



**INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.**

**EXPRESSION OF INTEREST (EOI)**

**For Short-listing of Self Help Groups (SHG's) as Vendor  
for  
Provision of Supply & Delivery of Pre-ordered meals through e-catering**

<b>Date &amp; Time of Submission:</b>	<b>EOI will be opened throughout the year and can be submitted on any of working day.</b>
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**Address:** Venue of submission is IRCTC Corporate office OR any of 5 Zonal offices as detailed in the EOI document (Clause 8A)



## **1 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 empanel qualified applicant for the purposes of provision of supply & delivery of pre-ordered meals 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 undertaking 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.



## **2 Invitation for EOI**

- 2.1 This EOI sets out the requirements that must be satisfied by Applicants in order to participate in the process for provision of supply of meals through e-catering and is an invitation to applicants to submit their profile/documents for Short-listing of Self Help Groups (SHG's) as Vendor. The eligibility criteria for EOI are placed at Annexure "A".
- 2.2 The EOI document shall be issued by IRCTC upon receipt of payment of a non-refundable fee of Rs. 1000/- ("Processing Fee") through a demand draft in favour of Indian Railway Catering and Tourism Corporation Limited, payable at the city of submission of EOI, along with the Application.
- 2.3 Alternatively, Applicants may also download the EOI document from the IRCTC's website (<http://www.irctc.com>). In such event Applicants shall submit the Processing Fee of Rs. 1000/- ("Processing Fee") through a demand draft in favour of Indian Railway Catering and Tourism Corporation Limited, payable at the city of submission of EOI, along with the Application.
- 2.4 IRCTC reserves the right to call for submission of additional documents or any document etc required to be submitted as per EOI.

## **3 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.

### **3.1 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 Ernakulam, which are headed by Chief Regional Managers / Regional Managers.

### 3.2 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 will be available at Howrah, Sealdah, Guwahati, New Jalpaiguri, Patna, Bhubaneswar, Vishakhapatnam, Mugalsarai, Kanpur Central, Lucknow Jn., Varanasi, Jaipur, Bilaspur, Kharagpur, Allahabad, Lucknow (NR), Gorakhpur, AnandVihar Terminal, H. Nizanuddin, New Delhi, Delhi, Amritsar, Chandigarh, Ludhinana, Secunderabad, Tirupati, Vijayawada, Chennai Central, Chennai Egmore, Ernakulam Jn, Calicut, Madurai Jn., Thrissur, Tiruvananthapuram central, Bangluru city, Yesvantpur, Nagpur, Pune, Agra Cantt., Gwalior, Jhansi, Bhopal, Ahemdabad, Mumbai Central, Surat, Vadodara. The station based E-catering scheme may be extended to more number of stations/trains in future.

IRCTC has established a call centre and has also operationalized E-catering website [www.ecatering.irctc.co.in](http://www.ecatering.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 & phone/SMS call centre). The mode of payment in e-catering shall be **Pre-paid** i.e. online payment as well as **Cash** on delivery (**CoD**) basis. The shortlisted Self Help Groups (SHG's) - Vendor shall deliver the pre-ordered meal to customer on stationary train at the opted station. The opted meal shall be communicated to the Self Help Groups (SHG's) - Vendor through SMS as well as email at the time of booking and also again at about 2 hours in advance of delivery time (Delivery time is the train arrival time on a particular station).

The Short-listing **Self Help Groups (SHG's) - Vendor** can provide meals through his catering units on all India basis. Each unit/location, requested by **Self Help Groups (SHG's) - Vendor**, to be included for e-catering project shall have all statutory licences 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 Self Help Groups (SHG's) as Vendor

### Role of IRCTC

- 4.1** IRCTC will seek unit/location, contact details, menu with rates for each location {clearly showing base price (inclusive of 12% license fee or as decided by IRCTC from time to time), service tax and VAT as applicable} of their unit,



delivery timing of each location and each menu item from the shortlisted **Self Help Groups (SHG's) - Vendor** for processing for uploading on the website. IRCTC reserve the right to prescribe menu and rates for meals/combo meals.

