

Tender Notice (Commercial Branch)

NIT: C/BPL/Catg./157/RRM/Allotment/2013

Date:-08.05.2013

For and on behalf of President of India, Sr. Divisional Commercial Manager, West Central Railway, Bhopal invites sealed bid on two packet system i.e. Packet“A” containing technical bid and Packet“B” containing only financial bid for allotment of Refreshment Room for provision of catering services at Bhopal, Itarsi and Bina stations for a period of five years, details mentioned as under:

S	Name of	Categor	Nature of	Area in	Earnest	Reserve price	Period	Cost of
N	station.	of	work.	Sqft.	Money.	Per Annum		tender
Station.			(in `.)		(in `.)		Form. (in `.)	
1	Bhopal	A1	Refreshment Room Veg/Non.veg	1480	525925/-	1051850/-	Five years	5000/-
2	Itarsi	A	Refreshment Room, Veg.	2318	550350/-	1100700/-	Five years	5000/-
3	Itarsi	A	Refreshment Room, Non veg	1726	769800/-	1539600/-	Five years	5000/-
4	Bina	A	Refreshment Room Veg/Non.veg	2108	405700/-	811400/-	Five years	5000/-

The tender form will be received up to **15.00 hrs on 12.06.2013** through tender box kept in the office of Divisional Railway Manager, Commercial Branch, West Central Railway, Bhopal. The tenderers should submit both offer separately in big envelop duly subscribed as Tender for allotment of above mentioned work at Railway station.

The packet “A” will be opened soon after the closing time in presence of Tenderers or their authorized representatives who wishes to be present there. The packet “B” will be opened later on of those tenderer only who qualifies in packet “A” i.e. techno commercial bid. If, on tender opening day, it happens to be holiday by any means then tender will be opened on next working day at same time and venue.

“The interested Bidders may purchase ‘Bid Documents’ between **10.00 hrs to 17.00 hrs.** on all working days **from 13.05.2013 to 11.06.2013** in person from the office of Sr. Divisional Commercial Manager, West Central Railway, DRM’s Office, Bhopal on payment of nonrefundable cost of tender form as per detail mentioned above in the form of”

- Demand Draft/Banker’s cheque in favour of Sr. Divisional Finance Manager, West Central Railway, Bhopal, drawn on any scheduled Nationalized bank in India.
- Cash deposited at the cash office at Bhopal & Habibganj Railway duly supported with original Cash Receipt/Money Receipt indicating the Bid Number and due date of submission. The cost of tender form will not be refundable at any cost.

Bid document can also be downloaded from the website <http://www.wcr.indianrailways.gov.in> from **13.05.2013 to 12.06.2013 at 13.00 hrs.** and the bids can be submitted on the downloaded document along with a separate Demand Draft towards the cost of tender form at the time of bidding, failing which the offer will be summarily rejected.

The bid must be accompanied by Earnest Money as mentioned above in the form of FDR / Bank Demand Draft in favour of Sr. Divisional Finance Manager, West Central Railway, Bhopal drawn on any Nationalized Bank.

Sealed bids should be dropped in the designated box kept in the office of Sr. Divisional Commercial Manager, West Central Railway, Divisional Railway Manager Office, Bhopal upto 15.00 hrs of 12.06.2013. Bids will be opened on the same day at 15.30hrs. in the presence of Bidder/Bidder’s representatives who wish to attend for which 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. Railway reserve the right to accept/reject any or all Bids without assigning any reason thereof. The Bidder fulfilling the eligibility criteria will be evaluated based in the evaluation criteria in this Bid document.

DRM(C)/BPL

WEST CENTRAL RAILWAY
BID DOCUMENT
FOR
PROVISION OF CATERING SERVICES ON
MAJOR STATIC UNIT- ONE VEG./NON.VEG REFRESHMENT ROOM AT
BHOPAL STATION OF A-1 CATEGORY

DATED :- 12.06.2013

BID NO :- 01

KEY INFORMATION

Cost of Bid Document	Non refundable amount of Rupees Five Thousand only { ` 5000.00 }
Bid submission date and time	Date 12.06.2013 and Time 15.00 Hrs.
Contact Authority	SR. DIVISIONAL COMMERCIAL MANAGER WEST CENTRAL RAILWAY, DRM OFFICE BHOPAL, MADHYA PRADESH

SR. DIVISIONAL COMMERCIAL MANAGER
DRM OFFICE, WEST CENTRAL RAILWAY
BHOPAL, MADHYA PRADESH

DISCLAIMER

- 1 West Central Railway (therein 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 person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form 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 the 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.

