


Date:- 16.02.2024

Licensee-wise reply on the queries raised during Pre-Bid meeting held on 30.01.2024 at Corporate office and on 02.02.2024, IRCTC East Zone at Kolkata


1. M/s R. K Associates & Hoteliers Pvt. Ltd.

SN	Reference Clause	Clarification Sought	Remarks
1	<u>Point no. E of Eligibility Criteria</u> Minimum Average Workforce(Category A- and Category B) – Duly certified by the approved Chartered Accountant (CA) /Statutory Auditor with UDIN number based on monthly EPF and ESI contribution of the employer/PF Trust as per Annexure- E.	Firm has submitted that “You have not mentioned that document showing EPF contribution, including Form 11 of EPF Act 1952 ((in case exemption from PF contribution is to be claimed), may be enclosed as proof of meeting the manpower criterion)”	Corrigendum in this regard has been issued vide corrigendum 03
2	<u>Point 20 of General- Instructions To Bidders</u> If H-1 bidder withdraws bid after opening of Financial Bid, EMD of bidder shall be forfeited and bidder will be debarred from participating in the bidding process of all future projects of IRCTC for a period of one year.	Firm has submitted that “Pertaining to this the H1 bidder EMD is forfeited and IRCTC re-float the said tender. We would like to submit that IRCTC should call H2 bidder for negotiation and award the bid to H2 bidder with matching the H1 bidder quoted license fee, which will save precious time and revenue loss for IRCTC that would be used for re-tender entire process.”	Firms suggestions are not acceptable since not permitted as per existing policy guidelines of Government of India.
3.	<u>Point B of Mandatory Criteria (Cluster-B)</u> Ownership of Kitchens Ownership of at least one operational ISO 22000-2005 certified Kitchen in any city in India with a valid FSSAI license, having the capacity to produce at least	Firm has submitted that “We would like to submit that there should be two base kitchen which should be at Origin and Destination stations.”	Not acceptable being as per Mandatory Criteria given in Railway Board Commercial Circular no. 24/2023. After award of contract, the Trains will be handed over only after set up and


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	2500 meals per day and proof of supply of at least 45,000 meals [i.e. average 500 meals per day (meals include Lunch/Dinner /Breakfast)] in any of the 4 preceding quarters.		commissioning of Base Kitchens at designated locations within the stipulated timelines given in the tender.
4	Sample calculation for License Fee & Security Deposit in Financial Bid Format	Firm has submitted that “Please refer to mentioned sample calculation wherein you have shown Total License fee for entire cluster for entire duration of contract plus GST @ 18%. And the successful bidder has to submit security deposit @ 10% of the contract value. We would like submit that the SD should be only on total license fee for the entire cluster for entire duration of contract period.”	Corrigendum in this regard has been issued vide corrigendum 02
5	Payment by IRCTC on bill submission to License – No Clause in Tender Document.	Firm has submitted that “Payment related to the licensee on online bill submission is not mentioned anywhere in the tender. This point was raised during pre-bid meet and it was submitted that payment to the Licensee should be released within 7 days on online submission of the bill and this clause is to mentioned in the said IRCTC Cluster tender.”	Corrigendum in this regard has been issued vide corrigendum 02
6	Annexure- K Complaints and penalties to be imposed	Firm has submitted that “Please refer to this clause wherein you have mentioned about fine/penalty and	Not acceptable as Monitoring mechanism of IRCTC is robust and may further improve with the cluster model.


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	<p>termination on 5th case onward. We would like to submit and suggest IRCTC to appoint a Train manager from some reputed organization like KPMG and entities of KPMG repute on each train to keep check on On-Board service provider, Which will boast actual position of standard and quality of services being served to the passengers. Also it will justify the actual factual position of complaint being raised by passengers.”</p>	
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2. M/s Express Food Services

SN	Reference Clause	Clarification Sought	Remarks
1	Supply of Meals	Firm has submitted that “As your office is running IRCTC Base Kitchens at NDLS, NGP, BPQ, SDAH, HWH etc for supplying meals to Various Trains, will your office supply meals from the said Base kitchens to the OBCS or we will be allowed to develop our own kitchen at these locations also.”	Not acceptable as per Railway Board Commercial Circular no. 24/2023.
2	Meals Apportionment	Firm has submitted that “If your office will supply meals under unbundling model from these Base kitchens than what will be the meals transfer rates & Meals apportionment charges.”	
3	<u>Point no. E of Eligibility Criteria</u> Minimum Average Workforce(Category A-and Category B) – Duly certified by the approved Chartered Accountant (CA) /Statutory Auditor with UDIN number based on monthly EPF and ESI contribution of the employer/PF Trust as per Annexure- E.	Firm has submitted that “As the Indian Institute of Chartered Accountant (ICAI) have issued instruction to CA's to issue certificates based on Financial figures only & also issued format of certificates to be used by Chartered Accountants. CA's have nothing to do with the workforce working in the firm as it is not a part of CA's job moreover Chartered	Not Accepted as none of the Guidelines issued by ICAI is attached.


