

No. 2023/NFR/14
E-office no. 3401606

New Delhi
Dated: 23.11.2023

(Commercial Circular No.29 of 2023)

The General Manager,
Southern Railway,
Chennai.

Subject: Pilot Project of Yatri Seva Anubandh (YSA) Initiative on 06 pairs of Vande Bharat (VB) trains – regarding

In the transformative era of India's 'Amrit Kaal', Indian Railways is committed to enhance the passenger experience and bring a qualitative change in on-board services. At present, various types of on-board activities and passenger services, viz., food and beverage, housekeeping services, and advertising rights are being managed separately by different Service Providers. In order to improve service quality, Indian Railways has conceptualized the pilot Yatri Seva Anubandh (YSA) initiative to be implemented on 06 pairs of Vande Bharat trains plying over Southern Railway as a proof of concept.

1. Objective and Preamble:

- The vision of pilot YSA initiative is to improve the quality of on-board passenger services by providing Sampurn Yatri Seva) to ensure सफाई भी-सुविधा भी-सेवा भी (SAFAI BHI -SUVIDHA BHI- SEVA BHI).
- The pilot initiative aims to enhance passenger experience, provide greater choice in food and beverages, and ensure ease of travel by providing additional value-added services to passengers like concierge services, on-board infotainment and access to travel essentials and accessories.
- The pilot YSA initiative aims to bring a qualitative shift in the focus towards service outcomes through passenger driven performance appraisal system and holistic evaluation of service.

- Governing framework of pilot YSA initiative for 06 pairs of VB trains over Southern Railway:** The Vande Bharat (VB) trains covered under the pilot YSA initiative would be governed by the guidelines stipulated in this YSA Commercial Circular. Consequently, all instructions issued by various stakeholder departments (Environment and Housekeeping Management, Tourism and Catering, Telecom, Mechanical (Coaching), Passenger Marketing/Commercial, Non Fare Revenue) from time to time stand modified for these Vande Bharat trains (listed in Annexure-1 of SBD), w.e.f. date of issue of these YSA guidelines.

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3. **Broad scope of pilot YSA initiative:** Apart from improving service quality and passenger experience, YSA also aims to reduce expenditure currently being incurred by IR on housekeeping through service integration (one Service Provider per train) and provide access to the Service Provider (SP) to revenue verticals such as advertising (inside trains) and permission to provide ancillary services. Accordingly, the SP shall provide the following in an integrated manner, complying with all applicable laws, government acts, rules, regulations and codal provisions. The Service Provider (SP) for the pilot YSA initiative shall:

- Provide housekeeping in all coaches free of charge to passengers.
- Serve prepaid meals as per the menu and tariff notified by IR from time to time.
- Sell à la carte food and beverages to passengers at pre-published rates.
- Provide passengers with value-added services like concierge, infotainment, and sale of travelling essentials and other items on payment basis.
- Handle onboard passenger grievances.
- Resolve minor faults like a jammed door, a latch/loose nut/leaking tap, etc., with the aid of a simple tool kit.
- Maintain the standard of onboard services as stipulated by Ministry of Railways from time to time.

In addition to the above:

- The SP would also exclusively provide e-catering based delivery of food for passengers travelling onboard YSA VB TRAINS. The SP shall ensure that the rates of F&B items provided via e-catering are reasonable and comparable to market rates.
- The SP shall also be exclusively permitted to advertise inside coaches as per regulations and extant guidelines. General and specific guidelines of advertising shall have to be abided by SP.

4. **Exclusive rights and obligations of the Service Provider (SP) for the pilot YSA initiative:**

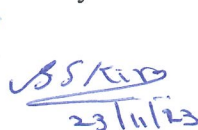
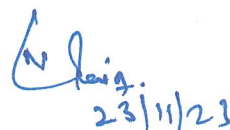
SN	Service Domain	Key Result Areas and Service Expectations
A	Housekeeping (Free of charge)	<ul style="list-style-type: none"> Maintain cleanliness/hygiene as per schedule. Deployment of minimum one person per coach for housekeeping. At least one of the service personnel deployed by the SP exclusively for housekeeping should be trained and certified by institutions accredited under the Pradhan Mantri Kaushal Vikas Yojana or by the All India Institute of Local Self Government (AIILSG), New Delhi or any other government recognized training institute in cleaning / hospitality / housekeeping work. Passengers can request need-based cleaning through the Yatri Seva App.

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B	Food and beverage (F&B) services (prepaid + à la carte)	<ul style="list-style-type: none"> F&B services (prepaid meals) can be booked at the time of purchasing train ticket or thereafter through the Yatri Seva App or onboard. Provide prepaid meals included in the ticket at the time of booking if opted by the passenger trains as per extant instructions). Sell à la carte meals onboard with SP's pre-published tariff. Provision for e-catering based delivery of food for passengers. Deployment of service personnel for F&B services in the YSA VB TRAINS as per extant instructions governing the respective trains. At least one of the service personnel deployed in each train by the SP exclusively for F&B services must possess a Diploma/Graduation in hospitality / hotel management / catering from a government recognized institute. Onboard YSA supervisor/manager deployed by the SP must possess a graduate degree in any discipline from a government recognized institute, and have a minimum of three years of experience in the hospitality industry. Source food from ISO-certified base kitchens and ensure QR code on meal packets and CCTV at base kitchen.
C	Concierge services	<ul style="list-style-type: none"> Cab (boarding + de-boarding assistance) services including provision of wheel chairs/golf carts at origin/destination. Yatri Seva App based booking on the SP's site. Ensure seamless and smooth provision of service. Engagement of Licensed Sahayaks available at the stations on payment basis.
D	Onboard Infotainment	<ul style="list-style-type: none"> Yatri Seva App based booking or direct service access onboard. Ensure seamless and quality content. Compliance with all laws, rules and regulations pertaining to data protection, displaying, broadcasting, intellectual property rights, etc.
E	Vending travel essentials and miscellaneous products	<ul style="list-style-type: none"> Yatri Seva App based booking or direct service access onboard. Compliance with all laws pertaining to e-commerce, consumer protection and IR codal provisions. Freedom to sell any products except <ol style="list-style-type: none"> those prohibited under law, and tobacco products, narcotic drugs and psychotropic substances, pornographic and obscene material, counterfeit and pirated goods, antiquities, banned wildlife products, wine, beer or any other alcoholic drinks. Beef and Pork shall not be used in any form in any food items.

5. Grievance redressal mechanism:

- SP shall promptly attend to complaints conveyed by the IR Administration regarding services provided.
- SP's supervisor will be informed about complaints registered on Rail Madad App via alerts, which can be accessed in real time for immediate corrective action, or intimating the concerned authority.

- c. Whenever, any onboard service deficiency or lapse is brought to the attention of the SP (by staff / passenger or IR authorities), he shall get it addressed immediately during the course of the journey itself. All information about the nature of incident, intervention carried out and the time taken to redress the deficiency / lapse thereof would be available on the YSA App / website.
- d. In case the deficiency is technical in nature and requires post-embarkment intervention, the same would be done before commencement of the next scheduled journey of the rake.
- e. Any qualitative service improvement pointed out to the SP by IR authorities has to be carried out within a period stipulated by the DRM of the concerned Division in his written directive to the SP.

6. YSA App for the pilot YSA initiative: Digital interface between passengers, SP and IR

- a. IR will develop a Yatri Seva App for the pilot YSA initiative, an application enabling passengers travelling on YSA VB TRAINS to avail of YSA services (including booking, cancellation and feedback).
- b. SPs would be given a standard format by IR in which they will give details of products and services along with prices on their webpage.
- c. In addition to the changes made in Indian Railways ticket booking portal enabling provision to avail YSA services at the time of booking the ticket (provided reservation is confirmed/RAC/partially confirmed), an SMS-based link will also be sent by IR to passengers with confirmed train tickets (confirmed/RAC/partially confirmed tickets) one week prior to the scheduled departure of the train. Passengers will be able to download YSA App on their mobile instruments and can also access the YSA content via a web link.
- d. The transaction between the customer and the SP is a direct commercial transaction between the respective customer and the SP. The SP would be solely liable for the goods and services provided through the Yatri Seva App.
- e. The YSA App would contain links to all the services being offered on the train as well as a grievance module for quick redressal of grievances through the Rail Madad platform.
- f. Passenger feedback and database of passenger choices will be the property of IR.

7. Implementation of pilot YSA initiative through e-tendering and contract management by Southern Railway for 06 pairs of Vande Bharat trains:

- a. The Service Provider for YSA Initiative on the YSA VB Trains shall be selected through e-tendering (IREPS). The e-tendering for the pilot initiative of Yatri Seva on 06 pairs of Vande Bharat trains shall be conducted by PCCM/Nominated SAG officer of Southern Railway (SR).

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- b. Individual train-wise reserve price will be calculated by estimating revenue potential (F&B; Concierge; Vending; infotainment; Advertisement inside trains) and assessing expenditure on Housekeeping services. Due confidentiality shall be maintained.
- c. The bidder will be required to fill in the bid amount against each train and the sum total of all the bid amounts furnished train-wise shall comprise the cumulative license fee offered by the bidder for the YSA VB TRAINS. The YSA contract for providing YSA services on YSA VB TRAINS will be awarded to the bidder offering the highest cumulative license fee for the YSA VB TRAINS provided the cumulative license fee offered by the bidder is equal to or higher than the Total Reserve Price set for the entire YSA VB trains.
- d. Earnest Money Deposit (EMD) to be paid by the bidder shall be equivalent to rupees two lakh plus half percent (0.5%) of the excess of the estimated contract value beyond ₹ one (01) crore subject to a maximum of one crore rupees (₹ 01 crore).
- e. Security Deposit, equivalent to ten percent (10%) of the contract value*, shall be paid by the successful bidder in the form of Bank Draft/Performance Bank Guarantee (PBG). The said PBG shall be valid for the Term of the Agreement and a period extending 6 months beyond the Term of the Agreement.

***Note:** Contract Value is the sum total of the annual assessed revenue accruing from YSA services (Food and beverage; Ancillary services like concierge, infotainment, vending and advertising sources) and annual assessed expenditure on YSA services (Housekeeping).

- f. PCCM/Nominated SAG officer of Southern Railway (SR) shall be the signatory to the Yatri Seva Agreement for the pilot YSA initiative while the respective Divisions that own the Vande Bharat trains (hereafter Asset owning Divisions) shall be "Confirming parties" to the said Yatri Seva Agreement.
 - g. PCCM/Nominated SAG officer of the Zonal Railway other than SR where these VB train shall be running must also be signatory to the agreement.
 - h. PCCM/Nominated SAG officer of Southern Railway (SR) shall be the nodal officer for implementing the YSA Initiative. Any provision of the agreement (including payments for prepaid meals, levying of penalty and termination) shall be enforced by PCCM/Nominated SAG officer of Southern Railway (SR) on receipt of advice from the concerned confirming party/Asset owning Division.
 - i. The model SBD and model agreement is attached herewith. Southern Railway is empowered to make minor/marginal changes if needed in the said model SBD and model agreement to accommodate local needs.
- 8. Eligibility conditions for the bidders to participate in the e-tender for YSA VB pilot initiative and physical verification:**

- a. **Bidder definition:** Individual / sole proprietorship firm / company incorporated under the Companies Act, 2013 / partnership firm registered under the Partnership Act, 1932, corporation, consortium or joint venture (JV), etc., which meet requisite eligibility criteria. In case of a JV/consortium/partnership, the bidders involved shall not be permitted to participate as a member of any other JV/consortium/partnership taking part in the same e-tendering notice.

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b. **Mandatory eligibility criteria:**

Manpower Criteria (Soft infrastructure)	Base Kitchen Ownership/tie-up (Hard infrastructure)	Annual Revenue (Financial Criteria)
Minimum average workforce of 1800 employees with at least 900 employees engaged in food and beverage and/or housekeeping during the last completed financial year FY 22-23. Workforce of 1800 employees may be duly certified by the Chartered Accountant/Statutory Auditor based on EPF contribution of the employer/PF Trust and exemption sought, if any, from PF contribution under Form 11 of EPF Act, 1952. Relevant documents relating to EPF contribution and exemption sought under Form 11 as above may be enclosed as proof of meeting the manpower criterion.	Ownership of at least one operational ISO 22000-2005 certified Base Kitchen in Chennai region with a valid FSSAI license, having the capacity to produce at least 1500 meals per day and proof of supply of at least 90,000 meals in any of the four preceding quarters of the last completed financial year (FY 2022-23) (duly certified by Chartered Accountant /Statutory Auditor).	Annual gross revenue of Rs. 120 crore in any one (01) of the five (05) preceding financial years with at least Rs. 40 crore revenue accruing from the business of food and beverages and/or housekeeping (duly certified by Chartered Accountant /Statutory Auditor).
<p>*Note: In case of JV/consortium/partnership:</p> <ol style="list-style-type: none"> At least one of the constituents/partners must satisfy the manpower criteria individually, and other two criteria may be satisfied either individually or collectively. Lead partner having the authorized mandate to represent, participate on behalf of others should have at least 51% share in the JV/consortium/partnership and cannot exit the JV/consortium/partnership during the period of the contract. 		

- Sr. DCM of the concerned division in whose jurisdictions the base kitchen(s) (as declared by the successful bidder) fall, shall physically verify the respective base kitchen before the SP commences commercial operations on the respective trains.
 - In addition to the mandatory eligibility criteria stipulated at Para 8 (b) above, once the YSA contract is awarded, the SP would be required to own or have a tie-up with any ISO 22000-2005 certified base kitchen in India / en-route / destination. The same would also be physically verified by the concerned Sr. DCM(s) in whose jurisdiction such kitchens fall before the SP commences commercial operations on the respective trains.
9. **Tenure:** Five years with two extensions of one year each (5+1+1 years), based on the performance of the SP. The contract can be extended on account of operational contingencies or terminated earlier by following due procedure.

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10. Commencement of operations by the Service Provider (SP) for the pilot YSA initiative:

The selected SP should commence onboard services in the YSA VB trains with prior approval of the concerned Sr. DCM (Sr. DCM of the division having primary maintenance of the Vande Bharat trains) within 90 days of acceptance of LoA (Letter of award). Trains shall be handed over encumbrance free to the SP in a staggered manner. In certain category of YSA VB trains, the entire scope of YSA services and rights may not be available at the time of handover of the Vande Bharat trains to the successful bidder. In such trains, the Service provider (SP) has to factor the staggered handover of services on a particular train and operationalize the full spectrum of YSA services as per the schedule of train-wise availability of services provided by Southern Railway.

11. Performance review through KPIs + Rail Madad + Inspection + Audit:

- a. The SP shall make sincere efforts as per good industry practice for obtaining detailed passenger feedback (for individual service) and quick passenger feedback (comprising all services) as per the formats indicated in the respective Schedule of model Agreement. Service-wise key performance indicators (KPIs) are tabulated below:

Service-wise KPIs for different Yatri Seva	
Rating: 3 – Excellent ; 2 – Satisfactory; 1 – Needs improvement	
Food and Beverage	Housekeeping
Courteousness of staff	Cleanliness, disinfection and hygiene inside toilets
Cleanliness and hygiene	Cleanliness and hygiene in other areas such as doorways, gangways, vestibules, corridors and in passenger compartments
Overall quality, taste and freshness of food	Quality of the toiletries such as toilet paper, air freshener/deodorant
Packaging in proper trays, containers and provision of adequate cutlery	Courteousness, appearance and behavior of staff
Timeliness of service (for breakfast, lunch, dinner and snacks/tea)	
Service-wise weightage for Yatri Seva services in Average Quarterly Feedback	
0.50	0.50

Note: If feedback for any of the above service(s) (i.e., F&B, and housekeeping) is not available for whatever reason, then the corresponding weight(s) shall be distributed amongst the other service(s) on pro-rata basis.

- b. The Average Quarterly Feedback (AQF) obtained online, the feedback obtained on the YSA App, the Rail Madad App, Third Party Audit and inspection by IR officials shall be the primary basis for reviewing the performance of the YSA SP. Quarterly assessment of performance on YSA VB TRAINS shall be based on weighted averages:
- Passenger feedback on the YSA App and the Rail Madad App [70%]
 - Audit by third party [20%] and
 - IR inspection/s [10%]

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**Note: Third party agency for carrying out audit shall be hired by IR. In case monitoring by any particular methodology is not carried out in a quarter, weightage of such methodology would be distributed amongst the remaining methodologies. By way of illustration: If in a particular quarter IR fails to conduct the Audit through a third party agency, it's 20% weight age will be distributed between passenger feedback and IR inspection (15% will be added to passenger feedback and 5% to IR inspection).*

- c. The SP will be liable to pay penalties for defaulting on the terms and conditions of the agreement, causing inconvenience to passengers, overcharging, delay in agreement execution, flouting any law of the land and for below-par passenger feedback, i.e., in case the AQF is below score of 2 (Schedule J and K of model Agreement). The detailed penalty regime is illustrated in Schedule I of model Agreement. For the purpose of calculating average feedback score, a score of 2 would be assumed for all such passengers who have not submitted their feedback.

12. Pilot YSA initiative Contract-Change in Scope provision:

- a. **Addition of new service(s) to the list of existing services is permitted** subject to a maximum of 10% of the Contract Value. The proposal for such an addition, whether initiated by the Railway or the SP, shall be examined by a committee of officers comprising Sr. DCM, Sr. DME and Sr. DFM, factoring rate reasonableness and the prevalent market rates for similar service(s) within a period of two weeks from the date of receipt/initiation of the proposal and approved by the tender accepting authority. Upon approval of the competent authority, the revised license fee payable by the SP shall be notified by the competent authority within 7 days. In this context, the SP on receipt of the notification of revised license fee shall pay the notified additional annual license fee in advance and commence the new YSA services within a period of 30 days.

13. Termination and Exit Clauses: The detailed provisions of termination and exit have been mentioned in the attached Model agreement. The main aspects of the Exit clause are as under:

- a. **Termination by Service Provider (SP):** If it is not feasible for the SP to continue the execution of the YSA Agreement due to any reason, the SP may serve a Termination Notice to the Railway Administration, after completion of 12 (twelve) months of the Agreement Period. The Agreement shall be terminated after completion of 06 (six) months from the date of Termination Notice or after commencement of a fresh Agreement with another Service Provider, whichever event occurs earlier. Thereafter, Security Deposit shall be refunded by the Railway Administration.
- b. **Termination/ foreclosure by Railways:** Railway Administration shall have the right to terminate/ foreclose the Agreement for any reason whatsoever with prior notice of 12 months. If Railway Administration terminates/ forecloses the YSA Agreement for administrative reasons, the SP shall be paid a compensation of 10% of the License fee for the period of one year.

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- c. **Termination by Railways on account of operational exigencies:** In case of extreme operational exigency, Railway Administration may terminate the YSA Agreement with immediate effect, after recording reasons in writing, without any financial repercussions on either side, on the recommendation of PCCM, Southern Railway, Security Deposit shall be refunded.
- d. **Termination by Railways on account of recurrent service failure by the YSA service provider:** In case of recurrent service failure by the YSA service provider, Railway Administration may terminate the YSA Agreement after giving notice to that effect. Recurrent service failure is deemed to have occurred when SP fails over two successive quarters to satisfactorily provide YSA services, as assessed from the overall performance index i.e. quarterly score falling below the score of 2 over two successive quarters. Security Deposit shall be forfeited, advance license fee shall not be refunded, and railways may enter into substitute agreement at the risk and cost of SP.
14. **Substitute arrangements:** In the event of recurrent complaints from passengers with respect to any of the service(s) provided in the Yatri Seva Agreement, Railway reserves the right to make any substitute arrangement in any manner as deemed fit at the cost and risk of the Service Provider. The Service Provider shall make good all costs and expenses, if any, incurred by Railways for making these substitute arrangements. This is without prejudice to any other remedy that may be available to the Railway under the YSA Contract.
15. **Obligations of the Service Provider:** Detailed obligations of the Service Provider shall be as per Yatri Seva Agreement.
16. **Dispute resolution and arbitration:** Dispute resolution and arbitration shall be as per Yatri Seva Agreement.
17. **Force Majeure and indemnification:** Force Majeure and indemnification shall be as per Yatri Seva Agreement.
18. **Role of Southern Railways (ZRs):** Train mapping, hand over schedule factoring the tenure of currently operational contracts on the 06 Vande Bharat Trains identified for the pilot initiative, reserve price calculation, floating of tender, finalization, awarding of YSA contract, contract management, marginal changes in the model SBD and model agreement to accommodate any minor changes as per local needs.
19. Special Conditions of Contract are enclosed in model Agreement.
20. The provisions contained in this initiative shall be applicable for the duration of the pilot initiative. Based on the feedback received from the stakeholders and the outcomes, the guidelines may be suitably amended.
21. CRIS shall ensure integration of Yatri Seva App and Rail Madad and its smooth working and provision of MIS/EOD reports to Divisions/Zonal Railways. CRIS shall make necessary software modifications to conduct and award limited tender as per the procedure illustrated in the policy.

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22. A dedicated Yatri Seva cell will be made operational at Railway Board drawing staff from multiple branches/field units to monitor performance, complaints on Rail Madad, feedback analysis on Yatri Seva App and other feedback platforms. The cell will apprise all stakeholders on a regular basis and will be the primary interface between Divisions, Service Provider and Railway Board. The cell will enable, facilitate and coordinate with multiple agencies in times of need.

23. This is issued in consultation with the stakeholder directorates and with the concurrence of Finance Directorate of the Ministry of Railways.

 23/11/23
(B.S.Kiran)

Director/ Marketing and Business Development

No. 2023/NFR/14
E-office No. 3401606

New Delhi
Dated, the 23rd November, 2023

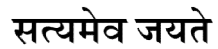
Copy to: (i) PFAs of all Zonal Railways for information and necessary action.
(ii) Dy. Comptroller & Auditor General of India (Railways), 224, Rail Bhavan.

 23/11/23
For Member Finance, Railway Board

No. 2023/NFR/14
E-office No. 3401606

New Delhi
Dated, the 23rd November, 2023

Copy to: 1. EDPG/MR, EDPG/MOSR(D), OSD/MR, OSD/Cord/MR for kind information.
2. PCCMs of all Zonal Railways for information and necessary action
3. MD/CRIS for kind information and necessary action
4. EDPM, EDEnHM, ED/ Mech(Coaching), ED/T&C, EDFC, EDIP for kind information



Yatri Seva Anubandh

Pilot initiative on Vande Bharat Trains

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TOP SHEET

1. Details to be filled in by IR:

Tender no.	
Nature of services	Provision of onboard services on Yatri Seva Anubandh (YSA) trains
Reserve Price per annum	₹.....
Earnest Money Amount	₹.....
E-tender document available at	www.ireps.gov.in
System of e-tendering	Single-stage; two-packet system
Validity of offer from the date of e-tender	90 days from the last date for submission of bids
Date and time of closing of submission of tender	
Date and time of opening of tender (Technical)	
Stipulated date of commencement of YSA services on YSA trains	Within 90 days from the date of acceptance of Letter of Award (LoA)
Contract period	Five years (further extendable by 1+1 year as per the governing framework of the YSA initiative) from the date of commencement

2. Mandatory details to be filled in by the bidder while submitting the offer:

Constitution of the firm/concern (tick as applicable)	Individual / sole proprietorship firm / company / partnership firm / corporation / consortium or joint venture (JV) etc.
Full name of the individual / sole proprietorship firm / company / partnership firm / corporation / consortium or joint venture (JV) etc.	
Year of formation/incorporation	
Permanent Account Number (PAN)	
GST No.	
E-mail ID	
Contact no.	
Address of the registered office	
Address for correspondence	
Name(s) of the proprietor/partners, etc.	
Details of EMD submitted	

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DISCLAIMER

1. Indian Railways/ Railway Administration (hereinafter mentioned as “**IR**”) does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this bid document. Therefore, each bidder should conduct its own investigations and analysis, and check the accuracy, reliability and completeness of the information provided in this bid document, and obtain independent advice from appropriate sources. The bidder shall bear all its costs associated with the preparation and submission of its bid, including expenses associated with any clarifications that may be required by IR, or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and IR shall not be liable in any manner.
2. The issue of this document does not imply that IR is bound to select the bidder or to appoint the selected bidder. IR reserves the right to reject any or all of the bids submitted in response to this bid document at any stage without assigning any reasons whatsoever. IR also reserves the right to withhold or withdraw the process at any stage with intimation to all bidders that have submitted the bid.
3. IR reserves the right to change, modify or amend any or all of the provisions contained in this bid document at any stage. Such changes shall be notified on the e-tendering portal and no separate notice would be issued to bidders.
4. No additional documents pertaining to eligibility shall be entertained after opening of the tender. The offer shall be evaluated as per the documents once submitted along with the offer, and offers found without required documents pertaining to eligibility will be summarily rejected.
5. No post-tender correspondence for submission of additional documents shall be entertained after opening of the technical and commercial offers. Suo-motu post-tender letters shall also be treated as null and void.
6. Each bid document must be accompanied with self-attested photocopies of documents.

CHAPTER 1

Section 1: Objectives and Snapshot of YSA

Section 2: Bid Notice

Section 3: General Instructions to Bidders

Section 1: Objectives and Snapshot of Yatri Seva Anubandh (YSA) Pilot Initiative on Vande Bharat Trains

1. Objectives of the Yatri Seva Anubandh (YSA) Pilot Initiative on Vande Bharat Trains:

In the transformative era of India's 'Amrit Kaal', IR is committed to enhance the passenger experience and bring a qualitative change in the onboard services. At present, various types of onboard activities and passenger services, viz., food and beverage (F&B), housekeeping, infotainment and advertising rights are being managed separately by different service providers (hereafter mentioned as 'SP'). In order to improve service quality, IR has pioneered the YSA pilot initiative to be implemented on 06 pairs of Vande Bharat trains of Southern Railway (Annexure 1).

Proof of concept:

- a. The vision of pilot YSA initiative is to improve the quality of on-board passenger services by providing Sampurn Yatri Seva) to ensure सफाई भी –सुविधा भी- सेवा भी (SAFAI BHI -SUVIDHA BHI- SEVA BHI).
- b. The pilot initiative aims to enhance passenger experience, provide greater choice in food and beverages, and ensure ease of travel by providing additional value-added services to passengers like concierge services, on-board infotainment and access to travel essentials and accessories.
- c. The pilot YSA initiative aims to bring a qualitative shift in the focus towards service outcomes through passenger driven performance appraisal system and holistic evaluation of service.

2. Broad scope of YSA Pilot Initiative on Vande Bharat Trains:

Apart from improving service quality and passenger experience, YSA also aims to reduce expenditure currently being incurred by IR on housekeeping through service integration (one SP per train) and provide access to the SP to revenue verticals such as advertising (inside trains) and permission to provide ancillary services. YSA also aims to bring a qualitative shift in the focus towards service outcomes through passenger-driven performance appraisal system and holistic evaluation of service. Accordingly, the SP shall provide the following in an integrated manner, complying with all applicable laws, government acts, rules, regulations and codal provisions.

The SP shall:

- a. Provide housekeeping in all coaches free of charge to passengers.
- b. Serve prepaid meals in prepaid trains as per the menu and tariff notified by IR from time to time.
- c. Sell à la carte food and beverages to passengers at pre-published rates.
- d. Provide passengers with value-added services like concierge, infotainment, and sale of travelling essentials and other items on payment basis.
- e. Handle onboard passenger grievances.
- f. Resolve minor faults like a jammed door, a latch/loose nut/leaking tap, etc., with the aid of a simple tool kit.
- g. Maintain the standard of onboard services as stipulated by Ministry of Railways from time to time

In addition, the SP would also exclusively provide e-catering based delivery of food for passengers travelling onboard YSA trains. E-catering services offered by any other SP/aggregator would stand disabled for these YSA trains. However, the SP shall ensure that the rates of F&B items provided via e-catering are reasonable and comparable to market rates.

The SP shall also be exclusively permitted to advertise inside coaches as per regulations and extant guidelines.

3. Exclusive rights and obligations of the SP:

SN	Service Domain	Key Result Areas and Service Expectations
A	Housekeeping (free of charge)	<ul style="list-style-type: none"> • Maintain cleanliness/hygiene as per schedule. • Deployment of minimum one person per coach for housekeeping. • At least one of the service personnel deployed by the SP exclusively for housekeeping should be trained and certified by institutions accredited under the Pradhan Mantri Kaushal Vikas Yojana or by the All India Institute of Local Self Government (AIILSG), New Delhi or any other government recognized training institute in cleaning / hospitality / housekeeping work. • Passengers can request need-based cleaning through the Yatri Seva App.
B	Food and beverage (F&B) services (prepaid + à la carte)	<ul style="list-style-type: none"> • F&B services (prepaid meals) can be booked at the time of purchasing train ticket or thereafter through the Yatri Seva App or onboard. • Provide prepaid meals included in the ticket at the time of booking if opted by the passenger as per extant instructions). • Sell à la carte meals onboard with SP's pre-published tariff. • Provision for e-catering based delivery of food for passengers. • Deployment of service personnel for F&B services in the YSA VB trains as per extant instructions governing the respective trains. • At least one of the service personnel deployed in each train by the SP exclusively for F&B services must possess a Diploma/Graduation in hospitality / hotel management / catering from a government recognized institute. • Onboard YSA supervisor/manager deployed by the SP must possess a graduate degree in any discipline from a government recognized institute, and have a minimum of three years of experience in the hospitality industry. • Source food from ISO-certified base kitchens and ensure QR code on meal packets and CCTV at base kitchen.
C	Concierge services	<ul style="list-style-type: none"> • Cab (boarding + de-boarding assistance) services including provision of wheel chairs/golf carts at origin/destination. • Yatri Seva App based booking on the SP's site. • Ensure seamless and smooth provision of service. • Engagement of Licensed Sahayaks available at the stations on payment basis.
D	Onboard Infotainment	<ul style="list-style-type: none"> • Yatri Seva App based booking or direct service access onboard. • Ensure seamless and quality content. • Compliance with all laws, rules and regulations pertaining to data protection, displaying, broadcasting, intellectual property rights, etc.

SN	Service Domain	Key Result Areas and Service Expectations
E	Vending travel essentials and miscellaneous products	<ul style="list-style-type: none"> • Yatri Seva App based booking or direct service access onboard. • Compliance with all laws pertaining to e-commerce, consumer protection and IR codal provisions. • Freedom to sell any products except <ul style="list-style-type: none"> i) those prohibited under law, and ii) tobacco products, narcotic drugs and psychotropic substances, pornographic and obscene material, counterfeit and pirated goods, antiquities, banned wildlife products, wine, beer or any other alcoholic drinks. Beef and Pork shall not be used in any form in any food items.

