



IRCTC

CIN-L74899DL1999GOI101707

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.
EXPRESSION OF INTEREST (EOI)-2025

**For Short-listing of Food Aggregator
for**

**Provision of Supply & Delivery of Pre-ordered meals through e-Catering
2025/EOI/Food Aggregator/May**

SN	Event Description	Event Date & Time	Event Location
1	Commencement of EOI process	From the date of uploading on the site	IRCTC Ltd. Corporate Office, 4 th Floor, Tower D, World Trade Centre, Nauroji Nagar, New Delhi – 110029.
2	Date and Time of Submission	15 th of Every month up to 12:00 Hrs. or the next working day if office is closed on 15 th .	
3	Date and Time of opening	15 th of Every month at 12:15 Hrs. or the next working day if office is closed on 15 th .	
4	Validity of Empanelment	03 Years	
5.	Processing Fee (non - refundable)	Rs. 1120/- (inclusive of applicable GST)	
6.	Empanelment Fee (non-refundable)	Rs. 1,18,000/- (inclusive of applicable GST) (To be deposited by the successful applicants only)	
7	EMD (Refundable)	Rs. 2,00,000/- (Rupees Two Lakh only) *Exempted for (Micro & Small-Scale Enterprises)/Startup	

Address:

IRCTC Ltd. Corporate Office, 4th Floor,
Tower D, World Trade Centre, Nauroji Nagar,
New Delhi – 110029.

Ph. 011-35464045

Website: www.irctc.com

Email: ecatco@irctc.com



Disclaimer

- 1.1 This Expression of Interest ("EOI") is being issued by the Indian Railway Catering and Tourism Corporation Limited ("IRCTC") for the purpose of providing certain information to the Applicants to participate in the Process to shortlist the qualified applicant for the purposes of provision of supply & delivery of pre-ordered meals on train over Indian Railways network through e-Catering.
- 1.2 The information contained in this EOI is being provided by IRCTC for the limited purposes of enabling the Applicants to submit a response to this EOI for under taking the work 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 EOI.
- 1.3 The information contained in this EOI or subsequently provided to applicant(s), whether verbally or in documentary or any other form, by or on behalf of the IRCTC or any of its employees or advisors, is provided to applicant(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.
- 1.4 This EOI is not an agreement or offer by the IRCTC to prospective Applicants or any other person. This EOI includes statements, which reflect various assumptions and assessments arrived at by the IRCTC in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require.
- 1.5 This EOI is a summary of available information and no reliance shall be placed on any information or statements contained herein, and 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 EOI and obtain independent advice from appropriate sources.
- 1.7 This EOI 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 EOI
- 1.8 Nothing in this EOI shall be construed as legal, financial or tax advice. 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 EOI 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.



General instructions to Applicants

1. This EOI 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 "EOI." No manual applications will be entertained.
2. Corrigendum/Addendum to this EOI, if any, will be published on website www.irctc.com, www.tenderwizard.com/IRCTC. No newspaper press advertisement shall be issued for the same.
3. To participate in the EOI, it is mandatory for the applicants to register themselves with M/s ITI on the website www.tenderwizard.com/IRCTC without any payment and obtain User ID & password which is required for submitting the EOI. It may please be noted for submission of proposal for empanelment, Class-III digital signature is required.
4. For any difficulty in downloading & submission of EOI on website www.tenderwizard.com/IRCTC, please contact at tenderwizard.com helpdesk no. 080-45811365 Ph: 080-45982100 or cell no 8800107755, 8800115628.
5. The digital signature of the applicant on the EOI form will be considered as confirmation that the applicant has read, understood and accepted all the documents referred to in the EOI. It may please be noted that in case of deviation by Applicant, application will be summarily rejected without further correspondence/communication.
6. Complete EOI (Expression of Interest) document, including all annexure, with supporting documents, shall be uploaded and digitally signed by authorized signatory.
7. The applicant should upload complete set of documents in support of Eligibility Criteria as mentioned in this document.
8. A payment Rs 1120/- (including GST), non-refundable towards "Processing Fee" must be made by the applicant in favour of Indian Railway Catering and Tourism Corporation at the time of submission of EOI. In case of non-submission of processing fee, the application will be summarily rejected.
9. Empanelment Fee (non-refundable): Rs. 1,18,000/- (inclusive of applicable GST) (To be deposited by the successful applicants only). The Successful applicants are required to deposit non-refundable Empanelment Fees within 7 days of issue of Intimation letter by IRCTC.
10. IRCTC reserves the right to call for submission of additional documents or any document etc required to be submitted as per EOI.
11. Any failure on the part of applicant to observe the prescribed procedure and any attempt to canvass for the empanelment shall render the applicant's applications liable for rejection.
12. IRCTC reserves the right to empanel any successful applicant (s) at its discretion and this will be binding on applicants.
13. IRCTC may terminate the empanelment if it is found that the applicant is black listed by any



of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

14. IRCTC reserves the right to reject any / all application or withdraw the application at any stage without assigning any reasons. Nothing contained herein shall confer right upon an applicant or any obligation upon IRCTC.
15. It would be desirable that prior to the submission of application, the applicant has made a complete and careful examination of the requirements and other information set forth in this empanelment document.
16. IRCTC shall not be liable for any mistake or error or negligence by the applicant in respect of the above.
17. The applicant may anytime withdraw their application of empanelment till the last date and time of submission, EMD of applicants will be refunded if already deposited.
18. The submission of any offer connected with this empanelment document shall constitute an undertaking that the applicant shall have no cause for claim, against IRCTC for rejection of the offer. IRCTC shall always be at liberty to reject or accept any offer at its sole discretion and any such action will not be called into question and the applicant shall have no claim in that regard against IRCTC.

Nonconformity: IRCTC may waive any minor nonconformity, or irregularity in a empanelment that does not constitute a material deviation, provided such waiver does not prejudice:

- a) One that limits in any substantial way the scope, quality, or performance.
 - b) One that limits, in any substantial way that is inconsistent with the empanelment documents, IRCTC rights or the successful applicants' obligations under the contract; and
 - c) One that the acceptance of which would unfairly affect the competitive position of other applicants who have submitted substantially responsive applications.
19. If an application is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the applicant by correction of the nonconformity. IRCTC's determination of application responsiveness will be based on the contents of application itself and any written clarifications sought by IRCTC in writing the response to which shall also in writing.
 20. During application Evaluation, IRCTC may at its discretion, ask the applicant (s) for clarification(s) regarding its application and documents submitted. The request for clarification and its response shall be in writing. Additional documents if any required connected to EOI will be requested by the evaluation committee and same need to be submitted by applicants.
 21. IRCTC reserves the right to terminate the empanelment 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.
 22. The applicants must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. Applications, which are not



complete in all respects as stipulated above, may be rejected.

23. Material deficiency in providing the information asked for may result in rejection of the proposal.

24. 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 Members of Institute: -

i) A Member of the Institute in practice shall generate Unique document identification number (UDIN) for all kinds of 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 at the relevant time: -

a) For all certificates w.e.f 1st Feb-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 Jul-2019

All applicants are directed to submit the certificate(s) issued by CA with UDIN is Mandatory.

2. Brief introduction to IRCTC

Indian Railway Catering and Tourism Corporation Ltd. (IRCTC) is a Public Sector Enterprise under Ministry of Railways. IRCTC was incorporated on 27th September, 1999 as an extended arm of the Indian Railways to upgrade, professionalize and manage the catering and hospitality services at stations, on trains and other locations and to promote domestic and international tourism through development of budget hotels, special tour packages, information & commercial publicity and global reservation systems.

IRCTC is also managing on Board Catering Services in some Rajdhani/Shatabdi/Duronto/Mail Express Trains and Static Catering Units such as Food Plazas, Fast Food units across at Railway stations. IRCTC also has its business presence in Non-Railway Catering at various Govt. and private institutions.

3. Organization structure

Corporate Office of IRCTC is situated at New Delhi, which is headed by the Chairman & Managing Director. Chairman & Managing Director is assisted by three Directors, Director (Catering Services), Director (Tourism & Marketing) and Director (Finance) and Group General Managers.

For smooth operations of the business across all over the country, five Zonal Offices are working at Delhi, Kolkata, Mumbai, Chennai and Secunderabad. South Zone & West Zone Offices are headed by Regional Director and all other Zonal Offices are headed by Group General Managers. All Group General Managers have vast experience of working in Indian Railways. These Zonal Offices are assisted by ten Regional Offices at Lucknow, Chandigarh, Jaipur, Bhubaneswar, Guwahati, Patna, Bhopal, Ahmedabad, Bangalore and Ernakulum, which are headed by Chief Regional Managers / Regional Managers.



Railways. These Zonal Offices are assisted by ten Regional Offices at Lucknow, Chandigarh, Jaipur, Bhubaneswar, Guwahati, Patna, Bhopal, Ahmedabad, Bangalore and Ernakulum, which are headed by Chief Regional Managers / Regional Managers.

3.1 Scope of E-Catering:

E-Catering project has been launched as a pilot project on e-Catering with IRCTC with the objective to facilitate passengers to book meals of their choice. The pilot project has been extended from time to time to cover more number of trains on Indian Railways. Based on response/feedback received from the passengers and the need to ensure provision of catering services to travelling passengers, it has been decided by the Ministry of Railways to proliferate this scheme on Stations so that passengers are able to get pre-ordered meals of their choice at stations.

Presently, station-based e-Catering is available at 409 stations including A1 & A Class Stations. The List of stations is enclosed as Annexure-B. The station-based E-Catering scheme may be extended to more number of stations/trains in future.

IRCTC has established a call center and has also operationalized E-Catering website www.e-Catering.irctc.co.in for this purpose. Passengers can now pre-order the meal from the different options available as per the choice, for delivery at the opted stations through the e-Catering (website, app & call center). The mode of payment in e-Catering shall be Pre-paid i.e. online payment as well as Pay on delivery (POD) basis. The shortlisted Food Aggregator shall deliver the pre-ordered meal to customer on stationary train at the opted station. The opted meal shall be communicated to the Food Aggregator through SMS as well as email at about 2 hours in advance of delivery time (Delivery time is the train arrival time on a particular station). The time may vary and will depend on cut-off time chosen by the aggregator.

The Short-listed Food Aggregator can provide meals through his catering units on PAN India basis. Each unit/location, requested by Food Aggregator, to be included for e- Catering project shall have all statutory licenses as required under the central/state laws and should comply with the laws of the land. The shortlisted entity may request for addition of more locations/units during the currency of the Short-listing. The shortlisted entity may supply food items under e-Catering project only from its approved (by IRCTC) locations/units to the stations in the reasonable vicinity of the said units.

4.Role of IRCTC and the Aggregator

Role of IRCTC

- 4.1 IRCTC will obtain unit/location details, along with contact information, for each location from the shortlisted Food Aggregators. Additionally, the Food Aggregator must provide information on their capacity for meal production and delivery. IRCTC reserves the right to prescribe both the menu and the rates for meals/combo meals.

Upon successful delivery of order, IRCTC will charge a service charge of 10% and an e-platform fee of 5% (inclusive of applicable GST), amounting to a total of 15% (10% and an e-platform fee of 5%) on the base price, will be levied on both POD and Prepaid orders. Payment reconciliation for both modes (Pay on Delivery [POD] and Prepaid orders) will be conducted by IRCTC on monthly basis. For POD orders, 15% (10% and an e-platform fee of 5%) of the order value



(inclusive of GST) will be deducted from the aggregator's RDS account. For Prepaid orders, 85% of the order value will be credited to the aggregator's RDS account by IRCTC. The aggregator can subsequently request to withdraw funds from their RDS account as needed. On the basis of reconciliation of Aggregator RDS, monthly payment is released after holding minimum RDS balance.

