

Government of India



SOUTH EASTERN RAILWAY ADRA DIVISION

TENDER DOCUMENT FOR GMU

Tender Notice No: C-130/Catg/Tender/SMU/GMU/ADA/18

Dated: 26.11.18

NAME OF WORK

'OPEN TENDER' THROUGH SINGLE PACKED TENDERING SYSTEM UNDER SBD AND SAG FORMULA FOR STATIC CATERING UNITS AT 'D' & 'E' (GMU) CATEGORY STATION OVER ADRA DIVISION OF SOUTH EASTERN RAILWAY.

ISSUED BY

**Divisional Railway Manager (Commercial)
South Eastern Railway, Adra.**

ISSUED TO: -----

COPY NO:-

**PRICE OF DOCUMENT Rs. 2950/- (including GST)
(Rs. Two Nine five zero only, non refundable)**

LAST DATE OF SUBMISSION:- 28.12.18 UP TO 13:30 HR

TENDER NOTICE

SOUTH EASTERN RAILWAY – ADRA DIVISION (BID NO:- C-130/Catg./Tender/SMU/GMU/ADA/18. Dated-26.11.2018.)

1. Senior Divisional Commercial Manager, Adra Division, South Eastern Railway, for and on behalf of the President of India invites sealed bid on single packet system, from food and catering service providers for “**Provision of Catering Services at General Minor Unit (GMU) ‘CATERING STALL’ at ‘D’ & ‘E’ category stations as under for a period of five years.**”

| Sl. No. | Name of Station Category | Location of unit | Stall No. | Name of the unit | Category | Earnest Money 05% of Reserve price/License fee | Annual Reserve price/ License fee |
|---------|--------------------------|------------------|-----------|------------------|----------|------------------------------------------------|-----------------------------------|
| 1 | ANR-D | P.F-1/2 | 1 | Catg.Stall | GMU | Rs.2420/- | Rs.48,399/-/- |
| 2 | KNF-E | P.F-1 | 1 | Catg.Stall | GMU | Rs.2613/- | Rs.52,253/-/- |
| 3 | SDMD-E | P.F.-1 | 1 | Catg.Stall | GMU | Rs.1643/- | Rs.32,850/- |
| 4 | ODM -E | P.F.-1 | 1 | Catg.Stall | GMU | Rs.825/- | Rs.16,500/- |

2. **KEY INFORMATION:**

| | |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Cost of Bid Document | Non refundable amount of Rs.2950/- (Rupees Two thousand nine hundred fifty only). |
| Last Date & Time for Submission of Bid | 28.12.2018 up to 13.30 hrs |
| Bid opening date and Time | 28.12.2018 at 16.00 hrs |
| Last date of issue of Tender form | 27.12.2018 up to 13:30 hrs |
| Contract Authority | DIVISIONAL RAILWAY MANAGER (Commercial) South Eastern Railway, DRM Building Adra, P.O:- Adra, Dist:- Purulia, PIN- 723121 |

3. The Scope of Work and Terms of Reference is provided in Section-A of Bid documents.
4. **Bid Documents:-** The interested Bidders may purchase ‘Bid documents’ which can be obtained between **10.30 hrs and 17.00 hrs.** on all working days from **28.11.2018 to 27.12.2018 up to 13:30 hrs.** in person from the Railway office at the address given in paragraph 10 below, on payment of non-refundable document fee in the form of:-
- a) Demand draft/Banker’s Cheque in favour of ‘**FA & CAO, S.E.Rly. GRC,Kol-43**’ and payable at Kolkata.

(Cont..P/2)

(P/2)

5. Bidding document can be downloaded from the website www.ser.indianrailways.gov.in from 28.11.18 to 27.12.18 and the bids can be submitted on the downloaded document along with a separate Demand Draft of **Rs.2950/-** as directed at Bid notice towards the cost of bidding documents at the time of bidding, failing which the offer will be summarily rejected.
6. Earnest Money:- The bid must be accompanied by Earnest Money being 05% of the minimum reserve price i.e. indicated in the bid notification in the form of Bank Demand Draft drawn on any Scheduled Bank in India.
7. Receipt of Bids:- Sealed bids should be dropped in the designated box at the address given in Para-10 below not later than **13:30 hrs. on 28.12.2018**. Bids shall be opened on **28.12.2018 at 16:00 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 15:00 hrs. will be called "late" bid and will not be considered further for evaluation.
8. Railway reserves the right to accept/reject any or all Bids without assigning any reason thereof.
9. The Bidder fulfilling the eligibility criteria will be evaluated based on the evaluation criteria given in this Bid document.
10. **Address for Communication**
Divisional Railway Manager(Commercial), South Eastern Railway /Adra, DRM Building,
P.O: Adra, Dist:- Purulia, PIN- 723121. Tel: 82230(Rly.), Fax: 82741(Rly),
03251-245045(P&T) , E-mail: srdcmada@ser.railnet.gov.in

**Sr.Divl.Comml.Manager,
South Eastern Railway/Adra**

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DISCLAIMER

1. Adra Division, South Eastern 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 restitution 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 from 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.