4. Grievance redressal mechanism:

- SP shall promptly attend to complaints conveyed by the IR Administration regarding services provided.
- SP's supervisor will be informed about complaints registered on Rail Madad App via alerts, which can be accessed in real time for immediate corrective action, or intimating the concerned authority.
- Whenever, any onboard service deficiency or lapse is brought to the attention of the SP (by staff / passenger or IR authorities), he shall get it addressed immediately during the course of the journey itself. All information about the nature of incident, intervention carried out and the time taken to redress the deficiency / lapse thereof would be available on the YSA App / website.
- In case the deficiency is technical in nature and requires post-embarkment intervention, the same would be done before commencement of the next scheduled journey of the rake.
- Any qualitative service improvement pointed out to the SP by IR authorities has to be carried out within a period stipulated by the DRM of the concerned Division in his written directive to the SP.

5. YSA App: Digital interface between passengers, SP and IR

- IR will develop a Yatri Seva App, an application enabling passengers travelling on YSA trains to avail of YSA services (including booking, cancellation and feedback).
- SPs would be given a standard format by IR in which they will give details of products and services along with prices on their webpage.
- In addition to the changes made in Indian Railway ticket booking portal enabling provision to avail YSA services at the time of booking the ticket (provided reservation is confirmed/RAC/partially confirmed), an SMS-based link will also be sent by IR to passengers with confirmed train tickets (confirmed/RAC/partially confirmed tickets) one week prior to the scheduled departure of the train. Passengers will be able to download YSA App on their mobile instruments and can also access the YSA content via a web link.
- The transaction between the customer and the SP is a direct commercial transaction between the respective customer and the SP. The SP would be solely liable for the goods and services provided through the Yatri Seva App.
- The YSA App would contain links to all the services being offered on the train as well as a grievance module for quick redressal of grievances through the Rail Madad platform.
- Passenger feedback and database of passenger choices will be the property of IR.

6. **Contract through e-tendering:** The bidder will be required to fill in the bid amount against each train (factoring the services on offer) and the sum total of all the bid amounts furnished train-wise shall comprise the cumulative license fee offered by the bidder for the YSA trains. The YSA contract for providing YSA services on YSA trains will be awarded to the bidder offering the highest cumulative license fee for the YSA trains provided the cumulative license fee offered by the bidder is equal to or higher than the Total Reserve Price set for the entire group of YSA trains.
7. **Eligibility conditions for the bidders to participate in the e-tender for YSA and physical verification:**
 - a. **Bidder definition:** Individual / sole proprietorship firm / company incorporated under the Companies Act, 2013 / partnership firm registered under the Partnership Act, 1932, corporation, consortium or joint venture (JV), etc., which meet requisite eligibility criteria. In case of a JV/consortium/partnership, the bidders involved shall not be permitted to participate as a member of any other JV/consortium/partnership taking part in the same e-tendering notice.

b. Mandatory eligibility criteria:

Manpower Criteria (Soft infrastructure)	Base Kitchen (Hard infrastructure)	Annual Revenue (Financial Criteria)
Minimum average workforce of 1800 employees with at least 900 employees engaged in food and beverage and/or housekeeping during the last completed financial year FY 22-23. Workforce of 1800 employees may be duly certified by the Chartered Accountant/Statutory Auditor based on EPF contribution of the employer/PF Trust and exemption sought, if any, from PF contribution under Form 11 of EPF Act, 1952. Relevant documents relating to EPF contribution and exemption sought under Form 11 as above may be enclosed as proof of meeting the manpower criterion.	<ul style="list-style-type: none"> Ownership of at least one operational ISO 22000-2005 certified Base Kitchen in Chennai region with a valid FSSAI license, having the capacity to produce at least 1500 meals per day and proof of supply of at least 90,000 meals in any of the four preceding quarters of the last completed financial year (FY 2022-23) (duly certified by Chartered Accountant /Statutory Auditor). 	Annual gross revenue of Rs. 120 crore in any one (01) of the five (05) preceding financial years with at least Rs. 40 crore revenue accruing from the business of food and beverages and/or housekeeping (duly certified by Chartered Accountant /Statutory Auditor).
<p>*Note: In case of JV/consortium/partnership:</p> <ol style="list-style-type: none"> At least one of the constituents/partners must satisfy the manpower criteria individually, and other two criteria may be satisfied either individually or collectively. Lead partner having the authorized mandate to represent, participate on behalf of others should have at least 51% share in the JV/consortium/partnership and cannot exit the JV/consortium/partnership during the period of the contract. 		

- Sr. DCM in whose jurisdictions the base kitchen(s) (as declared by the successful bidder) fall, shall physically verify the respective base kitchen before the SP commences commercial operations on the respective trains.
- In addition to the mandatory eligibility criteria stipulated at Para 7 (b) above, once the YSA VB trains contract is awarded, the SP would be required to own or have a tie-up with any ISO 22000-2005 certified base kitchen at en-route / origin/destination. The same would also be physically verified by the concerned Sr. DCM(s) in whose jurisdiction such kitchens fall before the SP commences commercial operations on the respective trains.

8. **Tenure:** Five years with two extensions of one year each (5+1+1 years), based on the performance of the SP. The contract can be extended on account of operational contingencies or terminated earlier by following due procedure.
9. **Commencement of operations:** The selected SP should commence onboard services in the YSA VB trains with prior approval of the concerned Sr. DCM within 90 days of acceptance of LoA. Trains shall be handed over encumbrance free to the SP in a staggered manner. In certain category of YSA trains, the entire scope of YSA services and rights may not be available at the time of handover of the trains to the successful bidder. In such trains, the SP has to factor the staggered handover of services on a particular train and operationalize the full spectrum of YSA services as per the schedule of train-wise availability of services mentioned in the Annexure 2.
10. **Obligations of the SP:**
- a. The SP shall display mobile number of the YSA Supervisor prominently in the coaches at specified locations.
 - b. The SP shall provide uniforms with separate color schemes for housekeeping and F&B services.
 - c. Staff/service personnel deployed by the SPs should carry travel authority, medical fitness certificate, police verification report and display photo identity cards.
 - d. The SP will update personal particulars of the staff/service personnel deployed on its module on the Yatri Seva App.
 - e. The SP's staff/service personnel deployed onboard YSA trains should be trained in soft skills, first-aid and firefighting, and maintain all certifications both onboard and digitally.
 - f. The SP shall resolve minor faults like a jammed door, a latch / loose nut / leaking tap, etc., with the aid of a simple tool kit.
 - g. The SP must ensure that adequate staff is deployed at all stations where concierge / value added services are on offer, so that passengers and customers can avail of the services smoothly and seamlessly.
 - h. The mobile number of such off-board station staff shall be shared with the commercial control of the respective Divisions.
 - i. A dedicated 24*7 customer helpline would be made available by the SP to facilitate provisioning of the services on offer.
 - j. The SP shall appoint a nodal official who is sufficiently senior and adequately empowered to intervene, swiftly resolve passenger/customer complaints and grievances and co-ordinate with IR on Yatri Seva service-related matters.
 - k. The SP is responsible for ensuring compliance with all labor laws, rules and regulations and welfare of the staff deployed for the purpose of YSA services and IR Administration shall be kept indemnified from any claims arising whatsoever.
 - l. The SP would provide access to base kitchens, laundries or any facilities as deemed necessary by IR for the purpose of quality check/control and will facilitate inspection by IR personnel, authorized agencies and third party agencies engaged for the purpose of Audit.
 - m. IR does not guarantee any minimum composition of number of coaches or Pantry car. The SP shall not be entitled for any compensation for any portion not run or in the event of their rights of providing services in the said train being affected impeded or interfered with by reasons or suspension of traffic by IR or any alteration in the train timings or late running of trains, or due to any reduction in the number of passengers travelling etc.

11. Performance review through KPIs + Rail Madad + Inspection + Audit:

- a. The SP shall make sincere efforts as per good industry practice for obtaining detailed passenger feedback (for individual service) and quick passenger feedback (comprising all services) as per the formats indicated in Schedule J and schedule K of model Agreement attached herewith. Service-wise key performance indicators (KPIs) are tabulated below:

Service-wise KPIs for different Yatri Seva	
Rating: 3 – Excellent ; 2 – Satisfactory; 1 – Needs improvement	
Food and Beverage	Housekeeping
Courteousness of staff	Cleanliness, disinfection and hygiene inside toilets
Cleanliness and hygiene	Cleanliness and hygiene in other areas such as doorways, gangways, vestibules, corridors and in passenger compartments
Overall quality, taste and freshness of food	Quality of the toiletries such as toilet paper, air freshener/deodorant
Packaging in proper trays, containers and provision of adequate cutlery	Courteousness, appearance and behavior of staff
Timeliness of service (for breakfast, lunch, dinner and snacks/tea)	
Service-wise weightage for Yatri Seva services in Average Quarterly Feedback	
0.50	0.50
Note: If feedback for any of the above service(s) (i.e., F&B, and housekeeping) is not available for whatever reason, then the corresponding weight(s) shall be distributed amongst the other service(s) on pro-rata basis.	

- b. The Average Quarterly Feedback (AQF) obtained online, the feedback obtained on the YSA App, the Rail Madad App, Third Party Audit and inspection by IR officials shall be the primary basis for reviewing the performance of the YSA SP. Quarterly assessment of performance on YSA trains shall be based on weighted averages:
- Passenger feedback on the YSA App and the Rail Madad App [70%]
 - Audit by third party [20%] and
 - IR inspection/s [10%]

***Note:** Third party agency for carrying out audit shall be hired by IR. In case monitoring by any particular methodology is not carried out in a quarter, weightage of such methodology would be distributed amongst the remaining methodologies. By way of illustration: If in a particular quarter IR fails to conduct the Audit through a third party agency, it's 20% weight age will be distributed between passenger feedback and IR inspection (15% will be added to passenger feedback and 5% to IR inspection).

- c. The SP will be liable to pay penalties for defaulting on the terms and conditions of the agreement, causing inconvenience to passengers, overcharging, delay in agreement execution, flouting any law of the land and for below-par passenger feedback, i.e., in case the AQF is below 2 (Schedule J and Schedule K of model Agreement). The detailed penalty regime is illustrated in Schedule I of model Agreement. For the purpose of calculating average feedback score, a score of '2' would be assumed for all such passengers who have not submitted their feedback.

12. Signing of Agreement and compliance:

The SP would be required to enter into an Agreement with IR for provision of Yatri Seva services as per stipulated terms and conditions. The detailed scope of the YSA services and special conditions thereof are available in the YSA Agreement. The said YSA Model Agreement is enclosed with this document and is a part of the Standard Bid Document. The bidder may go through the enclosed YSA Model Agreement and its provisions in detail.

Section 2: Bid Notice

1. Bid notice:

- a. For and on behalf of the President of India,Zone/Division of IR, invites e-tender on open, competitive, single-stage, two-packet system, from individuals / sole proprietorship firms / companies incorporated under the Companies Act, 2013 / partnership firms registered under the Partnership Act, 1932, corporations, consortia or joint ventures (JVs) etc., for provision of “**YSA services over YSA Vande Bharat Trains for pilot initiative.**”
- b. The Scope of Work and Terms of Reference are provided in
- c. **Bid Documents:** The e-tender documents will be available on official web site <http://www.ireps.gov.in>.
- d. **The document** downloaded from the website <http://www.ireps.gov.in> can be used as the bid document for submitting the bid/offer.
- e. Earnest Money: The bid must be accompanied by an Earnest Money Amount of Rs. _____/- (Rupees _____only) deposited only through net banking or e-payment gateway, i.e., in the acceptable form as prescribed in the tender document, failing which the offer will be summarily rejected.
- f. **Receipt of Bids:** Tender forms are non-transferable and offers duly filled and signed should be submitted in the prescribed tender form only through the website www.ireps.gov.in, not later than hours on _____. Bids shall be opened on the same day athours. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.
- g. IR reserves the right to accept/reject any or all bids without assigning any reason thereof.
- h. The bidder fulfilling the eligibility criteria will be evaluated based on the evaluation criteria given in this bid document.
- i. **Address for Communication:**,IR, Email:.....

Section 3: General Instructions to Bidders

1. General instructions:

- a. IR is desirous of receiving bids through e-tender for the award of YSA contract to provide services on YSA trains to the highest eligible bidder, as per criterion laid down by IR.
- b. Each bidder (individually) is eligible to submit only one bid for the award of YSA contract.
- c. The intending bidder(s) must be registered on e-tendering portal <https://www.ireps.gov.in/>. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the bidder(s) will get User ID and password for participating in the e-tendering process.
- d. The authorized signatory of intending bidders, as per Power of Attorney (POA), must have valid Class III digital signature with company name issued by any certifying authority (CA) authorized by Controller of Certifying Authorities i.e. CCA. The list of certifying authorities from whom such digital signing certificate can be obtained is available on the website of Controller of Certifying Authorities (www.cca.gov.in). The tender document can only be downloaded from e-tendering portal using Class III digital signature. The bidder(s) shall upload tender on <https://www.ireps.gov.in/> using Class III digital signature of the authorized signatory only.
- e. Tender submissions shall be done online on <https://www.ireps.gov.in/> after uploading the mandatory scanned documents and other documents as stated in the tender document using valid digital signature certificates. Instructions for on-line bid submission are furnished hereinafter.
- f. Tenders shall be uploaded online on <http://www.ireps.gov.in/> at stipulated date and time provided in the Notice Inviting Tender. The tendering authority cannot take any cognizance and shall not be responsible for any delay in submission/ uploading of the tender. The bidder(s) shall ensure that they had received receipt/acknowledgement for their tender submission, which is generated by the system itself on successful submission of tender online.
- g. **“Earnest Money Deposit”**(EMD) shall be submitted only through net banking or e-payment gateway as per schedule mentioned in the Notice Inviting Tender. Bidder(s) shall not submit EMD manually or through post.
- h. The EMD of unsuccessful bidders shall be returned, without any interest, as promptly as possible on acceptance of the bid of the successful bidder or when the selection process is cancelled, except in the case of the selected bidder whose EMD shall be retained till it has provided Security Deposit (in the form of a Performance Bank Guarantee) under the license agreement for the entire license period.
- i. IR reserves the right to forfeit the EMD, if at any time, a material misrepresentation is made by the bidder or the bidder does not provide, within the time specified by IR, the supplementary information sought by IR for evaluation of the bidding documents, or for any ambiguity, non-clarity and/or apparent mistake of the bidder, as determined by IR. Such misrepresentation/improper response shall lead to the disqualification of the bidder.
- j. The tender inviting authority may, at its sole discretion, extend the deadline for submission of tenders by issuing an amendment/corrigendum, in which case all the rights and obligations of the tender inviting authority and the bidder(s), previously subject to the original deadline will thereafter be subject to the deadline as extended.
- k. Master copy of the tender document is available in the office of the Sr. Divisional Commercial Manager, IR, _____, inviting tender. After award of contract an agreement will be prepared based on the master copy of tender document available in the

above mentioned office. In case, any discrepancy between the tender document downloaded from the internet and the master copy, the latter shall prevail and will be binding on the tenderer(s). No claim on this account will be entertained.

- l. **Late/delayed tenders:** Submission of tenders shall be closed on e-tendering website of IR as per the date and time of submission prescribed in the Notice Inviting Tender after which no tender shall be accepted. It shall be the responsibility of the bidder(s) to ensure that the tender is submitted online on e-tendering portal <https://www.ireps.gov.in/> before the deadline of submission. IR Administration shall not be responsible for any delay, internet connection failure or any error in uploading of tender documents. The bidder(s) are advised to upload their submissions well before the due date and time of tender submission to avoid any problem and last minute rush.
- m. **Modification, substitution and withdrawal of tenders:**
 - i. Except where expressly permitted by these instructions, the bidder(s) shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the tender inviting authority and submitted by the bidder(s) with or as part of the tender.
 - ii. No tender shall be allowed to be modified by the bidder(s) after the deadline for submission of the tender.
 - iii. The tender submitted online (with last modification) will be taken as the final bid.
 - iv. Withdrawal of a tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the form of tender shall result in the forfeiture of the EMD.
- n. **Format and signing of tender:**
 - i. Bidder(s) shall submit / upload all documents / certificates in support of credentials as per the eligibility criteria and terms and conditions of the tender, failing which their tender shall be rejected. The onus of establishing the credentials of the bidder(s) and documents submitted lies with the bidder(s). However, IR reserves the right to verify the contents of documents uploaded, affidavit from the department concerned, either before the award of, or during the currency of the contract. Furnishing of false document, affidavit would automatically lead to termination / cancellation of the tender / contract including forfeiture of EMD and/or Security Deposit and initiation of legal proceedings against the bidder(s) / contractor as per affidavit.
 - ii. All documents which are to be submitted as scanned documents shall be typed or written in indelible ink (in the case of copies, legible photocopies are also acceptable) and all the pages shall be signed by a person or persons duly authorized to sign on behalf of the bidder(s) before scanning and uploading.
 - iii. Documents submitted in tender submission shall contain no alterations, omissions or additions, except those to comply with instructions issued by the tender inviting authority, or as necessary to correct errors made by the bidder(s), in which case such corrections shall be initialed and dated by the person or persons signing the tender before scanning and uploading/submitting.
- o. The bidder(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the IR Administration, without delay. No claim for the misinterpretation shall be entertained. All tenders shall be submitted in the prescribed forms, failing which they are liable to be rejected. Bidder(s) shall quote his / their offer / rate online on www.ireps.gov.in/.
- p. Bidder(s) are advised to keep in touch with e-tendering portal <https://www.ireps.gov.in/> for updates/amendments/corrigendum.

- q. Government employee or a railway servant or any other member of his/her family (as defined in rule No.103 Para 17 of the IR Establishment Code– Vol. I), either in his/her individual capacity or as a partner/director/agent/franchisee of a firm/company, is not eligible to apply.
- r. Photocopies of all the certificates submitted by bidder should be self attested by bidder(s) as true copies, unless required to be attested by a Public Notary as per other conditions of the tender.
- s. Except where specifically stated otherwise in the tender documents, the work shall be governed by the “IR Standard General Conditions of Contract for Services, 2018 or latest”.
- t. Assistance to bidder(s): Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the tender inviting authority for a tender or the relevant contact person indicated in the tender. Any queries relating to the process of online bid submission or queries relating to e-tender, helpdesk of IREPS portal may be contacted.
- u. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- v. For all other queries: Contact @ ----- Section on Phone Number: _____ and/or at E-Mail: _____.
- w. Certificate to be submitted / uploaded by the bidder along with the tender document (IREPS Generated).

Certificate in the prescribed format as given on www.ireps.gov.in/ (please download the format from the web site www.ireps.gov.in/) for verification / confirmation of the documents submitted for compliance of eligibility / qualifying criteria, are to be uploaded/submitted in the prescribed format. Non submission of properly filled certificate in the prescribed format shall lead to rejection of your offer.

CHAPTER 2

Section 1: Eligibility and Evaluation

Section 1: Eligibility and Evaluation

1. Eligibility of bidders:

- a. Bidder shall include its personal representatives, successors and permitted assignees.
- b. In the case of a JV/consortium/partnership, all members of the group shall be jointly and severally liable for the performance of the whole contract.
- c. Bidder shall submit only one bid in the particular bidding process, either individually as a bidder or as a part of a JV/consortium/partnership. A bidder who submits or participates in more than one bid will cause all of the proposals in which the bidder has participated to be disqualified. No bidder can be a sub-contractor while submitting a bid individually or as part of a JV/consortium/partnership in the same bidding process.
- d. Any central government department/Ministry of Railways must not have banned business with the bidder (or any member in case of JV/consortium/partnership) as on the date of bid submission.
- e. The bidder (any member in case of JV/consortium/partnership) must not have suffered bankruptcy/insolvency during the last five years. The bidder should submit an undertaking to this effect as part of the bid.
- f. Bidders must not have a conflict of interest. The following shall be considered as conflict of interest in this bidding process:
 - i. If a bidder or its associates/affiliates (inclusive of parent firms) has been engaged by the employer (IR) to provide consulting services for the preparation of the YSA initiative or for its implementation.
 - ii. If a bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation of the YSA initiative or for its implementation, if such personnel are involved in any capacity on the same initiative.
 - iii. If the bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of "Firm" under para 1102 (iii) of Chapter XI of IR Vigilance Manual, consequent to having been banned or suspended for business dealings.

2. Lead partner/non-substantial partners/change in JV/consortium/partnership:

- a. One of the members of the JV/consortium/partnership shall be its lead member who shall have majority share (at least 51%) of interest in the JV/consortium/partnership. The other members shall have a share of not less than 20% each in case of JV/consortium/partnership with up to three members and not less than 10% each in case of JV/consortium/partnership with more than three members. In case of JV/consortium/partnership with foreign member(s), the lead member has to be an Indian firm.
- b. Once the bid is submitted, the MoU entered among the constituents of the JV/consortium/partnership shall not be modified / altered / terminated during the validity of the bid. In case the bidder fails to observe / comply with this stipulation, the full EMD shall be liable to be forfeited.
- c. Approval for change of constitution of JV/consortium/partnership shall be at the sole discretion of the IR Administration. The constitution of the JV/consortium/partnership shall not be allowed to be modified after submission of the bid by the JV/consortium/partnership, except when modification becomes inevitable due to succession laws etc., and in any case, the minimum eligibility

criteria should not get vitiated. However, the lead member shall continue to be the lead member of the JV/consortium/partnership. Failure to observe this requirement would render the offer invalid.

- d. Similarly, after the contract is awarded, the constitution of JV/consortium/partnership shall not be allowed to be altered during the currency of contract except when modification becomes inevitable due to succession laws etc., and in any case, the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

3. Participation of JV/consortium/partnership firm in bidding process:

- a. Separate identity / name shall be given to the JV/consortium/partnership firm.
- b. A member of JV/consortium/partnership firm shall not be permitted to participate either in individual capacity or as a member of another JV/consortium/partnership in the same bid.
- c. The bid form shall be submitted only in the name of the JV/consortium/partnership firm and not in the name of any constituent member.
- d. Normally, EMD shall be submitted only in the name of the JV/consortium/partnership firm and not in the name of constituent member. However, in exceptional cases, EMD in the name of lead member can be accepted subject to submission of specific request letter from lead member stating the reasons for not submitting EMD in the name of JV/consortium/partnership firm and giving written confirmation from JV/consortium/partnership members to the effect that EMD submitted by the lead member may be deemed as EMD submitted by JV/consortium/partnership firm.'
- e. A copy of Memorandum of Understanding (MoU) executed by the JV/consortium/partnership members shall be submitted along with the bid. The complete details of the members of the JV/consortium/partnership firm, their share and responsibility in the JV/consortium/partnership firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
- f. On award of contract to a JV/consortium/partnership firm, performance guarantees shall be submitted by the JV/consortium/partnership firm as per format mentioned in the bid document. All the guarantees like Performance Bank Guarantee shall be accepted only in the name of the JV/consortium/partnership firm and no splitting of guarantees amongst the members of the JV/consortium/partnership firm shall be permitted.
- g. On issue of LoA (Letter of Acceptance), an agreement among the members of the JV/consortium/partnership firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV/consortium/partnership agreement shall be submitted by the JV/consortium/partnership firm to IR before signing the contract agreement for the service. In case the bidder fails to observe/comply with this stipulation, full EMD shall be forfeited and other penal actions due shall be taken against partners of the JV/consortium/partnership. This JV/consortium/partnership agreement shall have, inter-alia, the following clauses:
 - i. **Joint and Several Liability:** Members of the JV/consortium/partnership to which the contract is awarded, shall be jointly and severally liable to the employer (IR) for delivery of service in accordance with General and Special Conditions of Contract. The JV/consortium/partnership members shall also be

liable jointly and severally for the loss, damages caused to IR during the course of execution of the contract or due to non-execution of the contract or part thereof.

- ii. **Duration of the JV/consortium/partnership agreement:** It shall be valid during the entire currency of the contract including the period of extension, if any.
- iii. **Governing Laws:** The JV/consortium/partnership agreement shall in all respects be governed by and interpreted in accordance with Indian laws.
- h. **Authorized Member:** JV/consortium/partnership shall authorize one of the members on behalf of the JV/consortium/partnership firm to deal with the bid, sign the agreement or enter into contract in respect of the said bid, to receive/ make payment and take similar such action in respect of the said bid/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV/consortium/partnership.
- i. No member of the JV/consortium/partnership shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the IR administration in respect of the said bid/contract.
- j. Documents to be enclosed by the JV/consortium/partnership along with the bid:
 - i. Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV agreement on behalf of the partnership firm and create liability against the firm.
 - ii. All the members of JV/consortium/partnership shall certify that they are not blacklisted or debarred by IR or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in bids/contract on the date of opening of bids either in their individual capacity or as a member of the JV/consortium/partnership in which they were / are members.
- iii. Apart from the above, the following documents need to be submitted depending upon the type of JV:

Type of JV	Documents to be submitted
In case one or more of the members of the JV firm is/are partnership firm(s)	i) Notary certified copy of the Partnership Deed. ii) Consent of all the partners to enter into the JV agreement on a stamp paper of appropriate value (in original).
In case one or more members is/are proprietorship firm(s) or HUF(s)	i) Affidavit on stamp paper of appropriate value declaring that his/her concern is a proprietary concern and he/she is sole proprietor of the concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
In case one or more members is/ are limited company(ies)	i) Notary certified copy of resolutions of the directors of the company, permitting the company to enter into a JV agreement, authorizing the MD or one of the directors or managers of the

	<p>company to sign JV agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other acts on behalf of the company.</p> <p>ii) Copy of Memorandum and Articles of Association of the company.</p> <p>iii) Power of Attorney (duly registered as per prevailing law) by the company authorizing the person to do/act as mentioned in i) above.</p>
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4. Disqualification of bidders:

Employment/ partnership etc. of retired IR employees	<p>i) Should a bidder be a retired manager of gazetted rank or any other gazetted officer working before his/her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of IR, owned and administered by the President of India for the time being; or</p> <p>ii) Should a bidder being partnership firm have as one of its partners a retired manager or retired gazetted officer as aforesaid; or</p> <p>iii) Should a bidder being an incorporated company have any such retired manager or retired officer as one of its directors; or</p> <p>iv) Should a bidder have in her employment any retired manager or retired gazetted officer as aforesaid, then the full information as to the date of retirement of such manager or gazetted officer from the said service and in case where such manager or officer had not retired from government service at least one year prior to the date of submission of the bid as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, or to take the employment under the contractor, has been obtained by the bidder or the manager or officer, as the case may be from the President of India or any officer, duly authorized by her in this behalf, shall be clearly stated in writing at the time of submitting the bid.</p> <p>Bids without the information above referred to or a statement to the effect that no such retired manager or retired gazetted officer is so associated with the bidder, as the case may be, shall be rejected.</p>
Relative in gazetted capacity	Should a bidder or contractor being an individual on the list of approved contractors, have a relative or in the case of partnership firm or company of contractors one or more of its shareholders or a relative of the shareholder is employed in gazetted capacity in any department of IR, the authority inviting bids shall be informed of the fact at the time of submission of bid, failing which the bid may be disqualified/rejected or if such fact subsequently comes to light, the contract maybe rescinded in accordance with the provision in clause 7.4 of the General Conditions of Contract for Services, 2018 issued by IR.
Violation of labour laws	If the bidder or any of its constituents has been levied with a penalty for violation of labour laws three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour

	Commissioner etc.
Penalty and termination	<p>i) If any previous contract of the bidder or any of its constituents had been terminated by an IR Division, within the previous two years from date of submission of bids.</p> <p>ii) In that IR Division, the bidder or any of its constituents has been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, within the previous two years from the date of submission of bids. (Period of two years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the competent authority.)</p>

The declaration/affidavit to this effect shall be furnished by the bidder as a part of his bid document. In case this declaration is found to be false, process for banning of business against the bidder/contractor shall be initiated as per extant rules.

5. Bidding conditions, process and evaluation

a. Brief description of the bidding process:

- i. IR has adopted a system of inviting e-tender on open, competitive, single stage, two-packet system (the Bidding Process) for “.....” for selection of the SP for the award of license. It is clarified that the bid price/offer of only those bidders shall be considered who qualify and get short-listed by IR based on the techno-commercial parameters.
- ii. Bidders would be required to furnish/submit all the information specified in this document including any further information sought.
- iii. The bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the bidding process. IR will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.
- iv. Prior to making the bid, bidders must examine all the tasks in relation to rendering of desired services under the license and to carryout, at their cost, such studies/analysis, as may be required for submitting their respective bids for award of the license.
- v. IR reserves the right to accept or reject any bid, to cancel or modify the process or any part thereof or to vary any of the terms and conditions, and/or to annul the bidding process and reject all bids, at any time during the bidding process, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for IR's action.
- vi. Bids with alterations, overwriting, usage of whitener, etc., shall be rejected except those that comply with instructions issued by the tender inviting authority, or as necessary to correct errors made by the bidder(s), in which case such corrections shall be initialed and dated by the person or persons signing the tender before scanning and uploading/submitting.
- vii. If the highest bidder (H1) withdraws or fails to take up or to start the contract, he will be debarred from participating in the bidding process for similar future license /contracts of IR including IRCTC for five (05) years and his EMD shall be forfeited.