- 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 **Self Help Groups (SHG's) - Vendor**. The **Self Help Groups (SHG's) - Vendor** may choose stations on which he intends to provide e-catering based on their 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 **Self Help Groups (SHG's) - Vendor** for proper delivery of meal in time.
- 4.5 IRCTC shall display the meal item & unit/brand of the service provider on the website for pre-ordering of meals by passengers.
- 4.6 Self Help Groups (SHG's) as Vendors shall have to deliver the prescribed pre-ordered meal to the passengers in the stationery train.
- 4.7 Self Help Groups (SHG's) as Vendor shall be given the order at least 2 hours before the Delivery of the pre-ordered meal to the passengers. IRCTC shall advise the guidelines, terms & conditions, etc. to shortlisted Self Help Groups (SHG's) - Vendor.
- 4.8 IRCTC will make requisition to the Self Help Groups (SHG's) as Vendor with the meal composition, quantity, packing type & standard.
- 4.9 IRCTC may help the Self Help Groups (SHG's) - Vendor 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.

#### **Role of the Self Help Groups (SHG's) as Vendor**

- 4.10 After receipt of Letter of Short-listing for provision of delivery of meals at the stations, the Self Help Groups (SHG's) - Vendor will mobilize his resources required for provision of delivery of meals to the passengers as specified by IRCTC from the location specified by the Self Help Groups (SHG's) - Vendor.
- 4.11 Self Help Groups (SHG's) - Vendor will submit the location/s, contact details, menu with rates (with break-up of base price, (inclusive of 12% of license fee or as decided by IRCTC from time to time to be paid to IRCTC), service tax and VAT as applicable, for processing for uploading on the website. The base price shall be market driven. . Self Help Groups (SHG's) - Vendor shall also specify delivery time of each unit/location as well as of menu items.



- 4.12** The menu rates and delivery/package charges to be offered by Self Help Groups (SHG's) - Vendor shall be market driven and will be approved by IRCTC. .
- 4.13** IRCTC reserves the right not to include any specific menu item in the services.
- 4.14** Self Help Groups (SHG's) - Vendor will issue the invoices to passengers for both Pre paid orders and COD orders.
- 4.15** IRCTC shall communicate the pre-ordered meal selected by the passengers electronically. The Self Help Groups (SHG's) - Vendor shall ensure delivery of meal to the passengers at coach of the stationary train at the Railway stations.
- 4.16** Self Help Groups (SHG's) - Vendor shall deploy authorized person for provision of the service as required in compliance to the statutory rules, law etc.
- 4.17** Self Help Groups (SHG's) - Vendor shall ensure computer system and net connectivity either at each unit or a centralized location for all units. Self Help Groups (SHG's) - Vendor shall be responsible for checking its system admin and keep track of order (and cancellations) as well we train running.
- 4.18** IRCTC will collect the payment in case of prepaid orders.
- 4.19** Self Help Groups (SHG's) - Vendor will collect the payment from passenger at the time of delivery in case of COD orders.
- 4.20** Payments of either mode will be reconciled on monthly basis and accounts will be settled. IRCTC will issue a detailed procedure order for the same.
- 4.21** 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.
- 4.22** Self Help Groups (SHG's) - Vendor 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. In case of any offense Self Help Groups (SHG's) - Vendor shall solely be responsible for its penalty and consequences.
- 4.23** Self Help Groups (SHG's) - Vendor shall be responsible for the compliance of the provisions of Food Safety and Standard Act, 2006 or any other amendments thereto.
- 4.24** Self Help Groups (SHG's) - Vendor will indemnify IRCTC of any consequences arising out of quality, legal, statutory and other issues arising out of any act of Self Help Groups (SHG's) - Vendor and/or its authorized persons.





