

GOVERNMENT OF INDIA (भारत सरकार)
MINISTRY OF RAILWAYS (रेल मंत्रालय)
(RAILWAY BOARD) (रेलवे बोर्ड)

No. 2017/TG-III/600/09/Pt. 1

New Delhi dated: 10.01.2018

The General Manager
All Zonal Railways

Sub:- Standard Bid Document (SBD) for provision of catering services on General Minor Unit (GMU) at A1, A, B & C Category Stations.

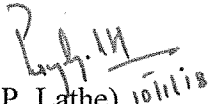
Ref:- Catering Policy 2017 issued vide Commercial Circular No. 20 of 2017.

This is to bring to your notice that in view of instructions issued vide para 7.4 and 9.3.1 of Catering Policy 2017 and clarifications sought for by some Zonal Railways, a Committee had been constituted for preparation/modification in the Standard Bid Document for allotment of Minor static catering units. The Bid Document submitted by the Committee has been examined in the Board's Office in consultation with Finance and Legal Directorate.

Accordingly, the SBD for GMU at A1, A, B & C category of stations duly approved by the Competent Authority is enclosed herewith for further necessary action.

This issues with the concurrence of Finance and Legal Directorate of the Railway Board and approval of the competent authority.

DA:- SBD for GMU at A1, A, B & C category of stations
(65 pages)


(P. P. Lathe)
Deputy Director/(Tourism & Catering)
Railway Board

No. 2017/TG-III/600/09/Pt. 1

New Delhi dated: 10.01.2018

Copy to:- (i) Principal Financial Advisor/All Zonal Railways
(ii) PCCMs/ all Zonal Railways
(iii) CMD/KRCL, Belapur Bhawan, Navi Mumbai.
(iv) CMD/IRCTC, New Delhi


10.1.2018
For Financial Commissioner/Railways

RAILWAY

BID DOCUMENT

FOR

**PROVISION OF CATERING SERVICES ON
GENERAL MINOR UNIT NUMBER/NAME ____/____ AT
STATION OF CATEGORY "____"**

DATED(*)

BID NO(*)

KEY INFORMATION

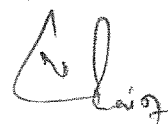
Bid Notice	No----- Date ----- and Time---
Cost of Bid Document	Non refundable amount of Rupees(A) only Rs.(A) (inclusive of all taxes)
Last date for sale of Bid	_____ upto _____ hrs
Last date for Submission of Bid	_____ upto _____ hrs
Opening of Bids	_____ at _____ hrs
Contact Authority	DIVISIONAL RAILWAY MANAGER (COMMERCIAL) _____ DIVISION _____ RAILWAY (Address) Tele : Fax : Email :

 
10.1.2018

Table of Contents

1. Disclaimer
2. Bid Notice
3. Instruction for Internet downloaded forms for bidders
4. Section A
 - a. Section A- Chapter I- Scope of Work
 - b. Section A- Chapter II- Instruction to Bidders
 - c. Section A- Chapter III- Eligibility of bidders
5. Section B
 - a. Section B- Chapter I- Techno-Commercial Bid (Packet-A)
 - i. Annexure A/1: Covering Letter
 - ii. Annexure A/2: Mandatory Information for Eligibility of the bid
 - iii. Annexure A/3: Affidavit
 - iv. Annexure A/4: Techno-commercial experience of bidder
 - v. Tech Form-1: Turnover of caterer from catering in past 3 years
 - vi. Tech Form-2: Average financial standing of the bidder.
 - vii. Annexure A/5: Self declaration form for Techno-commercial experience
 - viii. Annexure A/6: Power of attorney for signing of bid
 - ix. Annexure A/7: Performance Bank Guarantee Bond
 - x. Annexure A/8: Affidavit for Solvency
 - b. Section B- Chapter II- Price Bid
 - i. Annexure- B/1: Price Bid
 - c. Section B- Chapter III- Evaluation Criteria
6. Section C
 - a. Special Conditions of Contract-I
 - b. Special Conditions of Contract-II
7. Section D- Master License Agreement

44/1


10.1.2018

DISCLAIMER

1. _____ **Division,** _____ **Railway** (herein after mentioned as "Railway") 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 their own investigations and analysis and check the accuracy, reliability and completeness of the information 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 which may be required by Railway or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Railway shall not be liable in any manner.
2. Railway will have NO liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or under any law for the time being in force otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the License, the information and any other information supplied by or on behalf of Railway or otherwise arising in any way from the selection process of the License.
3. The issue of this Document does not imply that Railway is bound to select the Bidder or to appoint the Selected Bidder. Railway 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. Railway also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who have submitted the Bid.
4. Railway reserves the right to change/modify/amend any or all of the provisions of this Bid Document at any stage. Such changes shall be notified to all bidders who have bought the tender document.

Each Bid document must be accompanied with self-attested photo copies of documents

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10.1.2018

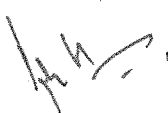
Bid Notice

1. For and on behalf of the President of India, Divisional Railway Manager (Commercial), _____ Division, _____ Railway, invites sealed bid on Open, Competitive, single stage two packet system, from food and catering service providers for **"Provision of Catering Services at General Minor Unit Number (GMU) _____ at _____ Station of _____ Category."**
2. The Scope of Work and Terms of Reference is provided in Section-A
3. **Bid Documents:** The interested Bidders may purchase 'Bid Documents' which can be obtained between 10.00hrs and 17.00 hrs on all working days from _____ to _____ in person from the Railway office at the address given below, on payment of non-refundable document fee (inclusive of applicable GST) of Rs. (A) /- Rupees (A) in the form of:
 - a. Demand draft/Banker's Cheque in favour of **'Senior Divisional Finance Manager,** _____ Division, _____ Railway drawn on any scheduled commercial bank in India.
 - b. Cash deposited at any Railway stations/cash office of _____ Division, _____ Railway duly supported with original Cash Receipt/Money Receipt indicating the Tender Notice Number and due date of submission.
4. **Bid document** can also be downloaded from the website _____ and the bids can be submitted on the downloaded document along with a separate Demand Draft towards the cost of bidding documents at the time of bidding, failing which the offer will be summarily rejected.
5. **Earnest Money:** The bid must be accompanied by Earnest Money of Rs. _____ (Rupees _____) in the form of Bank Demand Draft drawn on any Scheduled Bank in India.
6. **Receipt of Bids:** Sealed bids should be dropped in the designated box at the address given below not later than _____ hrs on _____. Bids shall be opened on the same day at _____ hrs in presence of Bidder's representatives who choose to attend. For this an authority letter of the firm is required. The onus of dropping the bid in the box lies with the bidder. Bids received after _____ hrs will be called "late" bid and will not be considered further for evaluation.
7. Railway reserves the right to accept/reject any or all Bids without assigning any reason thereof.
8. The Bidder fulfilling the eligibility criteria will be evaluated based on the evaluation criteria given in this Bid document.
9. **Address for Communication:**
Senior Divisional Commercial Manager,
_____ Division
_____ Railway,
(Address)
Tel: _____, Fax: _____
Email: _____


10.1.2018

INSTRUCTIONS TO BIDDERS REGARDING TENDER FORMS DOWNLOADED FROM INTERNET

1. Tender document is to be downloaded from the internet and printout is to be taken on A4 size paper and details are to be entered by the tenderer as required in the document. It is advisable that the downloaded tender document be printed through laser printer only. Offers in the form of photocopy of tender document will be summarily rejected.
2. The tender document (in full) downloaded along with the various documents required to be submitted as per the tender conditions should be put in a sealed cover duly superscribing with the name of the work, tender notice no. and date. Duly filled up tender document should be dropped in the tender box kept in the office specified in the tender document before the date and time stipulated in the tender document.
3. The cost of tender document will have to be deposited by the tenderer in the form of bank draft payable in favour of '**Sr. Divisional Finance Manager** _____ **Division,** _____ **Railway**' along with the tender. This should be enclosed as a separate Demand Draft. A single demand draft for the cost of tender form and Earnest Money Deposit will not be accepted. Tenders not accompanied with the demand draft towards the cost of the tender document will be summarily rejected.
4. The earnest money deposit required for this work as stipulated in the tender document also to be submitted separately.
5. Tenderers are advised to download tender documents well in advance and submit the tender before the stipulated time. **It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in Web site and the same shall be taken into account while submitting the tender. Tenderer shall download corrigendum (if any), print it out, sign and attach it with the main tender document. Tender document not accompanied by published corrigendum/s will be liable to be rejected. The Railway will not be responsible for any postal delays/delay in downloading of tender document from the internet.**
6. The tenderer may please note that the rate for items should be written **in figures and in words**. Tenderer should not use red and/or green ink in the tender form. Offers using red and/or green ink will be summarily rejected. Each page of tender document should be signed by the tenderer.
7. Tenderer/s are free to download tender document at their own risk and cost for the purpose of perusal as well as for using the same as tender document for submitting the offer. Master copy of the tender document is available in the office of the **Sr.Divisional Commercial Manager, _____ Division, _____ Railway**, inviting tender. After award of work 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.
8. If any change/addition/deletion is made by the Tenderer/Contractor in tender document /Contract agreement and the same is detected at any stage even after the award of the tender, full earnest money deposit will be forfeited and the contract will be terminated. The tenderer/contractor will be banned from doing business with Railways and/or prosecuted.
9. The following declaration should be given by the tenderer while submitting the tender:

 
10.1.2018

Declaration

- (a) I/We have downloaded the tender form from the internet site _____ and I/We have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified I/We understand that my/our tender will be summarily rejected and full earnest money deposit will be forfeited and I/We am/are liable to be banned from doing business with Railways and/or prosecuted.
- (b) I/We are submitting a demand draft in favour of 'Sr.Divisional Finance Manager _____ Division _____ Railway No. _____ dated _____ issued by _____ (Bank) _____ (Branch) for Rs. _____ towards the cost of tender form.
- (c) I/We are submitting a demand draft in favour of 'Sr. Divisional Finance Manager _____ Division _____ Railway No. _____ dated _____ issued by _____ (Bank) _____ (Branch) for Rs. _____ towards the Earnest Money Deposit.

Signature of

Tenderer:

Date:

Address:

[Handwritten Signature]

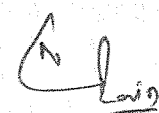
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10.1.2018

Section A

Chapter 1 - Scope of Work

Chapter 2 - Instructions to Bidders

Chapter 3 - Eligibility of Bidders

 
10.1.2018

CHAPTER 1: SCOPE OF WORK

1.1 Main Objectives

- (a) Appointment of a Licensee for the General Minor Unit (GMU) number: _____ at _____ station for _____ Stall, ensuring provision of hygienic, good quality affordable meals/food to the traveling passengers as per laid down guidelines and policy directives issued by Railway and any other statutory regulations.
- (b) The Licensee is expected to adopt, inter-alia, the trade practices, as indicated in Section C, Special Conditions of Contract II.
- (c) In consideration of award of this License, the Bidder shall offer to pay a licensee fee, for tenure license for the GMU. However the indicative license fee is provided.
- (d) The Bidder, once selected shall become "Licensee" and shall be liable to pay License Fee as per terms and conditions determined by the Railway.

1.2: Explanation of Scope of Work:

The major components of scope are indicated below:

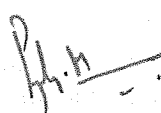
- (a) The Licensee shall be provided with a GMU General Minor Unit (GMU) number: _____ at _____ station for _____ Stall.
- (b) The Licensee shall be responsible for providing catering services for items as authorized by Railways from the General Minor Unit (GMU) number: _____ at _____ station for _____ Stall
- (c) Licensees shall set up **Modular Catering Stalls** to maintain uniformity in design and colour scheme as authorized and approved by Railways. The Licensee shall be responsible to display the "Rail Ahaar" logo prominently at all places including the packaging material of food, uniform of waiters and other staff etc. The Licensee will abide by the instructions of Railway in this regard from time to time.
- (d) In case licensee is permitted for sale of packaged drinking water then, it is mandatory for the licensee to sell Rail Neer (Packaged Drinking Water – 1000 ml) chilled or in such quantities & rates prescribed by Railway from time to time. The licensee will be responsible for storing, cooling and distributing 'Rail Neer' to the passengers. In case of non-availability/inadequate supply of Rail Neer by Railway, the Licensee shall be permitted to sell only packaged drinking water of brands as approved by Railways.
- (e) The Licensee may be encouraged to provide regional cuisines, dietary and infant foods, food for patients or ailing passengers, *jain* food at tariff approved by Railway subject to authorization from Railway.
- (f) The licensee should provide service across the counter only. No Platform Vending will be permitted.
- (g) Licensee shall be responsible for availability/provision of adequate number of garbage bins at appropriate places. Licensee shall also ensure to place bio-degradable bags in garbage bins for easy disposal and proper handling. These should be cleaned outside the production area. Licensee shall avoid use of metallic dustbins, which become rusted over a period of time. Segregation of waste should be done as bio-degradable and bio non-degradable. Licensee shall be responsible for disposing the garbage suitably as per the instructions framed by Railway/Division. All garbage bins must be labeled, cleaned and sanitized regularly. All instructions in regard to disposal of garbage issued from time to time by Health, Mechanical and Commercial Directorate are to be adhered to by licensee.
- (h) The Licensee shall be responsible for ensuring the quality and quantity, maintaining proper hygiene and cleanliness while handling raw materials, preparation, packaging, supply,

service, etc. of food/meals in accordance with the parameters specified in **Section -C**.