- b. **Submission of e-tender:** The bidder shall submit the bid in the format specified at, together with the documents specified in of bid document, online on e-tendering portal <https://www.ireps.gov.in/>.
- c. **Bid due date:** Bids received by IR after the specified time on the bid due date shall not be eligible for consideration and shall be summarily rejected.
- d. **Number of bids:** In response to this bid, each bidder can submit only one bid. If a bidder, either bidding as an individual or partnership or a company, is found to participate in more than one bid, all such bids where the bidder has bid shall be disqualified and the EMD shall be forfeited by IR. Further, a bidder and any other bidder shall not have common controlling shareholders failing which the bids of all such bidders shall be disqualified and IR shall forfeit and appropriate the EMDs of all such bids.
- e. **Proposal validity:** The bid including the EMD shall remain valid for acceptance by IR for a period of 90 days from the last date of submission of bids as specified. In case of any need, IR may request the bidders to extend the period of validity of their bids on the same terms and conditions.
- f. **Bid opening:** Bids shall be opened at IST.....hours on the date mentioned in bid notice on the e-tendering portal <https://www.ireps.gov.in/>. Only the technical bids shall be opened. Price bids shall not be opened. Bidders who successfully pass the techno-commercial evaluation shall be notified in due course about the opening of the price bids.
- g. **Bid evaluation:**
- i. Prior to evaluation of bids, IR shall determine whether each bid is responsive to the requirements of the document. IR reserves the right to reject any bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by IR in respect of such bids.
 - ii. Test of responsiveness: A bid shall be considered responsive only if:
 1. It is received as per format(s).
 2. It is received by the bid due date including any extension thereof.
 3. It is signed and submitted as stipulated.
 4. It is accompanied by the Power of Attorney as specified in Annexure 8.
 5. It contains all the information and documents (complete in all respects) as requested in this document and/or bidding documents (in the formats same as those specified).
 6. The EMD as mentioned in bid notice is paid through net banking or e-payment gateway available on e-tendering portal, and
 7. It does not contain any condition or qualification.
 - iii. Such bids which clear the test of responsiveness as detailed above, will be called “responsive bids” and only “responsive bids” shall be considered for evaluation. Evaluation of bids shall be done by IR through a committee comprising members as per the stipulated delegation of powers. No bidder shall have the right to challenge the decision of the committee.
 - iv. **Communication during the evaluation of the bids:** Bids shall be deemed to be under consideration immediately after they are opened and until such time IR makes official intimation of award/ rejection to the bidders. While the bids are under consideration, bidders and / or their representatives or other interested parties are advised to refrain from contacting by any means, IR and/or their employees/representatives on matters related to the bids under consideration. However, when IR calls for any information/clarification, it should be supplied by the bidder expeditiously.

h. Selection process and award of bid:

- i. The responsive bids shall be evaluated in the following manner:
 1. Scrutiny of bids for minimum eligibility as per eligibility criteria stipulated: Such bids that meet with the eligibility criteria will be called “eligible bids”.
 2. The eligible bids will be evaluated for qualification of the technical criteria as per mandatory eligibility conditions stipulated.
 3. Price bids will be opened for techno-commercially qualified bids only. The date, time and venue of opening of price bid will be intimated only to the techno-commercially qualified bidders.
 4. Highest priced bid will be selected for award of the contract.
- ii. After selection, a Letter of Award (the “LoA”) shall be issued by IR to the selected bidder, who shall, within seven days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the selected bidder is not received by the stipulated date, IR may, unless it consents to extension of time for submission thereof, forfeit the EMD of such selected bidder. Thereafter there shall be re-tendering.
- iii. It is clarified that in case the selected bidder / highest bidder (H1) withdraws / refuses to accept the LoA or fails to take up or to start the contract, the EMD will be forfeited and it will be debarred from participating in the bidding process for similar future licenses / contracts of IR including IRCTC for a period of five years. This is without prejudice to the rights of IR administration under the law of contracts.
- iv. After acknowledgement of the LoA as aforesaid by the selected bidder, it shall execute the license agreement, as per master license agreement, with IR within 30 days of acceptance of the LoA. The selected bidder shall not be entitled to seek any deviation in the license agreement.
- v. Security Deposit, equivalent to ten percent (10%) of the contract value shall be paid by the successful bidder in the form of Bank Draft/Performance Bank Guarantee (PBG), which shall be valid for the term of the agreement and a period extending six months beyond the term of the agreement. Provided, however, that the SP may provide a Security Deposit hereunder for a period of 3 (three) years and shall, no later than 60 (sixty) days prior to the expiry thereof, substitute it by a like Security Deposit.

***Note:** Contract Value is the sum total of the annual assessed revenue accruing from YSA services (Food and beverage; Ancillary services like concierge, infotainment, vending and advertising sources) and annual assessed expenditure on YSA services (Housekeeping services).

i. Fraudulent and corrupt practices:

- i. The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LoA and during the subsistence of the license agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the license agreement, IR may reject a bid without being liable in any manner whatsoever to the bidder or the licensee if it determines that the bidder or the licensee, as the case maybe, has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices in the bidding process. In such an event, IR shall:

1. Forfeit and appropriate the Security Deposit, as determined by IR, without prejudice to any other right or remedy that maybe available to IR hereunder or otherwise.
 2. Shall debar the bidder or licensee to participate in any bid issued by IR during a period of five years from the date occurrence of such event.
- ii. For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

Aspect	Meaning
Corrupt practice	<p>(i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of IR who is or has been associated in any manner, directly or indirectly, with the bidding process or the LoA or has dealt with matters concerning the license agreement or arising thereof, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of IR, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or</p> <p>(ii) Engaging in any manner whatsoever, whether during the bidding process or after the issue of the LoA or after the execution of the license agreement, as the case may be, any person in respect of any matter relating to the award of license or the LoA or the license agreement, who at any time has been or is a legal, financial or technical adviser of IR in relation to any matter concerning the award of license.</p>
Fraudulent practice	A misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, submission of forged/fake documents.
Coercive practice	Impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process.
Undesirable practice	<p>(i) Establishing contact with any person connected with or employed or engaged by IR with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process, and</p> <p>(ii) Having a conflict of interest.</p>
Restrictive practice	Forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

j. **Miscellaneous:**

- i. IR in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 1. Suspend and/or cancel the bidding process and/or amend and/or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
 2. Consult with any bidder in order to receive clarification or further information;
 3. Retain any information and/ or evidence submitted to IR by, on behalf of, and/ or in relation to any bidder; and/ or
 4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/ or evidence submitted by/or on behalf of any bidder.
- ii. It shall be deemed that by submitting the bid, the bidder agrees and releases IR, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the bidding documents, pursuant here to, and/or in connection with the bidding process, to the fullest extent permitted by applicable law, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- iii. The disclaimer as set forth at the outset of this document and the license agreement as stated in this document shall be deemed to be the part of this document.
- iv. The selected bidder shall have to execute the license agreement in the manner and format as indicated by IR in this document and no material changes shall be permitted for submission by the selected bidder.
- v. The SP shall provide services to IR as and when required at approved rates during accidents/unusual incidents.

Chapter 3
Annexures and Formats

Annexure	Subject
1	Notified group of YSA trains
2	Handover schedule
3	Mandatory information for eligibility of the bid
4	Techno-Commercial credentials of the bidder
5	Turnover of bidder from business in the past five years
6	Average financial standing of the bidder in past five years
7	Format for affidavit to be submitted by the bidder
8	Power of Attorney for signing of bid
9	Performance Security Guarantee
10	MoU for JV
11	General information about JV
12	Covering letter comprising the bid
13	EMD return format

Annexure 1: 06 pairs of Vande Bharat for pilot initiative and License Fee

SN	Train	Type of Train	From	To	Annual License Fee in Rs. lakhs	Period under YSA (in Years)	Cumulative License Fee in Rs. lakh for five Years
1	20607/08	Vande Bharat	Chennai	Mysuru			
2	20633/34	Vande Bharat	Kasaragod	Trivandrum			
3	20643/44	Vande Bharat	Chennai	Coimbatore			
4	20631/32	Vande Bharat	Kasaragod	Thiruvananthapuram			
5	20665/66	Vande Bharat	Chennai Egmore	Tirunelveli			
6	20677/78	Vande Bharat	Chennai	Vijayawada			
	Sum total of License Fee in Rs. lakh (in figures) (Exclusive of GST and all other applicable taxes)						
	Sum total of License Fee in Rs. lakh (in words) (Exclusive of GST and all other applicable taxes)						

I/We hereby certify that the information provided above is correct and true. Any misrepresentation or falsification of facts will lead to disqualification of our bid.

(Bidder's Signature and Date)

Name of the Bidder/ authorized signatory:

Bidder's seal

Place:

Full Address:

Group 2 – - trains

SN	Train	Name	Type of Train	From	To	Period under YSA without F&B (in Years)	Annual license fee without F&B	Period under YSA with F&B (in Years)	Annual license fee with F&B	Total License Fee in Rs. lakh for five Years
						A	B	C	D	A*B+C*D
	Sum total of License Fee in Rs. lakh (in figures) (Exclusive of GST and all other applicable taxes)									
	Sum total of License Fee in Rs. lakh (in words) (Exclusive of GST and all other applicable taxes)									

I/We hereby certify that the information provided above is correct and true. Any misrepresentation or falsification of facts will lead to disqualification of our bid.

(Bidder's Signature and Date)

Name of the Bidder/ authorized signatory:

Bidder's seal

Place:

Full Address:

Annexure 2: Handover Schedule

YSA Group of Trains: Handover Schedule (to be filled by Division)*

SN	Train	Service-wise handover date for the YSA services permitted on the trains			
		Food and beverage services	Housekeeping services	Value added services	Advertising rights
1	20607/08				
2	20633/34				
3	20643/44				
4	20631/32				
5	20665/66				
6	20677/78				

***Note:** In certain category of YSA trains as indicated above, the entire scope of YSA services and rights may not be available at the time of handover of the trains to the successful bidder. In such trains, the SP has to factor the staggered handover of services on a particular train and operationalize the full spectrum of YSA services as per the schedule of train-wise availability of services.

Annexure 3: Mandatory Information for Eligibility of the Bid

1. The form below should be filled by bidder along-with all supporting documents as stipulated in the relevant rows. Failure to adhere to the format will lead to rejection of Bid.

SN	Techno-Commercial Criteria	Details (to be filled by bidder)	Supportin g document kept at page No.
1	Name of the bidder.		
2	Contact person of the bidder designated for this bid along with telephone, fax number and email ID.		
3	Full address of the bidder with telephone and fax number(s)		
4	Details of EMD for amount as mentioned in bid notice paid through the net banking or e-payment gateway available on e-tendering portal https://www.ireps.gov.in/ .		
5	Legal status of the bidder to be specified: The bids for this contract will be considered from those bidders (individuals / sole proprietorship firm / company incorporated under the Companies Act, 2013 / partnership firm registered under the Partnership Act, 1932, corporations, consortium or joint ventures (JVs) etc.) who meet requisite eligibility criteria.		
6	In case of firm, registered under the Partnership Act 1932, details of partners along with certificate of registration, details of their business and partnership deed etc. duly attested by Notary to be enclosed.		
7	In case of company, Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business to be enclosed.		
8	Letter of experience, allotment, certificate of incorporation / partnership deed or registration of activities to be enclosed		
9	PAN of the bidder. (Self-attested photocopy of PAN card issued by Income Tax Department to be enclosed)		
10	GSTIN number of the bidder. (Attested photocopy of GST registration certificate issued by relevant authorities to be enclosed)		
11	Turnover of the bidder for the preceding five financial years viz. 2018-19, 2019-20 & 2020-21, 2021-22, 2022-23. (A statement duly certified by a Chartered Accountant/Statutory Auditor as per format given in Annexure 5 to be enclosed)		

SN	Techno-Commercial Criteria	Details (to be filled by bidder)	Supporting document kept at page No.
12	Financial standing of the bidder for the preceding three financial years viz. 2018-19, 2019-20 & 2020-21, 2021-22, 2022-23 (A statement duly certified by a Chartered Accountant as per format of Annexure 6 to be enclosed)		
13	Affidavit by bidder as per Annexure 7		
14	<p>Workforce of 1800 employees (duly certified by the Chartered Accountant / Statutory Auditor based on monthly EPF contribution of the employer/PF Trust) with at least 900 of employees engaged in food and beverage and/or housekeeping in the last completed financial year (FY 2022-23).</p> <p>Relevant documents showing EPF contribution, including Form 11 of EPF Act, 1952 (in case exemption from PF contribution is to be claimed), may be enclosed as proof of meeting the manpower criterion.</p>		
15	In case of registered partnership/LLP/JV/consortium, name of the partner/constituent fulfilling the criteria of workforce of 1800 employees (duly certified by the Chartered Accountant /Statutory Auditor based on monthly EPF contribution of the employer/PF Trust) with at least 900 employees engaged in food and beverage and/or housekeeping in the last completed financial year (FY 2022-23).		
16	Establishment Code for EPF compliance of the partner/constituent fulfilling the criteria of workforce of 1800 employees (duly certified by the Chartered Accountant (CA) /Statutory Auditor based on monthly EPF contribution of the employer/PF Trust) with at least 900 employees engaged in food and beverage and/or housekeeping in the last completed financial year (FY 2022-23).		

17	ECR returns of the partner/constituent fulfilling the criteria of workforce of 1800 employees (duly certified by the Chartered Accountant (CA) /Statutory Auditor based on monthly EPF contribution of the employer/PF Trust) with at least 900 employees engaged in food and beverage and/or housekeeping in the last completed financial year (FY 2022-23).		
18	Ownership of at least one operational ISO 22000-2005 certified base kitchen in Chennai region with a valid FSSAI license, having the capacity to produce at least 1500 meals per day and proof of supply of at least 90,000 meals in any of the four preceding quarters of the last completed financial year (FY 2022-23) (duly certified by CA/Statutory Auditor). (Certified and notarized copies of proof of ownership, valid ISO certification, valid FSSAI license and proof of supply/tax invoice to be uploaded on the e-tender portal).	Yes/No	
19	In case of registered partnership/LLP/JV/consortium, name of the partner/constituent fulfilling the criteria of base kitchen.		
20	Address of base kitchen in Chennai region meeting the criteria.		
21	ISO certification of base kitchen.		
22	Proof of supply of at least 90,000 meals in any of the four preceding quarters of the last completed financial year (FY 2022-23).		
23	Aadhaar of the authorized signatory.		
24	PF registration of the bidder, if applicable as per EPF Act, 1952, amended from time to time. (Attested photo copy of certificate issued by the Provident Fund Commissioner to be enclosed.)		
25	Any other information considered necessary by the bidder.		

Note:

1. The details, as required in this **Annexure** must be submitted with supporting documents for each of criteria mentioned above.
2. Bids with alterations / cutting / non-compliance of formats or incomplete in any respect / are liable to be rejected.

I/We _____ do hereby declare that the entries made in the above **Annexure** are true to the best of my/our knowledge and also that we shall be bound 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 award of license, IR will have the right to summarily reject the bid, cancel the license or revoke the same at any time without assigning any reason whatsoever.

(Bidder's Signature and Date)

Name of the Bidder/ authorized signatory:

Bidder's seal

Place:

Full Address:

Annexure 4: Techno-Commercial Credentials of the Bidder

The form below should be filled by bidder along with all supporting documents.

SN	Techno-Commercial Criteria	Details (to be filled by bidder)	Supporting documents kept at Page Nos.
1	Year of incorporation of the business (as determined from attached copy of certificate of incorporation/partnership deed or registration)		
2	Annual gross revenue of Rs. 120 crore in any one (01) of the five (05) preceding financial years with at-least Rs. 40 crore revenue accruing from the business of food and beverage and/or housekeeping	YES/NO	
3	Annual gross revenue from any/all of the 02 aforementioned business segments (food and beverage/housekeeping) for the last 05 preceding financial years. Information as indicated in Annexure 5 to be furnished.		
4	Average financial standing of the bidder in the last 05 preceding financial years Information as indicated in Annexure 6 to be furnished.		

Note: Bids with alterations/cutting/non-compliance of formats or incomplete in any respect / shall be liable to be rejected.

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

I / We further understand that incase of any information submitted by me / us being found to be incorrect either before or even after the award of license, IR will have the right to summarily reject the bid, cancel the license or revoke the same at any time without assigning any reason whatsoever.

(Bidder's Signature and Date)

Name of the Bidder/ authorized signatory:

Bidder's seal

Place:

Full Address:

Annexure 5: Turnover of Bidder from Business in the Past Five Years

Annual Gross Revenue from one or more of the below mentioned three business segments (F&B/ housekeeping) for the last 05 preceding financial years (as per Chartered Accountant/Auditor as per Audited balance sheet in Rs Crore)					
Type of business segment:					
Year of Incorporation of the Business (as determined from attached copy of Certificate of Incorporation/Partnership Deed)					
Annual Gross Revenue of Rs. 120 in any one (01) of the five (05) preceding financial years with at-least Rs.40 revenue accruing from the business of Food & Beverage AND/OR Housekeeping (duly certified by the CA/Statutory Auditor)			Yes/No		
Financial Year	2018-19	2019-20	2020-21	2021-22	2022-23
Annual Gross Revenue from any/all of the 02 aforementioned business segments (F&B/ Housekeeping)					

It is hereby certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in the Auditor's reports.

(Bidder's Signature and Date)

Name of the Bidder/ authorized signatory:

Bidder's seal

Place:

Full Address:

Name, registration no., sign and seal of the
Chartered Accountant/Statutory Auditor
Full Address:

Bidder Financial DATA

*Each Applicant or member of a JV must fill in
this form*

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth[=1—3]					
8.	Liquidity[=2— 4]					
9.	Return on Equity					
10.	Gross Annual turnover					

It is hereby certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in the Auditor's reports.

(Bidder's Signature and Date)

Name of the Bidder/ authorized signatory:

Bidder's seal

Place:

Full Address:

Name, registration no., sign and seal of the
Chartered Accountant/Statutory Auditor
Full Address:

Annexure 6: Average Financial Standing of the Bidder in the Preceding Five (05) Financial Years

1. The form below should be filled by bidder along with all supporting documents as stipulated below.

Financial standing of the bidder as per the audited balance sheet as defined in the formula below: Financial standing at the end of the year = profit or loss for the year + accumulated reserves + share capital.

		2018-19	2019-20	2020-21	2021-22	2022-23
Profit or (Loss) during the year	A					
Accumulated Reserves and Surplus	B					
Share Capital	C					
Financial Standing (=A+B+C)						
Total Financial Standing				Sum of 05 years		
Average Annual Financial Standing				Total Financial Standing/5		

This form should be duly certified by Chartered Accountant.

(Bidder's Signature and Date)

Name of the Bidder/ authorized signatory:

Bidder's seal

Place:

Full Address:

(Chartered Accountant's Signature & Date)

Name of the CA:

CA Registration Number:

CA's Full Address:

CA's Telephone/Fax Number

Chartered Accountant's Seal

Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions:

1. Separate pro forma shall be used for each member in case of JV/consortium/partnership.
2. All such documents reflect the financial data of the applicant or member in case of JV, and not sister or parent company.
3. Historic financial statements shall be audited by Statutory Auditor of the company under their seal and stamp and shall be strictly based on audited annual financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last five years.
6. Return on equity = net income/share holders equity.
Return on equity = net income for the full fiscal year (before dividends paid to common stockholders but after dividends to preferred stock).
Shareholders equity does not include preferred shares.
7. The above Annexure shall be duly certified by Chartered Accountant / Company Auditor under his signature, stamp and membership number.
8. In case the liquidity is inadequate, the tenderer may submit a Banking Reference to establish that they have access to the required working capital.

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER

(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper has to be in the name of the bidder)

I..... **(Name and designation)****.....appointed as the attorney/authorized signatory of the bidder (including its constituents), M/s. _____(hereinafter called the bidder) for the purpose of the bid for the e-tender no. _____of _____ IR, do hereby solemnly affirm and state on behalf of the bidder including its constituents as under:

1. I/We are a legal entity/ person having the authority/ competence to participate, enter bid and subsequently execute the contract/ agreement.
2. I/We have examined the bid documents (Standard Bid Document along with all the Annexures, Schedules and Model Agreement) and understood its contents.
3. That the bidder or any of its constituents has/have not been blacklisted/ banned for business dealings by any government departments or by Ministry of Railways at any time and/or no such blacklisting is in force as on the deadline for submission of bids.
4. I/We have not been debarred from participation in tenders by IR/IRCTC.
5. I/We have not been convicted in any criminal case, and there is/are no case/cases pending for criminal activity in any court of law.
6. I /We also declare that we have no pending dues to IR.
7. I/We am/are not a government employee or railway servant or any other member of my family (as defined in rule no. 103 Para 17 of the IR Establishment Code-Vol. I), either in their individual capacity or as a partner/director/agent/ franchisee of a firm/company.
8. That none of the previous contracts of the bidder or any of its constituents had been terminated/rescinded for contractor's failure or part terminated for its failure as a JV partner with forfeiture of its full Security Deposit by government department/s or by Ministry of Railways during the period of last three years before the deadline for submission of bids.
9. That the bidder or any of its constituents is neither bankrupt/insolvent nor is in the process of winding-up and no such case is pending before any court on the deadline of submission of the bid.

10. I/We declare that the bidder or any of its constituents have not either changed their name or created a new business entity as covered by the definition of “Allied Firm” under Para 1102 (iii) of chapter XI of Vigilance manual of IR with latest amendments and corrections (available on website of IR), consequent to having been banned for business dealings for specified period that is not over or suspended for business dealings or having been declared as poor performer.
11. I/We declare and certify that balance sheets for the last five financial years including that for the latest concluded financial year are being submitted.

OR

12. I/We declare and certify that the balance sheet for the latest concluded financial year has not been finalized till date and that is why we are furnishing financial data for the last five financial year sign or submitting the latest concluded financial year.
(# -Delete whichever is not applicable)**

13. That the bidder or any of its constituents is not an entity of such countries, which have been identified by the Ministry of Railways as not allowing Indian companies to participate in their government procurements for any item related to the Ministry of Railways, except for the list of items published by the Ministry of Railways permitting their participation.
14. That the bidder or any of its constituents has not committed any previous transgressions in respect of Code of Integrity [Rule 175 A of General Financial Rules 2017] with any entity in any country during the last three years or of being debarred by any other procuring entity.
15. I/We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
16. I/We declare that the information and documents submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
17. I/We have read the clause regarding restrictions on procurement from a bidder of a country which share a land border with India and I certify that:

This Bidder is not from a country which shares a land border with India.

OR

This Bidder is from such a country and the bidder has been registered with the competent authority. Evidence of valid registration by the competent authority shall be attached.

18. I/We hereby confirm and declare that my/our firm/company M/s has not been put on defaulter list by EPF/ESI/GST/Labor Deptt. etc. during last 4 years.
19. I/We hereby confirm and declare that my/our financial bid submitted as a part of this tender is sufficient to meet the statutory requirements of payment of minimum wages, EPF, ESI etc. as applicable to manpower that will be deployed by my/our firm/JV for this work in case the contract is awarded to me/us.
20. I/We understand that in case we cease to fulfill the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform IR of our changed status immediately and in case of our failure to do so, our bid shall be rejected and bid security shall be forfeited. In case such failure comes to the notice of IR at any time after award of the contract, it will lead to termination of the contract and forfeiture Security Deposit. We shall also be liable for banning of business dealings up to a period of five years.
21. I/We understand that if the contents of the affidavit are found to be false at any stage during bid evaluation, it will lead to rejection of our bid and forfeiture of the bid security. Further, we *[insert name of the bidder]* **_and all our constituents understand that we shall be liable for banning of business dealings up to a period of five years.
22. I/We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Security Deposit and banning of business dealings of the Bidder and all its constituents for a period of up to five years.
23. Further, I am aware that if any of the declarations made by me above being found to be incorrect/false, either before or after the award of license shall be treated as 'Material Breach' and would result in rejection of the bid or termination of the license, as the case may be, and will be debarred/blacklisted from participating in future allotment of catering units on IR/IRCTC.
24. I/We also agree to keep my/our bid valid for 90 days from the bid due date specified.
25. I/We also agree that in case due to any change in facts or circumstances during the Bidding Process, I/We are attracted by any provisions of disqualification mentioned in the bid document I/We shall intimate IR of the same immediately.
26. I/We also agree that In the event of my/our being declared as the selected bidder, I/We agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the bid due date.

27. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

Seal and signature of the bidder

Verification:

Verified on _____ day of at _____ that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

Seal and signature of the bidder

Attestation before Magistrate /Public Notary

Annexure 8: Power of Attorney for Signing of Bid

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name) son/daughter/wife of and presently residing at....., who is presently employed with us as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the award of the license for “.....”, for which proposals are invited by IR including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences and providing information/ responses to IR, representing us in all matters before IR, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with IR in all matters in connection with or relating to or arising out of our Bid for the award of License to us and/or till the entering into of the License Agreement with IR.

AND

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

IN WITNESS WHERE OF WE, , THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ... DAY OF20.....

Executant

For..... (Signature, name, designation and address)

Attorney Holder

Accepted

.....(Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Signature of Notary
Name & Address

Seal & Registration Number

Witnesses:

1. _____(Signature, Name & Full Address)

2. _____(Signature, Name & Full Address)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *The Power of Attorney is to be executed on a non judicial stamp paper of the requisite value as per stamp duty prevalent in the respective State.*

Annexure 9: Performance Security Guarantee

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this.....day of..... (Month & year) between the Bank of.....(hereinafter called the “Bank”) of one part, and Indian Railways (herein after called “the IR Administration”) of the other part.
2. Whereas-----has awarded the contract for (name of work)(herein after called “the contract”) to M/s.....(Name of the Contractor)...herein after called “the Contractor or the Service Provider”.
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the IR Administration a Performance Security for a total amount of Rs.....(Amount in figures and words).
4. Now we the Undersigned(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of.....(Full name of Bank), hereby declare that the said Bank will guarantee the IR Administration the FA&CAO/.....Railway full amount of Rs.....(Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the IR Administration, the Bank is engaged to pay the IR Administration, any amount up to and inclusive of the aforementioned full amount upon written order from the IR Administration to indemnify the IR Administration for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the implementation of the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the IR Administration immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the IR Administration any money so demanded notwithstanding any dispute/disputes raised by the Contract or in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of the Contract.)
7. At any time during the period in which this Guarantee is still valid, if the IR Administration agrees to grant a time extension to the Contractor or if the Contractor fails to fulfill the contractual obligations within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend

this Guarantee under the same conditions for the required time on demand by the IR Administration and at the cost of the Contractor.

8. The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the IR Administration in enforcement of payment of any moneys, the payment where of is intended to be hereby secured or the giving of time by the IR Administration for the payment thereof shall in no way relieve the bank of their liability under this deed.
10. The expressions “the IR Administration”, “the Bank” and “the Contractor or the Service Provider” herein before used shall include their respective successors and assigns.

In witness whereof, I/We of the Bank have signed and sealed this guarantee on the.....day of (Month & Year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name:.....

Designation:.....

I.D. No.:.....

Stamp/Seal of the Bank:.....

Full Address:.....

Signed, sealed and delivered for and on behalf of the Bank by the above named In the presence of:

Witness 1:

Signature:

Name:

Age:

Full Address:

Witness 2:

Signature:

Name:

Age:

Full Address:

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the ‘Bank Guarantee’.
2. The ‘Bank Guarantee’ shall be from the Scheduled Commercial Bank based in India, acceptable to IR Administration.

Annexure 10: MoU Format for a JV

MOU FORMAT for JV
On Non-judicial stamp
of Rs.100/-

Memorandum of Understanding for Joint Venture Agreement

1. This Memorandum of Understanding executed on this ____ day of _____ 20____
Between _____ (Name of Co.) ____
company registered to the context thereof includes its successors) of
the **FIRST PART**.

OR

M/s. _____ a partnership firm registered
under the Indian Partnership Act 1932, having its registered office
_____, represented through its
Partner Shri. _____ / Authorized Representative
_____ (herein after referred to as _____ which
expression shall unless repugnant to the context thereof includes its
successors) of the **FIRST PART**.

AND

2. M/s. _____ (Name of Co.) _____ accompany registered under the
Companies Act 1956 having its registered office _____ represented
through its Director or Authorized Representative (herein after
referred to as _____ which expression shall unless
repugnant to the context thereof includes its successors) of the
SECOND PART.

OR

M/s. _____ a partnership firm registered
under the Indian Partnership Act 19, having its registered office _____,
(here in after referred to as _____ which expression shall
unless repugnant to the context thereof includes its successors) of
the **SECOND PART**.

AND

3. This Memorandum of understanding executed this ____ day
of 20 between Name of Co. ____ a company registered
under the Companies Act 1956 having its registered
office through its Director or
Authorized Representative
_____ (herein after referred to as _____ which
expression shall unless Repugnant to the context thereof includes
its successors) of the **THIRD PART**.

OR

M/s. a partnership firm registered under the Indian
Partnership Act 1932, having its registered office _____,
Through its Partner or Authorized Representative _____

_____ (herein after referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **THIRD PART**.

4. This Memorandum of understanding executed this day _____ of20..... between _____ Name of Co. _____ a company registered under the Companies Act 1956 having its registered office..... through _____ its Director or Authorized Representative _____ (herein after referred to as..... which expression shall unless Repugnant to the context thereof includes its successors) of the **FOURTH PART**.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 1932, having its registered office _____ through its Partner or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FOURTH PART**.

5. This Memorandum of understanding executed this day _____ of20..... between _____ Name of Co. _____ a company registered under the Companies Act 1956 having its registered office..... through _____ its Director or Authorized Representative _____ (herein after referred to as..... which expression shall unless Repugnant to the context thereof includes its successors) of the **FIFTH PART**.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 1932, having its registered office..... Through its Partner or Authorized Representative..... (herein after referred to as..... which expression shall unless repugnant to the context thereof includes its successors) of the **FIFTH PART**.

Whereas, IR (Chennai Division) herein after referred to as Owner/Customer has invited Tender Nos..... herein after referred to as the YSA Tender for the work of _____ Herein after referred to as the said work.

Whereas, the party of the first part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the second part, M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the third part, M/s._____details to be supplied of the expertise in their field.

Whereas, the party of the forth part, M/s._____details to be supplied of the expertise in their field.

Whereas, the party of the fifth part, M/s._____details to be supplied of the expertise in their field.

AND whereas parties to this MOU, have agreed to co-operate with each other to associate jointly and to form a Joint Venture Firm to participate in the YSA Tender of IR.

Now, therefore, in consideration of the premises and mutual promises and of the undertaking contained herein, it is hereby agreed as follows:-

1. The purpose of MOU :

M/s._____,_____and_____ agree to co-operate with each other for the purpose of joint participation in the YSA Tender and in the event, the contract is awarded, to jointly execute the contract. The broad interfaces and scope of work of each party is set forth below:-

2. The name of the Joint Venture firm shall be :

3. The parties, hereto, represent that:

- a) They are in possession of all approvals and valid authorization for the purpose of execution of this MOU.
- b) They have not entered into any agreement/MOU of equal or similar nature with any third party for the YSA Tender.

That each of the parties of the JV, agrees and undertake to place at the disposal of the JV, benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility, including the provision of information advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be follows:

M/s.____M/s.____M/s.____

Lead Member:

One of the members of the JV firm shall be its Lead Member who shall have majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with up to three members and not less than 10% each in case of JV firms with more than three members. In case of JV firm with foreign member(s), the Lead Member has to be an Indian firm.

And all rights, interest, liabilities, obligations, work experience and risks (net profits or net losses) arising out of the contract shall be shared or borne by the Parties in proportionate to these shares. Each of the parties shall be bound by guarantees, sureties required for the work as well as its proportionate share in working capital and other financial requirements.

4. The parties to this MOU undertake:
 - a) That after submission of the tender, the MOU shall not be modified/altered /terminated during the validity of the tender except when modification becomes inevitable due to succession laws etc., but in no case the minimum eligibility criteria would be vitiated. The parties to this MOU further agree that the Lead Member will continue to be the Lead Member of JV firm.
 - b) That after the contract is awarded the constitution of the JV firm shall not be altered during the currency of contract except when modification becomes inevitable due to Succession Law etc. but in no case the minimum eligibility criteria would be vitiated.

5. JOINT & SEVERAL LIABILITY

In respect of this Tender, all terms shall be complied by each party on back-to-back basis as per specifications of this Tender or any other mutually agreed terms with the Owner/Customer. The Parties hereto shall, if awarded the contract for the project for which the Joint Venture is formed, be jointly and severally liable to the IR for execution of the project in accordance with the contract. The Parties hereto also undertake to be liable jointly and severally for the loss, damages caused to the IR in course of execution or due to non-execution of the contract or part thereof or arising out of the contract.