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		Accountants are not empowered to do so as their job is based on financial matters only. We request you to take self-declaration certificate from the firm/companies regarding their Minimum Average workforce	
4	Point B of Mandatory Criteria (Cluster-B) Ownership of Kitchens Ownership of at least one operational ISO 22000-2005 certified Kitchen in any city in India with a valid FSSAI license, having the capacity to produce at least 2500 meals per day and proof of supply of at least 45,000 meals [i.e. average 500 meals per day (meals include Lunch/Dinner /Breakfast)] in any of the 4 preceding quarters. CA certificate (as per Annexure-B) certifying supply of at least 45,000 meals from operational kitchen owned by the bidder [i.e. average 500 meals per day (meals include Lunch/Dinner /Breakfast)] in any of the 4 preceding completed quarters to be submitted (as on the date of tender opening)	Firm has submitted that “As CA has no contact with the Kitchen operated by the firms, it is not feasible to procure CA certificate (as per Annexure-B) certifying supply of at least 45,000 meals each from each operational kitchen owned by the bidder [ie. average 500 meals per day (meals include Lunch/Dinner/Breakfast)] in any of the 4 preceding completed quarters to be submitted (as on the date of tender opening).”	As mentioned in Annexure B, CA is required to submit the figures only after verifying from proof of supply/ tax invoice/ Challans of supply of meals. Therefore CA certificate is mandatory for this Clause.
5	RSD trains MLF & 15% License fees	Firm has submitted that “Till the date your office was demanding concession fees + 15% License fees(on billing), As this time MLF is been fixed for GTV/RSD trains, we request you to issue clarification that after paying MLF do we need to pay 15% License fees (on billing).”	No such Licensee fee from Running bill will be deducted. Only Quoted Licensee fee will be submitted by The Licensee in advance.
6	Security deposit & license fees	Firm has submitted that “Security deposit & license fees of contract which will be handed over in Later years: For ex. In tender no. E- Open Tender No. 2024/IRCTC/P &T/CLUSTER/FEB/EZ/ECR/CLT/- ----- 12391-92 or 12397-98 as these	Corrigendum in this regard has been issued vide corrigendum 02


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		are SBD trains whose tenure is upto 2026-27. We request you to issue clarification that from when do we need to pay license fees & security deposit of these SBD trains.”	
7	Tenure	Firm has submitted that “We request you to fix tenure of all the trains for 07 years as if we will get Handover of N-SBD train no, 12309-10 on 01.05.2024 & SBD train for ex. 12397-98 on 01.07.2027 than for the said train we are only getting period of 4 years which is against the SBD.”	Not acceptable as per Railway Board Commercial Circular no. 24/2023.
8	ISO 22000:2005	Firm has submitted that “Your office in the SBD have instructed to submit ISO 22000:2005, As the said ISO is outdated and is superseded by ISO 22000:2018, we request you to demand ISO 22000:2018 in the tenders.”	Corrigendum in this regard has been issued vide corrigendum 03
9	ESIC & EPFO Certificate	Firm has submitted that “ESIC & EPFO Certificate in the firm there are several staffs whose salary is above the limit of ESIC & EPFO deduction, i.e. ESIC is to be collected till 21,000/- and EPFO till 15,000/-. Due to this it is not at all possible to submit ESIC & EPFO certificate of employees whose salary is above this salary slab.”	Corrigendum in this regard has been issued vide corrigendum 03

3. M/s Deepak & Co. and Indian Railway Caterers Association

SN	Reference Clause	Clarification Sought	Remarks
1	Point 4 of General Instructions To Bidders- The EMD of unsuccessful bidders shall be returned, without any interest, as promptly as possible on acceptance of t	Firm has submitted that “The initial tenure of the contract is 5 years. Then the PBG should be submitted for five years 06 month.”	As per GFR PBG should be valid 06 Month more than the original tenure of Tender.


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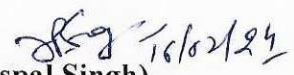
	<p>he bid of the successful bidder or when the selection process is cancelled, except in the case of the selected bidder whose EMD shall be retained till it has provided Security Deposit (in the form of a Performance Bank Guarantee) under the license agreement for the entire license period.</p>		<p>Hence, the clause of tender stands good. For more clarity may please see the Financial Bid.</p>
2	<p>Clause-1 Model of Operation and setting up of Base Kitchens of SCOPE OF WORK FOR KITCHEN DESIGN</p> <p>The base kitchens set up outside the Railway premises (not in the restricted residential area) should be uniform in design with a minimum of 1500 to 2000 sq ft. The kitchen should be well equipped for bulk production of minimum 1000 meals at a time with adequate storage/packing facilities, restroom facilities and pot wash area. The model kitchen design is enclosed in the tender document.</p> <p>Setting up and commissioning of Base Kitchens at designated locations (originating & enroute stations) shall be mandatory within 3 months after acceptance of Letter of Award (LOA) of contract.</p> <p>The base kitchens set up outside the Railway premises (not in the restricted residential area) should be uniform in design with a minimum of 1500 to 2000 sq ft. The kitchen should be well equipped for bulk production of minimum 1000 meals at a time with adequate storage/packing facilities, restroom facilities and pot wash area. The model kitchen design is enclosed in the tender document.</p>	<p>Firm has submitted that</p> <p>Is it mandatory to design the base kitchen according to the clause mentioned in the tender document (5000 meals design) at page no.82 or the licensee can design the base kitchen according to their requirement of supply of meals? In case it is mandatory, then the design (map) for setting up the base kitchen attached to the tender document is not practically possible to construct or set up in just 03 months. It is not possible to design the base kitchen as per the tender document on rented property/building. Base Kitchen designs needs to be categorized as per the requirement/supply of the meals on daily basis, for example.</p> <p>0- 300 meals-400 sq.ft. 300-800meals-700 sq.ft. 800-1000 meals-900sq.ft. 1000-1500 meals-1500sq.ft. 1500-2000 meals-2000sq.ft.</p> <p>This question arise due to cost effectiveness, suppose if food supply is around 300-500 meals. Square fit area of base kitchen set up needs to be in line with the supply of meals.</p> <p>In case, one train from the clust</p>	<p>Corrigendum in this regard has been issued vide corrigendum 02</p>