- (i) The Licensee shall further be responsible to make adequate arrangements in terms of all equipment and manpower, at its own cost, as per policy directives.
- (j) The Licensee shall depute staff who will be required to manage the catering operations and serve food to the passengers. The number of staff deputed shall not be more than the number prescribed by Railway administration. The Licensee shall ensure that the staff deputed on the unit should maintain good conduct, etiquette, personal hygiene, politeness and courtesy, issue computerized bills to passengers etc. The licensee shall also ensure computerized billing for all the items sold in the unit and the licensee shall provide the facility for cashless transaction viz. POS/Swipe machine, BHIM, Mobile Wallets, Bharat QR code, any new schemes/tools/instruments introduced by Government of India or Ministry of Railways for promoting cashless transaction etc. compulsorily available in the unit. Further, the Licensee shall ensure that the catering staff should be well groomed, wear proper uniforms, badges displaying their names, carry photo identity cards, display at all times. The Railway reserves the right to prescribe a standard uniform for all staff working for GMUs on a station. The cost of all the above has to be borne by the licensee.
- (k) In consideration of the award of the License to the Licensee, the Licensee shall be liable to pay Annual License Fee. The license fee will be fixed for the first three years and in the fourth year it will be enhanced by 10%. License fee for the fourth and fifth year will remain same. There will be no other increase in the License Fees during the tenure of contract (including in case of revision in menu and tariff), other than this increase of 10% in the fourth year.
- (l) The Annual License Fee shall be paid every year. For the first year, the licensee shall pay the annual license fee within 15 days on receipt of LOA, and for subsequent years, it shall be paid at least fifteen (15) days before the completion of each preceding year of License.
- (m) The licensee shall ensure availability of hand held fire extinguishers with the staff having knowledge of operation of the equipment.
- (n) The Ceiling Limit for Minor Units (as per clause no.13.4 of catering policy 2017), applicable for all bidders will be as follows:
A Licensee will be allowed to hold a maximum of five minor catering units per division. Trolleys are also treated as separate unit as per catering policy 2017 and will be counted for the purpose of ceiling limit of 5 units. The bidders should submit an undertaking on non-judicial stamp paper (Annexure – A/3).
- (o) The licensee shall get conducted third party audit periodically by an independent agency authorized/prescribed by Railways every six months along with regular in-house audit.

1.3: Tenure of License:

The tenure of this License shall be for a period of five (5) years only from the date of commencement of the License and there will be no extension/renewal. The License agreement shall be as per Section D of this Bid Document.

 
10.1.2018

CHAPTER 2: INSTRUCTIONS TO BIDDERS

2.1. General Conditions of Bidding

- 2.1.1 Railway is desirous of receiving Bids for the award of License to the highest eligible bidder, who satisfy the evaluation criteria of Railway as per Chapter 3. Each Bidder (individually) is eligible to submit only one Bid for the award of License.
- 2.1.2 The Bid should be furnished in the format at **Section - B (Chapter-1 and Chapter-2)** with the documents specified in the Bidding Document.
- 2.1.3 The bid document has to be provided with page number and the bidders are to sign on all the pages of Bid Document.
- 2.1.4 The Bidder should submit a Power of Attorney as per the format at **Chapter-1 of Section B**, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.5 It is clarified that prior to making a Bid, the Bidder shall pay to Railway a non-refundable sum as notified in the tender document as the Cost of this Document. In case the **Bid document** has been downloaded from the website_____, the Bidder shall submit a separate demand draft for the same amount, towards the cost of bidding documents at the time of bidding in a separate envelope marked '**Cost of bid Document**'. Failing in submission of tender cost will lead to rejection of offer summarily.
- 2.1.6 The Bidder shall deposit an Earnest Money of Rs._____ (Rupees _____) in the form of Demand Draft issued by any Nationalized Bank. The demand draft shall be drawn in favour of '**Sr. Divisional Finance Manager, _____ Division, _____ Railway**' and payable at _____. Railway shall not be liable to pay any interest on the Earnest Money.
- 2.1.7 The validity period of the demand draft, shall not be less than 90 days from the Bid Due Date, and may be extended as mutually agreed between the Railway and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money.
- 2.1.8 The Earnest Money 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 Earnest Money shall be retained till it has provided a Security Deposit under the License Agreement for the entire license period.
- 2.1.9 Any condition or qualification or any other stipulation contained in the bidding documents shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.10 Any information contained in the Bid shall not in any way be construed as binding on Railway, but shall be binding against the Bidder, if the License is subsequently awarded to it on the basis of such information.
- 2.1.11 Railway reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.1.12 Railway reserves the right to forfeit the Earnest Money if:
- (a) at any time, a material misrepresentation is made by the Bidder or
 - (b) the Bidder does not provide, within the time specified by the Railway, the supplementary information sought by Railway for evaluation of the Bidding Documents, or
 - (c) any ambiguity, non-clarity and/or apparent mistake of the Bidder, as determined by Railway.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the bids have been opened and before issue of LOA and the highest bidder gets disqualified/ rejected, then Railway

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10.1.2018

reserves the right to:

- (i) Invite the short-listed Bidders to match the highest bidder/ submit their bids in accordance with clauses in **Chapter – 3 of Section B.**
- (ii) take any such measure as may be deemed fit in the sole discretion of Railway, including annulment of the Bidding Process.

2.1.13 Any queries or request for additional information concerning this Document shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.3.5 below. The envelopes/ communication shall clearly bear the following identification/ title:

“Clarification for Tender Notice Number _____ due on _____”

2.1.14 Any corrigendum has been issued to bid notice, the corrigendum page must also be submitted along with the bid document.

2.1.15 The bidder is fully responsible for all the information/details furnished in the bid document submitted by him. Railway reserves the right of rejecting the bid without assigning any reason if it is found that the bidder has given wrong information/details in the bid document at any time either before or during the finalization of the bid. If Railway finds that the bidder has obtained the license by giving wrong information/details in the bid document, Railway has the right to annul the license and terminate the license agreement treating the same as material breach of contract.

2.1.16 Government employee or Railway servant or any other member of his/her family (as defined in rule No.103 Para 17 of the Indian Railway Establishment Code – Vol. I), either in their individual capacity or as a partner/director/agent/franchisee of a firm/company, are not eligible to apply.

2.1.17 As and when the station is redeveloped under the new Station Redevelopment Policy, the license will be novated to the Station Developer for the remaining period of the contract on the same terms and conditions.

2.2 Brief description of the Bidding Process

2.2.1 Railway has adopted a system of inviting sealed bid on Open, competitive, single stage two-packet system, (the "Bidding Process) from experienced and reputed food and catering service providers for **“Provision of Catering Services on General Minor Unit (GMU) number: _____ at _____ station for _____ Stall,”** for selection of the Licensee for the award of License. While **Packet-A** shall contain the information sought from the Bidders in respect of the Techno-Commercial parameters specified in Chapter 1 of Section B, **Packet-B** shall contain Price Bid/offer sought from interested parties on the parameters specified in Chapter 2 of Section B. It is clarified that Price Bid /Offer of only those Bidders shall be considered who qualify and get short-listed by Railway based on the Techno-Commercial parameters specified in Chapter 1 of Section B.

2.2.2 Bidders would be required to furnish/submit all the information specified in this Document including information sought in Packet-A and Packet-B, respectively (**“Called Bid”**). It is clarified that prior to making a Bid, the **Bidder** shall pay to Railway a non-refundable sum as notified in the tender document as the cost of this Document.

2.2.3 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. Railway will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.2.4 Prior to making the Bid, Bidders must examine the all tasks in relation to rendering of desired services under the License and to carry out, at their cost, such studies/analysis, as may be required for submitting their respective Bids for award of the License.

2.2.5 Railway 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 Railway's action.

2.2.6 Bids with alterations, overwriting, usage of whitener etc. shall be rejected.

2.2.7 If the highest bidder (H1) withdraws or fails to take up or to start the contract, he will be debarred from participating in all catering contracts over Indian Railways including IRCTC for five (05) years.

2.3 Sealing and Marking of Bids

2.3.1 The Bidder shall submit the Bid in the format specified at Clause 2.2, together with the documents specified in Chapter-1 of Section B and Chapter- 2 of Section B of Bid Document, and seal it in an envelope and mark the envelope as "BID".

2.3.2 Packet – A, shall contain all documents specified in Chapter -1 of Section B, including:

- Bid in the prescribed format (Clause 2.2) along with Annexes and all the relevant supporting documents cited in the bid document.
- Power of Attorney for signing the Bid as per the format at Annexure A/6 (Section B);
- Copy of Memorandum and Articles of Association, if the Bidder is a Company and if a Partnership Firm then a copy of its Partnership Deed.
- Copies of Bidder's balance sheet and profit and loss account for the preceding 5 years duly audited by Chartered Accountant.
- Banker's Cheque/Demand draft as notified in the tender document as Earnest Money in favour of Sr.DFM/_____Division/_____Rly., / payable at _____should accompany the Bid.
- Proof of having deposited the Cost of Bid Document, either deposit slip issued by Railway or a separate envelope containing demand draft as notified in the tender document super-scribed as "Cost of Bid Document", in case the Bid Document has been downloaded from internet

2.3.3 Packet- B is the Price bid and shall contain all documents specified at Chapter -2 of Section B

2.3.4 Each of the envelopes shall clearly bear the following identification:

"Provision of Catering Services on General Minor Unit (GMU) number: _____ at _____ station for _____ Stall, and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand corner of each of the envelopes.

2.3.5 Each of the envelopes if sent by registered post or couriered shall be addressed to:

ATTN. OF	:	GMU-Tender Notice no
DESIGNATION	:	Sr. Divisional Commercial Manager, _____
ADDRESS	:	Office of Divisional Railway Manager, _____Division, _____ Railway, _____
FAX No	:	

If the Bids are hand delivered they should be dropped in the Bid box provided in Railway office address given above.


10.1.2018

2.3.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.4 Bid Due Date

2.4.1 Bids received by Railway after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected. If the bid sent by registered post or courier arrives at the afore-mentioned address after the submission time on the due date, it will be treated as **LATE** bid.

2.5 NUMBER OF BIDS

2.5.1 In response to this Bid, each Bidder, can submit only one (1) 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 Earnest Money shall be forfeited by the Railway. 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 Railway shall forfeit and appropriate the Earnest Money of all such Bids.

2.6 PROPOSAL VALIDITY

2.6.1 The Bid including the Earnest Money shall remain valid for acceptance by Railway for a period of 180 days from the **last date of submission of bids** as specified as per para 6 of the bid notice. In case of any need, Railway may request the Bidders to extend the period of validity of their bids on the same terms and conditions.

2.7 BID OPENING

2.7.1 Bidders interested may like to be present at the Railway office at the closing time of bid submission and witness the Bid Opening immediately thereafter. Representatives of Bidders shall carry an authority letter from their firm. Bid shall be opened at IST ____ hours. Only the main envelope shall be opened.

2.7.2 All unopened Price Bids shall, however, be kept in an envelope marked as "Price Bids" and shall be sealed in front of the bidders.

2.7.3 Bidders who successfully pass the Techno-Commercial Evaluation as per Chapter-3 of Section-B shall be notified in due course about the opening of the Price Bids. Such Bidders may nominate their authorized representative to attend the opening of Price Bids.

2.7.4 The Price Bids of Bidders, who fail to qualify, the Techno-Commercial Evaluation stage shall be returned to the Bidders unopened.

2.8 AWARD OF BID

2.8.1 Award of Bid shall be governed by evaluation process explained at Chapter 3 of Section-B of this Bid Document.

2.9 Fraud and Corrupt Practices

2.9.1 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, Railway 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 may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, Railway shall:

- (a) Forfeit and appropriate the Bid Security or Performance Security, as determined by Railway, without prejudice to any other right or remedy that may be available to Railway hereunder or otherwise.
- (b) Shall debar the Bidder or Licensee to participate in any Bid, etc. issued by the Zonal Railways/IRCTC during a period of Five Years from the date occurrence of such event.

2.9.2 For the purposes of this Clause 2.9, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **"corrupt practice"** means (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 Railway 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 Railway, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (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 Railway in relation to any matter concerning the award of License;
- (b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, submission of forged/fake documents,
- (c) **"Coercive practice"** means 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;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by Railway with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

2.10 MISCELLANEOUS

2.10.1 Railway in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (a) 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;
- (b) Consult with any Bidder in order to receive clarification or further information;
- (c) Retain any information and/ or evidence submitted to Railway by, on behalf of, and/ or in relation to any Bidder; and/ or
- (d) 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.

- 2.10.2 It shall be deemed that by submitting the Bid, the Bidder agrees and releases Railway, 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 hereto, 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.
- 2.10.3 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.
- 2.10.4 The Selected Bidder shall have to execute the License Agreement in the manner and format as indicated by Railway in this Document and no material changes shall be permitted for submission by the Selected Bidder.
- 2.10.5 Licensee shall supply items to Railways as and when required at approved rates like accidents/unusual incidents



10.1.2018

CHAPTER -3: ELIGIBILITY CRITERIA AND EVALUATION CRITERIA OF BIDDERS

All Bids shall be screened for the eligibility norms as detailed below. Bidder not meeting with anyone or all of these essential norms shall be summarily rejected.

3.1 Legal Status of the Bidder (essential)

3.1.1 The Bidder should be either an individual or sole-proprietor firm or a Company incorporated under the Companies Act, 2013 or a Partnership Firm registered under the Partnership Act, 1932. The bidder shall furnish self-attested copy of Government approved Identity Proof, such as AADHAAR CARD.

3.2 Experience of Catering Business (essential)

3.2.1 For GMU at A1/A Category stations, the Bidder should have a **minimum of three (3) years of catering business experience.**

3.2.2 For GMU at B Category stations, the Bidder should have a **minimum of three (3) years of catering business experience.**

3.2.3 For GMU at C Category stations, the Bidder should have a **minimum of three (3) years of catering business experience.**

The Bidder shall submit a copy of Articles of Association / Partnership Deed where catering / hospitality / food and beverage is covered under the Main Objects clause of the agreement.