BID NOTICE

1. For and on behalf of the President of India West Central Railway invites sealed bid on single stage two packet system, from food and catering service providers for **“Provision of catering services at Major static unit - One Veg./Non.Veg. Refreshment Room at BHOPAL station of category A-1”**.
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 to 17.00 hrs on all working days from **13.05.2013 to 11.06.2013** in person from the Railway Office at the address given in Paragraph 9 below, on payment of non refundable document fee of Rs. 5,000/- {Rupees Five thousand only) in the form of :
 - a. Demand draft/Banker’s Cheque in favour of ‘Senior Divisional Finance Manager, West Central Railway Bhopal, payable at Bhopal drawn on any Nationalized Bank in India.
 - b. Cash deposited at the Booking Office Bhopal/Habibganj station of the West Central Railway duly supported with original Cash Receipt /Money Receipt indicating the Bid number and due date of submission.
4. **Bidding Document** can also be downloaded from the website www.wcr.indianrailways.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 the time of bidding, failing which the offer will be summarily rejected.
5. **Earnest Money:** The bid must be accompanied by Earnest Money of ` **5,25,925/- {Rupees Five lacks twenty five thousand nine hundred twenty five only}** in the form of FDR/Bank Demand Draft drawn on any Nationalized Bank in India.
6. **Receipt of Bids:** Sealed bids should be dropped in the designated box at the address given in Para 9 below not later than **15:00 hrs on 12.06.2013**. Bids shall be opened on the same day at 15.30 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.
7. Railway reserves the right to accept/reject any or all Bids without assigning any reasons 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, West Central Railway
BHOPAL, Pin Code 462024
Tel: 0755-2457175, Fax 0755-2457166
E-Mail: www.wcr.indianrailways.gov.in

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 Major Static Unit number/name – One Veg. / Non.Veg. Refreshment Room at Bhopal station of A-1 category, 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) 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 Major Static Unit number/name - **One Veg. / Non.Veg. Refreshment Room at Bhopal station of A-1** category of the Railway
- (b) The Licensee shall be responsible for providing catering services for items as authorized by the Railways from the Major Static Unit number / name – **One Veg. / Non.Veg. Refreshment Room at Bhopal station.**
- (c) The Major Static Units will include Refreshment Rooms (at A1 category stations) and Jan Ahaar outlets.
- (d) Refreshment rooms serve snacks and a-la-carte items, standard meals, standard breakfast, thali meals as authorized by the Railway. Refreshment Room may be converted in to Jan Ahaar by the Railway depending upon the need.
- (e) The items including recipe, menu and tariff of the items will be decided by the Railway from time to time.
- (f) The Major Static Units would provide service of including provision of Take Away food packaging to the passengers. The take away food should be served in hygienic, sealed/covered, attractive bio-degradable packaging.
- (g) The Licensee shall provide computerized point of sale billing system with prominent display and each sale transaction must be recorded in this billing system.
- (h) These units may also function as mini base kitchen in absence of mega/medium base kitchen with the approval of Railway to supply food to other catering units on transfer rate basis as fixed by Railway Board from time to time. For example, if the transfer rate of an item is in the ratio 75:25 of the price approved, then the major static units shall sell items to the other catering units at 75% of the approved price.
- (i) The other catering units to be supplied food from these units will arrange to pick up the food from the premises of these units where details of sale transaction must be recorded in the computerized billing system.
- (j) In case of these units working as mini base kitchen, the transportation of food from the unit to pantry car/other static units will be done through state-of-the-art covered trolleys of stainless steel.
- (k) The Licensee shall be responsible to display the “Rail Ahhar” logo prominently at all places including the packaging material of food, uniform of waiters and other staff etc and shall abide by the instructions of Railway in this regard from time to time.

- (l) It is mandatory for the licensee to sell Rail Neer (Packaged Drinking Water-1000 ml) chilled or in such quantities and rates prescribed by Railway from time to time. The licensee will 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 Railway.
- (m) The Licensee is encouraged to provide low cost regional cuisines, take away food items, a-la-carte items, dietary and infant foods, at tariff approved by Railway subject to authorization from the Railway.
- (n) 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 Special Conditions of Contract II.
- (o) 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. Licensee shall be responsible for disposing the garbage suitably at the designated location outside the station/maintenance area. All garbage bins must b e labeled, cleaned and sanitized regularly.
- (p) The Licensee shall further be responsible to make adequate arrangements in terms of all equipments and manpower, at its own cost, as per policy directives.
- (q) The gadgets and equipments provided in the major unit including the kitchen equipment should be conforming to the latest state of art technology. The major unit will have to be ISO 22000 certified in a time bound manner.
- (r) The Licensee shall depute staff who will be required to manage the catering operations and serve food to the passengers The Licensee shall ensure that the staff deputed on the unit should maintain good conduct, etiquette, personal hygiene, politeness and courtesy, issue bills to passengers etc. 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.
- (s) The Railway may grant limited rights to the Licensee to commercially advertise on disposable accessories that may be used by the Licensee in rendering catering services. Such grants would be duly authorized by Railway for each produce and the duration of which shall be specified by the Railway.
- (t) The Licensee shall ensure availability of hand held fire extinguishers with the staff having knowledge of operation of the equipment.
- (u) In consideration of the award of the License to the Licensee, the Licensee shall be liable to pay Annual License Fee to Railway for the tenure of the License, and it shall be more than minimum license fee determined by Railway.
- (v) The Annual License Fee shall be paid every year. For the first year. License fee shall be paid fifteen (15) days prior to the Commencement of the License and for subsequent years it shall be paid minimum fifteen (15) days before the completion of each preceding year of License.

