



**E-TENDER**  
**JAN AAHAAR**

CIN No. L74899DL1999GOI101707

Website: [www.irctc.com](http://www.irctc.com) Email id: [nzrr@irctc.com](mailto:nzrr@irctc.com)

**OPEN E-TENDER CUM E-AUCTION BID DOCUMENT FOR PROVISION OF CATERING SERVICES IN JAN AAHAAR FOR A PERIOD OF 5 YEARS.**

- Date of Pre-bid meeting** : **08.10.2024 at 11.00 hrs**  
Perspective Bidders/ Interested Parties may visit north zone office for pre-bid for any assistance may please contact (9310708622/8287930681)
- Last date and Time of Submission of bids** : **22.10.2024 up to 15:00 hrs**
- Date and Time of Opening of bids** : **22.10.2024 at 15:15 hrs**
- Earnest Money deposit** : **Rs 2 lakhs**



**OPEN E-Tender No. – 2024/IRCTC/Catg./JAN AAHAAR/01**

**Group General Manager**  
**Indian Railway Catering and Tourism Corporation Ltd.**  
**North Zone Office, Rail Yatri Niwas Building,**  
**New Delhi Railway Station Complex,**  
**Ajmeri Gate Side, New Delhi-110002**



E-mail- nzrr@irctc.com

**INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED**  
(A Government of India Enterprise)

**NOTICE INVITING TENDER (“NIT”)**

Indian Railway Catering and Tourism Corporation Limited (hereinafter referred as “Licensor” or “IRCTC” or “Authority”) invites online bids from eligible Bidders for the Project of “**PROVISION OF CATERING SERVICES IN JAN AAHAAR FOR A PERIOD OF 5 YEARS.**.. The E-tender is OPEN TENDER and interested Bidders can download the tender document from the website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). The details are also mentioned in Section-1 of the tender document.

The details of information sheet are as under:

<b>INFORMATION SHEET</b>		
<b>S. No.</b>	<b>Event</b>	<b>Information</b>
1.	Tender Document Fee	<b>NIL. The tender document is free of cost. There is <u>NO</u> tender document fee to be deposited by bidders</b>
2.	Earnest Money Deposit (EMD)	<b>The amount (in INR) of EMD of the JAN AAHAAR of each station mentioned herein under.</b>
3.	Details for deposit of EMD	EMD is required to be deposited as per the details on the website <a href="http://www.tenderwizard.com/IRCTC">www.tenderwizard.com/IRCTC</a>
4.	Last date of Online Submission of Bids (“ <b>Bid Due Date</b> ”)	<b><u>22.10.2024</u></b> till 15:00 hrs
5.	Date and Time for Opening of Technical Bid	<b><u>22.10.2024</u></b> 2024 at 15:15 hrs
6.	Date and Time for Financial Bid opening	To be notified
7.	Address for correspondence concerning this Tender	Address: Group General Manager/ Indian Railway Catering and Tourism Corporation Ltd. North Zone Office, Rail Yatri Niwas Building, New Delhi Railway Station Complex, Ajmeri Gate Side, New Delhi-110002  Email: nzrr@irctc.com Phone No. (9310708622/8287930681)
8.	Tenderwizard Website Address and Helpdesk No.	<a href="http://www.tenderwizard.com/IRCTC">www.tenderwizard.com/IRCTC</a> Help for Bidders, FAQ, Information about DSC regarding Tenderwizard website shall be available at 011-49424365 or 8800115628.
9.	Validity of the Bid	120 (one hundred and Twenty) days from the opening Date of Technical Bid
10.	Contract Duration	5 (Five) years
11.	Bidding Parameter	Highest License Fee
12.	Joint Venture (JV)/	JV/Consortium are not allowed



INFORMATION SHEET		
S. No.	Event	Information
	Consortium	
13.	Security Deposit	10% of the Contract Value i.e. 10% of the total value arrived at by adding total license fee & applicable GST for all years of the tenure of the contract.
<p><b>Note: Bidder may note that while submitting the online bid they are required to submit Scanned/digitally signed Tender document along with all Annexure, documents etc. as required. Each section shall remain inseparable part of the Tender Document.</b></p>		

SN	NAME OF STATION	EMD ( IN INR) TO BE DEPOSITED BY BIDDERS	LAST DATE AND TIME FOR ON-LINE SUBMISSION OF TENDER	DATE AND TIME FOR ON-LINE OPENING OF TENDER
1	NDLS(A1)	2 Lakh	<u>22.10.2024</u> till 15:00 hrs	<u>22.10.2024</u> at 15:15 hrs
2	AII ( A1 )	2 Lakh	<u>22.10.2024</u> till 15:00 hrs	<u>22.10.2024</u> at 15:15 hrs



## DISCLAIMER

- a. 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 **PROVISION OF CATERING SERVICES IN JAN AAHAAR FOR A PERIOD OF 5 YEARS AT VARIOUS RAILWAY STATIONS.**
- b. 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.
- c. 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.
- d. 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.
- e. No person other than the following authorized person of the IRCTC, has been authorized by IRCTC to give any information or to make any representation not contained in this Tender and, if given or made, any such information or representation shall not be relied upon as having been so authorized. All representations/queries etc pertaining to the tender documents may be addressed to Group General Manager Indian Railway Catering and Tourism Corporation Ltd. North Zone Office, Rail Yatri Niwas Building, New Delhi Railway Station Complex, Ajmeri Gate Side, New Delhi-110002 E-mail- nzrr@irctc.com.
- f. IRCTC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender. 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.
- g. The Bidder(s) shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses, online expenses associated with any demonstrations or presentations which may be required by IRCTC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IRCTC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Tender process.
- h. Laws of the Republic of India are applicable to this Tender.
- i. 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.
- a. The Bidder explicitly acknowledges and agrees that circulars or notification of Ministry of Railways, Government of India and appropriate state governments applicable during the term of the tender period are integral components incorporated into this tender agreement. The Bidder hereby accepts and binds themselves to comply with the directives, provisions, and obligations outlined within the circulars, considering them as essential elements



forming an inseparable part of this tender agreement.

- b. The Bidder acknowledges that all information, materials, and documents provided in after the commencement of the purported tender (collectively referred to as "Information") are confidential and proprietary. The Bidder agrees not to disclose, reproduce, distribute, or utilize the Information for any purpose other than the specified evaluation or purpose without prior written consent from the disclosing party. The Bidder shall take reasonable measures to safeguard the confidentiality of the Information and shall not provide, directly or indirectly, the documents or any information contained therein to any third party for any other services, projects, or purposes without explicit written authorization from the disclosing party. Upon completion of the intended purpose or upon request, the Bidder shall promptly return or destroy all copies of the provided documents and certify such return or destruction in writing. The obligations of confidentiality and non-provision of documents shall survive the termination or expiration of any agreement or relationship between the parties. The Bidder also agrees not to ask, disclose or produce any document which is outside the domain of the Right to Information, Act 2005 further the Bidder agrees to waive off the right for the production of any third-party document under Civil Procedure Code, 1908. For clarity, the third party means any party who is not part of the contract.



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**INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED**  
*(A Government of India Enterprise)*

**SECTION - 1**

**INSTRUCTIONS TO BIDDERS**

**1.1 Introduction:**

- 1.1.1** Ministry of Railways (MoR) has decided to give mandate for “Provision of Catering Services in JAN AAHAAR” to ‘Indian Railway Catering & Tourism Corporation Limited (hereinafter referred to as “IRCTC” or “Authority” or “Licensor”) established under companies Act, 1956 for the said purpose.
- 1.1.2** In accordance with Catering Policy: 2017, IRCTC took over the Jan Aahaar falling at stations. IRCTC appoints licensees to operate & manage the JAN AAHAAR for provision of catering services to passengers at the railway Stations.
- 1.1.3** IRCTC aims to improve the overall look, hygiene, cleanliness and the catering services in these JAN AAHAAR so as to provide good quality food to the passengers and improve the catering services.
- 1.1.4** IRCTC invites E-bids from eligible entities (hereinafter referred to as “**Bidders**”) for **Provision of Catering Services in Jan Aahaar** at Railway stations.
- 1.1.5** IRCTC reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by IRCTC/Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by IRCTC/Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway/IRCTC thereunder.
- 1.1.6** The indicative sketch plan/ site plan of the JAN AAHAAR of the railway stations are attached at **Annexure “F”**.
- 1.1.7** The successful bidder shall undertake the **Provision of Catering Services at these Jan Aahaar** as per the terms & conditions which are detailed in **Section-II, III & IV of this Tender Document**.

The Authority has adopted a single stage two step e-tendering process (the “Bidding Process”) for selection of the Licensee. The Bids comprising Technical Bid and Financial Bid shall be submitted online.

The scope of tender for **Provision of Catering Services in JAN AAHAAR** is limited to the specified area as per details given in this Tender. The details of the existing JAN AAHAAR Units including the name of Railway Station, Area (approx.) and the Minimum License Fee (MLF) per annum under this Tender is at Annexure E.





## 1.2 Type of Bidder

The Bidder may be a natural Person, Proprietor/Partnership/LLP Firm, Public or Private Company. Consortiums or JV (Joint Ventures) are not allowed. The term “**Bidder**” used herein will apply to a single entity. Only Resident Indian Citizens and entities registered in India are eligible to participate in the bid.

## 1.3 Completeness of Bid

The Bid should be complete in all respects. Failure to furnish information as required in the Tender document or submission of a proposal not responsive to the Tender document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the Earnest Money Deposit (EMD).

## 1.4 Bid Preparation Costs

- i. The Bidder shall submit the bid at its own cost and expense. IRCTC shall not be held responsible for any cost incurred by the Bidder. Submission of a bid does not entitle the Bidder to claim any cost and rights from IRCTC, regardless of the conduct or outcome of the Bidding Process.
- ii. All materials submitted by the Bidder shall be the absolute property of IRCTC and no rights e.g. copyright shall be entertained by IRCTC.

## 1.5 Amendment to the Tender

- i. Any amendments made to the Tender would be published on tender wizard website as mentioned in Information Sheet in NIT at any time before the deadline of submission of Bid and no separate information shall be communicated to individual Bidder.
- ii. All amendments, corrigendum, addendum, responses, supplementary information etc. issued under this Tender shall become integral part of the Tender.
- iii. The Bidders are advised to visit the Tender wizard website as mentioned in Information Sheet in NIT on regular basis to check for necessary updates. IRCTC also reserves the right to amend the dates mentioned in this Tender.
- iv. The Bidders are to ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered Bidder to check the web site for any such corrigendum/addendum at the time of closing time of tender and ensure that bid submitted by them are in accordance with all the corrigendums / addendums.

## 1.6 IRCTC's Right to Terminate the Process

IRCTC may terminate the Bidding Process at any time and without assigning any reason. IRCTC shall not be held liable, at any point of time, for such decision.

## 1.7 Site Visit and Verification of Information

The Bidders are encouraged to visit and examine the site and obtain for themselves, at their own responsibility and risk, all information including applicable Laws and regulations or any other matter considered relevant by them that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site(s) shall be borne by the Bidder. For any clarification the Bidders shall contact at the details mentioned in Information Sheet of NIT. Clarifications/queries pertaining to bid document received by the Authority 7 (Seven) days before the bid due date will not be entertained.

## 1.8 Earnest Money Deposit (EMD)

- i. In terms of this Tender, a Bidder is required to submit along with the Technical Bid an EMD the details of which are mentioned in the table in NIT. **The EMD is required to be deposited by the bidder for each station he/she intends to bid. The EMD amount has been mentioned**

- against each station in the table in NIT. The EMD is required to be deposited by the bidders as per the details on the website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC)**
- ii. EMD of the unsuccessful Bidders shall be returned tentatively within 60 (sixty) days from date of issue of Letter of Award (LOA) to the Successful Bidder. The EMD of the successful Bidder shall be returned upon the submission of Security Deposit. **The EMD amount deposited by the successful Bidder shall not be adjusted with Security Deposit to be deposited by the successful bidder.**
  - iii. No interest will be paid to the Bidders by IRCTC on the EMD amount.
  - iv. **The Bid submitted without EMD shall be rejected.**
  - v. The EMD shall be forfeited:
    - a. If a Bidder withdraws its bid or changes/alters the License Fee quoted during the period of bid validity or its extended period, if any, then the EMD shall be forfeited and bidder shall be debarred from future projects of IRCTC for a period of one (01) year.
    - b. In case, the successful Bidder fails to sign the Contract in accordance with the terms and conditions of this Tender.
    - c. If during the bid process, a Bidder indulges in any deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
    - d. If, during the Bidding Process, any information is found false/ fraudulent/ malafide.
    - e. If a Bidder engages in any of the Fraud and Corrupt Practices specified in Clause No. 1.12.7 in Section 1 under Instruction to bidders in this Tender.
  - vi. The decision of IRCTC regarding forfeiture of the EMD shall be final and binding upon all the Bidders.

## **1.9 Instruction for Tender Viewing, Registration with Portal, deposit of EMD and E-Auction**

### **1.9.1 Tender Viewing, Registration with Portal & deposit of EMD.**

- a. This tender document can only be viewed on <http://www.irctc.com> and <http://www.tenderwizard.com/IRCTC> and will be submitted/ received only at <http://www.tenderwizard.com/IRCTC>.
- b. EMD shall be paid through e-tendering website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). In case of non-submission of the said EMD through e-tendering website, the bid will be summarily rejected. It may be noted that EMD is to be deposited mandatorily. It may also be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
- c. To participate in the e-tender, it is mandatory for the bidders to register themselves with M/s ITI without any payment on the website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) and obtain User ID & Password which is required for submitting the tender. It may please be noted for submission of bid, Class-III digital signature is required.
- d. Corrigendum/Addendum to this tender, if any, will be published on website [www.irctc.com](http://www.irctc.com), [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). No newspaper/press advertisement shall be issued for the same.
- e. For any difficulty in downloading & submission of tender document on website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC), please contact at [tenderwizard.com](http://tenderwizard.com) helpdesk no. 011-49424365 or 8800115628.
- f. The digital signature of the bidder on the e-tender form will be considered as confirmation that the bidder has read, understood and accepted all the documents, terms & conditions referred to in the tender documents. It may please be noted that in case of deviation quoted by bidder, offer will be passed over without further correspondence/communication.