- 4.2 IRCTC reserves the right to de-list any of the location/unit during the currency of Short-listing on account of consistent public complaints and also non-compliance of any laws of the land.
- 4.3 IRCTC shall convey the list of approved stations for provision of e-Catering to shortlisted Food Aggregator. The Food Aggregator may choose stations on which he intends to provide e-Catering based on his locations.
- 4.4 IRCTC shall communicate (through mail & telecom or any other means) the details of the meal item/s, quantity, station, train, name of passenger/s, coach/berth, contact no. etc. to the Food Aggregator for proper delivery of meal in time. Aggregators are also required to monitor their respective dashboards periodically to track their orders.
- 4.5 IRCTC may permit to display the meal item & unit/brand of the Food Aggregator on the website for pre-ordering of meals by passengers. Decision of IRCTC shall be final and binding.
- 4.6 Food Aggregator on his own or through his authorized F&B operator shall have to deliver the prescribed pre-ordered meal to the passengers in stationary train. IRCTC may choose to appoint Delivery Aggregator at certain stations of its choice.
- 4.7 IRCTC will make requisition to the Food Aggregator with the meal composition, quantity, packing type & standard.
- 4.8 IRCTC may help the Food Aggregator in publicity of its e-Catering meal/location. IRCTC may during the course of implementation, provide stickers with IRCTC logo, message, barcode etc. to be affixed on the packet to be delivered to the passengers.

5. Role of the Food Aggregator

- 5.1 After receipt of Letter of short listing for provision of delivery of meals at the stations, the Food Aggregator will mobilize his resources and integrate with IRCTC e-catering platform both forward and reverse.
- 5.2 Food Aggregator will submit the location/s, contact details, menu with rates indicating of base price (10% as commission & 5% as e-platform fees) inclusive of applicable GST, for processing for uploading on the website. The base price shall be market driven.
- 5.3 Food Aggregator shall have to submit details such as availability of statutory licenses (FSSAI, GST etc), photographs of the unit, location & address etc. of F&B operator for approval by IRCTC to engage for e-Catering as & when required by IRCTC.
- 5.4 The menu rates and delivery/packaging charges (*Subject to fulfillment of conditions by IRCTC) to be offered by Food Aggregator shall be market driven.
- 5.5 IRCTC reserves the right not to include any specific menu item in the services.



- 5.6 Invoices are raised by IRCTC on behalf of food aggregator for the orders booked on IRCTC e-catering platforms. Invoices of such orders therefore, need not be raised by vendors/aggregator.
- 5.7 IRCTC shall communicate the pre-ordered meal selected by the passengers electronically. The Food Aggregator shall ensure delivery of meal to the passengers at coach of the stationary train at the Railway stations.
- 5.8 Food Aggregator or his authorized F&B operator shall deploy only authorized person for delivery of meals as required in compliance to the statutory rules, law etc. post issue of delivery pass by IRCTC Zonal Authorities
- 5.9 Food Aggregator shall ensure computer system and net connectivity either at each unit or a centralized location for all units. Aggregator shall be responsible for checking its system admin and keep track of order (and cancellations) as well train running status.
- 5.10 IRCTC will collect the payment in case of prepaid orders. After marking the order as delivered, 10% as commission & 5% as e-platform fees (inclusive of applicable GST) and 5% GST will be deducted by IRCTC for orders booked on its portal and rest amount will be credited to RDS account of respective aggregator.
- 5.11 Food Aggregator or its authorized F&B operator, as the case may be, will collect the payment from passenger at the time of delivery in case of POD orders. After marking the order as delivered, 10% as commission & 5% as e-platform fees (inclusive of applicable GST) for both reverse and forward orders and 5% GST (only for orders booked on IRCTC portal) will be deducted by IRCTC from the RDS of aggregator.
- 5.12 Payments of either mode will be reconciled on monthly basis and accounts will be settled.
- 5.13 Food Aggregator shall obtain necessary certificates/permissions as required by law such as food License, test reports for various food items etc. or as required as per the local regulations from the competent authorities for the units from where meals are to be supplied. In case of any offense Food Aggregator shall solely be responsible for its penalty and consequences. Food Aggregator shall be responsible for the compliance of the provisions of Food Safety and Standard Act, 2006 or any other amendments thereto.
- 5.14 Food Aggregator will indemnify IRCTC of any consequences arising out of quality, legal, statutory and other issues arising out of any act of Food Aggregator and/or its authorized F&B Operator.
- 5.15 Under the new GST regime, IRCTC is the deemed supplier in e-catering and liability of tax for orders booked on its portal lies with IRCTC. Invoice for such orders will be raised by IRCTC and will deposit the corresponding tax. Bill of supply will be raised by the aggregator.
- 5.16 Eco-friendly/Food Grade/bio-degradable packaging material should be used for supply of food items as far as possible. There are few products which are served in food grade plastic packaging e.g. Krushers, Rice bowl, Mojito etc., the same can be served in food grade packaging as per industry practice.
- 5.17 Food Aggregator shall not take orders for delivery of meals at Railway stations by any means/medium (website/phone/mobile app etc.) post work order issued by IRCTC for e-Catering project and shall not indulge in running any parallel business that will harm the



interest of IRCTC /Indian Railways. However, on request IRCTC may allow diversion of traffic from any other platform belonging to either a partner or non-partner of IRCTC. Under no circumstances generation of orders will be allowed on such platforms. Also, tab for diverting traffic will be prescribed by IRCTC which may include IRCTC/e-Catering Logo. IRCTC may also consider of systems of booking meals through e-Catering to expand the reach of Railway passengers. The decision of IRCTC shall be final and binding.

- 5.18 IRCTC reserves the right to inspect the Food Aggregator and its authorized F&B operator's premises, if deems so necessary, before including it in the service. IRCTC may also get the premises inspected through a third party, cost of which has to be borne by the aggregator.
- 5.19 Food Aggregator has to give an undertaking that they will redress any passenger grievances.
- 5.20 Food Aggregator has to give an undertaking that they shall not indulge in running any parallel business that will harm the interest of IRCTC /Indian Railways. Permission also needs to be sought from IRCTC regarding any association with train travel service, food delivery, any other app like paytm, any other platform etc.
- 5.21 Shortlisted Food Aggregator can change status of any unit/location of any of their authorized F&B operator, with a request to IRCTC at least one month in prior to affecting such change. However, all orders already received have to be honored.
- 5.22 The sole responsibility of depositing/getting deposited by its F&B operator, all the taxes with respective government authorities for e-Catering transactions is only of the Food Aggregator.
- 5.23 IRCTC reserves the right to disengage any of Food Aggregator's authorized F&B operator from the service without assigning any reasons for the same. In such case, aggregator also has to disengage the vendor from its platforms.
- 5.24 The applicant may apply for its own product/brands as well as brand/products for which it has franchisee rights. NOC from owning/franchisor brand to be submitted at the time of signing of the agreement.

6. EMD

Each applicant shall, simultaneous with submission of its profile/documents as part of its Eligibility criteria, furnish the EMD (refundable) for an amount of **Rs. 2,00,000/- (Rupees Two Lakh only)** exempted for MSE's/start-ups, via e-tendering website through E-payment and NEFT/RTGS mode in favor of 'Indian Railways Catering and Tourism Corporation Limited (IRCTC), payable at the city where EOI is being submitted, issued by a Nationalized/Scheduled Bank.

It is clarified that IRCTC shall not be liable to pay any interest on the EMDs provided by the applicant.

Any application not accompanied by the EMD shall be rejected by IRCTC as non-responsive and will be summarily rejected.

The EMD shall be refunded without interest to the applicants whose applications are rejected for empanelment.



For the applicants who are shortlisted as Food Aggregator through this EOI process, the EMD shall be retained as SD (Security deposit) & shall be refunded without interest only after successful completion of the tenure of the short-listing.

Successful MSE's/Startup shall be required to submit SD (Security deposit) of **Rs. 2,00,000/- (Rupees Two lakh only)**, through Demand Draft, e-payment and NEFT/RTGS mode in favor of 'Indian Railways Catering and Tourism Corporation Limited (IRCTC), payable at the city where EOI is being submitted, issued by a Nationalized/Scheduled Bank & shall be refunded without interest only after successful completion of the tenure of the short-listing.

Details of the account for submission of Security Deposit shall be mentioned in the letter of empanelment issued by IRCTC.

7. Period of Short-listing

The period of the short-listing shall be 3 years. However, IRCTC reserves the right to review the performance of shortlisted Food Aggregator and to take suitable action on observing default/deficiency in service etc. including but not limited to imposing fine or de-short-listing the Food Aggregator with consequential debarment from the future projects/tenders of IRCTC for a period for 1 year

There will be a lock in period of one year. The shortlisted Food Aggregator may withdraw its services after submitting a written request only after completion of one year for which he will give 30 days' notice. However, all orders booked in advance shall have to be honored by the Food Aggregator. In case of failure to honor the advance booked order, the Food Aggregator shall solely be responsible for its consequences. In case of withdrawal before lock in period the SD will be forfeited.

8. General Conditions

IRCTC reserves the right to terminate the EOI process at any stage and will not be responsible for any loss or damages which the applicant may incur in the process. The application can be rejected without assigning any reason. Conditional/telegraphic application shall not be entertained. All the pages of the EOI document, duly stamped and signed by the bidder(s) should be submitted in original, unless specified otherwise, in their respective envelopes. In order to widen the Short-listing so as to ensure inclusion of new Food Aggregator, the EOI, will be open throughout the year and can be submitted on any working day. ***In case the applicant 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 or rejection of application for short listing through this EOI process, it shall not be entitled to any compensation whatsoever.***

In the event of any dispute or difference arising under the conditions of agreement or in connection with the agreement (except as to any matters, the decision of which is specifically provided for by these or the special conditions) the same will be resolved amicably by both parties. However, in case parties fail to solve the dispute within 30 days, then the dispute will be referred to Arbitration, to be conducted through sole Arbitrator to be appointed by CMD/IRCTC. The arbitration proceedings shall be conducted as per the provisions of 'The Arbitration and Conciliation Act-1996'. The decision of arbitrator so appointed shall be final and binding on both the parties. The Fee & expenses of the



arbitration Tribunal shall be shared jointly in equal proportion by the parties. The arbitration shall be held exclusively at New Delhi.

In the event of any breach of the said terms and conditions of the short-listing, IRCTC shall be entitled to forfeit the SD besides de- short-listing and debarring the Food Aggregator from participating in the future projects of IRCTC for a period of 1year.

IRCTC at their discretion may call for any record in relation to this short-listing process and applicant will provide every help, failing which it may amount to breach of condition of the short-listing.

The Food Aggregator shall comply with any other instructions issued by IRCTC from time to time within a reasonable time, as may be felt necessary. IRCTC may conduct inspection of the unit and the short listing shall also depend on the condition that the unit should match the standards for supply of meals to passengers. In case, the unit is not found suitable for supply of meal then, the Food Aggregator shall have to improve and make up the deficiency as stipulated standard by IRCTC.

The Food Aggregator and/or its F&B operator should have GST registration for the location for which he is submitting the application.

The Food Aggregator or its authorized F&B operator should have all certificates via FSSAI license, GST registration or any other license/registration required as per law of the land for the unit from where the delivery of food is to be done.

IRCTC reserves the right to engage one or more food aggregator/vendor for delivery of food at a particular station. IRCTC reserves the right to amend any clause of the EOI and also to add fresh clauses from time to time.

It is desirable that Food Aggregator must have in house tech team for supporting their web portal.

It is desirable that Food Aggregator must have Call center for handling day to day operation of e-Catering.

IRCTC shall not be liable to the Food Aggregator or its F&B operator for any of the following types of losses or damage arising out of delivery of food through e-Catering whether in contract or not (including any liability for negligence howsoever arising out of or in connection with the performance of IRCTC's obligations in the provision of e-Catering services):-

- i) Loss of revenue, business, anticipated savings or profits; or
- ii) Any indirect or consequential loss how so ever arising.

IRCTC will not be liable to pay any compensation if any error occurs due to any technical or manual fault at the end of the e-Catering web server/call center. The Food Aggregator has agreed to indemnify IRCTC against all such claims.

The Food Aggregator shall be solely responsible for lapses, violation and non-compliance, if any of all statutory dues etc.

The Food Aggregator hereby agrees to keep indemnified and hold harmless IRCTC and its Directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses, charge-backs and proceedings connected with the implementation of this Contract or



arising from any breach or non-compliance whatsoever by the Company or any of the person deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or without premises.

The Food Aggregator deemed to be for all legal and contractual purposes, as the employer of the staff employed by him/her or his authorized operator for carrying out this contract will not have any claim for employment in IRCTC at a future date.

The Short-listed Aggregator shall be required to execute an agreement enclosed as **Annexure-D** on non-judicial stamp paper of Rs. 100/-. Cost of the stamp paper will be borne by the applicant.

