



CIN-L74899DL1999GOI101707
INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

Empanelment form

For Empanelment of RTE Items Suppliers.

SN	Event Description	Event Date & Time	Event Location
1	Commencement of EMPANELMENT FORM process	01.10.2024	IRCTC Ltd. Corporate Office, 10th Floor , Statesman House, Barakhamba Road, Connaught Place, New Delhi - 110001.
2	Date and Time of Submission	21.10.2024 upto 1200 hrs	
3	Date and Time of opening	21.10.2024 at 1215 hrs	
4	Issue of Empanelment Letter	Empanelment cases are likely to be closed within one month from the date of opening of Empanelment forms	
5	Cost of EMPANELMENT FORM (non-refundable)	Rs. 3500/- nonrefundable {Exempted for registered MSEs (Micro & Small Scale Enterprises/Startups/State Owned Govt. Units/Firms)}	
6	Empanelment Fee (non-refundable)	Rs. 1,18,000/- (inclusive of applicable GST) {Exempted State owned Govt. Units/Firms} (To be deposited by the successful applicants only)	
7	Performance Guarantee	<ul style="list-style-type: none"> • Rs. 8 lakh • Rs 4 lakh for MSE's (Micro & Small Scale Enterprises)/Startup • Exempted for State Owned Govt. Units/Firms 	
8	<u>Supply of RTE</u>	The empanelled suppliers under RTE are eligible for supplying approved products in all Premium Trains such as Rajdhani, Shatabdi, Duranto, Vande Bharat, Gatimaan, Tejas, and other Mail/Express trains including all static units of IRCTC.	

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Address: IRCTC Ltd. Corporate Office, 10th Floor, Statesman House, Barakhamba Road, Connaught Place, New Delhi – 110001.
Ph. 011 23317745,
website-www.irctc.com Email: empanelment@irctc.com

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1. Disclaimer

- 1.1. This Empanelment form is being issued by Indian Railway Catering and Tourism Corporation Limited ("IRCTC") for the purpose of providing certain information to the Applicants to participate in the Process for empanelment of qualified applicants for the purpose of provision of RTE supply in various categories of Trains and Static units of IRCTC.
- 1.2. The information contained in this Empanelment form is being provided by IRCTC for the limited purpose of enabling the applicants to submit a response to this Empanelment form for undertaking the work i.e. Supply of RTE items and for no other purpose. In no circumstances shall IRCTC, or its respective advisors, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this Empanelment form.
- 1.3. The information contained in this Empanelment form or subsequently provided to applicant(s), whether verbally or in documentary or any other form, by or on behalf of IRCTC or any of its employees or advisors, is provided to applicant(s) on the terms and conditions set out in this Empanelment form and such other terms and conditions subject to which such information is provided.
- 1.4. This Empanelment form is not an agreement or offer by IRCTC to prospective applicants or any other person. This Empanelment form includes statements, which reflect various assumptions and assessments arrived at by IRCTC in relation to the work i.e. Supply of RTE items. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require.
- 1.5. This Empanelment form is a summary of available information no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by IRCTC, its respective advisors, consultants, contractors, servants and/or its agents in relation to the accuracy, adequacy or completeness of such information or statements made nor shall it be assumed that such information or statements will remain unchanged.
- 1.6. Each applicant 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 Empanelment form and obtain independent advice from appropriate sources.
- 1.7. This Empanelment form may not be appropriate for all persons, and it is not possible for IRCTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Empanelment form.
- 1.8. IRCTC will not be liable for any costs, expenses, however so incurred by the applicants in connection with the preparation or submission of their application. IRCTC reserves the right to amend this EMPANELMENT FORM or its terms and any information contained herein or to cancel the process or altogether abandon the work at any time by notice, in writing, to the applicants.