**1.9.2 Instruction for process of E-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
- iv) i.e. [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC).
- v) 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](http://tenderwizard.com) helpdesk no 011-49424365 or cell no 09599653865) to get acquainted with the system.
- vi) E- auction will be conducted on scheduled date & time.
- vii) 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).
- viii) 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.
- ix) 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
- x) of e- Auction.
- xi) 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.
- xii) 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.
- xiii) At the end of e- auction event, the highest Bid value will be known on the network.
- xiv) 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.
- xv) 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.
- xvi) IRCTC’s decision on award of Contract shall be final and binding on all the Bidders.

### **A. 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](http://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).

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.

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.

- v) 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. 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.
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- 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.

**J. 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).

**1.10 Bid Submission Instructions**

### 1.10.1 Bid Submission Format

The entire Bidding Process shall be submitted strictly as per the format specified in this Tender at APPENDIX 1 & 2. The bids in deviation from the prescribed format are liable to be rejected summarily.

**Bidder may note that while submitting the online bid in addition to the Section-I, II & III of the tender document, they are also required to submit the FORMS along with required documents as mentioned under Section- IV as below:**

- a) **Appendix-1 (Technical Bid) comprising FORM- 1 to FORM- 7 (duly filled) as mentioned in the Tender document along with Integrity Pact at Annexure G.**  
**and**
- b) **Appendix-2 (Financial Bid) of the Tender document**

### 1.10.2 Bid Submission Instructions

- i. The Bidder shall provide all the information sought under this Tender. IRCTC shall evaluate only those Bids that are received in the specified forms and complete in all respects.
- ii. No Bidder shall submit more than one Bid for this Tender.
- iii. The Bidder should submit a Power of Attorney as per the format set forth in the Tender (FORM 7 of APPENDIX 1) authorizing the signatory of the Bid to commit on behalf of the Bidder. In case the bidder is Proprietor & he/she is signing the bid then such bidder is exempt from submission of FORM-7 of APPENDIX 1. In other cases, the person/ official of the Bidder who signs the bid shall obtain a Power of Attorney from the Bidder, which shall be submitted with the Bid. All pages of the bid and its Annexures, etc. shall be signed and stamped by such authorized person.
- iv. Bids to be submitted in two parts- Part-1 Technical bid and Part-2 Financial bid.
- v. The data submitted by the successful bidder, in compliance of the above eligibility conditions shall be subject to verifications by IRCTC itself or through any third party agency appointed by IRCTC, for which all necessary documents shall have to be essentially provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of license fee and Security deposit. In such eventuality the successful bidder will also be debarred for 3 years from participating in the future projects of IRCTC.
- vi. In terms of the Institute of Chartered accounts of India notification dated 02.08.2019 the following guidelines have been issued for information of public and necessary compliance of Member of Institute:-
  - i) A member of the institute in practice shall generate Unique document identification number (UDIN) for all kinds of the certification, GST and Tax Audit reports and other Audit, Assurance and attestation functions undertaken/signed by him which made mandatory from the following dated through announcements published on the website of the ICAI [www.icai.org](http://www.icai.org) at the relevant time:-
    - a) For all Certificates w.e.f. 1st February, 2019.
    - b) For all GST and Tax Audit Reports w.e.f 1st April 2019.
    - c) For all other Audit, Assurance and attestation functions w.e.f. 1st July 2019.



All applicants are directed to submit the certificate(s) i.e. Form 5 issued by Chartered Accountant with UDIN mandatorily. **In case FORM 5 is submitted without valid UDIN then, the bid shall not be considered.**

**Part 1: Technical Bid:**

- a. Bidders shall submit the Technical Bid in the formats at APPENDIX - 1 (the “Technical Bid”).
- b. While submitting the Technical Bid, the Bidder shall, in particular, ensure that:
  - i. The Earnest Money Deposit (EMD) has been deposited as per the conditions of the tender document.
  - ii. All forms are submitted in the prescribed formats.
  - iii. Power of Attorney, if applicable, is executed as per Applicable Laws. The Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
  - iv. The Technical Bid shall not include any financial information relating to the Financial Bid. If any information related to the financial aspects of the project is found in the Technical Bid the entire bid shall be treated as disqualified and will be rejected.
  - v. In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the licensee either by issue of the LOA or entering into the Contract, and if the successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by IRCTC; without IRCTC being liable in any manner whatsoever to the Bidder, as the case may be.

**Part 2: Financial Bid**

- a. Financial Bid quote offered by the Bidder shall comprise parameter as stated in Information Sheet of NIT payable as per the terms of the Contract. The Financial Bid shall be submitted through online mode only. In case of default, the entire Bid shall be summarily rejected.
- b. The Bidder is required to quote the Financial Bid as per the indicative format at APPENDIX- 2 Financial Bid. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Tender.
- c. The Annual License Fee the in Financial Bid is to be quoted by the bidder as per the bidding process i.e. in figures Only, in Indian Rupees.
- d. The License Fee as quoted by the bidder shall be binding on the bidder for the Contract Duration (as mentioned in Information Sheet of NIT). The License fee shall remain fixed for all years of the contract. IRCTC reserves the right to assess the sales turnover during the period of license. During such assessment, the license fee will be calculated @ 12% of the assessed sales



turnover or the annual quoted License fee quoted by the successful bidder, whichever is higher. The assessment of the sale may be done electronically or by deputing IRCTC officials periodically. The calculation of quoted license fee and 12% of sales turnover is to be done on pro-rata basis in case of JAN AAHAAR commenced by the bidder in the mid/part of the financial year.

- e. All the costs associated with the Contract shall be included in the Financial Bid. The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.
- f. Licensee shall pay all applicable taxes including GST in addition to License fee for onward submission to concerned authorities as applicable from time to time. The Licensee shall be responsible for all the taxes as applicable from time to time to be paid to the concerned authorities for the services rendered by it. There shall be no tax liability on IRCTC whatsoever on any account.

**Bidder may note that while submitting the online bid in addition to the Section-I, II & III of the tender document, they are also required to submit the FORMS along with required documents as mentioned under Section- IV as below:**

- a) **Appendix-1 (Technical Bid) comprising FORM- 1 to FORM- 7 (duly filled) as mentioned in the Tender document along with Integrity Pact at Annexure G.**  
**and**
- b) **Appendix-2 (Financial Bid) of the Tender document**

### **1.10.3 Late Bid and Bid Validity Period**

The Bidder must ensure that the Bid Document is submitted before the scheduled closing date & time of the Bid. IRCTC shall not be responsible for any delay by the bidder. The validity of the Bids shall be as mentioned in Information Sheet of NIT.

### **1.10.4 Modification and Withdrawal of Bids**

In the event of modification/substitution/withdrawal of the Bid, the Bidder may modify, substitute or withdraw the bid only prior to the Bid Due Date & Time.

### **1.10.5 Responsive Bids**

Prior to evaluation of Bids, IRCTC shall determine whether each Bid is responsive to the requirement of Tender. A Bid may be construed as a responsive Bid only if:

- (a) the Technical Bid is received in the form specified in Tender Document;
- (b) it is received by the Bid Due Date including any extension thereof;
- (c) it is accompanied by the requisite EMD;
- (d) it is signed, as stipulated in Clause 1.10.2 in Section 1 under Instruction to bidders in this Tender;
- (e) it is accompanied by the Power of Attorney as specified in Clause 1.10.2 (iii);

- (f) it contains all the information (complete in all respects) as requested in the Tender including all FORMS as stipulated in the Tender Document;
- (g) it does not contain any condition or qualification; and
- (h) It contains a copy of certificate of Chartered Accountant/ Statutory Auditor as per FORM 3.

IRCTC will subsequently examine and evaluate the Technical Bid of the responsive Bidder. IRCTC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the IRCTC in respect of such Bid/s. Provided, however, that the IRCTC may, at its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

### **1.10.6 Acknowledgement of Understanding of Terms**

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this Tender, including all forms, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

### **1.11 Evaluation Process**

- (a) IRCTC shall constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the Bidders.
- (b) The Bid Evaluation Committee constituted by IRCTC shall evaluate the responses to the Tender and all supporting documents. Inability to submit requisite supporting documents, may lead to rejection.
- (c) Each of the responses shall be evaluated as per the criteria and requirements specified in this Tender.
- (d) The BEC may seek clarifications including any document from any Bidder towards assessment of the qualification/disqualification of the bidder with respect to its Bid and may visit or authorize its representative the Bidder's client site to validate the credential claimed by such Bidder.
- (e) The Financial Bid shall be evaluated as per the parameter set out in Information Sheet of NIT.
- (f) The decision of the Bid Evaluation Committee in the evaluation of responses to the Tender shall be final. No correspondence shall be entertained in this regard.

#### **1.11.1 Bid Opening**

- (a) IRCTC reserves the right at all times to postpone or cancel a scheduled Bid opening.
- (b) Bid opening shall be conducted in 2 (Two) Stages;
  - **Stage 1** - Technical Bid
  - **Stage 2** - Financial Bid
- (c) The, date and time for opening the Technical Bid are mentioned in the Tender NIT Information Sheet.
- (d) The date of the opening of the Financial Bids shall be notified only to the technically qualified bidders.

### 1.11.2 Evaluation of Technical Bids

- (a) The Technical Bid of only responsive Bidders shall be evaluated and examined.
- (b) IRCTC shall open "Technical Bid". In case the Bidder does not meet any one of the conditions, the Bidder shall stand disqualified.
- (c) The Technical Bid must contain all the documents in compliance with check list given in the FORM 1 of APPENDIX 1.
- (d) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order/completion certificates, client contact information for verification, and all other components) as required for technical evaluation.

The evaluation of the Technical Bids will be carried out in the following manner:

- 1) Only those Bidders who comply with all the technical eligibility criteria shall be considered as responsive Bidders.
- 2) Each Technical Bid shall be evaluated for its meeting the Technical Eligibility Criteria. The Bidders meeting the technical eligibility criteria shall be declared as technically qualified. The Bidders not meeting the technical eligibility criteria shall be declared as technically not qualified.
- 3) The Bid Evaluation Committee may seek inputs from their professional and technical experts in the evaluation process.
- 4) IRCTC reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- 5) IRCTC reserves the right to accept or reject any or all bids without giving any reasons thereof.
- 6) The Financial Bids of Bidders who do not meet the technical eligibility criteria set out in the Clause 1.11.4 of Section 1 under Instruction to bidders in this Tender shall not be opened. IRCTC shall inform the technically qualified Bidders about the date & time of the opening of the Financial Bids.

### 1.11.3 Evaluation of the Financial Bid

- (a) Bidders are required to quote the Annual License Fee for undertaking the Contract as per the defined Scope of work.
- (b) Generally, the Bidder quoting the highest annual Licensee Fee to the IRCTC shall be declared as the Selected Bidder. However, the IRCTC reserves the right not to award the license to the bidder quoting the Highest Annual License Fee.
- (c) The IRCTC reserves the right to call the Bidder who quoted the highest Annual License Fee for negotiation. But the Bidder cannot reduce the amount of annual license fees once quoted/tendered.
- (d) In an event where two or more bidders quote the same highest bid amount as License Fee ("**Tie Bidders**"), the successful Bidder shall be identified by asking the Tie Bidders to submit their best and final offer. The Bidder offering the most advantageous final offer shall be adjudged as the Successful Bidder.

**1.11.4 Technical Eligibility Criteria**

To be considered as technically qualified, a Bidder shall fulfill the following eligibility criteria. The Bidder failing to meet all of the below mentioned eligibility criteria shall be disqualified and shall not be considered for evaluation of Financial Bid.

The details are as under:

SN	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>The Bidder should be a legal person, which may be:</p> <ul style="list-style-type: none"> <li>- Individuals;</li> <li>- Proprietorship entities;</li> <li>- A partnership firm registered under Partnership Act, 1932;</li> <li>- A Limited Liability Partnership (LLP) registered under LLP Act, 2008; and</li> <li>- A company, incorporated under Companies Act, 2013 or 1956, amended till date.</li> </ul>	Copy of certificate of incorporation /registration under relevant law.
2	Annual Turn over	<p>The bidder should have Average Minimum Annual turnover of <b>Rs. 75 Lakh</b> from Catering business in any of the last 03 (Three) completed financial years out of the last 05 (Five) Financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22 &amp; 2022-23, involving production and sale/service of food and beverage items.</p> <p>i. Certificate of Audited Average Annual turnover i.e. Form-5 duly certified by the chartered accountant on the letterhead of Chartered Accountant having valid UDIN No. is to be submitted. The year wise Audited turnover mentioned in Form-5 should be reflected in the downloaded UDIN certificate from ICAI website.</p> <p>ii. Audited Balance Sheet and Profit &amp; Loss account statement duly Audited by the chartered accountant for <b>last Five (05) Financial Years</b> i.e. 2018-19,</p>	<p>Bidders are required to submit <b>FORM-5</b> of Section-IV issued by Statutory auditor/Chartered Accountant, clearly specifying the turnover of the Bidder. <b><u>The FORM-5 must bear UDIN.</u></b></p> <p><b><u>Bidders may please note that Turnover for each of all the financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22 &amp; 2022-23 as mentioned in FORM 5 should be reflected in UDIN certificate downloaded from ICAI website.</u></b></p>

SN	Basic Requirement	Specific Requirements	Documents Required
		2019-20, 2020-21, 2021-22 & 2022-23.	
3	Similar Work Experience	The Bidder should have experience in operation & management of “Similar works” which may be owned business/awarded contracts/franchisee operation/ partnership business/Management on lease of running Or completed in managing/operations of <b>atleast 01 (One) operational catering outlet</b> viz. Restaurant, Refreshment Room, Jan Ahaar, Canteen etc. wherein production of meals in kitchens is being carried and sale/service of Food & Beverage is being undertaken as on the Bid Due Date in Railways Or outside Railways network.	Bidder shall enclose <b>FORM-6</b> of Section-IV clearly specifying the details of similar works /business/ projects of the Bidder.  The bidder is required to submit copy of currently valid FSSAI license of the Operational unit issued in the name of the bidder.
4	Blacklisting	The Bidder should not have been debarred/ black-listed by IRCTC or Railways or Ministry of Railways/other CPSUs/Govt. Deptt. for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on the date of submission of the Bid	Undertaking by the authorized signatory as per the format given at FORM 4 of APPENDIX 1 of the Tender document

## 1.12 Award of Contract

### 1.12.1 Award Criteria

Post the evaluation process, IRCTC will award the Contract (by issuance of Letter of Award) to the Successful Bidder.