6. Shri__ shall be authorized partner/person on behalf of the Joint Venture to deal with tender, to sign the agreement or enter into contract in respect of the said tender, to receive/make payment and take similar such action in respect of YSA tender/Contract. All notices/ correspondence with respect to the contracts would be sent only to this authorized member of the J.V. Firm.

7. Not with standing anything contained herein, in respect of the YSA Tender, with regard to the internal relationship, the inters liabilities between the parties shall be in proportion to their respective scope of work and shall be subject to the provisions of this MOU.
8. The Parties agree that with respect of the YSA Tender neither Party, nor any subsidiary company of either Party, nor any joint venture company or any other entity, in which the Party/ies, is or are in anyway interested, shall compete together with or through any third party, nor shall the Parties advise, consult for, engage in or otherwise assist in any way any person or entity or any affiliate thereof in respect of any orders or contracts related to the YSA Tender.
9. Responsibility

Each Party shall assume and accept full responsibility for its Scope of Work and the obligations imposed in the contract and in this MOU as if it was, with regard to its Scope of Work, an independent partner contracting individually with the customer. In the event of any defect and damage or any claim arising from the customer under the Contract or any third party in relation to or as a consequence of any failure to meet the performance specification the Party, within whose Scope of Work the claim arises, shall be entirely responsible for the claim and shall indemnify and hold harmless the other Party from any liability, demand, claim burden cost, expense attorney's fees and costs arising from thereof.

10. Assignability

No party to the Joint Venture has right to assign or transfer the interest, right or liability in the contract without the written consent of the other party and that of IR.

11. Use of Machinery, Instruments, Labour Force, etc.

The parties here to undertake that whatever the machinery, instruments, labour force (including unskilled, skilled, inspectors, Engineers etc.) they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of the work, the party/ parties having the control over the said machinery, instrument, labour force etc. without having any regard to their share of profit and loss agreed to between the parties in Joint Venture Agreement shall hand over the

same at the disposal of the other party who is actually executing the work for purpose of execution of the contract without any hindrances and obstacle.

12. Duration of MOU

It shall be valid during entire currency of contract including the period of extension, if any and also till the maintenance period is over or till all the contractual liabilities including warranty/guarantee obligations are discharged completely.

13. Applicable Law

This MOU and any arrangement/agreements regarding the performance shall be construed and interpreted in accordance with and governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts at Chennai.

14. Settlement of Disputes

In the event of disputes arising from this MOU, the Parties to the MOU undertakes to endeavor to settle the said disputes amongst them amicably. However, if the parties fail to resolve the disputes amongst them amicably, the said disputes arising out of or in connection with the present MOU shall be resolved through Arbitration as per the provisions enshrined under the Arbitration and Conciliation Act 1996 and amendments thereof.

15. All communications or notices provided for herein shall be in the English language and be delivered, mailed, or tele-faxed to the parties addresses as indicated below:-

M/s. _____

M/s. _____

All correspondence and notices to the Joint Venture shall be addressed to the Lead Member i.e. M/s.

_____/Shri _____ at the address
stated herein below:-M/s. _____

Such communication or notices shall be deemed to have been duly given when so delivered or, if mailed, when received at destination.

16. Each party shall have full and sole responsibility to bear the expense of and effect the payment of any taxes, duties, special insurance, fees or assessments of any nature whatsoever (including personal income taxes level or imposed on any of its employees or personnel or any of its sub-contractor's employees or personnel) including penalties and interest, if any, levied in connection with the execution of this MOU.
17. The parties to this MOU declares and certifies that they have not been black listed or debarred by IR or any other Ministry/Department of the Govt. of India/State Govt. from participation intenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were member/partners.

In witness whereof, the parties have caused this MOU to be executed by their respective authorized representatives on the date and year mentioned here in above.

Signature:-

Signature:-

Signature:-

Shri _____ of

Shri _____ of

Shri _____

M/s _____

M/s _____

M/s _____

Signature:-

Signature:-

Shri _____ of

Shri _____ of

M/s _____

M/s _____

Witness1:

Witness2:

Signature:

Signature:

Name:

Name:

Age:

Age:

Full Address:

Full Address:

General information about JV

A. TENDERER INFORMATION SHEET		
Tenderer's Legal Name		
Legal status of the Tenderer	Individual / sole proprietorship firm / company / partnership firm / corporation / consortium or joint venture (JV) etc. (Please tick one)	
In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))	Legal Name of JV/Consortium member	% participation
	1.	
	2.	
	3.	
Lead member of JV/Consortium		
Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication		
Tenderer's authorized signatory (name, designation, address, contact no.)		
Tenderer's authorized representative (name, designation, address, contact no.)		
<p>Following needs to be submitted by the tenderer: (by each member in case of JV/consortium):</p> <ul style="list-style-type: none"> a) Affidavit in case of Proprietary firm. b) Partnership Deed in case of partnership firm. c) Memorandum & Article of Association in case of a Public/Private limited company. d) In case of JV/Consortium, MoU/Agreement (duly notarized) entered into by the joint venture /consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc. e) Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and also in favour of authorized representative of each member in case of JV/Consortium. <p>Note: Tenderer's authorized representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with Railway administration related to the tender.</p>		

B. JV/CONSORTIUM MEMBER INFORMATION	
Member 1	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm/Partnership Firm/Private Limited Company/Public Limited Company (Tick anyone)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address	
Member's authorized representative (name, designation, address)	
Member-2	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm/Partnership Firm/Private Limited Company/Public Limited Company (Tick anyone)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address	
Member's authorized representative (name, designation, address)	

Annexure 12: Covering Letter Comprising the Bid

Date:

To.....,

Sub: Bid for the award of license for”.

Dear Sir,

1. With reference to your bid notice no....., dated, I/we, having examined the bid documents (Standard Bid Document along with all the Annexures, Schedules and Model Agreement) and understood its contents, hereby submit my/our bid along with the bid for the award of license. The letter and the bid is unconditional and unqualified.
2. I/ We acknowledge, certify and understand that:
 - a. IR will be relying on the information provided in the bid and the documents accompanying this bid for qualification of the bidder(s) for the award of license, and I/we certify that all information provided in the bid and its annexures is true and correct.
 - b. The submission of bid/offer does not guarantee the award of the said license and I/ We recognize that IR has the right to accept/reject our bid without assigning any reason and that that IR may cancel the bidding process at any time and that IR is neither bound to accept any bid that IR may receive nor to invite the bidders to bid for the award of license, without incurring any liability to the bidders.
 - c. On account of non-acceptance of LoA or on account of not fulfilling the conditions of the bid document or, as the case may be, the license agreement within the prescribed time, I/We shall be debarred by IR for further participation in similar future contracts/licenses of IR including IRCTC for a period of five (5) years and earnest money shall be forfeited.
 - d. Bid is subject to provision of the bidding documents. In no case, I/We have any claim or right of whatsoever nature if the license is not awarded to me/us or my/our bid is not opened.
3. I/ We declare that:
 - a. I/We am/are solvent and have no dues pending to IR.
 - b. I/We have examined and have no reservations to the bidding documents (Standard Bid Document along with all the Annexures, Schedules and Model Agreement), including any addendum/corrigendum issued by IR.
 - c. I/We am/are not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Bid Document, in respect of any bid or request for proposal issued by or any agreement entered into with IR certify that we have taken steps to ensure that in conformity with the provisions of the Bid Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - d. I/We have not been debarred / blacklisted from participating in bidding for similar future contracts/licenses by IR/IRCTC.

- e. I/We have not been convicted in any criminal case and there is no pending criminal case against me/us in any Indian courts.
 - f. I/We have not been debarred from any government contract and no legal action carried by Food Safety Officer (FSO) against me/us.
4. I/We agree and undertake that I/We have:
- a. Studied all the bidding documents (Standard Bid Document along with all the Annexures, Schedules and Model Agreement) carefully and we understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by IR or in respect of any matter arising out of or concerning or relating to the bidding process including the award of License.
 - b. Will make available to IR any additional information it may find necessary or require to supplement or authenticate the bid.
 - c. Submitted the techno-commercial/price bid after taking into consideration all the terms and conditions stated in the bid document, draft License Agreement, my/our estimates of costs and all the conditions that may affect the Bid.
 - d. Paid EMD through net banking/ e-payment gateway <https://www.ireps.gov.in/>.
 - e. Keep my/our bid valid for 90 days from the bid due date specified.
 - f. Shall, in case due to any change in facts or circumstances during the Bidding Process, we are attracted by any provisions of disqualification mentioned in the bid document I/we intimate IR of the same immediately.
 - g. In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 - h. Abide by all the terms and conditions of the bid document.
 - i. Be jointly and severally liable for all the obligations of the Licensee under the License Agreement till the expiry/termination of the License Agreement.
5. I/We are/am fully aware that if I/We furnish any wrong information/details in the bid document, the same will be rejected by IR and EMD will be forfeited, without assigning any reason during bid finalization. I/We also accept that IR has the right to annul and terminate the license agreement on knowing that license has been awarded to me based on the wrong information/details furnished by me in bid document.

In witness thereof, I/ we submit this Bid along with our Bid under and in accordance with the terms of the Bid Document.

Yours faithfully,

(Signature, name and designation of the Bidder/ Authorized Signatory)

Name and seal of the Bidder

Date:

Place:

Full address:

Refund of EMD through NEFT/RTGS

1. Name of the firm/bidder:
2. Complete address:
3. Name of the bank:
4. Branch:
5. Address of the bank branch:
6. Account type:
7. Account number:
8. IFS Code:
9. MICR Code:
10. Whether a cancelled cheque of the bidder/firm submitted: Yes or No (please tick)

(A cancelled cheque is to be enclosed)

Certified that the information furnished above is correct.

Signature of the Bidder / Authorized Signatory with seal and date

Date:

Place:

Full address:

***** SBD CONCLUDED *****



Model Agreement
Yatri Seva Anubandh
Pilot initiative for Vande Bharat trains

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Part I
Preliminary

Yatri Seva Agreement

THIS AGREEMENT is entered into on this {the day of....., 20.....} at (place of execution of agreement at the time of actual execution of agreement)

BETWEEN

1 **THE PRESIDENT OF INDIA** represented by _____ (Name and Designation), Ministry of Railways, Govt. of India and having its offices at _____ and (hereinafter referred to as the “**Indian Railways (IR)/ Railway Administration**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

2 {Name of the selected bidder} or {.....Limited} a company incorporated under the provisions of the Companies Act, 2013 *i.e. the Service Provider*, having its registered office at, (hereinafter referred to as the “**SP**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

The IR/ Railway Administration and the SP shall be collectively referred to as “**Parties**” and individually as a “**Party**”.

WHEREAS:

- (A) The Railway Administration had decided to allow the SP to provide composite on-board passenger services through a composite on-board passenger services contract (Yatri Seva Anubandh, YSA pilot initiative) (the “**Project**”) in accordance with the terms and conditions to be set forth in the composite on-board passenger services agreement (the “**Agreement**”).
- (B) The Railway Administration had prescribed the technical and commercial terms and conditions, and invited bids from the bidders for undertaking the Project.
- (C) After evaluation of the bids received, the Railway Administration had accepted the bid of the {selected bidder(s)/Joint Venture/Consortium/Partnership} (the “**Selected Bidder**”) and issued its Letter of Acceptance No. dated (hereinafter called the “**LoA**”) to the Selected Bidder requiring, inter alia:
 - i. deliver to the Railway Administration legal opinion from the legal counsel of the Selected Bidder with respect to the authority of the Selected Bidder to enter into this Agreement and the enforceability of the provisions thereof, within 10 (ten) days of the date of issue of LOA;
 - ii. submit Security Deposit in accordance with the governing framework of the Initiative on Yatri Seva Agreement; and
 - iii. execute this Agreement within 30 (thirty) days of the date of acceptance of Letter of Award.
- (D) The Service Provider (hereafter SP) has fulfilled the requirements specified in Recital (C) above.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Article 1. Definitions and Interpretation

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 24) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) references to laws of the State, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) references to a **“person”** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e) the words **“include”** and **“including”** are to be construed without limitation and shall be deemed to be followed by **“without limitation”** or **“but not limited to”** whether or not they are followed by such phrases;
- f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- g) any reference to day shall mean a reference to a calendar day;
- h) reference to a **“business day”** shall be construed as reference to a day (other than a Sunday) on which banks in India are generally open for business;
- i) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- j) any reference to **“quarter”** shall mean a reference to the period of three months commencing from April 1, July 1, October 1, and January 1, as the case may be;
- k) any reference to any period commencing **“from”** a specified day or date and **“till”** or **“until”** a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- l) the words importing singular shall include plural and vice versa;
- m) **“indebtedness”** shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

- n) references to the “**winding-up**”, “**dissolution**”, “**insolvency**”, or “**reorganisation**” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
 - o) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this sub-clause shall not operate so as to increase liabilities or obligations of the Railway Administration hereunder or pursuant hereto in any manner whatsoever;
 - p) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party in this behalf and not otherwise;
 - q) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
 - r) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears;
 - s) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damages**”); and
 - t) time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- 1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the SP to the Railway Administration shall be provided free of cost in soft copy as well as in three hard copies, and if the Railway Administration is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two hard copies thereof.
- 1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.
- 1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down; provided that the drawings, engineering dimensions and tolerances may exceed 2 (two) decimal places as required.

1.4 Priority of agreements, clauses and schedules

- 1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:
- a) this Agreement; and
 - b) all other agreements and documents forming part hereof or referred to herein, i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.
- 1.4.2 Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:
- a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
 - b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
 - c) between any two Schedules, the Schedule relevant to the issue shall prevail;
 - d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
 - e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
 - f) between any value written in numerals and that in words, the latter shall prevail.

1.5 Joint and several liability

- 1.5.1 If the SP has formed a Joint Venture/Consortium/Partnership of two or more persons for implementing the Project:
- a) these persons shall, without prejudice to the provisions of this Agreement, be deemed to be jointly and severally liable to the Railway Administration for the performance of the Agreement; and
 - b) the SP shall ensure that no change in the composition of the Consortium is effected without the prior consent of the Railway Administration.
- 1.5.2 Without prejudice to the joint and several liability of all the members of the Consortium, the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the SP. The SP shall ensure that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Railway Administration shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Railway Administration shall generally release/accept payments to/from the Lead Member. If the payment is to be made/received to/from Consortium Partner directly, the same can be done provided Lead member takes full responsibility for performance as per the Agreement and certify each payment invoice.

- 1.5.3 Lead partner having the authorized mandate to represent, participate on behalf of others should have at least 51% share in the JV/consortium/partnership and cannot exit the JV/consortium/partnership during the period of the contract.

Part II
Scope of the Agreement

Article 2. Scope of the Agreement

2.1 Scope of the Agreement

- 2.1.1 The scope of the Agreement (the “Scope of the Agreement”) shall mean and include, provision of the following on board services (“YSA services” hereafter) on the nominated trains, in accordance with the terms and conditions of this Agreement (“Yatri Seva Anubandh” or “YSA”), during the Agreement Period:
- a) Food and Beverage Services
 - b) Housekeeping
- 2.1.2 The SP shall have the right to provide following ancillary YSA services, in accordance with the terms and conditions of this Agreement, during the Agreement Period:
- a) Vending Services
 - b) Infotainment Services
 - c) Concierge Services
- 2.1.3 In addition, the SP would also exclusively provide e-catering based delivery of food for passengers travelling onboard YSA trains. E-catering services offered by any other SP/aggregator would stand disabled for these YSA trains. However, the SP shall ensure that the rates of F&B items provided via e-catering are reasonable and comparable to market rates.
- 2.1.4 The SP shall also be exclusively permitted to advertise inside coaches as per regulations and extant guidelines.
- 2.1.5 The list of YSA trains is given in Schedule A. Detailed scope of work for provision of above services are indicated in Schedule B and Schedule C. Specific and special terms and conditions for provision of above services are indicated in Schedule D.

2.2 Commencement of Services

The SP should commence YSA services on-board trains with prior approval of the concerned Sr.DCM within 90 days of Acceptance of Letter of Award. The detailed timeline for handing over and taking over of train by SP is given in Schedule E.

2.3 Agreement Period

- 2.3.1 This Agreement shall come into effect on the date hereof, and shall expire upon completion of 5 (five) Years.
- 2.3.2 Railway administration can, by giving a written notice no later than 6 months before the expiry of this Agreement, extend the Agreement period, by up to two Years, one Year at a time, based on performance of the SP.

Article 3. Award of Contract

3.1 The Contract

- 3.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Railway Administration hereby awards to the SP the right to provide composite on-board passenger services or Yatri Seva Services for the period specified herein (the “**Contract**”), and the SP hereby accepts the Contract and agrees to implement the same subject to and in accordance with the terms and conditions set forth herein.
- 3.1.2 Subject to and in accordance with the provisions of this Agreement, the Contract hereby granted shall oblige or entitle (as the case may be) the SP to the following in accordance with the provisions of this Agreement:
- a) provide Yatri Seva Services to the Railway Administration;
 - b) access and use of platforms, trains and washing lines for performing its obligations;
 - c) perform and fulfil all of the SP’s obligations under and in accordance with this Agreement;
 - d) save as otherwise provided in this Agreement, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the SP under this Agreement; and
 - e) neither assign, transfer or sublet or create any lien or encumbrance on this Agreement nor transfer, or create encumbrance on the platforms, stations and washing lines as the case may be, save and except as expressly permitted by this Agreement.

Article 4. Obligations of the SP

4.1 Obligations of the SP

- 4.1.1 The SP shall provide YSA services in accordance with the terms and conditions of this Agreement. SP shall maintain the standard of onboard services as stipulated by Ministry of Railways/IR from time to time.
- 4.1.2 The SP shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 4.1.3 Save and except as otherwise provided in this Agreement or Applicable Laws, as the case may be, the SP shall, in discharge of all its obligations under this Agreement, conform with and adhere to Good Industry Practice at all times.
- 4.1.4 The SP shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
 - i. make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits, and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Laws;
 - ii. make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Sub-contractors in connection with the performance of its obligations under this Agreement;
 - iii. ensure that its Sub-contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the SP's obligations under this Agreement;
 - iv. always act in a manner consistent with the provisions of this Agreement and not cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner be in violation of any of the provisions of this Agreement.

- 4.1.5 The duty list with the mobile number of the Supervisor/Manager and concerned on-board staff shall be prominently displayed at locations specified in all coaches.
- 4.1.6 SP must ensure that staff/service personnel deployed by SPs should maintain good conduct, etiquette, personal hygiene, politeness and courtesy and are trained in soft skills. Further, the SP shall ensure that the staff/service personnel deployed by SPs should be well groomed, wear proper uniforms, badges displaying their names, carry photo identity cards and display at all times. Certificate regarding medical fitness, police verification of the on-board staff should be available with the Yatri Seva Supervisor and should be produced on demand to the Railway authority. The SP will update the personal particulars of the staff/service personnel deployed on the Yatri Seva App's SP module.
- 4.1.7 The SP must ensure that adequate staff is deployed at all stations where concierge / value added services are on offer, so that passengers and customers can avail of the services smoothly and seamlessly. A dedicated 24*7 customer helpline should be provided by the SP to facilitate provisioning of the services on offer.
- 4.1.8 The SP shall appoint a nodal official who is sufficiently senior and adequately empowered to intervene, swiftly resolve passenger/customer complaints and grievances and co-ordinate with the IR Administration on Yatri Seva service-related matters.
- 4.1.9 The SP would provide access to base kitchens or any facilities as deemed necessary by the IR Administration for the purpose of quality check/control and will facilitate inspection by IR personnel, authorized agencies and third party agencies engaged for the purpose of Audit.
- 4.1.10 SP shall be entirely responsible for the deficiency/defects with regard to the products and services offered and activities carried out through this Agreement and the Railway Administration will not be liable in this regard.
- 4.1.11 After expiry of the agreement, the SP shall, at his own cost, remove/dismantle any equipment/advertisement in/on train coaches installed/used during as part of the agreement.
- 4.1.12 After expiry of the agreement, the SP shall, at his own cost, remove/dismantle any equipment/advertisement in/on train coaches installed/used during as part of the agreement.
- 4.1.13 No Railway facilities such as pass, concessional ticket, and consideration for employment in Railways, etc., will be available to SP's employees.
- 4.1.14 The SP shall provide First Aid box on the train. The SP must ensure that its on-board staff is trained in administering first aid and use of fire-fighting equipment. Certificates to this effect must be provided to the Railway. The fire-fighting equipment shall be provided in the train by Railways.

4.2 Labour Law Provisions

The SP shall be solely responsible for statutory compliance and meeting all legal obligations as may be required by the law. However, if for any reason Railway is held liable for any errors of omission or commission by the SP, the SP shall indemnify the Railway accordingly

4.3 Indemnity

The SP shall indemnify the Railway against fine, punitive or other charges, costs, damages, compensation etc., imposed on the Railway by any authority due to contravention of any law/statute etc., of the State or Central Government or local bodies during the course of the agreement due to any reason.

4.4 Obligations relating to change in Consortium Member

In case the SP is a Consortium, it shall not substitute/drop any of its members during the agreement period, except with the prior written approval of the Railway Administration.

4.5 Obligations regarding risk of loss or damage

- 4.5.1 The SP shall bear the risk of loss in relation to each train as long as he is the SP for the provision of Yatri Seva services.
- 4.5.2 For the purpose of protecting the Railway Administration's interest, under this Agreement, the SP shall take or cause to be taken all steps necessary under Applicable Laws to protect the Railway Administration's title and to protect the Railway Administration against claims by other parties with respect thereto in accordance with the terms and provisions of this Agreement.

4.6 Obligations regarding risk in case of recurrent passenger complaints with respect to YSA service(s)

- 4.6.1 In the event of recurrent complaints from passengers with respect to any of the YSA service(s) provisioned in this Agreement, IR reserves the right to make any substitute arrangement in any manner as deemed fit at the cost and risk of the SP. The SP shall make good all costs and expenses, if any, incurred by IR for making these substitute arrangements. This is without prejudice to any other remedy that may be available to IR in this Agreement.

4.7 Obligations relating to information

- 4.7.1 Without prejudice to the provisions of Applicable Laws and this Agreement, upon receiving a notice from the Railway Administration for any information that it may reasonably require or that it considers may be necessary to enable it to perform any of its functions, the SP shall provide such information to the Railway Administration forth with and in the manner and form required by the Railway Administration.
- 4.7.2 After receiving a notice from the Railway Administration for reasoned comments on the accuracy and text of any information relating to the SP's activities under or pursuant to this Agreement which the Railway Administration proposes to publish, the SP shall provide such comments to the Railway Administration in the manner and form required by the Railway Administration.

4.8 Obligations relating to confidentiality

The SP shall treat and mark all information received from Railway Administration as confidential. The SP shall maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations. The SP shall be required to execute a Confidentiality - Cum - Non Disclosure Agreement (NDA) in the manner as set forth in the Annexure 6.

4.9 Compliance of Instructions

The SP shall comply with any other instructions issued by the Railway from time to time as may be necessary to ensure better services.

Article 5. Obligations of the Railway Administration

5.1 Obligations of the Railway Administration

- 5.1.1 The Railway Administration shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 5.1.2 The Railway Administration agrees to provide support to the SP and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following:
- a) Railway Administration shall allow the SP to provide YSA services as per the scope of this Agreement, in the train contracted out as set out in Schedule B.
 - b) Railway Administration shall allow the SP's staff in the railway station premises and station building area, including platforms, for the purposes of provision of YSA services.
 - c) Railway Administration shall allow the SP to use electricity and water on-board and at washing lines without any charges during the train journey.
 - d) Railway Administration shall provide all necessary permits such as travelling authority, medical certification of the staff, as per the extant railway rules, during the validity of the Agreement.
 - e) Railway Administration reserves the right to revoke such permits during the validity of the Agreement without assigning any reason thereof.
 - f) The SP shall be permitted to use reasonable space for stacking materials required for provision of YSA services, on the railway platform on which the train so contracted out berths.
 - g) Upon written request from the SP, and subject to the SP complying with Applicable Laws, provide all reasonable support and assistance to the SP in procuring Applicable Permits, required from any Governmental Instrumentality for implementation and operation of the objectives set forth in this Agreement;
 - h) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement; and
 - i) support, cooperate with and facilitate the SP in the implementation and operation of the Project in accordance with the provisions of this Agreement;

5.2 Rail Yatri Seva App

- 5.2.1 IR will develop a Yatri Seva App, an application enabling passengers travelling on YSA trains to avail of YSA services (including booking, cancellation and feedback).
- 5.2.2 SPs would be given a standard format by IR in which they will give details of products and services along with prices on their page.
- a) In addition to the changes made in Indian Railway's ticket booking portal enabling provision to avail YSA services at the time of booking the ticket (provided reservation is confirmed / RAC / partially confirmed), an SMS-based link will also be sent by IR to passengers with confirmed train tickets (confirmed / RAC / partially confirmed tickets) one week prior to the scheduled departure of the train. Passengers will be able to download YSA App on their mobile instruments and can also access the YSA content via a web link.
 - b) The transaction between the customer and the SP is a direct commercial transaction between the respective customer and the SP. The SP would be solely liable for the goods and services provided through the Yatri Seva App.

- c) The YSA App would contain links to all the services being offered on the train as well as a grievance module for quick redressal of grievances through the Rail Madad platform.
- 5.2.3 The transaction between the passenger and SP is a direct commercial transaction between the respective customer and SP. The SP would be solely liable for the goods and services provided through the Yatri Seva App.
- 5.2.4 The governing provisions of the Yatri Seva App and basic refund rules are illustrated in Schedule F and Schedule G.
- 5.2.5 End of the day (EOD) MIS reports and EDR (Exceptional Data reports) shall be provided by SP through CRIS and made available to PCCM/Nominated SAG officer of Southern Railway and concerned Divisions and Railway Board.
- 5.2.6 The Data generated through the Yatri Seva App will be property of Railways. The SP shall ensure compliance with all extant and applicable statutory provisions pertaining to Data Security/Information Technology/e-commerce and modifications thereof issued by nodal ministries and departments from time to time. Railways will be kept indemnified from any claims arising from passenger and customers.

Article 6. Representations and Warranties

6.1 Representations and Warranties of the SP

The SP represents and warrants to the Railway Administration that:

- a) It is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- b) The obligations of the SP under this Agreement constitute legally valid, binding and enforceable obligations against the SP in accordance with the terms hereof;
- c) No proceedings against the SP are pending or threatened, and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- d) The information furnished in the Bid and as updated on or before the date of this Agreement are true and accurate in all respects as on the date of this Agreement;
- e) It is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;
- f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association {or those of the Selected Bidder/ any member of the Consortium} or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- g) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Railway Administration Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- h) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- i) It shall at no time change any Consortium Member except in accordance with the provisions of Clause 4.4;
- j) All assets of the Railway Administration, if any, shall be handed over on the expiry of the contract, free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Railway Administration ;
- k) It has not withheld from Ministry of Railways / Railway Administration, any material information or material document, whose non-disclosure would have a material adverse effect or would have adversely affected the evaluation or acceptance of the application submitted by the SP
- l) The SP is familiar with the risks involved and has conducted its own diligence and analysis of the business in its present condition;

- m) No sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Agreement or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Railway Administration in connection therewith;
- n) All information provided by the {Selected Bidder/Consortium Members} in response to the tender or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and
- o) All undertakings and obligations of the SP arising from the tender or otherwise shall be binding on the SP as if they form part of this Agreement.

6.2 Representations and Warranties of the Railway Administration

The Railway Administration represents and warrants to the SP that:

- a) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- b) It has taken all necessary actions under Applicable Laws to authorise the execution, delivery and performance of this Agreement;
- c) It has the financial standing and capacity to perform its obligations under this Agreement;
- d) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- e) It has complied with Applicable Laws in all material respects; and
- f) Upon the SP paying the required charges in accordance with the terms of this agreement and performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful enjoyment of the rights of the SP, in accordance with the provisions of this Agreement and Good Industry Practice.
- g) Save and except the representations and warranties stated in this Agreement, the Railway Administration makes no other representation or warranties with regard to the business, financial viability of the business of the operation of the SP in respect of provision of composite on-board passenger services on Indian Railways Network and no statutory or other warranties as to the business or financial viability of the operation of the SP in respect of provision of composite on-board passenger services on Indian Railway (IR) network shall be implied.

6.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

Article 7. Disclaimer

7.1 Disclaimer

- 7.1.1 The SP acknowledges that prior to the execution of this Agreement, the SP has, after a complete and careful examination, made an independent evaluation of the tender, Scope of the Agreement, Specifications and Standards, local conditions and all information provided by the Railway Administration or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 6.2, the Railway Administration makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumption, statement or information provided by it and the SP confirms that it shall have no claim whatsoever against the Railway Administration in this regard.
- 7.1.2 The SP acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 7.1.1 above and hereby acknowledges and agrees that the Railway Administration shall not be liable for the same in any manner whatsoever to the SP and its Associates or any person claiming through or under any of them.
- 7.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 7.1.1 above shall not vitiate this Agreement.
- 7.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 7.1.1, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Railway Administration to give any notice pursuant to this Clause 7.1.4 shall not prejudice the disclaimer of the Railway Administration contained in Clause 7.1.1 and shall not in any manner shift to the Railway Administration any risks assumed by the SP pursuant to this Agreement.
- 7.1.5 Except as otherwise provided in this Agreement, all risks relating to the Agreement shall be borne by the SP and the Railway Administration shall not be liable in any manner for such risks or the consequences thereof.
- 7.1.6 The Railway Administration does not guarantee any minimum composition of number of coaches or Pantry car. The Service Provider shall not be entitled for any compensation for any portion not run or in the event of their rights of providing services in the said train being affected impeded or interfered with by reasons or suspension of traffic by the Railway Administration or any alteration in the train timings or late running of trains, or due to any reduction in the number of passengers travelling etc.

PART III
Services and Operations

Article 8. Security Deposit

8.1 Security Deposit

- 8.1.1 The SP shall, for the performance of its obligations hereunder during the Agreement Period, provide to the Railway Administration, no later than 30 days from the date of issue of LoA, Security Deposit for a sum equivalent to 10% of the Contract Value valid for the term of the Agreement and a period extending six months beyond the term of the Agreement. Provided, however, that the SP may provide a Security Deposit hereunder for a period of 3 (three) years and shall, no later than 60 (sixty) days prior to the expiry thereof, substitute it by a like Security Deposit.
- 8.1.2 If the Security Deposit is not submitted within 30 days on receipt of LOA, a penalty @ of 18% per annum calculated for the number of days of default i.e. from the 31st day onward till 90th day will be imposed on the amount of Security Deposit for that period. However, if the SP fails to submit the security deposit within 90 days of receipt of LoA, the contract shall be terminated duly forfeiting earnest money and he will be debarred from participating in the bidding process for similar future license / contracts of all Zonal Railways including IRCTC for five (05) years.
- 8.1.3 Security Deposit shall be paid in the form of Bank Draft/Performance Bank Guarantee (PBG). The said BG shall be paid for in the manner as set forth in the Annexure 5.