BID NOTICE

1. For and on behalf of the President of India, Divisional Railway Manager (Commercial) Adra Division, South Eastern Railway, invites sealed bid on Competitive, open single packet tender system, for “**Provision of Catering Services at General Minor Unit Number (GMU) P.F.No..... at** Station ofCategory from individuals/Partnership Firms/Companies/Registered Sole-Proprietor Firm/Co-Operatives/Self Help Groups.

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 10:00 hrs and 17:00 hrs on all working days from 28.11.2018 to 27.12.2018 in person from the Railway office at the address given below, on payment of non-refundable document fee (inclusive of applicable GST) of Rs.2950/-in the form of :

a) Demand draft / Banker’s Cheque in Favour of ‘FA & CAO,S.E.Railway,GardenReach,Kol-43, drawn on any scheduled commercial bank in India.

b) Cash deposited at any Railway stations/Cash Office of Adra Division, S. E. 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 (**www.ser.indianrailway.gov.in**) and the bids can be submitted on the downloaded document along with a separate Demand Draft towards the cost of bidding documents at time of bidding, failing which the offer will be summarily rejected.

5. **Earnest Money:** The bid must be accompanied by Earnest Money of Rs.....(as indicated tender notice)in the form of Bank 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 **13:30 hrs on 28.12.2018**. Bids shall be opened on the same day at **16:00** 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 **13:30** hrs will be called “**late**” bid and will not be considered.

7. Railway reserves the right to accept/reject any or all Bids without assigning any reason thereof.

8. Address for Communication:

Divisional Railway Manager(Commercial),
South Eastern Railway /Adra, DRM Building, P.O:- Adra, Dist:- Purulia, PIN- 723121.
Tel: 82230(Rly.), Fax: 82741(Rly), 03251-245045(P&T)
E-mail: srdcmada@ser.railnet.gov.in

INSTRUCTIONS TO BIDDERS REGARDING TENDER FORMS DOWNLOADED FROM INTERNET

1. Tender document is to be downloaded from the internet and print out is to be taken on A4 size paper in 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 super scribing 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 '**FA & CAO, S.E.Rly,GardenReach,Kol-43**' along with the tender. This should be enclosed as a separate demand draft. A Single Demand draft for the cost of tender from 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 documents 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 website and the same shall be taken in to 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 from. 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, Adra Division, South eastern 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 tender (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:

Declaration

- (a) I/We have downloaded the tender form from the internet Site www.ser.indianrailways.gov.in 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 'FA & CAO, South Eastern Railway,GardenReach,Kol-43, 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 'FA & CAO, South Eastern Railway,GardenReach,Kol-43, No. dated Issued by Bank (Branch) for Rs. towards the Earnest Money deposit.

Signature of Tenderer

Date:

Address:

Section A

Chapter 1 – Scope of Work
Chapter 2 – Instructions to Bidders.
Chapter 3 – Eligibility of Bidders.

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, (P.F.No-.....Stall No.....) 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-alias, 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 license 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 number at station of..... Category of the Railway.
- b) The licensee shall be responsible for providing catering services for items as authorized by Railways from the GMU number at Station for stall.
- c) Licensees shall set up Modular Catering Stalls to maintain uniformity in design and color scheme as authorized and approved by the Railways. **The Licensee shall be responsible to display the “Rail Ahaar” logo prominently at all places including the packaging material of food, uniform of waters 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 sale ‘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 sale 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 instruction framed by Railway/Division. All garbage bins must be labeled, cleaned and sanitized regularly. All instruction 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 arrangement in terms of all equipments 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 Govt. of India or Ministry of Railways for promoting cashless transaction etc. compulsorily available in the unit. Further, the licensee 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 %. The 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, Licensee shall pay the annual License fee within fifteen (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 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.