### 1.12.2 Letter of Award (LOA)

- i. 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 (as mentioned in Information Sheet of NIT).
- ii. In case the Successful Bidder withdraws the offer before issue of LOA, the EMD submitted by the bidder shall be forfeited along with the debarment for participating in any future projects of Authority for a period up to 1 year.
- iii. In case the Successful Bidder does not accept the LOA as per the schedule advised by IRCTC, the award offer may be withdrawn and EMD shall be forfeited along with the debarment for participating in any future projects of Authority for a period up to 1 years.
- iv. In case the Successful Bidder does not deposit the Security Deposit as per the schedule advised by IRCTC, the award offer may be withdrawn and EMD shall be forfeited along with the debarment for participating in any future projects of Authority for a period up to 1 years. 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.

### **1.12.3 Signing of Contract Agreement**

IRCTC shall notify the successful Bidder that its bid has been accepted. The successful Bidder shall enter into the Contract agreement with Zonal office of IRCTC as per the advised schedule. The cost of stamp duty for the execution of the Contract agreement shall be borne by the Licensee. The format of the Contract Agreement is attached at **Annexure I**.

### **1.12.4 Failure to comply with the Terms & Conditions of the Tender/Contract**

The failure of the Successful Bidder to comply with the Terms & Conditions of the Tender including the terms & conditions for acceptance of the LOA and submission of security deposit as per the schedule shall constitute sufficient grounds for annulment of award and in such an event, IRCTC reserves the right to invite limited financial bids from the technically qualified bidders other than bidder whose award has been annulled or IRCTC may call for fresh Tender. On annulment of the award, the EMD submitted by the Bidder, as per terms & conditions of the tender, shall be forfeited and the bidder shall be debarred from future IRCTC projects for a period of 1 year. 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.

### **1.12.5 Authority's Right to accept any Bid and to reject any or all Bids**

IRCTC reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for IRCTC's action.

### **1.12.6 Security Deposit**

- (a) Within Seven (07) days from the date of issuance of LOA, the Successful Bidder shall at its expense submit Security Deposit in the form RTGS/NEFT or Bank Guarantee (BG) OR Fixed Deposit (FD) (As per details mentioned in LOA) for an amount of 10% of Contract Value i.e. 10% of the total value arrived at by adding total license fee & applicable GST for all years of the tenure of the contract. No interest shall be payable on the security deposit.
- (b) The Security Deposit will be refunded without interest by IRCTC at the time of peaceful vacation of the premises by the Licensee / as per exit clause mentioned in clause 3 of General Contract Conditions, Section 3 after providing for settlement of all dues or arrears arising out of the use of premises by the Licensee. SD will be forfeited if licensee exits the business before commissioning along with debarment for a period of 01 year.

### **1.12.7 Fraud and Corrupt Practices**

- (a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained in this Tender, Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Bidding Process. In such an event, Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Security Deposit, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority, in regard to the Tender, including consideration and evaluation of such Bidder’s Bid.
- (b) Without prejudice to the rights of Authority under Clause 1.12.7 (a) hereinabove and the rights and remedies which Authority may have under the LOA or the Contract, if a Bidder, as the case may be, is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or Tender issued by Authority during a period of 2 (two) years from the date such Bidder, as the case may be, is found by Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- (c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise



ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of person connected with the Bidding Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of relating to the Assignment or the LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of Authority in relation to any matter concerning the Assignment;

- “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Bidding Process;
- “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

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**SECTION- 2****1.0 Scope of work for Provision of Catering Services in Jan Aahaar:**

The scope of work of the licensee for the contract period is mentioned in this section. The bid document is for **PROVISION OF CATERING SERVICES IN JAN AAHAAR FOR A PERIOD OF 5 YEARS**. The indicative sketch plan/ site plan of the JAN AAHAAR of the railway stations are attached at **Annexure ail**

The Licensee will have to undertake the operation of the JAN AAHAAR in consonance with the existing building by laws of the State/Railways.

The Licensee shall have to undertake operation of Jan Aahaar within 30 days from the date of Handing over site by IRCTC Zones. Further, licensee can seek permission for extension period for operation of JAN AAHAAR upto 30 days however, decision of IRCTC will be final.

The Licensee will not be permitted to undertake any structural changes, unless specifically permitted by Railways/IRCTC. The Licensee will vacate the premises on premature termination or completion of tenure, and handover peaceful possession of the premises on “as is where basis” with fixtures, in properly maintained state. The covering area will not exceed specified limits. The Jan Aahaar will have the following features, characteristics and the scope of works under the contract:

<b>2.1: Provision of Catering Services in JAN AAHAAR</b>		
2.1.1	Provision of catering services in the Jan Aahaar	The Licensee shall be responsible for providing catering services by production and sale / service of Janta Khana, Standard Meals, A la Carte food items ( <i>within the price range of Rs 5/- Rs 50/-</i> ) as per the Menu and tariff advised by Railways/ IRCTC. Computer Billing and accounting system should be set up by the licensee at his own cost. Sale of Janta khana and Standard Meals as per the Menu and tariff advised by Railway / IRCTC is mandatory. The existing Menu of Janta Khana and Standard Meals is at <b>Annexure A</b> , The existing approved list of A la Carte items ( <i>within the price range of Rs 5/- Rs 50/-</i> ) is also at <b>Annexure A</b> .
2.1.2	Sale of items through take away counter/counters	The Jan Aahaar may or may not have the provision of take away counters. Based on the availability of space Take away counters within the space earmarked for Jan Aahaar, may be permitted by Railway/IRCTC. The packaging shall meet all prescribed requirements of PLM (Packaging, Labeling & Marking) viz., MRP, Date & time of packing, Name of the licensee, FSSAI no and any additional information as per statutory guidelines issued by FSSAI & Govt. of India from time to time.
2.1.3	Prominent Display of Menu, Tariff, Licensee details, and other mandatory slogans.	Menu & tariff shall be displayed prominently and the Menu board shall indicate the details of licensee and contact nos for complaints and feedback. The following cautions shall be



		<p>displayed in bold near all the sales / service points.</p> <p><b>“No Tips Please”, “No Bill, Food is for Free” &amp; “Please pay as per Tariff”.</b></p>
2.1.4	Other facilities in Jan Aahaar	<p>The Jan Aahaar shall be air conditioned as far as possible and should have standing and seating arrangements. There shall be suitable seating arrangement for Divyang passengers. Services shall be provided in the pattern of take away and / or self service food outlets. Modular counters should be constructed. Free of cost RO (Reverse Osmosis) drinking water should be made available in Jan Aahaar.</p> <p>Further, the unit should be easily accessible by Divyang passengers by providing separate Ramp/Pathway for wheelchairs. The unit should also display the following message i.e., “ This unit is facilitated under “Accessible India Campaign” (Sugamya Bharat Abhiyan)</p>
2.1.5	Sale of items through platform vending.	<p>The Platform Vending Permission may be permitted by Zonal Railway in terms of CC 52/2018 &amp; revisions in the instructions thereof. However, the maximum permissible no. of vendors station category wise is as below:</p> <ul style="list-style-type: none"> <li>• For JAs at A1 Category stations: 8 vendors per shift</li> <li>• For JAs at A Category stations: 6 Vendors per shift</li> <li>• For JAs at B &amp; Below Category: 3 vendors per shift</li> </ul> <p>Once the permission is granted by Zonal Railways separate License fees shall be charged for such Platform vending. Accordingly, Bidders are advised not to factor the additional license fee attributable to platform vending while quoting their bids.</p> <p>ID cards for platform vending shall be issued by Railways. The items to be sold through platform vending shall be pre packed with prescribed requirements of PLM (Packing, Labeling &amp; Marking)viz., MRP, Date &amp; time of packing, Name of the licensee, FSSAI no and any additional information as per instructions of IRCTC from time to time.</p>
2.1.6	Sale of Proprietary items of approved brands.	<p>The licensee shall be allowed to sell approved brands of proprietary items viz., soft drinks, biscuits, Chips, Namkeens, chocolates etc.,. The sale of all such PAD items shall be strictly as per MRP in Jan Aahaar, through take away counters and platform vending. The list of approved brands to be sold is updated in IRCTC’s website <a href="http://www.irctc.com">www.irctc.com</a> and the licensees shall strictly follow the updated list. Sale of banned &amp; delisted items is strictly prohibited.</p>

2.1.7	Sale of packaged drinking water ('Rail Neer')	It is mandatory for the licensee to sell Rail Neer (Packaged Drinking Water – 1000 ml) chilled @ rates prescribed by IRCTC from time to time. The licensee will be responsible for storing, cooling, and sale / service of 'Rail Neer' to the passengers. Present approved MRP of 'Rail Neer' (1000 ml) is Rs.15/- per bottle.
2.1.7a	Supply of Rail Neer	In case of non availability/ inadequate supply of Rail Neer by IRCTC: - Licensee may be permitted by Zonal Railways/IRCTC to sell packaged drinking water of other approved brands from time to time. In such a case of selling of PDW of any other brand other than Railneer, the licensee should inform IRCTC Central Control or Zonal Control offices, as the case may be, before commencing the sale of other brands. In case, it is found that PDW of unapproved brands are being sold by the licensee without due intimation and approval suitable penalty shall be imposed by Railway /IRCTC
2.1.8	E-catering services in trains	IRCTC appoints reputed brands / vendors in various stations for provision of food through e-catering; Train Passengers have the option to book their food through e-catering to supply pre-ordered meals in the trains. The JAN AAHAAR also may be permitted for e-catering services for online booking by travelling passengers and delivery of food / meals as per the existing Menu, Tariff and packaging conditions. The delivery in trains shall be for pre booked orders through online only.
2.1.9	Changes in Menu, Tariff:	<p>The existing / applicable menu and tariff for Jan Aahaar is enclosed as <b>Annexures A</b>. Railway/IRCTC reserves the right to modify/alter the catering tariff and menu and such changes in catering charges and menu shall be informed to the Licensee. In such cases, the license fee will be revised on pro-rata basis from the date of such revision of catering tariff/menu by IRCTC with due intimation to the licensee.</p> <p><b>If there is any increase/decrease in a-la-carte menu items in future, there shall be no change in license fees. The license fee shall be change when the tariff of standard items will be change.</b></p> <p>In the event of change in the menu &amp; tariff thereof, the licensee shall maintain the same quality and hygiene standards or supply and service of food/ meals to passenger as it were prior to such change.</p>
2.1.10	Provision of adequate equipment and man power	<p>The Licensee shall further be responsible to make adequate arrangements in terms of all equipments and manpower, at its own cost, as per policy directives.</p> <p>The gadgets and equipments provided in the Jan Aahaar</p>

		including the kitchen equipment should be conforming to the latest state of art technology. The Jan Aahaar will have to be ISO 22000 certified within 12-18 months from the date of commissioning.
2.1.11	Ensuring availability of Affordable food to passengers.	The Licensee should ensure that adequate quantities of Janta Khana and other affordable items are available for sale in the Jan Aahaar.
2.1.12	Use of potable water for preparations	Only Potable water shall be used for preparations in the Jan Aahaar. Use of overhead tank water for cooking purpose is strictly prohibited.
2.1.13	Implementation of Soft ware for operations and financial management	During the tenure of license IRCTC may develop soft ware for operations, supervision, payments etc., and it is mandatory for the licensee to adopt the system. Any implementation cost if any will be borne by licensee at their end.
2.1.14	Installation of CCTV cameras in the kitchen for centralized monitoring	Sufficient number of CCTV cameras as advised by IRCTC shall be installed by the licensee and connected to IRCTC's dash board for centralized monitoring.
2.1.15	Supply of meals to Election specials and other special trains	The licensee may be required to supply meals to the Election special trains and any other special trains at the Menu and tariff applicable from time to time as advised by IRCTC.
2.1.16	Services in exigencies.	The RR will supply meals in the same terms and conditions in case of late running /diversion of trains / accidents etc., on short notice by IRCTC/Railway. This shall be done on payment basis.
2.1.17	Supply of Cooked food to other catering units and stalls in the station.	The mini base kitchen may supply cooked food to other catering units in the stations on mutually agreed terms and conditions with the prior approval of IRCTC.
2.2	<b>Up-Gradation of Services</b>	
2.2.1	Staff Uniform	The licensee shall provide distinctive uniform comprising of trouser, Shirt, Cap, Shoes, white hand gloves and aprons to the service staff. For winter in northern region suitable pullover/coat is to be provided. The colour of shirt, trouser, apron, pullover/ coat shall be as per the specifications placed at <b>Annexure C</b> . Service staff must serve in full uniform from the date of commencement of services. Each service staff must have Name plate, No tips badge. QR based ID card must always be available with the staff during duty.
2.2.2	Packaging conditions	IRCTC reserves the right to prescribe packaging material/conditions from time to time. IRCTC logo should be prominently displayed.
2.2.3	No use of plastic material	Licensee shall not use plastic material. Eco-friendly/bio-degradable packaging material should be used for supply of food items. Instead of plastic good quality paper glass should be used for serving tea/coffee, mineral water etc.
2.2.4	Use of Bio-degradable packaging	Licensee shall introduce compartmentalized bio-degradable trays in place of Aluminum Casseroles within 30 days of issue of such instructions by IRCTC.