1.3 **Tenure of license**

The tenure of this license shall be for a period of five (5) years from the date of commencement of the license as defined in Para 1.1 of the Master License. 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 of Section B. Each Bidder 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 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.
- 2.1.4 It is clarified that prior to making a Bid, the Bidder shall pay to Railway a nonrefundable sum of `5,000/- { ` five thousand only} as the cost of this document. In case the Bidding document has been down loaded from the website *www.wcr.indianrailways.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 envelope marked 'Cost of bidding Documents' failing which the offer will be summarily rejected.
- 2.1.5 The Bidder shall deposit an Earnest money of ` . 5,25,925/- (` Five lacks twenty five thousand nine hundred twenty five only) in the form of FDR / Bank Demand Draft issued by any Nationalized Bank. The FDR/ Bank Demand Draft shall be drawn in favour of Sr, Divisional Finance Manager, West Central Railway, Bhopal and payable at Bhopal. Railway shall not be liable to pay any interest on the Earnest money.
- 2.1.6 The validity period of the FDR / Bank Demand Draft, shall not be less than 180 days from the Bid Due date. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money. If and when the validity of the bid is extended by a bidder, the validity of the FDR/ Bank Demand Draft will accordingly be extended.
- 2.1.7 The earnest money of unsuccessful Bidders shall be returned, with out 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. The Earnest Money can also be converted in to Security Deposit for the successful bidder.
- 2.1.8 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.
- 2.1.9 The information provided by the bidder during the bid shall be binding on the bidder during the performance of contract.
- 2.1.10 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.
- 2.1.11 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 supplemental information sought by Railway for evaluation of the Bidding Documents, or
 - c) The bidder withdraws its offer within the validity period.
- Further the offer shall not be considered for the award of contract.
- 2.1.12 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 Bid Number 01 Bid Name-**One Veg/Non veg RRM due on 12.06.2013**”

- 2.2. Brief description of the Bidding Process
- 2.2.1 Railway has adopted a system of inviting sealed bid on two packet system, (the “Bidding Process” from experienced and reputed food and catering service providers for “provision of catering services on Major Static Unit number/name – **One Veg./non veg. RRM at Bhopal station of ‘A1’ category**” 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/consortia 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 shortlisted 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 an Bid, the Bidder shall pay to Railway a non-refundable sum of ` .5,000/-{Rupees Five Thousand only} as the cost of this Document.
- 2.2.3 The Bidders shall be responsible for all 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 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) of the grounds for Railway’s action.
- 2.2.6 **Bids with alterations, overwriting etc. shall be liable to be rejected.**
- 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 Bidding Document, and seal it in an envelope and mark the envelope as “BID”
- 2.3.2 Packet-A, shall contain all documents specified Chapter-1 of Section B, including:-
- (i) Bid in the prescribed format (Clause 2.2) along with Annexures and supporting documents;
 - (ii) Power of Attorney for signing the Bid as per the format at Annexure A/5(Section B)
 - (iii) Copy of memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its Partnership Deed,
 - (iv) Copies of Bidder’s balance sheet and profit and loss account for the Preceding 5 years duly audited by Chartered Accountant
 - (v) FDR for **Rs.5,25,925/- {Rupees Five Lakh Twenty Five Thousand Nine Hundred**

- Twenty Five only/-}** as Earnest money in favour of Sr. Divisional Finance Manager, West Central Railway, Bhopal payable at Bhopal 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 of ` .5000/- {Rupees Five thousand only} superscribed 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 Major Static Unit number/name- One Veg./ Non. Veg. RRM at Bhopal station of ‘A1’ category” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Opening 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: | - | Divisional Railway Manager (Commercial)
West Central Railway |
| ADDRESS: | - | DRM Office, Habibganj,
Bhopal-462024 |
| FAX NO. | - | 0755-2457166 |
| E-MAIL ADDRESS | - | www.wcr.indianrailways.gov.in |
- If the Bids are hand delivered they should be dropped in the Bid box provided in Railway office address given above.
- 2.3.6 Bid submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 2.4 **Bid opening date:- 12.06.2013**
- 2.4.1 The date of techno-commercial bid opening (i.e packet-A) will be construed as the tender opening date. Bids received by Railway after the specified time on the Bid Opening date shall not be eligible for consideration and shall be summarily rejected. If the bid sent by registered post or courier arrives at the aforementioned 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 date of bid opening 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 15:30 hours. Only the main envelope shall be opened and the Bid shall be checked for availability of Earnest Money and correctness of amount on Earnest Money.
- 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 Correct 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 Railway during a period of 1 (one) year from the date occurrence of such event.
- 2.9.2 For the purpose 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, 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, in order to influence the Bidding Process;
- [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 contract 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.

[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.