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 **Station-B (Chapter 1 and Chapter 2)** with the documents specified in the Bidding Documents.
- 2.1.3 The Bid document has to be provided with page number and the bidders are to sign on all the pages of the Bid document.
- 2.1.4 The bidders 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 www.ser.indianrailway.gov.in, 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 envelop marked '**Cost of bid Document**'. Falling 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 **FA & CAO, South Eastern Railway,GardenReach,Kol-43 and payable at Kolkata**, 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 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 dis-qualification / rejection occur after the bids have been opened and before issue of LOA the highest bidder gets disqualified / rejected ,then Railway 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: C-130/Catg/Tender/SMU/GMU/ADA/18, Bid Name: Stall No..... due on2018**

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 documents 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 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 Re-development 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 packet system, (the **“Bidding Process**) from individuals/Partnership Firms/Companies/Registered Sole-Proprietor Firm/Co-Operatives/Self Help Groups. Who are experienced and reputed food and catering service providers for **“Provision of Catering Services on General Minor Unit (GMU) NUMBER P.F.No..... Stall No. at Station of ‘.....’ Category”** for bidding of the Licensee for the award of License.

- 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 call 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 annual 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 he affected Bidder(s) of the grounds for Railway’s action.
- 2.2.6 Bids with alternations, 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 envelop and mark the envelop as “ BID”.
- 2.3.2 The Packet shall contain all documents specified Chapter-1 of Section-B, including:
- i) Bid in the prescribed format along with Annexes and Supporting documents;
 - ii) Power of Attorney for signing the Bid as per the format at Annexure- A/6 (section-B)
 - iii) 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.
 - iv) Copies of Bidder’s balance sheet and profit and loss account for the preceding 3 years duly Audited by Chartered Account.
 - v) Demand draft for Rs. /- (RupeesOnly) /- as Earnest Money in favour of FA & CAO/South Eastern Railway,GardenReach,Kol-43/Payable at Kolkata,should accompany the bid.
 - vi) 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 Documents”, in case the Bid Document has been downloaded from internet.
- 2.3.3 The envelope containing the bid document shall clearly bear the following identification: “**of Catering Services on General Minor Unit (GMU) name ‘..... Stall No.’ at station P.F.No-..... of ‘.....’ category**” 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 the envelope.

2.3.4 The envelope if sent by registered post or couriered shall be addressed to:

| | | |
|----------------|---|--------------------------------------------------------------------------------------------------------------|
| ATTN.OF | : | GMU-Tender Notice No. |
| DESIGNATION | : | Sr. Divisional Commercial Manager, Adra. |
| ADDRESS | : | Office of the Divisional Railway Manager, Adra Division, SERly, P.O.-Adra, Dist.-Purulia. Pin-723121. |
| FAX No. | : | 82741(Rly), 03251-245045 (P&T). |
| E-MAIL ADDRESS | : | srdcmada@ser.railnet.gov.in |

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

2.3.5 **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 **90 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 condition.

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 16:00 hours**.

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 5 (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, or 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 action 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 or Railway in relation to any matter concerning the award of License;
- (b) **“fraudulent practice”** means a misrepresentation omission of facts or suppression of facts or disclosure of incomplete facts, submission of forged/fake documents
- (c) **“coercive practice”** mans 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 condition 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 submission 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.

CHAPTER- 3: ELIGIBILITY CRITERIA OF BIDDERS

All Bids shall be screened for the eligibility norms as detailed below. Bidder not meeting with these norms will summarily rejected.

3.1 Legal Status of the Bidder (essential)

- 3.1.1 The Bidder should be either individual/Partnership Firm Registered under the Partnership Act, 1932/Company incorporated under the companies Act, 1956/Registered Co-Operative/Registered Self Help Group/Sole Proprietor Firm.
(Duly Notarized Partnership Deed/Certificate of Incorporation/Registration Certificate should be enclosed).

3.2 Experience of Catering Business (essential)

- 3.2.1 Minimum three (3) years of experience in Catering Business to be supported by Turnover (Income tax Return/Bank Statement) in that Business for the last three years duly certified by Chartered Accountant.

3.3 Minimum Annual Turnover (Mandatory)

3.3.1

For GMU at 'D' Category Stations, the bidder should have a minimum annual turnover of **3 times of indicative License Fees** in any one of the preceding three financial years.

- 3.3.2 For GMU at 'E' Category Stations, the bidder should have a minimum annual turnover of **2 times indicative License Fees** in any one of three preceding financial years.

- 3.3.3 For GMU at 'F' category Stations, the bidder should have a minimum annual turnover of **1.5 times indicative License Fees** in any one of three preceding financial years.