2.2.5	Point of Sale (PoS) Hand held device for Billing	Adequate numbers of PoS machines shall be made available in the Jan Aahaar for generation of e-bills and receipt of payment for each sale. Licensee must have the provision to accept digital payments through debit/credit cards. In addition to PoS machines with QR code for digital payment through BHIM or any other payment app. The Computerized billing system/POS shall be installed by the licensee at his own cost and it may be linked to IRCTC system as & when advised.
2.2.6	Use of Green and Red coloured service trays and packing material for veg and n-veg service.	Green & Red colored service trays and packing material shall be used for sale / service of Veg. and Non-Veg. items respectively. Similarly, Green and Red coloured containers shall be used for carrying for sale or storing of Veg. and Non-Veg. food packets respectively.
2.2.7	Passenger Complaints	In cases of established passenger complaints, the penalty shall be imposed as per schedule at <b>Annexure D</b>
2.2.8	Allocation of production and sitting area	To meet the requirement of supply of meals for onboard services and other exigencies, unit should be equipped and prepared. IRCTC reserves the right to alter the present setup by reducing the sitting area and increasing the kitchen area (production, packaging etc.) according to meal load and viability of unit. GGMs of the concerned Zone shall decide the proportion of production and sitting area
3	<b>Sale / Display of Menu and Approved items</b>	
3.1	Display of menu and tariff, etc.	The Licensee shall prominently exhibit menu, tariff and list of food items and ensure that printed menu cards shall always be available with service staff as well as plat form vendors and presented to the passengers on demand. In the tariff board the menu and tariff of all items permitted for sale by Railway / IRCTC shall invariably be mentioned along with the name and contact phone numbers of the Licensee. Proper e-bill with details of tariff, tax breakup shall be ensured. The contact phone numbers viz., IRCTC toll free No 1800111139 Mobile for SMS complaints 9971111139 and e-mail id feedback@irctc.com shall be displayed prominently on the menu board and Menu card clearly indicating to the passengers to convey their suggestions/complaints on catering services by voice calls/SMS.
3.2	Ban on sale of prohibited/banned items	The Licensee shall not sell/distribute tobacco products, wine, beer or any other alcoholic drink or any other item prohibited by law. Further, the Licensee shall not use beef/pork in any form in any food items.
4	<b>Compliance of FSSAI Act and other statutory laws</b>	
4.1	FSSAI	The Licensee shall be responsible for compliance of applicable laws such as 'Food Safety and Standards Act, 2006 or any other amendments thereto.

4.2	Tax laws	The Licensee shall be responsible for compliance of applicable laws such as GST, any other applicable taxes laws as prescribed by Govt.
4.3	Labour laws	<p>The Licensee shall comply with the provisions of all labour legislations' including, but not confined to the requirements of:</p> <ul style="list-style-type: none"> <li>a) Employees' Compensation Act</li> <li>b) Shops &amp; Establishment Act</li> <li>c) PF &amp; ESI Acts</li> <li>d) Child Labour (Prohibition and Regulation) Act, 1986.</li> <li>e) Contract Labour(R&amp;A) Act, 1971</li> <li>f) Minimum Wages Act, 1948.</li> </ul> <p>Licensee has to upload details of LOA, engaged workmen, wages payment details, PF &amp; ESI details on monthly basis at <a href="http://www.shramikkalyan.indianrailways.gov.in">www.shramikkalyan.indianrailways.gov.in</a></p> <p>The Railway /IRCTC will not accept any responsibility for the loss/damage/injury(including death) caused to the Licensee or to the personnel engaged by him in the process of rendering services under this License and no claim/compensation will be entertained in this regard.</p>
4.4	No unlawful/illegal activity	The Licensee and/or its staff shall not carry on any unlawful, immoral or illegal activity in the station or Railway premises. It is clarified that if the Licensee suffers any loss or damage on account of the Licensee being restrained by the Railway/IRCTC or any other competent authority for indulging in such illegal activities or any contravention of any law, the Licensee shall not be entitled to any compensation whatsoever.
4.5	Right of User only	The Licensee will only provide the catering services in / through Jan Aahaar and will have the right of user only on license basis. The staff/vendors engaged by the Licensee in discharge of the obligations under this License are not entitled for any employment by or within IRCTC. Photo identity cards to the staff/vendors should be issued by licensee as per the procedure in vogue in concerned zonal Railways.
5	<b>Utensils / Service ware and washing</b>	
5.1	Use of good quality Containers, Thermal urns etc., and other service ware	<ul style="list-style-type: none"> <li>(a) The Licensee shall ensure that Service ware, Containers in which food and PAD items are carried and sold, Tea / Coffee urns to be used will be of good quality.</li> <li>(b) The Licensee shall ensure that the containers, thermal urns etc., are washed and cleaned with clean water and standard quality detergent soaps.</li> </ul>



5.2	Prohibition of washing of Containers near water taps or any other facility meant for public use	Washing of containers and urns near water taps in the station or in any other facility meant for passenger use is strictly prohibited. Any incident of such activity shall be treated as breach of tender conditions and would attract penalty including termination of contract.
6	<b>Garbage Disposal</b>	
6.1	Provision of Garbage bins near service area, take away counter etc.,	Licensee shall be responsible for availability/provision of adequate number of garbage bins along with bio-degradable bags at appropriate places. Dustbins to be provided in pairs for waste segregation through separate Dry & Wet bins as per the Policy directions issued by Railway/Govt. in the matter issued from time to time.  These should be cleaned outside the production area. Licensee shall avoid use of metallic dustbins, which become rusted over a period of time.
6.2	Disposal of Garbage	Licensee shall be responsible for disposing the garbage suitably at the designated location outside the station/maintenance area. All garbage bins must be labeled, cleaned and sanitized regularly.
7	<b>Record keeping, Information sharing and Compliance of Instructions</b>	
7.1	Maintenance of proper records	The Licensee shall maintain proper and full records viz., accounts, vouchers, bills, tax, etc. pertaining to provision of catering services in the Jan Aahaar and make it available for inspection by the Railway/IRCTC to ascertain the Gross Sales Turnover.
7.2	Attendance Register	The Licensee shall maintain the attendance register of all the staff. The attendance register shall clearly mention the designation of the staff like manager, waiter, vendors etc.,
7.3	Compliance of Instructions	The Licensee shall comply with any other instructions issued by the Railway/IRCTC from time to time as may be necessary to ensure better services
7.4	Sharing of information with IRCTC	The Licensee shall furnish all information, record, etc. within fifteen (15) days as may be required by the IRCTC from time to time, failing which the IRCTC reserves the right to impose suitable penalties on the Licensee including termination of the Agreement.
8	<b>Monitoring &amp; Inspections by IRCTC/Railway Officers &amp; Inspectors</b>	
8.1	Monitoring of services by Railway/IRCTC Officials	The catering services in Jan Aahaar, mini base kitchen, stores including the quality of food sold through platform vending and food supplied to trains shall be subject to monitoring by IRCTC official
8.2	Test/Inspection of food samples, etc. by IRCTC	The Railway/IRCTC reserves the right to get the food samples/raw materials collected and tested at approved laboratories at the cost of the Licensee.  ..



8.3	Penalty for deficiencies noticed in Inspections	For deficiency in performance noticed during inspections by Railway / IRCTC officers IRCTC at their sole discretion shall impose suitable penalty as per Annexure-D
8.4	Provision of suggestion/complaint book	The Licensee shall display suggestion/complaint book in conspicuous place for passengers to register their suggestions/complaints without any difficulty. This suggestion book shall be serially numbered and pre-authenticated by IRCTC.
9	<b>Licensee's Staff</b>	
9.1	Personal Hygiene	The Licensee shall ensure that the staff deputed on the unit should maintain good, personal hygiene, courteous behavior. Further, the Licensee shall ensure that the catering staff should be well groomed, wear proper uniforms, badges displaying their names, carry photo identity cards, display at all times.
9.2	Presence of Licensee/authorized Manager.	The Licensee or a duly authorized and competent Manager appointed and paid by the Licensee shall remain available at The Jan Aahaar. The name(s) and contact details of the Manager will be advised by the Licensee along with letter of acceptance and any changes shall be intimated and updated to IRCTC as & when it takes place
9.3	Qualifications of Licensee's staff	<p>All Catering staff engaged by the Licensee may gradually be qualified /certified to meet the following requirement.</p> <p><b>In-charge:</b> Shall be minimum 12<sup>th</sup> Pass with Diploma in Hotel Management or Diploma in F&amp;B Services from a Govt. recognized Catering Institute or should be certified in National Skill Qualification Framework (NSQF) Level 6 aligned Job role mandated by Ministry of Skill development and Entrepreneurship Govt of India: Qualification Pack- Asstt. Catering Manager (THC/ Q5901). Should have minimum 02 years of work Experience in supervisory capacity in Catering Operations.</p> <p><b>Cooks(For licensee's kitchens):</b> Shall be minimum 8<sup>th</sup> Pass with diploma/craft course in Food production from Govt. recognized Catering Institute or should be certified in National Skill Qualification Framework (NSQF) level 4 aligned job role as mandated by Ministry of Skill development &amp; Entrepreneurship Govt. of India Qualification Pack- Multi Cuisine Cook (THC/Q3006) or should have certification in Food Production (kitchen) under various Govt. scheme such as Capacity Building programmes, HSRT programme, PMKVY scheme etc. Should have minimum 12 months experience in kitchen operations</p> <p><b>F&amp;B Service staff:</b> shall be minimum 8<sup>th</sup> Pass with diploma/craft course in F&amp;B Service or should be certified in National Skill Qualification Framework (NSQF) mandated by Ministry</p>

		of Skill development and Entrepreneurship level 4 aligned job role: Qualification Pack- Food & Beverage Services-Steward (THC/Q0301) or should have certification in F&B Service under various Govt. scheme such as Capacity Building programmes, HSRT, PMKVY scheme etc. Should have minimum 12 months experience in Food & Beverages Service operations.
9.4	RPL (Recognition of Prior Learning) training by IRCTC	IRCTC conducts training in association with Ministry of Skill development under PMKVY for training the licensee staff to acquire NSQF certificate. As per the advice of IRCTC the licensee shall depute the staff for the training
9.5	Conduct / character certificate	The licensee shall employ only persons with valid conduct/character certificate certified by the Police Authorities/MP/MLA/MLC/ Councilor/ Gram Panchayat/ Sarpanch/1 <sup>st</sup> Class Magistrate / Gazetted Officer. The certificate should not be more than six months old
9.6	Antecedent verification of licensee staff	Antecedents of all the staff to be employed by the licensee need to be verified by police before employment and related document need to be carried in the kitchen unit for presenting to any inspecting official. In case of non availability of PVC at the time of commencement temporary permission may be granted subject to submission of <ul style="list-style-type: none"> <li>a) Application receipt for PVC</li> <li>b) Adhaar Card of the staff</li> <li>c) Undertaking by the licensee.</li> </ul>
9.7	QR code based Identity Card for all staff	The staff to be deployed at the locations must be well groomed and wear neat and clean uniforms with name badges. 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 hospitality services and the service should be of a high order. Number of staff permitted in each outlet will be in proportion to the activity of each sub-unit. QR code based identity card will be issued by service provider to its staff.  An adequate area should be earmarked for staff changing and dining facilities.
9.8	Private Cash Declaration	Static Unit Managers, contractual staff, Platform vendors licensee should declare private cash before taking up duty. Separate private cash declaration register is to be maintained on daily basis which is to be certified by unit in-charge.

10	<b>Audit Rights</b>	
10.1	3 <sup>rd</sup> Party audit by Railway/IRCTC	a) Railway /IRCTC being the service beneficiary under the Agreement shall have audit and inspection rights on the License during the entire Term of this Agreement. b) IRCTC shall have the right to audit particular performance records of the Licensee including payment records, etc.
10.2	Food audit by Licensee	Notwithstanding anything contained in 14.1 & 14.2, it is mandatory for the licensee to get food samples tested in any of NABL accredited labs once in a month, record the findings and take corrective action.
11	Indemnity by contractors	The licensee shall at all times indemnify and save harmless the IRCTC from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the IRCTC by reason of any act or omission of the licensee, his agents or employees, in rendering services under the license or in his guarding of the same.
12	Jurisdiction of courts	The agreement shall be subject to the exclusive jurisdiction of the courts at ..... (Zonal Office of IRCTC) Only.
13	<b>INFRASTRUCTURE FOR PRODUCTION AND DISTRIBUTION</b>	
13.1	Adequate infrastructure	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. Any civil / electrical works required to done for operation of the unit to be done at the licensee's cost as per the schedule to be advised by IRCTC. The arrangements for providing Genset /pump etc. should preferably be made within the allotted area. No additional space will be provided.  <i>Maximum of 30 days time shall be given from the date of handing over of site for undertaking any up gradation / renovation / modernization. However, licensee can seek permission for further 30 days for <b>undertaking any up gradation / renovation / modernization however, decision of IRCTC will be final in this case.</b></i>
13.2	IRCTC logo/brand name	The IRCTC logo/brand name shall be included in the signage plan for prominent display IRCTC duly abiding by the directives regarding space distribution envisaged in <b>Annexure- K</b> or as amended by IRCTC.

## 2.0 OBLIGATIONS AND RIGHTS OF THE LICENSEE

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

2.9	Inspection by Food/Health Inspectors	Licensee will also be obligated to get his premises inspected by Food/Health inspectors at regular intervals in addition to having a food License from concerned state authorities. Licensee will make available the premises for the inspection by the IRCTC or any person so authorized by the IRCTC at any time.
2.10	Compliance of FSSA, 2006	Licensee shall be responsible for the compliance of the provisions of Food Safety and Standard Act-2006 or any other amendments thereto.
2.11	Compliance of statutory law	Licensee shall be solely responsible for compliance with applicable laws such as GST, Provident Fund Law, Labour Law or any other law of the land and registration/approval from statutory authority, if required.
2.12	Use of FSSAI products only	All food ingredients being used for preparation/service to the passengers shall bear FSSAI license number, as defined in the FSSAI act. IRCTC may define the brand/source of food ingredients and IRCTC instructions shall be binding.
2.13	Reg. provision of gas burners/cylinders etc.	The gas burners/cooking ranges should be ISI approved and covered by a suitable maintenance contract by the Licensee. The safe working of equipment and adherence to the regulations should be certified by an authorized/oil agencies approved by IRCTC
2.14	Provision and Use of LPG/PNG – Safety instructions	The gas burners/cooking ranges should be ISI approved and covered by a suitable maintenance contract by the Licensee. The safe working of equipment and adherence to the regulations should be certified by an authorized oil agencies
2.15	Fire Extinguishers	The licensee shall ensure availability of hand held fire extinguishers with the staff having knowledge of operation of the equipment.
2.16	Fire-fighting training	All Jan Aahaar staff must be trained in firefighting and a competency certificate issued by the fire fighting agencies should be available in the Jan Aahaar.
2.17	Provision of first aid box	The Licensee shall provide and maintain First Aid box for rendering first aid to the catering staff in the Unit and shall provide training to the concerned catering supervisory staff from the medical authorities. The Licensee shall ensure that requisite certificates in this regard should be available with the Jan Aahaar Manager.
2.18	Damage to structure and Railway premises	The Licensee shall be responsible for all damages caused to the said Jan Aahaar (Property) and the equipment provided therein.