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- 1.9. IRCTC also accepts no liability of any nature whatsoever whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this Empanelment form.
- 1.10. 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 Empanelment form.
- 1.11. All representations/queries etc pertaining to this document may be addressed to GGM/SCS, IRCTC Corporate Office, 10th Floor, Statesman House, Barakhamba Road, Connaught Place, New Delhi – 110001.
- 1.12. Laws of the Republic of India are applicable to this Empanelment form and subject to the exclusive jurisdiction of Courts situated at Delhi only.

General instructions to Applicants

1. This Empanelment form can only be viewed at <http://www.irctc.com&http://www.tenderwizard.com/IRCTC> and will be submitted/received only at <http://www.tenderwizard.com/IRCTC>, as prescribed in “EMPANELMENT FORM.”
2. To participate in the Empanelment process, it is mandatory for the applicant to register themselves on www.tenderwizard.com/IRCTC without any payment and obtain User ID & password which is required for submitting the Empanelment form. It may please be noted for submission of proposal for empanelment; Class-III digital signature is required.
3. The applicant should upload complete set of documents in support of Eligibility Criteria.
4. Corrigendum/Addendum to this Empanelment form, if any, will be published on www.irctc.com, www.tenderwizard.com/IRCTC. No newspaper press advertisement shall be issued for the same.
5. For any difficulty in downloading & submission of Empanelment form on www.tenderwizard.com/IRCTC, please contact at **tenderwizard.com helpdesk no 011-45811365, 45982100 or cell no 8800107755, 8800115628.**
6. The digital signature of the applicant on the Empanelment form will be considered as confirmation that the applicant has read, understood and accepted all the documents referred to in the Empanelment form. **It may please be noted that in case of deviation by Applicant, application will be summarily rejected without further correspondence/communication.**
7. The following are important dates in respect of the process for empanelment. IRCTC reserves the right to amend by extending the stipulated dates for

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commencement of sale of Empanelment form document, meeting & submission of Empanelment form document without incurring any liability whatsoever. In the event of changes/extension, IRCTC shall intimate the same through addendums/amendments on the website. IRCTC also reserves the right to cancel or discharge the Empanelment form process without assigning any reason.

SN	Event Description	Event Date& Time
1	Commencement of Empanelment process	01.10.2024
2	Last date and Time of Submission	21.10.2024 upto 1200 hrs
3	Date and Time of opening	21.10.2024 at 1215 hrs
4	Issue of Empanelment Letter	Empanelment applications are likely to be closed within one month from the date of opening of empanelment forms

8. Only readable copy of this form is available at IRCTC web site <https://www.ircrc.com/empanelment.html>.
9. Application submitted by FAX, E-mail, physical documents shall not be entertained and shall be summarily rejected.
10. The Company/ firm should be registered for manufacturing and selling similar products in India. The Brand for which empanelment is sought should be registered with Trade Marks Registry of India/Concerned Authorities.
11. The Empanelment form fee is Rs 3,500 (non-refundable), Empanelment Fee is Rs. **Rs. 1,18,000/- (inclusive of applicable GST)** and Performance Guarantee is Rs. 8 lakh for one firm/applicant under one Brand.
12. State owned Govt. Units/Firms are exempted from Empanelment form fee, Empanelment Fee & performance Guarantee are required to upload the documents in support of proof for Govt. ownership.
13. The Applicants are required to submit the fees as detailed below with the application

For A Category	State owned Govt. Units/Firms	MSE's /Startup Firms	Non-MSE's/Startup Firms
Empanelment Form Fee(Non-refundable)	Exempted	Exempted	Rs 3500/-
Performance Guarantee for each segment	Exempted	Rs. 4,00,000/-	Rs. 8,00,000/-

14. In case of non-payment of any of the above items viz. Empanelment Form Fee and

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Performance Guarantee as mentioned above (except the exempted categories) through e-tendering website, the application for empanelment will be summarily rejected.