CHAPTER 3: ELIGIBILITY CRITERIA AND EVALUATION CRITERIA OF BIDDERS

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

- 3.1 Legal Status of the Bidder:-
 - 3.1.1 The Bidder should be either an individual or a Company incorporated under the Companies Act, 1956 or a Partnership Firm registered under the Partnership Act, 1932.
- 3.2 Experience of Catering Business
 - 3.2.1 For Major Static Unit at all categories of stations, the Bidder should have a minimum of five(5) years of catering business experience. For the purpose of consideration under this clause, catering business shall mean all types of catering as stated in Form Tech 1.
 - 3.2.2 The bidder shall submit a copy of Articles of Association/Partnership Deed certified by Chartered Accountant where catering/hospitality/food and beverage is covered under the Main Objects clause of the agreement.
- 3.3 Minimum Annual Turnover
 - 3.3.1 For Major Static Unit at A1/A/C categories of stations, the bidder must have minimum annual turnover of Rs.50 lakh during each of the preceding five years.
 - 3.3.2 For Major Static Unit at other than A1/A/C categories of stations, the bidder must have minimum annual turnover of Rs.30 lakh during each of the preceding five years
 - 3.3.3 Preceding five years shall be reckoned from the date of bid opening i.e. if date of tender opening is dt-**12.06.2013**, then 2008-09, 2009-10, 2010-11, 2011-12 & 2012-13 shall be considered. The Bidder would submit audited balance sheet and profit and loss account or Income Tax returns of last 5(five) years.
- 3.4 **Financial Standing**
 - 3.4.1 For Major Static Units at A1/A/C category stations, the bidder must have profit or loss + accumulated reserves + share capital minimum of Rs.20 lakh during each of the preceding five years.
 - 3.5.2 For Major static units at other than A1/A/C category stations, the bidder must have profit or loss + accumulated reserves + share capital minimum of Rs.12 lakhs during each of the preceding five years.
 - 3.4.3 Preceding five years shall be reckoned from the date of bid opening i.e. if date of tender opening is dt- **12.06.2013**, then 2008-09, 2009-10, 2010-11, 2011-12 & 2012-13 shall be considered. The bidder would submit audited balance sheet and profit and loss account or Income Tax returns of last five (5) years.
- 3.5 Additional Mandatory Requirements
 - 3.5.1 All other mandatory requirements have been enlisted at Annexure A/2, Chapter 1 of Section B of the Bid document. This includes Permanent Account Number, VAT/Service Tax Registration etc.
- 3.6 **EVALUATION CRITERIA**
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 ‘B’

Section 'B'

Chapter 1 Techno-Commercial Bid (Packet A))

Chapter-2 Price Bid (Packet B)

Chapter-3 Evaluation Criteria

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)
Supporting forms for Techno-Commercial Experience
(Tech Forms 1 to 3)
- v. Self Declaration Form of Techno-Commercial Experience
(Annexure A/5)
- vi. Power of Attorney for signing of bid (Annexure- A/6)
- vii. Bank Guarantee (Annexure-A/7)

Chapter 2 : Price Bid- Packet B

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

Chapter 3 : Evaluation Criteria.

TECHNO-COMMERCIAL BID
[PACKET-A]

CHAPTER-1; TECHNO-COMMERCIAL BID-PACKET-A

Annexure-A/1

Covering Letter Comprising the Bid

Dated:

To

.....
.....
.....

Sub:- Bid for the award of License for “Provision of Catering Services at Major Static Unit Number- One Veg./Non.Veg. RRM At Bhopal Station of ‘A1’ Category

Dear Sir,

1. With reference to your Bid Document No.....dated.....I/We, having examined the Bidding 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 the 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 Annexure 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 to reservations to the Bidding Documents, including any Addendum 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-2, Para 2.9 of the Bid Document, in respect of any bid or request for proposal issued by or any agreement entered in to with Railway.
 - c) I/We hereby certify that we have taken steps to ensure that in conformity with the provision of Section A, Chapter 2, Para 2.9 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-2 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 one (1) years.
10. In the event of my/our being declared as the Selected Bidder, I/We agree to enter in to 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 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 in to 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 FDR/Bank 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.

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)

Place:

Name and seal of the Bidder.

Annecure-A/2
Mandatory Information for Eligibility of the bid
For Major Static Unit No/Name-One Veg./Non.Veg. RRM At Bhopal, A1
Category

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.

S. No	Techno-Commercial Criteria	Details	Page 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 Number(s)		
4	Details of the Earnest Money for Amount `5,25,925/- (. Five lacks twenty five thousand nine hundred twenty five only) in the form of through FDR/DD, in favour of Sr. Divisional Finance Manager West Central Railway Bhopal, payable at Bhopal		
5	Specify the Legal Status of the bidder: Company/Partnership Firm/Individual		
6	In case of Company, Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business.		
7	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.		
8	PAN Number of the bidder (Please enclose the attested photo copy of the PAN card issued by Income tax Department)		
9	Service Tax/VAT Number of the bidder (Please enclose the attested photocopy of service Tax/VAT Registration Certificate issued by relevant authorities)		
10	Turnover of the bidder for the preceding five years viz. 2008- 2009, 2009-10,2010-2011,2011-2012 & 2012-2013 (if the tender opening is during 2013-14) (Please enclose a statement duly certified by a Chartered Accountant)		
11	Commercial Gas Cylinder License of the bidder by IOC/HPCL/BPCL etc. (Please enclose attested photocopy of Commercial Gas Cylinder License)		

12	Financial standing of the Bidder for the preceding five years viz.2008-2009, 2009-10, 2010-2011, 2011-2012 & 2012-2013 (Please enclose a statement duly certified by a Chartered Accountant)		
13	Size of the Establishment		
14	Quality certifications available for restaurants/franchised outlets/canteen or Mess operated by the bidder Please fill this information as calculated in the format at Form-Tech-3		

Note:-

1. The details as required in “Annexure-A/2” must be submitted with supporting documents for each 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:

Annexure-A/3

Affidavit

(to be submitted on non-judicial stamp paper of appropriate value)

1. I.....s/o.....r/o.....furnishing this affidavit in my capacity as an individual/partner of firm...../Director of Body Corporate..... and solemnly affirm and state as under:-
2. That I/we hold as on date following catering licenses of Indian Railway:

Type of Unit	Date of commencement of License	Licence Fees (in Rs.)	Date and Cash Receipt number of Last license fees paid
Mobile Units(Pantry/TSV)			
Train No.....			
Train No.....			
Multi Cuisine Food Plaza/ Food Court/Fast Food Unit			
Station.....			
Station.....			
Other Major Static Units like AVMs/ Base Kitchen/RR etc			
Station.....			
Station.....			
Minor Static Units			
Station.....			
Station.....			