- 4.25** The sole responsibility of depositing all the taxes with respective government authorities for E-catering transactions is only of the Self Help Groups (SHG's) - Vendor.
- 4.26** 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 in food grade packaging as per industry practice. Garbage collection and disposal will be done by the Self Help Groups (SHG's) - Vendor in a satisfactory manner and instructions of IRCTC shall be binding and final.
- 4.27** Self Help Groups (SHG's) - Vendor 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 indulged in running any parallel business that will harm the interest of IRCTC /Indian Railways. However, IRCTC may consider integration of systems of booking meals through e-catering to expand the reach of Railway passengers. The decision of IRCTC shall be final and binding.
- 4.28** IRCTC reserves the right to inspect the Self Help Groups (SHG's) - Vendor's premises, if deems so necessary, before including it in the service.
- 4.29** Self Help Groups (SHG's) - Vendor has to give an undertaking that they will redress any such passenger grievances.
- 4.30** Self Help Groups (SHG's) - Vendor has to give an undertaking that they shall not indulge in running any parallel business that will harm the interest of IRCTC /Indian Railways.

## **5 EOI Security**

- 5.1** Each applicant shall, simultaneous with submission of its profile/documents as part of its Eligibility criterion, furnish the EOI Security (refundable) for an amount of Rs. 5,000/- (Rupees five thousand only) in the form of a demand draft. The demand draft shall be drawn in favour of 'Indian Railway Catering and Tourism Corporation Limited (IRCTC), payable at the city where EOI is being submitted issued by a Nationalized/ Scheduled Bank.
- 5.2** It is clarified that IRCTC shall not be liable to pay any interest on the EOI Security so provided by the applicant.
- 5.3** Any application not accompanied by the EOI Security shall be rejected by IRCTC as non-responsive and will be summarily rejected.
- 5.4** The EOI Security shall be refunded without interest to the applicants whose applications are rejected for Short-listing.



- 5.5 For the applicants who are shortlisted as Self Help Groups (SHG's) - Vendor through this EOI process, the EOI Security shall be retained & shall be refunded without interest only after successful completion of the tenure of the Short-listing.

## 6 Period of Short-listing

- 6.1 The period of the Short-listing shall ordinarily 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.
- 6.2 There will be a lock in period of one year. The shortlisted Self Help Groups (SHG's) - Vendor 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 Self Help Groups (SHG's) - Vendor. In case of failure to honor the advance booked order, the Self Help Groups (SHG's) - Vendor shall solely be responsible for its consequences. In case of withdrawal before lock in period the EOI security will be forfeited.

## 7 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.

- 7.1 In order to widen the Short-listing so as to ensure inclusion of new Self Help Groups (SHG's) as Vendor, the EOI, will be **open throughout the year** and can be submitted on any of working day.
- 7.2 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
- 7.3 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 a tribunal of 3 Arbitrators. Each party to the arbitration shall appoint one (01) arbitrator and 2 arbitrators thus appointed shall appoint third arbitrator who will act as presiding arbitrator of the tribunal. In case any party fails to appoint its nominee arbitrator within 30 days, the nominated arbitrator shall act as sole arbitrator to resolve the dispute between parties. 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.

- 7.4** In the event of any breach of the said terms and conditions of the Short-listing, IRCTC shall be entitled to forfeit the EOI Security besides de-empanelling and debarring the Self Help Groups (SHG's) - Vendor from participating in the future projects of IRCTC for a period of 1 year.
- 7.5** IRCTC at their discretion may call for any record to satisfy them regarding operations of the applicant's outlets and applicant will provide every help failing which it may amount to breach of condition of the Short-listing.
- 7.6** The Self Help Groups (SHG's) - Vendor shall comply with any other instructions issued by IRCTC from time to time within a reasonable time, as may be necessary. IRCTC may conduct inspection of the unit and the Short-listing may 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 Self Help Groups (SHG's) - Vendor shall have to improve and make up the deficiency as stipulated standard by IRCTC.
- 7.7** The party should have VAT registration for the location for which he is submitting the application and in case VAT registration for the location is not available then the Self Help Groups (SHG's) - Vendor shall have to get VAT registration done within 10 days.
- 7.8** The Self Help Groups (SHG's) - Vendor should have all certificates viz FSSAI licence, VAT, Service tax registration or any other licence/registration required as per law of the land for the unit from where the delivery of food is to be done.
- 7.5** No exclusive rights to be provided to any 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/Self Help Groups (SHG's) - Vendor for delivery of food at a particular station.
- 7.9** IRCTC shall not be liable to the Self Help Groups (SHG's) - Vendor for any of the following types of losses or damage arising out of delivery of food through e-catering whether in contract or tort (including any liability for negligence howsoever arising out of or in conception with the performance of IRCTC's obligations in the provision of the e-catering services):-
- i) Loss of revenue, business, anticipated savings or profits; or
  - ii) Any indirect or consequential loss howsoever 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 centre. The Self Help Groups (SHG's) - Vendor has agreed to indemnify IRCTC against all such claims.
- 7.10** The Self Help Groups (SHG's) - Vendor shall be solely responsible for lapses, violation and non-compliance, if any of all statutory dues etc.