15. In case of non- empanelment due to non-fulfilment of extant criteria, the Performance Guarantee amount deposited by the applicant will be refunded likely within one month as per the bank details submitted by the applicant without interest.
16. This amount will be retained with IRCTC till the time the firm is empanelled with IRCTC. On expiry of empanelment, this Performance Guarantee will be refunded without interest subject to no dues.
17. Following relaxations will be given to registered MSEs (i.e Micro, Small enterprises only) and Start-ups.
 - a) Free Supplier Empanelment form(SEF)
 - b) 50% relaxation in submission of Performance Guarantee i.e MSEs firms are required to submit Rs. 4,00,000/- as Performance Guarantee.
 - c) The registered MSEs / Start-ups will be given 75% relaxation in the turnover over criteria i.e. MSEs firms must have minimum turnover of Rs 12.5 lakh in each year from manufacturing/supply of RTE food for the preceding 02 completed Financial years.
 - d) The registered MSEs / Start-ups will require experience of 02 years.
18. There will be a lock-in period of 2 years after which firms can request for exit from empanelled list. The Performance Guarantee paid by the applicant with application, who are empanelled shall be refunded without interest.
19. Information desired in all fields are essential, applicants must comply with the corresponding query. Applicants should fill all fields and upload supporting documents, if the field is not applicable write 'Not Applicable'. If supporting documents are in any regional language, please upload self-attested English/ Hindi translation of the same.
20. IRCTC reserves the right to change/modify/amend any or all the provisions of the Supplier Empanelment form (SEF) at any stage. IRCTC also reserves the right to accept/reject/cancel the procedure & empanelment at any time without giving any reason/information.
21. IRCTC reserves the right to call for any clarification/additional documents. The documents submitted by the successful applicants, in compliance to eligibility conditions shall be subject to verification 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 firm, if so required. If the applicant is found to be ineligible on such verification, the empanelment application shall be summarily rejected along with forfeiture of Performance Guarantee and Empanelment Fee. In such eventuality the firm shall also be debarred for 03 years from participating in the future projects of IRCTC.
22. The Brand shall be initially empanelled for a period of 3 years, after completion of which it may be further extended for another 2 years from date of notification, subject to satisfactory performance of the brands which is measured by the following parameters.
 - (a) No serious complaints from passengers.
 - (b) Validity of necessary certificates with regard to food safety standards & food manufacturing standards under FSSAI.
 - (c) Validity of Trade mark
 - (d) Compliance with the technical quality that meets National/International Standards like ISO22000, HACCP etc.

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- 23.** The empanelled firms to make available the RTE meals of the portion size already available in the market at the same price. No special packing in terms of weight, rate etc. will be permitted for IRCTC/Railways. The weights and prices as applicable in open market/E-commerce market shall only be made available unless specifically requested for special packaging by IRCTC/Railways network.
- 24.** The Company/ firm should possess valid FSSAI certificate,. The standards circulated by FSSAI from time to time have to be followed and the empanelment will be subject to fulfilment of standards of FSSAI.
- 25.** IRCTC reserves right to inspect the production facilities, as and when it deems necessary.
- 26.** If any complaint arises on account of quality, quantity, hygiene etc of the brand(s), the firm shall be solely liable for the consequences thereof and IRCTC may take action against the firm including debarment/delisting and imposition of fines.
- 27.** The firm shall at all times indemnify IRCTC/Railway administration from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against IRCTC by reason of any act or omission of the firm/firms product/, his agents or employees, in rendering services under the empanelment.
- 28.** The Successful applicants are required to deposit non-refundable Empanelment Fees of Rs. 1, 18,000/- (inclusive of GST) within 7 days of issue of Intimation letter by IRCTC.

2. Invitation for Empanelment form

- 2.1.** This Empanelment form sets out the requirements that must be satisfied by applicants for getting empanelled as Supplier and it is an invitation to applicants to submit their profile/documents for empanelment as Supplier of RTE items in various categories of Trains and Static units of IRCTC.

