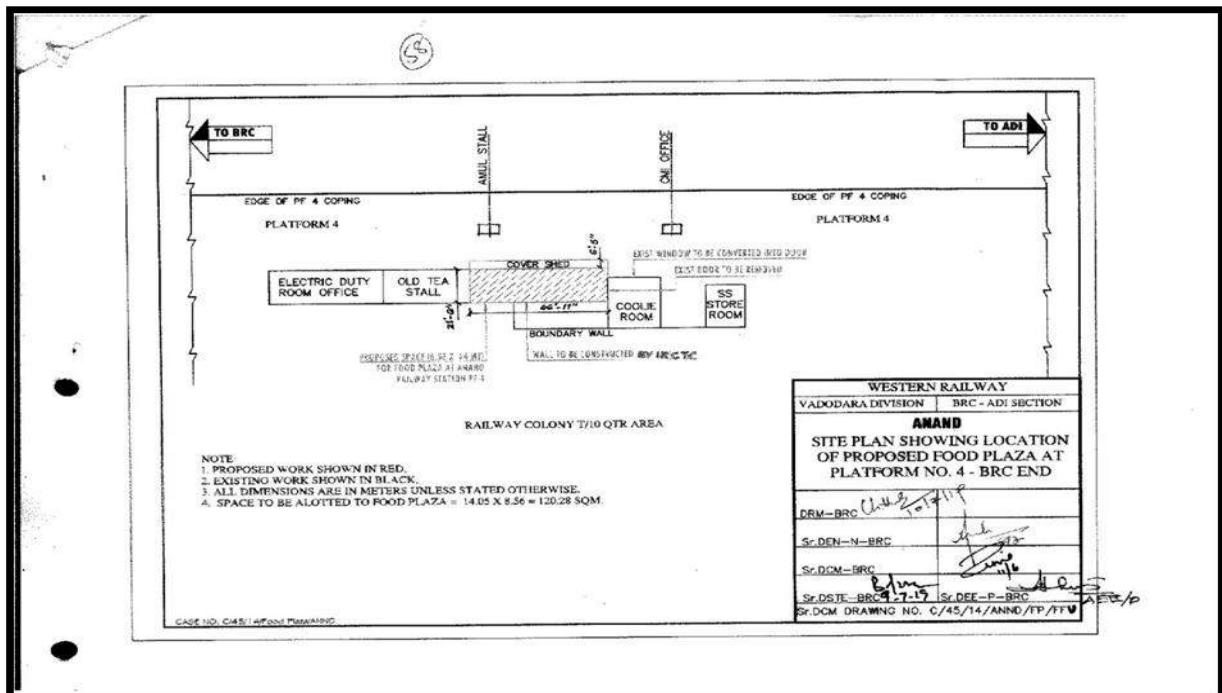
Note 1: - Description of locations is only indicative. Details of actual location can be viewed in the Site /Sketch plans for all locations/ stations enclosed at Annexure-D.