The bidder shall submit the relevant information in Annexure – 5 for previous three financial Years i.e. 2015-2016, 2016-2017 & 2017-2018 audited balance sheet duly certified the Chartered Accountant.

3.4 Solvency

- 3.4.1 An affidavit stating that the bidder is solvent, in the case of individual, As per Annexure 4.

3.5 Additional Mandatory Requirements.

- 3.5.1 All additional mandatory requirements have been enlisted at Annexure 2, chapter 1 of section B of the bid document. This includes Permanent Account Number, GSTIN Registration, FSSAI etc.

SECTION-B

Chapter 1 – Bid Documents

Chapter2 – Selection Process

SECTION-B

Chapter-1: Bid Document

- i. Covering Letter (Annexure -1)
- ii. Mandatory information for Eligibility (Annexure - 2)
- iii. Affidavit on number of Catering Units hold over the Division (Annexure - 3).
- iv. Affidavit for solvency for individual (Annexure - 4)
- v. Statement of Turnover of bidder from catering Business (Annexure - 5)
- vi. Power of Attorney for signing of bid (Annexure - 6).
- vii. Bank Guarantee (Annexure-7).
- viii. Price Bid (Annexure - 8)

Chapter-2: Selection process

**CHAPTER 1: Bidding Document
Covering letter**

To
The
.....
.....

Dated:.....

Sub: Bid for the award of License for “Provision of Catering Services at General Minor Unit ‘P.F.No.....Stall No.....atStation of Category “.....”

Dear Sir,

1. With reference to your Bid Document 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 the 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 no 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- 2, Para- 2.9 of the Bid documents, 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 of circumstance during the Bidding Process, we are attracted by the provision 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 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 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 of 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 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.
19. I/We declare that I/We have no dues pending for Railways.
20. I/We declare that I/We have not been debarred/blacklisted from participating in bidding process or 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 have clarify 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 the EMD, without assigning any reason during the finalization of the bid. I also accept the Railway has the right to annul 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:

(Signature, name and designation of the Authorized Signatory)
Name and seal of the Bidder:

Place:

Mandatory Information for Eligibility
For GMUStall No..... at Station.

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

| S/No | Eligibility criteria | Details | Pages Nos. |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------|
| | | (To be filled by the Bidder) | |
| 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 Numbers(s), E-mail (Optional) | | |
| 4. | AADHAAR of the authorized signatory (Self attested copy to be enclosed) | | |
| 5 | Details of Earnest Money for Amount Rs. (Rupees in the form of demand draft, in favour of FA & CAO, South Eastern Railway,GRC,Kol-43 payable at Kolkata. | | |
| 6 | Specify the Legal Status of the bidder :- Individual/Partnership Firm/Company/Co-Operative/Self Help Group/Sole-Proprietor | | |
| 7 | In case of company, Please enclose memorandum and Articles of Association along with certificate of Incorporation and date of commencement of duly attested by Notary. | | |
| 8 | In case of Partnership Firm Registered under 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. | | |
| 9 | PAN number of the bidder:- (Please enclose the self attested photocopy of PAN Card issued by Income Tax Department). | | |
| 10 | GSTIN number of the bidder:- (Please enclose the attested photocopy of the GSTIN Registration certificate issued by relevant authority). | | |
| 11 | Turnover of the bidder for the preceding three years i.e. 2015-2016, 2016-2017, 2017-2018 form the catering business (Please enclose a statement duly certified by a Chartered Accountant as per Annexure - 5) | | |

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-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

Date

SEAL

Name

Address

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

1. I S/o..... R/o.....
furnishing this Affidavit in my capacity as an individual /partner of
firm...../Director of body corporate
director of the co-operative/ chairman or in-charge of self help group and
solemnly affirm and state as under:-

2. That I/We hold as on date following catering licenses over the..... Division
.....Railway

| Sl. No. | Name of the Unit | At Station | License period | | License Fees (In Rs.) |
|---------|------------------|------------|----------------|----|--------------------------|
| | | | From | To | |
| 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.

VERIFICATION

Verified at..... on this.....day of.....2018, 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

Affidavit

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

For General Minor Unit ‘.....Stall No.....atStation of Category “.....”

1. I _____ S/o _____ r/o _____ Solemnly affirm and declare that: -
 - (a) I/we am/are solvent.
 - (b) There are no pending dues to Railways from me/us.
 - (c) I/we have not been debarred from participation in tenders by any Zonal Railway/IRCTC.
 - (d) I/we have not been convicted in any criminal case, and there is/are no case/cases pending for criminal activity in any court of law.
2. Further, I/we am/are 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 I/we will be debarred/blacklisted from participating in future allotment of Catering Units on Zonal Railways/IRCTC.