The Courts at New Delhi shall have exclusive jurisdiction to decide any dispute relating to EOI.

All disputes are governed by Law of India.



Format for covering letter

**IRCTC Ltd.
Corporate Office,
4th Floor, Tower D, World Trade Centre,
Nauroji Nagar,
New Delhi- 110029.**

Subject: Expression of interest of short-listing as Food Aggregator for provision of supply & delivery of pre-ordered meals on trains.

- a) I/We____(name of the authorized signatory) on behalf of_____(name of the applicant)_____offer our interest for short-listing as Food Aggregator for supply of pre-ordered meals through e-Catering.
- b) I/We hereby bind myself/ourselves to complete all the formalities from time to time as required after the short-listing.
- c) I / We hereby understand that the submission of expression of interest does not guarantee short-listing.
- d) I/We understand that if any information, document is found incorrect/false at any stage, the empanelment shall stand cancelled and Empanelment Fee shall be forfeited.
- e) I / We solemnly declare that to the best of my/our knowledge and belief, the information even in this application form and the annexure and statements accompanying are correct, complete and truly stated and also that we shall be bound by the acts of my/our duly constituted attorney.
- f) I / We further understand that in case of any information submitted by me / us being found to be incorrect either before or even after the Short-listing, IRCTC will have the right to summarily reject the application, cancel the Short-listing or revoke the same with forfeiture of Security Deposit including debarment for a period of 1 year at any time without assign in gamy reason whatsoever.
- g) IRCTC and its representatives are here by authorized to conduct any checks or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this expression of interest.
- h) It is understood that this is not a tender form but empanelment process and no business is guaranteed by IRCTC, on qualifying eligibility criteria.

The following person(s) may be contacted for any information or clarifications relating to his application:

Name: _____ Designation: _____

Telephone: _____ Mobile: _____

E-mail: _____

I/We do hereby confirm that I/we have the necessary authority and approval to submit this expression of interest for delivery of meals at stations through e-Catering.

Thanking you

Yours sincerely

(Authorized Signatory)

Name

Designation and seal

Name of the company and address:

Telephone & Fax:

Mobile:

Email:



Eligibility Criteria for Empanelment in E-Catering

SN	Technical Criteria	Details	Page Nos.
		(to be filled by the Applicant)	
General Information of the Applicant			
1.	Name and full address of the Applicant with Telephone, e-mail, Fax Number(s) and Contact Person.		
1A)	Name and address of the Location/s with corresponding Railway Station/s. Please name all stations in a city/town intended to be served by each location.		
2.	Details of EMD-Rs.2.00lakh, (Waived for MSE's/start-up), via Tender Wizard through E-payment and./NEFT/RTGS mode, in favor of IRCTC Ltd., being submitted.		
3	Status of the Applicant: - Company/Partnership Firm/proprietor/HUF/section 25 company- Please Specify		
4.	In case of Company - Please enclose Memorandum and Articles of Association Along with certificates of incorporation.		
5.	In case of Firm, registered under the Partnership Act., 1932 - Please enclose details of partners along with certificate of registration, details of their business and partnership deed etc. duly attested by Notary		
6.	In case of HUF - relevant documents Supporting HUF may be submitted		
7	In case of Proprietor-self declaration may be submitted		
8	Permanent Account Number (PAN)-Copy of PAN Card		
	Mandatory Criteria		
1	In case of MSE's/Start-up firm-DIPP/DPIT Start Up Recognition certificate from Government of India, MSEs Udyam Registration certificate.		



2.	<p>Should have tie-up with minimum 20 F&B vendors (non-railway) in 20 different cities/locations.</p> <p>Enclose: I)Valid agreements/MoU with the F&B Vendors (non railway) to this effect along with the valid FSSAI licenses of all such F&B operators.</p> <p style="text-align: center;">AND</p> <p>ii)Certificate by Chartered Accountant indicating Commission/Service Charge/Royalty etc, received from F&B vendors(non Railway) in 20 cities with 20 F&B vendors as per Annexure-A1</p>		
3.	<p>Minimum 1(one) year experience(in case of MSE's/startup firm-03 Months) i.e. till the end of the month prior to the date of submission of application of current FY</p> <p>Enclose Certificate by Chartered Accountant as per Annexure-A1, Enclose Udyam certificate in case of MSE's.</p>		
4.	<p>Minimum Annual Turn Over of Rs.25.00 lakh in the last completed Financial Year 2023-24 from Catering business i.e. commission earned through vendors under the applicant, involved in food production and delivery through e-commerce platform.</p> <p>Enclose copy of balance sheet and P&L account certified by a Chartered Accountant and certificate by CA as per Annexure-A2. The Balance sheet/profit & loss account/annual report must indicate clearly commission earned through delivery of meals through e-commerce portal/allied platforms. FY 2023-24 audited P&L and Balance sheet may be submitted.</p> <p>In case of MSE's/Start Up firm the Minimum Annual Turn Over of Rs. 6.25 lakh for last three months earned from Catering business i.e. commission earned through vendors under the applicant, involved in food production and delivery through e-commerce platform.</p> <p>To authenticate the Minimum annual turnover, CA certificate may be submitted wherein CA must indicate clearly commission earned</p>		



	<p>through delivery of meals through e-commerce portal/allied platforms for the past three months.</p> <p style="text-align: center;">OR</p> <p>Applicant should have GMV (Gross Merchandise Value) of more than Rs. 2 crores in the last completed Financial Year 2023-24. GMV is the total sales value for cooked food sold through a particular market place over a certain FY. GMV for e-commerce retail companies means sale price charged to the customer multiplied by the number of items sold. For example, if a single vendor under an applicant sells 10 meals at Rs100,the GMV is Rs 1,000</p> <p>Enclose Statement certified by Chartered Accountant and certificate of CA for FY 2023-24 and Annexure-A2</p> <p>In case of MSE's/Start Up Firm applicant should have GMV (Gross Merchandise Value) of more than Rs. 50 Lakh in the last 03 months.</p> <p>Enclose Statement certified by Chartered Accountant for claiming the GMV of past three months and Annexure-A2.</p> <p>**Enclose Audited copy of P&L Account and Balance sheet, (Audited Account is mandatory in case of company. For Limited Liability Partnership (LLP) account audited is required if sales turnover exceeds Rs.40 lakhs or capital contribution exceed Rs.25 lakhs. For proprietorship audit is required if annual sales turnover exceed 1 crore or annual gross receipt exceeds Rs. 25 lakhs). In case audit is not mandatory enclose the copy of Balance sheet and P&L account certified by Chartered Accountant. The P&L account must indicate clearly commission earned through delivery of meals through e-commerce portal/Allied platforms.</p>		
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5.	Applicant should have delivered minimum 75,000 orders in last one year or 18,750 orders for MSE's/startup firm i.e till the end of the month prior to the date of submission of application of current FY. Enclose Statement certificate by Chartered Accountant.		
6.	Certificate under the letter-head of the Chartered accountant stating that the applicant has not defaulted on any bank/financial institution loans in the past; there are no statutory dues and undisputed liabilities as per Annexure A-3		
7.	Copy of GST registration certificate		

****NOTE**

All documents/certificates issued by CA must have UDIN. As per Gazettes Notification no. 1-CA (7)/192/2019 dt.02.08.2019, UDIN is mandatory w.e.f. 1st July,2019

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

I / We further understand that in case of any information submitted by me / us being found to be incorrect either before or even after the Short-listing, IRCTC will have the right to summarily reject the application, cancel the Short-listing or revoke the same with forfeiture of Security Deposit including debarment for a period of 1 (one) year at anytime without assigning any reason whatsoever.

Dated:_____
(Signature of the Applicant)

SEAL



Annexure-A1

Certificate by Chartered Accountant indicating Commission / Service Charge / Royalty etc. received
(for Sr.No.2 and 3 of Mandatory Criteria of Annexure-A)

S.no.	Name Of Vendor /brand	City and Location	FSAAI License no. issued to vendor	Amount (in Rs.) Commission / Service Charge / Royalty etc. received	Period	
					From	To

CA Name & Signature
Membership Number
UDIN no,



Certificate by Chartered Accountant in Original on their Letter Head

This is to certify that I/we have verified the books of accounts of M/s _____ (Firm's Name) and certify the following facts and figures:

Non start up Firm:

Sales Turnover in last financial year i.e FY 2023-24 : _____

or

GMV (Gross Merchandise Value) in last financial year i.e. FY 2023-24: _____

MSE's/Start-Up Firm:

Sales Turnover in last three months i.e. till the end of the month prior to the date of submission of application of current FY) _____.

or

GMV (Gross Merchandise Value) in last three months i.e. till the end of the month prior to the date of submission of application of current FY) _____

Note:-

- 1.) It may please be noted in case information given above is found to be false at any stage of execution, empanelment will be terminated.

**CA Name & Stamp
Membership Number
UDIN Number**



Certificate by Chartered Accountant in Original on their Letter Head

To Whom It May Concern

This is to certify that I, [Name of Chartered Accountant], a Chartered Accountant with Membership Number [Membership Number], have verified the financial records of [Firm's Name], Address at [Applicant's Address] having PAN [Firm's PAN]

Based on my examination of the relevant financial documents and records provided by the applicant, I hereby confirm the applicant as not defaulted on any bank/financial institution loans in the past; there are no statutory dues and undisputed liabilities as on the date of signing of this certificate.

Note: -

It may please be noted in case information given above is found to be false at any stage of execution, Empanelment will be terminated.

CA Name & Stamp
Membership Number
UDIN Number



General instructions to Applicants

9. General instructions as per E-Tender wizard are placed at SN-2.

1. All the pages of this EOI document should be duly signed and stamped by the Authorized signatory of the applicant. **Board Resolution for authorization to authorized signatory should been closed.**
2. The EOI document should be uploaded incomplete with all pages.
3. IRCTC will not accept liability of any nature whatsoever resulting from negligence or otherwise caused arising from reliance of any applicant upon the statements contained in this EOI.
4. 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 EOI.
5. 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 EOI 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 this document may be addressed any of the office as indicated at **Clause 8A** below.
6. No over writing/cutting/insertion in the EOI application document is allowed. The Application once submitted would be binding on the applicant and any subsequent alteration/amendment will not be entertained.
7. Applicant shall be solely responsible for compliance with applicable laws of State and Central such as GST Law, Provident Fund Law, Labor Law, ESI, EPF, Minimum wage, bonus etc or any other law of the land and registration/approval from statutory authority, as applicable.
8. Laws of the Republic of India are applicable to this EOI and subject to the Jurisdiction of Courts situated at Delhi.

10.Submission of EOI

Applicant can submit EOI at <http://www.tenderwizard.com/IRCTC>
Nodal Officer – Shri Naveen Verma, +91 8287930697

11.EOI evaluation

1. The experience and financial criteria of the bidding entity only shall be taken into consideration for assessment and evaluation.
2. IRCTC will open the sealed envelope and determine whether the application is responsive to the Eligibility requirements of the EOI.
3. If any of the Eligibility criteria is not fulfilled, in any manner what so ever, the application shall be liable to be treated as non-responsive. The decision of IRCTC as to responsiveness of an application shall be final and conclusive and binding on the applicant and shall not be called into question by any applicant on any ground whatsoever.
4. IRCTC may conduct inspection of units/location requested for short-listing to evaluate their fitness for Short-listing.
5. IRCTC, without being under any obligation to do so, reserves the right to call for any clarifications during the process of checking of responsiveness of application and to reject any application which is non-responsive. However, no bidder shall have the right to give any



clarification unless asked for by IRCTC or to request either IRCTC and/or any ministry order apartment, authority or body whether statutory or non-statutory, of the Government that may be concerned or connected, in any manner whatsoever, with this Short-listing Process, to intervene in, any manner whatsoever, in the Short-listing Process.

6. Not with standing anything to the contrary contained in this EOI, IRCTC may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in application that does not constitute a material deviation, and that does not prejudice or affect the relative position of any applicant, provided it conforms to all the terms, conditions of the Short-listing documents without any material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects, in any substantial way, the scope, quality or performance of the contract; (ii) that limits, in any substantial way, inconsistent with the Short-listing documents, IRCTC's rights or the Successful applicant obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Applicants, who are presenting responsive application.