8.2 Refund of Security Deposit

- 8.2.1 Security Deposit will be returned after the contract has been completed successfully, and trains are handed over by the SP to IR, and there are no dues pending on account of the SP. However, the Security Deposit shall not be released if the SP is in breach of this Agreement. Upon request made by the SP for release of the Security Deposit along with the particulars which establish satisfaction of the requirements specified under this Clause 8.2, the Railway Administration may release the Security Deposit forthwith.

8.3 Forfeiting of Security Deposit

- 8.3.1 Notwithstanding anything mentioned in this Agreement, upon any default or breach of obligations by the SP under the Agreement, Railway may at its sole discretion draw upon the Security Deposit (in the form of PBG) to satisfy its claims against the SP by imposition of Penalties or otherwise, irrespective of any other remedy under this Agreement.

8.4 References to Security Deposit

- 8.4.1 References to Security Deposit occurring in this Agreement for and in respect of any period prior to the delivery of the Security Deposit by the SP to the Railway Administration , or in respect of any period subsequent to the expiry or release thereof, as the case may be, shall be construed solely for the purposes of calculating the amount of Damages payable by the SP, and the amount so determined shall be appropriated from the Earnest Money Deposit, Security Deposit as the case may be.

Article 9. Change of Scope

9.1 Change of Scope

- 9.1.1 Notwithstanding anything to the contrary contained in this Agreement, Railways or SP may require: (i) the provision of additional services in the trains, which are not included in the Scope of the Agreement, or (ii) addition or reduction in number of YSA trains. Any of the aforementioned Change of Scope shall be made in accordance with the provisions of this Article 9.
- 9.1.2 If the Railway Administration or SP determines to introduce additional services in the trains at any time, the same shall be carried out with mutual consent of both parties.

9.2 Procedure for Change of Scope

- 9.2.1 Addition of new service(s) to the list of existing services is permitted subject to a maximum of 10% of the Contract Value. The proposal for such an addition, whether initiated by the Railway or the SP, shall be examined by a committee comprising Sr. DCM, Sr. DME and Sr. DFM, factoring rate reasonableness and the prevalent market rates for similar service(s) within a period of two weeks from the date of receipt/initiation of the proposal and approved by the tender accepting authority. Upon approval of the competent authority, the revised license fee payable by the SP shall be notified by the competent authority within 7 days. In this context, the SP on receipt of the notification of revised license fee shall pay the notified additional annual licence fee in advance and commence the new YSA services within a period of 30 days.

Article 10. Safety Requirements

10.1 Obligations of the SP

- 10.1.1 The SP shall abide by the following to ensure safety of the trains, washing lines, human life and property:
- a) instructions issued by Commissioner of Railway Safety or IR;
 - b) applicable laws and applicable permits;
 - c) provisions of this Agreement;
 - d) relevant standards/guidelines contained in internationally accepted codes; and
 - e) good industry practice.
- 10.1.2 The SP shall impart safety training to its employees and shall at all times be responsible for observance of safety procedures by its staff, sub-contractors and agents.
- 10.1.3 The SP shall be responsible for undertaking all the measures under its control to ensure safe working inside Trains.
- 10.1.4 The SP agrees that the Railway Administration shall be entitled to inspect any train set out in Schedule A to verify adherence to safety requirements and the SP shall be obliged to facilitate such inspection and implement the corrective measures identified in such inspection.

10.2 Accidents

- 10.2.1 In case of accidents, the relief and rescue operation shall be organized by the Railway Administration. Inquiry into the accident shall be conducted as per norms of the Railways.
- 10.2.2 The SP shall ensure that service personnel deployed by SP are conversant with the safety protocols to be followed during accidents (Schedule H).
- 10.2.3 Upon occurrence of an accident, the SP shall follow all standard operating procedures as required under applicable laws.
- 10.2.4 All liability arising out of accident/untoward incident covered under Section 124 and Section 124A of Indian Railways Act shall be borne by the party responsible for the accident as established in the Accident Inquiry Report.

10.3 Disaster Management

- 10.3.1 In the event of any incident of fire in a passenger train, for the reasons attributable to the SP, Railway Administration reserves the right to recover from the SP, all cost towards repair of the coaches damaged in such fire subject to maximum of depreciated value of such coach(es).

Article 11. Monitoring of Services

11.1 Monthly status reports

- 11.1.1 During the Service Period, the SP shall, no later than 7 (seven) days after the end of each month, furnish to the Railway Administration a monthly report stating in reasonable detail the services performed by the SP on the Trains and the defects and deficiencies that require rectification. The report shall also include manpower utilization, Key Performance Indicators as per Article -12 and the compliance or otherwise with the terms and conditions of the agreement. The SP shall promptly give such other relevant information as may be required by the Railway Administration.
- 11.1.2 The monthly report specified in Clause 11.1.1 shall also include a summary of the efforts envisaged to improve service delivery.

11.2 Inspection

The Railway Administration shall be entitled to inspect the Trains in respect of provision of YSA services, for evaluating the compliance with the terms and conditions. It shall make a report of such inspection (the “**Service Inspection Report**”) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the provision of YSA services and notify the SP of the same for taking remedial measures in accordance with the provisions of Clause 11.3.

11.3 Remedial Measures

- 11.3.1 The SP shall repair or rectify the defects or deficiencies, if any, set forth in the Service Inspection Report as per timeline given in the penal regime (Schedule I).
- 11.3.2 The Railway Administration may require the SP to carry out or cause to be carried out inspection, at the cost of the SP, to determine whether the remedial measures have been taken in compliance with the terms and conditions of the agreement, and the procedure set forth in this Clause 11.3 shall be repeated until the provision of Yatri Seva service as per the terms and conditions of the agreement. In the event that remedial measures are not completed by the SP in conformity with the provisions of this Agreement, the Railway Administration shall be entitled to impose penalties in accordance with the provisions of this agreement (as per penal regime contained in Schedule I).

11.4 Responsibility of the SP

- 11.4.1 It is expressly agreed between the Parties that any inspection carried out by the Railway Administration or the submission of any Service Inspection Report by the Railway Administration as per the provisions of this Article 11 shall not relieve or absolve the SP of its obligations and liabilities hereunder in any manner whatsoever. It is further agreed that the SP shall be solely responsible for adherence to the KPIs.

Article 12. Key Performance Indicators and penalty regime

12.1 Key Performance Indicators

- 12.1.1 Without prejudice to the obligations specified in this Agreement, the SP shall make sincere efforts to provide YSA services to the passengers as per good industry practice and ensure significant and continual improvement in the level of such services. The SP shall obtain detailed passenger feedback (for individual service) and quick passenger feedback (comprising all services) as per the formats indicated in Schedule-K. Service-wise key performance indicators (KPIs) and feedback Forms given in Schedule-J and Schedule-K are indicative in nature. These may be revised time-to-time based as per operational convenience.
- 12.1.2 The Average Quarterly Feedback (AQF), the feedback obtained on the YSA App, the Rail Madad App, Third Party Audit and inspection by IR officials shall be the primary basis for reviewing the performance of the YSA SP. Quarterly assessment of performance on YSA trains shall be based on weighted averages:
- i. Passenger feedback on the YSA App and the Rail Madad App [70%]
 - ii. Audits by third party [20%] and
 - iii. IR inspections [10%]

12.2 KPI based Penalty Regime

- 12.2.1 The SP will be liable to pay penalties for defaulting on the terms and conditions of the agreement, causing inconvenience to passengers, overcharging, delay in agreement execution, flouting any law of the land and for below-par passenger feedback, i.e., in case the AQF is below value of 2.
- 12.2.2 The detailed penalty regime is illustrated in Schedule I.

12.3 Grievance redressal mechanism

- 12.3.1 SP shall promptly attend to complaints conveyed by the IR Administration regarding services provided.
- 12.3.2 SP's supervisor will be informed about complaints registered on Rail Madad App via alerts, which can be accessed in real time for immediate corrective action, or intimating the concerned authority.
- 12.3.3 Whenever, any onboard service deficiency or lapse is brought to the attention of the SP (by staff / passenger or IR authorities), he shall get it addressed immediately during the course of the journey itself. All information about the nature of incident, intervention carried out and the time taken to redress the deficiency / lapse thereof would be available on the YSA App / website.
- 12.3.4 In case the deficiency is technical in nature which cannot be attended during the journey, the same would be done before commencement of the next scheduled journey of the rake.
- 12.3.5 Any qualitative service improvement pointed out to the SP by IR authorities has to be carried out within a period stipulated by the DRM of the concerned Division in his written directive to the SP.

Article 13. Audit

- 13.1.1 Railway being the service beneficiary under the Agreement shall have audit and inspection rights upon the SP during the entire term of this Agreement.
- 13.1.2 Railway shall have the right to conduct periodic and/or surprise audits along with audits of the facilities of the SP at regular intervals. Such audits shall include the audit of technical and performance records of the SP, which may be based on passenger feedback and other parameters set forth by Railway.
- 13.1.3 In addition to the audit rights herein above, Railway shall have the right to audit particular performance records of the SP including payment records, etc.
- 13.1.4 Each audit team of Railway shall be nominated by Railway exclusively. The location, time, etc. of the audit shall be decided by Railway exclusively and costs relating to the audit shall be borne by Railway. The parties also agree that upon the conclusion of each audit, representatives of both parties are to mutually sign-off on the jointly prepared minutes of each audit.
- 13.1.5 In the event that any audit by Railway reveals any discrepancy as determined by Railway, the same would then be communicated by Railway in writing to the SP; who shall be under obligations to comply with the audit results/directions of Railway within 30 days of receipt of written communication from Railway.
- 13.1.6 Railway authorized/prescribed independent third party audit agencies will conduct audit of the base kitchens, for effective quality control. In case of any discrepancy/deficiency reported in the audit report, the Railway will be entitled to initiate suitable action against the SP including termination of this Agreement.
- 13.1.7 SP shall be responsible for acquiring requisite ISO certification and the cost related to it, if any.

PART IV
Financial Covenants

Article 14. License Fee and Payments

14.1 License

- 14.1.1 The SP shall pay to the Government a sum, determined in accordance with the provisions of this Article, as License Fee for providing YSA services in accordance with the terms and conditions of the Agreement. All cost towards providing the YSA services along with revenues from such services including Ancillary Services shall be deemed to be included in this License Fee.
- 14.1.2 The annual License Fee amount for providing YSA Services on different trains are indicated in Schedule A.

14.2 Payment of License Fee

- 14.2.1 The SP shall be required to pay license fee on an annual basis. As the YSA trains shall be handed over to the licensee for commercial operations in batches as per the handover schedule, the license fee shall be paid in advance only for trains being handed over for commercial operations. However, for the first year of operations, the SP shall pay annual license fee for FY 2024 for the YSA trains handed-over by IR on pro-rata basis as per the train-wise licence fee quoted by him in his bid. As an illustration, if a train is handed over on October 1, 2023, even though the licensee has quoted the annual license fee, he shall pay a fee calculated only from October 1, 2023 to March 31, 2024, worked out on pro-rata basis. The licensee fee thereafter shall be charged for the entire year.
- 14.2.2 Similarly, for trains in which the full spectrum of YSA services are yet to be handed over by IR (as mentioned in the handover schedule), the SP shall pay annual license fee for such trains as per the train-wise license fee quoted by him in his bid. As an illustration, if for the initial two years the licensee has bid an amount X for a particular train on which catering service is not on offer, and an amount X plus Y for the remainder three years in which catering service is on offer, the licensee shall pay X for the first two years (and pro-rata on commencement of contract as described in 'a' above) and X plus Y for the remaining three years.

14.3 Payment towards F&B Items, Vending and other Ancillary Services

- 14.3.1 Railways shall reimburse to the SP a lump-sum amount as per the rates prescribed in Schedule L, for providing F&B services with respect to such passengers who have pre-booked such items either along with the ticket or otherwise and paid for the same to the Railways. This amount shall be paid to the SP within fifteen days.
- 14.3.2 Payment towards providing F&B services to any other passenger may be directly collected by the SP from the concerned passenger as per pre-published tariff either through Yatri Seva App or onboard.
- 14.3.3 Payment towards Vending, Concierge, Infotainment or other Ancillary Services provided to the passengers by the SP shall be directly collected by the SP from the concerned passenger through Yatri Seva App or onboard.

14.4 Delayed Payments

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at penal rate of 12% per Annum and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rates.

14.5 Tax and Duties

- 14.5.1 The Parties agree that the License Fee as well as all other rates towards F&B items as prescribed in this Agreement are exclusive of applicable GST on such goods/services and the same shall be borne by the Railways or SP as per their respective tax liabilities. Any other applicable taxes/cess on such goods/services including GST on input to such goods/services shall be included in the above rates.
- 14.5.2 The Licensee shall bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Licensee under this Agreement.

PART V

Force Majeure and Termination

Article 15. Force Majeure (GCC/Services)

15.1 Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works/ services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Railway Administration as to whether the works/ services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

Article 16. Compensation for breach of Agreement

16.1 Compensation for default

In the event of the SP being in material default or breach of this Agreement, it shall pay to the Railway Administration by way of compensation, all direct costs suffered or incurred by the Railway Administration as a consequence of such material default or breach, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; Whereas in the event of the Railway Administration being in material default or breach of this Agreement, it shall pay to the SP by way of compensation, all direct costs suffered or incurred by the SP as a consequence of such material default or breach, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided no compensation is payable for Damages specified under Clause 16.1.

16.2 Limitation on Compensation Amount

Compensation payable under the Article 16 shall be in addition to, and without prejudice to, the other rights and remedies of the Parties under this Agreement including Termination thereof. Total compensation amount payable hereunder shall be limited to the Contract Value.

16.3 Mitigation of costs and damage

The affected Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.

Article 17. Termination

17.1 Termination for SP Default

17.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the SP fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within the specified timelines and timelines indicated in the penal regime, the SP shall be deemed to be in default of this Agreement (the “SP Default”), unless the default has occurred as a result of any breach of this Agreement by the Railway Administration or due to Force Majeure. In case of circumstances arising due to situations mentioned in sub paras (m), (n) and (o), no cure period would be applicable and the SP shall be deemed to be in default of this Agreement (the “SP Default”). The defaults referred to herein shall mean and include the following:

- (a) The Security Deposit has been encashed and appropriated in accordance with Clause 8.2 and the SP fails to replenish or provide fresh Security Deposit within a Cure Period of 15 (fifteen) days;
- (b) Subsequent to the replenishment or furnishing of fresh Security Deposit in accordance with Clause 8.2, the SP fails to cure, within a Cure Period of 15 (fifteen) days, the SP Default for which whole or part of the Security Deposit was appropriated;
- (c) the SP fails to commence commercial operations within the timelines specified;
- (d) the SP is in breach of the provision of YSA services or the Safety Requirements, as the case may be;
- (e) unsatisfactory performance of the SP as measured through KPI score for 3 (three) or more consecutive quarters;
- (f) the SP has failed to make any payment to the Railway Administration within the period specified in this Agreement;
- (g) a breach of any of the Project Agreements by the SP has caused a Material Adverse Effect;
- (h) the SP creates any encumbrance in breach of this Agreement;
- (i) the SP repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
- (j) the SP substitutes or drops a Consortium Member in breach of the provisions of Clause 4.4;
- (k) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the SP under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the SP, and such transfer causes a Material Adverse Effect;
- (l) an execution levied on any of the assets of the SP has caused a Material Adverse Effect;
- (m) the SP is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the SP or for the whole or material part of its assets that has a material bearing on the Project;
- (n) the SP has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Railway Administration, a Material Adverse Effect;
- (o) a resolution for winding up of the SP is passed, or any petition for winding up of the SP is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the SP is ordered to be wound up by a court except for the purpose of amalgamation or

reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the SP are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the SP under this Agreement and the Project Agreements; and provided that:

- i. the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
 - ii. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the SP as at the Appointed Date; and
 - iii. each of the Project Agreements remains in full force and effect;
- (p) any representation or warranty of the SP herein contained which is, as of the date hereof, found to be materially false or the SP is at any time hereafter found to be in breach thereof;
 - (q) the SP submits to the Railway Administration any statement, notice or other document, in written or electronic form, which has a material effect on the Railway Administration's rights, obligations or interests and which is false in material particulars;
 - (r) the SP has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement;
 - (s) the SP issues a Termination Notice in violation of the provisions of this Agreement; or
 - (t) the SP commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Railway Administration and the SP fails to cure such default in a Cure Period of 07 days.

Without prejudice to any other rights or remedies which the Railway Administration may have under this Agreement, upon occurrence of a SP Default, the Railway Administration shall be entitled to terminate this Agreement by issuing a Termination Notice to the SP; provided that before issuing the Termination Notice, the Railway Administration shall by a notice inform the SP of its intention to issue such Termination Notice and grant 90 (ninety) days to the SP to make a representation, and may after the expiry of such 90 (ninety) days, whether or not it is in receipt of such representation, issue the Termination Notice.

17.2 Termination for Railway Administration Default

17.2.1 In the event that any of the defaults specified below shall have occurred, and the Railway Administration fails to cure such default within a Cure Period of 180 (One hundred and eighty) days or such period as has been expressly provided in this Agreement, the Railway shall be deemed to be in default of this Agreement (the "Railway Default") unless the default has occurred as a result of any breach of this Agreement by SP or due to Force Majeure. The defaults referred to herein shall include the following:

- a) the Railway Administration commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the SP;
- b) the Railway Administration has failed to make any payment to the SP within the period specified in this Agreement; or
- c) the Railway Administration repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

- 17.2.2 Without prejudice to any other right or remedy which the SP may have under this Agreement, upon occurrence of a Railway Administration Default, the SP shall be entitled to terminate this Agreement by issuing a Termination Notice to the Railway Administration ; provided that before issuing the Termination Notice, the SP shall by a notice inform the Railway Administration of its intention to issue the Termination Notice and grant 90 (ninety)days to the Railway Administration to make a representation, and may after the expiry of such 90 (ninety)days, whether or not it is in receipt of such representation, issue the Termination Notice.

17.3 Other rights and obligations of the Railway Administration

- 17.3.1 Upon Termination for any reason whatsoever, the Railway Administration shall:
- i. be entitled to restrain the SP and any person claiming through or under the SP from entering upon the stations and trains any part of the Railway Administration premises;
 - ii. succeed upon election by the Railway Administration, without the necessity of any further action by the SP, to the interests of the SP under such of the Project Agreements as the Railway Administration may in its discretion deem appropriate, and shall upon such election be liable to the Sub-contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Railway Administration elects to succeed to the interests of the SP. For the avoidance of doubt, the SP acknowledges and agrees that all sums claimed by such Sub-contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the SP and such Sub-contractors, and the Railway Administration shall not in any manner be liable for such sums. It is further agreed that in the event the Railway Administration elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Railway Administration for this purpose shall be deducted from the Termination Payment.

17.4 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

17.5 Exit Clause

- 17.5.1 **Termination by YSA SP:** If it is not feasible for the SP to continue the execution of the YSA Agreement due to any reason, the SP may serve a Termination Notice to the Railway Administration, after completion of 12 (twelve) months of the Agreement Period. The Agreement shall be terminated after completion of 06 (six) months from the date of Termination Notice or after commencement of a fresh Agreement with another Service Provider, whichever event occurs earlier. Thereafter, complete Security Deposit shall be refunded by the Railway Administration.
- 17.5.2 **Termination/ foreclosure by Railways:** Railway Administration shall have the right to terminate/ foreclose the Agreement for any reason whatsoever with prior notice of 12 months. If Railway Administration terminates/ forecloses the YSA Agreement for administrative reasons, the SP shall be paid a compensation of 10% of the License fee for the period of one year.
- 17.5.3 **Termination by Railways on account of operational exigencies:** In case of extreme operational exigency, Railway Administration may terminate the YSA Agreement with immediate effect, after recording reasons in writing, without any financial repercussions on either side, on the recommendation of PCCM, Southern Railway. Full Security Deposit shall be refunded.

17.5.4 Termination by Railways on account of recurrent service failure by the YSA service provider: In case of recurrent service failure by the YSA service provider, Railway Administration may terminate the YSA Agreement after giving notice to that effect. Recurrent service failure is deemed to have occurred when SP repeatedly fails over two successive quarters to satisfactorily provide YSA services. (as assessed from the overall performance index i.e. quarterly score falling below 2 over two successive quarters). In case of termination by Railways on account of recurrent service failure, Security Deposit shall be forfeited and advance License Fee paid by the SP shall not be refunded. Further, Railway Administration shall not provide any compensation or entertain any claim whatsoever on any expenditure incurred by SP. Also Railway Administration may enter into substitute Agreement at the risk and cost of the SP.

PART VI
Other Provisions

Article 18. Assignment and Charges

18.1 Restriction on assignment and charges

- 18.1.1 Subject to Clause 18.2, this Agreement shall not be assigned by the SP to any person, save and except with the prior consent in writing of the Railway Administration, which consent the Railway Administration shall be entitled to decline without assigning any reason.
- 18.1.2 Subject to the provisions of Clause 18.2, the SP shall not create nor permit to subsist any encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the SP is a party except with prior consent in writing of the Railway Administration, which consent the Railway Administration shall be entitled to decline without assigning any reason.

18.2 Permitted assignment and charges

- 18.2.1 The restraints set forth in Clause 18.1 shall not apply to:
 - 1. liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the SP;
 - 2. liens or encumbrances required by any Applicable Law.

Article 19. Change in Law

19.1 Increase in costs

- 19.1.1 If as a result of Change in Law, the SP suffers an increase in costs or reduction in net after-tax return or other financial burden related to this project, the aggregate financial effect of which exceeds Rs 50 (fifty) lacs in any Accounting Year, the SP may so notify the Railway Administration and propose amendments to this Agreement so as to place the SP in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased cost, reduction in return or other financial burden as aforesaid. Upon notice by the SP, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement.
- 19.1.2 Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the SP may by notice require the Railway Administration to pay an amount that would place the SP in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Railway Administration shall pay the amount specified therein; provided that if the Railway Administration shall dispute such claim of the SP, the same shall be settled in accordance with the Dispute Resolution Procedure.

19.2 Reduction in costs

- 19.2.1 If as a result of Change in Law, the SP benefits from a reduction in costs or increase in net after-tax return or other financial gains, related to this project, the aggregate financial effect of which exceeds Rs 50 (fifty) lacs in any Accounting Year, the Railway Administration may so notify the SP and propose amendments to this Agreement so as to place the SP in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Railway Administration, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement
- 19.2.2 Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Railway Administration may by notice require the SP to pay an amount that would place the SP in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the SP shall pay the amount specified therein to the Railway Administration ; provided that if the SP shall dispute such claim of the Railway Administration , the same shall be settled in accordance with the Dispute Resolution Procedure.

19.3 Protection of NPV

Pursuant to the provisions of Clauses 19.1 and 19.2 and for the purposes of placing the SP in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall endeavour to establish a net present value (the “NPV”) of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For the avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be equal to Bank Rate plus 5% (five per cent) as applicable on the date on which such Change of Law notice has been served.

19.4 Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this Article 19 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than 1 (one) year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than 2 (two) years from the close of such Accounting Year.

Article 20. Liability and Indemnity

20.1 General indemnity

- 20.1.1 The SP shall indemnify, defend, save and hold harmless the Railway Administration and its officers, servants, agents, Government Instrumentalities and Railway Administration owned and/or controlled entities/enterprises, (the “Railway Administration Indemnified Persons”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the SP of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the SP to the Railway Administration or to any person or from any negligence of the SP under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Railway Administration Indemnified Persons.
- 20.1.2 The Railway Administration shall indemnify, defend, save and hold harmless the SP against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of breach by the Railway Administration of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the SP of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the SP, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the SP.

20.2 Indemnity by the SP

- 20.2.1 Without limiting the generality of Clause 20.1, the SP shall fully indemnify, hold harmless and defend the Railway Administration and the Railway Administration Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
- a) failure of the SP to comply with Applicable Laws and Applicable Permits;
 - b) payment of taxes required to be made by the SP in respect of the income or other taxes of its Sub-contractors, suppliers and representatives; or
 - c) non-payment of amounts due as a result of materials or services furnished to the SP or any of its sub-contractors which are payable by the SP or any of its sub-contractors.
- 20.2.2 Without limiting the generality of the provisions of this Article 20, the SP shall fully indemnify, hold harmless and defend the Railway Administration Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Railway Administration Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the SP or by its Sub-contractors in performing the SP’s obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the SP shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Stations, Washing Lines or Trains, as the case may be, or any part thereof or comprised therein, are held to constitute an infringement and their use is permanently enjoined, the SP shall promptly make every reasonable effort to secure for the Railway Administration a licence, at no cost to the Railway Administration, authorising

continued use of the infringing work. If the SP is unable to secure such licence within a reasonable time, the SP shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that they become non-infringing.

20.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 20 (the “**Indemnified Party**”) it shall notify the other Party (the “**Indemnifying Party**”) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction

20.4 Defence of claims

- 20.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 20, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.
- 20.4.2 If the Indemnifying Party has exercised its rights under Clause 20.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).
- 20.4.3 If the Indemnifying Party exercises its rights under Clause 20.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:
- a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party;
 - b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action;
 - c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or

d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

- i. that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
- ii. that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement.

20.5 Limitation of Liability

20.5.1 Except as provided otherwise in this Agreement, the liability of one Party towards the other Party for any damages or compensation of any nature whatsoever under this Agreement shall not exceed the Contract Value. For the avoidance of doubt, the limitation hereunder shall not apply to any Damages whose rate is specifically indicated in this Agreement.

20.5.2 Except as otherwise provided in this Agreement, neither Party shall be liable to the other Party for any loss of profit or for any other indirect or consequential damages or losses that may be suffered in connection with this Agreement.

20.6 Survival on Termination

20.6.1 The provisions of this **Article 20** shall survive Termination.

Article 21. Dispute Resolution

21.1 Dispute resolution

- 21.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 21.2.
- 21.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

21.2 Conciliation

- 21.2.1 In the event of any Dispute between the Parties, either Party may call upon a mutually accepted person to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by such person or without the intervention of such person, either Party may require such Dispute to be referred to the General Manager, Southern Railway and the Chairman/MD of the Board of Directors of the SP/Lead Member of the SP for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 21.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 21.3.

21.3 Arbitration

- 21.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 21.2, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 21.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactments thereof. The place of such arbitration shall be Chennai, and the language of arbitration proceedings shall be English.
- 21.3.2 There shall be an arbitral tribunal comprising three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 21.3.3 The arbitral tribunal shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Article 21 shall be final and binding on the Parties as from the date it is made, and the SP and the Railway Administration agree and undertake to carry out such Award without delay, subject to any legal remedy available under the law.
- 21.3.4 The SP and the Railway Administration agree that an Award may be enforced against the SP and/or the Railway Administration, as the case may be, and their respective assets wherever situated.
- 21.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

21.4 Adjudication by a tribunal

In the event of constitution of a statutory tribunal or other forum with powers to adjudicate upon disputes between the SP and the Railway Administration, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 21.3, be adjudicated upon by such tribunal or other forum in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.

Article 22. Disclosure

22.1 Disclosure of Specified Documents

The SP shall make available for inspection by any person, copies of this Agreement, relevant certifications issued by Government Agencies such as FSSAI, (hereinafter collectively referred to as the “**Specified Documents**”), free of charge, during normal business hours on all working days at the SP’s Registered Office.

22.2 Withholding disclosure of Protected Documents

Notwithstanding the provisions of Clause 22.1, the Railway Administration shall be entitled to direct the SP, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Clauses.

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clause 22.1, or portions thereof, the disclosure of which the Railway Administration is entitled to withhold under the provisions of the Right to Information Act, 2005.

Article 23. Miscellaneous

23.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Chennai shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

23.2 Waiver of immunity

Each Party unconditionally and irrevocably:

- (A) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (B) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- (C) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (D) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

23.3 Waiver

23.3.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- ii. shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- iii. shall not affect the validity or enforceability of this Agreement in any manner.

23.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

23.4 Liability for review of Documents

23.4.1 Except to the extent expressly provided in this Agreement:

- a) no review, comment or approval by the Railway Administration of any Project Agreement or Document submitted by the SP nor any observation or inspection of the service delivery of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the SP from its obligations, duties and liabilities under this Agreement, Applicable Laws and Applicable Permits; and
- b) the Railway Administration shall not be liable to the SP by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

23.5 Exclusion of implied warranties

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

23.6 Survival

Termination shall:

- (a) not relieve the SP or the Railway Administration , as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

23.7 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the SP arising from the Tender, as the case may be, shall be deemed to form part of this Agreement and treated as such.

23.8 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

23.9 No partnership

This Agreement shall not be interpreted or construed to create an association or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

23.10 Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

23.11 Successors and assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

23.12 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the SP, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the SP may from time to time designate by notice to the Railway Administration ; provided that notices or other communications to be given to an address outside Chennai may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the SP may from time to time designate by notice to the Railway Administration ;

{Attention:

Designation:

Address:

Fax No:

Email:}

- (b) in the case of the Railway Administration , be given by facsimile or e-mail and by letter delivered by hand at the address given below and addressed to the person named below with a copy delivered to the Railway Administration Representative or such other person as the Railway Administration may from time to time designate by notice to the SP; provided that if the SP does not have an office in Chennai it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier;

{Name:

Designation:

Address:

Fax No:

Email:}); and

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

23.13 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

23.14 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

23.15 Insurance

- i. SP shall, during the Agreement Period, procure and maintain Insurance to cover the SP's general liability arising out of the Agreement.
- ii. SP shall procure and maintain Insurance Cover for all the staff working in the contract under workmen's compensation insurance scheme as per norms laid down by the Government.
- iii. SP shall also procure and maintain any other insurance cover that may be necessary to protect the SP and its employees, including all Force Majeure Events that are insurable and not otherwise covered in items in Clause 15.1.