(Signature of the Bidder)

Date: _____

Seal

Name:

Address:

To be attested by Notary Public

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 certificate/letter of experience, allotment from the concerned agencies) are to be enclosed.

Provide details of annual revenue for each head, as applicable for the preceding three (3) Financial Years: (the three preceding financial years will be decided by the Divisional Railway at the time of calling bids)

| Details/Year | 2015-2016 | 2016-2017 | 2017-2018 |
|-------------------------------------|------------------|------------------|------------------|
| Turnover from any catering business | | | |
| Total Turnover | | | |

.....
(Bidder's Signature and date)

.....
(Chartered Accountant's Signature & Date)

Name of the Bidder:

Name of the CA:

CA's Seal

CA Registration No.

CA's Address:

CA's Telephone/Fax Number

Power of Attorney for signing of Bid
(Applicable to all bidders except Individual bidder; to be executed on Non-Judicial Stamp Paper value of Rs. 100/-)

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 no our behalf, all such acts deeds and things as are necessity or require in connection with or incidental to submission of our bid for the award of the license for “ Provision of Catering Services at **GMU name.....at station** ” 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 contract including License Agreement and undertaking 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 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 EXEUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

For (Signature, name, designation and address).

Witness.

1.

(Notarized)

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 executants(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 of 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.*

Performance Bank Guarantee Bond

To
The President of India
Through the Sr. Divisional Commercial Manager.
South Eastern Railway.
ADRA

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) to hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Railway starting that the amount claimed is by way of loss or damage caused to or suffered by the Railway by reason of breach by the Licensee/s or any of the terms or conditions contained in the said agreement or by reason of the Licensee/s of any of the terms or conditions contained in the said agreement or by reason of the Licensee/s failure to perform the Agreement, any such demerit made on the bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be registered to an amount not exceeding Rs.

3. We undertake to pay to the railway any money so demanded not with standing 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 payments so made by us under this bond shall be a valid discharge or 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 or before the (date of completion + 6 months) we shall discharged from all liability under this guarantee thereafter.

5. We (indicate the name of the Bank) further agree with the Railway that the Railways shall have the fullest liberty without our consent and without affecting in any manner or 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 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 ay 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 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 remove this guarantee during its currency except with the previous consent of the Railway in writing.

Date this..... Day of2018.

Witness (with signature, name & Address)

**For.....
(Indicate the name of Bank)**

1.

2.

Seal of the Bank.

Witness 1:

Signature

Name:

Age:

Address:

Witness 2:

Signature

Name:

Age:

Address:

PRICE BID

Location:

Date:

To
The Sr. Divl. Comml. Manager,
S.E. Railway
ADRA.

SUB:- Provision of Catering Services at General Minor Unit
Name.....P.F.No.....Stall No: atStation of
category.....

Dear Sir,

We, the undersigned, offer to provide “**Provision of Catering Services at General Minor Unit Name..... at station.....**” 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 Documents, 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 terms and conditions of the Bid Documents 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. Minimum amount of 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 condition to the following License fee quoted which will in turned be paid by Railway to the concerned Government Department.

The annual license fee offered (in Indian Rupees), **Payable annually**, is in the table below:-

(In Indian Rupees Only)

| Particulars | Amount in Figure (Rupees) | Amount in words (Rupees) |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------|
| License fees payable to Railway per annum (This License fee quoted in exclusive of GST and all other applicable taxes.) | | |

My/Our Price Bid shall be binding upon me/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:

3. In case of discrepancy in the amount quoted in figure and words, the amount written in words will be taken into consideration.
4. Bids with overwriting, correction or insertion in the table above shall be rejected.

CHAPTER – 2 : SELECTION PROCESS

2.1 Opening of Bids :

- 2.1.1 Railway shall open the Bids at **16:00** hrs. 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.
- 2.1.2 To facilitate the examination of Bids, Railway may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

2.2 Test of Eligibility:-

- 2.2.1 Each Bid shall be considered eligible only if:
- (a) it is received as per formats at Chapter-1 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 request in this Documents and/or Bidding Documents (in the formats same as those specified);
 - (f) it contains a Demand Draft/an attested copy of the receipt for payment towards the cost of this Documents of Rs. (Non refundable) to Railway;
 - (g) it is accompanied by the receipt of Earnest Money of Rs/- (Rupees only) in the form of Bank Demand and Draft drawn on any Schedule Bank in India.
 - (h) It does not contain any condition or qualification; and
 - (i) It fulfils all conditions mentioned at Chapter-3 of Section A.
- 2.2.2 No request for alteration, modification, substitution or withdrawal shall be entertained by Railway in respect of such Bid.