2.19	Licensee to provide other services	The Licensee shall undertake to render any other services during emergencies or VIP movements, functions as may be required of him by the IRCTC on mutually acceptable terms.
2.20	Handing over of JAN AAHAAR	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 Jan Aahaar and Railway premises together with all their belongings and effects and shall deliver vacant possession of the to the IRCTC/railways with the IRCTC/Railways' fixtures and effects therein in good condition.
2.21	No unlawful/ illegal activity	The Licensee and its staff shall refrain from engaging in any activities that are unlawful, immoral, or illegal while operating within the station premises. It is explicitly stated that should the Licensee or its staff face restraint, detainment, or legal action by the Railway/IRCTC or any competent authority due to their involvement in unlawful activities or violations of any laws, the Licensee expressly renounces any entitlement to seek compensation or claim damages for resultant losses or liabilities. The Licensee explicitly acknowledges and agrees that any repercussions stemming from such prohibited activities shall be solely borne by the Licensee, thus absolving the Railway/IRCTC from any liability or obligation to provide compensation..
2.22	No use of plastic material	Licensee shall not use plastic material. Eco-friendly/bio-degradable packaging material should be used for supply of food items. Good quality paper glasses should be used for serving tea/coffee, mineral water etc. Garbage collection and its disposal after each service will be done by the licensee in a satisfactory manner.

### 3.0 OBLIGATION AND RIGHTS OF THE IRCTC

3.1	Liaison with zonal railways	IRCTC may assist the licensee for all purposes regarding maintenance of the Jan Aahaar.
3.2	Provision of equipments & its maintenance	Licensee will ensure day-to-day maintenance, upkeep and cleanliness of the equipment and premises.
3.3	Periodical medical examination of staff	IRCTC will advise Railway administration for periodical medical examination of the staff and issue of certificate to the licensee's staff. However, it will be the responsibility of the licensee to approach and coordinate with the concerned authority for completing the required formalities and procedures and payment of prescribed dues.
3.4	No guarantee of minimum assured business	The Railway administration or IRCTC do not guarantee any minimum assured business The business is subject to fluctuation based on the increase / decrease in the frequency of the trains and change of time table / schedules of the trains. The Licensee shall not be entitled for any compensation for reduction of business due to such reasons.
3.5	Customers' feed	IRCTC may take independent users' feed back to know the level of

	back	passenger satisfaction.
3.6	Right to resume the possession	<p>The IRCTC/railway administration reserves the right to resume possession of the Jan Aahaar, if required for the purpose of working of the Railway. The contract in such condition shall be short closed in terms of Clause No. 3 of '<b>Tenure of License</b>'.</p> <p>The site shall be as per the site plan attached in the Tender Document. The site handed over to licensee shall not be changed in normal circumstances.</p> <p>In exceptional circumstances of construction in station building due to redevelopment activity or shifting of the station building or takeover of site by Railway for working of Railway or any other similar reason etc. when the site is required to be vacated, Licensee shall have to vacate the site. In such case, if alternate site is available, licensee shall be offered alternate site for the balance period of the license. Licensee shall have to accept/reject the offer of alternate site by IRCTC within 15 days from the issuance of the letter of offer. If licensee accepts the offer of alternate site, the alternate site shall be handed over for setting up, operation and management of (JAN AAHAAR) as per the Terms and 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 &amp; 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 &amp; Pro- rata available license fee.</p>
3.7	Menu cards	Printed menu cards bearing name of the IRCTC should be available with waiters and provided to the passengers on demand. Licensee shall seek the approval of menu cards before printing

**Annexure A****Standard Menu to be served / Sold in / through Jan Aahaar (Menu, Quantity and Rates for Standard Meals)****A. Tariff for Standard Meals, Breakfast, Tea/Coffee etc.**

S.No	Menu/Components with weight/quantity	Tariff in ₹ (Incl of GST)
<b>I</b>	<b>Standard Tea(150.ml)</b> in disposable cups of 170ml capacity	<b>5.00</b>
<b>II</b>	<b>Dip Tea(150.ml)(with tea bag)</b> in disposable cups of 170ml capacity	<b>10.00</b>
<b>III</b>	<b>Coffee(150.ml)</b> in disposable cups of 170ml capacity	<b>10.00</b>



<b>IV</b>	<b>Packaged Drinking Water 1000ml/500ml(1litre/0.5litre)</b>	<b>15.00/10.00</b>
<b>V</b>	<b>Proprietary Article(Packed) brands approved/Shortlisted by IRCTC</b>	<b>MRP</b>
<b>VI. Standard Meals:</b>		
<b>1</b>	<p><b>Breakfast(Veg)</b>  <b>a)Veg. Breakfast(Cutlet)</b>  2 nos Bread slice-50gm, 2 nos Veg cutlet-2nos, Butter in Blister pack (1nos) - 8gm, Tomato ketchup in sachets(1nos)-12gm,Napkin-1no,Disposable Spoon-1no,Casserole-1no.(or)  <b>b)Veg. Breakfast(Idli &amp;Vada)</b>  2 nos Idli -100gm, 2 nos Vada-60gm, Chutney in disposable up-50gm, Napkin-1no, Disposable Spoon-1no, Casserole-1no(or)  <b>c) Veg. Breakfast(Upma &amp;Vada)</b>  Upma-100gm,2nosVada-60gm,Chutney in disposable cup-50gm,Napkin-1no,Disposable Spoon-1no, Casserole-1no.(or)  <b>d) Veg. Breakfast(Pongal &amp;Vada)</b>  Pongal-100gm, 2nosVada-60gm,Chutney in disposable cup-50gm, Napkin-1no, Disposable Spoon-1no, Casserole-1no.</p>	<b>35.00</b>
<b>2</b>	<p><b>Breakfast(Non-Veg.)</b>  2nosBreadslice-50gm,2EggsOmelette/Boiledeggs-90gm,  <b>Butter Blister pack-8gm, Tomato ketchup in sachet-12gm, Salt sachet-1gm, Pepper sachet- 0.5gm, Napkin-1no, Disposable Spoon-1no, Casserole-1no</b></p>	<b>45.00</b>
<b>3</b>	<p><b>Veg. Meal (Standard Casserole)</b>  Plainrice-150gm, 2Paratha/4Chapati in wrappers-100gm, Dal/Sambar(Thick)-150gm,Mixveg (seasonal)-100gm, Branded packed Curd-80gm, Pickle in sachet-12gm, Napkin-1no, <b>Casserole- 3no</b>, Disposable Spoon-1no</p>	<b>70.00</b>
<b>4</b>	<p><b>Non-Veg. Meal Standard Casserole (Egg Curry with Rice)</b>  Plainrice-150gm,2Paratha/4Chapatiinwrappers-100gm,Dal/Sambar-(Thick)150gm,Two eggscurry-150gm, Branded packed Curd-80gm,Pickle in sachet -12gm,Napkin-1no, <b>Casserole- 3 no</b>, Disposable Spoon-1no</p>	<b>80.00</b>
<b>5</b>	<p><b>Non-Veg. Meal Standard Casserole (Chicken Curry with Rice)</b>  Plain rice-150gm, 2 Paratha/ 4 Chapati in wrappers -100gm, Dal/Sambar-(Thick) 150gm, <b>Chicken curry(60gm bone less chicken &amp;Gravy 90gm)</b>, Branded packed Curd-80gm, Picklein sachet -12gm, Napkin-1no, <b>Casserole-3 no</b>, Disposable Spoon-1no.</p>	<b>120.00</b>
<b>VII. Biryani as Standard Meal Variety:</b>		
<b>1</b>	<p><b>Veg.Biryani-350gms</b>  Biryani 350gms,including 70gms Vegetables packed in casserole +80 to100gms branded packed curd/100gms salan+10to15gms pickle+ tissue paper+ sanitizer(1ml)+ disposable <b>bio-degradable spoon</b></p>	<b>70.00</b>
<b>2</b>	<p><b>EggBiryani-350gms</b>  Biryani 350gms including 2 eggs packed in casserole + 80 to 100 gms branded packed curd/100gms salan+ 10 to 15 gms pickle + tissue paper + sanitizer(1ml) + disposable <b>bio- degradable spoon</b></p>	<b>80.00</b>



<b>3</b>	<b>ChickenBiryani-350gms</b> Biryani 350gms including 2 eggs packed in casserole + 80 to 100 gms branded packed curd/100gms salan+ 10 to 15 gms pickle + tissue paper + sanitizer(1ml) + disposable <b>bio- degradable spoon</b>	<b>100.00</b>
<b>VIII. Janata Meal</b>		
<b>1</b>	<b>Janata Meal</b> 7Pooris/175gms, Dry Aloo curry/150gms with pickle	<b>15.00</b>

**B. Snacks Meals @ Rs. 50/-**

S.No	Item	Menu/Components with weight				Tariff in Rs (incl. of GST)
1	Assortment of South Indian Rice(s). Packed in casseroles.	1. Curd Rice 2. Sambar Rice 3. Lemon Rice 4. Pickle sachet/blister pack  Packed in Casserole, with Sanitizer (1ml sachet)	- 100gmsand -100gmsand - 150gmsand - 10-15 gms	Spoon, tissue paper,		50.00
2	Rajma/ Chole Chawal. Packed in casseroles.	1. Rice 2. Rajma/Chole 3. Pickle sachet/Blister pack  Packed in Casserole, with sanitizer (1ml sachet)	-200 gms and - 150gms and - 10-15 gms and	Spoon, tissue paper,		50.00
3	Khichdi/Pongal. Packed in casseroles.	1. Khichdi/Pongal 2. Chokha/Bhajee/Sambar 3.Pickle sachet/Blister pack  Packed in Casserole, with sanitizer (1ml sachet)	-300 gmsand -50 gms and - 10-15 gms	Spoon, tissue paper,		50.00
4	Kulcha/ BhaturoChole Packed in casseroles.	1. Kulcha-3/ Bhaturo-2 2. Chole 3. Pickle sachet/Blisterpack-10-15gms  Packed in Casserole, with Spoon, Tissue Paper, Sanitizer (1ml sachet)	-150 gms and -200 gms and			50.00
5	Pav Bhaji Packed in casseroles.	1. Pav-3 x50 gms 2. Bhaji 3. Butter (Blister/Chiplet) 4. Pickle  Packed in Casserole, Sanitizer(1mlsachet)	- 150gmsand - 200gmsand -8-10 gms and -10 -15 gms	with Spoon, Tissue Paper,		50.00



6	Masala Dosa Packed in casserole.	1. Masala Dosa 2. Sambar  Packed in Casserole, Sanitizer (1ml sachet)	with	- 200gmsand - 150 gms  Spoon, Tissue Paper,	50.00
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**ANNUAL PERFORMANCE ASSESMENT REPORT  
JAN AAHAAR  
ANNUAL PERFORMANCE ASSESMENT**

S. No	Parameter	Weightage	Ma rks	Marks Awarded
A	Compliance of Tender conditions	20		
	Based on DGM/JGM/AGM Report			
	a Adequate Facilities /Amenities		5	
	b Adequate no of staff		5	
	c Submission of Reports as per schedule		5	
	d Payment of License fee & other dues		5	
B	Day to Day Operations	10		
	Based on Station officer / Area officer's Report			
	a Cleanliness of Rooms/dorms and Maintenance		2	
	b General Hygiene (Personal, Equipment & Surroundings)		2	
	c Quality of Food and Amenities/facilities		2	
	d Responsiveness of Manager/Guest Relation Executive to Guests		2	
	e Skill sets / Behaviour of Staff		2	
C	Customer satisfaction survey	20		
	Based on report of external agency, Feedback collected and 139			
		>	81 %	20
	71	to	80 %	15
	61	to	70 %	10
	51	to	60 %	5
		<	50 %	0
D	3rd Party Audit	20		
	Based on the Report of External agency engaged by IRCTC			
		>	81 %	20
	71	to	80 %	15
	61	to	70 %	10
	51	to	60 %	5
		<	50 %	0
E	Inspection by IRCTC Officers (DGM & Above)	10		

	Based on the Consolidated Inspection Reports					
	a	Valid documents, Records, Billing				5
	b	Quality & Hygiene				5
F	Zonal GGMs Assessment				20	
	As per the Assessment of GGM based on the performance of license					
	a	Timely payment of License fee				10
	b	Reduction in no of complaints				5
	c	Responsiveness, compliance & Improvement				5
				Total	100	



**SPECIFICATIONS OF UNIFORM**

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

**ESTABLISHED COMPLAINTS AND PENALTIES TO BE IMPOSED**

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

<b>Level of Complaint</b>	<b>Type of Complaint</b>	<b>Fine/Penalty for first occurrence</b>
Level I	<ul style="list-style-type: none"> <li>• Sale / Service of Cold food</li> <li>• Undue delay in service of food</li> <li>• Poor presentation of food takeaway pkts/tray, leaking of casseroles etc.</li> <li>• Discourteous service.</li> </ul>	Rs 1000/-
Level II	<ul style="list-style-type: none"> <li>• Personal Hygiene of Waiter is bad such as torn and unwashed uniforms, untrimmed nails, non wearing of cap / apron/shoes/ name badge etc.</li> <li>• Unhygienic handling of food.</li> <li>• Non refund of change.</li> <li>• Forcing other item in lieu of change</li> </ul>	Rs 2,000/-
Level III	<ul style="list-style-type: none"> <li>• Non availability of Veg./ Non Veg. meal as per Standard menu.</li> <li>• Hair found in food</li> <li>• Less weight of food</li> <li>• Talking in harsh tone with Passenger.</li> </ul>	Rs 5,000/-
Level IV	<ul style="list-style-type: none"> <li>• Non availability of digital mode for payment by passenger.</li> <li>• Non issuance of bills/Invoice</li> <li>• Demanding of tips</li> <li>• Non availability of std Menu/ meal and forcing extra items</li> <li>• Foreign inert particles such as wood, metal, plastic etc found in food</li> <li>• Stale food served</li> </ul>	Rs 10,000/-
Level V	<ul style="list-style-type: none"> <li>• Sale of unapproved brand of PAD items &amp; PDW (Packaged Drinking Water).</li> <li>• Insect found in food such as flies / worms/ cockroaches/ ants etc</li> <li>• Use of Abusive language with the Passenger</li> <li>• Non issuance of Bill in spite of demand</li> <li>• Overcharging.</li> <li>• Complaints of sickness after consumption of food.</li> </ul>	Rs 20,000/- Second occurrence within 3 months Rs 50 000/-
Level VI	<ul style="list-style-type: none"> <li>• Man Handling the Passenger</li> <li>• Lizard, mouse etc found in food</li> <li>• Hospitalization of passengers attributable to food poisoning</li> </ul>	Minimum Rs 50,000/- Maximum Cancellation of License

Note:-

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



**Details of Jan Aahaar, Approx. Area and Minimum License Fee at Railway Stations**

<b>SN</b>	<b>Name of Station with Station Category</b>	<b>Location at Station</b>	<b>Area Approx. (sq. mtr)</b>	<b>Minimum Annual License Fee (MLF) (in INR) excluding GST</b>
<b>1</b>	<b>NDLS(A1 )</b>	<b>Near FOB(Middle)</b>	<b>153.29</b>	<b>Rs. 89,10,550/-</b>
<b>2</b>	<b>AI(A1)</b>	<b>Near WVM and Waiting Hall</b>	<b>118.32</b>	<b>Rs.15,45,144/-</b>

**Note:**

1. In case of deviation in Area at the time of physical handover of Jan Aahaar licensee will be required to takeover the unit in as and where basis. .
2. Description of location is only indicative. Bidders are advised to visit the Jan Aahaar at respective stations for first hand information.
3. The bidders are also advised to visit site / Location to understand Covenants of this bid.
4. The existing unit/site will be handed over to the successful bidders only on takeover of the possession of space from the existing contract/license if any. Units will be handed over after expiry of current contract or exit by licensee whichever is earlier. In such case, Acceptance shall be given by the bidder within 15 days from the date of issuance of LoA, however SD and advance LF shall be deposited 07 days prior to handing over of site i.e after expiry of existing contract.