Date and Place:

Name & Designation:

Name of the Applicant with seal



“Annexure-B”

Sr. No.	Name of Station	Railway	Stn Code	Station Category	IRCTC Zone
1	BHUBANESWAR	ECOR	BBS	A-1	EZ
2	VISAKHAPATNAM	ECOR	VSKP	A-1	EZ
3	MUGHALSARAIJN.	ECR	MGS	A-1	EZ
4	PATNAJN.	ECR	PNBE	A-1	EZ
5	HOWRAH	ER	HWH	A-1	EZ
6	SEALDAH	ER	SDAH	A-1	EZ
7	GUWAHATI	NFR	GHY	A-1	EZ
8	NEWJALPAIGURI	NFR	NJP	A-1	EZ
9	BILASPURJN	SECR	BSP	A-1	EZ
10	KHARAGPUR	SER	KGP	A-1	EZ
11	ALLAHABAD	NCR	ALD	A-1	NZ
12	KANPURCENTRAL	NCR	CNB	A-1	NZ
13	GORAKHPURJN.	NER	GKP	A-1	NZ
14	AMRITSAR	NR	ASR	A-1	NZ
15	ANANDVIHAR TERMINAL	NR	ANVT	A-1	NZ
16	DELHIJN.	NR	DLI	A-1	NZ
17	H.NIZAMUDDIN	NR	NZM	A-1	NZ
18	CHANDIGARH	NR	CDG	A-1	NZ
19	LUDHIANA	NR	LDH	A-1	NZ
20	NEWDELHI	NR	NDLS	A-1	NZ
21	VARANASI	NR	BSB	A-1	NZ



22	JAIPUR	NWR	JP	A-1	NZ
23	SECUNDERABADJN	SCR	SC	A-1	SCZ
24	TIRUPATI	SCR	TPTY	A-1	SCZ
25	VIJAYAWADA	SCR	BZA	A-1	SCZ
26	CHENNAI CENTRAL	SR	MAS	A-1	SZ
27	CHENNAIEGMORE	SR	MS	A-1	SZ
28	ERNAKULAMJN	SR	ERS	A-1	SZ
29	KOZHIKKODE	SR	CLT	A-1	SZ
30	MADURAIJN	SR	MDU	A-1	SZ
31	THRISUR	SR	TCR	A-1	SZ
32	TIRUVANANTHAPURAM CENTRAL	SR	TVC	A-1	SZ
33	BANGALORECITY	SWR	SBC	A-1	SZ
34	YESVANTPUR	SWR	YPR	A-1	SZ
35	AGRACANTT	NCR	AGC	A-1	WZ
36	GWALIOR	NCR	GWL	A-1	WZ
37	JHANSI	NCR	JHS	A-1	WZ
38	BHOPAL	WCR	BPL	A-1	WZ
39	AHMEDABAD	WR	ADI	A-1	WZ
40	MUMBAICENTRALMAIN	WR	BCT	A-1	WZ
41	NAGPUR	CR	NGP	A-1	WZ
42	PUNE	CR	PUNE	A-1	WZ
43	SURAT	WR	ST	A-1	WZ
44	LUCKNOWJN.	NER	LJN	A-1	NZ
45	VADODARA	WR	BRC	A-1	WZ
46	LUCKNOW	NR	LKO	A-1	NZ
47	BHAGALPUR	ER	BGP	A-1	EZ
48	PURI	ECOR	PURI	A-1	EZ



49	DARBHANGAJN.	ECR	DBG	A-1	EZ
50	DHANBAD	ECR	DHN	A-1	EZ
51	GAYAJN.	ECR	GYA	A-1	EZ
52	MUZAFFARPURJN.	ECR	MFP	A-1	EZ
53	RAIPUR	SECR	R	A-1	EZ
54	TATANAGAR	SER	TATA	A-1	EZ
55	CHHAPRAJN.	NER	CPR	A-1	NZ
56	AMBALACANTT.JN.	NR	UMB	A-1	NZ
57	BAREILLY	NR	BE	A-1	NZ
58	DEHRADUN	NR	DDN	A-1	NZ
59	HARIDWAR	NR	HW	A-1	NZ
60	JAMMUTAWI	NR	JAT	A-1	NZ
61	AJMER	NWR	AIJ	A-1	NZ
62	JODHPURCANTT	NWR	JUCT	A-1	NZ
63	HYDERABAD	SCR	HYB	A-1	SCZ
64	KACHEGUDA	SCR	KCG	A-1	SCZ
65	COIMBATOREJN	SR	CBE	A-1	SZ
66	CSTMUMBAI	CR	CSTM	A-1	WZ
67	DADAR	CR	DR	A-1	WZ
68	KALYAN	CR	KYN	A-1	WZ
69	LOKMANYATILAK(T)	CR	LTT	A-1	WZ
70	SOLAPUR	CR	SUR	A-1	WZ
71	THANE	CR	TNA	A-1	WZ
72	MATHURAJN	NCR	MTJ	A-1	WZ
73	JABALPUR	WCR	JBP	A-1	WZ
74	BANDRATERMINUS	WR	BDTS	A-1	WZ



75	RAJKOT	WR	RJT	A-1	WZ
76	SAHARANPURJN.	NR	SRE	A	NZ
77	KALKA	NR	KLK	A	NZ
78	JAGADHRI	NR	JUD	A	NZ
79	PATIALA	NR	PTA	A	NZ
80	RAJPURAJN.	NR	RPJ	A	NZ
81	SIRHINDJN.	NR	SIR	A	NZ
82	TAMBARAM	SR	TBM	A	SZ
83	BATHINDAJUNCTION	NR	BTI	A	NZ
84	DUMDUM	MR	KDMI	A	EZ
85	PANVEL	CR	PNVL	A	WZ
86	ARAKKONAMJN	SR	AJJ	A	SZ
87	GHAZIABAD	NR	GZB	A	NZ
88	BARDDHAMAN	ER	BWN	A	EZ
89	NAIHATI JN.	ER	NH	A	EZ
90	ESPLANADE	MR	KESP	A	EZ
91	SONIPAT	NR	SNP	A	NZ
92	NAVSARI	WR	NVS	A	WZ
93	INDORE	WR	IND	A	WZ
94	MORADABAD	NR	MB	A	NZ
95	VALSAD	WR	BL	A	WZ
96	BANDEL	ER	BDC	A	EZ
97	CHENGALPATTUJN.	SR	CGL	A	SZ
98	BHARUCH	WR	BH	A	WZ
99	UJJAIN	WR	UJN	A	WZ
100	ANAND	WR	ANND	A	WZ
101	KOLLAMJN	SR	QLN	A	SZ
102	NADIAD	WR	ND	A	WZ
103	ROHTAK	NR	ROK	A	NZ
104	TIRUCHCHIRAPPALLIJN	SR	TPJ	A	SZ
105	MYSORE	SWR	MYS	A	SZ
106	REWARI	NWR	RE	A	NZ
107	GUNTURJN.	SCR	GNT	A	SCZ
108	FARIDABAD	NR	FDB	A	NZ
109	ASANSOL	ER	ASN	A	EZ
110	NASIKROAD	CR	NK	A	WZ
111	ALIGARH	NCR	ALJN	A	NZ
112	DELHISHAHADRA	NR	DSA	A	NZ
113	BALLABGARH	NR	BVH	A	NZ
114	VAPI	WR	VAPI	A	WZ



115	RATLAM	WR	RTM	A	WZ
116	KATIHARJN	NFR	KIR	A	EZ
117	KOTA	WCR	KOTA	A	WZ
118	PANIPAT	NR	PNP	A	NZ
119	BHUSAWAL	CR	BSL	A	WZ
120	GONDIA	SECR	G	A	EZ
121	HUBLI	SWR	UBL	A	SZ
122	KANNUR	SR	CAN	A	SZ
123	JALANDHARCITY	NR	JUC	A	NZ
124	ARAJN.	ECR	ARA	A	EZ
125	UNNAO	NR	ON	A	NZ
126	SAMASTIPURJN.	ECR	SPJ	A	EZ
127	NANDED	SCR	NED	A	SCZ
128	DURGAPUR	ER	DGR	A	EZ
129	GURGAON	NR	GGN	A	NZ
130	HAJIPURJN.	ECR	HJP	A	EZ
131	GONDAJN.	NER	GD	A	NZ
132	DURG	SECR	DURG	A	EZ
133	ANKLESHWAR	WR	AKV	A	WZ
134	BANGARPET	SWR	BWT	A	SZ
135	KATNI	WCR	KTE	A	WZ
136	GULBARGA	CR	GR	A	WZ
137	AKOLA	CR	AK	A	WZ
138	MEERUTCITY	NR	MTC	A	NZ
139	ERODEJN	SR	ED	A	SZ
140	RAJENDRANAGAR(T)	ECR	RJPB	A	EZ
141	THANJAVURJN	SR	TJ	A	SZ
142	LONAVALA	CR	LNL	A	WZ
143	MANGALORECENTRAL	SR	MAQ	A	SZ
144	JALGAON	CR	JL	A	WZ
145	SHAHJAHANPUR	NR	SPN	A	NZ
146	KOTTAYAM	SR	KTYM	A	SZ
147	SIWANJN.	NER	SV	A	NZ
148	MIRAJ	CR	MRJ	A	WZ
149	CUTTACK	ECOR	CTC	A	EZ
150	JASIDIH	ER	JSME	A	EZ
151	MANMAD	CR	MMR	A	WZ
152	TENALIJN.	SCR	TEL	A	SCZ
153	SALEMJN	SR	SA	A	SZ
154	BHIWANI	NWR	BNW	A	NZ



155	AURANGABAD	SCR	AWB	A	SCZ
156	HABIBGANJ	WCR	HBJ	A	SZ
157	RANCHI	SER	RNC	A	EZ
158	ALUVA	SR	AWY	A	SZ
159	VIDISHA	WCR	BHS	A	WZ
160	ITARSI	WCR	ET	A	WZ
161	BUXAR	ECR	BXR	A	EZ
162	PARBHANIJN.	SCR	PBN	A	SCZ
163	KAZIPETJN.	SCR	KZJ	A	SCZ
164	PATNASAHIBJN.	ECR	PNC	A	EZ
165	KHANDWA	CR	KNW	A	WZ
166	MALDATOWN	ER	MLDT	A	EZ
167	PALAKKADJN.	SR	PGT	A	SZ
168	VADAKARA	SR	BDJ	A	SZ
169	ALWAR	NWR	AWR	A	NZ
170	DELHICANTT.	NR	DEC	A	NZ
171	DAUND	CR	DD	A	WZ
172	HISAR	NWR	HSR	A	NZ
173	KARNAL	NR	KUN	A	NZ
174	MUZAFFARNAGAR	NR	MOZ	A	NZ
175	NAGDA	WR	NAD	A	WZ
176	TIRUPPUR	SR	TUP	A	SZ
177	RAMPURHAT	ER	RPH	A	EZ
178	SATNA	WCR	STA	A	WZ
179	THALASSERY	SR	TLY	A	SZ
180	SAWAIMADHOPUR	WCR	SWM	A	WZ
181	VIZIANAGARAM	ECoR	VZM	A	EZ
182	SHORANURJN.	SR	SRR	A	SZ
183	WARANGAL	SCR	WL	A	SCZ
184	ERNAKULAMTOWN	SR	ERN	A	SZ
185	KOLHAPUR	CR	KOP	A	WZ
186	DELHISARAIROHILLA	NR	DEE	A	NZ
187	BRAHMAPUR	ECoR	BAM	A	EZ
188	DANAPUR	ECR	DNR	A	EZ
189	PHULERA	NWR	FL	A	NZ
190	MAUJN.	NER	MAU	A	NZ
191	SAHARSAJN.	ECR	SHC	A	EZ
192	ETAWAH	NCR	ETW	A	NZ
193	TIRUR	SR	TIR	A	SZ
194	HAPUR	NR	HPU	A	NZ