Article 24. Definitions

24.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

“Agreement” or **“Yatri Seva Anubandh Agreement”** means this Agreement, its Recitals, and Schedules hereto, and any amendments thereto made in accordance with the provisions contained in this Agreement;

“Agreement Period” means the period starting on and from the Appointed Date and ending on the Transfer Date;

“Applicable Laws” means all laws, brought into force and effect by Union Government/State Government including rules, regulations and notifications made there under, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“Applicable Permits” means all clearances, licences, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the provision of composite on-board passenger services, during the subsistence of this Agreement;

“Appointed Date” means the date of this Agreement or an earlier date that the Parties may by mutual consent determine;

“Associate” or **“Affiliate”** means, in relation to either Party {and/or Consortium Members}, a person who controls, is controlled by, or is under the common control with such Party {or Consortium Member} (as used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

“Bank” means a nationalized bank or a scheduled bank incorporated in India and having a minimum net worth of Rs 1,000 crore (Rupees one thousand crore). For the avoidance of doubt, scheduled bank shall mean a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934;

“Bank Rate” means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;

“Bid” means the documents in their entirety comprised in the bid submitted by the {selected bidder/Consortium} in response to the tender in accordance with the provisions thereof and **“Bids”** shall mean the bids submitted by any of the bidders;

“Bid Date” means the last date on which the Bid may have been submitted in accordance with the provisions of the tender;

“Bid Security” means the security provided by the SP to the Railway Administration along with the Bid in accordance with the tender, and which is to remain in force until substituted by the Security Deposit;

“Car” means a passenger car forming part of a Train;

“Coach” means a passenger coach and pantry car, if any, forming part of a Train, as set forth in the list of trains in Schedule B;

“Change in Law” means the occurrence of any of the following after the Bid Date:

- (a) the enactment of any new Indian law;
- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) the commencement of any Indian law, which has not entered into effect until the Bid Date;
- (d) a change in the interpretation or application of any Indian law, by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date; or
- (e) any change in the rates of any of the Taxes that have a direct effect on the Agreement;

“Change of Control” with respect to the SP means any transaction or series of related transactions that result in (i) any other Entity acquiring or taking Control of the SP; or (ii) the Entities(s) who were in Control of the SP prior to such transaction or transactions no longer having such Control in the SP following such transaction or transactions.

“Change of Scope” shall have the meaning as set forth in Clause 9.1;

{**“Consortium”** shall have the meaning as set forth in Recital (C);}

“Concierge Service” is an on demand paid service offered to a passenger and means of picking them up including or excluding their luggage from their home or place of booking and dropping them to their reserved berth or any other place within the premises of the railway station.

{**“Consortium Member”** means a company specified in Recital (B) as a member of the Consortium;}

“Contract” shall have the meaning set forth in Clause 3.1.1;

“Contract Value” is the sum total of the annual assessed revenue accruing from YSA services (Food and beverage; Ancillary services like concierge, infotainment, vending and advertising sources) and assessed annual expenditure on YSA services (Housekeeping);

“Control” shall mean holding, directly or indirectly (whether in India or abroad) more than 50% of the voting stock or other voting interest of any Entity or the ability to control the composition of a majority of its Board of Directors and the terms **“Controlling”** and **“Controlled”** shall be construed accordingly.

“Cure Period” means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

- (a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
- (b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and
- (c) not in any way be extended by any period of Suspension under this Agreement;

provided that if the cure of any breach by the SP requires any reasonable action by the SP that must be approved by the Railway Administration hereunder, the applicable Cure Period shall be extended by the period taken by the Railway Administration to accord its approval;

“Damages” shall have the meaning as set forth in Sub-clause (s) of Clause 1.2.1;

“Dispute” shall have the meaning as set forth in Clause 20.1.1;

“Dispute Resolution Procedure” means the procedure for resolution of Disputes as set forth in Article 20;

“Divestment Date” in relation to Yatri Seva Agreement means the date of completion of the Agreement Period under this Agreement or termination of the Agreement by a Termination Notice whichever is earlier;

“Document” or **“Documentation”** means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

“Emergency” means a condition or situation that is likely to endanger the security of the individuals on or about the Station or Trains, as the case may be, or which poses an immediate threat of material damage to any of the Project Assets;

“Encumbrances” means, in relation to the Stations, Washing lines or Trains, as the case may be, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Stations, Washing Lines or Trains, as the case may be, where applicable herein;

“Financing Agreements” means the agreements executed by the SP in respect of financial assistance to be provided by the Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of project;

“Force Majeure” or **“Force Majeure Event”** shall have the meaning ascribed to it in Clause 15.1;

“Railway Administration” means the Railway Administration of India, that is the Nodal Authority which has executed this Agreement; all the instructions/Orders issued by Railway Board/Ministry of Railways with regard to provision of YSA services shall deemed to be issued by the Railway Administration for the purpose of this Agreement;

“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the SP in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

“Indemnified Party” means the Party entitled to the benefit of an indemnity pursuant to Article 20;

“Indemnifying Party” means the Party obligated to indemnify the other Party pursuant to Article 20;

“Insurance Cover” means the aggregate of the maximum sums insured under the insurances taken out by the SP pursuant to Article 23, and includes all insurances required to be taken out by the SP under Clause 23.15 but not actually taken, and when used in the context of any act or event, it shall

mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

“Intellectual Property” means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, geographical indicators, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“Key Performance Indicators” shall have the meaning as set forth in Clause 12.1;

“LOA” or **“Letter of Award”** means the letter of award referred to in Recital (C);

“Lead Member” shall mean the lead member of the Consortium/SPV, and in the event, there is no Consortium/SPV, the Selected Bidder;

“Lenders” means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the SP under any of the Financing Agreements for meeting the funding requirements of the project;

“SP” shall have the meaning attributed thereto in the array of Parties as set forth in the Recitals and refers to the single entity, or, all the members of the Consortium/Joint Venture including the Lead member, which is the Selected Bidder;

“SP Default” shall have the meaning as set forth in Clause 16;

“Material Adverse Effect” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

“MoR” means Ministry of Railways.

“Nodal Officer” shall be the Chief Commercial Manager (Non-Fare Revenue) of the Northern Railway.

“Nodal Railway” shall be the Northern Railway with which the SP has signed this agreement.

“NTES” means National Train Enquiry System.

“OBHS” means On-Board Housekeeping Services.

“O&M” means maintenance of the Trains and includes all matters connected with or incidental to such maintenance, and provision of services and facilities in accordance with the provisions of this Agreement;

“Parties” means the parties to this Agreement collectively and **“Party”** shall mean any of the parties to this Agreement individually;

“Prohibited Items” shall mean commodities prohibited under Applicable Laws or by the Railway Administration for carriage in / by the Train.

“Prohibited Activities” shall mean activities prohibited under Applicable Laws or by the Railway Administration.

“Project” means the provision of Yatri Seva services in train(s) over the Railway Network set forth in the Schedule A in respect of the Scope of the Agreement in accordance with the provisions of this Agreement;

“Project Agreements” means this Agreement, the Financing Agreement, contracts for provision of composite on-board passenger services /Yatri Seva services and any other material agreements or contracts that may be entered into by the SP with any person in connection with matters relating to, arising out of or incidental to this Agreement;

“Project Assets” means all physical and other assets relating to and forming part of the Trains, Stations and Washings Lines which are maintained, operated or used by the SP for provision of composite on-board passenger services or training purpose as part of this Agreement. The Project Assets may be provided either by the SP or by the Railway Administration and include physical assets like civil structures, Mechanical Electrical and Plumbing (MEP) system, communication systems, offices, sheds, Plant and Machineries (M&Ps), jigs and fixtures, tools, software & hardware system as well as non-tangible assets like insurance proceeds, Applicable Permits and other rights of the SP to or in respect of the Project however excludes tracks, OHE, Signalling which are provided and maintained by the Railway Administration.

“Railway Act” means the Railway Act, 1989.

“Railway Administration Default” shall have the meaning as set forth in Clause 17.2.2;

“Railway Administration Instrumentality” means any department, division or sub-division of the Railway Administration of India or the State Railway Administration and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including Panchayat, under the control of the Railway Administration of India or the State Railway Administration, as the case may be, and having jurisdiction over all or any part of the Train or Station, as the case may be, or the performance of all or any of the services or obligations of the SP under or pursuant to this Agreement;

“Railway Administration Representative” means such person or persons as may be authorised in writing by the Railway Administration to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of the Railway Administration under this Agreement;

“Railway Network” means the entire broad-gauge network of the Government Railways and shall include such railway network where the Railway Administration has a right to operate.

“Re.”, “Rs.” or “Rupees” or “Indian Rupees” means the lawful currency of the Republic of India;

‘Right to Use’ means an authority to use the train(s) set forth in the Schedule B which are allowed by the Railway Administration to the SP without any change in the ownership of the assets in accordance with the provisions of this agreement. The ownership of the train(s) rests with the Railway Administration.

“Safety Requirements” shall have the meaning as set forth in Clause 10.1;

“Scope of the Agreement” shall have the meaning as set forth in Clause 2.1;

“Security Deposit/Performance Security” is the money deposited by Service provider before the commencement of commercial operations. Security deposit would be equivalent to 10% of Contract Value;

“Selected Bidder” shall have the meaning as set forth in Recital (C);

“Specifications and Standards” means the specifications and standards relating to the provision of composite on-board passenger services and any modifications thereof, or additions thereto, as approved by, the Railway Administration;

“Sr. DCM” means Senior Divisional Commercial Manager of a Railway Division.

“Sr. DOM” means Senior Divisional Operations Manager of a Railway Division.

“Sr. DME” means Senior Divisional Mechanical Engineer of a Railway Division.

“Sr. DEE” means Senior Divisional Electrical Engineer of a Railway Division.

“Statutory Auditors” means a reputable firm of chartered accountants acting as the statutory auditors of the SP under the provisions of the Companies Act, 2013 including any re-enactment or amendment thereof, for the time being in force;

“Sub-contractor” means the person or persons, as the case may be, with whom the SP has entered into any of the contracts, the O&M Contract any other material contract for provision of composite on-board passenger services, or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the SP;

“Taxes” shall mean any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess, GST, CST, Entry Tax, Octroi or any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Railway Administration Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

“Termination” means the expiry or termination of this Agreement;

“Termination Notice” means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

“Termination Payment” means the amount payable by the Railway Administration under and in accordance with the provisions of this Agreement, upon Termination;

“Washing Lines” means the site and infrastructure designated by the Railway Administration for the washing, maintenance and inspection of Trains after completion of each journey;

“Year” means the period commencing from the date on which the Yatri Seva Agreement shall begin and expiring on the date which shall precede the 1st (first) anniversary thereof, or any subsequent period of 1(one) year immediately preceding an anniversary of the date on which the Yatri Seva Agreement shall have commenced.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

<p>SIGNED, SEALED AND DELIVERED For and on behalf of THE RAILWAY ADMINISTRATION by:</p>	<p>THE COMMON SEAL OF [.....] has been affixed pursuant to the resolution passed by the Board of [.....] at its meeting held on the day of 20** hereunto affixed in the presence of, director, and director who has signed these presents in token thereof and, SP Secretary / Authorised Officer who has countersigned the same in token thereof[£]:</p>
<p>(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)</p>	<p>(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)</p>
<p>In the presence of: 1.</p>	<p>2.</p>

[£]To be affixed in accordance with the articles of association of the SP and the resolution passed by its Board of Directors.

Schedules

Schedule A- List of YSA Trains

Annexure 1: 06 pairs of Vande Bharat for pilot initiative and License Fee

SN	Train	Type of Train	From	To	Annual License Fee in Rs. lakhs	Period under YSA (in Years)	Cumulative License Fee in Rs. lakh for five Years
1	20607/08	Vande Bharat	Chennai	Mysuru			
2	20633/34	Vande Bharat	Kasaragod	Trivandrum			
3	20643/44	Vande Bharat	Chennai	Coimbatore			
4	20631/32	Vande Bharat	Kasaragod	Thiruvananthapuram			
5	20665/66	Vande Bharat	Chennai Egmore	Tirunelveli			
6	20677/78	Vande Bharat	Chennai	Vijayawada			
	Sum total of License Fee in Rs. lakh (in figures) (Exclusive of GST and all other applicable taxes)						
	Sum total of License Fee in Rs. lakh (in words) (Exclusive of GST and all other applicable taxes)						

Group 2 – - trains

SN	Train	Name	Type of Train	From	To	Period under YSA without F&B (in Years)	Annual license fee without F&B	Period under YSA with F&B (in Years)	Annual license fee with F&B	Total License Fee in Rs. lakh for five Years
						A	B	C	D	A*B+C*D
	Sum total of License Fee in Rs. lakh (in figures) (Exclusive of GST and all other applicable taxes)									
	Sum total of License Fee in Rs. lakh (in words) (Exclusive of GST and all other applicable taxes)									

Schedule B- Scope of Yatri Seva Anubandh(YSA)

1. Concierge services (optional for the passenger, on payment basis):
 - a. The SP shall have the exclusive right and obligation to provide concierge services on demand and on payment basis.
 - b. The SP must ensure availability of pick-up and drop facility at originating/destination stations of the trains for those passengers who opt for the service. At other stations, SP may provide services as per feasibility.
 - c. Pick up and drop facility to passengers may be offered from desired location to railway station and vice versa.
 - d. SP shall use the services of coolie/porters at stations, if opted by the passenger and shall make payment to the coolie/porter on best effort basis.
 - e. SP can avail the services of private cab aggregators or maintain his own fleet of cabs/autos/bikes. Such services should follow pay and park norms.
 - f. The SP shall be responsible for the validity of driving license, medical fitness of the vehicle driver involved for pick-up and drop facility.
 - g. The SP will be responsible for providing trained manpower for value-added services, including personalized boarding and de-boarding assistance facility, at originating/terminating/major halt stations as per passenger needs.
 - h. The concierge services can be offered as a comprehensive package or as separate components such as vehicle only, luggage transportation only, etc., as demanded by the passenger.
 - i. The SP must ensure that attendants deployed for personalized boarding and de-boarding assistance are courteous and well-trained to provide services to elderly, sick and Divyangjan passengers.
 - j. The details of the driver such as driver's license number, vehicle number, contact number etc., should be communicated to the passenger before the start of the service. The SP must ensure that the passenger is able to contact the designated driver.
 - k. SP can deploy optimum staff as considered necessary for the above purpose.
 - l. SP shall take the best possible route to the railway station, or as demanded by the passenger.
 - m. In case of deficiency in service resulting in any loss to the passenger, such as missing the train, or damage to his/her luggage, SP shall take prompt remedial action.
 - n. IR will not be liable in case of complaints or unusual occurrence during the operation of pick-up and drop facility. All consequences due to such occurrences shall be the responsibility of the SP.
 - o. The SP shall be solely responsible for the concierge service and in no way shall IR be a party to it for whatsoever reason.
 - p. The SP will adopt prevalent best practices in the market to ensure services are satisfactorily rendered to the passenger/customer.
 - q. The SP should clearly display, specify and intimate the terms and conditions of the concierge service in clear and unambiguous terms before the commercial transaction is completed.

2. **Housekeeping (free of charge):** The SP shall be responsible for housekeeping and waste management at no expenditure to IR as per the scope of work detailed in **Schedule C**.
- The SP shall ensure deployment of at least one person per coach exclusively for housekeeping in AC Coaches.
 - Training and qualifications for housekeeping personnel deployed by SP:

Aspect	Expected Standards
Minimum qualification	<p>At least one of the service personnel deployed by the SP exclusively for housekeeping:</p> <ul style="list-style-type: none"> Should be trained and certified under Pradhan Mantri Kaushal Vikas Yojana (PMKVY) or accredited institutions or All India Institute of Local Self Government, New Delhi (AIILSG) or any other govt. recognized training institute in cleaning/hospitality/housekeeping work. They shall in turn train their other Housekeeping personnel under them. Training Certificate of supervisors should be produced before commencement of commercial operations on the respective train.
Uniform for service personnel deployed by the SP	To be approved by PCCM/Nominated SAG officer of Southern Railway /SR. Uniforms, shoes, gloves, aprons, masks and caps must be provided in adequate quantity.
Training	<p>a) Soft skills training: Service personnel deployed must compulsorily undergo training in soft skills such as courteous and polite behaviour with all the passengers, IR staff, with co-workers etc.</p> <p>b) Cleaning: The SP has to provide comprehensive training to all the staff in the required cleaning, use of consumables etc. before the start of work.</p> <p>c) Minor electrical/ mechanical repairs: This training would be provided by IR to the service personnel nominated by the SP.</p> <p>d) Maintenance of bio-toilets: This training would be provided by IR to the service personnel nominated by SP for cleaning and proper maintenance of bio-toilets.</p> <p>The SP must ensure that service personnel deployed for housekeeping undergo training for proper maintenance of bio-toilets and are certified by the competent railway authority before the commencement of commercial operations on the respective train.</p>
Supply of consumables and safety gear	SP will ensure provision of adequate supply of consumables and safety gear like shoes, gloves etc.

3. **Infotainment services (on payment basis):**

- The SP shall have the exclusive right and obligation to provide onboard infotainment on demand on payment basis.
- The SP can provide Wi-Fi, internet and infotainment services.
- SP will be permitted to design, procure, install and maintain devices for the purpose, the layout and specifications of which shall be approved by the concerned Sr. DCM/Sr. DSTE in consultation with Sr. DME.
- SP can provide infotainment services on the personal devices of passengers or on SP's own tablets/screens.
- Safety and security of such devices will be the responsibility of the SP.

- f. SP will ensure protection of data of onboard passengers as per provisions contained in Schedule M.
- g. IR shall in no circumstances be responsible for deficiency of service or non-functioning of equipments.
- h. Post expiry of the contract, the SP shall remove all the equipment installed during the contract at his own cost, without damaging the coaches in any manner, failing which, appropriate damage charges shall be recovered by Sr. DCM.
- i. SP shall be solely responsible for ensuring that the provision of the aforementioned infotainment services is as per applicable laws rules and governing provisions.
- j. The SP must ensure that equipment used for provision of Wi-Fi and Internet does not endanger the safety of the train or its passengers.
- k. The SP should clearly display, specify and intimate the Terms and Conditions of the infotainment service in clear and unambiguous terms before the commercial transaction is completed.

4. Vending of travel essentials and miscellaneous items:

- a. SP shall have the exclusive right to sell travel essentials and miscellaneous items onboard except those prohibited under law or IR rules and regulations.
- b. The following items shall not be sold/carried/stored in the trains by the staff deployed by SP, namely – tobacco products, narcotic drugs and psychotropic substances, pornographic and obscene material, counterfeit and pirated goods, antiquities, banned wildlife 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.
- c. Sale is not permitted from 2200 hrs. till 0600 hrs. except in case of an emergency.
- d. Items should not be sold beyond MRP.
- e. No banned/prohibited/hazardous/unauthorized items shall be vended by the SP. The SP shall abide by all the applicable statutory provisions in this regard.
- f. The SP should clearly display, specify and intimate the terms and conditions of the vending service in clear and unambiguous terms before the commercial transaction is completed.
- g. IR shall in no way be held responsible/liable for any issue arising out of sale of the items to the passengers.

5. Food and beverage (F&B) services:

- a. The SP is exclusively permitted to provide prepaid meals on Vande Bharat trains as per extant instructions issued by IR and subsequent modifications thereof. The extant provisions for prepaid meals and rates of reimbursement are provided in Schedule L.
- b. The SP is required to supply water bottles and newspaper to the passengers in the morning/evening, as per the extant guidelines. For Vande Bharat trains, extant guidelines regarding free food to infants (for passengers who have opted prepaid facility) will be followed by SP.
- c. The SP shall be reimbursed for the provision of prepaid meals on Vande Bharat trains as per rates notified by IR from time to time. Reimbursement of the said charges shall be done by IR based on the certification by onboard IR personnel (Train Superintendent). Payment will be made to the SP within 15 days of production of certified bills through online mode.

- d. Additionally, the SP will be exclusively permitted to sell onboard 'a la carte items at market rates. However, the tariff for the same needs to be pre-published. Provision shall be kept for ordering food onboard through the Yatri Seva App. SP is also exclusively permitted to provide e-catering based delivery of food for passengers travelling onboard YSA trains.
- e. The SP shall make available sugar free meals/tea/coffee, etc., to the diabetic and other passengers on demand, Jain meals, etc., within the notified tariff for the service.
- f. The SP will mandatorily provide the F&B services as per CC No. 45 of 2019 read with instructions contained in CC No. 05 of 2019 along with related instructions issued from time to time:
- g. The SP may also inter-alia make provision for the following:
 - i. Combo meals
 - ii. Thali meals
 - iii. Regional cuisine etc.
 - iv. Jain/diabetic meals
 - v. Baby food items
 - vi. Branded packed food items (MRP) like chips, biscuits, juices, namkeen and other snack items
- h. Information on the option of availing 'a la carte F&B services being provided by the SP will be embedded in the Indian railway e-ticketing website for information of the passenger.
- i. Sale shall not be permitted from 2200 hrs. till 0600 hrs. except in case of an emergency.
- j. The SP shall ensure deployment of at least 02 persons / coach for F&B (in CC Class as per extant instructions; 03 persons / coach for 1st AC/EC classes) for the purpose of F&B and other vending services. The number of catering staff and onboard supervisors shall be as per the norms prescribed by IR.
- k. At least one of the service personnel deployed by the SP exclusively for F&B services must possess a Diploma/Graduation in Hospitality/Hotel Management/Catering from a Government recognized institute.
- l. Onboard YSA services supervisor/manager deployed by the SP must possess a graduate degree in any discipline from a Government recognized institute, and have a minimum experience of three years in the hospitality industry.
- m. SP must ensure that SP's staff does not overcharge for F&B items. The menu and rate for each service/good will be available on the App. IR reserves the right to modify/alter the F&B tariff and menus. The SP shall also display and provide (on demand by passenger) pre-published tariff card for 'a la carte and other F&B items.
- n. The SP shall be responsible for the quality of F&B supplied to passengers. In case of any complaints regarding quality of food the SP has to immediately take corrective measures. Any failure to address such complaints will lead to imposition of penalty. Further, in case, any passenger falls sick after consumption of F&B provided by the SP on train, the SP shall provide assistance and take full responsibility of the same. IR shall be kept indemnified against all such claims. IR shall be notified about the incident and a detailed report shall be submitted by SP on conclusion of the journey.
- o. Compliance of Food Adulteration Act and other statutory laws: The SP shall be responsible for compliance with applicable laws such as Prevention of Food Adulteration Act, 1954 or any other amendments thereto. The SP shall be responsible for compliance of Food Safety and Standards Act, 2006. The SP shall carry requisite statutory permissions to provide onboard F&B services. The SP shall ensure that all F&B items supplied to the passengers

shall be FPO/AGMARK approved.

- p. The SP shall not sell/distribute tobacco products, alcoholic drinks, or any other item prohibited by law on train. Further, the SP shall not use beef/pork in any form in any food item that may be served to the passengers on train.
- q. The SP must source F&B items only from kitchens having ISO 22000-2005 certification and provide adequate documentation in this regard. The Sr.DCM of the concerned Divisions shall inspect the base kitchens/source kitchens as furnished by the successful bidder before the SP commences commercial operations on the trains i.e. within 90 days from the date of issue of LoA (Letter of Award).
- r. Kitchen from which meal arrangement is made by the SP for the trains shall be ISO 22000-2005 certified and FSSAI compliant. The SP will be required to equip the said base kitchen /source kitchen with CCTV cameras within 30 days from the date of commencement of services by the SP. These CCTV cameras shall be linked to the YSA control room and may also be required to be linked to e-drishiti portal of IR for real-time supervision purpose. The meal packets supplied from these kitchens must be with QR code stickers. Arrangement for the QR code system must be made operational at the time of commencement of services. The cost of cameras along with the cost of installation of necessary infrastructure, software, internet etc. as well as recurring expenses shall be borne by the SP.
- s. Meals/food will be hygienically prepared, packed and transported from ISO certified base kitchens preferably set-up/tied up at or around the originating/terminating /en-route station(s). Transport of food at stations in wooden/ iron hand pulled carts /trolleys is strictly prohibited. The meals packed in casseroles biodegradable meal tray shall be supplied from designated base kitchens/ kitchen units. All other items necessary for service to all classes of passengers, as per the guidelines, shall be arranged by the SP viz., necessary service gears and equipment including disposables viz. service trays, paper napkins, tray mat, paper cup, thermo flask etc. for provision of onboard services of meals to passengers travelling in all classes of train.
- t. The quality of food, personal hygiene and good hygiene practices in base kitchens and pantry cars/mini pantries/coaches shall be followed by the SP as per good industry practices. All personnel should be aware of their food and personal hygiene responsibilities, and must have adequate training to maintain the highest standards of food and personal hygiene. It is necessary to maintain a high level of cleanliness within the food premises (where food is stored, prepared and processed) and to ensure that prepared and raw food is kept separate.
- u. The SP may supply food and beverage items through meal trolleys to all passengers travelling in air-conditioned chair car coaches. However, trolley design will have to be approved by the IR. The SP shall ensure that the F&B staff shall not keep any food article on the floor and not carry any food item in their pockets/card boxes/mineral water cartons, etc. and only standard containers should be used for these purposes.
- v. Green and red coloured service trays shall be used for service of veg and non-veg meals respectively. The SP shall use eco-friendly/biodegradable packaging materials, disposables and crockery/cutlery of good quality for providing F&B services and adhere to any specifications provided by Railways.
- w. IR reserves the right to get the food samples collected and tested at approved laboratories at the cost of the SP.
- x. In case of late running of train, diversion or any unforeseen circumstances, if the journey time is extended by more than two hours, tea/coffee, lunch/dinner or breakfast/evening tea, depending on the timings, shall be provided by the SP to the passengers who have opted for prepaid facility in the tickets, as per norms prescribed by IR. The additional meal services

shall be provided free of cost to the passengers. Charges for additional meal will be reimbursed as per the rates prescribed for late running breakfast/meals.

- y. In the case of any change in the originating and terminating stations of the train, changes in rake link, route etc., leading to increase / decrease in journey time of the train or increase / decrease of the frequency of train, the SP shall be obliged to sell food/meals to the passengers for the increased / decreased duration from the date of such revision in train schedule.
- z. **Pantry car:** In case of YSA trains having pantry cars, the SP shall be responsible for maintaining hygiene and ensure that there is no flame-based cooking. The SP shall follow all safety instructions issued by Railways from time to time and arrange his own equipment other than those provided in the train pantry (wherever available) for satisfactory provision of services.

6. Advertisement inside coaches:

- a. SP shall be permitted to advertise in interior of train coaches at locations specified by IR authorities which will not cover/infringe upon the displayed safety and passenger related instructions in coaches as per extant policy provisions. The illustrative spaces are contained in Schedule N.
- b. Service Provider should conduct a physical inspection of the Vande Bharat trains at his cost to ascertain and assess the actual advertising space available in the trains.
- c. Interior advertisements at designated spaces are subject to aesthetics and Railway's image. A Committee comprising the Sr DCM and Sr DME of the Division owning the Vande Bharat train shall approve the text/display and suggest modifications of interior advertisements (if needed) and its decision would be final.
- d. Interior advertisements at designated spaces are subject to aesthetics and IR's image. The SP should furnish a comprehensive plan for advertising in the train. A committee comprising the Sr. DCM and Sr. DME of Division owning the train shall approve the text/display and suggest modifications of interior advertisements (if needed) within seven (07) working days, and its decision would be final.
- e. The SP may be permitted to advertise inside coaches through LED screens subject to technical feasibility availability of space, power supply and passenger comfort and convenience. Electricity for powering the devices shall be provided by IR. The SP shall pay estimated monthly electricity consumption charges based on the average consumption of electricity (as per wattage of the equipment used) as estimated by IR.
- f. SP has to ensure that all the advertising material is such that no permanent marks/stains are left on the seat/panels.
- g. The SP should conduct a physical inspection of the trains at his cost to ascertain and assess the actual advertising space available in the trains.
- h. SP is allowed promotional rights for selling credit cards, holiday packages etc. onboard.
- i. **Advertisement displays:**
 - i. IR Administration reserves the right to disallow the SP from displaying any media not suitable/compatible with the working of IR, or which endangers train/passenger safety.
 - ii. IR Administration does not permit display of advertisements that are against the policy guidelines issued by Ministry of Railways or any govt. department.
 - iii. It has to be ensured by SP that the advertisements displayed are not indecent, objectionable and take aesthetics into consideration.
 - iv. The advertisements will be subject to the normal restrictions in respect of certain categories such as smoking, alcoholic drinks, having erotic background scenes/content, competitive advertisements from any road transport companies/airlines and from private

insurance companies offering policies against IR accidents, advertisement of tobacco product, surrogate advertisements etc. The advertisements should not have a communal bias or use the photos of leaders of a particular sect or religion or use the names/ photos of national leaders and martyrs for trade and business purpose.

- v. IR accepts no responsibility for any loss or damage of advertising materials belonging to the SP, no matter how so ever caused.
- vi. After expiry of the agreement, the SP shall, at his own cost, remove/dismantle any equipment/advertisement in/on train coaches installed/used during as part of the agreement.
- vii. The SP shall ensure that passenger convenience and comfort is not adversely affected due to display of advertisements in any medium.

7. Grievance redressal mechanism:

- a. SP shall promptly attend to complaints conveyed by IR regarding the services provided, contractual responsibilities and advertisement rights. SP's supervisor will be informed about complaints registered on Rail Madad App via alerts, which can be accessed in real time for immediate corrective action, or intimating the concerned authority.
- b. Whenever, any onboard service deficiency or lapse is brought to the attention of the SP (by staff/ passenger or IR authorities), he shall get it addressed immediately/during the course of the journey itself. The nature of incident, intervention carried out and the turnaround time taken to redress the deficiency/lapse thereof would be documented in the Rail Madad App.
- c. In case, the deficiency is technical in nature and requires post-embarkment intervention, the same would be done before the commencement of the next scheduled journey of the rake. Any qualitative service improvement pointed out to the SP by IR authorities has to be carried out as per the time limit stipulated by the DRM of the concerned Division in his written directive to the SP.

Schedule C- Detailed scope of work for Housekeeping

1. The broad set of activities defined under the scope of are as below:

- **Cleaning and disinfection of areas.**
- **Collection and proper disposal of garbage from entire train, maintenance of trash-cans.**
- **Operating lost and found in the train.**

Before each journey, SP's staff shall examine mechanical fittings such as windows, doorways, berths etc and plumbing including taps, water supply, latches on toilet doors and garbage bins. If any deficiency is noticed, the same shall be brought to the attention of commercial control of the concerned IR Division for attending at the next major station. Wherever feasible, the SP will resolve minor faults like a jammed door, latch/ loose nut/leaking tap etc. with the aid of a simple tool kit. Watering of trains shall remain the responsibility of IR.