Note:- The ceiling limit on holding of catering licenses shall be governed as per para no.19 of catering policy, 2010 or any amendments as issued from time to time

VERIFICATION:

Verified aton this.....day of2013, 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**

.....

Annexure-A/4
TECHNO-COMMERCIAL EXPERIENCE OF THE BIDDER
For Major Static Unit One Veg./Non Veg.Refreshment Room At BHOPAL
Railway Station, Platform No-1 of 'A-1' Category.

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	Page Nos.
		(to be filled by the bidder)	
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	Average annual turnover of the bidder from catering business in the preceding 5 financial years (with respect to all Railway/Airport/Bus station/ Industrial/canteens/Mess) (5 years to be counted as per S.No.10 of Annexure-A/2) Please fill this information as calculated in the format below at Form-Tech 1		
3	Average Financial Standing of the bidder in the preceding 5 financial years (5 years to be counted as per S.No.10 of Annexure-A/2) Please fill this information as calculated in the format below at Form –Tech-2		
4.	Experience of the Railway catering in terms of no. of years		

Note:

- 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
- 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/4" are true to the best of my/our knowledge and also that we shall be found by the acts of my/our duly constituted attorney.

I/We further understand that in case of any information submitted by me/us being found to be incorrect either before or even after the award if 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 5 financial years(5 years to be counted as per S.No.10 of Annexure-A/2

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, certificates from the concerned agencies as the case may be) are to be enclosed.

Provide details of annual revenues for each head, as applicable, for the last 5 financial years:-

(for example, for the bid opening on 25/05/2013, details of following years shall be submitted)

	2008-09	2009-10	2010-11	2011-12	2012-13	Average
List Train Numbers						
1						
2						
3						
List Static Unit and Station						
1						
2						
3						
Total revenue From Rly. 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) Chartered Accountant's Seal
 Name of the CA: CA's Address.
 CA Registration Number:
 CA's Telephone / Fax Number

Form Tech-2: Average Financial standing of the Bidder in the preceding 5 Financial Years

(5 years to be counted as per S.No.10 of Annexure-A/2)

- 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 the year = profit or loss for the year+accumulated reserves+share capital

(for example for the bid opening on 25.04.2013, details of following years shall be submitted)

		2008-09	2009-10	2010-11	2011-12	2012-13
Profit or(Loss) during the year	A					
Accumulated reserves and surplus	B					
Share capital	C					
Financial standing (=A+B+C)						
Total financial standing		Sum of 05 years				
Average financial standing						
		Total divided by 5				

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:
 CA Registration Number:
 CA's Address:
 CA's Telephone/Fax Number

Chartered Accountant's seal

Form Tech-3: Quality Certifications

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

For quality certifications, please provide information in the following format:

Type of Unit	Total number of units owned by operated by the bidder	Number of units with valid ISO 22000:2005 Certificate	Number of units with valid HACCP certificate	Number of units with valid ISO 9001:2008 certificate	Number of units with no such valid certification
Restaurants (owned and operated by the bidder)					
Franchised outlets					
Institutional canteens/Mess					
Other catering units					
Total		L	M	N	O
QS Factor		10	05	3	NIL
		10 x L	5xM	3xN	
Total QS(P)		=10xL+5xM+3xN			

Please attach a copy of the each such certification for each unit separately.

Note:

1. The total quality score(TQS) of each bidder shall be calculated as above
2. For grading of quality score following method shall be used.
 - a. The highest quality score (HQS) amongst all bidders shall be determined
 - b. The Relative QS (RQS) of all bidders shall be determined by dividing Their respective total QS with HQS.

.....

Bidders seal

(Bidders signature and Date)

Name of the authorized Signatory:

Name of the Bidder

Form Tech-4: Details Of Base Kitchen

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

Provide details of Base kitchen owned and operated by the Bidder (as on the date of submission of bid)

S. No	Location of Base Kitchen with Complete address	Number of Meals prepared per day on average
1		
2		
R		
TOTAL R=		TOTAL =Q

Note:

1. Number of meals implies lunch and dinner only
2. Any kitchen activity for providing meals in a programmed manner will be admissible for weightage.

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 seal

(Bidders signature and Date)

Name of the authorized Signatory:

Name of the Bidder

ANNEXURE-A/5—SELF DECLARATION FORM
FOR TECHNO-COMMERCIAL EXPERIENCE FOR MAJOR STATIC UNIT
ONE VEG./NON VEG REFRESHMENT ROOM AT BHOPAL RAILWAY STATION
OF ‘A-1’ CATEGORY STATIONS