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		<p>er is handed over to the licensee , then will the licensee be required to set up all the kitchens mentioned in the tender document (8 or 9), or the licensee have the option to set up the kitchens according to the trains handed over to them?</p> <p>It is impossible to design the same base kitchen as prescribed in tender document because there are many factors like area and kitchen equipment in which base kitchen will be established on quantity of food supply.</p>	
3	<p>Clause 3 of Scope Of Work For Onboard Catering Services</p> <p>IRCTC reserves the right to modify or alter the menu as deemed necessary. However, any revisions or modifications to the menu or tariff during the term of the contract shall not serve as grounds for adjusting the license fee. The predetermined license fee remains unaffected by changes in the menu including meals or tariff structure.</p>	<p>Firm has submitted that “At the time of revision of menu, the costing effected and licensee has to bear the unnecessary costing, it is important to revise the tariff also.”</p>	<p>All menu changes may not lead to tariff revision. Tariff revision shall only be done as per guidelines of Railway Board in this regard.</p>
4	<p>Clause 3.4 of MASTER LICENSE AGREEMENT</p> <p>On introduction of new train with the lie over rake of the existing train the licensee shall manage the OBCS by the new train on payment of additional proportionate license fee for that particular train which shall be in the same ratio of QLF:MLF of that train.</p>	<p>Firm has submitted that Change in rake link and route may affect the sales downwards.</p>	<p>Its an operational Issues. Licensee is requested to quote License Fee, with due consideration to all the factors.</p>
5	<p>Clause 19 of Scope Of Work For Onboard Catering Services</p> <p>No Hawking- The Licensee shall ensure that the staff deputed by him are not indulging in any kind of vending/hawking /canvassing. The staff shall provide details of items available and serve as per demand of passengers.</p>	<p>Firm has submitted that “Sale of vending items is permitted by Railways/IRCTC.”</p>	<p>Corrigendum in this regard has been issued vide corrigendum 03</p>


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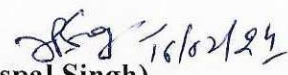
6	Clause 51 of Scope Of Work For Onboard Catering Services Service staff (Waiters): Service staff should be at least 10th standard qualified and should have undergone training (at least one week) in catering related services either organized by IRCTC or undergone training in government recognized organization/institutes.	Firm has submitted that “To fix a percentage of 10 qualified service staff to some extent because to arrange 100% 10 qualified service staff will be a challenge to start the train in urgency, hence, fix the percentage to some extent.”	Not acceptable as per Railway Board Commercial Circular no. 24/2023.
7	Clause 4 of Scope Of Work For Onboard Catering Services (GTV trains) Supply of newspapers- Licensee is required to supply fresh newspaper to the passengers, in morning/evening, as per the directives of IRCTC. The prescribed rate payable to licensee for provision of supply of newspaper per passenger is @ MRP rates or as prescribed by Zonal Railway and as certified by onboard TS in prescribed format.	Firm has submitted that “Prescribe rate of newspaper is not defined.”	No Change required.
8	Clause 5 of Scope Of Work For Onboard Catering Services (GTV trains) Licensee shall provide and ensure use of trolleys for service in EC/CC coaches from commencement of services.	Firm has submitted that “It is practically not possible to use trolley in CC coaches due to non-availability of space in CC coaches.”	No Change required.
9	Clause 6 of Scope Of Work For Onboard Catering Services (GTV trains) Staff Uniform	Firm has submitted that “Uniform should be as per licensee specification.”	Firm's request is not accepted as Staff uniform should be standardized and approved by IRCTC.
10	Clause 9 of Scope Of Work For Onboard Catering Services (GTV trains) Payment of License Fees - Payment for the on-board catering services will be made by IRCTC to the Licensee on the basis of the number of passengers served over different pairs of stations from the tariff rates. Charges for Rail Neer & Newspaper will be paid without deduction of license fee. The Licensee shall submit bills for onboard services on fortnightly basis and the licensee along with certificates of the Train Supdt. for bills to be entertained. IRCTC will make necessary statutory de	Firm has submitted that 1. Schedule for payment of license fee to be paid by licensee is prescribed but the schedule of payment by which the IRCTC will pay the bills raised by the licensee is not mentioned. 2. Please specify the 07 days period for payment of licensee bills, in case of delay of more than 10 days, an interest of 12% to be paid calculated on no. of days of delayed payment.	Corrigendum in this regard has been issued vide corrigendum 02


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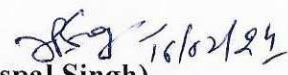
	ductions of tax at source and any other deduction in respect of the onboard catering services.	3. Please clarify the process to submit the online bill and supports.	
11	Clause 5 of Scope Of Work For Onboard Catering Services (Mail Express & TSV trains) Ban on vending /sales by onboard licensee staff in Railway stations/platforms	Firm has submitted that “IRCTC should provide the permission to Licensee to sale their items in train on station.”	Ban is not for sale within the train.
12	Clause 13 of Scope Of Work For Onboard Catering Services (Mail Express & TSV trains) Implementation of Software for operations and financial management	Firm has submitted that “Please describe the cost for implementation of the said software? This software / implementation cost must be pre-approved from licensee.”	Corrigendum in this regard has been issued vide corrigendum 02
13	Point F of Eligibility Disqualification of bidders Violation of labour laws: If the bidder or any of its constituents has been levied with a penalty for violation of labour laws three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.	Firm has submitted that “It is completely impractical to disqualify the bidder on this ground and is against the Railway Board policy This clause will be of unreasonably increased litigation between employer and employee and also used by employee to blackmail the employer.”	This is statutory compliance of Labour Ministry. Hence, can't be considered.
14	Point 3.4 of EVALUATION OF BIDS It shall be ensured that at least two distinct Service Providers are available in a particular route.	Firm has submitted that “What is the formula to award two distinct service providers in a particular route?”	The requirement of ensuring at least 02 distinct Service Providers in a particular route as per Railway Board Commercial Circular no. 24/2023 will be implemented.
15	Point 4.2 of EVALUATION OF BIDS Scope of work for Part A shall include identification/ purchase/ leasing/renting of land/building/space, completion of civil works, furnishing and providing and fixing of equipment by the successful bidder as per defined specifications of IRCTC, staff deployment and procurement system in place by the successful bid	Firm has submitted that “At the time of inspection of the base kitchen, if the kitchen is not found satisfactory, in that case, how much time (that time needs to mutually agree) will be provided to the licensee to rectify the deficiencies?”	It will be as per Railway Board Commercial Circular no. 24/2023.