3. General Conditions

- 3.1. IRCTC reserves the right to terminate the empanelment form process at any stage and will not be responsible for any loss or damages which the applicant may incur in the process. The applications can be rejected without assigning any reason.
- 3.2. The Application once submitted would be binding on the Party and any subsequent alteration/amendment will not be entertained.
- 3.3. Applicant will be responsible for compliance with applicable laws such as GST Rules, Provident Fund, Labour Law or any other law of the land and registration/approval from statutory authority, wherever required.
- 3.4. In case the applicant suffers any loss on account of his being restrained by IRCTC or any competent authority for indulging in illegal activities or any contravention of any law or rejection of application for empanelment through this EMPANELMENT FORM process, he shall not be entitled to any compensation whatsoever.
- 3.5.
 - 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 manner. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.
 - b. The parties hereto will submit demand in writing that the dispute/differences be referred to arbitration. 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 of setoff given by IRCTC shall be referred to arbitration and other matters shall not be included in the reference.
 - d. In the event of demand made as mentioned herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be referred to Sole Arbitrator from the panel of Arbitrators appointed by Chairman and Managing Director of IRCTC. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion subject to circular/guidelines dated 18.10.2019. The copy of the guidelines is placed at **Annexure 'III'**
- 3.6. In the event of any breach of the said terms and conditions of the empanelment, IRCTC shall be entitled to forfeit the Performance Guarantee besides de-

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empanelling and debarring the service provider from participating in the future projects of IRCTC for a period of 3 year.

- 3.7. The Empanelled Supplier shall comply with any other instructions issued by IRCTC from time to time within a reasonable time, as may be necessary.
- 3.8. In the interest of the general public travelling over Indian Railway network, it is expected that the empanelled product conforms to the requisite FSSAI standards and other statutory norms towards its quality, quantity, packaging, taste etc. The quantity of the product should be as per the approval/empanelment. The Product having certification issued by any authority other than the statutory authorities mentioned in this document (Viz. **Health License/FSSAI/FDA etc.**) will not be considered for empanelment. In case deficiency is found in quality, quantity, packaging, printing of product information or non-supply to IRCTC network under areas/regions as per Annexure-E as submitted by applicant or in any other case of complaint/s, IRCTC may take penal action or even de-empanel the product in cases of serious deficiencies.
- 3.9. Eligibility Criteria:** Eligibility criteria for empanelment are defined in Clause 4.0 of this Empanelment form document. Interested organizations should submit documentary evidence in support of the eligibility criteria.

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Note: Fulfillment of eligibility criteria is mandatory for empanelment. Non fulfillment of any eligibility criteria may result in rejection of the application form.

SI. No.	Eligibility Criteria	Documents required as proof
1	Name of Brand.(To be registered)	(Copy of Trademark Registration issued by Registrar of Trademarks. Additional representation will not be considered for empanelment)
2	Status of applicant/Company – Proprietorship/ Partnership / Private Company/Public Limited Company/ Cooperative/Joint venture/LLP	(Copy of the Incorporation Certificate/ Partnership deed/ Memorandum of Articles/Articles of Association & Registration Certificate etc. to be closed.)
3	<p>Firms/Company's/Applicant Sales Turn over from manufacturing/supply of RTE food per Annum for the last three preceding Financial years as per format.</p> <p>*Firms must have an Annual turnover not less than 50 Lakhs for each of the last 3preceding completed financial years from manufacturing/supply of RTE food.</p> <p>For registered MSEs/Startups, please refer point no 17 of Instructions to Applicant</p>	<p>Copy of Balance sheet and Profit & Loss Account, duly audited by CA. <u>The document must bear valid UDIN downloaded from ICAI website.</u></p> <p>OR</p> <p>Certificate issued by Statutory auditor/Chartered Accountant, clearly specifying the turnover of the applicant as per Annexure H. Annexure H should be reflected in UDIN certificate downloaded from ICAI website. <u>The document must bear valid UDIN downloaded from ICAI website.</u></p> <p>OR</p> <p>Copy of annual published report. <u>The document must bear valid UDIN downloaded from ICAI website.</u></p> <p><u>Relaxation for the listed companies</u></p> <p><u>THE APPLICANTS WHICH ARE LISTED ON NSE/BSE, ON DATE OF OPENING OF APPLICATIONS, AND HAVE EARNED PROFIT DURING LAST 02 FINANCIAL YEARS I.E. 2021-22 & 2022-23, ARE EXEMPTED TO SUBMIT THE ABOVE DOCUMENTS. THE APPLICANT NEEDS TO SUBMIT INTERNATIONAL SECURITIES IDENTIFICATION NUMBER (ISIN). THE PROFITABILITY OF THE APPLICANT FOR LAST 03 FINANCIAL YEARS WILL BE ASCERTAINED FROM THE SITE OF NATIONAL STOCK EXCHANGE (NSE)/BOMBAY STOCK EXCHANGE (BSE). THE COMPANY'S PROFIT IN ANY OF THE 02 FINANCIAL YEARS SHOULD NOT BE NEGATIVE.</u></p> <p><u>HOWEVER, SUCH APPLICANT MUST SUBMIT ALL OTHER DOCUMENTS/DETAILS AS MENTIONED IN ELIGIBILITY CRITERIA.</u></p>