195	KHURDAROAD	ECoR	KUR	A	EZ
196	RAJAHMUNDRY	SCR	RJY	A	SCZ
197	DEORIASADAR	NER	DEOS	A	NZ
198	BINA	WCR	BINA	A	SZ
199	NELLORE	SCR	NLR	A	SCZ
200	KRISHNARAJAPURAM	SWR	KJM	A	SZ
201	HARDOI	NR	HRI	A	NZ
202	MORENA	NCR	MRA	A	WZ
203	WARDHA	CR	WR	A	WZ
204	GUDURJN.	SCR	GDR	A	SCZ
205	ROURKELA	SER	ROU	A	EZ
206	KATPADI	SR	KPD	A	SZ
207	GUNTAKALJN.	SCR	GTL	A	SCZ
208	TIRUNELVELIJN	SR	TEN	A	SZ
209	KHAGARIAJN.	ECR	KGG	A	EZ
210	DAVANGERE	SWR	DVG	A	SZ
211	BARABANKI	NR	BBK	A	NZ
212	SHEGAON	CR	SEG	A	WZ
213	RAE-BARELIJN.	NR	RBL	A	NZ
214	ALAPPUZHA	SR	ALLP	A	SZ
215	CHIRALA	SCR	CLX	A	SCZ
216	BAKHTIYARPURJN.	ECR	BKP	A	EZ
217	BARAUNIJN.	ECR	BJU	A	EZ
218	BHILAIPOWERHOUSE	SECR	BPHB	A	EZ
219	BANDA	NCR	BNDA	A	WZ
220	MAIHAR	WCR	MYR	A	WZ
221	KHAMMAM	SCR	KMT	A	SCZ
222	RAJNANDGAON	SECR	RJN	A	EZ
223	BANGALORECANTT.	SWR	BNC	A	SZ
224	DEHRI-ON-SONE	ECR	DOS	A	EZ
225	MADHUPUR	ER	MDP	A	EZ
226	ONGOLE	SCR	OGL	A	SCZ
227	BALLIA	NER	BUI	A	NZ
228	CHANDAUSI	NR	CH	A	NZ
229	BANDIKUI	NWR	BKI	A	NZ
230	CHALISGAON	CR	CSN	A	WZ
231	SAUGOR	WCR	SGO	A	WZ
232	BALASORE	SER	BLS	A	EZ
233	BADNERA	CR	BD	A	WZ
234	BELLARY	SWR	BAY	A	SZ



235	ROORKEE	NR	RK	A	NZ
236	UDHANA	WR	UDN	A	WZ
237	RAMPUR	NR	RMU	A	NZ
238	BHARATPUR	WCR	BTE	A	SZ
239	BASTI	NER	BST	A	NZ
240	JHARSUGUDA	SER	JSG	A	EZ
241	NIZAMABAD	SCR	NZB	A	SCZ
242	CHENGANNUR	SR	CNGR	A	SZ
243	BELGAUM	SWR	BGM	A	SZ
244	FAIZABAD	NR	FD	A	NZ
245	RAIGARH	SECR	RIG	A	EZ
246	DALTONGANJ	ECR	DTO	A	EZ
247	MEERUTCANTT.	NR	MUT	A	NZ
248	MAHESANA	WR	MSH	A	WZ
249	AGRAFORT	NCR	AF	A	WZ
250	SASARAMJN.	ECR	SSM	A	EZ
251	KAYANKULAMJN	SR	KYJ	A	SZ
252	KOLKATATERMINAL	ER	KOAA	A	EZ
253	JAMALPUR	ER	JMP	A	EZ
254	TUNI	SCR	TUNI	A	SCZ
255	RAICHUR	SCR	RC	A	SCZ
256	CHAMPAJN.	SECR	CPH	A	EZ
257	NARKATIAGANJJN.	ECR	NKE	A	EZ
258	PAYYANNUR	SR	PAY	A	SZ
259	FIROZPURCANTT.	NR	FZR	A	NZ
260	KODERMA	ECR	KQR	A	EZ
261	BAPUDHAMMOTIHARI	ECR	BMKI	A	EZ
262	RAUXAULJN.	ECR	RXL	A	EZ
263	HOSHANGABAD	WCR	HBD	A	SZ
264	TUNDLA	NCR	TDL	A	NZ
265	BETIAH	ECR	BTH	A	EZ
266	PATHANKOT	NR	PTK	A	NZ
267	NAGERCOILJN	SR	NCJ	A	SZ
268	KASARGOD	SR	KGQ	A	SZ
269	KANHANGAD	SR	KZE	A	SZ
270	SAMALKOTJN.	SCR	SLO	A	SCZ
271	BHAVNAGARTERMINUS	WR	BVC	A	WZ
272	HANUMANGARHJN.	NWR	HMH	A	NZ
273	BOKAROSEELCITY	SER	BKSC	A	EZ
274	BIKANER	NWR	BKN	A	NZ



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275	GOMOHJN.	ECR	GMO	A	EZ
276	KENGERI	SWR	KGI	A	SZ
277	KUMBAKONAM	SR	KMU	A	SZ
278	RAJAKIMANDI	NCR	RKM	A	WZ
279	VERAVAL	WR	VRL	A	WZ
280	DAMOH	WCR	DMO	A	SZ
281	SULTANPUR	NR	SLN	A	NZ
282	MIRZAPUR	NCR	MZP	A	NZ
283	UDAIPURCITY	NWR	UDZ	A	NZ
284	LALITPUR	NCR	LAR	A	WZ
285	SURENDRANAGAR	WR	SUNR	A	WZ
286	BIJAPUR	SWR	BJP	A	SZ
287	SHIMOGATOWN	SWR	SMET	A	SZ
288	JALNA	SCR	J	A	SCZ
289	VILLUPURAMJN.	SR	VM	A	SZ
290	FATEHPUR	NCR	FTP	A	NZ
291	ELURU	SCR	EE	A	SCZ



292	PHAPHUND	NCR	PHD	A	NZ
293	ANANTAPUR	SCR	ATP	A	SCZ
294	AMRAVATI	CR	AMI	A	WZ
295	SRIGANGANAGAR	NWR	SGNR	A	NZ
296	BETUL	CR	BZU	A	WZ
297	PHAGWARA	NR	PGW	A	NZ
298	TADEPALLIGUDEM	SCR	TDD	A	SCZ
299	CHITTORGARHJN.	WR	COR	A	WZ
300	JAMNAGAR	WR	JAM	A	WZ
301	BURHANPUR	CR	BAU	A	WZ
302	TIRUVALLA	SR	TRVL	A	SZ
303	KAMAKHYA	NFR	KYQ	A	EZ
304	CHITRAKUTDHAMK ARWI	NCR	CKTD	A	NZ
305	PIPARIYA	WCR	PPI	A	WZ
306	PURNEAJN	NFR	PRNA	A	EZ
307	KURDUWADI	CR	KWV	A	WZ
308	GANDHINAGAR-JP	NWR	GADJ	A	NZ
309	BEAS	NR	BES	A	NZ
310	HOSPET	SWR	HPT	A	SZ
311	BELTHARAROAD	NER	BLTR	A	NZ
312	VIRUDHUNAGARJN	SR	VPT	A	SZ
313	YADGIR	SCR	YG	A	SCZ
314	JALLANDHARCANTT.	NR	JRC	A	NZ
315	REWA	WCR	REWA	A	WZ
316	SRIKAKULAMROAD	ECoR	CHE	A	EZ
317	RAYAGADA	ECoR	RGDA	A	EZ
318	KIULJN.	ECR	KEU	A	EZ
319	VIRAMGAM	WR	VG	A	WZ
320	KARURJN.	SR	KRR	A	SZ
321	DIMAPUR	NFR	DMV	A	EZ
322	HATIA	SER	HTE	A	EZ
323	RENIGUNTA	SCR	RU	A	SCZ
324	MANCHIRYAL	SCR	MCI	A	SCZ
325	PARTAPGARH	NR	PBH	A	NZ
326	ADARSHNAGARDELHI	NR	ANDI	A	NZ
327	SURATGARH	NWR	SOG	A	NZ
328	AZAMGARH	NER	AMH	A	NZ
329	MAHOBA	NCR	MBA	A	WZ
330	DINDIGULJN	SR	DG	A	SZ



331	KURNOOLTOWN	SCR	KRNT	A	SCZ
332	MOKAMA	ECR	MKA	A	EZ
333	KAKINADATOWN	SCR	CCT	A	SCZ
334	BALLARSHAH	CR	BPQ	A	WZ
335	AKBARPUR	NR	ABP	A	NZ
336	BHIMAVARAMTOWN	SCR	BVRT	A	SCZ
337	JAMUI	ECR	JMU	A	EZ
338	PALASA	ECoR	PSA	A	EZ
339	BHADRAK	ECoR	BHC	A	EZ
340	BHILWARA	NWR	BHL	A	NZ
341	SAMBALPUR	ECoR	SBP	A	EZ
342	SHAHGANJ	NR	SHG	A	NZ
343	ORAI	NCR	ORAI	A	WZ
344	PALANPUR	WR	PNU	A	WZ
345	METTUPALAIYAM	SR	MTP	A	SZ
346	MADHUBANI	ECR	MBI	A	EZ
347	ANAKAPALLE	SCR	AKP	A	SCZ
348	JAUNPUR	NR	JNU	A	NZ
349	BHADOHI	NR	BOY	A	NZ
350	CHAKKIBANK	NR	CHKB	A	NZ
351	ABUROAD	NWR	ABR	A	NZ
352	AYODHYA	NR	AY	A	NZ
353	BARMER	NWR	BME	A	NZ
354	MAYILADUTHURAIJN.	SR	MV	A	SZ
355	LUMDING	NFR	LMG	A	EZ
356	CHANDRAPUR	CR	CD	A	WZ
357	JAJPUR-KEONJHAR ROAD	ECoR	JJKR	A	EZ
358	KISHANGANJ	NFR	KNE	A	EZ
359	SAGAUJIJN.	ECR	SGL	A	EZ
360	ANUGRAHANARAYANROAD	ECR	AUBR	A	EZ
361	SILIGURIJN	NFR	SGUJ	A	EZ
362	BARPETAROAD	NFR	BPRD	A	EZ
363	NEWFARAKKA	ER	NFK	A	EZ
364	JOGBANI	NFR	JBN	A	EZ
365	JAYNAGAR	ECR	JYG	A	EZ
366	KOVILPATTI	SR	CVP	A	SZ
367	AHMEDNAGAR	CR	ANG	A	WZ
368	CUDDAPAH	SCR	HX	A	SCZ
369	GANDHIDHAM	WR	GIM	A	WZ



370	RAMESWARAM	SR	RMM	A	SZ
371	KHALILABAD	NER	KLD	A	NZ
372	RAIGANJ	NFR	RGJ	A	EZ
373	VASCO-DA-GAMA	SWR	VSG	A	SZ
374	NEWCOOCHBEHAR	NFR	NCB	A	EZ
375	TINSUKIA	NFR	TSK	A	EZ
376	KOPARGAON	CR	KPG	A	WZ
377	FALNA	NWR	FA	A	NZ
378	DIGHA	SER	DGHA	A	EZ
379	RANGIYAJN.	NFR	RNY	A	EZ
380	SINGRAULI	ECR	SGRL	A	EZ
381	PALIMARWAR	NWR	PMY	A	NZ
382	DHARWAD	SWR	DWR	A	SZ
383	PARASHNATH	ECR	PNME	A	EZ
384	NAGAUR	NWR	NGO	A	NZ
385	KATHGODAM	NER	KGM	A	NZ
386	MARWARJN.	NWR	MJ	A	NZ
387	JANGHAI	NR	JNH	A	NZ
388	UDHAMPUR	NR	UHP	A	NZ
389	TUTICORIN	SR	TN	A	SZ
390	NEWBHUI	WR	NBVJ	A	WZ
391	LALGARH	NWR	LGH	A	NZ
392	SILCHAR	NFR	SCL	A	EZ
393	COOCHBEHAR	NFR	COB	A	EZ
394	ALIPURDUARJUNCTION	NFR	APDJ	A	EZ
395	SAINAGARSHIRDI	CR	SNSI	A	WZ
396	JOLARPETTAIJN	SR	JTJ	A	SZ
397	BONGAIGAON	NFR	BNGN	A	EZ
398	LATUR	CR	LUR	A	WZ
399	RUDRAPURCITY	NER	RUPC	A	NZ
400	SHALIMAR	SER	SHM	A	EZ
401	KANNIYAKUMARI	SR	CAPE	A	SZ
402	SSPNILAYAM	SWR	SSPN	A	SZ
403	NEWALIPURDUAR	NFR	NOQ	A	EZ
404	RANI	NWR	RN	A	NZ
405	JAISALMER	NWR	JSM	A	NZ
406	NAGARSOL	SCR	NSL	A	SCZ
407	DIBRUGARHTOWN	NFR	DBRT	A	EZ
408	JORHATTOWN	NFR	JTTN	A	EZ
409	MANGALOREJN	SR	MAJN	A	SZ



**To be submitted on a non judicial stamp paper of Rs.100/- in original
(for Aggregator)**

DECLARATION CUM UNDERTAKING

I _____, son of _____, aged _____ years is authorized signatory of M/s. _____ (aggregator) do hereby solemnly affirm and declare as follows:

1. I hereby affirm that I am an authorized signatory of the company M/s.----- (Aggregator) and hence Competent to sign and swear this affidavit.
2. The annual turnover of the applicant dealer M/s. _____ (Vendor of aggregator) is below the threshold turn over limit of Rs. _____/- as per GST law of _____ state and so the dealer is not required to obtain mandatory GST registration.
3. As and when the dealer will cross the above threshold limit, he will obtain GST registration from the GST authorities on his own and submit a certified copy of the GST registration certificate /TIN numbers to IRCTC.
4. The Aggregator M/s. _____ will compensate IRCTC of any liability/loss suffered by IRCTC in case the taxes are recovered by the GST department from IRCTC which are otherwise payable by the Vendor of Aggregator/Aggregator and indemnify the said amount to IRCTC along with fine and penalties imposed by Government of India on IRCTC.