- 7.11** The Self Help Groups (SHG's) - Vendor 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 wilful or not, and whether within or without premises.
- 7.12** The Self Help Groups (SHG's) - Vendor deemed to be for all legal 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.



**Format for covering letter**  
**(To be submitted on the letter head of the applicant)**

**IRCTC Ltd.**  
**Corporate Office,**  
**12<sup>th</sup> Floor, Statesman House,**  
**B-148, Barakhamba Road,**  
**Connaught Place,**  
**New Delhi-110001**

**Subject: Expression of interest of Short-listing of Self Help Groups (SHG's) as Vendor for provision of supply & delivery of Pre-ordered through e-catering.**

I/We \_\_\_\_\_ (name of the authorized signatory) on behalf of \_\_\_\_\_ (name of the applicant) \_\_\_\_\_ offer our interest for Short-listing of Self Help Groups (SHG's) as Vendor for supply of Pre-ordered meals through e-catering.

I/We hereby bind myself/ourselves to complete all the formalities from time to time as required after the Short-listing.

a) I / We hereby understand that the submission of expression of interest does not guarantee Short-listing.

b) I / We solemnly declare that to the best of my/our knowledge and belief, the information given 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.

c) 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 3 years at any time without assigning any reason whatsoever.

d) IRCTC and its representatives are hereby 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.

e) It is understood that this is not a tender form but Short-listing process and no business is guaranteed by IRCTC, on qualifying Short-listing eligibility.

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 providing the above services at IRCTC units through e-Catering.

Thanking you  
Yours sincerely

(Authorized Signatory)

Name

Designation and seal

Name of the company and address:

Telephone:

Mobile:

Fax:

Email:



**Eligibility Criteria for Short-listing in E-catering**

SN	Technical Criteria	Details	Page Nos.
		(to be filled by the Applicant)	
Mandatory Documents			
1.	Name and full address of the Applicant (SHG) with Telephone, e-mail & Fax Number(s) and Contact Person.		
2	Security deposit by Demand draft payable at par at the city of submission of application of Rs. 5000/-.		
3.	List of all the members of SHG along with their addresses (signed by authorized signatory/ies).		
4.	Identity and address proofs of authorized signatory/ies:- a) Voter I-Card b) Inter-se Agreement (either registered or un-registered) executed by all members of SHGs communicating their decisions to open a saving bank account and identifying two or three members to jointly operate the account c) PAN card	Voter Id card No. _____  PAN No. _____	
5.	Copy of resolution for authorisation of signing of documents and agreement by the authorized signatories.		
6.	Certificate from SHG detailing major functions carried upon by SHG.		
7.	Copy of rules and regulations of SHG.		
8.	Should have at least one Food Production outlet (production with or without service element) Enclose copy of FSSAI licence or any statutory licence issued by the Authority for the units.		
9.	The group should be in active existence for at least a period of six months Please enclose- i) Certificate from nationalized bank/Commercial Schedule Bank or NABARD recognizing it as a SHG ii) Certificate from state or central govt. recognizing it as a SHG/Certificate of registration from state or central government. iii) Copy of statement of affairs and revenue & expenditure statement (self attested) for last completed financial year.		
10.	Copy of VAT registration certificate	VAT Reg. No. _____	
11.	Copy of Service tax registration certificate, if applicable. In case of its non-applicability, self declaration certificate needs to be submitted	Service Tax Reg. No. ____	
12	PAN no. of SHG	PAN no. _____	



13	A copy of agreement or copy of certificate of registration number issued by Charity commissioner/Registrar of Co-operative society.		
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**\*\* NOTE**

Applicants who are Firms/Individuals/Self Help Groups (SHGs), whose annual turnover is exceeding Rs. 1 Crore per annum, should submit a copy of the Tax Audited Report as prescribed under the Income Tax Act, 1961 along with their Balance Sheet and Profit & Loss Account duly audited by Chartered Accountant.