Please TICK at the appropriate Box

<i>S.No.</i>	<i>Technical Criteria</i>	<i>Criteria</i>	<i>Score</i>	<i>Tick</i>
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:-		
		More than 20 years	10	
		Between 14 and 17 years	7	
		Between 11 and 14 years	5	
		Between 8 and 11 years	3	
		Between 5 and 8 years	1	
2.	Average Annual Turnover of the bidder from catering business in the preceding 5 financial years (with respect to all Railway/Airline/ Industrial/Institutional Canteens/ Mess being operated) Please fill this information as calculated in the format at Form-Tech.1 (Value of “C”)	If value of ‘C’ determined in Form Tech.-1 is:-		
		More than ` 100 lakh	10	
		Between ` 80 lakh and ` 100 lakh	8	
		Between ` 70 lakh and ` 80 lakh	5	
		Between ` 60 lakh and ` 70 lakh	3	
		Between ` 50 lakh and ` 60 lakh	1	
3.	Average financial standing of the bidder in the preceding 5 financial years Please fill this information as calculated in the format at Form-Tech.2	If the average financial standing of the bidder as determined in Form Tech-2 is;		
		More than ` 50 lakh	10	
		Between ` 40 lakh and ` 50 lakh	8	
		Between ` 30 lakh and ` 40 lakh	5	
		Between ` 25 lakh and ` 30 lakh	3	
		Between ` 20 lakh and ` 25 lakh	1	
4.	Total experience of the bidder in Railway catering Please fill this information as per the certificate/letter of experience/ Allotment letter provided by the Railway authorities concerned.	If experience of catering business in Railway, as determined from the certificate submitted is;		
		15 years and above	5	
		Between 15 and 12 years	4	
		Between 12 and 9 years	3	
		Between 9 and 7 years	2	
		Between 7 and 5 years	1	

		Less than 5 years	NIL	
<i>S.No.</i>	<i>Technical Criteria</i>	<i>Criteria</i>	<i>Score</i>	<i>Tick</i>
5.	Total number of Base kitchens owned and operated by the Bidder Please fill this information from the Form-Tech.4 (Value of 'R')	If the value of 'R' as determined in Form Tech.-4 is;		
		8 or more than 8	10	
		Between 5 and less than 8	6	
		Between 3 and less than 5	4	
		Between 1 and less than 3	2	
6.	Average number of meals prepared per day in the Base Kitchen Please fill this information from the Form-Tech.4 (Value of 'Q')	If the value of 'Q' as determined in Form Tech.-4 is;		
		More than 8000	5	
		Between 4000 and 8000	3	
		Between 1000 and 4000	2	
		Between 500 and 1000	1	
7.	Quality Certifications for bidders restaurants/franchised outlets, bidder operated Canteen or Mess	If the 10xRQS*, as determined in Form Tech.-3, is;		
		Between 8 and 10	10	
		Between 6 and less than 8	8	
		Between 4 and less than 6	6	
		Between 2 and less than 4	4	
		Between 0 and less than 2	2	
		NIL	NIL	

TOTAL TECHNO-COMMERCIAL SCORE = _____ OUT OF 60 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

** The Bid Evaluation Committee will calculate RQS as per note 2 of Form Tech.-3. The weightage assigned for calculation of score will be 10xRQS (10 multiplied by RQS)*

ANNEXURE-A/5—SELF DECLARATION FORM
FOR TECHNO-COMMERCIAL EXPERIENCE FOR MAJOR STATIC UNIT
REFRESHMENT ROOM AT _____ FOR
OTHER THAN ‘A-1’ / ‘A’ / ‘C’ CATEGORY STATIONS

Please TICK at the appropriate Box

<i>S.No.</i>	<i>Technical Criteria</i>	<i>Criteria</i>	<i>Score</i>	<i>Tick</i>
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:-		
		More than 20 years	10	
		Between 14 and 17 years	7	
		Between 11 and 14 years	5	
		Between 8 and 11 years	3	
		Between 5 and 8 years	1	
2.	Average Annual Turnover of the bidder from catering business in the preceding 5 financial years (with respect to all Railway/Airline/ Industrial/Institutional Canteens/ Mess being operated) Please fill this information as calculated in the format at Form-Tech.1 (Value of “C”)	If value of ‘C’ determined in Form Tech.-1 is:-		
		More than ` 60 lakh	10	
		Between ` 50 lakh and ` 60 lakh	8	
		Between ` 45 lakh and ` 50 lakh	5	
		Between ` 35 lakh and ` 45 lakh	3	
		Between ` 30 lakh and ` 35 lakh	1	
3.	Average financial standing of the bidder in the preceding 5 financial years Please fill this information as calculated in the format at Form-Tech.2	If the average financial standing of the bidder as determined in Form Tech-2 is;		
		More than ` 24 lakh	10	
		Between ` 21 lakh and ` 24 lakh	8	
		Between ` 18 lakh and ` 21 lakh	5	
		Between ` 15 lakh and ` 18 lakh	3	
		Between ` 12 lakh and ` 15 lakh	1	
4.	Total experience of the bidder in Railway catering Please fill this information as per the certificate/letter of experience/ allotment letter provided by the Railway authorities concerned.	If experience of catering business in Railway, as determined from the certificate submitted is;		
		15 years and above	5	
		Between 15 and 12 years	4	
		Between 12 and 9 years	3	
		Between 9 and 7 years	2	
		Between 7 and 5 years	1	
	Less than 5 years	NIL		