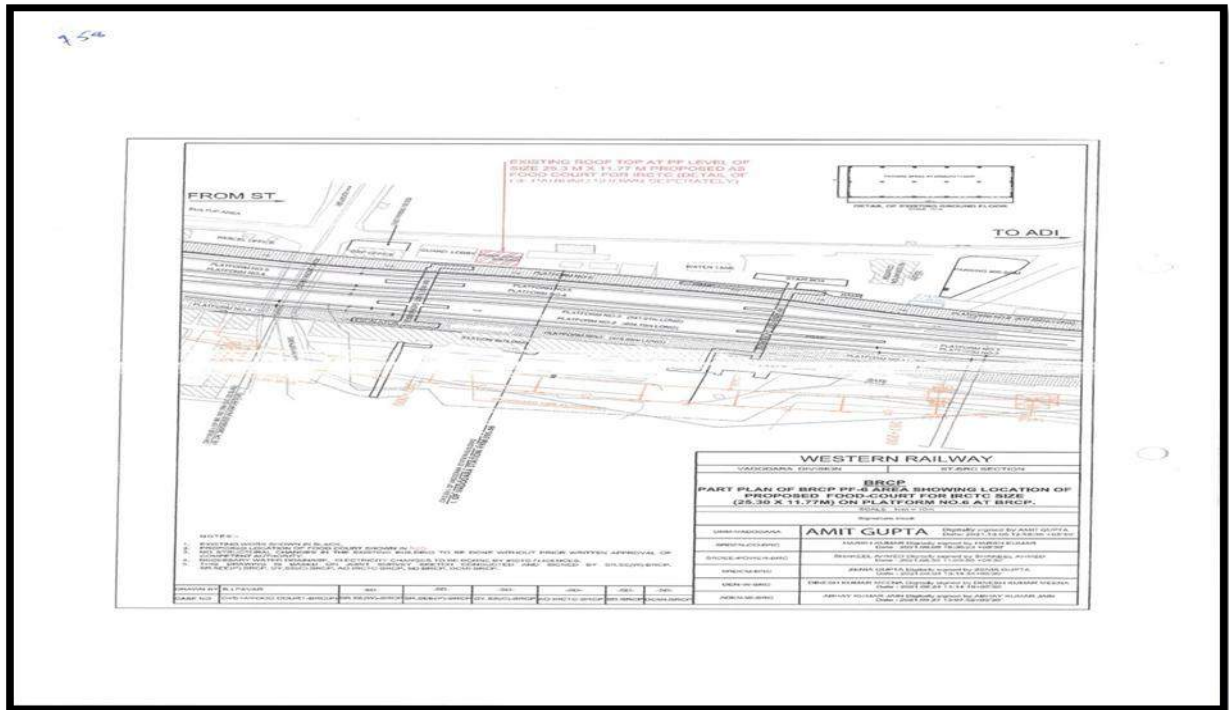
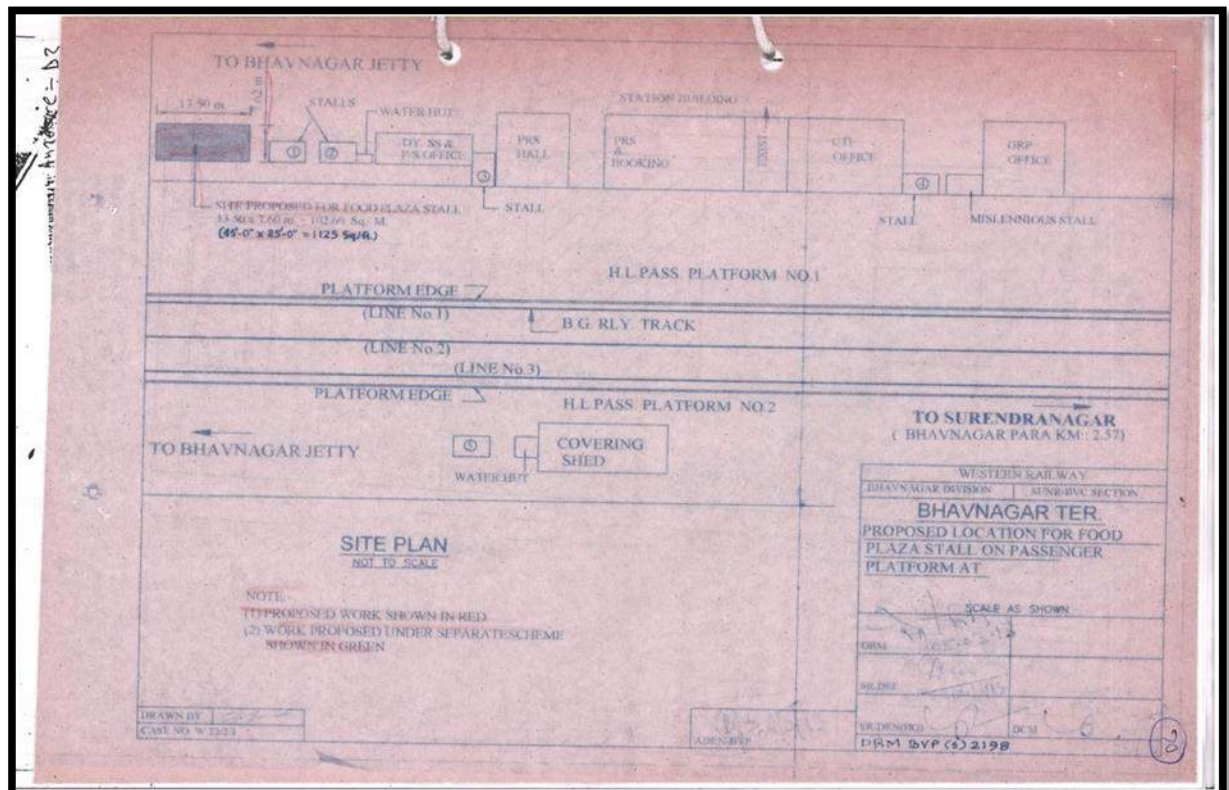
**Integrity pact is enclosed at Annexure-E should also be submitted duly filled and signed for these units.*

CONTACT DETAILS OF NODAL OFFICERS FOR COORDINATION REGARDING SITE ISSUES

- a) **North Zone Office** – Rail Yatri Niwas Building, New Delhi Railway Station Complex, Ajmeri Gate Side, New Delhi-110001. .
Nodal Officer – Shri Alam, +91 82879 31887
- b) **East Zone Office** – Old Koilaghat Building (Ground floor),
3- Koilaghat Street, Kolkata – 700 001.
Nodal Officer – Shri K. Sharma 97176 40441.
- c) **West Zone Office** – 2nd Floor, New Administrative Building, Central Railway, CST
Mumbai – 400 001.
Nodal Officer – Shri Jitender Kumar +91 8287931605.
- d) **South Central Zone Office** – 9-1-129/1/302, 3rd floor, Oxford Plaza, Sarojini Devi
Road, Secunderabad – 500 003.
Nodal Officer – Shri N D Bhujanga Rao +91 8287932208.
- e) **South Zone Office** – 6A, The Rain Tree Palace, No. 9, Mc Nichols Road, Chatpet,
Chennai – 600 031.
Nodal Officer – Shri Anup Kumar Madhavan +91 8287931910.



Annexure-'D'**Site / Sketch Plans of Food Plaza at Stations****Ballia****Anand**

Vadodara**Bhavnagar**

[illegible][illegible]