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 3 years at any time without assigning any reason whatsoever.

Dated: \_\_\_\_\_  
(Signature of the Applicant)

SEAL

Name \_\_\_\_\_  
Address: \_\_\_\_\_





## 8. General instructions to Applicants

1. All documents submitted along with the 'EOI' application should be serially numbered on the top right hand corner of every page of the EOI Document.
2. The requisite instrument of EOI Security should be attached with page number one, as mentioned above, of the EOI Document.
3. The name of the applicant should be mentioned on the reverse of the respective DD, attached as EOI Security with the EOI application.
4. This EOI document should be duly signed and stamped by the Authorized signatory of the applicant. Board Resolution for authorization to authorized signatory should be enclosed.
5. The EOI document should be submitted in original with all pages intact.
6. EOI application should be submitted in a sealed envelope clearly indicating applicant's name and address and the date of opening the EOI.
7. EOI document must be submitted in the EOI box specifically marked for this purpose at IRCTC office.
8. 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.
9. 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.
10. 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 to any of the office as indicated at **Clause 8A** below.
11. 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.
12. All the pages of the EOI application document may be signed and stamped by the authorized signatory of the applicant. Applicant shall be solely responsible for compliance with applicable laws of State and Central such as VAT & Service Tax Law, Provident Fund Law, Labour Law, ESI, EPF, Minimum wage, bonus etc or any other law of the land and registration/approval from statutory authority, as applicable.
13. Laws of the Republic of India are applicable to this EOI and subject to the Jurisdiction of Courts situated at Delhi.



## 8 (A). Submission of EOI

1. Applicant can submit EOI at any of the following IRCTC offices:
  - a) **Corporate Office** - 11<sup>th</sup> Floor, B-148, Statesman House, Barakhamba Road, New Delhi-110001.  
**Nodal Officer** – Shri Gaurav Goyal, +91 9717640680
  - b) **North Zone Office** – Rail Yatri Niwas Building, New Delhi Railway Station Complex, Ajmeri Gate Side, New Delhi-110001.  
**Nodal Officer** – Shri Tanveer Ismail, +91 9717640668
  - c) **West Zone Office** – 2<sup>nd</sup> Floor, New Administrative Building, Central Railway, CST Mumbai – 400 001.  
**Nodal Officer** – Shri U.G. Naidu +91 9004082866
  - d) **East Zone Office** – Old Koilaghat Building (Ground floor), 3- Koilaghat Street, Kolkata – 700 001.  
**Nodal Officer** – Shri Subrata Banerjee +91 9002040025
  - e) **South Zone Office** – 6A, The Rain Tree Palace, No. 9, Mc Nichols Road, Chatpet, Chennai – 600 031.  
**Nodal Officer** – Shri V.G. Subramanian +91 9003140624
  - f) **South Central Zone Office** – 9-1-129/1/302, 3<sup>rd</sup> floor, Oxford Plaza, Sarojini Devi Road, Secunderabad – 500 003.  
**Nodal Officer** – Shri D.L.V.S.S. Varma +91 9701360604
2. Applicant should submit only one application and can apply at any of the above IRCTC office and short-listing will be valid for entire Indian Railways for e-catering project, subject to fulfilment of the EOI conditions.

## 9. EOI evaluation

1. The experience and financial criteria of the bidding entity only shall be taken in to consideration for assessment and evaluation.
2. IRCTC will open the sealed envelopes and determine whether each application is 'responsive' to the Eligibility requirements of the EOI.
3. If any of the Eligibility criteria is not fulfilled, in any manner whatsoever, 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 a 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 or department, 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. Notwithstanding anything to the contrary contained in this EOI, IRCTC may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a 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:**

**Signature of the authorized Signatory**  
**Name & Designation:**  
**Name of the Applicant with seal**