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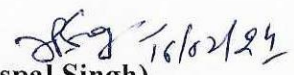
	der and issue of commissioning certificate jointly by IRCTC, Railway & the Service Provider. IRCTC will deploy its staff for supervision.		
16	ISO 22000:2005	Firm has submitted that “ISO Certificate required by the m ISO-22000-2005 is already closed At present ISO-22000-2018 is applicable. “	Corrigendum in this regard has been issued vide corrigendum 03
17	PACKET- A Requirement of Valid ISO certification and Valid FSSAI license.	Firm has submitted that “The ISO certification and FSSAI license may requires to be valid for the period of the time of production of meals.”	Corrigendum in this regard has been issued vide corrigendum 02
18	PACKET- A FYs 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 (For any of the three years under considerations). are verified as per VAT/Service Tax /GST (9/9C) returns.	Firm has submitted that “The same should be supported by highlighted part in GSTR (9/9C) to ascertain turnover of cooked food by HSN Code (9963).”	Accepted as already the part of tender document in attached Annexure.
19	Point 3 of PACKET- A Successful bidder will submit all desired information including printouts of required IT, GST, ESI & PF accounts/ passwords if required for forensic audit.	Firm has submitted that “The Forensic Audit should be done while scrutiny of technical bid and before make eligible for financial bid to avoid entering of fraudulent parties.”	Shall be done as per Tender document.
20	Clause- 3 of FINANCIAL BID (PACKET-B) Successful bidder has to submit RDS for Rail-Neer for post-paid trains @ 2 % of total LF of the post paid trains only for tenure of contract for the trains within 07 working days before date of commencement of operation for adjustment of outstanding amount pertaining to supply of Railneer.	Firm has submitted that “Instead of taking an advance of 2% of license fees as RDS deposit train wise monthly advance rail neer account to be maintained to avoid any disputes.”	2 % RDS may be kept as per tender condition. However, suggestion for maintaining train wise monthly advance may also be considered, in future.
21	Clause- 7 of FINANCIAL BID (PACKET-B) IRCTC reserves the right to recover any	Firm has submitted that	Corrigendum in this regard has been issued vide corrigendum 02


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	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.	“Every contract is a specific contract, hence, kindly delete adjusting the dues of any other contract.”	
22	Clause- 1 of FINANCIAL BID (PACKET-B) License fee and Security Deposit- License fee for the entire cluster shall be paid within 15 days of issue of Letter of Award.	Firm has submitted that “The license fee to be deposited 15 days advance from the commencement of the contract according to the handover of the trains.”	Not acceptable as per Railway Board Commercial Circular no. 24/2023.
23	Commencement or Handover of Train	Firm has submitted that “As per the tender document, the commencement or handover of the train is mentioned as 01.05.2024 but on page-110 for kitchen setup, it is mentioned that the handover or commencement of the train will be based on the tenure of the particular trains. In this case, which condition is applicable for handover of the trains?”	Corrigendum in this regard has been issued vide corrigendum 02
24	Annexure- E Details of staff on roll during the last completed Financial year (FY 2022-23) based on monthly EPF and ESI contribution of the employer/PF Trust with details of staff having Three-year Degree/Diploma in Hotel Management/Hospitality and certificates in any catering/hospitality related course from any government recognized organization/institute	Firm has submitted that “The prescribed limit for ESI and EPF is Rs.15000/- and 21,000/- respectively Hence, you are requested to add Form-11 of EPF account.” Will the Degree/Diploma or Certificate of partner will be counted under total certification or not?	Being Statutory provision in the Document named Form 11 of EPF Act 1952 is accepted. Degree/Diploma or certificate of partner Employee will be counted in Total numbers of staff.
	Clause 3.6 of MASTER LICENSE AGREEMENT Licensee will arrange his own equipment other than those provided in the pantry car for satisfactory provisions of services.	Firm has submitted that “Equipment in pantry car and trains are provided by the Railways itself. We have no authority to install any electrical gas equipment in pantry car/coaches.”	This clause will be applicable only for movable equipment considered necessary for service.
25	Annexure- K Penalty/Termination of contract on 05	Firm has submitted that	The clause is in line with the policy advised by the


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	complaints.	“Will the IRCTC develop a proper system to investigate all the complaints to check whether the complaints are genuine or not? Time frame is not mentioned for the count of 05 complaint whether it will be on per basis/weekly/fortnightly/per day month/half yearly/per year and so on? It is completely impractical to terminate any contract on 05 complaints.”	RB. This is already the part of tender document under Annexure-K.
26	Clause 6.10 of MASTER LICENSE AGREEMENT Unsatisfactory services etc.- 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 may also be debarred from participating in the future projects of IRCTC after issuance of notice to the licensee.	Firm has submitted that “License fee should be refunded for unutilized period.”	Corrigendum in this regard has been issued vide corrigendum 02
27	Clause 6.10(b) of MASTER LICENSE AGREEMENT Irregularities found during Inspections- If any irregularity is noticed during the Inspection of Railway / IRCTC officials the penalties to be imposed may exceed the penalties prescribed for passenger complaints. The decision of IRCTC in this regard will be final and binding on the licensee. In addition, in case of failure or any discrepancy reported in terms of compliance of instructions issued for visible improvements of catering services in trains, license shall be terminated with immediate effect along with debarment upto 01 year.	Firm has submitted that “It is completely impractical to terminate any contract along with debarment any contract along with debarment upto 01 year on general deficiencies found during inspection.”	Corrigendum in this regard has been issued vide corrigendum 03
28	Clause 11.1 of MASTER LICENSE AGREEMENT- Advertisement/ Publicity/ Sponsorship - The Licensee will not engage in or per	Firm has submitted that “Advertisement rights should be permitted to the licensee.”	Licensee may get themselves empanelled with IRCTC and engage in advertisement work, as per pub