2.3 Contacts during Bid Processing:-

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 Bid 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 failing which his tender application will be summarily rejected.

2.4 Selection Process:

- 2.4.1 Among the eligible bidders, the bidder offering highest License fee will be selected. If more than one eligible bidder has quoted the same price, then the selection will be done on draw of

lots. The eligible bidders will be advised the date, time and venue of the draw through courier/Regd. AD/E-mail so that they may attend the draw if so desire.

- 2.4.2** After selection, a letter of Award (the “**LOA**”) shall be issued by Railway to the Selected Bidder and the Selected Bidder shall, within 07(Seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the even 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 retendering. 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 Contracts.
- 2.4.3** 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(Fifteen) days of the receipt of the LOA. The Selected Bidder shall not be entitled to seek any deviation in the License Agreement.
- 2.4.4** The Licensee (Selected Bidder) shall be required to submit a Security Deposit as per Article of the Master License Agreement at Section-D.
- 2.4.5** Railway will provide space for erecting the stall. The Licensee (Selected Bidder) shall be required to fabricate the modular stall as per the specification of design and material, authorized and approved by Railway and commerce business within 30 days of receipt of communication informing provision of space for 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.
- 2.4.6** If the highest bidder (H1) withdraws or fails to take up or to start the contract, he shall be debarred by Railway for further anticipation in all catering contracts over Indian Railways including IRCTC for a period of (5) years.

SECTION-C

1. SPECIAL CONDITIONS OF CONTRACT-1

2. SPECIAL CONDITIONS OF CONTRACT-II

**SPECIAL CONDITIONS OF CONTRACT-1
(MENU, Quantity and Rates for Standard Meals)**

TARIFF FOR STADARD MEALS, BREAKFAST TEA/COFFEE ETC.

| Sl.No. | ITEM | TARIFF (In Rs) |
|--------------------------------------------|------|-----------------|
| As provided by Railway Board/Zonal Railway | | |
| <u>DETAILS OF MENU</u> | | |
| Sl.No. | ITEM | Details of Menu |
| As provided by Railway Board/Zonal Railway | | |

tems for Catering and Vending.

| Sl. No. | ITEMS |
|--------------------------------------------|-------|
| As provided by Railway Board/Zonal Railway | |

Note:-

1. A-la-carte Items to be sold at rates & weights as approved by Railway from time to time.
2. Railway may change the rates & weights of standard items from time to time and the license shall abide by the changes. However, there will be no change in License fee.

SPECIAL CONDITONS OF CONTRACT-II

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

HYGINE AND QUALITY PARAMETERS FOR KETCHEN, FOOD HANDLING, CLEEANLINESS, 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 Mobile's 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 Complaint.
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: $< 5^{\circ}$ C and for Non Vegetarian $< 10^{\circ}$ C.
5. Observe presence of dust and foreign material like stones, hairs, nuts, bolts, wires, staples, feathers, rat, droppings, paper, cigarette ends, earrings, fingernails, buttons, pen tops etc. and discarded such batches/ lots.
6. Food should be placed 10 inches above the ground, in an area free from contamination.
7. The entire facility, including the floors, walls, ceilings, windows, screens, door etc. must be cleaned at regular intervals to prevent any accumulation of rubbish.
8. All food contract surfaces should be cleaned and sanitized after every use.
9. The production area must be thoroughly cleaned at least twice in every 24 hrs. 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 produces, Separate scales will be provide 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 took 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. Where 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 surface.
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 rule of hygiene.
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.
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 whilst 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 labeled 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 from 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. The special conditions will be notified before the issue of bid notice.

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SPECIAL CONDITIONS OF CONTRACT – II
(Hygiene and quality Parameters for Static catering Stalls on Platforms)
HYGIENE AND QUALITY PARAMETERS FOR KITCHEN, FOOD HANDLING, CLEANLINESS,
PACKAGEING

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 indentifying food hazards and applying and monitoring necessary control measures at points critical to safety. The HACCP approach is being actively encouraged for ensuring for 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 particulars, 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 gates 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 surface.
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 whilst 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 labeled 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 from 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. The special conditions will be notified before the issue of bid notice.