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4	Documents to be submitted by Micro & Small Enterprises (MSE) registered with NSIC	<p>Copy of Certificate for MSEs (Micro & Small Scale Enterprises), Startups for seeking relaxation in turnover and experience criteria. <i>Udyam Certificate should bear the specific codes related to kind of business the applicant has applied for.</i></p> <p>"The entity should be registered for the similar work under the MSE registration."</p> <p>a) Also state whether belongs to SC/ST category. b) If registered MSE/Startup belongs to women entrepreneur please specify.</p>
5	Ready to Eat meal/item should have been tested periodically by NABL accredited laboratory for which the report shall be in compliance with FSSAI standards.	<p>Submit test report issued by NABL Accredited laboratory certifying shelf life of product not less than 03 months (Copy of Test report for all applied products not older than Six months).</p>
6	<p>The firm must comply with the Food safety and quality standards norms laid down by the FSSAI and other statutory requirements notified from time to time.</p> <p>The non-vegetarian items shall be supplied by RTE meal firms having appropriate FSSAI license for manufacturing such non-veg items. FSSAI license for the same is to be submitted.</p>	<p>Submit the following:</p> <p>a. Submit test report for all products issued by NABL accredited laboratory certifying product confirms to the standards of FSSAI. Report shall not be older than 06 months.</p> <p>b. Copy of Valid FSSAI license.</p>
7	The firm must follow the 'state of the art' retort technology and packaging system which can produce RTE meals having shelf life of minimum 3 months. The retort system should comply with the national and/or international norms and standards of food safety, quality and hygiene.	<p>(Copy of Valid Retort Technology Certificate). (Exemption to above certificate will be considered only in case of RTE meals which do not require retort technology for preservation).</p>
8	The firm must comply with the technical quality that meets National and International standards like ISO 22000, HACCP etc.	<p>(Copy of the relevant Certificate).</p>
9	<p>The firm must have a minimum experience of three years of manufacturing/supply RTE meals under its Brand name including Institutional supply of packaged Ready to Eat (RTE) food meals.</p> <p>For registered MSEs/startups, please refer point no 13 of Instructions to Applicant</p>	<p>(Any of the following documents can be submitted: -</p> <p>a. Copy of Invoice for preceding last 03 years. b. Copy of purchase/supply order and certificate from the client to whom supply has been made Copy of Invoice for preceding last 03 years. c. Certificate by Chartered Accountant for the manufacturing/supply of RTE meals in last three financial years i.e Annexure I. (02 years for registered MSEs/Startups)</p>