Deponent

VERIFICATION

I _____, son of _____, aged _____ years, authorized signatory of M/s. _____, 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 _____ on _____ day of _____ 20__.

Deponent



Agreement

NON-JUDICIAL STAMP PAPER OF RS. 100

For Short-listing of Food Aggregator for Provision of Supply & Delivery of Pre-ordered meals through e-Catering

This agreement is made on this day of , 2025 between the Indian Railway Catering and Tourism Corporation Ltd.(IRCTC), having its Registered and Corporate Office at 4th Floor, Tower D, World Trade Centre, Nauroji Nagar, New Delhi – 110029 acting through General Manager (herein after called “THE IRCTC”) which expression shall where the context so admits include its successor, administrators, executors, representatives and assign of the ONEPAET.

AND

Name & S/o (who’s signing agreement with address, designation), Company name &Address (herein after called “Aggregator”) which expression shall where the context so admits include its successor, administrators, executors, representatives and assigns of the other part.

Whereas IRCTC has called Expression of Interest for short-listing of Food Aggregator for supply and delivery of pre-ordered meal through e-Catering.

Whereas the Aggregator participated in the said EOI and was short-listed as Aggregator



vide Letter No.....dated..... for provision of supply and delivery of pre-ordered meal through E-Catering

And whereas the said aggregator, vide letter dated has unequivocally accepted the engagement as aggregator on the terms and condition enshrined in the EOI document.

NOW THEREFORE, in consideration of the mutual covenants herein contained and of other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agrees as follows:

This agreement shall come into force from the day of_____, 2024 (date of issue of LOA) and shall remain valid for 3 years subject to the provision of terms and conditions enclosed at **Annexure-I**.

Now this agreement is witnesseth as follows:

The following documents shall be deemed to form and be read and construed as part of the agreement, namely:

- a. Terms & Conditions document including the financial terms duly signed by the Vendor at **Annexure-I**.
- b. Expression of Interest submitted by aggregator, duly signed and stamped by its authorized signatory.

The mutual rights and obligations of the IRCTC and Aggregator shall be as contained in the Terms & Conditions document

In witness whereby the said parties have here unto set their hands this day and they are first above written.

The mutual rights and obligations of the IRCTC and Aggregator shall be as contained in the Terms &Conditions document

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

Aggregator
Shri_____
Designation_____
For and on behalf
Of_____

IRCTC
Shri Sudhir Warriar
General Manager/Q&P
for and on behalf of IRCTC

The Aggregator in the presence of the IRCTC in presence of

1
2

1





Annexure E

इंडियन रेलवे केटरिंग एवं टूरिज्म कॉरपोरेशन लिमिटेड
(भारत सरकार का उद्यम-मिनी रत्न)
INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.
(A Govt. of India Enterprise-Mini Ratna)

"CIN-L74899DL1999GO1101707", E-mail: info@irctc.com, Website: www.irctc.com

e-File No. IRCTC/CO/OCS(ECAT)/1/2021/OCS/CO
(Comp No. 5747)

Date: 16.07.2024

All Aggregators/Vendors
E-Catering

Sub: Revised guidelines on Fine Imposition on vendor/Aggregator (E-Catering Business)
by IRCTC.

Ref: 1. This Office Letter no. 2015//IRCTC/Catg./E-Catering/Stn.Based Policy-02 dated
08.07.2020.
2. This Office Letter no. 2015/IRCTC/Catg./E-Catering/Stn.Based Policy dated
10.03.2017 & 13.04.2018.

Reference to above, this office has issued guidelines for imposition of fine against various deficiencies in catering services provided by e-catering vendors/Aggregators. The fine amount to be imposed on vendor/aggregator against each type of deficiency was specified in the above referred guidelines.

In the past few years, e-Catering business has shown a remarkable growth in terms of revenue & volumes and along with the same average number of complaints has also been increased. Consequently, it has been decided to modify few existing fine guidelines along with inclusion of several new aspects of complaints which were not covered earlier, so as to make it more convenient and uniform. The modifications/additions of new aspects is highlighted in bold.

The aspects that require modifications/addition along with fine amount to be imposed against each kind of default is mentioned as under:-

S N	Type of complaint	Amount of fine (In Rs.)
1	Non-Delivery	(Rs 100/- or 20% of the order value whichever is higher) + Complete refund to E-catering customer in case of prepaid order. If non delivery percentage of a particular outlet/vendor is more than 10% for a month (calculated against total number of actual orders i.e. Booked - cancelled orders), then an additional penalty of Rs. 5,000/- shall be imposed on each outlet, on the concerned aggregator/vendor. In addition, the said outlet/vendor will be deactivated over e-catering portal for a minimum period of 15 days. The reactivation of the said outlet/vendor may be done with approval of the zonal GGM's. Necessary guidelines in this regard have already been issued vide CO letter no. IRCTC/CO/OCS(ECAT)/17/2023/CATG dated 03.10.2023.
2	Partial Delivery	For COD Order: Amount of food items not delivered + Rs 100/- per order. For Pre-paid Order: Amount of food items not delivered (to be refunded back to customer)+ Rs 100/- per order.
3	Staff Behavior/Unhygienicity of staff	50% of order value

पंजीकृत एवं कॉरपोरेट कार्यालय: 11 वां उल्ल, स्टेट्समैन हाउस, बी-148, बारकम्बा मार्ग, नई दिल्ली-110001 दूरभाष: 011-23311263-64 फैक्स: 011-23311259
Regd. & Corp. Office : 11th Floor, Statesman House, B-148, Barakhamba Road, New Delhi - 110001, Tel. 011-23311263-64 Fax: 011-23311259



4	Over charging	50% of order value + refund of amount overcharged
5	Double charging (Recharging as already paid order)	50% of order value + amount overcharged + refund of amount overcharged to e-catering customer
6	Invoice/Bill not provided to customer by Vendor/Aggregator at the time of delivery	100% of order value
7	Less Quantity Provided	50% of order value
8	Packaging Issues	50% of order value
9	Quality Issues	50% of order value
10	Deviation in supply of meals	50% of order value
11	Making vendors live by aggregator / addition of station or outlet by vendor without approval of IRCTC	Rs 20,000/-
12 (a)	Application by aggregator for addition of vendor with forged document	Rs 20,000/-
12 (b)	Application for adding vendors by aggregator without consent of vendor	Rs 20,000/-
13 (a)	Orders not pushed by aggregator at all or not pushed on real time basis.	Rs 20,000/- per incidence basis +recovery of IRCTC Commission on all such orders.
13 (b)	Order generated and shared with customer without IRCTC order id.	Rs 20,000/- per incidence basis + recovery of IRCTC Commission on all such orders.
14	Application for adding vendor not having physical unit.	Rs 20,000/-
15	Manipulations of FSSAI GST/Agreement date in system for keeping your vendors active.	Rs 20,000/-
16 (a)	Distribution of pamphlet of any other concern other than registered directly with IRCTC or IRCTC aggregator.	Rs 5,000/-
16 (b)	Association of vendor/delivery boy with any other aggregator other than associated with IRCTC e-catering.	Rs 5,000/-
17	Carrying or selling food by delivery boy or any other item other than order placed through e-catering	Rs 5,000/-



18	Delivery of food without valid station permit	Rs. 5,000/- per vendor per station. # In case of aggregator's vendor fine shall be imposed on the concerned aggregator.
19	Sale of Rail Neer above MRP.	Rs. 1,000/-
20	Non marking of order	Rs 100/- (To be deducted automatically after 24 Hrs of scheduled delivery) to be implemented when module goes LIVE.
21	Bulk Order	To be imposed by Corporate office on recommendation of Zones + refund of certain amount to customer on case to case basis. (Refund amount should not be greater than fine realized)
22	Insect/Foreign particle complaint received against the order.	First Incident: Fine of Rs. 5,000/- + Full refund to the passenger + immediate deactivation of the outlet for a period of 07 days. Second occurrence within a year: Fine of Rs. 10,000/- + Full refund to the passenger + immediate deactivation of the outlet for a period of 07 days. Third occurrence within a year: Fine of Rs. 15,000/- + Full refund to the passenger + immediate deactivation of the outlet for a period of 15 days. Fourth occurrence within a year: Full refund to the passenger + immediate deactivation of the outlet from e-catering portal on permanent basis + Termination of the agreement with forfeiture of SD amount.

- GST will be applicable over and above the amount of fine imposed.
- Fine amounts as referred above may be increased or decreased by Zonal GGM's on case to case basis and as per the requirement.

(Sudhir Warrier)
GM/Q&P

Copy To:-

1. Nodal Officer/e-Catering/All Zones - For kind information and necessary action please.
2. Regional Offices - For kind information and necessary action please.
3. AGM/Fin/CO- For kind information please.
4. IT Team/E-Catering - For developing the module as per above changes.
5. M/s Ipsator Team - For developing the module as per above changes.



1. Brief of the Project

IRCTC has launched the project of e-Catering over Indian Railways. The project envisages provision of the facility of delivery of pre-ordered meal to the passenger at the seat in the train.

In this project IRCTC has developed a website/app & passenger can book the meal as per the available option at the identified locations and upon confirmation of the booking, meal shall be delivered by the Aggregator at station/in trains as the case may be. An IRCTC call centre may give backend support to the project.

The salient features of the project are asunder,

2. Booking & Delivery

The e-Catering website www.e-Catering.irctc.co.in is sub-domain of the ticketing website www.irctc.co.in.

SSL certification has been taken for the website of e-Catering.

The passenger may book on the website.

PNR may be the unique ID and based on the PNR the system shall auto generate the fall down menu of the stations where the services are available.

The booking shall be accepted in the Advance Reservation Period (ARP) of 120 days up to 02 hours (***or as mutually decided***) before scheduled departure of the train from the station for that location.

The e-Catering facility will be available from 0600-2300 hrs. As ***per schedule timings of train***.

The scheduled arrival time of the train at the station shall be considered as the scheduled delivery time.

Passengers having reserved ticket shall be able to book meals on either IRCTC e-Catering website/any other platform or website/any other platform of aggregator at the identified stations. Up on entering the PNR, the stations with the facility of meal delivery shall be reflected and the passenger may choose the meal as per the choice and complete the transaction.

On completion of transaction, SMS and email shall be generated and sent to the passenger. The SMS and email shall have the details of the order. The SMS content to passenger shall have a “*Delivery Code*” which will be used for verification by the Aggregator on the mobile application at the time of delivery. Customer will also be able to view the order through his/her admin login. The Aggregator website shall be integrated with the IRCTC e-Catering website. The meals booked on IRCTC website will be shared with aggregator system through API, similarly orders booked on aggregator’s website will be pushed to IRCTC system through reverse API on real time basis, generating IRCTC order ID.