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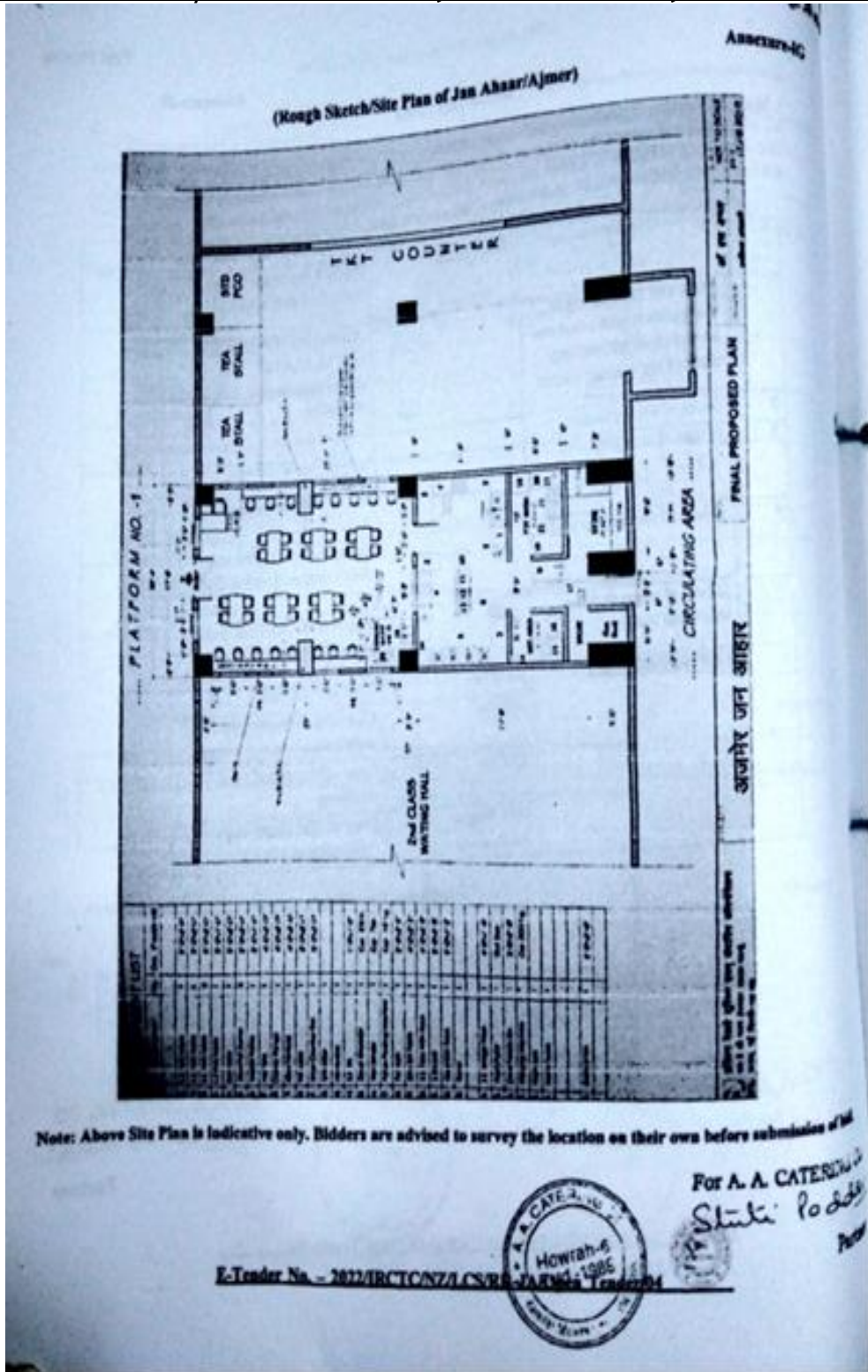




**INDICATIVE SITE PLAN/SKETCH PLAN OF JAN AAHAAR AT NDLS RAILWAY STATION**



**INDICATIVE SITE PLAN/SKETCH PLAN OF JAN AAHAAR AT AJMER RAILWAY STATION**



### **SECTION 3**

#### **General Information and General Contract Conditions and Annexure G, H & I**

##### **General Information**

##### **SUBJECT: OPEN E TENDER CUM E- AUCTION FOR PROVISION OF CATERING SERVICES IN JAN AAHAAR FOR A PERIOD OF 5 YEARS.**

1. The E-tender is not transferable.
2. The intending tenderers are advised to study the E-tender terms and conditions of this License and make themselves conversant with the contents as these terms and conditions 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).
4. **Bidder may note that while submitting the online bid in addition to the Section-I, II & III of the tender document, they are also required to submit the FORMS along with required documents as mentioned under Section- IV as below:**

- a) **Appendix-1 (Technical Bid) comprising FORM- 1 to FORM- 7 (duly filled) as mentioned in the Tender document along with Integrity Pact at Annexure G.**

**And**

- b) **Appendix-2 (Financial Bid) of the Tender document**

5. Menu & Tariff of JAN AAHAAR is enclosed as **Annexure-A**
6. Annual Assessment Performance Report is enclosed as **Annexure-B**
7. Specification of Uniform is enclosed as **Annexure – C**
8. Establishment of Complaints and Penalties to be imposed at **Annexure – D.**
9. Details of JAN AAHAAR as **Annexure – E.**
10. Sketch Plans of JAN AAHAAR is enclosed as **Annexure –F**
11. Integrity Pact, if applicable is enclosed at Annexure G
12. Agreement towards Waiver under Section 12(5) and Section 31-A (5) of Arbitration and Conciliation (Amendment) Act **Annexure-H**
13. Draft Contract Agreement to be executed between IRCTC and licensee is placed at **Annexure –I**
14. Format for Bank Guarantee towards submission of Security Deposit at Annexure J
15. **Indicative Signage format at Annexure K**



**General Contract Conditions****1.0 CONDITIONS GOVERNING THE PERFORMANCE OF THE CONTRACT**

1.1	Right of user's only	:	The Licensee will operate the JAN AAHAAR during the term of Contract 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.
1.2	Submission and approval of plans	:	The IRCTC logo/brand name shall be included in the signage plan for prominent display IRCTC duly abiding by the directives regarding space distribution envisaged in <b>Annexure- K</b> or as amended by IRCTC.  a. Giving possession of site shall be subject to payment of annual License Fee for the first year in advance and in case of existing licensee; this shall also be subject to clearance of outstanding and payable against IRCTC/Railways.
1.3	Alteration/renovation of the JAN AAHAAR	:	The Licensee will be allowed to carry out any alteration or renovation in the JAN AAHAAR. For all these actions the Licensee will have to take prior written approval of the IRCTC/Railways.
1.4	Free time for Commissioning	:	The licensee would be allowed 30 days to commission the JAN AAHAAR from the date of handover of site.  However, licensee can seek permission for further 30 days for undertaking any up gradation / renovation / modernization however, decision of IRCTC will be final in this case.
1.5	Failure to commission	:	In the event of failure to commission the JAN AAHAAR within the given time frame, the Licensee will have to provide a written explanation within a week to the IRCTC. In case IRCTC considers the explanation to be unsatisfactory, it reserves the right to annul the Contract and forfeits the security deposit. The decision of IRCTC's will be final and binding in this regard.
1.6	Failure to deposit License Fee	:	Licensee is required to deposit annual license fee as enumerated, failing which IRCTC may take necessary action to recover the dues including termination of license, penalty interest @ 12 % per annum for the number of days of default , etc as deemed fit by IRCTC.
1.7	Liability of IRCTC	:	The IRCTC will not be liable for any liability arising under the labour laws, taxes or any other law of the land, incurred by the Licensee.
1.8	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, the licensee shall not be entitled to any compensation whatsoever.

1.9	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.
1.10	Verbal or written arrangements other than the agreement	:	Except as here by otherwise provided any verbal or written arrangements abandoning varying or supplementing this agreement or any of the terms hereof shall be deemed conditional and shall not be binding on the IRCTC unless until the same is endorsed on the agreement or incorporated in a formal instrument and signed by the party(s).
1.11	Unsatisfactory services etc.	:	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 <b>as per Annexure- D</b> 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 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 Licensee shall be also be debarred from participating in the future projects of IRCTC for a period of one year.
1.12	a. Consequence to the death / severance of any partner/s (in case of partnership firm)  b. In the event of death of original licensee.	:	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 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  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.
1.13	Liability for provision of Consumer Protection Act.	:	The Licensee accepts liability, civil and criminal for compensation/damages in accordance with provision of Consumer Protection Act or any statutory modification of the Act or any other law for the time being in force for action occasioned by negligence, deficiency of service, imperfect or improper performance by the



			Licensee, his workmen, servants and agents. The Licensee shall indemnify the licensor and Railway administration from and against all payments made under the provision of the said Act or law including all costs, 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.
1.14	Notice to the Licensee	:	<p>Any notice in terms of this Contract 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>
1.15	Integrity Pact	:	Licensee will be required to execute “Integrity Pact”. The format of integrity pact is attached at <b>Annexure “G”</b>
	Change in Law	:	The Railway/IRCTC shall not be liable for any loss/damage/injury cause to the licensee or its personnel due to any change in law.

## 2.0 PERIOD OF LICENSE

2.1	Period of License & Agreement	:	<p>The tenure of this License shall be for a period of 5 (five) years from the date of commencement of operations.</p> <p>There will be no renewal after expiry of tenure of license.</p> <p>On award of license the successful bidder shall execute an agreement with IRCTC as per the terms and conditions of these bid documents. Till signing of the agreement between the licensee and the IRCTC, the Licensee agrees to abide by the terms and conditions of the bid document, Letter of Award and Letter of Acceptance which form part of the agreement.</p>
2.2	Commencement of the License	:	After selecting the successful Bidder, the IRCTC shall issue a Letter of Award (LOA) to the Selected Bidder. On receipt of the LOA, the successful bidder shall submit letter of acceptance in the prescribed format along with Security deposit within 15 days from the date of LoA.



		<p>RR operations shall commence within 30 days from the date of acceptance and payment of SD &amp; License fee for the first year. License fee shall be charged from the date of commencement of the unit.</p> <p>Failure of the successful Bidder to adhere to the timelines shall be considered as a breach of terms and conditions contained in this Bid Document and render him liable for termination of license, forfeiture of Earnest Money Deposit and debarment from participating in the future projects of IRCTC for a period of two (02) years.</p>
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**3.0 EXIT CLAUSE**

3.1	Exit from the license	:	<p>The lock in period shall be 02 years from the date of commencement of services.</p> <p>Licensee can terminate this license by giving 6 months notice in advance without assigning any reason. The 6 months notice period for exit under this clause can be served by the licensee anytime after completion of 1 year &amp; 06 months from the date of commencement of service.</p>
3.2	Payment to licensee on Exit	:	<p>If the licensee exits by giving six month notice, Security deposit along with available license fee for the unexpired period of license shall be refunded after adjusting outstanding, if any.</p>
3.3	Exit by IRCTC	:	<p>IRCTC may exit the contract anytime, due to administrative reasons or any reasons whatsoever, by giving 6 month notice. In such case, the Security Deposit and available license fee for the unexpired period will be refunded to the licensee after adjusting outstanding if any.</p>
3.4	Exit by IRCTC in the event of change in Govt. policy/directives	:	<p>In case of change in Govt. policy necessitating closure of the tendered unit, the RR may be short closed by giving three month’s notice. In such an event, the license fee will be charged on Pro-rata basis up to the date of closure and balance license fee along with Security Deposit after deduction of outstanding, if any, will be refunded to the licensee.</p> <p>The condition of lock in period will not apply in such event.</p>
3.5	Exit by licensee without notice	:	<p>Exit by licensee without notice shall be treated as breach of terms and conditions and License will be terminated with forfeiture of Security Deposit, License fee besides debarment for a period of three (03) years from all projects of IRCTC.</p>

**4.0 LICENSE FEE**



4.1	Payment of LF	:	The quoted License fee for the JAN AAHAAR awarded to the Licensee shall be payable within 15 days from the date of issuance of LoA. Thereafter, the License fee due shall be paid one month prior to the completion of the first year and likewise in subsequent years. In case of delayed payment of license fees, notice will be issued and an interest of 12% shall be charged upto the date of payment. Termination proceedings shall be initiated treating it as event of default, if the payment is not made within notice period.
4.2	Assessment of Sales turnover	:	IRCTC reserves the right to assess the sales turnover during the period of License. During such assessment, the License fee will be calculated @ 12% of the assessed sales turnover or the annual guaranteed License fee quoted by the successful bidder, whichever is higher.
4.3	Payment of other charges by the Licensee	:	Payment of water, electricity and other charges: Licensee would pay the charges for connection and utilization of electricity, water consumption, conservancy and other applicable municipal and other taxes, if applicable, as per the extant guidelines issued by Railways.
4.4	Payment of taxes, statutory dues, etc.	:	The Licensee is responsible for collection of tariff for the items sold to the passengers duly presenting Tax compliant invoices generated through PoS machines. The Licensee is fully responsible to pay all taxes, statutory dues to the competent authorities.
4.5	Recovery of outstanding dues	:	Notwithstanding anything contained in this bid document, IRCTC shall be at liberty to recover any payments /outstanding dues including penalties against the Licensee from the Security Deposit provided by the Licensee.
4.6	Refund of License Fee	:	In the event of permanent closure of the JAN AAHAAR due to administrative reasons by the Railway/IRCTC, the license shall be terminated without any notice or assigning any reasons. In such an event, refund of Security deposit , License Fee will be admissible in the following manner: i) Security deposit subject to clearance of all outstanding dues, if any. <b>ii) The proportionate License Fee for the balance period for which advance LF paid after adjustment of outstanding if any.</b> iii) No claim for any consequential loss of business/damages will be entertained by the IRCTC other than what is specially provided for in this para.