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10	Ready to Eat meal of the firms must be available for sale in shops/Super Bazaar/Outlets/Stores.	(List of authorized distributors/dealers)
11	Permanent Account Number (PAN) of the firm.	(Copy of PAN Card)
12	GSTIN Certificate	(Enclose self-attested copy of the provisional GSTIN certificate)
13	Affidavit of the applicant that the party has not been banned/ black listed by IRCTC or Railways or Ministry of Railways or any other organization.	(To be submitted in original on Rs. 100/- non Judicial stamp paper, duly notarized) as per Annexure II
14	Bank Details	Cancelled Cheque

Note:

i) Applicant who is a Company incorporated under the Companies Act 1956 should submit a copy of Auditors report as per provision laid down in the above Act along with their Balance sheet and Profit and Loss account duly audited by a Chartered Accountant.

ii) Applicants who are Firms/Individuals/Others, whose annual turnover is exceeding Rs.1,000,000/- (1 Crore per Annum) , should submit a copy of the Tax audit Report as prescribed under the Income Tax Act, 1961 along with their Balance Sheet and Profit and Loss Account duly audited by Chartered Accountant

For any query/clarifications please contact at:-

GGM/SCS

Indian Railway Catering and Tourism Corporation Ltd.
10th Floor, Statesman House Building Barakhamba Road
NEW DELHI - 110 001 Email: empanelment@irctc.com
Tel:-011-23311263-64, Fax:-011-23311259
Website: www.irctc.com

Brands Turnover Certificate for Ready to Eat products
(Certified by Chartered Accountant in Original on their Letterhead)

This is certified that I/we have verified the books of accounts of M/s (Firm's Name) for.....(Brand of Product) and certified the following facts and figures relating to(Product Category) located at (Firm's Address).

Sales Turnover from.....(Brand of Product)in..... (Product category) **for the last three preceding financial years is as under:**

(For registered MSEs/Startups last 02 preceding Years)

S.No	Financial Year	Amount(Rs)
1.		
2.		
3.		

(UDIN number must be given, As per Gazette Notification no No.1-CA(7)/192/2019 dt 02.08.2019, UDIN is mandatory wef 1st July, 2019)

Chartered Accountant Name & Stamp

Membership number

Annexure 'II'

(To be submitted in original on Rs. 100/- non judicial stamp paper, duly notarized)

UNDERTAKING

1. I....., S/o.....,R/o....., aged about..... years working as Designation.....email.....) do hereby solemnly affirm and states as follows.
 - i. I am the authorized signatory of M/s.....address.....
 - ii. It is hereby affirmed that(Name of company or its products) is not banned/ debarred/ black listed by IRCTC or Zonal Railways or Ministry of Railways.
2. It is certified that the product applied for empanelment confirms with FSSAI norms prescribed for human consumption.
3. I/We understand that if any information, document is found incorrect/false at any stage, the empanelment stands cancelled and PERFORMANCE GUARANTEE shall be forfeited.
4. I/We hereby declared that our product is available in the market from last three financial years. (02 years for registered MSEs / Startups)
5. I/We hereby declare that all packaging and labeling confirms the FSSAI/statutory norms as per extant rules of Govt. of India for packaging and labeling. No special packing in terms of weight, rate etc. will be done for IRCTC/Railways. The weights and prices as applicable in open market/e-commerce market shall only be made available unless specifically requested for special packaging by IRCTC/Railways network.
6. I/we hereby declare that our firm shall at all times indemnify IRCTC/Railway administration from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against IRCTC by reason of any act or omission of the firm/ our firms product/, our agents or employees, in rendering services under the empanelment.
7. I/We solemnly declare that to the best of my/our knowledge and belief, the information given in this application form and the annexures and statements accompanying it are correct, complete and truly stated and also that we shall be bound by the acts of my/our duly constituted attorney.

Place:

Date:

**(Signature of
authorized person
with company seal)**

Name _____
Designation _____



इंडियन रेलवे कैटरिंग एण्ड टूरिज्म कॉर्पोरेशन 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)

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	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. 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. c. No extension beyond 18 months will be agreed to under any circumstance and the mandate of Arbitral Tribunal shall automatically stand terminated.
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



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	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 & 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.

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