3.3 Minimum Annual Turnover (essential)

For GMU at A1/A/B/C class stations the bidder must have minimum annual turnover of 3 times of Indicative License Fee in any one of the previous three financial years from catering business.

Note: Minimum Annual Turnover as stated above will be 4.5 times for GMUs at prime locations of the Station/Platform (to be decided by the Railway) at all categories of stations. However, Minimum Annual Turnover will be escalated by 4.5 times for refreshment rooms at 'B' & 'C' category of stations irrespective of the location at the station/platform.

The bidder would submit audited balance sheet and profit and loss account or Income Tax returns of previous three (3) financial years .i.e. 20XX-YY, 20XX-YY and 20XX-YY, duly certified by the Chartered Accountant.

3.4 Financial standing (essential)

For GMU at A1/A/B/C class stations the bidder must have profit or loss+accumulated reserves + share capital of minimum Rs. 3lakh in the previous three financial years.

Note: Financial Standing as stated above will be escalated by 50% for GMUs at prime locations of the Station/Platform (to be decided by the Railway) at all categories of stations. However, Minimum Financial Standing will be escalated by 50% for Refreshment Rooms at 'B' & 'C' category of stations irrespective of the location at the station/platform

3.5 Domicile of the bidder with reference to the location of the GMU (desirable)

Preference will be given to the bidder having domicile certificate for the municipality/district/state under which jurisdiction the station is falling as per the scoring criteria in the Techno-Commercial bid document. Self-attested Proof of domicile to be attached.

3.6 Additional Mandatory Requirements

3.6.1 All additional mandatory requirements have been enlisted at Annexure A/2, Chapter 1 of Section B of the Bid document. This includes Permanent Account Number, GSTIN Registration, FSSAI etc.

3.7 Evaluation Criteria

3.7.1 Bids which satisfy the above criteria will be called "eligible bid". All eligible bids shall be evaluated in terms of the process defined at Chapter 3 of Section C.

Section B

Chapter 1- Techno-Commercial Bid (Packet A)

Chapter 2- Price Bid (Packet B)

Chapter 3- Evaluation Criteria




10.1. 2018

Section-B

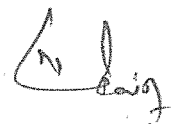
Chapter 1: Techno-Commercial Bid - Packet A

- i. Covering Letter comprising the Bid (Annexure – A/1)
- ii. Mandatory Information for Eligibility (Annexure – A/2)
- iii. Affidavit (Annexure – A/3)
- iv. Techno-Commercial Experience of the bidder (Annexure – A/4)
- v. Supporting Forms for Techno-Commercial experience (Tech Forms 1 to2)
- vi. Self-Declaration Form of Techno-Commercial Experience (Annexure – A/5)
- vii. Power of Attorney for signing of bid (Annexure – A/6)
- viii. Bank Guarantee (Annexure – A/7)
- ix. Declaration for Solvency (Annexure – A/8)

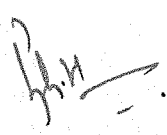
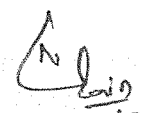
Chapter2: Price Bid - Packet B

- i. Price Bid Submission Form(Annexure – B/1)

Chapter 3: Evaluation Criteria


10.1.2018

CHAPTER- 1
TECHNO-COMMERCIAL BID
(Packet A)

 
10.1.2018

Covering Letter Comprising the Bid

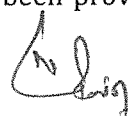
Dated:

To

Sub: Bid for the award of License for "Provision of Catering Services at General Minor Unit Number: _____ at _____ Category station for _____ Stall.

Dear Sir,

1. With reference to your Bid Notice No....., dated, I/we, having examined the Bid Documents 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 that Railway 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 Annexes is true and correct.
3. I/We understand that the submission of Bid/offer does not guarantee the award of the said License
4. I/ We shall make available to Railway any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We recognize that Railway has the right to accept/reject our bid without assigning any reason.
6. I/ We declare that:
 - (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum/Corrigendum issued by Railway;
 - (b) I/We have 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 Section A, Chapter- II of the Bid Document, in respect of any bid or request for proposal issued by or any agreement entered into with Railway
 - (c) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section A, Chapter - II 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.
7. I/ We understand that Railway may cancel the Bidding Process at any time and that Railway is neither bound to accept any Bid that Railway may receive nor to invite the Bidders to Bid for the award of License, without incurring any liability to the Bidders, in accordance with Chapter - II of Section A of the Bid Document.
8. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of the Bid Document, we shall intimate Railway of the same immediately.
9. I/We understand that 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 Railway for further participation in the similar future contracts/licenses of Railway for a period of five (5) years.
10. 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


10.1.2018

the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

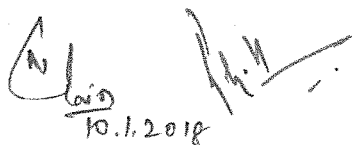
11. I/We have studied all the Bidding Documents carefully and we understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Railway or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of License.
12. The techno-commercial/Price Bid has been submitted by me/us 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.
13. The Earnest Money in the form of a Demand Draft is attached.
14. I/We agree and understand that the Bid is subject to the 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.
15. I/We agree to keep my/our Bid valid for 180 days from the Bid Due Date specified in the Bid Document.
16. I/ We agree and undertake to abide by all the terms and conditions of the Bid Document.
17. We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement till the expiry/termination of the License Agreement.
18. I/We declare that I /We am/are solvent and have enclosed an affidavit in the bidding document (Annexure A/8).
19. I/we declare that I/We have no dues pending to Railways.
20. I/We declare that I/We have not been debarred/blacklisted from participating in bidding process of catering service in Indian Railway by any of the Zonal Railway/IRCTC.
21. I/We declare that I/We have not been convicted in any criminal case and there is no pending criminal case against me/us in any of the courts in India.
22. I/We hereby certify that:
 - ☐ I/We do not currently hold any single renewed license.
 - ☐ I/We hold a single renewed license under affidavit and I/We understand that I/We shall forgo the single renewed license on allotment of a fresh license.
23. I/We have not been debarred from any government contract and no legal action carried by Food Safety Officer (FSO) against me/us.
24. I am fully aware that if I furnish any wrong information/details in the bid document, the same will be rejected by the Railway along with forfeiture of EMD, without assigning any reason during the finalization of the bid. I also accept that Railway has the right to annul the license and terminate the license agreement on knowing that the license has been awarded to me based on the wrong information/details furnished by me in the 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,

Date:

Place:


10.1.2018

(Signature, name and designation of the Authorised Signatory)

Name and seal of the Bidder

Mandatory Information for Eligibility of the bid

For GMU No: _____ at Station: _____ for _____ Stall.

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.

Sl. No	Techno-Commercial Criteria	Details(to be filled by bidder)	Supporting 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 & Fax Number(s)		
4.	Details of Earnest Money for Amount as notified in the tender document in the form of through DD/, in favour of Sr.DFM / _____ division payable at _____		
5.	Specify the Legal Status of the bidder: Company/Partnership Firm/Hindu Undivided Family/Individual/Sole Proprietor firm; In case of a HUF, the tender must be signed by the Karta.		
6.	In case of Firm, registered under the Partnership Act, 1932; Please enclose details of partners along with certificate of registration, details of their business and partnership deed etc. duly attested by Notary		
7.	In case of Company, Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business		
8.	PAN Number of the bidder (Please enclose the self attested photocopy of PAN Card issued by Income Tax Department)		
9.	GSTIN Number of the bidder (Please enclose the attested photocopy of GST Registration Certificate issued by relevant authorities)		
10.	Turnover of the bidder for the preceding three financial years viz. 20xx-xx, 20xx-xx and 20xx-xx. (Please enclose a statement duly certified by a Chartered Accountant)		
11.	Financial standing of the Bidder for the preceding three financial years viz. 2014-15,2015-16 and 2016-17. (Please enclose a statement duly certified by a Chartered Accountant)		

Sl. No	Techno-Commercial Criteria	Details (to be filled by bidder)	Supporting document kept at page No.
12.	Domicile Certificate of the bidder (essential only for bidders wishing to be considered for relevant score) Proof to be attached.		
13.	FSSAI certificate		
14.	Aadhaar of the authorized signatory		
15.	PF registration of the bidder(Please enclose attested photo copy of certificate issued by Provident fund commissioner)		

Note:

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

I/We _____ do hereby declare that the entries made in the above "Annexure– A/2" 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, Railway will have the right to summarily reject the bid, cancel the License or revoke the same at any time without assigning any reason whatsoever.

(Signature of the Bidder)

SEAL

Date: _____

Name:

Address:




10.1.2018

Affidavit

(to be submitted on non-judicial stamp paper of appropriate value of Rs. 100/-)

1. I _____ s/o _____ r/o _____ furnishing this affidavit in my capacity as an individual / partner of firm _____ / Director of Company _____ and solemnly affirm and state as under: -

2. that I/we hold as on date following catering licenses in _____ Division

Sl.No	Name of the unit	At Station	License Period From To	License Fees. (In Rs.)
1				
2				
3				
4				
5				

The ceiling limit on holding of catering licenses shall be governed as per Para no.13 of Catering Policy- 2017 or any amendments as issued from time to time.

VERIFICATION:

Verified at _____ on this _____ day of _____ 20XX, that the contents of the above affidavit are true and correct to my knowledge, no part is false and nothing material has been concealed there from. I further declare that I am duly authorized to make this affidavit.

Date:

Place:

DEPONENT
On behalf of _____

To be Attested by notary public




10.11.2018

TECHNO-COMMERCIAL EXPERIENCE OF THE BIDDER

For GMU No: _____ at Station: _____ for _____ Stall.

1. The form below should be filled by bidder along-with all supporting documents as stipulated in the relevant rows.

S. no.	Techno-Commercial Criteria	Details (to be filled by the 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 any other document like attested copy of Income Tax returns etc)		
2.	Highest Annual Turnover of the bidder from catering business in the preceding 3 financial years (with respect to all Railway / Airport / Bus Station /Industrial/Institutional Canteens/Mess) Please fill this information as calculated in the format below at Form - Tech 1		
3.	Average Financial Standing of the bidder in the preceding three financial years Please fill this information as calculated in the format below at Form - Tech 2		

Note:

1. Railway will evaluate and award Techno-Commercial score to all eligible bids based on evaluation criteria indicated at Annexure A/4 and Annexure A/5
2. **Bids with alterations / cutting / non-compliance of formats or Incomplete in any respect / shall be liable to be rejected.**

I/We _____ do hereby declare that the entries made in the above "Annexure - A/4" 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, Railway will have the right to summarily reject the bid, cancel the License or revoke the same at any time without assigning any reason whatsoever.

(Signature of the Bidder)

SEAL

Date: _____

Name: _____

Address: _____



Form Tech-1

Turnover of the bidder from catering business in the preceding 3 financial years

1. The form below should be filled by bidder along-with all supporting documents as stipulated in the relevant rows.
2. Regarding previous experience in catering, supporting documents (like letter of experience, allotment, certificate of incorporation/partnership deed (or) another document like attested copy of Income tax returns etc.) are to be enclosed.

Provide details of annual revenues for each head, as applicable, for the last 3 financial years:

	20XX-XX	20XX-XX	20XX-XX	Average
List Train numbers				
1.				
2.				
3.				
List Static Unit Number and Station				
1.				
2.				
3.				
Total Revenue (from Railway Catering)				A
Other Catering				
Institutional Clients / Mess / Canteens				
Restaurants				
Franchised outlets				
Airports				
Any Other (please specify)				
Total Revenue (from Other Catering)				B
Grand Total				C=A + B

(Bidders Signature and Date)

Name of the authorized signatory:

Name of the Bidder:

Bidders Seal

(Chartered Accountant's Signature & Date)

Name of the CA:

CA Registration Number:

CA's Telephone / Fax Number

Chartered Accountant's Seal

CA's Address:

Form Tech - 2

Average financial standing of the Bidder in the preceding 3 financial years

1. The form below should be filled by bidder along-with all supporting documents as stipulated in the relevant rows.

Financial standing of the bidder 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

		20XX-XX	20XX-XX	20XX-XX
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 3 years		
Average Annual Financial Standing		Total Financial Standing / 3		

This form should be duly certified by chartered accountant.

(Bidders Signature and Date)

Name of the authorized signatory:

Name of the Bidder:

Bidders Seal

(Chartered Accountant's Signature & Date)

Name of the CA:

Chartered Accountant's Seal

CA Registration Number:

CA's Address:

CA's Telephone/Fax Number

[Handwritten Signature]

[Handwritten Signature]
10.1.2018

**Self-Declaration Form for Techno-Commercial Experience
(For A1,A,B,C category of stations)**

General Minor Unit (GMU) number: _____ at _____ station for
_____ Stall

Please tick at the appropriate box:

S.No	Technical Criteria	Criteria	Score	Tick
1.	Year of Incorporation of the Catering Business (as determined from attached copy of Certificate of Incorporation / Partnership Deed or any other document like attested copy of Income Tax returns etc.)	If experience of catering business, as determined from date of incorporation is		
		6 years or more	10	
		4 years or more, but less than 6 years	8	
		3 years or more, but less than 4 years	5	
		Less than 3 years	Nil	
2.	Average Annual Turnover of the bidder from catering business in any of the preceding three financial years (with respect to all Railway/Airline/Industrial/Institutional Canteens/Mess being operated) Please fill this information as calculated in Form - Tech 1 (Value of "C")	If Average Turnover determined in Form Tech-1, is		
		More than 5 times of the Indicative License Fee	10	
		More than 4 times, but less than 5 times, of the Indicative License Fee	8	
		More than 3 times, but less than 4 times, of the Indicative License Fee	5	
		Less than 3 times of the Indicative License Fee	Nil	
3.	Average Financial Standing of the bidder in the preceding three financial years Please fill this information as calculated in Form - Tech 2	If the average Financial Standing of the bidder as determined in Form Tech-2, is		
		Rs 7 lacs or More	10	
		Rs 5 lacs or more but less than Rs 7 lacs	8	
		Rs 3 lacs, or more, but less than Rs 5 lacs	5	
		Less than Rs 3 lacs	Nil	
4.	Domicile of the bidder (as per proof submitted by the bidder)	If the domicile of the bidder is		
		Within the municipal area or district of the station	10	
		Outside District of the station but within the state	8	
		Outside State	5	

Total = _____ out of 40 points

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

(Bidders Signature and Date)

Name of the authorized signatory:

Name of the Bidder:

Bidders Seal

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 "Provision of Catering Services at General Minor Unit Number (GMU) _____ at _____ Station for _____ Stall", for which proposals are invited by Railway 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 Railway, representing us in all matters before Railway, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with Railway 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 Railway.