In case of failure in pushing of orders from IRCTC website to aggregator’s website, a failure e-mail and SMS is sent to the aggregator for information. However, aggregator will also be able to view the orders on their e-Catering dashboard through web login. The aggregator will be reminded for delivery of the order through SMS and email before the scheduled delivery time at the station.

The booking can also be done through phone. Passengers may call on the toll free number for booking request and such request shall be processed at the call center through admin login. This order shall be on Cash on Delivery basis, however, on confirmation of the booking, the SMS and email shall be sent in the same manner as mentioned above.



The minimum order value accepted for booking of meal shall be Rs. 60 only per unit per location. This may vary as per the decision of Aggregator.

Bill shall be provided by **IRCTC through email** after delivery marking of meal, indicating basic price and applicable taxes. It is the responsibility of the aggregator to mark status of deliveries on real time basis.

The pre-ordered meal shall be packaged in food grade containers and shall be delivered by the delivery boy authorized for delivery of meals booked through e-Catering.

In case of pre-deboarding of the customer, i.e. detraining at any station prior to the selected station on train route, IRCTC shall not be liable to deliver the pre-ordered meal at any other station or in any other train other than as selected by the passenger.

Passengers must be present on the seat/berth as confirmed against the PNR on the selected train during the period of trains stationed at the selected Railway station. In case, passenger is not present/seated on the seat/berth as confirmed against the PNR for the selected train and IRCTC shall not be liable for non-delivery of the pre-ordered meal during the stationary period of the train at selected Railway station as location of the customer cannot be determined otherwise and in such cases refund shall not be permissible. But the order will be considered as non-delivered and non-delivery fine will be imposed on the aggregator.

In case, the passenger has neither cancelled nor boarded the train, the IRCTC shall not be liable for non-delivery.

The Aggregator shall be provided with an admin ID which may be used by the Aggregator for the purpose of e-Catering.

3. Cancellation and Refunds

Passenger may cancel the confirmed meal booking online 02 hours prior to the scheduled delivery of meal (or as mutually agreed). It can also be cancelled latrine. Within 02 hours of delivery time. However, no refund shall be made in case order is cancelled within 02 hours of delivery time.

The process of refund shall take at least 3 days' time from the date of cancellation excluding the date of cancellation.

Any amendment is subject to cancellation of previous booking.

In case cancellation is done after scheduled arrival of train, the cancellation process shall not be entertained.

4. Bank charges and Charge backs

The bank charges shall be borne by the passengers.

The integration of payment gateway with banks and website shall be done by IRCTC.

For the issues of charge back relating to quality, quantity, non-delivery or other related reasons, the Aggregator shall be responsible and liable. For any technical reason related to website, Bank, payment etc. IRCTC will be responsible.

5. Feed back and Call Center

The passenger may give the feedback of the services and meals to call center as well as online on the e-Catering website in the feed back corner within 5 days (may be revised from time to time) from day of



delivery. Call center shall be operational as back-end support to the project.

List of locations with rates & items with specification proposed by Aggregator with mobile phone no. & email address

The Aggregator shall submit the list of Railway stations along with the corresponding unit (from which food shall be supplied) where meal can be delivered along with valid FSSAI and GST license. The product prices should not be higher than the prevailing service out let rates.

6. Scope of Work

The Aggregator shall be required to deliver the pre-ordered meal to the passenger at station/berth/seat as the case may be. Aggregator will be able to view the orders on their e-Catering dashboard through web login. The meals booked on IRCTC website will be shared with aggregator system through API. In case of failure in pushing of orders from IRCTC website to aggregator's website, a failure – mail and SMS assent to the aggregator for information. The Aggregator shall be communicated of the pre-ordered meal through SMS to the mobile phone no. & email, submitted by the Aggregator prior to the delivery time.

The Aggregator may go through the terms and conditions to understand & make necessary arrangement and capability to ensure proper and timely delivery of the pre-ordered meal.

IRCTC shall display the meal item & unit/brand of the Aggregator on the website for pre-ordering of meals by passengers.

The meals should be prepared using good quality of standard material and should be delivered with adequate food grade packaging and at appropriate temperature. Best standard of the industry for hygiene should be maintained at the production as well as during the logistics/delivery time to ensure good quality meal is served to the passenger. The production facility as well as the logistics systems shall be open to inspection by IRCTC officials and details as sought during the inspection shall be made available by the Aggregator.

Aggregator shall request for platform permits (delivery person) for approval by IRCTC through e-Catering dashboard.

The Aggregator shall deploy delivery boys who should be courteous and should wear clean service uniform and carry platform permit issued by IRCTC at the time of delivery at Railway Station. The delivery boy should carry mobile phone with the mobile application uploaded for verification of delivery code from the passenger. The Aggregator shall undertake all necessary work to make itself and the staff well versed with the railway rules and other notification issued by government from time to time.

Aggregator shall not undertake any unlawful activity and unauthorized vending in the garb of e-Catering and deliveries shall only be made for the pre-ordered meal through e-Catering.

The Aggregators shall take all necessary licenses, permits as required under law to undertake the business of e-Catering project including, but not limited to, FSSAI license, GST registration and other requirements under law from time to time.

The Aggregator shall monitor the train movement on real-time basis and shall develop adequate mechanism & system to ensure meal delivery in case of delay of train.

In case of cancellation in POD mode liability shall not be shared by IRCTC.

Aggregator shall inform telephone numbers of unit along with unit manager, who shall act as unit coordinator for e-Catering. The Aggregator shall also co-ordinate with the IRCTC officials of Zones for



the e-Catering project.

Aggregator shall ensure that the unit is fully equipped for proper packaging of meals, computer with net connectivity and other equipment as may be necessary for successful operations of e-Catering.

The Aggregator shall ensure that there is no deficiency in quality, quantity or any instance of service of spoilt or any material not suitable for human consumption or any misbehavior with the passenger or non-delivery of meal to the passenger. Any such instance shall be deemed to be considered as deficient service and IRCTC shall not be liable for the deficient service and may take suitable action which may include imposing penalty or debarring the Aggregator from participating in future projects of IRCTC for a period of 1 year.

Aggregators will be provided with monthly targets in terms of order sand order value to be achieved by the on their platforms. These orders are exclusive of orders generated on IRCTC platforms. The aggregators will have to push the orders generated by them in to the IRCTC system through reverse API or ' create order' t abonad min panel. Also, if the aggregator fails to generate the targeted orders and order value from their own channels of booking other than IRCTC e-Catering website, penalty as decided by Competent Authority will be imposed. A new aggregator may be given a three month target free window from the date of commencement of operation.

7. Financials

Payments of either mode will be reconciled and 15% (10% as commission & 5% as e-platform fees (inclusive of applicable GST)) will be levied on both POD order and prepaid orders and* 5% GST will be deducted by IRCTC. i.e 10% as commission & 5% as e-platform fees (inclusive of applicable GST) of the POD order amount will be deducted from the aggregator RDS account and 85% of the prepaid order amount will be deposited to aggregator RDS account by IRCTC. Aggregator will be paid monthly based on the balance in the RDS account.

Under the new GST regime, IRCTC is the deemed supplier in e-catering and liability of tax for orders booked on its portal lies with IRCTC. Invoice for such orders will be raised by IRCTC and will deposit the corresponding tax. Bill of supply will be raised by the aggregator

IRCTC may decide to increase/decrease the amount/percentage of commission charged on the basis of volume of business generated by Aggregator. The instruction with regards to this will be issued from time to time.

As admin. Log in shall be available to the Aggregator, reconciliation of the transaction may be done by the Aggregator and issues, if any, shall be brought to the notice of competent authority.

Charge backs due to reasons pertaining to quantity, quality, non-delivery and other such issues pertaining to such deficient services etc, shall rest with the Aggregator.

The final rate offered to passengers both on website booking as well as POD booking shall be uniformed and rounded to nearest rupee after incorporation of base price (including applicable packaging charges)+ GST.

Under the new GST regime, IRCTC is the deemed supplier in e-catering and liability of tax for orders booked on its portal lies with IRCTC. Invoice for such orders will be raised by IRCTC and will deposit



the corresponding tax. Bill of supply will be raised by the aggregator

Aggregator is bound to compensate IRCTC/Passenger to the extent, IRCTC decides universally / Case to Case basis, in case of establishment of default /substantial of non-delivery / inferior quality of food delivered. The defaults on part of the aggregators/vendors are substantially dealt as per the e-Catering fine policy. Annexed as annexure E. IRCTC may impose fines for any short comings noticed apart from the ones mentioned in the fine policy on case to case basis and as deemed fit.

8. Integration of Website

Food Aggregator shall not indulge in running any parallel business that will harm the interest of IRCTC/Indian Railways. However, IRCTC may consider integration of Websites of booking meals through e-Catering to expand the reach of Railway passengers. The decision of IRCTC shall be final and binding.

The Integration can only be done with E-Catering Website if Food Aggregator is complied with following points: -

Aggregators have to submit an affidavit stating that you will not make any station/vendor at station LIVE on their website till the time it is approved and made LIVE on IRCTC e-Catering website. Format for the affidavit finalized is placed as Annexure C. Orders booked on aggregators website will be pushed to IRCTC system through reverse API on real time basis with generation of IRCTC booking ID.



GENERAL CONDITIONS OF AGREEMENT

9. FINANCIALTERMSANDCONDITIONS

9.1	Security Deposit	The Food Aggregator has submitted Security amount of Rs.2,00,000/- (Rupees Two lakhs only)including MSE's/start Ups via e-tendering website through E-payment and NEFT/RTGS mode
9.2	Refund of Security Deposit	The Security Deposit will be refunded without interest by the IRCTC at the time of completion of the contract being entered into for e-Catering. Any deduction, fine, outstanding markup etc, if not deposited by Aggregator shall be adjusted from the Aggregator's Security Deposit.
9.3	Maintenance of record of gross sales turnover	Aggregator will be required to maintain proper record of sales to ascertain the Gross Sales Turnover (Including Tax). IRCTC at their discretion may call for any record to satisfy those regarding operations of applicant's outlets and applicant will provide every help failing which it may amount to breach of condition of the short-listing.
9.4	Recovery of Outstanding amount	IRCTC reserves the right to recover any outstanding dues from the Aggregator by adjusting the same against any amount/security of the Aggregator or any amount payable to the Aggregator either under this contract or any other contract.
9.5	Mode of payment	Markup or any other payment due to IRCTC, shall be payable Through Demand Draft/Banker's Cheque or Cheque drawn at location of IRCTC Zonal offices in favor of Indian Railway Catering and Tourism Corporation Limited or through NEFT/RTG Sin IRCTC ACCOUNT No.: 923020071524621 BANK: Axis Bank , Barakhambha Road New Delhi IFSC CODE : UTIB0000007 With advice to IRCTC.

10. PERIOD OF TEMPORARY AGREEMENT

10.1	Tenure of agreement	The period of the Short-listing shall be 3 years . However, IRCTC Reserves the right to review the performance of shortlisted party and to take suitable action on observing default/deficiency in service etc. including but not limited to imposing fine or de-Short- listing the party with consequential debarment from the future projects/tenders of IRCTC for a period for 1 year .
10.2	Lock-in-period	There will be a lock in period of one year. The Aggregator may withdraw its services after submitting a written request only after completion of one year for which he will give 30 day's notice . However, all orders booked in advance shall have to be honored by the Aggregator. In case of failure to honor the advance booked order, the Aggregator shall solely be responsible for its consequences. In case of withdrawal before lock in period the SD will be forfeited.