## 5.0 SECURITY DEPOSIT

5.1	Payment of Security Deposit	:	The Licensee shall furnish to IRCTC a Security Deposit of  Rs. 3,00,000/-  OR  10% of the total contract value i.e. 10% amount of {(Quoted Annual License fee + GST) x Tenure of contract}, whichever is higher. The Security Deposit shall be for the entire duration of the License and payable by licensee within 07 days from the date of issue of Letter of
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			<p>Award.</p> <p>The Security Deposit is payable by licensee through NEFT/RTGS OR through unconditional and irrevocable Bank Guarantee (BG) OR Fixed Deposit (FD) (issued by any Nationalized Bank or Scheduled Commercial Bank with validity upto 180 days beyond the completion of the tenure of the contract) as per Annexure- J</p> <p>All charges whatsoever such as premium; commission etc. with respect to the Security Deposit (RTGS/BG/FD) shall be borne by the Successful Bidder.</p> <p>*No interest shall be payable on refund of security deposit.</p>
5.2	Refund of SD	:	Security Deposit shall be refunded without interest on successful completion of the license on submission of claim by the licensee after adjusting the dues / outstanding if any.
5.3	Recovery of dues from SD	:	IRCTC may recover any LF dues / outstanding from the Security deposit on completion of the license.

## 6.0 EVENTS OF DEFAULT

6.1	Breach of any terms and conditions of the License	:	In the event of any breach of the said terms and conditions of the License, 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 debaring the Licensee from participating in the future projects of IRCTC. The decision of IRCTC in this regard shall be final and binding.
6.2	Termination of license due to poor performance	:	Notwithstanding anything contained in the tender document, IRCTC may terminate the license with a debarment of One (1) year from all projects of IRCTC along with forfeiture of Security Deposit and license fee in cases of poor performance, breach of terms and conditions of the license, non-payment of license fee as per schedule, or for other events of default by giving 15 days notice.
6.3	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 to the Licensee in any of the following events:</p> <ol style="list-style-type: none"> <li>a. In the event of the Licensee being convicted by a court of law under the provisions of criminal procedure code or any other law.</li> <li>b. In the event of the Licensee being a proprietor or, if a firm, any partner in the Licensee firm being at any time be adjudged insolvent or a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his interest or enter into any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under</li> </ol>

			<p>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.</p> <p>c. Repudiation of agreement by Licensee or otherwise evidence of intention not to be bound by the agreement.</p> <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 all his stores and effects from the said premises.</p> <p>e. In case of default by licensee, 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>
6.4	Failure to provide any record to IRCTC	:	IRCTC at their discretion may call for any record to satisfy itself regarding operation of the License and Licensee is under the obligation to 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 12 days failing which suitable penalty including termination of the Contract can be done at the discretion of IRCTC.
6.5	Compliance for the inspection reports / Complaints	:	Recurring instances of failure to rectify the deficiencies noticed during inspections by IRCTC and highlighted through complaints shall invite imposition of penalty and/or termination of license.

**7.0 CONSEQUENCES OF DEFAULT**

7.1	Notice for termination	:	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
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		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.
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## 8.0 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 demand for arbitration shall specify the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.
c.	Only such dispute or differences, in respect of which the demand has been made, together with counter claims or 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, 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 as stipulated in circular dated <b>18.10.2019</b> or amended from time to time and be borne jointly by the Parties in equal proportion subject to determination by the Arbitration tribunal. <b>The letter is attached at Annexure- H</b>

## 9.0 OTHER CONDITIONS

9.1	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 written approval of IRCTC.
9.2	Payment of taxes/dues	:	The Licensee will be liable for payment of all taxes/duties and other liabilities in respect of the business.
9.3	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.

9.4	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 license in due observance and performance of provision of: <ul style="list-style-type: none"> <li>• Workmenense shalltion Act times</li> <li>• Employment of Children Act times indemnify the</li> <li>• Any other relevant laws</li> </ul>
9.5	Assignment of License (sub-licensing)	:	Licensee shall not assign the License or any part thereof to any other party for any benefit or interest therein or there under. Also, the brand names/logos/signage etc. should contain only that of IRCTC and the Licensee only.
9.6	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. Any Policy, Circular, Instructions, Orders, etc. on JAN AAHAAR matters issued by Ministry of Railways/Railway Board from time to time shall form part of the agreement and license governed accordingly.
9.9	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.
9.8	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 8 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.

## 10.0 FORCE MAJEURE

A. Neither party shall be held liable for failure to perform its obligations under this



tender/contract if such failure to perform its obligations is prevented, hindered or delayed by a Force Majeure , event or circumstance (whether of the kind described herein or otherwise)., Force Majeure shall include but not limited to war, insurrection, restraint imposed by the government, act of legislature or other authority, explosion, strike, accident, riot, lockout, act of public enemy, act of God, sabotage, pandemic etc which is beyond the reasonable control, of a party and which make a party's performance of its obligations under the contract impossible or so impractical as to be considered impossible or so impractical as to be considered impossible under the circumstances.

- B. If either party becomes aware of any circumstances of force majeure which give rise to any such failure or delay, or which appear likely to do so, that party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other party of the period for which it estimates that the failure or delay will continue.

Neither party shall be held liable in respect of any breach of the terms and conditions due to any event or circumstances beyond its reasonable control.

**INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the integrity pact) is made on \_\_\_\_ day of \_\_\_, 2024 between Indian Railway Catering & Tourism Corporation Limited (hereinafter referred as “IRCTC”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns.

And

..... 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 for .....The IRCTC values full compliance with all relevant laws of the land, rules, regulations. Economic use of resources and of fairness/transparency in its relations with its bidder(s) and / or contractor(s).

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 cartelization 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.

- (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 9- 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) Sh. Apurva Varma, IAS (Retd.) E-mail.- apurvavarma@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

- (2) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the IRCTC, i.e. New Delhi.
- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (4) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (5) Should one or several provisions of this agreement turn out be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (6) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (7) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

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(For & On behalf of the IRCTC)

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(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place .....

Date .....



Witness 1:  
(Name & Address) \_\_\_\_\_

Witness 2:  
(Name & Address) \_\_\_\_\_



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

I/We \_\_\_\_\_ (Name of agency/contractor) with reference to agreement no \_\_\_\_\_ raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

Brief of claim:

- (i) Claim 1- Detailed at Annexure
- (ii) Claim 2-
- (iii) Claim 3-

I/We \_\_\_\_\_ (post of Engineer) with reference to agreement no \_\_\_\_\_ hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/We \_\_\_\_\_ do/do not agree to waive off applicability of Section 12 (5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant \_\_\_\_\_ Signature of Respondent \_\_\_\_\_

**Agreement under Section 31 (5)**

I/We \_\_\_\_\_ (name of claimant) with reference to agreement no \_\_\_\_\_ hereby waive off the applicability of sub Section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64 (6) of GCC.

Signature of Claimant \_\_\_\_\_ Signature of Respondent \_\_\_\_\_

\*Strike out whichever not applicable.



**IRCTC Letter on charges payable towards Arbitration**

इंडियन रेलवे कैटरिंग एण्ड टूरिज्म कॉरपोरेशन लिमिटेड  
(भारत सरकार का उद्यम)

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

(CIN-U74899DL1999GOI1101707 Email:Info@irctc.com Website:www.irctc.com)

No. 2011/IRCTC/CO/Legal/App Arbitrator

Date: 18.10.2019

Group General Manager/General Manager  
North Zone, New Delhi  
East Zone, Kolkata  
West Zone, Mumbai  
South Zone, Chennai  
South Central Zone, Secunderabad

**Sub: Fee and emoluments to retired officers working as arbitrators on the panel of IRCTC.**

In supersession to this office letter of even number dated 05.09.2012 on the subject cited above, it has been decided that arbitrators shall be entitled to fee and emoluments for arbitration cases as under:

**A. Appointed from panel of Arbitrator**

SN	Particulars	Maximum amount of fee payable per arbitrator/conciliator, per case
1	Arbitrator Fee	<p>a. Fee not exceeding 1% of the total claim including counter claim subject to minimum of 40,000 per case per arbitrator and maximum of Rs. 1,50,000/- per case per arbitrator. In case award is made within 6 months the arbitrator will be entitled to fee equal to 1.5% of the total claim including counter claim subject to minimum of 40,000 per case per arbitrator and maximum of Rs. 2,25,000/- per case per arbitrator.</p> <p>b. Sole arbitrator shall be entitled to 25% extra fee over the fee prescribed above. Provided that the arbitrator shall decide the dispute within a period of 12 months from the date Arbitral Tribunal enters upon the reference.</p> <p>c. No extension beyond 18 months will be agreed to under any circumstance and the mandate of Arbitral Tribunal shall automatically stand terminated.</p>
2	Secretarial Assistance and Incidental Charges	Rs. 1000/- per hearing. Rs. 1000/- per case for expenditure incurred on facts, stamp paper, postage.
3	Local travel	Rs. 1500/- per day for the days for arbitration meetings only
4	Daily Allowance	Rs. 1200/- per day for the day of arbitration

IRCTC Corporate Office, 11<sup>th</sup> Floor, B-148, Statesman House, Delhi





इंडियन रेलवे कैटरिंग एण्ड टूरिज्म कॉरपोरेशन लिमिटेड  
(भारत सरकार का उद्यम)  
INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.  
(A Govt. of India Enterprise)

(CIN-U74899DL1999GOI101707 Email:Info@irctc.com Website:www.irctc.com)

5	Travelling expenses for outstation cases	Economy class (by Air), First AC by train and AC car by road.
6	Lodging and Boarding for outstation cases	<p>a. Rs. 8000/- per day in metro cities b. Rs. 4000/- per day in other cities. c. Rs. 2000/- per day if any arbitrator does not stay in the hotel as mentioned at a &amp; b above and makes his own arrangements. Note lodging boarding and travelling expenses shall be allowed for those members who are residing 100km away from the place of meeting. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as metro cities.</p>

B. Departmental officers of IRCTC as Conciliator :

Conciliator Fee	Rs. 40,000/-
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- C. For additional cases of the same group, a consolidated fee of Rs. 25,000/- per case is payable.  
D. The fee and emoluments shall be shared equally by both the parties.

This issue with the approval of CMD IRCTC.

  
(Jagdish Goyal) 18/10/19  
Law Officer

- Copy to:  
1. PS to CMD for information of CMD  
2. Director (T&M), Director/Fin  
3. All GGM's of Corporat Office

IRCTC Corporate Office, 11<sup>th</sup> Floor, B-148, Statesman House, Delhi



**DRAFT AGREEMENT****AGREEMENT FOR LICENCE FOR RENOVATION, OPERATION, MAINTENANCE & TRANSFER BACK OF JAN AAHAAR AT \_\_\_\_\_ RAILWAY STATION**

An agreement made this DD day of Month , YYYY between the Indian Railway Catering and Tourism Corporation Ltd. (IRCTC), having its Registered Office at 11<sup>th</sup> Floor, Statesman House, 148 Barakhamba Road, New Delhi, 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 for ..... 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 under:

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 dated **DD.MM.YYYY** submitted by the party.
  - b) Letter of award dated **DD.MM.YYYY** issued vide letter no: .....
  - c) The letter of acceptance of award dated **DD.MM.YYYY** submitted 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 presided by a Sole Arbitrator to be



appointed from the list of IRCTC 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 the Act, 1996. The venue of the Arbitration shall be New Delhi. The Arbitral fee shall be jointly borne by both the parties.

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)





**Format for Bank Guarantee towards submission of Security Deposit of JAN AAHAAR**

Tender NIT No. :&lt;\_\_\_\_\_&gt;

Date:

Bank Guarantee No.:

To

Group General Manager/North Zone  
 Indian Railway Catering and Tourism Corporation Ltd.  
 North Zone Office, Rail Yatri Niwas Building,  
 New Delhi Railway Station Complex,  
 Ajmeri Gate Side, New Delhi-110002

1. In consideration of Indian Railway Catering & Tourism Corporation Limited (hereinafter referred as the “IRCTC”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s \_\_\_\_\_, having its office at \_\_\_\_\_ (hereinafter referred as the “Licensee” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), an assignment for “Provision of Catering Services in JAN AAHAAR at \_\_\_\_\_ Railway Station for a period of 5 (Five) years” (hereinafter referred to as the “Assignment”). Licensee having agreed to furnish a Bank Guarantee amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) to IRCTC for performance of the said Agreement, in accordance with the terms of Letter of Award dated \_\_\_\_\_ and as a pre-condition to the execution of the Contract (“Agreement”).
2. We, (name of bank) of \_\_\_\_\_ (branch) having our registered office at \_\_\_\_\_ (hereinafter referred to as the “Bank” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) at the request of the Licensee do hereby guarantee the due and punctual performance & discharge by Licensee of all its obligations under the Agreement and undertake to pay to IRCTC/an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or would be caused to or suffered by IRCTC by reason of any breach by the said Licensee of any of the terms or conditions contained in the said Agreement.
3. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from IRCTC stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by IRCTC by reason of breach by the said Licensee of any of the terms or conditions contained in the said Agreement or by reason of the Licensee’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
4. We undertake to pay to IRCTC any money so demanded notwithstanding any dispute or disputes raised by the Licensee in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Licensee shall have no claim against us for making such payment.