<i>S.No.</i>	<i>Technical Criteria</i>	<i>Criteria</i>	<i>Score</i>	<i>Tick</i>
5.	Total number of Base kitchens owned and operated by the Bidder Please fill this information from the Form-Tech.4 (Value of 'R') Note – Any kitchen activity for providing meals in a programmed manner will be admissible for weightage.	If the value of 'R' as determined in Form Tech.-4 is;		
		8 or more than 8	10	
		Between 5 and less than 8	6	
		Between 3 and less than 5	4	
		Between 1 and less than 3	2	
		Less than 1	NIL	
6.	Average number of meals prepared per day in the Base Kitchen Please fill this information from the Form-Tech.4 (Value of 'Q')	If the value of 'Q' as determined in Form Tech.-4 is;		
		More than 8000	5	
		Between 4000 and 8000	3	
		Between 1000 and 4000	2	
		Between 500 and 1000	1	
		Less than 500	NIL	
7.	Quality Certifications for bidders restaurants/franchised outlets, bidder operated Canteen or Mess	If the 10xRQS*, as determined in Form Tech.-3, is;		
		Between 8 and 10	10	
		Between 6 and less than 8	8	
		Between 4 and less than 6	6	
		Between 2 and less than 4	4	
		Between 0 and less than 2	2	
		NIL	NIL	

TOTAL TECHNO-COMMERCIAL SCORE = _____ OUT OF 60 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

** The Bid Evaluation Committee will calculate RQS as per note 2 of Form Tech.-3. The weightage assigned for calculation of score will be 10xRQS (10 multiplied by RQS).*

Note:- The Bid Evaluation Committee will also take into account the factors like past performance (ACRs, terminations, blacklisting, complaints etc) of the bidder while evaluating the bid. Bid Evaluation Committee will fix negative marking / score for any negative reports on past performance, if desired. In case of termination / blacklisting in the past, the Tender Committee will award a minimum of 10 marks to the bidder and in all other cases the Committee may decide as per the performance of the bidder.

ANNEXURE-A/6—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 and holding the position of _____ 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 Major Static Unit **One Veg./Non veg Refreshment Room at station Bhopal Railway station, PF No-1 of ‘A-1’ category**”, 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 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

(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.*

ANNEXURE-A/7—PERFORMANCE BANK GUARANTEE BOND

The President of India,
Through the Senior Divisional Commercial Manager
West Central Railway, Bhopal

- 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. _____ 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 ` _____ 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 the reason of breach by the said 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 demand 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 restricted to an amount not exceeding ` _____.
- 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)/supplier(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, 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 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 affecting in any manner our obligations hereunder to vary any of these term and conditions of the said Agreement or to extend the 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 _____ 2013

For _____
(Indicate the name of Bank)

Seal of the Bank

PRICE BID

(Packet – B)

CHAPTER – 2 : PRICE BID (PACKET : B)
ANNEUXRE B/1
PRICE BID

To

Bhopal,
Date:-

Sr. Divisional Comml. Manager
West Central Railway
Bhopal, India.

Sub:- Provision of catering services at Major Static Unit Number - **One Veg./ Non veg Refreshment Room at station Bhopal Railway station, PF No-1 of 'A-1' category**

.....

Dear sir,

We, the undersigned, offer to provide “Provision of catering services at Major Static Unit -**One Veg./Non veg Refreshment Room at station Bhopal Railway station, PF No-1 of 'A-1' category**” 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 further certify that we are ready to provide catering services within the time frame 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.
- 4) I we understand that Railway reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.
- 5) Minimum amount of license fee payable per annum, for this unit as determined by Railway is ` **10,51,850/- (Ten Lacks Fifty One Thousand Eight Hundred Fifty only)**

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

(In Indian Rupees only)

	<i>Amount in Figures (`)</i>	<i>Amount in words (Rupees)</i>
License fees payable to Railway per annum (exclusive of all 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 figure and words, the amount written in words will be taken into consideration.
- 2) Bids with offer of license fee which is less than the minimum annual license fee amount mentioned at S.No.5 above, shall be summarily rejected.
- 3) Bids with overwriting, correction or insertion in the table above shall be liable to be rejected.
- 4) The license fee quoted by the Licensee is liable to be varied on a pro-rate basis, in the event of the changes in catering tariff after submission of bid. The variation in license fee shall be determined by Railway, assessing the corresponding changes in catering sales and income to the Licensee.
- 5) For para 4 above, the value estimated by Railway shall be final and binding on the Licensee.

CHAPTER – 3 : EVALUATION CRITERIA

3.1 Opening and Evaluation of Bids:-

- 3.1.1 Railway shall open the bids at 15.30 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 bidders 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) & Chapter-2 (Packet B) of Section B.
 - b) It is received by the bid opening date including any extension thereof.
 - c) It is signed, sealed, bound together 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 of ` 5,000/- (Rupees Five thousand only) (non refundable) to Railway.
 - g) It is accompanied by the receipt of earnest money of ` **5,25,925/- (Rupees Five lacks twenty five thousand nine hundred twenty five only)** in the form of Bank FDR drawn on any Nationalized Bank in India.
 - h) It does not contain any condition or qualification; and
- 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 interest 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 bidder(s) 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 3) 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 score 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, appropriate the Earnest Money of such selected bidder as mutually agreed genuine pre-estimated loss and damage suffered by Railway on account of failure of the selected bidder to acknowledge the LOA, and the next eligible bidder may be considered. It is clarified that in case the selected bidder refuses to accept the LOA, it will be debarred from participating in the bidding process for similar future license/contract of Railway for a period of one (1) year.

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 fifteen(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.

SECTION C

- 1. Special Conditions of Contract I**
- 2. Special Conditions of Contract II**

SPECIAL CONDITIONS OF CONTRACT – I
(Menu, Quantity and Rates for Standard Meals)

TARIFF FOR STANDARD MEALS, BREAKFAST TEA/COFFEE ETC.