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 WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

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

Witnesses:

1. (Notarised)
2.

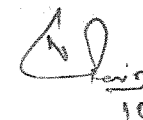
Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 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.

 
10.1.2018

Performance Bank Guarantee Bond

The President of India,
Through the Divisional Railway Manager (Commercial)
_____ Division,
-----Railway.

1. In consideration of the President of India (hereinafter called "Railway") having agreed to accept from _____ (hereinafter called "the said Licensee/s), under the terms and conditions of an Agreement/Acceptance letter dated _____ made _____ between _____ and _____ (hereinafter called "the said License Agreement") the Performance Guarantee for the due fulfillment by the Licensee/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs _____ (Rs. _____ only) we, _____ (indicate the name of the Bank hereinafter referred to as "the Bank") at the request of _____ Licensee/s do hereby undertake to pay the Railway an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by or would be caused to or suffered by the Railway by reason of any breach by the said Licensee (s) of any of the terms or conditions contained in the said Agreement.
2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Railway stating that the amount claimed is by way of loss or damage caused to or suffered by the Railway by reason of breach by the said Licensee/s of any of the terms or conditions contained in the said agreement or any other agreement or by reason of the Licensee/s failure to perform this Agreement or any other Agreement with Railway, any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Railway any money so demanded notwithstanding any dispute or disputes raised by the Licensee(s)/supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Licensee (s)/suppliers (s) shall have no claim against us for making such payment.
4. We, _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, including Maintenance/Warranty Period, and that it shall continue to be enforceable till the dues of the Railway under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____ (office/Department) Ministry of Railway certifies that the terms and conditions of the Agreement have been fully and properly carried out by the said Licensee (s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the _____ (date of completion + 6 months) we shall be discharged from all liability under this guarantee thereafter.
5. We, _____ (indicate the name of the Bank) further agree with the Railway that the Railway shall have the fullest liberty without our consent and without

[Signature]
10.1.2018

affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Licensee (s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the Railway against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Licensee/s or for any forbearance act or omission on the part of the Railway or indulgence by the Railway to the said Licensee(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the bank or the Licensee (s) Supplier (s).
7. We, _____ (indicate the name of Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the Railway in writing.

Date this _____ day of _____ 20__.

For _____
(indicate the name of Bank)

Witnesses (With Signature, name & Address)

1.

2.

Seal of the Bank

Witness 1.:

Signature.....

Name:

Age:

Address:

Witness 2.:

Signature.....

Name:

Age:

Address:

[Handwritten signatures]
10.1.2018

Affidavit

(Self-Declaration Form to be submitted on Non-Judicial Stamp Paper of Rs.100)

**For General Minor Unit Number/Name ____/____ at ____ station of
category ____ earmarked for ____ category**

1. I ____ S/o ____ r/o ____ solemnly affirm and declare
that:-

- (a) I am solvent.
- (b) There are no pending dues to railways from me.
- (c) I have not been debarred from participation in tenders by any Zonal
Railway/IRCTC.
- (d) I have not been convicted in any criminal case, and there is/are no case/cases
pending for criminal activity in any court of law.

2. 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 any Zonal Railway/IRCTC.

(Signature of the Bidder)

Date: _____

Name:

Address:

To be attested by a notary public

[Handwritten signature]

[Handwritten signature]

10.1.2018

CHAPTER-2

PRICE BID

(Packet - B)



10.1.2018

PRICE BID

Location:

Date:

To

Senior Divisional Commercial Manager

____ Division, _____ Railway,

Sub: "Provision of Catering Services at General Minor Unit Number (GMU) _____ at _____ Station for _____ Stall".

Dear Sir:

We, the undersigned, offer to provide "Provision of Catering Services at General Minor Unit Number (GMU) _____ at _____ Station for _____ Stall" in accordance with your Request for Proposal Document and our Techno-Commercial Proposal.

1. I/We accept the terms and conditions mentioned in the Bid Document, which have been clearly understood by us.
2. I/We have duly signed on each page of the Bid Document.
3. I/We abide by all the terms and conditions of Master bid document.
4. I/We further certify that we are ready to provide catering services within the timeframe given by the Railway and as per the terms and conditions of the Bid Document and in the agreement to be executed between the parties
5. I/We understand that Railway reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.
6. The indicative License Fee payable per annum, for this GMU as determined by Railway is Rs. _____.
7. I/We am/are aware that the license fee quoted hereunder does not include GST. I/We also understand that I/We will pay the GST on license fee @ _____% (as applicable) to Railway in addition to the following license fee quoted which will in turn be paid by Railway to the concerned Government Department.

The annual license fee offered, **payable in annually**, is in the table below:

(In Indian Rupees only)

Particulars	Amount in Figures (Rupees)	Amount in Words (Rupees)
License fees payable to Railway per annum (This license fee quoted is exclusive of GST and all other applicable taxes)		

Our Price Bid shall be binding upon us subject to the modifications resulting from negotiations, up to expiry of the validity period of the Bid Document.

Yours sincerely,

Signature of Authorized Signatory:

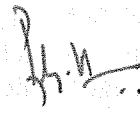
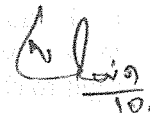
Name and Title of Signatory:

Name of Firm:

Address:

Note:

1. In case of discrepancy in the amount quoted in figures and words, the amount written in words will be taken in to consideration.
2. Bids with overwriting, correction or insertion in the table above shall be rejected.

10.1.2018

CHAPTER- 3: EVALUATION CRITERIA

3.1 Opening and Evaluation of Bids

- 3.1.1 Railway shall open the Bids at ___ hours on the Bid Due Date, at the place specified in Clause 2.4 of section A and in the presence of the Bidders who choose to attend. However, Bid for which a notice of withdrawal has been submitted in shall not be opened and shall be returned to the bidders unopened.
- 3.1.2 Railway will subsequently examine and evaluate the Bid along with requisite documents in accordance with evaluation parameters comprising of Techno-Commercial as well as financial yardsticks indicated hereunder.
- 3.1.3 To facilitate evaluation of Bids, Railway may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Test of responsiveness

- 3.2.1 Prior to evaluation of Bids, Railway shall determine whether each Bid is responsive to the requirements of the Document. A Bid shall be considered responsive only if:
- (a) It is received as per formats at Chapter – 1 (Packet-A) and Chapter – 2 (Packet-B) of Section -B.
 - (b) It is received by the Bid Due Date including any extension thereof.
 - (c) It is signed, sealed and marked as stipulated in Section A para 2.2 and 2.3.
 - (d) It is accompanied by the Power of Attorney as specified in Chapter – 1 of Section B, as the case may be;
 - (e) 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);
 - (f) It contains an attested copy of the receipt for payment towards the cost of this Document as notified in the tender document to Railway;
 - (g) It is accompanied by the receipt of Earnest Money as notified in the tender document in the form of Bank Demand Draft drawn on any Scheduled Bank in India.
 - (h) It does not contain any condition or qualification;
- 3.2.2 Railway reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Railway in respect of such Bid.

3.3 Evaluation

Such bids which clear the 'test of responsiveness' at para 3.2 above, will be called "responsive bids" and only "responsive bids" shall be considered for evaluation. Evaluation of Bids shall be done by Railway through a committee comprising of members as per the delegation of powers decided by Railway. No Bidder shall have the right to challenge the decision of the Committee.

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time Railway 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, Railway and/ or their employees/ representatives on matters related to the Bids under consideration. However, when Railway calls for any information / clarification, it should be supplied by the Bidder expeditiously."

3.5 Selection Process

3.5.1 The responsive bids shall be evaluated in the following manner:

- a. Scrutiny of bids for Minimum Eligibility as per Chapter 3 of Section A. Such bids that meet with the eligibility criteria will be called "eligible bids"
- b. The eligible bidders will be evaluated techno-commercially and awarded a Techno-Commercial Score to assess the capability of the eligible bidder(s) on the basis of scrutiny of information provided in Annexure - A/4 (Tech Form 1 to Tech Form 2) and the scoring scale at Annexure - A/5
- c. The Highest Techno-Commercial score (HTS) secured by any of the bids will be the **base Techno-Commercial index.**
- d. **All bids whose techno-commercial score is more than or equal to 50% of HTS will be "techno-commercially qualified" for consideration of Railway Administration.**
- e. 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"
- f. Highest Priced bid will be selected for award of contract
- g. In the event of highest price being the same for more than one bid, bid with higher techno-commercial score should be considered by award of contract.

3.5.2 After selection, a Letter of Award (the "LOA") shall be issued by Railway to the Selected Bidder and the Selected Bidder shall, within Seven (7) 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, Railway may, unless it consents to extension of time for submission thereof, forfeit the Earnest Money of such Selected Bidder. Thereafter there shall be re-tendering. It is clarified that in case the Selected Bidder refuses to accept the LOA, the earnest money will be forfeited and it will be debarred from participating in the Bidding process for all catering contracts over Indian Railways including IRCTC for a period of five (5) years. This is without prejudice to the rights of Railway administration under the law of contract.

3.5.3 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the License Agreement, as per Master License Agreement at Section-D, with Railway within the period of 15 days of the receipt of the LOA. The Selected Bidder shall not be entitled to seek any deviation in the License Agreement.

3.5.4 The Licensee (Selected Bidder) shall be required to submit a Security Deposit as per Article 5 of the Master License Agreement at Section -D.

3.5.5. Railway will provide space for erecting the stall. The licensee (Selected Bidder) shall be required to fabricate the modular stall as per the specifications of design and material, authorized and approved by Railway and commence business within 30 days of receipt of communication informing provision of space from Railway. The Commencement date of license will be the date of erection of stall or 30 days from the date of receipt of communication informing provision of space from Railway, whichever is earlier.

3.5.6 If the highest bidder (H1) withdraws or fails to take up or to start the contract, he shall be debarred by Railway for further participation in all catering contracts over Indian Railways including IRCTC for a period of five (5) years.

 
10.1.2018

Section C

1. Special Conditions of Contract I

2. Special Conditions of Contract II


10.1.2018

SPECIAL CONDITIONS OF CONTRACT - I
(Menu, Quantity and Rates for Janta Meals)

TARIFF FOR JANTA MEAL, STANDARD BREAKFAST, TEA/COFFEE, ETC.

S.No.	Item	Tariff (Rs)
	<u>As provided by Railway Board/Zonal Railway</u>	

DETAILS OF MENU

S.No.	Item	Tariff (Rs)
	<u>As provided by Railway Board/Zonal Railway</u>	

Items for Catering & Vending

Sl. No	Item
	<u>As provided by Railway Board/Zonal Railway</u>

Note:

- a. **A-la-carte Items to be sold at rates & weights as approved by Railway from time to time.**
- b. **Railway may change the rates & weights of standard items from time to time and the license shall abide by the changes.**

[Signature]

[Signature]

10.1.2018

SPECIAL CONDITIONS OF CONTRACT - II

(Hygiene and Quality Parameters for Handling Raw-materials, Food, Packaging at Refreshment Rooms at Stations)

HYGIENE AND QUALITY PARAMETERS FOR KITCHEN, FOOD HANDLING, CLEANLINESS, PACKAGING

The manual on quality for food and personal hygiene will define good hygiene practices to be followed in base kitchens, refreshment rooms, food plazas, food handling in Mobiles and catering services at stations. 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. Hazard Analysis Critical Control Point, HACCP, is a food handling and operation approach which promotes food safety by identifying food hazards and applying and monitoring necessary control measures at points critical to safety. The HACCP approach is being actively encouraged for ensuring food hygiene. It is necessary to maintain 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. The Licensee is expected to follow the above mentioned approaches.

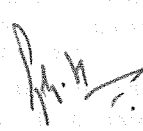
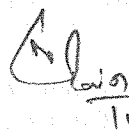
In particular, Licensee has to ensure full care for the following:

1. Purchase of Raw Material from reputed suppliers who are FSSAI compliant.
2. Storage of raw materials in store rooms free from any contamination and at appropriate temperatures
3. Identification and Segregation of "perishable" raw materials and labeling them with expiry date/time.
4. Temperature should be checked at the time of procurement especially for milk & milk Product : $<5^{\circ}\text{C}$ and for Non Vegetarian $<10^{\circ}\text{C}$
5. Observe presence of dust and foreign material like stones, hairs, nuts, bolts, wires, staples, feathers, rat droppings, papers, cigarette ends, earrings, fingernails, buttons, pen tops etc. and discarded such batches / lots.
6. Food should be placed 18 inches above the ground, in an area free from contamination.
7. The entire facility, including the floors, walls, ceilings, windows, screens, doors etc. must be cleaned at regular intervals to prevent any accumulation of rubbish.
8. All food contact surfaces should be cleaned and sanitized after every use.
9. The production area must be thoroughly cleaned at least twice in every 24 hours. The recommended cleaning procedure is a wet wash with detergent
10. Drains should not get clogged which leads to foul smelling organic matter.
11. Remove all waste material deposited on the grates and shelves. This will keep drains from clogging and emitting foul smell.
12. No smoking or pan or tobacco chewing should be allowed in the premises.
13. No cobwebs or dust should gather on walls, windows, doors and skylights.
14. Maintain weekly schedule for thorough cleaning. Nominate a day for the purpose and display it prominently.
15. Leftover food items should be condemned
16. Scales will be thoroughly cleaned between the weighing of different goods, especially raw products. Separate scales will be provided for raw meat and high risk foods, each clearly marked for intended use.
17. Containers used for the receipt, storage or distribution of goods will be kept scrupulously clean and dry.
18. Steps will be taken to ensure that cross-contamination does not occur during delivery, stock rotation and storage.
19. Correctly place and use refrigerators
20. Proper packing of food with packaging grade material.
21. Only potable water should be used for drinking, food preparation, drink dispensers and ice making. Wherever necessary water will be filtered and treated on-site to ensure all water for these uses is potable. UV water purifier should be provided for supply of potable water.
22. Food preparation equipment, food etc will not be stored under sinks.
23. Sinks will be cleaned thoroughly after every use.