2. Cleaning and Disinfection

Cleaning and disinfection must cover:

- a) Entire train including all reserved AC Chair Car, EngineRoom, Cargo Coach, Guard Room on the train.
- b) Within each coach the scope of services for cleaning will involve:
 - Wet / Dry cleaning of coach toilets and their fittings including washbasins, mirrors, pans etc, mopping & spraying of disinfectant.
 - Sweeping/brushing of the passenger compartments, aisle area, cleaning and mopping of doorways, gangways and cleaning of vestibule portion. Cleaning and mopping of washbasins and mirrors in doorways. Sweeping should be shoved into collector in each compartment so as not to discomfort passengers.
 - Spraying mosquito repellent in all coaches only in toilets and vestibule area. It should be done prior to spraying of deodorant.
 - Spraying air freshener in the AC coaches after cleaning work or as and when demanded by passenger. This shall be done where auto dispensers are not available.
 - Maintaining liaison with IR ground staff for ensuring watering of trains at nominated en-route stations.
 - Wiping of platform side window glasses of all the AC coaches at those stations where stoppage is 10 minutes or more and the station is not nominated as a 'Clean Train Station' for the particular train.
 - Emergency en-route attention to bio-toilets as advised by IR.
 - Toilets and washbasins to be cleaned at least twice each between 05.00 hrs.– 10.00 hrs. and 18.00 hrs. – 22.00 hrs and at least once between 13.00 hrs. - 15.00 hrs and as necessary, as well as whenever required on demand at all hours. These are indicative timings, which may be modified by IR to suit specific train timings and other local conditions. Doorways, gangways and vestibules should also be cleaned frequently.

3. Collection and disposal of garbage including maintenance of trash-cans

- a) The SP will also be responsible for collection of garbage through the train as well as maintenance of trash-cans, dustbins and other disposal areas through the train, including cleaning, minor repair and upkeep. The frequency for cleaning of trash cans must be at least thrice per garbage bin every 24 hours. Furthermore, cleaning shall be carried out in case the trashcan is found to be more than half-full at any time during the day. This will be over and above the periodic cleaning of the garbage bin to be undertaken by the SP i.e. thrice per garbage bin every 24 hours.
- b) The SP must make provision for the disposal of sanitary napkins/diapers in each toilet in every coach throughout the train. The SP must also ensure publicity of the provision of the same by ensuring posting of notices in each toilet of all coaches in the train with clear instructions on how to dispose sanitary napkins/diapers printed in both English and the appropriate vernacular language.
- c) The garbage / litter shall be collected from the coaches in polybags/eco-friendly bags. These bags shall be sealed with a rubber band/ cable tie to avoid spilling of garbage and shall be handed over to IR representatives at nominated en-route stations for each train for further disposal. SP shall ascertain prior to commencement of journey details of such IR representatives at the nominated stations and carry the list of nominated garbage disposal points issued by IR (by concerned CDO/Sr. DME) for the specific train(s).
- d) Damaged trash-cans should be reported to IR Administration for appropriate replacement.

4. Operating Lost and Found in the train

The SP will be responsible for collection of lost items in the train and submitting them to the competent authority assigned by IR at the originating station of the train. The SP must also maintain a Lost and Found register, wherein all items found must be entered (the register must be maintained and updated at all times and shared with the IR authority whenever requested). Under no circumstances is the SP to retain any of the items found on the train premises beyond the completion of the train journey and must hand them over to the assigned competent authority at the originating station, at the first instance after the completion of the journey. In case of any instance where it is found that the SP has contravened this provision, a penalty will be imposed on her/him as decided by the appropriate IR authority, which will be considered final.

5. Providing toiletries in coaches

- SP shall ensure proper and adequate supply of liquid soap, tissue paper roll, and deodorant/room air freshener for replenishment onboard.
- After the work of cleanliness is completed, all AC coaches are to be sprayed with suitable room freshener as per requirement. Failure to supply/replenish required quantities of liquid soap, tissue paper roll, deodorant/room freshener, etc. shall invite penalty as per provisions.
- The following cleaning agents shall be required for providing Housekeeping services and the SP shall use only chemicals approved by IR.
 - a. Cleaning compound for PVC floor, rexine and wall panels.
 - b. Cleaning agent for commode pan & wall protector.
 - c. Disinfectant fluid.
 - d. Mirror/window glass cleaner.
 - e. Deodorant sticks in lavatories.

- f. Liquid soap for hand wash.
- g. Air freshener (for coaches where automatic odour control systems have not been installed).
- h. Mosquito repellent.
- i. Toilet paper roll in western style toilets.

6. Pest and rodent control onboard

SP shall take all necessary steps to ensure the coaches are free of pests and rodents throughout the journey by means of glue boards, traps and other rat repellent devices.

7. Information to passengers on contact details of SP

- A notice shall be displayed at a specified location in each coach indicating mobile number of the Yatri Seva Supervisor of the SP. This number must be reachable at all times during the course of the journey.
- A suggested format for sticker to be pasted at specified location is given below:

<p>NAMASTE WELCOME</p> <p>Passenger services on this train are provided by:</p> <p>.....</p> <p>In case of any complaint/ feedback, please contact</p> <p>Shri -----, your Yatri Seva Supervisor</p> <p>on mobile no: .</p> <p>Or log on to Rail Madad App, website or send SMS/call on 139 (Integrated IR Helpline)</p> <p>Your feedback will help us better our services and improve your travel experience</p>		<div style="border: 1px solid black; padding: 5px; margin: 5px;"> QR code YSA App </div>	<div style="border: 1px solid black; padding: 5px; margin: 5px;"> QR code Rail Madad App </div>
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Schedule D-Special Conditions of the YSA Contract

1. Special Conditions:

- a. Except where specifically stated otherwise in the tender documents, this tender/contract shall be governed by the “General Conditions of Contract for Services - IR” with latest amendment as available on IR website: www.indianrailways.gov.in.
- b. The special conditions laid down herein are an integral part of the contract conditions. In case of any conflict between the special conditions and the general conditions of contract, the former shall prevail.
- c. The SP shall nominate/appoint one duly authorized and professionally trained Supervisor (Yatri Seva Supervisor) who shall be available onboard throughout the course of the journey including at originating and terminating stations. The contact details of the said Supervisor shall be shared with the commercial control of the concerned Divisions for intervention during any need/emergency. The onboard YSA Supervisor deployed by the SP must possess a graduate degree in any discipline from a government recognized institute and have a minimum three years of experience in hospitality industry.
- d. Duty list of staff, including housekeeping shall be displayed in all coaches by the SP. The duty list with the mobile number of the Supervisor shall be prominently displayed at the specified locations.
- e. The SP will depute only his own employees on roll. The SP shall submit the bio-data (name, father’s name, address, age, passport size photo, Aadhar card copy and employee no., bank account no. etc.) of his employees duly attested by the SP to the concerned authority, certificate of medical examination (medically examined by a Govt. medical practitioner having minimum MBBS degree), antecedent verification particulars before commencement of commercial operations on the YSA trains. The SP will update the personal particulars of the staff/service personnel deployed on the Yatri Seva App’s SP module.
- f. The service personnel deployed by the SP should have police verification report dated not earlier than a month from the date of screening, issued from the police station/district of their permanent residence and from the police station/district where he resides/resided during the last 5 years.
- g. The SP shall not permit anyone except its bona fide staff and ensure that the staff shall not indulge in any unauthorized trade or carry any unauthorized article onboard. The SP shall be responsible for ensuring that there is no sale or carriage of items prohibited by law or IR rules (such as liquor, tobacco products, etc.) on the train. The SP’s staff shall in no circumstances carry any dangerous / inflammable material or explosion such as kerosene, stove, cooling gas, petrol, explosives; any illegal / unauthorized dak / parcel / goods / courier /alcohol / contraband, etc., or use any hazardous article which may cause inconvenience to the travelling passengers.
- h. The SP shall have to provide uniforms with separate colour schemes for staff involved in housekeeping and F&B services. The SP shall ensure that only the staff in uniforms as approved by IR Administration shall be allowed for duty. The workers shall be supplied with sufficient sets of clean uniforms by the SP at his own cost so that they wear them at all time and keep them clean.
- i. The SP shall maintain a suggestion/complaint book and keep it at a conspicuous place

where the passengers can register their suggestions/complaints without any difficulty. This suggestion /complaint book shall be serially numbered and pre-authenticated by the Railway.

- j. Seats may be earmarked for the staff of the SP on payment basis.
- k. The SP shall be fully responsible for the welfare of his employees. The SP shall provide first aid box to the staff deployed on the train for rendering first aid and shall provide training from agencies authorized for the purpose. The SP shall ensure that requisite certificates in this regard should be available with the Supervisor. The first aid box shall, inter-alia, contain: first aid leaflet, sterilized dressings, sterilized cotton wool, ointment for burns, anti-septic, iodine bottle, pair of scissors and aspirin tablets.
- l. The SP must ensure that all onboard staff deployed should be trained in the use of fire-fighting equipment. Certificates to this effect must be provided to IR. The SP shall provide two 4 kg capacity halon type fire extinguishers (in addition to the fire extinguishers provided by the IR administration). Upkeep and maintenance of the fire extinguishers shall be the responsibility of the SP.
- m. The service personnel deployed by the SP for all YSA related services shall possess identity card with endorsement of IR administration, medical fitness certificate to be issued by registered medical officer, and police verification certificate.
- n. SP must ensure that staff/service personnel deployed by SPs should maintain good conduct, etiquette, personal hygiene, politeness and courtesy and are trained in soft skills. The staff/service personnel deployed by the SP should wear proper uniforms, badges displaying their names, carry photo identity cards and display at all times. Certificate regarding medical fitness, police verification of the onboard service deployed by the SP should be available with the Yatri Seva Supervisor and should be produced on demand to the IR authority. The SP will update the personal particulars of the staff/service personnel deployed on the Yatri Seva App's SP module. In the event of loss of travelling authority, the SP shall immediately report such loss to the nearest Station Master and to the IR Administration.
- o. No IR facilities such as pass, concessional ticket, and consideration for employment in IR, etc., will be available to SP's employees. The SP must submit an affidavit duly affirmed before a First Class Magistrate that the service providing agency has obtained the undertaking of all its deployed men for execution of this agreement so that he/she will not claim any engagement/job/appointment of any type in IR during or after the completion/termination of the agreement.
- p. SP shall be solely responsible for following the laws of the land in relation to the scope of the agreement. SP shall be entirely responsible for the deficiency/defects with regard to the products and services offered and activities carried out through this agreement and the IR Administration will not be liable in this regard. The SP shall indemnify IR against fine, punitive or other charges, costs, damages, compensation etc., imposed on IR by any authority due to contravention of any law/statute etc., of the State or Central Government or local bodies during the course of the agreement due to any reason.
- q. Tax compliant invoice shall be given to all customers and all financial rules and regulations applicable shall be abided by. The SP must ensure that staff/service personnel deployed by SPs are familiar with online/digital payment system and provide e-bills/receipts of payment to passengers.

- r. The SP shall ensure that plastic usage and collection/disposal of waste is as per extant statutory guidelines, government acts, rules and instructions issued by IR from time to time.
- s. The SP shall obtain necessary certificates/permissions required by law from any authority (state and local) for operation of all the activities of scope of work and other contractual obligations. The SP shall give due notice to municipality, police and/or other authorities that may be required under the law/rules under force and obtain all requisites licenses for temporary obstructions/enclosures and pay all charges which may be leviable on account of his execution of the work under the agreement. Nothing extra shall be paid on this account.
- t. The SP shall be liable to be penalized for any undesirable activities, endangering the image of IR. The SP's personnel deployed onboard or for any other YSA related activities shall not consume or carry any alcoholic drinks or narcotic drugs or indulge in undesirable or unlawful activities/criminal acts/ misuse of premises, theft etc. In case of complaint, legal action shall be initiated against the staff/SP and the contract will be liable to be terminated. In this regard decision of tender accepting authority will be final.
- u. The cost of damage to IR property if incurred due to act of omission /commission by SP or its employee during the execution of work will be borne by the SP.
- v. The SP shall be liable for the safety of his workmen during the course of contract. The SP shall not be entitled to any claim against IR for any damage, loss etc. that the SP or his employee may sustain on any account. It is made clear that no claim/ compensation would be entertained for any type of accident/incident involving his labor. Any compensation however as required under law would be payable by the SP.
- w. IR reserves the right to change the time table, frequency, halts and stoppages, routes, rake link, originating and/or terminating stations of the train/s. In the event of any such change, the SP shall maintain the same quality and hygiene standards for preparation, supply and service of food/meals to passengers as it were prior to such change. Further, in case of late running of train SP shall make adequate arrangements to meet passenger needs.
- x. The SP accepts liability, civil and criminal for compensation/damages in accordance with provision of Consumer Protection Act or any statutory modification of the Act or any other law for the time being in force for action occasioned by negligence, deficiency of service, imperfect or improper performance by the SP or personnel deployed/engaged by him. The SP shall indemnify IR from and against all payments made under the provision of any Act or law including all costs.
- y. The SP shall not permit anyone except its bona fide staff and ensure that the staff shall not indulge in any unauthorized trade or carry any unauthorized article on-board. If sale/possession/carriage of unauthorized items is detected in contravention to approved items, IR may seize such items and the unauthorized seized items shall be disposed off as per policy of the Railway in addition to any penalty to be imposed for such contravention.
- z. The SP shall obtain necessary certificates/permissions required by law such as FSSAI/ISO certification, or as required as per the local regulations from the competent authorities. In case of any offense or failure to obtain the necessary certificates/permissions, the SP will be solely responsible for its penalty and consequences.

2. Legal Obligations

The SP shall be responsible for carrying out all legal obligations as may be required by the law. Such legal obligations shall, inter-alia, include:

- a) Contract Labor (Regulation and Abolition) Act, 1970
- b) Minimum Wages Act, 1948
- c) Payment of Wages Act, 1936
- d) The Workman's Compensation Act, 1923
- e) Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952
- f) Employees' State Insurance Act, 1948
- g) Employees' Pension Scheme, 1995
- h) Factories Act, 1948
- i) Enforcement of Employment of Manual Scavengers and construction of Dry Latrines (Prohibitions) Act, 1993
- j) Child Labor Act, 1986
- k) Apprentices Act, 1961
- l) Equal Remuneration Act, 1976
- m) Safai Karamcharis Act, 1993
- n) Industrial Disputes Act, 1947
- o) Maternity Benefit Act, 1961
- p) Trade Unions Act, 1926
- q) Payment of Bonus Act, 1965
- r) Payment of Gratuity Act, 1972
- s) Industrial Employment (Standing Orders) Act, 1946
- t) Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.
- u) Labor data updation on IR's Shramik Kalyan Portal by SP. (Accessible on website: <https://shramikkalyan.indianrailways.gov.in/> for further details). SP has to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of provisions in IR's latest General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. SP shall register his firm/company etc. and upload requisite details of labor and their payment in this portal. These details shall be available in public domain.

3. Labor law provisions:

- a) The SP shall be solely responsible for statutory compliance and meeting all legal obligations as may be required by the law. However, if for any reason IR is held liable for any errors of omission or commission by the SP, the SP shall indemnify IR accordingly.
- b) The status of the SP shall be that of an independent SP /contractor. The SP, its employees, agents and any sub-contractor performing under this contract are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this contract. Neither the SP nor its employees shall be considered employees of IR or the Govt. of India/ State simply by virtue of work performed pursuant to this Contract.
- c) To ensure compliance of labor laws in a service contract the bidder shall be disqualified for consideration of award of the bid if has been levied with a penalty for violation of labor

laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labor Commissioner etc. A declaration to this effect shall be furnished by the bidder as a part of his bid document. In case this declaration is found to be false, process for 'banning of business' against the bidder/SP shall be initiated as per extant rules.

- d) IR may also undertake measures, as decided by competent authority, to ensure labor welfare for contract workers, as deemed fit, such as:
 - i. Helpline for complaints from labor regarding payment of wages, work site facilities, sexual harassment etc. Provision for recording anonymous complaints from workers, citizens etc. regarding violation of labor laws by SP.
 - ii. IR shall ensure that the SP shall pay the wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through bank transfer. The SP will be required to submit every month, documentary evidence in the form of Bank Statement of having transferred the gross minimum wages to each of the workers. Failure to do so will entail IR taking up any measure to ensure the payment of wages including, but not limited to, withholding SP 's on-account bills.

Schedule E- Handover Schedule

YSA Pilot Group of Trains: Handover Schedule (to be filled by Division)*

SN	Train	Service-wise handover date for the YSA services permitted on the trains			
		Food and beverage services	Housekeeping services	Value added services	Advertising rights
1	20607/08				
2	20633/34				
3	20643/44				
4	20631/32				
5	20665/66				
6	20677/78				

Schedule F- Yatri Seva App Governing provisions

1. Nature of transaction on Yatri Seva App and roles of IR and SP:

- The transaction between the customer and the SP is a direct commercial transaction between the respective customer and the SP. The SP would be solely liable for the products and services provided through the Yatri Seva App.
- The role of IR is restricted to acting as the digital interface between the SP and the customer availing products and services.
- Data generated through the App will be the property of IR.

2. Disclaimer and indemnification of IR:

- The prospective customer desirous of availing the value-added services provided/advertised by the SP would be advised that the product/ service would be delivered by the SP directly to the customer.
- A clear and bold disclaimer and tick-box would be filled in by the customer in the Yatri Seva App before the transaction is completed by the customer or directed to the SP/third party's App or website.
- A notice to the effect that “customers are purchasing products and services at their sole discretion and no claims can be made by the customers against IR for any product/service related defect/deficiency” shall appear before the customer is digitally led to the platform of SP.
- IR will be kept fully indemnified against any claims arising whatsoever in any forums/platforms (including consumer forums/judicial/quasi-judicial forums) in terms of payment failure, transaction failure or delay in crediting refund by the bank/payment gateway.
- Clear timelines for crediting of payment in case of exceptional occurrences like payment failure/deduction of excess payment to customer's account would be mentioned in the App at the time of transaction.

3. Adoption of good practices; ethical and responsible advertising by SP:

- The SP shall follow good and best business practices to ensure customer satisfaction with respect to the products and services provided through the Yatri Seva App.
- The SP shall adopt ethical practices and abide by all statutory obligations and governing provisions related to the product/service being provided through the Yatri Seva App.
- The SP would be conscious of the public service ethos at all times and not do anything which shall bring any disrepute or adversely impact the image of IR.
- The SP should protect the data being shared by the customers/passengers.

4. Refunds to customers availing services rendered by the SP through Yatri Seva App (pertaining to concierge, infotainment and vending of travel essentials):

- The SP should clearly display, specify and intimate the terms and conditions of the respective service pertaining to concierge, vending of travel essentials and infotainment in clear and unambiguous terms before the commercial transaction is completed through the App/or onboard.
- Terms of refund and return policy (as applicable and agreed between the customer and the SP) should be clearly intimated before the commercial transaction is completed through

the App/or onboard in the tax invoice given to the customer including clear details on product's guarantee or warranty, and include:

- Whether or not a product can be returned or replaced
 - Conditions that consumers must meet in order to be able to obtain a refund or replacement
 - The time frame in which the consumer must make a request for it or an exchange of the commodity, and
 - A catalogue of all products that are not eligible for return or exchange.
- SP shall maintain adequate refund corpus with the respective banks to credit due refunds into the respective customer's account and IR shall be at no time be held responsible for any delay in crediting refunds. However, documented cases of service failure, when brought to the attention of IR by the aggrieved customer, shall be inquired and penalty levied as per the penalty regime.
- 5. Maintenance of proper MIS reports by SP:** The SP would maintain a digital database of all transactions, services rendered, refunds, complaints, incident reports, inspection reports by IR officers, penalty levied and submit the same in the template specified by IR.
- 6. Terms of Payment:**
- Customers shall make payment for the F&B services at the time of booking of meal on the Yatri Seva App by entering the details of their debit/credit card/net banking/e-wallet on online booking form, provided that such debit/credit card/net banking/e-wallet is listed as acceptable by the SP on the booking form instructions.
 - In case of onboard purchases, customer can make payment at the time of delivery on payment on delivery (PoD) basis.
- 7. Customer's Obligations:**
- The customer shall be a bonafide IR passenger having a valid IR ticket with PNR. SP shall not be responsible for any incorrect information provided by the customer.
 - The customer must carry the railway ticket at the time of delivery of pre-ordered meal at the seat/berth on the stationary train. SP shall not be liable for the delivery of pre-ordered meal in case the passenger is not carrying the valid IR ticket and not giving correct and identical delivery code at the time of delivery, as provided to the passenger at the time of booking of the meal.
 - Customers must be present on the seat/berth as confirmed against the PNR on the selected train. SP shall not be liable for non-delivery of the pre-ordered meal in case passenger is not available at the seat/berth as confirmed against PNR.
- 8. Earlier than scheduled de-boarding/no show/non-boarding:**
- In case of earlier than scheduled de-boarding by passenger by detraining at any station prior to the selected station on train route, SP shall not be liable to deliver the pre-ordered meal at any other station or in any other train other than the one selected by the passenger.
 - Customers 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, customer is not present/seated on the seat/berth as confirmed against the PNR for the selected train,

the customer shall be considered to be no show. In such cases the SP shall not be liable for non delivery of the pre-ordered meal during the stationary period of the train at the selected railway station as location of the customer cannot be determined. In such cases refund shall not be permissible.

- In case the passenger has neither cancelled nor boarded the train, the SP shall not be liable for non-delivery.
- The SP shall not be responsible for any delay in arrival/departure of the running train.
- All disputes are subject to the exclusive jurisdiction of the Chennai Courts.

9. Cancellation/Revision Policy:

- Prior to 12 hours of scheduled journey, booking of meal can be cancelled as per cancellation rules.
- Any amendment is subject to cancellation of previous booking.
- Revision in booking of catering service may be allowed subject to the condition that the customer cancels the previous booking of meal.

10. Refund Policy:

- If amount gets debited from the customer's account and orders are not confirmed due to technical reasons (payment gateway issues/ network connectivity/transaction failure, etc.), then the SP will refund the entire amount, i.e., booking amount plus payment gateway charges, as credit to the original payment mode used for the transaction.
- If SP is not able to fulfill orders for any reason (on his account), then the SP will refund the entire amount i.e. booking amount plus payment gateway charges as credit to the original payment mode used for the transaction.
- There needs to be a clear disclaimer and information to the customer on the multiplicity of organizations involved in processing of online transactions, downtime in internet infrastructure, internet glitches and time lag on account of working days/holidays of financial institutions.
- In case train is cancelled by IR due to accidents, breaches or floods, bandh or rail roko agitation, etc., full refund of the entire amount will be granted provided the customer cancels the order. On line cancellation of such cases can be done up to 72 hrs after the scheduled delivery time. However there shall be no auto refund, and the passenger shall have to make claim for refund in such cases.
- In case a train is running late, and reaches the meal delivery station beyond the service time, i.e. after 2200 hrs., the delivery of meal is not guaranteed by SP. In such cases, if food is not delivered, full refund shall be made.
- It is clarified that, by placing an order(s) through catering services, a customer unconditionally and fully accepts all above terms and conditions of catering services.

Schedule G-Refund Rules (applicable only for F&B services)

Booking and Refund Regime

Category	Booking Window	Mode of Booking	Mode of cancellation	Refunds
F&B prepaid meals as per extant instructions	At the time of ticket booking	Indian Railway website/PRS	Indian Railway website/PRS	As per extant instructions of IR for ticket cancellation
F&B prepaid 'a la carte meals	At the time of ticket booking	YSA App	YSA App	As per YSA refund rules

Category	Booking Window	Booking Profile	Mode of Booking	Mode of Cancellation	Refunds on cancellation
F &B 'a la carte meals as per pre-approved tariff and menu	On the ticket getting confirmed Till One (01) hour before the end of scheduled journey as per PNR details given by customer	Only passengers holding tickets which are confirmed or RAC or partially confirmed can book on the Yatri Seva App	Booking through Yatri Seva App	Yatri Seva App	<div>Full refund except payment gateway charges for cancellation up to 12 hours before the commencement of scheduled journey</div> <div>No refund for cancellation done within 12 hours before the commencement of scheduled journey.</div>

Category	Booking Window	Booking Profile	Mode of Booking	Mode of Cancellation	Refunds on Cancellation
F &B `a la carte meals booked onboard by the passenger after the journey commences	Journey commencement to 01 hour before the scheduled arrival at the destination subject to availability of F&B as displayed on the App (scheduled destination point as per PNR details given by the customer)	Only passengers holding tickets which are confirmed or RAC or partially confirmed can book	Booking through Yatri Seva App	No cancellation	No refund once the scheduled journey commences

Schedule H-Safety precautions

Fire safety protocol for service personnel deployed by SP

F&B staff

- i. In case of fire in pantry car
 - a. Immediately pull chain to stop the train.
 - b. Inform TTEs etc of the fire incident and seek assistance.
 - c. Immediately switch off all electrical appliances and isolate them electrically.
 - d. Close all cooking gas appliances in the pantry and remove the gas cylinders into the open away from fire.
 - e. Protect the inflammable material available at pantry car.
 - f. Extinguish fire by using fire extinguishers available at pantry.
- ii. In all other cases of fire, follow the instructions laid down above for instant action team.
- iii. Provide necessary assistance to TTEs and other staff in extinguishing the fire and extricating the trapped passengers.
- iv. Cooking in pantry should not be done unless specifically permitted.
- v. Storage of gas cylinders in pantry cars should not be done.

Housekeeping staff

- i. Open the doors of both sides of coaches.
- ii. Open Emergency Windows for evacuation of the passengers.
- iii. Evacuate the passengers to the adjacent coaches which are away from the fire through the vestibules; if the fire is not extinguished. After complete evacuation, close the rolling shutters of coaches on fire to contain the spread of fire.
- iv. Help the train crew in physically isolating/separating the affected coaches from the remaining train.
- v. Follow the instructions laid down above for instant action team.
- vi. Provide necessary assistance to TTEs and other staff in extinguishing the fire and extricating the trapped passengers.

In the event of Fire caused by Petrol or any other Inflammable Liquids, Acids, Gases, Explosives, Dangerous Goods etc.

- i. Segregate the affected wagon, coach or area involved.
- ii. On opening a coach/wagon do not enter it immediately so as to escape fumes, which may be dangerous. Allow the fumes to let away from the affected area.
- iii. In case of fire due to LPG tank wagon, close the valves to isolate LPG feed or by other suitable controls.
- iv. If you smell gas or vapour, hold a wet cloth loosely over your nose and mouth and breathe through it in as normal as possible.
- v. Use DCP/Foam type fire extinguishers and sand to extinguish gas or oil fire.
- vi. Do not use water or soda acid type fire extinguishers.
- vii. Do not bring burning object near the site of fire.
- viii. Warn the people living in the surrounding area.
- ix. Stay away from ends of tanks, as tanks normally burst from the ends.
- x. Cool tanks that are exposed to flames with water from the sides only after the fire is put out.

- xi. Withdraw immediately in case of rising sound from venting safety device or any discoloration of tank due to fire.
- xii. Inform the nearest Railway or Civil Fire Stations intimating that the fire has been caused by petrol or any other inflammable liquids, acids or gases.
- xiii. In case of fire from cylinders, following steps shall be taken if no undue risk is involved:
 - a. Move unheated cylinders to a safe place after ensuring closing of valves.
 - b. Cool the hot cylinders by spraying water from a safe position. The person directing the spray should take up a position where he would be protected from possible explosion.
 - c. If the cylinder containing inflammable/toxic gas which develops leak during transport, remove it to an isolated open place away from any source of ignition and advise the filler or consignor as required.
 - d. Inform the Chief Controller of Explosives by fax/ telephone.
 - e. Inform Officer in charge of nearest police station.

Schedule I- Penalty Regime

Category 1 (Major): Core Services (F&B/Housekeeping)

Complaint Media: YSA App, Rail Madad App, Audit reports, and IR Inspections

Service Lapse	Expected Remedial Period and Process	Quantum of Penalty (in case of service failure)	Ceiling
<ul style="list-style-type: none"> • Serious lapse on cleanliness, hygiene and quality • Service failure causing inconvenience (non-provision of services) • Overcharging • Staff behavior • Non-compliance with agreement provisions 	Resolve complaints / grievance during the course of the journey and update the same on Rail Madad App	<ul style="list-style-type: none"> • Warning for unresolved onboard complaints • Rs. 5,000/- levied by Sr. DCM in each substantiated case (factoring the recommendations of other Divisions/Zones, if any) for serious deficiencies after incident analysis and explanation given by the SP 	<ul style="list-style-type: none"> • Train-wise cumulative penalty in a month cannot exceed Rs 50, 000/- • Appeal against penalty levied by Sr. DCM lies with DRM

Category 2 (Minor): Value-added Services (Concierge/Infotainment/Vending of Travel Essentials and Miscellaneous Items)

Complaint Media: YSA App, Rail Madad App, Audit reports, and IR Inspections

Service Lapse	Expected Remedial Period and Process	Quantum of Penalty (in case of service failure)	Ceiling
<ul style="list-style-type: none"> • Quality • Service failure causing inconvenience • Non-provision of service • Overcharging • Staff behavior • Documentation • Excess of staff • Non-compliance with agreement provisions 	Three working days after disembarkment	<ul style="list-style-type: none"> • Warning for unresolved onboard complaints • Rs. 5,000/- levied by Sr. DCM in each substantiated case (factoring the recommendations of other Divisions/Zones, if any) for serious deficiencies after incident analysis and explanation given by the SP 	<p>Train-wise cumulative penalty in a month cannot exceed Rs 50, 000/-</p> <p>Appeal against penalty levied by Sr. DCM lies with DRM</p>

Category 3: Overall Performance Index

Complaint Media and Weightage: [70% for YSA App + Rail Madad App], 20% for Audit reports, and 10% for IR Inspections

Category	Service Lapse	Remedial Period/Cycle	Minimum Quantum of Penalty	KPI Score-wise Penalty Ceiling	
				Threshold score in absolute terms	Corresponding penalty ceiling in Rs
Overall Performance Index (from all sources)	Quarterly feedback below 2 (All services included)	Intervene and furnish proof of service improvements within 7 days of next quarter	Rs. 30,000/- Levied by DRM Chennai after considering quarterly KPI analysis and explanation given by the SP	1.5 to less than 2	Rs. 50, 000/
				1 to less than 1.5	Rs. 1,00,000/-
				Less than 1	Rs. 1,50,000/-
Passenger Feedback (70% weightage)					
Audit (20% weightage)					
IR Inspections (10% weightage)					

- Advance notice/prior intimation to be given to passengers through SMS alerts/e-mail by the SP in case of inevitable/unavoidable delay/ temporary suspension/non-serviced route or cancellation of pre-booked service (from SP's side) to avoid any service- related inconvenience to passengers.
- Penalty shall be levied only for violation of agreement provisions.
- The penalty shall be payable within fifteen (15) days. In case of non-payment of the penalty within the stipulated period, the SP is liable for termination.