11. OBLIGATIONS AND RIGHTS OF AGGREGATOR

11.1	Right of user's only	Aggregator will only deliver the food items in accordance with e-Catering and will have the right of user only on leave and engagement basis.
11.2	Relation of Aggregator's labour	The employees, contractors, sub-contractors of the Aggregator will not be in any contractual relation either with the IRCTC or the Indian Railways.
11.3	General liability of any person	The Aggregator will bear the cost, throughout the term of the Agreement, for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the said premises, including death or injury caused by the negligence of the Aggregator or the Aggregator's failure to perform its obligation under the agreement. IRCTC shall not be held responsible for any payment of compensation in this regard.
11.4	Inspection by Food/Health Inspectors	Aggregator will also be obligated to get his premises inspected by Food/Health inspectors at regular intervals in addition to having a food/FSSAI License from concerned authorities. Aggregator will make available the premises for the inspection by the IRCTC or any person so authorized by the IRCTC at any time. IRCTC may get the premises of its vendors inspected through a third party reputed agency, cost of which may be borne by the aggregator.
11.5	Food Safety and Standard Act-2006	Aggregator shall be responsible for the compliance of the provisions of Food Safety and Standard Act-2006 or any of the amendments thereto. All food ingredients being used for preparation/service to the passengers are as per FSSAI guidelines.
11.6	Compliance of Statutory law	Aggregator shall be sole responsible for compliance with applicable laws such as Sales Tax Law, Provident Fund Law, Labour Law or any other law of the land and registration/approval from statutory authority, if required
11.7	No unlawful/Illegal activity	<p>Aggregator shall not carry on any unlawful immoral or Illegal activity in the train/at stations/coaches.</p> <p>Post agreement with IRCTC, Aggregator shall not indulge in running any parallel business that harm the interest of IRCTC/Indian Railways. Aggregators shall not without the prior permission of IRCTC run any other website/app or make tie ups with external platforms/agencies.</p>
11.8	No use of plastic material	Eco-friendly/Food Grade/Bio-degradable packaging material should be used for supply of food items. There are few products which are served in food grade plastic packaging e.g. Krushers, Rice bowl, Mojito etc., the same can be served preferably in food grade packaging as per industry practice.



12.EVENTS OF DEFAULT

12.1	Communication / Information required by IRCTC	All the Communication / Information received / required by IRCTC Must be furnished by the contractor / Aggregator within 15days , failing which suitable penalty including termination of engagement / Agreement can be done at the discretion of IRCTC.
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13.CONDITIONS GOVERNING THE PERFORMANCE OF THE ENGAGEMENT AS AGGREGATOR

13.1	Liability of IRCTC	IRCTC shall not be liable for any liability arising under the labour laws or any other law of the land, incurred by the Aggregator.
13.2	Notice by Courier / Registered AD	Any notice in terms of this engagement by either Party will be given at the address stated herein above by Courier / Registered AD Postun less 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 provision of e-Catering in trains payable in whole or in part by one Party here to, the other Party shall immediately deliver a copy of the necessary document, to that Party.
13.3	Entitlement of compensation	In case the Aggregator suffers any loss on account of his being restrained by the IRCTC or any competent authority for indulging in illegal activities or any contravention of any law, he shall not be entitled to any compensation whatsoever.
13.4	Indemnity	The Aggregator hereby agrees to indemnify and shall keep in demnified and hold harmless, IRCTC and its Directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses, charge- backs and proceedings connected with the implementation of this contract or arising from any breach or non-compliance of applicable laws, whatsoever by the Aggregator or any of the person authorized by it pursuan there too for otherwise arising from any act or omission on their part, whether will full or not, and whether within or outside premises. IRCTC shall indemnify the Aggregator from all claims, demands, losses, damages, expenses, charges and legal proceedings cause due to the breach of the obligations of IRCTC under this Agreement.
13.5	Verbal or written arrangements other than the agreement	Except as here by otherwise provided any verbal or written arrangements and owning varying or supplementing this agreement or any of the terms here of 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).
13.6	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 order fault at anytime on the part of the Aggregator 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) it shall be optional to IRCTC to make any substitute arrangement it may deem necessary at the cost and risk of the Aggregator or to for thwith



		terminate this agreement without any previous notice to the Aggregator and in case of such termination the Security Deposit be forfeited by the IRCTC and the Aggregator shall have no claim what so ever against IRCTC or any of the officials in consequence of such termination of the agreement. No refund of proportionate License Fee shall be admissible in case of Termination under this clause. The Aggregator agrees to make good all cost and expenses, if any incurred by the IRCTC for making the substitute arrangements referred to above. The Aggregator shall be also be debarred from participating in the future projects of IRCTC for a period of one year
13.7	Liability for provision Of Consumer Protection Act.	The Aggregator 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 by the Aggregator, his workmen, servants and agents. The Aggregator shall reimburse the licensor and railway administration from and against all payments made under the provision of the said Act law including all costs awarded by any competent court of Law. Any money which may become payable by the Licensor as aforesaid shall be deemed to be money payable to the licensor by the Aggregator and in case of failure by the Aggregator to pay the licensor any money paid by it as aforesaid within seven days after the same have been demanded, the licensor, shall be entitled to recover the same from the Security Depositor from any money due by the licensor to the Aggregator.
13.8	Notice to the Aggregator	Any notice to be served on Aggregator's shall be deemed to be sufficiently served if delivered at or sent by registered post/courier/email addressed to the Aggregator at their registered office/email id or last known place of business. Any notice to be served by the Aggregator on the IRCTC shall be deemed to be sufficiently served if, left at the office/sent by registered post/courier addressed to the Director, Indian Railway Catering and Tourism Corporation at its Corporate office at 11 th floor, Statesman House Building, Barakhamba Road, New Delhi-110001
13.9	Notices on behalf of IRCTC	Subject to also there wise provided in this agreement, all notices to be given on behalf of IRCTC and all other actions to be taken by the licensor may be given or taken on behalf of the licensor by the Director/General Manager/Manager or any other officer for the time being entrusted with such functions, duties and powers by the IRCTC.
13.10	Dealing with Aggregator Only	IRCTC will enter into an agreement only with the Aggregator who will be responsible for fulfillment of all agreement conditions with IRCTC. IRCTC shall not enter into any agreement or deal within any manner with any of the vendors of aggregators
13.11	Engagement of Aggregator/aggregator	No exclusive rights as of now to be provided to any Aggregator/aggregator for a specific train/station/section/state. They are required to work in the current environment. IRCTC reserves the right to engage one or more food aggregator/Aggregator for delivery of food at a particular station. IRCTC may also choose to give the rights of a station to aggregator in future.



14. CONSEQUENCES OF DEFAULT

14.1	Consequence of Failure to start the services	In the even to failure to provide, catering services as mentioned in the scope of work and detailed otherwise, from the prescribed date & time advised in the procedure of e-Catering, letter for permission of delivery of meals in e-Catering as advised by IRCTC, IRCTC reserves the right to annul the permission and forfeit the Security Deposit, in the whole or part thereof as provided under terms and conditions of the agreement. Aggregator shall be debarred from participating in the future projects of IRCTC for a period of one year . The decision of IRCTC will be final and binding in this regard.
14.2	Notice termination for	In case of any event of default/breach of terms and condition mentioned in this agreement having occurred, it shall be lawful for the IRCTC anytime thereafter to terminate the agreement and forfeit the SD Deposit, SUBJECT HOWEVER to the IRCTC having given to the Aggregator Thirty 30 days prior notice in writing to remedy or make good such be reach and in spite of such notice the Aggregator having failed to remedy the breach. The Aggregator shall be also be debarred from participating in the future projects of IRCTC for a period of One years.

15. ARBITRATION

15.1	Arbitration	In the event of any dispute or difference arising under these conditions of agreement or in connection with this agreement (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 amicably by both parties. However in case parties fail to resolve the dispute within 30 days , then the dispute will be referred to Arbitration, to be conducted through a Sole Arbitrator to be mutually appointed by the parties from IRCTC's empaneled Arbitrator's . The arbitration proceedings shall be conducted as per the provisions of 'The Arbitration and Conciliation Act -1996'. The decision of arbitrator so appointed shall be final and binding on both the parties. The Fee & expenses of the arbitral tribunal shall be shared jointly shared by the parties
15.2	Force Majeure	For the purpose of this contract, "Force majeure "means any unforeseen event directly interfering with the services during the currency of the contract such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riots, lockout, act of public enemy, act of God, sabotage which is beyond the reasonable control of a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be breach of, or default under, this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event. In the event the Force Majeure event continues for more than 60 days from the date of intimation of the Force Majeure Event by either Party to the Other Party, then either party shall reserve its right to forthwith terminate the Agreement without any liability or demur to the other party. IRCTC upon such termination shall forthwith refund the Security deposit to the Aggregator in accordance with clause 4.2 under this Agreement.

15.3	Jurisdiction	The parties hereby irrevocably consent to the exclusive jurisdiction of the Courts at Delhi only in connection with any actions or proceedings arising out or in relation to this Agreement.
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16. HYGIENE AND QUALITY CONTROL

16.1	Storage, handling of food items	The storage, handling of raw materials and finished products will be in extreme hygienic conditions and as per acceptable norms of the industry. Such storage, handling of raw material and finish products shall be certified as per norms of the industry and its standards. The scrutiny in this regard by Quality checks agencies standards to be set by IRCTC need to be followed.
16.2	Collection of food samples	IRCTC reserves the right to get the food samples/raw material collected and Tested at approved laboratories at the cost of the Aggregator

17. OTHER CONDITIONS

17.1	Advertisement/Publicity/Sponsorship	The Aggregator will not engage in or permit any advertisement/publicity/sponsorship of any brand or product, directly or indirectly, without prior approval of IRCTC.
17.2	Payment of taxes/dues	The Aggregator will be liable for payment of all taxes/duties GST and other Liabilities in respect of the business.
17.3	Observance And performance certain acts	The Aggregator 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 Aggregator in due observance and performance of provision of: <ul style="list-style-type: none"> i) Workmen's Compensation Act-1923 ii) Employment of Children's Act XXVI of 1938 and iii) Any other relevant laws of India
17.4	Assignment of engagement as Aggregator	Aggregator shall not, without the prior consent of the IRCTC, assign the engagement or any part thereof, or any benefit or interest therein or thereunder.
17.5	Compliance of instructions	The Aggregator shall comply with any other instructions issued by IRCTC from time to time with in areas on able time, as may be necessary. All such instructions communicated in written, shall be Deemed to form and be read and construed as part of the agreement.
17.6	Ban on sale of products	The following items shall not be supplied through e-Catering, namely – tobacco products, wine, beer or any other alcoholic drinks or any other item prohibited by Law. Beef and Pork shall not be used in any form in any food items.
17.7	Quality/make /source of Packaged Drinking Water	IRCTC may specify quality/make/source of Packaged drinking water to be supplied by the Aggregator. The Aggregator shall accept IRCTC's directions in this regard. Only RAILNEER to be supplied.
17.8	General	IRCTC 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 changes. In case the changes/modifications as suggested are not agreed by the Aggregator, he shall advise IRCTC in this regard and in case IRCTC does not accept the view of Aggregator, then the agreement may be dissolved without any liability/ damages to either party.

		Further, IRCTC reserves the right to extend or reduce the time stipulated in any clause in the agreement conditions here in above, in order to meet operational exigencies.
17.9	Losses and Damages	<p>IRCTC shall not be liable to the Aggregate or for any of the following types of Losses or damage arising out of delivery of food through e-Catering whether in contract or tort (excluding any liability for gross negligence howsoever arising out for in conception with the performance of IRCTC's obligations in the provision of thee-Catering services):</p> <p>i) Loss of revenue, business, anticipated savings or profits; or Any indirect or consequent all shows ever arising.</p> <p>IRCTC will not be liable to pay any compensation if any error occurs due to any technical or manual fault at the end of the e-Catering webserver/call center. The Aggregator has agreed to indemnify IRCTC against all such claims.</p>
17.10	Constraints	<p>1) IRCTC may provide PNR API support through CRIS.</p> <p>2) NTES support shall be extended as & when its available however IRCTC cannot commit for its availability.</p> <p>3) IRCTC does not have any control of quality/performance/availability/down time on any of above. The consequences arising out of it has to be absorbed/handled by the aggregator.</p> <p>4) IRCTC is not bound to provide any marketing/promotions support for IRCTC e-Catering.</p> <p>5) IRCTC would provide ID cars to fulfill orders. However station premises & affairs are under direct control of IR. Any consequences arising out of above would not be the liability of IRCTC and aggregator has to absorb the same.</p> <p>6) IRCTC may take penal action against any restaurant/food partner. The consequences have to be absorbed by the firm.</p> <p>IRCTC is not liable for reliability /accuracy/performance of SMS ing/email channel.</p>
17.11	Claim for employment	The Agree at or deemed to be for al illegal and contractual purposes, as the Employer of the staff employed by him/her for carrying out this contract will not have any claim for employment in IRCTC at a future date.