24. Adequate hand washing facilities should be provided in readily accessible positions throughout food handling areas.
25. Food preparation equipment and utensils should be cleaned immediately after use.
26. Cooking equipment and storage racks should be located so as to enable areas below and around to be easily cleaned.
27. Equipment used for raw meat or vegetable preparation should not be used for cooked or other high risk food preparation.
28. Supply of first aid equipment should be available for use.
29. Emergency numbers should be displayed prominently.
30. All staff handling food will wear suitable clean protective clothing / uniform
31. Protective headgear will be worn to ensure hair and dandruff do not contaminate food or surfaces.
32. Annual medical examination of all staff has to be ensured and a fitness certificate issued.
33. Skin lesions, boils, rashes cuts and discharge from any site are hazardous and can contaminate food with food poisoning bacteria. Such staff members should be excused from food handling till cured.
34. Scrupulous personal cleanliness is essential to clean food handling and the highest standard must be achieved and maintained at all times by those responsible for food storage, preparation, cooking and service.
35. Food should be touched by hand only when there is no alternative-and hand cleanliness is the basic rule of hygiene.
36. Nails must be kept short and scrupulously clean and not bitten. Nail varnish is not permitted.
37. Skin cleanliness is essential. Therefore a daily bath or shower is recommended.
38. Feet should be covered with suitable footwear.
39. Food or drink should not be consumed while working in food handling areas.
40. Smoking at GMU is not permitted.
41. All staff must receive appropriate food and personal hygiene training to ensure that they are able to comply with the hygiene requirements. Initial training should be given on induction and refresher training undertaken on annual basis.
42. Pest control measures have to be adopted with schedule of pest control to be displayed. Regular AMC schedule should be followed.
43. Adequate space with separate provision for storage of raw material, cleaning and dressing, preparation of food, packaging and delivery.
44. Use adequate number of bins for garbage collection. Segregation of waste should be done as bio-degradable and bio non-degradable.
45. Place bio-degradable bags in garbage bins for easy disposal and proper handling. These should be cleaned outside the production area. Avoid use of metallic dustbins, which become rusted over a period of time
46. All garbage bins must be labelled and cleaned and sanitized regularly. Garbage must be disposed off suitably at the designated location outside the station/maintenance area.
47. Regular in-house audit must be undertaken by a trained staff once-every week, and items recorded.
48. External audit will be undertaken periodically by an independent agency/Railway, and items recorded for compliance.
49. Refreshment Rooms will be allowed to cook.

AND/OR

Any other special conditions may be formulated by the Zonal Railway, if required, within the ambit of Catering Policy and any new rule/Act which may become enforceable by only Local/State/Central Govt. The special conditions will be notified before the issue of bid notice.



 10.1.2018

SPECIAL CONDITIONS OF CONTRACT - II
(Hygiene and Quality Parameters for Static Catering Stalls on Platforms)

HYGIENE AND QUALITY PARAMETERS FOR KITCHEN, FOOD HANDLING, CLEANLINESS, PACKAGING

The manual on quality for food and personal hygiene will define good hygiene practices to be followed in base kitchens, refreshment rooms, food plazas, food handling in Mobiles and catering services at stations. 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. Hazard Analysis Critical Control Point, HACCP, is a food handling and operation approach which promotes food safety by identifying food hazards and applying and monitoring necessary control measures at points critical to safety. The HACCP approach is being actively encouraged for ensuring food hygiene. It is necessary to maintain 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. The Licensee is expected to follow the above mentioned approaches.

In particular, Licensee has to ensure full care for the following:

1. Food should be placed 18 inches above the ground, in an area free from contamination.
2. All food contact surfaces should be cleaned and sanitized after every use.
3. Remove all waste material deposited on the grates and shelves.
4. No smoking or pan or tobacco chewing should be allowed in the premises.
5. No cobwebs or dust should gather on walls, windows, doors and skylights.
6. Maintain weekly schedule for thorough cleaning.
7. Leftover food items should be condemned
8. Steps will be taken to ensure that cross-contamination does not occur during delivery, stock rotation and storage.
9. Correctly place and use refrigerators
10. Proper packing of food with packaging grade material.
11. Only potable water should be used for drinking, food preparation, drink dispensers and ice making. Wherever necessary water will be filtered and treated on-site to ensure all water for these uses is potable.
12. Food preparation equipment and utensils should be cleaned immediately after use.
13. All staff handling food will wear suitable clean protective clothing / uniform
14. Protective headgear will be worn to ensure hair and dandruff do not contaminate food or surfaces.
15. Annual medical examination of all staff has to be ensured and a fitness certificate issued.
16. Skin lesions, boils, rashes cuts and discharge from any site are hazardous and can contaminate food with food poisoning bacteria. Such staff members should be excused from food handling till cured.
17. Scrupulous personal cleanliness is essential to clean food handling and the highest standard must be achieved and maintained at all times by those responsible for food storage, preparation, cooking and service.
18. Food should be touched by hand only when there is no alternative-and hand cleanliness is the basic rule of hygiene.
19. Nails must be kept short and scrupulously clean and not bitten. Nail varnish is not permitted.
20. Skin cleanliness is essential. Therefore a daily bath or shower is recommended.
21. Feet should be covered with suitable footwear.
22. Food or drink should not be consumed while working in food handling areas.
23. Use adequate number of bins for garbage collection. Segregation of waste should be done as bio-degradable and bio non-degradable.
24. Place bio-degradable bags in garbage bins for easy disposal and proper handling.
25. All garbage bins must be labelled and cleaned and sanitized regularly. Garbage must be disposed off suitably at the designated location outside the station/maintenance area.
26. External audit will be undertaken periodically by an independent agency/Railway, and items recorded for compliance.
27. There should be no cooking on platforms at suburban stations and for other stations except for items which could be prepared through electrically operated equipments only.

AND/OR

Any other special conditions may be formulated by the Zonal Railway, if required, within the ambit of Catering Policy and any new rule/Act which may become enforceable by only Local/State/Central Govt. The special conditions will be notified before the issue of bid notice.

Section D

Master License Agreement

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10.1.2018

SECTION D

MASTER LICENSE AGREEMENT

between

_____ **Railway**

and

THE LICENSEE

Date:_____

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10.1.2018

MASTER LICENSE AGREEMENT

This Master License Agreement (the "Agreement"), is executed at ____ on this ____ day of ____ 20____,

BETWEEN

The President of India, acting through the Divisional Commercial Manager, ____ Division ____ Railway, (hereinafter referred to as "**Railway**" which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors, permitted assigns) as party of the First Part;

AND

____, a company/Partnership/ incorporated under the laws of _____ and having its registered office at _____ (hereinafter referred to as "**Licensee**" which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its such defined affiliates as set forth herein this Agreement, successors, permitted assigns and affiliates of Licensee) as party of the Other Part;

"Railway" and "Licensee" shall hereinafter be collectively referred to as 'Parties'.

WHERE AS:

- A. Railway has mandated under the Catering Policy 2017 ("**Policy**") to improve, inter-alia, the quality of catering services for providing food and beverage services to passengers.
- B. The Licensee, inter-alia, is currently engaged in the business of catering services.
- C. Railway, pursuant to Bid Notice Number _____dated _____, floated a Bid for the license for "**Provision of Catering Services at General Minor Unit (GMU) number: ____ at ____ station for ____ Stall**".
- D. On the basis of the evaluation of the various bids received by Railway, including the bid response by the Licensee, Railway has confirmed to the Licensee that it is established as the 'Selected Bidder' on the basis of the commercial and technical evaluation;
- E. In terms of the Bid, the submissions of the Licensee and such other subsequent discussions between the Parties, the Parties hereby agree to confirm the license arrangement on such terms and conditions as set forth herein, after regarding the requirements of the Bid as the sacrosanct basis for the arrangement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERSTANDINGS HEREIN SHARED BETWEEN THE PARTIES, THE PARTIES, HEREBY AGREE AS FOLLOWS:

ARTICLE 1: SCOPE OF THE ARRANGEMENT

- 1.1 The parties agree that the scope of services shall be principally to operate, manage and supply catering services on the GMU from the commencement date of operations. Railway will provide space for erecting the stall. The commencement date of license will be the date of commencement of sale after erection of stall, or 30 days from the date of receipt of communication informing provision of space from Railway, whichever is earlier.
- 1.2 This Agreement confirms and establishes that the scope of the arrangement between the parties shall be governed by the provisions of Annexure I (Scope of services to be rendered by the Licensee)
- 1.3 It is agreed by the Licensee that the norms with regard to catering charges payable to Licensee for providing catering services on the GMU are also subject to the pre-determined prices as set forth in **Annexure II** of this Agreement. The Licensee also hereby confirms and acknowledges that Railway shall have the absolute right and discretion to change and modify the prices set forth in **Annexure II** without any need

for prior discussion with the Licensee and the decision of Railway shall be strictly enforced by the Licensee during the Term of this Agreement.

ARTICLE 2: COMMENCEMENT OF OPERATION UNDER THE LICENSE

- 2.1 Pursuant to the scope of services to be provided by the Licensee, the parties agree that the plan for the commencement of operations shall be undertaken by the parties. It shall be the duty and the exclusive obligation of the Licensee to propose the plan for commencement of operations which shall be subject to the approval by Railway. Any changes suggested by Railway in the proposed plan shall be also duly implemented by the Licensee prior to commencement of operations. Howsoever, the licensee shall commence operation as laid down in Article 1.1 of this license agreement.
- 2.2 The Licensee hereby undertakes that Licensee shall be bound to comply with all submissions, commitments & representations made in response to the Bid unless agreed otherwise in this Agreement.

ARTICLE-3: TENURE OF THE AGREEMENT

- 3.1 The Tenure of the Agreement will commence on the Commencement Date, as provided in Article 1.1, as **Five (5) years** only and subject to the provisions of Article 9 and Article 17 herein below, if not terminated.
- 3.2 There will be no extension/renewal.

ARTICLE-4: FINANCIAL TERMS AND CONDITIONS

4.1 Collection of Revenue by the Licensee

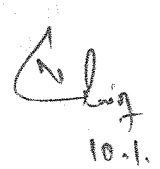
The Licensee is authorized to collect revenues (inclusive of tax) on issue of computerized billing for all items sold in the unit, directly from passengers in consideration of having rendered catering services on the GMU. The licensee shall also ensure computerized billing for all the items sold in the unit and the licensee shall provide the facility for cashless transaction viz. POS/Swipe machine, BHIM, Mobile Wallets Bharat QR code, any new schemes/tools/instruments introduced by Government of India or Ministry of Railways for promoting cashless transaction etc. compulsorily available in the unit.

4.2 License Fee

- (a) The License Fee, for the entire duration of License is **Rs. [•] (Rupees [•] only)** (hereinafter "License Fee"). The annual breakup of the License Fee will be as follows:

First Year	Rs. [•] (Rupees [•] only)
Second Year	Rs. [•] (Rupees [•] only)
Third Year	Rs. [•] (Rupees [•] only)
Fourth Year	Rs. [•] (Rupees [•] only)
Fifth Year	Rs. [•] (Rupees [•] only)

- (b) In consideration of the provision of the services and the Bid submissions of the Licensee, the Licensee shall pay to Railway an agreed sum of Annual License Fee every year in the entire duration of the license.

 
10.1.2018

- (c) The licensee (Selected bidder) shall pay the annual license fee within 15 days on receipt of LOA for the first year of license.
- (d) The Annual License Fee shall be payable in advance for each year fifteen (15) days prior to the commencement of each year of the license, from second year onwards.
- (e) In consideration of the award of the License to the Licensee, the Licensee shall be liable to pay Annual License Fee. The license fee will be fixed for the first three years and in the fourth year it will be enhanced by 10% .License fee for the fourth and fifth year will remain same. There will be no other increase in the License Fees during the tenure of contract (including in case of revision in menu and tariff), other than this increase of 10% in the fourth year.
- (f) The License Fee payable to Railway by the Licensee shall be net of the deduction of tax at source (TDS), if applicable, under the governing law from time to time during the tenure of the Agreement.
- (g) There will no separate charges payable towards rent for building /land, vendor's fee and conservancy charges etc., except electricity and water charges, which will be based on actual consumption.
- (h) The Licensee will be required to pay all the charges as per the contract agreement and all statutory duties/charges/levies/taxes, etc. (including GST) would also be borne by the licensee as and when due or whenever any new tax is notified.

4.3 Failure/ Delay in deposit of License Fee

Without prejudice to any other right that may be available to Railway in this Agreement or otherwise, any delay in payment of License Fee shall attract interest **@18% per annum**, calculated for the number of days of default. Railway shall terminate the license, in case the licensee fails to make payment within 90 (Ninety) days of due date.