Schedule J- Key Performance Indicators (KPIs)

Performance review through KPIs + Rail Madad + Inspection + Audit

The SP shall make sincere efforts as per good industry practice for obtaining detailed passenger feedback (for individual service) and quick passenger feedback (comprising all services) as per the formats indicated in this Schedule. Service-wise key performance indicators (KPIs) are tabulated below:

Service-wise KPIs for different Yatri Seva	
Rating: 3 – Excellent ; 2 – Satisfactory; 1 – Needs improvement	
Food and Beverage	Housekeeping
Courteousness of staff	Cleanliness, disinfection and hygiene inside toilets
Cleanliness and hygiene	Cleanliness and hygiene in other areas such as doorways, gangways, vestibules, corridors and in passenger compartments
Overall quality, taste and freshness of food	Quality of the toiletries such as toilet paper, air freshener/deodorant
Packaging in proper trays, containers and provision of adequate cutlery	Courteousness, appearance and behavior of staff
Timeliness of service (for breakfast, lunch, dinner and snacks/tea)	
Service-wise weightage for Yatri Seva services in Average Quarterly Feedback	
0.50	0.50
Note: If feedback for any of the above service(s) (i.e., F&B, and housekeeping) is not available for whatever reason, then the corresponding weight(s) shall be distributed amongst the other service(s) on pro-rata basis.	

- a. The Average Quarterly Feedback (AQF) obtained online, the feedback obtained on the YSA App, the Rail Madad App, third party Audit and inspection by IR officials shall be the primary basis for reviewing the performance of the YSA SP. Quarterly assessment of performance on YSA trains shall be based on weighted averages:
 - a. Passenger feedback on the YSA App and the Rail Madad App [70%]
 - b. Audits by third parties [20%] and
 - c. IR inspections [10%]

***Note:** Third party agency for carrying out audit shall be hired by IR. In case monitoring by any particular methodology is not carried out in a quarter, weightage of such methodology would be distributed amongst the remaining methodologies. By way of illustration: If in a particular quarter IR fails to conduct the Audit through a third party agency, it's 20% weight age will be distributed between passenger feedback and IR inspection (15% will be added to passenger feedback and 5% to IR inspection).

Schedule K-Passenger Feedback and Average Quarterly Rating

The feedback as per formats indicated below should be taken from the passengers through the YSA App on their devices or on a device maintained by the SP (as an additional option). The data shall be the property of IR. Passengers shall respond with relevant rating.

(Food and Beverage)

SN	Item / Service	Response	Average Score (Sum total of ratings/No. of passengers) = X
Please respond with a rating for the below mentioned items [3 – excellent; 2 – satisfactory; and 1 – needs improvement]			
1)	Courteousness of staff		
2)	Cleanliness and hygiene		
3)	Overall quality, taste and freshness of food		
4)	Packaging in proper trays, containers and provision of adequate cutlery		
5)	Timeliness of service (for breakfast, lunch, dinner and snacks/tea)		
6)	Average Score = Sum total of X/No. of items (05)		

Housekeeping

SN	Item / Service	Response	Average Score (Sum total of ratings/No. of passengers) = X
Please respond with a rating for the below mentioned items [3 – excellent; 2 – satisfactory; and 1 – needs improvement]			
1)	Cleanliness, disinfection and hygiene inside toilets		
2)	Cleanliness and hygiene in other areas such as doorways, gangways, vestibules, corridors and in passenger compartments		
3)	Quality of the toiletries such as toilet paper, air freshener/deodorant		

4)	Courteousness, appearance and behavior of staff		
5)	Average Score = Sum total of X/No. of items (04)		

QUICK PASSENGER FEEDBACK

The feedback as per format indicated below should be taken online from the passengers through the App or on a device maintained by the SP (as an additional option). The data shall be the property of IR. Passengers shall respond with relevant rating against each item/service.

SN	Item / Service	Response	Average Score (Sum total of ratings/No. of passengers) = X
Please respond with a rating for the below mentioned items [3 – excellent; 2 – satisfactory; and 1 – needs improvement]			
1)	Food and beverage		
2)	Housekeeping		
3)	Average Score = Sum total of X/No. of items (02)		

Calculation of Average Quarterly Rating

a) Average Quarterly Rating

- 1) The weighted average of all the passenger feedbacks obtained against all the services mentioned in this Annexure during all YSA train journeys in a single quarter, or part thereof, is called as the “Average Quarterly Rating or AQR”.
- 2) The passenger feedbacks shall be of two types, as set out in this Annexure: (a) Detailed passenger feedback for a particular type of service, such as F & B, housekeeping, etc.; and (b) Quick passenger feedback comprising all the services.

b) Average Journey Rating

- 1) The table below shows the services as mentioned in this Annexure against which both detailed and quick feedbacks are obtained from the passengers. The average rating for a single journey (“Average Journey Rating or AJR”) is calculated by factoring in both types of feedback against all services, as under:

SN	Item / Service	Average of ratings via detailed feedbacks for a single journey (A)	Average of ratings via quick feedbacks for a single journey (B)	Weights Attached (Total 1.0)*
Please respond with a rating for the below mentioned items [3 – excellent; 2 – satisfactory; and 1 – needs improvement]				
1	Food and beverage			0.50
2	Housekeeping			0.50
3	Average Journey Rating or AJR = (to be generated by the system)			
*Note: If feedback for any of the above service(s) (i.e., F&B and housekeeping) is not available for whatever reason, then the corresponding weight(s) shall be distributed amongst the other service(s) on pro-rata basis.				

- 2) For any particular service, say housekeeping, during a single journey, the rating is calculated as illustrated below.
- 3) Housekeeping rating = $(A \times \text{no. of passengers giving detailed feedback} + B \times \text{no. of passengers giving quick feedback}) / (\text{Total no. of passengers giving feedback})$.
- 4) Similarly, ratings are calculated for each service (Service-1, Service-2 and so on). Thereafter, Average Journey Rating (AJR) is calculated as illustrated below.

- 5) $AJR = \text{Service-1} \times \text{corresponding weight} + \text{Service-2} \times \text{corresponding weight} \dots \text{Service-n} \times \text{corresponding weight} / \text{Sum total of weights of 'n' Services.}$

c) Calculation of Average Quarterly Rating

- 1) Average Quarterly Rating $AQR = \text{Sum total of AJR during a single quarter} / \text{No. of journeys in a single quarter.}$
- 2) IR Administration shall continuously monitor passenger feedbacks and may impose penalty in case the AQR is below '2'.
- 3) For the purpose of calculating AQR, a score of '2' would be assumed for all such passengers who have not submitted their feedback.

Schedule L- Extant rates of reimbursement for prepaid F&B services provided on Vande Bharat Trains

GOVERNMENT OF INDIA MINISTRY OF RAILWAYS RAILWAY BOARD

No. 2018/Catering/600/14

New Delhi, Dated: 02.02.2019

The Principal Chief Commercial Managers,
All Zonal Railways,

The Chairman and Managing Director,
IRCTC, Barakhamba Road, New Delhi.

CMD/CRIS
Chanakya Puri, New Delhi.

(Commercial Circular No. 05 of 2019)

Sub: Management of On-Board Catering Services on Train Set 18.

Train Set 18 is planned to be introduced between NDLS and BSB. Accordingly, management of on-board Catering Services on Train Set 18 shall be done as per the following guidelines :-

(i) The sector-wise catering services and tariff of Train Set 18 between NDLS-BSB are as under :-

Train Set 18 from NDLS to BSB				Train Set 18 from BSB to NDLS			
Between Stations	Type of Service	Tariff in Rs.		Between Stations	Type of Service	Tariff in Rs.	
		EC	CC			EC	CC
NDLS-BSB (06:00 Hr to 14:00 Hr)	Breakfast with Morning Tea and Lunch	399.00	344.00	BSB-NDLS (15:00 Hr to 23:00 Hr)	Evening Tea with Snacks & Dinner	349.00	288.00
NDLS-CNB (06:00 Hr to 10:20 Hr)	Breakfast with Morning Tea	155.00	122.00	BSB-CNB (15:00 Hr to 18:30 Hr)	Evening Tea with Snacks	105.00	66.00
NDLS-ALD (06:00 Hr to 12:25 Hr)	Breakfast with Morning Tea	155.00	122.00	BSB-ALD (15:00 Hr to 16:35 Hr)	Evening Tea with Snacks	105.00	66.00
CNB-ALD (10:20 Hr to 12:25 Hr)	Morning Tea	15.00	15.00	ALD-NDLS (16:35 Hr to 23:00 Hr)	Evening Tea with Snacks & Dinner	349.00	288.00
CNB-BSB (10:20 Hr to 14:00 Hr)	Morning Tea and Lunch	259.00	237.00	ALD-CNB (16:35 Hr to 18:30 Hr)	Evening Tea with Snacks	105.00	66.00
ALD-BSB (12:25 Hr to 14:00 Hr)	Lunch	244.00	222.00	CNB-NDLS (18:30 Hr to 23:00 Hr)	Tea & Dinner	259.00	237.00

(ii) Additional Rs. 20/- will be charged from all passengers for Packaged Drinking Water (1000 ml) and News Paper which shall invariably be provided to all passengers.

- (iii) The above tariff is inclusive of applicable GST @ 5% which shall be complied as per prevailing GST rules.
- (iv) Catering Services in Train Set 18 will be provided to all passengers as per services mentioned vide item no. (i) above. Accordingly, the above mentioned catering charges between pair of stations would be included in the ticket fare of all passengers. However, considering the leg of journey between ALD and BSB as short first/last leg, the passengers boarding from ALD to BSB and from BSB to ALD shall have option to opt out of on-board catering services at the time of booking.
- (v) The fare, for those passengers who do not opt for catering services between ALD and BSB stations (up/down directions) in advance at the time of booking, shall not include the respective catering charges mentioned above. If a passenger who did not opt for catering service in advance and subsequently decides to purchase the same on-board, an extra amount of Rs.50/- per service, in addition to the above catering charges, shall be charged. A separate receipt shall be issued to such passengers by IRCTC.
- (vi) IRCTC shall manage on-board Catering Services on Train Set 18 as per the provisions of Catering Policy 2017.
- (vii) IRCTC shall decide and notify the service-wise menu and standards of services which shall be commensurate with the above fixed tariff.
- (viii) All other instructions for management of on-board catering services on pre-paid trains will remain unchanged.

This issues with the concurrence of Finance Directorate of Ministry of Railways.

(Mudit Chandra)
DFM as Director (T&C)
Railway Board

No. 2018/Catering/600/14

New Delhi, Dated: 5.02.2019

Copy to: (i) Principal Financial Advisers, All Indian Railways for information & necessary action please.

(ii) AD AI/Railways for information please.

For Financial Commissioner/Railways

Copy to: (i) ADG/PR (ii) EDFC (iii) EDTC(R) (iv) EDPM & (v) ED/Chg. for information please.



dc

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD**

No. 2018/Catering/600/14

New Delhi, Dated: 11.10.2019

The Principal Chief Commercial Managers,
All Zonal Railways,

The Chairman and Managing Director,
IRCTC, Barakhamba Road, New Delhi.

CMD/CRIS
Chanakya Puri, New Delhi.

(Commercial Circular No. 49 of 2019)

Sub: Management of On-Board Catering Services on Vande Bharat Express.

For management of Catering Services on Vande Bharat Express to be introduced in future, following is advised:-

(i) The service-wise tariff of Vande Bharat Express shall be as under :-

Type of Service	Tariff (Inclusive of GST @5%)	
	EC	CC
Tea/Coffee/Beverages*	15.00	15.00
Breakfast with Morning Tea	155.00	122.00
Lunch/Dinner	244.00	222.00
Evening Tea with Snacks	105.00	66.00

*This service shall be applicable between pair of stations where there is no other service.

- (ii) The catering charges for each pair of stations as per the requirement of the journey on up and down direction of each Vande Bharat Express train shall be decided by the concerned and owning Zonal Railways in consultation with IRCTC. Accordingly, Zonal Railways shall calculate the total catering charges based on above tariff in consultation with their Associate Finance for its inclusion in the Ticket Fare.
- (iii) The scheme of 'Optional Catering Service' as advised vide Board's letter no. 2015/TG-III/631/4 dated 14/08/2019 shall also be applicable for all Vande Bharat Express Trains.
- (iv) All other instructions of Commercial Circular No. 5 of 2019 shall remain unchanged.

This issues with the concurrence of Finance Directorate of Ministry of Railways.

(Philip Varghese)
Director (T&C)
Railway Board

No. 2018/Catering/600/14

New Delhi, Dated: 11.10.2019

Copy to: (i) Principal Financial Advisers, All Indian Railways for information & necessary action please.

(ii) AD AI/Railways for information please.

For Financial Commissioner/Railways

Copy to: (i) ADG PR (ii) EDFC (iii) EDTC(R) (iv) EDPM for information please.

Schedule M-Data Protection Rules

Illustrative measures for data protection as extracted from the General Conditions of Contracts for Services, 2018 issued by Railway Board

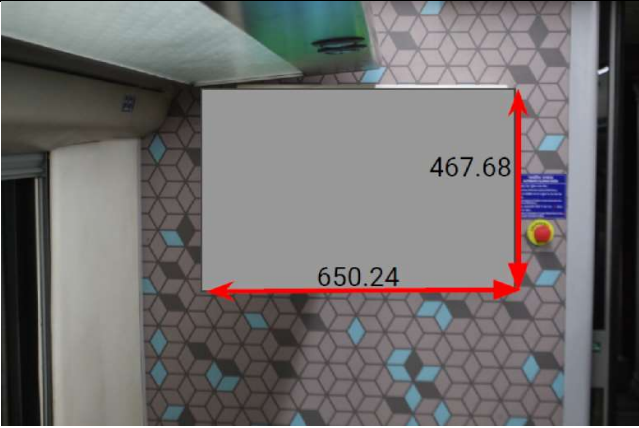
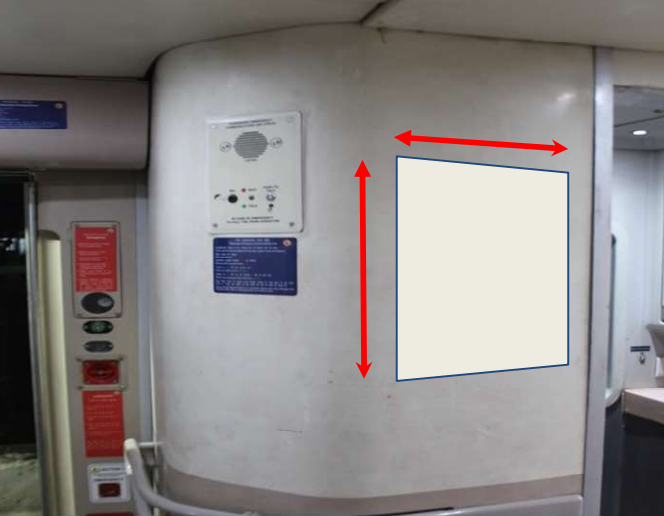
Data Protection Measures to be taken by SP:

1. Where the SP is processing personal data, as a data processor for IR, the SP shall:
 - (a) Process the personal data only in accordance with instructions from IR (which may be specific instructions or instructions of a general nature) as set out in the Yatri Seva Agreement or as otherwise notified by IR;
 - (b) Comply with all applicable laws;
 - (c) Process the personal data only to the extent; and in such manner as is necessary for the provision of the SP's obligations under the Yatri Seva Agreement or as is required by Law or any regulatory body;
 - (d) Implement appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to nature of the personal data which is to be protected;
 - (e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the personal data;
 - (f) Not cause or permit personal data to be transferred, stored, accessed, viewed or processed outside India without prior written consent of IR;
 - (g) Ensure that all staff required to access the personal data are informed of the confidential nature of personal data and comply with the obligations set
 - (h) Ensure that none of the staff publish, disclose or divulge any of the personal data to any third parties unless directed in writing to do so by IR;
 - (i) Not disclose personal data to any third parties in any circumstances other than with the written consent of IR or in compliance with a legal obligation imposed upon IR; and
 - (j) Notify IR (within five working days) if it receives:
 - i. A request from a Data Subject to have access to that person's personal data;
 - ii. A complaint or request relating to IR's obligations under law.

The provisions contained in Clause 1 above shall apply during the Yatri Seva Agreement period and after its expiry.

Schedule N- Advertisements in the interior of Vande Bharat Coaches

Advertising Spaces

Location/ and Tentative Number of designated spaces designated space	Indicative space with dimensions	Dimensions
<u>IC Door Partition</u> 2 panels in latest version of Vande Bharat		467.68 mm X 650.224mm
<u>Lavatory Panel</u> 2-3 panels		500 mm X 350mm

**End Wall
Panels**

04 panels

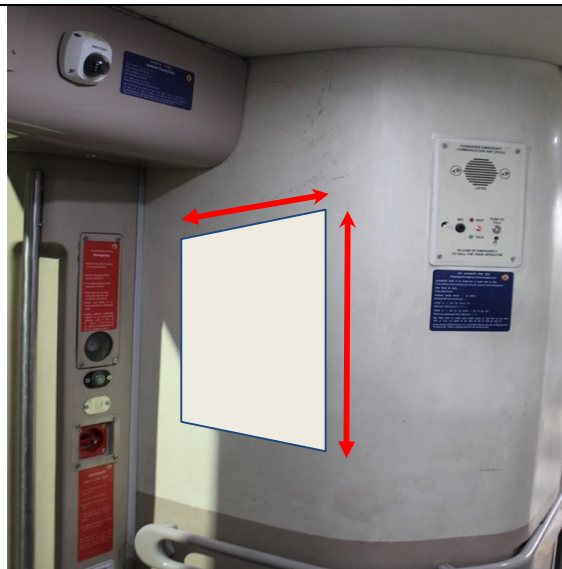


300 mm X 500
mm

End Wall P

**Pantry and
Lavatory
module Door
side portion**

Panels 2





500mm X
400mm

**GA view of
lavatory
module**



- i. These are indicative and the Service Provider should conduct a physical inspection of the Vande Bharat trains at his cost to ascertain and assess the actual advertising space available in the trains.
- ii. Interior advertisements at designated spaces are subject to aesthetics and Railway's image. A Committee comprising the Sr DCM and Sr DME of the Division owning the Vande Bharat train shall approve the text/display and suggest modifications of interior advertisements (if needed) and its decision would be final.
- iii. Scheme adopted by Delhi Metro, wherein locations and the manner of fitment of advertisements have been standardized (which permits easy replacement of advertisement) shall be allowed to ensure that, during replacement of advertisements, no damage to interior surface is caused.

Additionally the following spaces can be utilized by the Service Provider to advertise

<p><u>Headrest Cover</u></p>		
<p><u>Nominated Space on Snack table</u></p>		

- iv. These are indicative and the Service Provider should conduct a physical inspection of the Vande Bharat trains at his cost to ascertain and assess the actual advertising space available in the trains.
- v. Interior advertisements at designated spaces are subject to aesthetics and Railway's image. A Committee comprising the Sr DCM and Sr DME of the Division owning the Vande Bharat train shall approve the text/display and suggest modifications of interior advertisements (if needed) and its decision would be final.
- vi. Scheme adopted by Delhi Metro, wherein locations and the manner of fitment of advertisements have been standardized (which permits easy replacement of advertisement) shall be allowed to ensure that, during replacement of advertisements, no damage to interior surface is caused.

Annexure 1: Travel Authority

Travel Authority
Authorized to Travel Onboard

Passport sized
photograph duly
attested by the
CDO/Sr. DME

Shri _____
Employee of M/s. _____ is
authorized to travel on board the following

S.No.	Train No.(Pair)	Name of Train

- This authority is valid up to only.
-
- In case of loss of this authority, contractor should ensure that FIR is registered and any misuse is prevented. Intimation for the same should be given to IR authority concerned.

Name, Designation and Signature

Dated:

Name:

Date;

Place:

Full Address:

Annexure 2: Police Verification Report

POLICE VERIFICATION REPORT

PHOTO
(of applicant,
signed by
contractor)

S. No.	Particulars	
1	Full Name with Aliases	
2	Parent's Name	
3	Nationality	
4	Present Address in full with Police Station and District	
5	Period of Residence	
6	Home/Permanent Address in full with Police Station and District	

Declaration (by applicant):

I certify that the following information is correct and complete to the best of my knowledge and belief.

Signature of Applicant with Date:

Place:

Police Certification:

The details as stated above are correct and the above person does not have any criminal or any case registered, pending in any court of law.

Countersignature of Authorized signatory

Annexure 3: Indemnity
(On a non-judicial stamp paper of Rs. 100/-)

INDEMNITY
(To be filled by Contractor)

I on behalf of M/s.....hereby agree and undertake that I have understood all the safety rules and procedures and all staff working on behalf of M/s.....will abide by all safety rules and procedures. I declare that I M/s.....will be responsible for any safety violation/ accident etc. IR / RAILWAY ADMINISTRATION will not be responsible in case of any accident and will not compensate financially or otherwise. I M/s declare that all the claim raised by staff deputed by me, shall be borne by me only.

I hereby declare that I am sole responsible on behalf of M/s.....forgiving such declaration.

Name of Indemnifier

Signature of Indemnifier

Stamp/seal of the Indemnifier/Contractor

(On a non-judicial stamp paper of Rs. 100/-)

INDEMNITY
(To be filled by Contractor's staff individually)

I/We hereby agree and undertake that I/We have understood all the safety rules and procedures and I/We will abide by all safety rules and procedures. I/We declare that I/We will be responsible for any safety violations/accident etc. I/We shall not raise any claim against IR / Railway Administration. IR/ Railway Administration will not be responsible in case of any accident/incident and will not compensate financially or otherwise.

.....
Name of Indemnifier

Signature of Indemnifier

Date;

Place:

Full Address:

.....
NAME OF CONTRACTOR

SIGNATURE OF CONTRACTOR

Date;

Place:

Full Address:

Annexure 4: Undertaking Regarding RTI

(On Company's Letter Head)

Undertaking for disclosure of information under RTI Act 2005

We are aware that the Ministry of Railways is required to furnish information to applicants under the Right to Information Act 2005, which may include information pertaining to us. We do hereby give our unconditional consent to IR / Railway Administration for providing the information/records to the applicants as 'third party' information under the RTI Act 2005, except for the following matters:

- 1.
- 2.
- 3.

Stamp and Signature of the Bidder/ Authorized Signatory
(Each member in case of JV/consortium/partnership)

Name:

Date;

Place:

Full Address:

Annexure 5: Performance Security Guarantee

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this.....day of..... (Month & year) between the Bank of.....(hereinafter called the “Bank”) of one part, and Indian Railways (herein after called “the Indian Railways (IR)/ Railway Administration”) of the other part.
2. Whereas-----has awarded the contract for (name of work)(herein after called “the contract”) to M/s.....(Name of the Contractor)...herein after called “the Contractor or the Service Provider”.
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the IR/ Railway Administration a Performance Security for a total amount of Rs.....(Amount in figures and words).
4. Now we the Undersigned (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of.....(Full name of Bank), hereby declare that the said Bank will guarantee the IR/ Railway Administration the FA&CAO/ Railway full amount of Rs.....(Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the IR / Railway Administration, the Bank is engaged to pay the IR Administration, any amount up to and inclusive of the aforementioned full amount upon written order from the IR Administration to indemnify the IR/ Railway Administration for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the implementation of the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the IR / Railway Administration immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the IR / Railway Administration any money so demanded notwithstanding any dispute/disputes raised by the Contract or in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of the Contract.)

7. At any time during the period in which this Guarantee is still valid, if the IR Administration agrees to grant a time extension to the Contractor or if the Contractor fails to fulfil the contractual obligations within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the IR Administration and at the cost of the Contractor.
8. The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the IR/ Railway Administration in enforcement of payment of any moneys, the payment where of is intended to be hereby secured or the giving of time by the IR/ Railway Administration for the payment thereof shall in no way relieve the bank of their liability under this deed.
10. The expressions “the IR / Railway Administration”, “the Bank” and “the Contractor or the Service Provider” herein before used shall include their respective successors and assigns.

In witness whereof, I/We of the Bank have signed and sealed this guarantee on the.....day of (Month & Year) being herewith duly authorized.

For and on behalf of the_____Bank.

Signature of authorized Bank official

Name:.....

Designation:.....

I.D. No.:.....

Stamp/Seal of the Bank:.....

Signed, sealed and delivered for and on behalf of the Bank by the above named In the presence of:

Witness 1:

Signature:

Name:

Age:

Full Address:

Witness 2:

Signature:

Name:

Age:

Full Address:

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the ‘Bank Guarantee’.
2. The ‘Bank Guarantee’ shall be from the Scheduled Commercial Bank based in India, acceptable to IR / Railway Administration.

Annexure 6: Confidentiality - Cum - Non Disclosure Agreement (NDA)

THIS NON-DISCLOSURE AGREEMENT is made on this day (date) of(Year)

By and between

Indian Railways / Railway Administration (hereinafter referred to as “IR”) of the FIRST PART.

And

.....<Name incorporated/registered> under the...
.....<Name of the Act>having its registered/corporate office at(herein referred to as “**Recipient**” which expression shall unless repugnant to the context or meaning thereof, includes its successors, assigns, administrators, liquidators and receivers) of the SECOND PART.

WHEREAS

- A. Recipient’s services have been hired by IR for
(Authorized purpose) vide Agreement/Purchase/Work Order No.....
dated.....

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions:

- a) The term “Confidential Information” shall include, without limitation, all technical and non technical information and materials, furnished by IR to the Recipient in connection with IR’s products and services including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all information marked as ‘Confidential’ or ‘Sensitive’ or ‘Proprietary’, customer and prospect lists, personal data of IR employees and its customers, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to IR products and services. Results of any information security audits, tests, analysis, extracts or usages carried out by the Recipient in connection with IR’s products and/or services, IT infrastructure, etc. shall also be considered Confidential Information.
- b) The term “IR products” shall include all such products, goods, services,

deliverables, which are subject to deliver, install and/or be maintained by the Recipient under the Agreement.

2. Protection of Confidential Information. Recipient affirms that it shall:

- a) Use the Confidential Information only to the extent necessary to accomplish '*Authorized purpose*' and in accordance with the terms and conditions contained herein;
- b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the recipient takes to protect the confidentiality of its own proprietary and confidential information and that of its other clients;
- c) Not make or retain copy of any details of products and/or services, prototypes, business or marketing plans, Client lists, Proposals developed by or originating from IR or any of the prospective clients/partners of IR.
- d) Not make or retain copy of any details of results of any information security audits, tests, analysis, extracts or usages carried out by the Recipient in connection with the IR's products and/or services, IT infrastructure, etc. without the express written consent of IR.
- e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the IR;
- f) Immediately notify IR in writing upon the discovery of any loss or unauthorized disclosure of any confidential information.
- g) Return to IR, or destroy, at IR's discretion, any and all Confidential Information disclosed in a printed or electronic form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of IR therefor.
- h) Not send IR's information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of IR.
- i) Use only the best possible secure methodology to avoid confidentiality breach, while handling confidential data of IR for the purpose of storage, processing, transit or analysis including sharing of information with IR.
- j) Not to engage or appoint any non-resident/foreigner to undertake any activity related to Information Security Audit in respect of IR/ Government/ critical sector organization. Only the man power declared to CERT-In shall be deployed to carry out such audit related activities.
- k) Not discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between the Recipient and IR or the nature of services to be provided by Recipient to IR.
- l) Make sure that all the employees and/or consultants engaged by Recipient to undertake any audit or services as part of '*Authorized purpose*' as specified above on its behalf have signed the mandatory non- disclosure agreement.

- 3. Permitted disclosure of Confidential information:** If the recipient is requested/required to disclose confidential information by law enforcement or similar Government agencies mandated under the law, it is agreed that the receiving party shall provide IR with prompt notice of any such request or obligation so that IR may seek an appropriate protective order and or wave the recipient compliance with the provision of this agreement.
- 4. Title and Proprietary Rights:** Notwithstanding the disclosure of any confidential information by IR to the recipient, the title and all intellectual property and proprietary rights in the confidential information shall remain with IR. The provisions of this agreement are necessary for the protection of the business goodwill of IR and are considered by IR to be reasonable for such purposes. Recipient agrees that any breach of this agreement will cause substantial and irreparable damages to IR.
- 5. Exceptions.** The Confidentiality obligations as enumerated in Para 2 of this Annexure shall not applying following cases:
- a) Which is independently developed by Recipient or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b) After it has become generally available to the public without breach of this Agreement by Recipient; or
 - c) Which at the time of disclosure to Recipient was known to such party free of restriction and evidenced by documents in the possession of such party; or
 - d) Which IR agrees in writing is free of such restrictions.
 - e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
- 6. Onus.** Recipient shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
- 7. Remedies.** Recipient acknowledges that any actual or threatened disclosure or use of the Confidential Information by Recipient would be a breach of this agreement and may cause immediate and irreparable harm to IR or to its clients/partners; Recipient affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by IR / its clients/partners may be impossible to calculate and compensate fully. Therefore, Recipient acknowledges that in the event of such a breach, IR shall be entitled to specific performance by Recipient of its obligations contained in this Agreement. In addition, Recipient shall compensate the IR for the loss or damages caused to the IR actual and liquidated damages which may be demanded by IR. Liquidated damages not to exceed the Contract value. Moreover, IR shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a

breach of this agreement by Recipient. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.

- 8. Need to Know.** Recipient shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the IR. No information relating to IR shall be hosted or taken outside the country in any circumstances.
- 9. Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
- 10. Ownership:** The confidential information is the property of IR or its associates or advisors. Nothing in this agreement shall be construed as granting any property rights, by license or otherwise, to any confidential information disclosed pursuant to this agreement or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such confidential information. The recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any confidential information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of confidential information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. The confidential information may pertain to prospective or unannounced products. The recipient agrees not to use any confidential information as a basis upon which to develop or have a third party develop a competing or similar product.
- 11. No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 12. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 13. Publicity:** The recipient must not make any press or other public statements

(which includes announcements and releases) relating to this agreement, the confidential information and the authorized purpose.

- 14. Communications:** Written communications requesting or transferring proprietary information under this agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

(Recipient)

(Recipient's Address)

- 15. Notices:** Any notice required by this agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to

.....

(IR's Address)

If to Recipient:

(Recipient)

(Recipient's Address)

- 16. Headings:** Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent

- 17. Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at Chennai.

- 18. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

- 19. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

- 20. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

- 21. Waiver.** Waiver by either party of a breach of any provision of this Agreement,

shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.

22. Survival. Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.

23. Non-solicitation. During the term of this Agreement and thereafter for a further period of One (01) years, Recipient shall not solicit or attempt to solicit IR's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct business similar to IR with any employee and/or consultant of the IR who has knowledge of the Confidential Information, without the prior written consent of IR.

IN WITNESS WHEREOF, and intending to be legally bound, the duly authorized representatives of parties have executed this Agreement to make it effective from the date and year first written above.

For and on behalf of IR	For and on behalf of RECIPIENT
Name of the Organization: Indian Railways	Name of the Organization:
Sign:	Sign:
Name:	Name:
Designation:	Designation:
Full address	Full address
Witnessed by:	Witnessed by:
Sign:	Sign:
Name:	Name:
Designation:	Designation:
Full address	Full address