5. We, (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IRCTC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IRCTC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Licensee and accordingly discharges this guarantee. **Unless a demand or claim under this guarantee is made on us in writing on or before six months over and above the scheduled period of the completion of the said Agreement from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.**
6. We, (indicate the name of Bank) further agree with IRCTC that IRCTC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the Licensee from time to time or to postpone for any time or from time to time any of the powers exercisable by IRCTC against the Licensee and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Licensee or for any forbearance, act or omission on the part of IRCTC or any indulgence by IRCTC to the said Licensee or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving he Bank.
7. The Bank also agrees that IRCTC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that the Authority may have in relation to the Licensee’s liabilities.
8. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of IRCTC in writing.
9. The details of the Bank issuing the aforesaid Bank Guarantee are provided hereunder:

	<b>Particulars</b>	<b>Details</b>
a)	Name of the Issuing Officer	
b)	Contact details of the Issuing Officer/Branch Phone No & Email address	
c)	Address of the Issuing Branch	

Dated the \_\_\_\_ day of \_\_20\*

For \_\_\_\_\_

(Name of Bank) (Signature,  
Name and Designation of the Authorized Signatory)  
Seal of the Bank

**NOTES:**

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of



issuing Branch should be mentioned on the covering letter of issuing Branch.



**INDICATIVE SIGNAGE PLAN**

**DISTRIBUTION OF DISPLAY SPACE ON THE OUTER FACADE AND OTHER AREAS**

**Horizontal Board**



1. The ratios/proportion for signage board display should be adhered to.
2. Service Provider shall put IRCTC logo in the centre of entrance doors.
3. The signage boards/display boards should be shared by IRCTC & Licensee in the ratio 75:25 (IRCTC: Licensee) as indicated in above plan.

**SECTION-4****APPENDIX 1 - TECHNICAL BID****FORM 1 - Check-list for the Technical Bid**

S No.	FORMS/ Items	List of Document	At Page No.	Submitted (Y / N)
1.	<b>EMD</b>	Proof of deposit of EMD		
2.	<b>FORM 2</b>	Letter Comprising the Technical Bid (Appendix-1) as per format provided at FORM 2		
3.	<b>FORM 3</b>	Bidders' Particulars  As per format provided at FORM 3		
4.	<b>FORM 4</b>	Declaration for not being debarred/ black-listed by IRCTC or Railways or Ministry of Railways/other CPSUs/Govt. Deptt. as on the last date of submission of the bid.  As per format provided at FORM 4		
5.	<b>FORM 5</b>	Copy of Certificate by the Statutory Auditor/Chartered Accountant towards Annual Turnover for the last 05 (Five) financial years  As per format provided at FORM 5		
6.	<b>FORM 6</b>	The Bidder should have similar project experience during any of the last five years reckoning from the Bid Due Date.  As per format provided at FORM 6		
7.	<b>FORM 7</b>	Power of Attorney in favour of Authorized signatory As per format provided at FORM 7		

Bidder may note that while submitting the online bid in addition to the Section-I, II & III of the tender document, they are also required to submit the documents as mentioned under Section- IV as below:

- (a) **Appendix-1 (Technical Bid)** comprising FORM- 1 to FORM- 4 (duly filled) as mentioned in the Tender document along with Integrity Pact at Annexure G.  
and
- (b) **Appendix-2 (Financial Bid)** of the Tender document



**FORM 2-Letter Comprising the Technical Bid**  
(To be submitted on the Letterhead of the Bidder)

Date:

To

**Group General Manager/ North Zone  
Indian Railway Tourism & Catering Corporation Ltd.,  
North Zone Office, Rail Yatri Niwas Building,  
New Delhi Railway Station Complex, Ajmeri Gate Side,  
New Delhi-110002.**

**Subject: Bid for “PROVISION OF CATERING SERVICES IN JAN AAHAAR at  
RESHMStations FOR A PERIOD OF 5 YEARS.**

Dear Sir,

1. With reference to your Tender Document dated\_\_\_\_\_, I, have examined all relevant documents and understood their contents, hereby submit our bid for “**PROVISION OF CATERING SERVICES IN JAN AAHAAR FOR A PERIOD OF 5 YEARS..**
2. The EMD, as applicable, of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) has been submitted in accordance with the Tender document.
3. I agree and understand that the Bid is subject to the provisions of the Tender document. In no case, I shall have any claim or right of whatsoever nature if the Project is not awarded to me or our Bid is not opened.
4. I hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
5. I confirm that the information contained in this Bid or any part thereof, including its Annexures/Appendixes, and other documents and instruments delivered or to be delivered to IRCTC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead IRCTC as to any material fact.
6. I have carefully read and understood the terms and conditions of the Tender and the conditions of the contract applicable to the Tender.
7. I shall make available to Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
8. I certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
9. I certify that in regard to matters other than security and integrity of the country, I have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority



which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I further certify that in regard to matters relating to security and integrity of the country, I have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by me.
11. I further certify that no investigation by a regulatory Authority is pending against me or against our CEO or our Directors.
12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Authority [and/ or the Government of India] in connection with the selection of Licensee or in connection with the Selection Process itself in respect of the above-mentioned Project.
13. The Financial Bid is being submitted as per Tender document. This Technical Bid read with the Financial Bid shall constitute the Bid which shall be binding on us.
14. I agree and undertake to abide by all the terms and conditions of the Tender Document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the Tender Document. I also undertake to bind myself/ourselves to the terms & conditions of the tender document and also to sign it as per advise of the Authority.
15. I agree and understand that the Bid is subject to the provisions of the Tender document. In no case, I shall have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our Bid is not opened.
16. I agree to keep this offer valid for 120 (One Hundred and twenty) days from the Bid Due Date specified in Tender.
17. I/we hereby understand and accept that if I/we withdraw or modify my/our bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the security deposit, fail to submit the security deposit, before the deadline defined in the tender document/NIT, I/we shall be ready to face action as per terms & conditions of the tender document.

In the event of acceptance of our bid, we do hereby undertake:

- To commence Services as stipulated in the Tender document
- To undertake the Project for entire Contract Duration from the date of signing of the Contract as mentioned in the Tender document.
- To adhere to the provisions of this Tender document and Contract signed for Assignment. I agree not to seek any changes in the aforesaid form and agree to abide by the same.
- I affirm that the License Fee quoted are inclusive of all out of pocket expenses, levies discounts etc and excluding Goods and services Tax.
- I do hereby undertake, that, until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of Contract, shall constitute a binding Contract between us.
- I understand that the IRCTC may cancel the bidding process at any time and that IRCTC is not bound to accept any bid that it may receive without incurring any liability towards the Bidder.
- I fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

Yours faithfully,

(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

(Name and seal of the Bidder)





**FORM 3**  
**(To be submitted on letterhead of Bidder)**

The Table below provides the format in which general information about the Bidder must be furnished.

SN	Information	Details
1	Name of Bidder	
2	Address and contact details of Bidder	
3	Legal Status of Bidder Entity (Sole Proprietor/ Partnership/LLP/ Company)	
4	Certificate of Incorporation/registration/registered deed of Bidder Entity (Sole Proprietor/ Partnership/LLP/ Company)	
5	Registered Address	
6	Bidder's GST Registration No.	
7	Bidder's Permanent Account Number (PAN)	
8	EPF Registration No.	
9	ESI Registration No.	
10	Name, Designation and Address of the Authorized person to whom all references shall be made regarding this Tender:	
11	Telephone/Mobile number of contact person:	
12	E-mail address of contact person:	

**Note: Please submit the relevant documents for all the details mentioned above along with your Bid.**

**Authorized Signatory**

**(Name and designation of the Authorized Signatory)**

**(Name and seal of the Bidder)**





**FORM 4 - Format for Self-Declaration by the bidder for not being Blacklisted/ Debarred**

*(To be submitted on the Letterhead of the Bidder)*

Date: (dd/mm/yyyy)

To,

**Group General Manager/ North Zone  
Indian Railway Tourism & Catering Corporation Ltd.,  
North Zone Office, Rail Yatri Niwas Building,  
New Delhi Railway Station Complex, Ajmeri Gate Side,  
New Delhi-110002.**

**Subject: Declaration for not being debarred/ black-listed by IRCTC or Railways or Ministry of Railways/other CPSUs/Govt. Deptt. as on the last date of submission of the bid.**

Tender Reference No:

I, ....., S/o Sh. ...., aged about .....years,  
Prop/authorized signatory of..... do hereby solemnly affirm and  
declare as follows:-

1. I say that I am an authorized signatory of the company/LLP/firm.....and hence competent to sign and swear this affidavit.
2. That the company/LLP/firm namely.....has not been debarred/blacklisted/ banned by IRCTC or Railways or Ministry of Railways/other CPSUs/Govt. Deptt.
3. That I undertake to inform IRCTC about any ban or blacklist imposed by IRCTC/Railway/Ministry of Railway/ other CPSUs/Govt. Deptt. in future and understand that the award shall be kept in abeyance for the period of ban/blacklisting.
4. That this self declaration is given for participation in tender process with IRCTC.

DEPONENT

**Verification**

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

Verified at ..... (place) on this ..... day of \_\_\_\_\_, 20.....



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

**FORM 5 – Format for Annual Turnover**

**(To be submitted on letterhead of Chartered Accountant along with their UDIN)**

**ANNUAL TURNOVER**

The Annual Turnover to be provided in the following format for the last 5 (five) Financial Years.

<b>Financial Information</b>					<b>(in INR)</b>
<b>Financial Year</b>	2022-23	2021-22	2020-21	2019-20	2018-19
Annual Turnover (in lakhs)					
<b>AVERAGE ANNUAL TURNOVER:</b>					
Note: Annual turnover should be certified by Chartered Accountant/ Statutory Auditors.					

**Certificate from the Chartered Accountant/Statutory Auditor**

This is to certify that \_\_\_\_\_ (Name of the Bidder) had a turnover from Catering Business as shown above against the respective financial years.

Name of the audit firm:

Seal of the audit firm:

Membership No. of Chartered Accountant:

**UDIN:**

Date:

(Signature, name and designation of the Chartered Accountant)

**Note:**

1. The details submitted by the Bidder in FORM 5 must be correct and submitted by the bidder with UDIN. Form 5 submitted without valid UDIN shall not be considered.
2. Bidders may please note that Turnover for each of all the financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 as mentioned in FORM 5 should be reflected in UDIN certificate downloaded from ICAI website.

**FORM 6 - Details of Project**  
**(To be submitted on letterhead of Bidder)**

SN	Name of Project/Unit#	Name of Client/Authority (Awarded by)*	Scope of work of Project/Unit	Sector where (Railways/ Outside Railways) is located	Period of Management/ operation (From - To)	FSSAI number of the Project/Unit

# The Bidders should provide details of only those projects executed in India.

\* In case, project has been awarded/given to bidder by his client then, the name and contact number of bidder is to be provided.

+ Sector means project is being managed/operated in Railways or outside Railways and awarded/given by Central Govt./ State Govt./ Semi Govt. /Autonomous body /PSUs/Private Company /Airport etc.

Note: Bidders are required to submit the copy of currently valid FSSAI towards the Similar Work experience filled by the bidders in the table above.

This is to certify that the information contained in Form 6 is correct as on the day of submission of bid.

Yours faithfully,

(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

(Name and seal of the Bidder)



**FORM 7 - Power of Attorney**

*(On Non-Judicial Stamp Paper of appropriate value)*

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr /Ms..... son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “**Authorized Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for “**PROVISION OF CATERING SERVICES IN JAN AAHAAR FOR A PERIOD OF 5 YEARS** including but not limited to signing and submission of all Proposals, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to IRCTC , representing us in all matters before IRCTC, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with IRCTC in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Contract with IRCTC .

AND,

We do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... the ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20\_\_\_\_\_.

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised



Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of appropriate value and duly notarised by a notary public.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- **Individuals and Proprietorship firms are not required to submit the POA.**



**APPENDIX 2 - FINANCIAL BID**

**FINANCIAL BID FOR PROVISION OF CATERING SERVICES IN JAN AAHAAR AT ..... STATION FOR A PERIOD OF 5 YEARS.**

**(INDICATIVE FORMAT) (TO BE FILLED ELECTRONICALLY ONLY)**

- 1) I/We accept the terms and conditions mentioned in the Bid Document that have been clearly understood by us.
- 2) I/We further certify that we are ready for Provision of Catering Services in JAN AAHAAR at ..... station 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.
- 3) I/We understand that IRCTC reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
- 4) Minimum amount of License Fee :Rs.\_\_\_\_\_ per annum (Excluding GST) Location wise
- 5) The Minimum amount of Annual License Fee payable: Rs.\_\_\_\_\_ /- per annum (excluding GST)

My/Our quotation is as under: -

(1)	(2) – TO BE FILLED BY THE BIDDER	
<b>Annual License Fee for PROVISION OF CATERING SERVICES IN JAN AAHAAR at ..... Station FOR A PERIOD OF 5 YEARS.</b>	<b>Guaranteed Annual License Fee (in Rs.) per annum excluding GST</b>	
	<b>Figures</b>	<b>Words</b>

Note:

- Any offer less than the amount of Minimum License Fee mentioned above shall be rejected.
- GST/any other applicable tax is payable extra as per applicable rates.

The submission of this financial bid through digital signature will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender document.

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

**Declaration**





- 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 setting up and management of JAN AAHAAR at \_\_\_\_\_ Railway 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.**
- 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.
- I/We understand that the submission of offers / bids does not guarantee allotment of License for setting up and management of JAN AAHAAR.
- 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.
- 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.
- 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.
- 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.
- I/ We are Company/ Partnership Firm/ Proprietorship firm (please tick as applicable.)
- I/ We are not debarred/ Blacklisted by IRCTC, IR OR by any Govt. Institutions.
- I / We do hereby confirm that I / We have the necessary authority and approval to submit this bid for License for provision of catering services in JAN AAHAAR
- 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.

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

Signature of the authorized signatory

Name & Designation:

Date and Place

Name of the Firm/Company