4.4 Payment of taxes

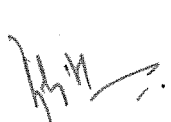
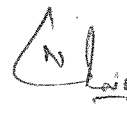
The tariff is inclusive of taxes. Licensee, thus, agrees that all taxes payable on account of the grant of license including GST etc. shall be borne by the Licensee exclusively and that the Railway shall not be responsible towards the same at any time during the term. Furthermore, in the event that any new tax is imposed or an existing tax enhanced under a governing law upon the services/deliverables of the Licensee, then the licensee will be permitted to collect the new/revised tax from the passengers; the liability of payment of Tax to the Government agency shall be also borne by the Licensee exclusively.

4.5 Mode of Payment

Any payment payable by the Licensee to Railway under this Agreement shall be paid through the Licensee's own account vide demand draft or banker's cheque made in favour of [•] payable at [•].

4.6 Recovery of outstanding dues

Notwithstanding anything contained in this Agreement, the Railway shall be at liberty to receive any payments /outstanding dues including penalties against the Licensee, in any of the contracts over Indian Railway entered in to by the license (an individual licensee includes a partnership firm in which the individual licensee is a member), from the Security Deposit provided by the Licensee after which Railway shall communicate to the Licensee of such deductions. In such an event, the Licensee shall be obligated to ensure that the Security Deposit is restored to its original value within seven (7) working days from such deduction failing which the same shall be deemed as material breach by the Licensee and entitle the Railway to terminate this Agreement.

 
10.11.2018

ARTICLE-5: SECURITY DEPOSIT

- 5.1 As mentioned elsewhere in this Agreement, the Licensee shall furnish to Railway (in the manner and form acceptable to Railway) a Security Deposit for an amount equal to 10% (ten percent) of the Total License Fee for the entire duration of the License within 15 (fifteen) days on receipt of LOA.
- 5.2 Security Deposit shall be paid in the form of Bank Draft/Performance Bank Guarantee (PBG) / Cash (deposited with Chief Cashier of the Railway,). The said BG shall be paid for in the manner as set forth in the Bid. The said PBG shall be given in format provided at **Chapter 1 of Section B**), valid for the Term of the Agreement and a period extending 6 months beyond the Term of the Agreement. Security Deposit will be returned after the contract has been completed successfully, the unit has been vacated by the Licensee and handed over to Railway as per para 6.25 of the Agreement, and there are no dues pending on the Licensee.
- 5.3 Notwithstanding anything mentioned in this Agreement, upon any default or breach of obligations by the Licensee under the Agreement, Railway may at its sole discretion draw upon the Security Deposit to satisfy its claims against the Licensee by imposition of Penalties or otherwise, irrespective of any other remedy under this Agreement.

ARTICLE-6: RIGHTS AND OBLIGATION OF THE LICENSEE

6.1 General

- (a) The Licensee hereby agrees to fulfill all technical and commercial requirements set forth in the Bid as well as all the commitments made in its response to the Bid.
- (b) Without prejudice to the aforesaid, it is represented by the Licensee that all services will be performed in a professional manner by its personnel and that the said performance by Licensee shall be in accordance with the 'Desired Performance Levels' as described in Special Condition of Contract -II and as communicated by Railway from time to time.
- (c) The Licensee warrants that during the Term of this Agreement, the Licensee shall at all times be responsible for ensuring that the catering service at the GMU is undertaken with utmost care and diligence.
- (d) The Licensee also hereby assures Railway of the quality, suitability and the warranties of all the food and related services under the Agreement, over and above the 'Desired Performance Levels' assured to Railway. The Licensee represents and warrants that the principle liability for the quality, suitability and warranties for catering service shall be of the Licensee and that all products will be in conformity with the requirements of the law as well as those stipulated by Railway from time to time. The Licensee hereby covenants that no exception to the liability, guarantee & assurance of the Licensee shall apply with regard to food and the services thereof.

6.2 Certificates/Permissions

The Licensee shall obtain necessary certificates/permissions required by law such as food license, FSSAI Certification, test reports for various food items, etc. 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 Licensee will be solely responsible for its penalty and consequences.

6.3 Display of menu and tariff, etc.

The Licensee shall exhibit menu, tariff and list of food items to be sold in the GMU as may be agreed upon from time to time by the Railway. The Licensee shall also ensure that printed menu cards bearing the name of the concerned Railway should always be available at the GMU and provided to the passengers on demand. The Licensee shall seek prior approval of the Railway before printing of menu cards. There shall be compulsory and prominent display arrangements of tariff in the unit.

Display of weight, name of manufacturer/contractor, date of packaging, veg/non-veg. code, price, alongwith scannable QR code (if possible) on all cooked food items to be sold by the static catering units will also be mandatory.

6.4 Sale of items with the Railway's prior approval

The Licensee shall not sell items other than those approved by the Railway. If sale of unauthorized items is detected in contravention to approved items, Railway 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.

6.5 Right of user only

The Licensee will only provide the catering services on the GMU and will have the right of user only on leave and license basis. The cost of Construction/Fabrication of Stall will not be refunded at any time.

6.6 Compliance of Food Adulteration Act and other statutory laws

The Licensee shall be responsible for compliance with applicable laws such as Food Safety & Standard Act, 2006 or any other amendments thereto. There shall be compulsory and prominent display arrangements of FSSAI certification in the unit.

(a) The Licensee shall be responsible for compliance with applicable laws such as GST, provident fund, labour laws or any other applicable laws for the time being in force.

(b) The licensee shall submit a monthly list of staff employed by him/her to the Railway Administration and the list should also contain the details of Name of employee, Aadhar No., Savings Bank Account number, EPFO Number, Group Insurance No., if any, PAN CARD No., Mobile No., ESIC No.

(c) The licensee shall provide the employee with a printed salary statement giving all details of salary along with deductions and net salary payable along with bank account number to which salary has been credited.

(d) The employee of the licensee should have a valid Medical Certificate of fitness and Police clearance certificate at all times.

(e) Railway shall not be responsible for compliance of any laws applicable with respect to carrying out the catering activity by the licensee relating to catering, tax, its employees or any other related matter. The licensee shall be solely responsible for following all the laws applicable in this regard. In case of any harm to Railways, it shall be indemnified by the licensee.

6.7 Maintenance of proper hygiene, cleanliness, etc.

The Licensee shall be responsible for ensuring the quality and quantity, maintaining proper hygiene and cleanliness while handling raw materials, preparation, packaging, supply, service, etc. of food/meals in accordance with the parameters specified herein and in the bid documents. Licensee shall abide by the instructions issued by the railway from time to time in this regard.

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10.1.2018

6.8 Ceiling Limits

At the time of awarding of license, Railway shall ensure that the ceiling limits of number of stall as prescribed in the Catering Policy 2017, para 13 and as amended from time to time are complied with. The Licensee shall submit an affidavit declaring the details of the catering units held by him in _____ division in the prescribed format at the time of bidding and Railway shall maintain a data base for verifying these details at the time of award of license, It will be notified through Railway websites and also reconciled at regular basis. The current ceiling limit is a maximum of 5 (five) units per Division.

6.9 No unlawful/illegal activity

The Licensee and/or its staff shall not carry on any unlawful, immoral or illegal activity in the GMU and/or at the station(s). It is clarified that if the Licensee suffers any loss or damage on account of the Licensee being restrained by the Railway or any other competent authority for indulging in illegal activities or any contravention of any law, the Licensee shall not be entitled to any compensation whatsoever.

6.10 Provision of suggestion/complaint book

The Licensee shall keep a suggestion/complaint book 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.

6.11 No use of plastic material

The Licensee shall, in rendering catering services, not use plastic material but eco-friendly/biodegradable packaging material for supply of food items; good quality glasses/paper cups for serving tea/coffee, etc.

6.12 Collection of garbage

Licensee shall be responsible for availability/provision of adequate number of garbage bins at appropriate places. Licensee shall also ensure to place bio-degradable bags in garbage bins for easy disposal and proper handling. These should be cleaned outside the production area. Licensee shall avoid use of metallic dustbins, which become rusted over a period of time. Segregation of waste should be done as bio-degradable and bio non-degradable. Licensee shall be responsible for disposing the garbage suitably as per the instructions framed by Railway/ Division. All garbage bins must be labeled, cleaned and sanitized regularly. All instructions in regard to disposal of garbage issued by Health, Mechanical and Commercial Directorate are to be adhered to by licensee.

6.13 Issue of proper bills, etc.

The Licensee shall issue proper bill(s)/receipts(s) against the sale of food items/beverages to the customers of the GMU. The licensee shall also ensure computerized billing for all the items sold in the unit and the licensee shall provide the facility for cashless transaction viz. POS/Swipe machine, BHIM, Mobile Wallets etc. compulsorily available in the unit.

6.14 Cooking in the GMU

Except or otherwise provided in the bid document and/or this Agreement, the Licensee shall not cook anything in the GMU.

6.15 Ban on sale of products

The Licensee shall not sell/distribute tobacco products, wine, beer or any other alcoholic drink or any other item prohibited by law on the GMU. Further, the Licensee shall not use beef/pork in any form in any food items served to customers.

[Handwritten signatures and date]
10.1.2018

6.16 Food articles not to be kept on floor, etc.

- a) The Licensee shall ensure that the catering staff shall not keep any food article on the floor of the GMU. The Licensee shall ensure that the catering staff shall not carry any food item in their pockets/card boxes/mineral water cartons, etc. and only container should be used for these purposes.
- b) The Licensee shall not stock any items outside the stall or on the platform, if found the items will be seized and action will be taken accordingly.

6.17 Presence of Licensee/authorized Manager

The Licensee or a duly authorised and competent Manager appointed and paid by the Licensee shall remain present in person to manage or supervise the business to be carried on under the provisions of this agreement and to ensure that the obligations of Licensee under the Agreement are duly performed and observed. In addition, Licensee or a duly authorised and competent Manager, appointed by the Licensee shall remain available at the location mutually decided between the parties for ease of administration of performance of license to the satisfaction of the Railway. The name(s) of the Manager will be advised by the Licensee to the Railway from time to time.

6.18 Staff Uniform, Identity cards, etc.

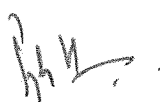
- (a) The Licensee shall provide distinctive uniforms for catering staff with their identity cards. The style and pattern of the uniform shall be as approved by the Zonal Railway/Division. Division shall approve the vending staff employed, the copy of such approval to be available in the stall at all points of time.
- (b) The Licensee shall ensure that the catering staff at all times display the nameplate.
- (c) The Licensee shall ensure that the catering staff to be deployed at the GMU must be well groomed.

6.19 Bonafide Staff of the Licensee

- (a) The Licensee shall not permit anyone except the bonafide staff of the Licensee to man the GMU and ensure that the staff shall not carry any article of any description other than those required for the fulfillment of the obligations contained herein.
- (b) The staff of the licensee will carry valid authority and medical fitness certificate to be issued by a Registered Medical Practitioner on the request of the Licensee to ensure the staff handling preparation and service of food are not suffering infectious diseases. The Licensee shall ensure that the identification card of the staff should be duly attested by the Railway.

6.20 Enquiry into the antecedents of the Licensee's employees

The licensee shall not in any capacity employ any person of bad character or any person, whose antecedents have not been investigated / certified by the Police Authorities/MP/MLA/MLC/ Councilor/ Gram Panchayat Sarpanch/1st Class Magistrate / Gazetted Officer and shall issue an appointment certificate (signed by the Licensee) which shall contain a photograph of the employed with his or her left/right hand thumb impression affixed thereon in Printer's ink which he/she will carry with him/her while on duty. The expenses for such verification are to be borne by the Licensee.



6.21 Provision of equipment

The Licensee will arrange his own equipment for satisfactory provisions of services.

6.22 Provision of first aid box

The Licensee shall provide and maintain First Aid box for rendering first aid to the catering staff in the GMU and shall provide training to the concerned catering supervisory staff from the medical authorities. The Licensee shall ensure that requisite certificates in this regard should be available with the GMU Manager.

6.23 Maintenance of proper records, etc.

The Licensee shall maintain proper and full records viz., accounts, vouchers, bills, Sales Register, tax, etc. pertaining to the GMU and make it available for inspection by the Railway to ascertain the Gross Sales Turnover.

6.24 Damage to Railway Property

The Licensee shall be responsible for any damage caused to Railway property provided, arising due to the acts of omission or commission of the staff of the Licensee.

6.25 Handing over of GMU on expiration/termination of the Agreement

Upon expiration or termination of this Agreement the Licensee shall immediately (within 72 hours) vacate the GMU and shall deliver the vacant possession of the GMU to the Railway along with the Railway' fixtures and fittings therein in good condition. In default, the Railway shall be entitled to enter and take possession of the GMU and to lock up the same or remove the furniture or other articles of the Licensee that may be lying there and to dispose of the same by sale or otherwise without being liable, for any damages, and all expenses incurred in connection therewith, shall be deducted by the Railway from the sale proceeds or from the Security Deposit or outstanding dues of the Licensee.

6.26 Information

The Licensee shall furnish all information, record, etc. within ten (10) days as may be required by the Railway from time to time, failing which the Railway reserve the right to impose suitable penalties on the Licensee including termination of the Agreement.

6.27 Compliance of Instructions

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

ARTICLE-7: RIGHTS AND OBLIGATIONS OF RAILWAY

7.1 General

- (a) It is agreed by Railway that the principal obligation upon Railway towards the Licensee under the Agreement, shall be to render assistance (as mutually agreed by the parties) to the Licensee during the finalization of the plan for commencement of operations.
- (b) If the Licensee requires any reasonable assistance from Railway in addition to assistance mutually agreed by the parties, then the same may be conveyed by the Licensee to Railway which request shall not be unreasonably denied by Railway.
- (c) The Railway shall issue authority to the Licensee and its staff for providing services on the GMU.