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	mit any advertisement/publicity/sponsorship of any brand or product, directly or indirectly. The advertisement on catering accessories shall be done by IRCTC. The licensee shall serve/distribute the material provided by IRCTC, in case advertising contract is finalized by IRCTC.		lished guidelines.
29	Reserve Price	Firm has submitted that “Reserve price to be fixed @10 % of the assessed sale turnover as per railway board letter dated 31.12.2012”	Not accepted being this tender has been done on Catering policy 2017 and its addendum issued by Railway Board. Hence, this request cannot be considered.
30	Non-turn up passenger	Firm has submitted that “In case of non-turn up passenger, payment should be made to the licensee of GTV and RSD Trains”	This clause is not applicable in this Contract. The payment shall only be reimbursed as per TS certificate. Licenses are requested by Taking care of this factor while bidding.
31	Cluster having GTV and RSD Trains	Firm has submitted that “Services are not mentioned for GTV and RSD trains in tender document.”	Apportionment and Menu are enclosed in tender.
32	Clause 2 of Financial Conditions "The date of handover of individual trains indicated in Column G above, are tentative, according to which tenure of contract of the trains have been calculated in Column H above. In case the actual date of handover of any train of the cluster is different from that mentioned above as a result of which the tenure of train is getting reduced, the total License Fee for the entire cluster(M) will remain unchanged. However, if the tenure of any train is getting increased due to pre-ponement of the date of handover, the Licensee will be required to pay the additional License fee for that train on pro-rata basis for the increased period."	Firm has submitted that “the license fee would remain unchanged in case the tenure of the train is getting reduced, however, at the same time, if the tenure of the train is getting increased, on pre-ponement of the date of the handover, the licensee is required to pay the additional license fees on pro-rata basis for increased period. Both the situations are depending upon the concerned authority of the IRCTC. At the time of pre-ponement of date of delivery, you are charging higher license fee on pro-rata basis, however, in case you failed to handover as per scheduled time, you are not reducing the license fee on pro-rata basis which is unilateral and unethical. Being Government authority and in view of settled judg	Corrigendum in this regard has been issued vide corrigendum 02.


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	ment of Hon'ble Supreme Court of India regarding the nature of standard form of contract, your good self be kind enough to look into the issue and make necessary modification or amendment"	
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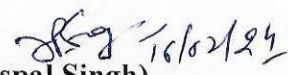
4. M/s Brandavan Food Products.

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1	<u>Point no. E of Eligibility Criteria</u> Minimum Average Workforce(Category A-and Category B) – Duly certified by the approved Chartered Accountant (CA) /Statutory Auditor with UDIN number based on monthly EPF and ESI contribution of the employer/PF Trust as per Annexure- E.	Firm has submitted that “You have not mentioned that document showing EPF contribution, including Form 11 of EPF Act 1952 ((in case exemption from PF contribution is to be claimed), may be enclosed as proof of meeting the manpower criterion)”	Corrigendum in this regard has been issued vide corrigendum 03
2	<u>Point 20 of General Instructions To Bidders</u> If H-1 bidder withdraws bid after opening of Financial Bid, EMD of bidder shall be forfeited and bidder will be debarred from participating in the bidding process of all future projects of IRCTC for a period of one year.	Firm has submitted that “Pertaining to this the H1 bidder EMD is forfeited and IRCTC re-float the said tender. We would like to submit that IRCTC should call H2 bidder for negotiation and award the bid to H2 bidder with matching the H1 bidder quoted license fee, which will save precious time and revenue loss for IRCTC that would be used for re-tender entire process.”	Firms suggestions are not acceptable since not permitted as per existing policy guidelines of Government of India.
3.	<u>Point B of Mandatory Criteria (Cluster-B)</u> Ownership of Kitchens Ownership of at least one operational ISO 22000-2005 certified Kitchen in any city in India with a valid FSSAI license, having the capacity to produce at least 2500 meals per day and proof of supply of at least 45,000 meals [i.e. average 500 meals per day (meals include Lunch/Dinner /Breakfast)] in any of the 4 preceding quarters.	Firm has submitted that “We would like to submit that there should be two base kitchen which should be at Origin and Destination stations.”	Not acceptable being as per Mandatory Criteria given in Railway Board Commercial Circular no. 24/2023. After award of contract, the Trains will be handed over only after set up and commissioning of Base Kitchens at designated locations within the stipulated timelines given in the tender.



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4	Sample calculation for License Fee & Security Deposit in Financial Bid Format	<p>Firm has submitted that</p> <p>“Please refer to mentioned sample calculation wherein you have you shown Total License fee for entire cluster for entire duration of contract plus GST @ 18%. And the successful bidder has to submit security deposit @ 10% of the contract value. We would like submit that the SD should be only on total license fee for the entire cluster for entire duration of contract period.”</p>	<p>Corrigendum in this regard has been issued vide corrigendum 03</p>
5	Payment by IRCTC on bill submission to License – No Clause in Tender Document.	<p>Firm has submitted that</p> <p>“Payment related to the licensee on online bill submission is not mentioned anywhere in the tender. This point was raised during pre-bid meet and it was submitted that payment to the Licensee should be released within 7 days on online submission of the bill and this clause is to mentioned in the said IRCTC Cluster tender.”</p>	<p>Corrigendum in this regard has been issued vide corrigendum 02</p>
6	Annexure- K Complaints and penalties to be imposed	<p>Firm has submitted that</p> <p>“Please refer to this clause wherein you have mentioned about fine/penalty and termination on 5th case onward. We would like to submit and suggest IRCTC to appoint a Train manager from some reputed organization like KPMG and entities of KPMG repute on each train to keep check on On-Board service provider, Which will boast actual position of standard and quality of services being served to the passengers. Also it will justify the actual factual position of complaint being raised by passengers.”</p>	<p>Not acceptable as Monitoring mechanism of IRCTC is robust and may further improve with the cluster model.</p>