7.2 Test/Inspection of food samples, etc. by the Railway

- (a) The Railway reserve the right to get the food samples/raw materials collected and tested at approved laboratories at the cost of the Licensee.

152

10.11.2018

- (b) The Railway shall have the right to inspect/check the services provided by the Licensee for reviewing its standards, quality and variety of food items, disposal systems, etc. at any time and may authorize any person or agency for this purpose to access the performance of the Licensee. In case of unsatisfactory performance or complaint of any nature, the Railway will be entitled to initiate the suitable action against the Licensee including termination of this Agreement as per the terms and conditions of this Agreement.

7.3 Right to make substitute arrangement in the event of unsatisfactory services, etc. by the Licensee

- (a) In the event of unsatisfactory service, poor quality of articles, persistent complaints from passengers, and services below the desired performance level or any failure or default at any time on the part of the Licensee to carry out the terms and provisions of the agreement to the satisfaction of the Railway (who will be sole judge and whose decision shall be final), then without prejudice to any other remedy that may be available to the Railway under this Agreement or otherwise, the Railway reserve the right to make any substitute arrangement in any manner, it may deem fit at the risk and cost of the Licensee.

- (b) The Licensee agrees to make good all cost and expenses, if any incurred by the Railway for making the substitute arrangements referred to above.

7.4 Customer's feedback

The Railway shall be entitled to take independent user's feedback to know the level of passenger satisfaction of the Licensee's services.

7.5 Right to resume the possession of GMU

Railway reserves the right to resume the possessions of the GMU if required for the purpose of working of the Railway.

ARTICLE-8: CHANGES IN MENU AND TARIFF

- 8.1 Railway reserves the rights to change catering tariff menu and for the GMU at any time after the award of the License. In the event of any such change by the Railway, the Licensee shall maintain the same quality and hygiene standards for preparation, supply and service of food/meals to passengers on the GMU as it were prior to such change.

- 8.2 The licensee shall sell only the Railway approved PAD items. The weight and the rate of the PAD items should not vary from that available in the open market.

ARTICLE-9: PERFORMANCE LEVEL GUARANTEE COMPLIANCE

- 9.1 The Licensee hereby undertakes and represents that it shall adhere to the Scope of Work as determined in Annexure - I and the 'Desired Performance Levels' as determined in the Annexure - III at all times, during the Term of the Agreement.

- 9.2 The Licensee undertakes and agrees that in the event that the 'Desired Performance Levels' are not complied with, then Railway has the right to impose service level penalties (Penalties) on the Licensee as also set forth in **Annexure III**.

- 9.3 Without prejudice to the generality of the above Article 9.2, the Licensee hereby acknowledges and agrees that the right for the imposition of Penalties by Railway is

irrevocable and undisputed & that the Licensee shall not have any right whatsoever to pre-empt Railway from claiming Penalties automatically as and when there are performance level defaults by the Licensee.

- 9.4 For the purposes of monitoring & auditing the 'Performance Levels', the parties agree that Railway shall have the sole & exclusive right to audit, re-evaluate, independently monitor and assess the performance of the Licensee.

ARTICLE-10: THIRD PARTY CONTRACTORS AND PROHIBITION OF SUB-LETTING

- 10.1 The Licensee shall not sublet, transfer or assign this Agreement or any part thereof. However, the Railway appreciate that for a license of this nature, the Licensee may have to take services of various suppliers of materials, goods etc. The Licensee may appoint such third party contractors for supply of goods and materials, whose details should be disclosed to the Railway. It is agreed by the parties that no other appointment of third parties by the Licensee shall be permitted.
- 10.2 For the purposes of this Agreement, the prohibition of sub-letting, transfer or assignment shall be deemed to include but not limited to the following:
- (a) The Licensee shall not delegate or sub-delegate the performance of any of the services under the license except as permitted in this Agreement.
 - (b) The Licensee shall not sublet, transfer, assign or allow any entity, personnel or corporation the benefits of this Agreement.
- 10.3 If third parties are appointed pursuant to Article 10.1 under this Agreement, then the Licensee shall at all times remain principally liable towards the Railway and that there shall be no exception to their liability under this Agreement. The Licensee will also remain at the sole point of contact regarding all the services during the Term of this Agreement.
- 10.4 If the Railway at any point of time expresses any concerns to the Licensee regarding any third party sub-contractor (appointed under Article 10.1), then the Licensee will comply with the requirements of the Railway forthwith; which may include the direction by the Railway to remove the said sub-contractor, etc.

ARTICLE-11: PROPRIETARY RIGHTS

- 11.1 For the purposes of this Agreement, it is agreed by the parties that the respective proprietary rights of each party at the time of execution of this Agreement shall remain as the sole and exclusive rights of that party.
- 11.2 If any property of either party is to be used by the other party for purposes of provision of services including, etc. under this Agreement, then the said party (owning the property) will grant a limited right to use to the other party for the specific purpose and Term of this Agreement only. The aforesaid license to use shall be restricted for the specific purpose and Term of this Agreement and shall not involve any need for the payment of consideration as this Agreement shall form part and basis of valid consideration for such purposes.

ARTICLE-12: CONFIDENTIALITY

- 12.1 Parties hereby agree and acknowledge that every aspect of the present Agreement including but not limited to the commercial terms, technical parameters, etc. are invaluable to each party and are to be collectively regarded as part of confidential information.

- 12.2 The Licensee acknowledges that all information, data, material, etc., of its systems and operations shared by Railway with the Licensee, shall be regarded as part of confidential information by the Licensee.
- 12.3 The Licensee agrees that any violation of confidentiality especially with regards to customer data shall constitute material breach for purposes of this Agreement.

ARTICLE-13: AUDIT RIGHTS

- 13.1 Railway being the service beneficiary under the Agreement shall have audit and inspection rights upon the Licensee during the entire Term of this Agreement.
- 13.2 Railway shall have the right to conduct periodic audits on the GMU along with audits of the facilities of the Licensee at regular intervals. Such audits shall include the audit of technical and performance records of the Licensee which may be based on passenger feedback and other parameters set forth by Railway.
- 13.3 In addition to the audit rights under Article 13.2 herein above, Railway shall have the right to audit particular performance records of the Licensee including payment records, etc.
- 13.4 Each audit team of Railway shall be nominated by Railway exclusively and the Licensee shall not be intimated any audit visits by Railway. 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.
- 13.5 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 Licensee; who shall be under obligations to comply with the audit results/directions of Railway within 30 days of receipt of written communication from Railway.
- 13.6 Railway authorized/prescribed independent third party audit agencies will conduct audit of the catering unit for which this license is issued and the kitchen/s where food is/are prepared for the catering unit 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 Licensee including termination of this Agreement.
- 13.7 Licensee shall be responsible for acquiring requisite ISO certification and the cost related to it, if any.

ARTICLE-14: INSURANCE & INDEMNITIES

- 14.1 During the Term of this Agreement, the Licensee will obtain and maintain at its own expense, adequate insurance with regard to all its obligations under this Agreement including insurance for workers compensation, life insurance, health insurance, accident & risk insurance, etc. for employees including the catering staff of the Licensee. The Licensee hereby agrees and confirms that Railway shall not be responsible in any manner whatsoever towards claims of the personnel, employees, directors, etc. of the Licensee.
- 14.2 The Licensee agrees to indemnify, hold harmless and defend Railway from any and all losses, claims, actions, damages, liabilities, costs and expenses, including attorneys' fees that may be claimed upon or incurred by Railway due to breach or violation or non-compliance of the terms of this Agreement by the Licensee. The aforesaid indemnity

granted by the Licensee can be invoked by Railway at any time during the tenure of the Agreement and the Licensee shall comply without any delay, protest or demur.

- 14.3** The Licensee accepts liability, civil and criminal for compensation/damages in accordance with provision of Consumer Protection Act, 1986 or any statutory modification of the Act or any other law for the time being in force for action occasioned by negligence, deficiency of service, imperfect or improper performance by the Licensee, his workmen, servants and agents. The Licensee shall indemnify the Railway from and against all payments made under the provision of the said Act or law including all costs. Any money which may become payable by the Railway as aforesaid shall be deemed to be money payable to the Railway by the Licensee and in case of failure by the Licensee to repay the Railway any money paid by it as aforesaid within seven (7) days after the same have been demanded by the Railway, the Railway shall be entitled to recover the same from the Security Deposit. The licensee shall be solely responsible for consumer complaints and in case of any direction/judgment from Consumer Court(s), the Licensee shall be solely responsible for fulfilling the requirements.
- 14.4** In case the Licensee suffers any loss on account of it being restrained by the Railway or any competent authority for indulging in illegal activities or any contravention of law, the Railway shall not be liable to pay any indemnification/compensation to the Licensee. Railway shall bear no liability in case of loss/damage to the licensee's moveable/immovable property, if any, due to accidents.
- 14.5** The Licensee shall, at all times indemnify the Railway against all claims and penalties which may be suffered by the Railway or its employees by reason of any default on the part of the Licensee or its staff in due observance and performance of provision of:
- (a) Workmen's Compensation Act -1923
 - (b) Employment of Children's Act, 1938 and
 - (c) Any other relevant laws applicable for the time being in force

ARTICLE-15: EVENTS OF DEFAULT/MATERIAL BREACH

- 15.1** The following event(s) shall be deemed to be the event(s) of default or material breach on the part of the Licensee:
- (a) If the Licensee fails to start catering service within one (1) month from the Commencement Date as defined in Article 1.1 of the Master License Agreement.
 - (b) If the Railway finds that the bidder has obtained this license by giving false information/details in the bid document at any time, Railway has the right to annul the license and terminate the license agreement, and debar/black-list the licensee from participating further in allotment of catering units on any zonal railway/IRCTC, treating the same as material breach of contract.
 - (c) If the Licensee fails to provide satisfactory services as under the License; or
 - (d) If the Licensee fails to adhere to the desired Performance Levels as determined by Railway at any time during the term of this Agreement; or
 - (e) If the Railway receives persistent complaints against the Licensee from the passengers or otherwise; or
 - (f) If the Licensee fails to pay license fee along with interest, if any, to the Railway on or before due dates; or
 - (g) If the Licensee engages in corrupt or fraudulent practices in execution of catering services under the Agreement; or

- (h) If the Licensee fails to provide any information/record within the prescribed time as may be demanded by the Railway from time to time; or
- (i) If there is any failure or default at any time on the part of the Licensee to carry out the terms and provisions of this Agreement to the satisfaction of the Railway.

ARTICLE-16: PENALTIES

- 16.1 The penalty (ies) that may be levied by the Railway on the Licensee in any of the instances mentioned in Article 15 above shall include but not limited to the following:
- (a) forfeiture/appropriation of the Security Deposit in whole or part thereof, furnished by the Licensee; and/or
 - (b) to annul the license and forthwith terminate the License Agreement; and/or
 - (c) debar the Licensee from participating in all catering contracts over Indian Railways including IRCTC for a period of five (5) years.
- 16.2 The details of penalties have been explained in Annexure III of this Agreement.

ARTICLE-17: TERMINATION

- 17.1 If party of the other part to the Agreement is subject to liquidation or insolvency under the applicable law, then the party of the first part may forthwith terminate this Agreement by issuing a notice for termination upon such confirmed events having taken place.
- 17.2 The parties agree that 'Material Breach' for the Licensee shall also mean (other than those instances set forth in this Agreement), the failure to maintain the desired Performance Levels' and/or the delay in achieving the Commencement Date as described in Article 1.1 and/or non-payment of the minimum license fee by the Licensee in accordance with the provisions herein contained and/or any misrepresentation or violation of the commitments set forth in this entire Agreement or in response to the Bid or the breach or non-compliance by Licensee of its fundamental obligations under this Agreement, such that the breach or non-achievement defeats the object and purpose of this Agreement.
- 17.3 Railway shall also have, without prejudice to other rights and remedies, the right, in the event of 'Material Breach' by the Licensee of any of the terms and conditions of the contract, or due to the Licensee's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the unexpired period of the License at the 'risk and cost' of the Licensee or in the manner Railway deems fit to recover losses, damages, expenses or costs that may be suffered or incurred by the Railway. The decision of the Railway about the breach/failure on the part of the Licensee shall be final and binding on the Licensee and shall not be called into question.
- 17.4 Notwithstanding the provisions of Article 17.1 above, Railway or the Licensee may terminate this Agreement without assigning any reason to the Licensee / Railway by giving 6 (six) months prior notice in writing to the Licensee / Railway.
- 17.5 In the event that the Agreement is terminated by either party pursuant to Article 17.1 or by Railway under Article 17.4, then the undisputed payments accruing to Railway shall be due and settled in accordance with the terms of the Agreement until the effective date of termination.
- 17.6 In the event the Agreement is terminated by the Licensee under Article 17.4, the Railway shall forfeit the entire License Fee paid by the Licensee and invoke the Security Deposit.

- 17.7 In the event that the Agreement is terminated by either party prior to the achievement of the Commencement Date, then the parties to the Agreement agree to stop working on the plan for commencement of operations on the effective date of termination. In the event the Agreement is terminated by Railway after Commencement Date, then the Licensee acknowledges and undertakes to continue performance of the services under the Agreement until the effective date of termination as confirmed by Railway, irrespective of whichever party has terminated the Agreement. However, the effective date of termination shall not be more than 6 (six) months from the date of notice. Further, the Licensee agrees to provide services on the same terms as it were being provided during the tenure of the Agreement.
- 17.8 Railway reserves the right to terminate the license, in case the licensee fail to make payment within 90 days of the due date.
- 17.9 In case of any discrepancy/deficiency noticed in the audit report, the Railway will be entitled to initiate suitable action against the Licensee, including termination of the agreement.

ARTICLE-18: CANCELLATION/WITHDRAWAL/NON-OPERATION OF THE GMU AND REFUND OF LICENSE FEE

- 18.1 In the event of permanent cancellation/withdrawal/non-operation of the GMU service by the Railway, this Agreement shall be terminated without any notice or assigning any reason to the Licensee. In such an event the security deposit and the advance License Fee already paid shall be refunded to the Licensee on pro-rata basis.
- 18.2 Except as otherwise provided in this Article, the Licensee shall not make any claim for any consequential loss of business/damages due to permanent cancellation/withdrawal of the GMU by the Railway.

ARTICLE-19: DISPUTE RESOLUTION

- 19.1 In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and obligations of the parties on any matter in question, dispute or difference on any account, the same will be resolved in terms of the General Conditions of Contract for works of Railways as amended from time to time and as per the provisions of Arbitration and Conciliation (Amendment) Act 2015 and the rules there as amended from time to time, and as per the extant instructions issued by Railway Board.
- 19.2 The award passed shall be final and binding on both the Parties.
- 19.3 It is further clarified that during the resolution of the Disputes, the Licensee shall be obligated for the continued performance of its obligations under the Agreement until the resolution of the Disputes.
- 19.4 The place and language of Arbitration will be decided by Railway Administration.

ARTICLE-20: MISCELLANEOUS

20.1 Interpretation

This Agreement and the arrangement between the parties shall at all times be read along with the terms and condition of the Bid and the response of the Licensee to the Bid. In the event of any interpretation of the provisions of this arrangement between the parties, the documents shall be read in the following order of precedence:

- i. Railway's latest policies as applicable from time to time
- ii. The Articles of this Agreement
- iii. The contents of the Annexures(s) to this agreement.
- iv. Licensee's response to the Bid
- v. The Bid

158

10.1.2018

20.2 Relation between the Parties

The Parties to this Agreement are entering into this arrangement as independent contractors, and this Agreement does not bestow either Party the right against the other, as partner, agent, principal employer or joint venture or any other form of legal association.

20.3 Survival

This Agreement along with the Bid and the response of the Licensee collectively constitute the full and complete arrangement between the Parties with respect to the subject matter hereof. The expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth herein this Agreement and such Articles (as applicable to the parties) will survive any termination of this Agreement.

20.4 Transfer of License

Transfer of license to the spouse/legal heir would be allowed only in the event of death of the original licensee. The license shall be transferred in the name of legal heir for the unexpired period of the contract as per General Conditions of Contract (GCC) of Railways. No subletting will be allowed.

20.5 Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the Republic of India and the Courts at _____ Railway HQ shall have exclusive jurisdiction in all matters relating to this Agreement.

20.6 Amendments

Any changes or modifications to this Agreement or its Annexure(s) can only be made by a written amendment mutually signed by the Parties.

20.7 Waiver

Unless otherwise expressly provided in this Agreement, a delay or omission by either Party to exercise any of its rights under this Agreement will not be construed to be a waiver.

20.8 Assignment

This Agreement is binding on the successors and permitted assigns of each party; however neither party has the power to assign this Agreement without the prior written consent of the other party.

20.9 Notice

All notices under this Agreement by either party will be in writing and will be deemed to have been duly given if delivered by courier/registered AD Post. All notices under this Agreement are to be addressed as under:

In the case of Railway:
Divisional Commercial Manager,

Division,

Railway,

In the case of Licensee:

[Insert name of person & address]

Any change in the aforesaid address of either party shall be immediately informed to the other party by way of a notice as aforesaid.

Signature
10.1.2018

20.10 Accidents and unforeseen circumstances

Licensee shall supply items to Railways as and when required at the approved rates like accidents/unusual incidents

20.11 Force Majeure

In the event of any unforeseen event directly interfering with the operation of license arising during the currency of this Agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, acts of God, sabotage, etc., the Licensee shall, within a week from the commencement thereof, notify the same in writing to the Railway with reasonable evidence thereof. In such event of force majeure, if mutually agreed by both parties, the tenure of this Agreement maybe further extended for the period during which license was not operational.

20.12 Execution of the Agreement

This Agreement shall be executed/entered only with the Licensee on a non-judicial stamp paper of the value as prescribed by law, and all cost and expenses for registration, stamp duty, etc. thereof shall be borne by the Licensee.

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED AND DELIVERED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE

DATE.

Railway

LICENSEE

By: _____
Title: _____
Date: _____

By:- _____
Title:- _____
Date:- _____

IN WITNESS OF:

1.

2.

LIST OF ANNEXURES

Annexure I	Scope of Services
Annexure II	Price Bid document stating license fee payable by Licensee and Special Condition of Contract
Annexure III	Assessment of Performance
Annexure IV	NEFT Mandate Form

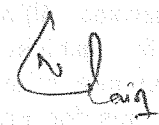
Annexure 1 - Scope of Work

The major components of scope are indicated below:

- (a) The Licensee shall be provided with a GMU General Minor Unit (GMU) number: _____ at _____ station for _____ Stall.
- (b) The Licensee shall be responsible for providing catering services for items as authorized by Railways from the General Minor Unit (GMU) number: _____ at _____ station for _____ Stall
- (c) Licensees shall set up **Modular Catering Stalls** to maintain uniformity in design and colour scheme as authorized and approved by Railways. The Licensee shall be responsible to display the "Rail Ahaar" logo prominently at all places including the packaging material of food, uniform of waiters and other staff etc. The Licensee will abide by the instructions of Railway in this regard from time to time.
- (d) In case licensee is permitted for sale of packaged drinking water then, it is mandatory for the licensee to sell Rail Neer (Packaged Drinking Water - 1000 ml) chilled or in such quantities & rates prescribed by Railway from time to time. The licensee will be responsible for storing, cooling and distributing 'Rail Neer' to the passengers. In case of non-availability/inadequate supply of Rail Neer by Railway, the Licensee shall be permitted to sell only packaged drinking water of brands as approved by Railways.
- (e) The Licensee may be encouraged to provide regional cuisines, dietary and infant foods, food for patients or ailing passengers, *jain* food at tariff approved by Railway subject to authorization from Railway.
- (f) The licensee should provide service across the counter only. No Platform Vending will be permitted.
- (g) Licensee shall be responsible for availability/provision of adequate number of garbage bins at appropriate places. Licensee shall also ensure to place bio-degradable bags in garbage bins for easy disposal and proper handling. These should be cleaned outside the production area. Licensee shall avoid use of metallic dustbins, which become rusted over a period of time. Segregation of waste should be done as bio-degradable and bio non-degradable. Licensee shall be responsible for disposing the garbage suitably as per the instructions framed by Railway/Division. All garbage bins must be labeled, cleaned and sanitized regularly. All instructions in regard to disposal of garbage issued by Health, Mechanical and Commercial Directorate are to be adhered to by licensee.
- (h) The Licensee shall be responsible for ensuring the quality and quantity, maintaining proper hygiene and cleanliness while handling raw materials, preparation, packaging, supply, service, etc. of food/meals in accordance with the parameters specified in **Section -C**.
- (i) The Licensee shall further be responsible to make adequate arrangements in terms of all equipment and manpower, at its own cost, as per policy directives.
- (j) The Licensee shall depute staff who will be required to manage the catering operations and serve food to the passengers. The number of staff deputed shall not be more than the number prescribed by Railway administration. The Licensee shall ensure that the staff deputed on the unit should maintain good conduct, etiquette, personal hygiene, politeness and courtesy, issue computerized bills to passengers etc. The licensee shall also ensure computerized billing for all the items sold in the unit and the licensee shall provide the facility for cashless transaction viz. POS/Swipe machine, BHIM, Mobile Wallets, Bharat QR code, any new schemes/tools/instruments introduced by Government of India or Ministry of Railways for promoting cashless transaction etc. compulsorily available in the unit. Further, the Licensee shall ensure that the catering staff should be well groomed, wear proper uniforms, badges displaying their names, carry photo identity cards, display at all times. The Railway reserves the right to prescribe a standard uniform for all staff working for GMUs on a station.

- (k) In consideration of the award of the License to the Licensee, the Licensee shall be liable to pay Annual License Fee. The license fee will be fixed for the first three years and in the fourth year it will be enhanced by 10%. License fee for the fourth and fifth year will remain same. There will be no other increase in the License Fees during the tenure of contract (including in case of revision in menu and tariff), other than this increase of 10% in the fourth year.
- (l) The Annual License Fee shall be paid every year. For the first year, the licensee shall pay the annual license fee within 15 days on receipt of LOA, and for subsequent years, it shall be paid at least fifteen (15) days before the completion of each preceding year of License.
- (m) The licensee shall ensure availability of hand held fire extinguishers with the staff having knowledge of operation of the equipment.
- (n) The Ceiling Limit for Minor Units (as per clause no.13.4 of catering policy 2017), applicable for all bidders will be as follows:
A Licensee will be allowed to hold a maximum of five minor catering units per division. Trolleys are also treated as separate unit as per catering policy 2017 and will be counted for the purpose of ceiling limit of 5 units. The bidders should submit an undertaking on non-judicial stamp paper (Annexure – A/3).
- (o) The licensee shall get conducted third party audit periodically by an independent agency authorized/prescribed by Railways every six months along with regular in-house audit.





10.1.2018

Price Bid and Special Condition of Contract**PRICE BID**

The annual license fee offered, payable in annually, is in the table below:

(in Indian Rupees only)

Particulars	Amount in Figures (Rupees)	Amount in Words (Rupees)
License fees payable to Railway per annum (This license fee quoted is exclusive of GST and all other applicable taxes)	As per the Price bid (Packet-B) of the Bid Document.	

SPECIAL CONDITIONS OF CONTRACT

As mentioned in Section 'C' of the Bid Document.

[Signature]
10.1.2018

Assessment of Performance of Licensee

1. Railway Officials / Inspector(s) or any agency authorized by Railway will conduct inspection to ascertain the catering performance of the Licensee.
2. As per provisions of the catering policy, 2017 and/or other instructions issued by the Railway from time to time, the performance of the licensee will be monitored/assessed by the Railway which will inter-alia include the following:
 - i. Superior quality material should be used in fabrication/construction of all static units to improve on aesthetics, durability and convenience for maintenance. The design and material used in construction of stall shall be prescribed by Railways.
 - ii. To provide hygienic and quality food to the travelling passengers. Monitoring of quality will be made through inspections and food quality checks by the Railway.
 - iii. Licensee Managed Units will be monitored for their mechanization and modernization along with their performance. Supervision of the services will be made constantly.
 - iv. There should be no cooking on platforms at stations.
 - v. All systems and processes and equipment such as deep freezers, hot cases, microwave ovens, refrigerated storage units, bain-maries should be used, and existing traditional equipment and manual methods should not be used in static units.
 - vi. All catering units should liberally provide garbage bins properly lined with garbage bags. Garbage thus collected should be disposed off in the prescribed manner which should be incorporated in all agreements and should adhere to extant pollution control and environmental norms. All instructions in regard to disposal of garbage issued by Health, Mechanical and Commercial Directorate are to be adhered to by licensees.
 - vii. Zonal Railway shall maintain a data base of the various catering establishments to ensure that the ceiling limits on holding of catering licenses as per the Catering Policy 2017 and/or instructions issued by the railway administration from time to time are complied with.
3. The Licensee will be selected along all the parameters stated above. All efforts shall be made by Licensee to control the deficiencies. Railway shall extend sufficient cooperation to the Licensee to make good the deficiencies, as the case may be.
4. Any deficiency in any of these parameters will be counted as "**Deficiency in Service**".

PENALTIES

1. For deficiency in any parameter, Licensee will be suitably counseled for three times depending upon the nature of deficiency (i.e. major or minor as decided by Railways). In case the deficiencies persist and the Railway determines that despite three counseling the Licensee does not take adequate steps to improve, one **written warning** shall be issued to the Licensee.
2. However, after the warning, if the performance of Licensee does not improve, the Licensee shall be imposed with a penalty (fine).
3. At the first instance, as determined by the Railway, a token penalty of Rupees Five Hundred (Rs.500/-) shall be imposed by the Railway.
4. At the second instance, as determined by the Railway, a penalty of Rupees One Thousand (Rs.1000/-) shall be imposed by the Railway.
5. At the third instance, as determined by the Railway, a penalty of Rupees Five Thousand (Rs.5,000/-) shall be imposed by the Railway.
6. At the fourth instance, as determined by the Railway, a penalty of Rupees Fifty Thousand (Rs.50,000/-) shall be imposed by the Railway.



 10.11.2018

7. In case of further occurrence of deficiency, Railway may decide to serve a notice for termination of License Agreement.
8. Banning and suspension of business with the errant contractors shall be strictly enforced following due process.

Annexure - IV

**National Electronic Fund Transfer/Electronic Clearing Service (Credit Clearing)
Mandate Form**

Sl. No.	Description	Details
1	Investor/Customer's (Tenderer's) Name and Address	
2	Particulars of Bank Account	
(a)	Name of Bank	
(b)	Name of branch	
	Address	
	Telephone No. of Bank	
(c)	9 Digit Code number of the Bank and branch appearing on the MICR Cheque issued by the bank	
(d)	IFSC code of the branch	
(e)	Type of Account (Current/Savings/Cash credit with code 10/11/13)	
(f)	Ledger and ledger folio number	
(g)	Account number (appearing on Cheque book)	

(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled Cheque or photocopy of a Cheque or front page of your savings pass book issued by your Bank for verification of the above particulars).

3. Date of effect

I hereby declare that the particulars given above are correct and complete. If transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Date:

Signature of the Investor/Customer

.....

Certified that the particulars furnished above are correct as per our records.

Bank's stamp

Signature of the Authorised Official of the bank

(End of the document)

[Handwritten Signature]
10.11.2018