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	Annexure-K Complaints and penalties to be imposed	Firm has submitted that “Please refer to this clause wherein you have mentioned about fine/penalty and termination on 5th case onward. We would like to submit and suggest IRCTC to appoint a Train manager from some reputed organization like KPMG and entities of KPMG repute on each train to keep check on OnBoard services being provided by Service provider, which will boast actual position of standard and quality of services being served to the passengers .Also it will justify the actual factual position of complaint being raised by passengers.”	Not acceptable as Monitoring mechanism of IRCTC is robust and may further improve with the cluster model.
7	Point 20 of General Instructions To Bidders If H-1 bidder withdraws bid after opening of Financial Bid, EMD of bidder shall be forfeited and bidder will be debarred from participating in the bidding process of all future projects of IRCTC for a period of one year.	Firm has submitted that “Pertaining to this the H1 bidder EMD is forfeited and IRCTC refloat the said tender. We would like to submit that IRCTC should call H2 Bidder for negotiation and award the bid to H2 bidder with matching the H1 bidder quoted license fee, which will save precious time and revenue loss of IRCTC that would be used for re-tender entire process “	Firms suggestions are not acceptable since not permitted as per existing policy guidelines of Government of India.
8	Payment by IRCTC on bill submission to Licensee	Firm has submitted that “Payment related to the licensee on online bill submission is not mentioned anywhere in the tender. This point was raised during Pre-bid meet and it was submitted that Payment to the Licensee should be released within 7 days on online submission of the bill and this clause is to mentioned in the said IRCTC Cluster tender”	Corrigendum in this regard has been issued vide corrigendum 02
9	34 Clause No 4 Supply of Newspaper Licensee is required to supply fresh newspaper to the passengers, in morning/evening, as per the directives of IRCTC. The prescribed rate payable to licensee for provision of supply of	Firm has submitted that “Please refer to said clause wherein you have mentioned that payment for supply of newspaper per passenger is @ MRP rates as	No change required


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	newspaper per passenger is @ MRP rates or as prescribed by Zonal Railway and as certified by onboard TS in prescribed format.	prescribed by Zonal Railway. Please note that Zonal Railway is follow very old i.e. almost 30 Years old Railway board policy and is in practice of making Rs. 2 for each newspaper is not viable. Pertaining to this we request to make payment of Newspaper as per current market MRP of newspaper."	
10	<p>Clause 19 of GENERAL INSTRUCTIONS TO BIDDERS</p> <p>If bidder withdraws its bid before opening of financial bid but after opening of technical bid, in writing, EMD of bidder will be forfeited and bid will be technically disqualified.</p>	<p>Firm has submitted that</p> <p>"We would like to submit that there may be chance that any bidder may submit false bid and withdraw its bid before opening of financial bid only EMD of the bidder will be forfeited and bid will be technically disqualified. We would request that such bidder along with EMD forfeiter also debarment for 1 Year of such company or associated entities to whom such person is Director, Partner, or proprietor"</p>	<p>Concerned Clause already the part of this tender document in line with GFR and other guidelines issued by Ministry of Railways. Hence, This request may not be considered.</p>
11	<p>Clause 20 of GENERAL INSTRUCTIONS TO BIDDERS</p> <p>If bidder withdraws its bid before opening of financial bid but after opening of technical bid, in writing, EMD of bidder will be forfeited and debarment for a period of 1 year and bid will be technically disqualified.</p>	<p>Firm has submitted that</p> <p>"We would like to submit that there may be chance that any bidder may submit false bid and withdraw its bid after opening of financial bid. We would request that such bidder along with EMD forfeiter also debarment for 3 Year of such company or associated entities to whom such person is Director, Partner, or proprietor"</p>	
12	<p>MASTER LICENSE AGREEMENT</p> <p>Change in LF due to change in composition of the train and/or increase / decrease in frequency of the train. - The Railway/IRCTC reserves the right to make any changes in the train schedules. In case of any changes that may take place in the train schedules including increase/decrease in frequency of the train or train This is not as per the Railway Policy and needs to be examined and revised.</p>	<p>Firm has submitted that</p> <p>"This is not as per the Railway Policy and needs to be examined and revised."</p>	<p>Corrigendum in this regard has been issued vide corrigendum 03</p>


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composition, the license fee for that particular train, payable to IRCTC shall be varied on pro-rata basis in the same ratio of QLF:MLF of that train. Overall license fee for the cluster shall be revised accordingly. The revision shall be effected from the date of such change		
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5. M/s RPTSTL


SN	Reference Clause	Clarification Sought	Remarks
01	tenders have allowed the Licensee of OBCS to develop their own kitchen for transferring of food under unbundling model Sir, We the licensees are been awarded contract of several Refreshment Room (Kitchen units), Your office while calling tenders of the said Refreshment Room (Kitchen units) assured us that the trains Passing through the stations will procure meals from the Refreshment Room (Kitchen units) and we have made huge investment accordingly. Your office has also invested crores of rupees in order to upgrade these units. We have participated in the Tenders of Refreshment Room (Kitchen units) after assessing sales arising out of unbundling services. Now your office in the tenders of E-Open Tender for Provision of Onboard Catering Services in Trains for a period of 05 years further extendable upto 02 years have allowed licensee of OBCS to develop their own kitchen.	<p>Firm has submitted that</p> <p>“we hereby request you to make Amendments in the Tender Documents and Meals may please be procured from IRCTC Awarded Refreshment Room (kitchen units) as by putting these condition scope of work applicable for tenders Refreshment Rooms & Base Kitchens will be completely changed. The list of few units in which unbundling services was promised by your office are RR-MTJ, RR-VGLJ, RR- KOTA,RR-JAT, RR-MAS, RR-ED, RR-SA,RR-RU etc</p> <p>In order to save us from financial losses & litigation free services, We hereby request you to make Amendments in the Tender Documents and Meals may please be procured from IRCTC Awarded Refreshment Room (kitchen units) as the said units are located on the Platforms and are the best source to procure Fresh & quality meals as the meals in these units are prepared under guidance of your office supervisors. Moreover if meals will not be procured from IRCTC awarded kitchen this will lead to financial loss to your office also as we pay transfer charges to your office for meals supplying under unbundling model”</p>	The request is not in line with policy guidelines issued by RB.


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6. M/s Kamdhenu Caterers Private Limited

SN	Reference Clause	Clarification Sought	Remarks
	<p>Clause 1 of FINANCIAL TERMS AND CONDITIONS.</p> <p>License fee and Security Deposit:- License fee for the entire cluster shall be paid within 15 days of issue of Letter of Award. For the subsequent years, 01 month before the completion of current year. In case of extension for further 02 years, payment schedule will remain same as above. Non-payment of installment of Licensee fee with above time limit will attract initiation of termination proceeding Security deposit of 10 of the contract value (Quoted License Fee of 05 rears plus Applicable GST) s to be submitted by Licensee within 15 days of issue of Letter of Award.</p>	<p>Firm has submitted that</p> <p>“As per the above clause the successful bidder has to submit SD 10% of the total contract value including the GST on the quoted license fee. Whereas the SD has to be calculated on the License Fee only as per the extant GST Rules. We therefore, request you to kindly clarify the as per the provision. We also request you to kindly provide us the supporting rules to have a greater clarity on the same.”</p>	<p>Corrigendum in this regard has been issued vide corrigendum 02</p>
	<p>JV/Consortium provision in Standard Bid Document for Cluster of Trains</p>	<p>Firm has submitted that</p> <p>“We have been engaged in the business of catering since 2014 and having vast network and a professional team to meet the requirements of our clients. We are very much keen to join hands with your esteemed corporation to provide services to the railway passengers However, the subject SBD is designed to keep away the new entrants and it has no provision for JV/Consortium making it impossible for small entities likes ours to take active participation on the same unlike the previous SBD which had the JV/Consortium provision We therefore, request you to make the relevant changes in the subject SBD allowing JV/Consortium to</p>	<p>As per Catering Policy, JV/Consortium is not allowed. Hence, the request of Bidder can't be entrained.</p>



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	participate so that the participants like us can have an equal opportunity”	
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7. M/s Indian Railways Onboard catering Contractor Association

SN	Reference Clause	Clarification Sought	Remarks
1	NIL	<p>Firm has submitted that :</p> <p>“we would like to bring to your attention that our association members are also deeply involved in the successful execution of the Aastha Special Trains project. These trains, originating from various railway stations to Ayodhya, are set to commence operations from the 26th of January, 2024. The project is of immense importance, and our members are committed to ensuring its flawless execution, given its significance to the pilgrim community and the prestige it brings to IRCTC and Indian Railways</p> <p>Given the overlap in timelines and the considerable resources required for both the Aastha Special Trains project and the preparation for the tender process, we find ourselves in a challenging situation. Our members are dedicated to providing the best services in both these ventures. However, the concurrent schedules are stretching our capacities and might impact our ability to deliver the highest standards that IRCTC rightly expects.</p> <p>In light of these circumstances, we humbly request a postponement of the pre-bid meeting dates related to the tender for the management of onboard catering services. A delay of a few weeks would provide our</p>	Not relevant.


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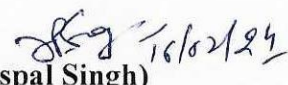
	members with the necessary bandwidth to concentrate on the Aastha Special Trains project and subsequently focus on preparing a comprehensive and competitive bid for the catering services tender “	
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8. M/s Sambasiva Enterprises


SN	Reference Clause	Clarification Sought	Remarks
1	NIL	Firm has submitted that : For the SBD trains or for the trains starting from the later date, when should the base kitchens be constructed?	As already mentioned in clause 4.2 of the tender document (Evaluation of Bids), setup and commissioning of all base kitchens at designated locations shall be mandatory within the stipulated timelines.
2	ISO 22000:2005	Firm has submitted that : Under ownership of kitchens - ISO 22000:5000 is invalid from June 2021. Should we submit ISO 22000:2018 instead?	Corrigendum in this regard has been issued vide corrigendum 03
3	Minimum Average Workforce	Firm has submitted that : Regarding the workforce - We are having more than 150 employees in our payroll but for some of those whose salary is more than 21000 Rs/ month as per the ESI act they are not eligible for ESI, hence they are in our EPF list. So it would be considered ?	Corrigendum in this regard has been issued vide corrigendum 03

9. M/s. Ambuj Hotel & Real Estate(P) Ltd.

SN	Reference Clause	Clarification Sought	Remarks
1	Page No 52 License fees & Security Deposit 1.) License fee for the entire cluster shall be paid within 15 days of issue of Letter of Award.	1.) Paying Security Deposits within 15 days is ok. Our submission is Payment of license Fee should start 15 days before hand over of train. As after award Kitchens have to be built in next 3-4 months. License fee is a huge amount and 3-4 months is	1) The Concerned Clause is as per Commercial Circular no. 24/2023 issued by Railway Board.


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	<p>2.) Security Deposit of 10% of the contract value plus Applicable GST</p>	<p>considerably a long period and has bearing on capital cost. Holding license fees idly is blocking capital.</p> <p>2.) Calculation of Security Deposit should be on contract value only and not on GST. SD is not a trade transaction, SD is a security deposit accepted in form of FD/VG/DD to secure fulfillment of the contract.</p>	<p>2) Corrigendum in this regard has been issued vide corrigendum 02</p>
2	<p>Termination of Contract by IRCTC</p> <p>1. IRCTC shall have the right to terminate the license for any reason whatsoever after serving 06 (six) months termination Notice to the Licensee/Service Provider. In such case, Security Deposit shall be refunded on adjustment of pending dues, if any.</p> <p>2. IRCTC may terminate the license for an entire cluster of trains on account of breach of terms and conditions of the contract or any serious default of the Service Security Deposit shall be forfeited</p>	<p>1.) The licensee has the right to be heard in view of natural Justice terminating the contract without proper procedures would be arbitrary.</p> <p>2.) The licensee has the right to be heard in terminating the contract without following procedures would be arbitrary and against principals of natural justice.</p>	<p>The Concerned Clause is as per Catering policy 2017.</p>
3	<p>Page No 93</p> <p>6.10 Unsatisfactory Service etc.</p> <p>In the event of unsatisfactory services, poor quality of articles, persistent complaints from passengers, services below the standard or any failure or default at any time on the part of the licensee to carry out terms and provisions of this document to the satisfaction of the IRCTC (who will be sole judge and whose decision will be final) shall be optional to the IRCTC to make any substitute arrangement it may deem necessary at the cost and risk of Licensee or to forthwith terminate the licensee without any previous notice to the</p>	<p>IRCTC is sole judge and their decision is final. Our suggestion is to give fair opportunity to the erring licensee. Licensee e has made a huge investment in building kitchen, paid good amount of license fee and must be putting all out efforts to full fill all terms and conditions. The licensee should be counseled, be given sufficient time and required support to get things right. If still services do not improve show cause notice be served before termination.</p> <p>IRCTC will issue notice before termination.</p> <p>The licensee has invested huge</p>	<p>The Concerned Clause is as per Catering policy 2017.</p>


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	<p>Licensee and in case of such termination the Security Deposit be forfeited by the IRCTC and the licensee shall have no claim whatever against IRCTC or any of the officials in consequence of such termination of the license. No refund of proportionate License Fee shall be admissible in case of Termination under this clause. The Licensee agrees to make good all cost and expenses if any incurred by the IRCTC for making the substitute arrangement referred to above. The licensee may also be debarred from participating in the future projects of IRCTC after Issuance of notice to the Licensee.</p>	<p>amount in building Kitchen which will be a total loss in case of termination. IRCTC should consider this fact and should not forfeit SD and License Fee.</p> <p>IRCTC will not forfeit Security Deposit IRCTC will not forfeit License Fee.</p>	
4.	<p>Deficiency, Complaints and Penalties</p>	<p>The Penalties are framed on ideal operational environment in the train which never exists. The heavy rush, crowd Behaviour, Jammed Passages, speeding train all make it very tough to the pantry team with load of meals to move from pantry to the coach. The tidiness is always at stake. Delivery of meal quickly and without spillage in such circumstances is always challenging. In 7 Years of contract 5 minor complaints can lead to termination is a kind of victimization. These measures nowhere speak of betterment of quality and service mechanism. We therefore appeal your good offices to re-consider the penalty structure keeping in view reality of trains own environment. Termination should only be for established severe/gross negligence cases.</p>	<p>The Concerned Clause is as per Catering policy 2017.</p>

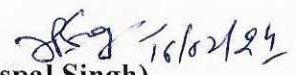

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		<p>The food poisoning/sickness can only be considered if sick numbers reported from across coaches, isolated cases or Single group sickness should be analyzed as it might have been due to their own behavior/outside food consumption.</p> <p>Please think about operational condition of the trains. The pantry car is a passage for all rail employees, GRP and Passengers while there is massive activity of heating and serving meals on going on. The tidiness cannot be maintained all the time.</p>	
5.	<p>Page No 47</p> <p>Annual Net worth: Rs/10 cr.</p> <p>(Net Worth at the end of preceding FY 2022-23 Total Asset-Total Liability)</p>	<p>The Net Worth Definition is not as per Finance Acts-viz Company Act 2013. Which provides section 2(57) "Net worth" means the aggregate value of the paid-up capital and all reserves created out of the profit [, securities premium account and debit or credit balance of profit and loss account,) after deducting the aggregate value of the accumulated losses, deferred expenditure..... The definition quoted here gives scope to manipulation.</p>	<p>The Concerned Clause is as per Catering policy 2017.</p>
6	<p>Recovery of outstanding amount</p> <p>IRCTC reserves the right to recover any outstanding dues from the licensee by adjusting the same against any amount/security of the licensee of any amount payable to the licensee either under this contract or any other contract.</p>	<p>Our submission is that no other contract's obligation be clubbed with this contract.</p>	<p>Corrigendum in this regard has been issued vide corrigendum 02</p>


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10. M/s. Kapoor Kitchen Private Limited:-

SN	Reference Clause	Clarification Sought	Remarks
1	Clasue 1.0 (Scope of Work for Kitchen Design), Pont No. 1, Page 16 of 164 (Model of Operation and Setting uo of Base Kitchens)	Sir, in this point it is mentioned that the Kitchen should be uniform in design with minimum of 1500 to 2000 sq ft and production of minimum 1000 meals at a time. Sir it will be very high costing, if the mael supply is less.	Model Kitchen Design is for indicative purpose. The actual, area, design and equipment should be in accordance with the actual meal load and shall be decided in coordination with zonal officers of IRCTC.
2	Clasue 1.0(Scope of Work for Kitchen Design), Pont No. 2, Page 17 of 164 (Model of Operation and Setting uo of Base Kitchens)	<p>Sir, it is clearly mentioned in this tender that licensee shall ensure that meals are picked up only from the designated Base kitchens under direct supervision of IRCTC and all base kitchen shall be set up and commissioned by licensee and also mentioned the designated locations for base kitchen with number of meal supply in this tender</p> <p>Sit is clearly mentioned in this tender that the licensee will ensure that the food picked up from the specified base kitchens only under the direct supervision of IRCTC and all the base kitchens will be set up and commissioned by the licensee, and the locations specified for the same shall be maintained, and kitchen with a number of food supplies.</p> <p>In point no. 2, page no. 17, you have mentioned minimum specification and equipment for base kitchen set up, which does not seem practical for all base kitchens and it will be very high costing, if the meal supply is less</p>	Corrigendum in this regard has been issued vide corrigendum 02


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