<i>S.NO</i>	<i>I T E M</i>	<i>TARIFF(In `)</i>
1.	Standard Tea (150 ml.) in disposable cup (Kulhar) of 170 ml.	05.00
2.	Tea with Tea bag (150 ml) in disposable cup (Kulhar) of 170 ml.	07.00
3.	Coffee using Instant Coffee powder (150 ml.) disposable cup (Kulhar) of 170 ml.	07.00
4.	Rail Neer/Packaged Drinking water (i) 1 litre bottle (chilled) (ii) 500 ml bottle (chilled)	15.00 10.00
5.	Janta Meal (in quality disposable card board boxes)	15.00
STANDARD BREAKFAST		
6.	Vegetarian	25.00
7.	Non-vegetarian	30.00
CASSEROLE MEALS		
8.	Standard vegetarian	45.00
9.	Standard non-vegetarian	50.00
THALI MEALS		
10.	Standard vegetarian	35.00
11.	Standard non-vegetarian	40.00

DETAILS OF MENU

<i>S.NO</i>	<i>I T E M</i>	<i>DETAILS OF MENU</i>
1.	Standard Tea (150 ml.)	Paper cups used should be of 170 ml. capacity
2.	Tea with Tea bag (150 ml)	Paper cups used should be of 170 ml. capacity
3.	Coffee with instant coffee powder (150 ml.)	Paper cups used should be of 170 ml. capacity
4.	Janta Meal (in quality disposable cardboard boxes)	
	Poories = 7 Nos.	→175 gms.
	Allu Dry Curry	→150 gms.
	Pickle Sachet	→15 gms
	Green Chilli	→1 no.

ITEMS FOR CATERING & VENDING

<i>S.NO.</i>	<i>ITEM</i>
1.	Hot Beverages → Tea, Coffee, Soup thru' AVM machine(s) only.
2.	Cold Beverages → Approved brands of soft drinks, Tetra pack Fruit Juices, Health drinks.
3.	Indian Sweets
4.	Packaged drinking water → (RAIL NEER) / Brands conforming to IS:14543 of 2004 prescribed by Railway from time to time.
5.	Confectionery items → Cake, Pastry, Patties, Chocolates etc.
6.	Bakery items → Bread, Bun, Sandwich (Veg.) etc.
7.	Proprietary Articles Depot (PAD) items → Biscuits, Chips, Namkeen, Bhujia etc.
8.	North Indian Snacks (Veg.)
9.	South Indian Snacks
10.	Boiled Egg
11.	Litti Chokha

Note:- A-la-carte items and regional cuisines to be sold as per the recipe, menu and tariff as approved by Railway from time to time,

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.

SPECIAL CONDITIONS OF CONTRACT – II

(Hygiene & Quality Parameters for Handling Raw materials, Food and Packaging)

HYGIENE & QUALITY PARAMETERS FOR KITCHEN, FOOD HANDLING, CLEANLINESS AND 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.
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 °C and for non-vegetarian < 10 °C.
5. Observe presence of dust and foreign material like stones, hairs, nuts, bolts, wires, staples, feathers, rat droppings, papers, cigarette ends, earnings, 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 are a 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, door 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. 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 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 and 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 by suitable footwear.
 39. Food or drink should not be consumed whilst working in food handling areas.
 40. 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.
 41. Pest control measures have to be adopted with schedule of pest control to be displayed. Regular AMC schedule should be followed.
 42. Adequate space with separate provision for storage of raw material, cleaning and dressing, preparation of food, packaging and delivery.
 43. Use adequate number of bins for garbage collection. Segregation of waste should be done as bio-degradable and bio non-degradable.
 44. 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.
 45. 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.
46. Regular in-house audit must be undertaken by a trained staff once every week and items recorded.
 47. External audit will be undertaken periodically by an independent agency/ Railway, and items recorded for compliance.
 48. Preparation and handling of vegetarian & non-vegetarian food will be done separately.

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.

MASTER LICENSE AGREEMENT

BETWEEN

WEST CENTRAL RAILWAY

AND

THE LICENSEE

DATE : _____

MASTER LICENSE AGREEMENT

This Master License Agreement (the “Agreement”), is executed at DRM(C), Bhopal on this ____ day of _____ 20__.

BETWEEN

The President of India, acting through the Senior Divisional Commercial Manager West Central Railway, Bhopal (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 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 for the 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’.

WHEREAS:

- A. Railway has mandated under the Catering Policy 2010 (“**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 Number [_____] dated [_____] floated a bid for the license for “**Provision of Catering Services at Major Static Unit Number/Name [_____] at [_____] station of [_____] category.**”
- 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 hereinafter 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 Major Unit from the commencement date of operations which is agreed by the parties to be [_____] (Commencement Date).
- 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 regards catering charges payable to Licensee for providing catering services on the Unit are 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. The plan for commencement of operations shall be approved by Railway and the Licensee shall be bound by it.
- 2.2 The Licensee hereby undertakes that Licensee shall be bound to comply with all submissions, commitments and 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 be five (5) years from the commencement date as defined in Article 1.1 and subject to the provisions of Article 9 and Article 17 herein below, respectively, shall continue until a period of five (5) years from the commencement date.

ARTICLE: 4 — FINANCIAL TERMS & CONDITIONS

4.1 Collection of Revenue by the Licensee-

The Licensee is authorized to collect revenues (inclusive of tax) on issue of invoice directly from passengers in consideration of having rendered catering services on the Major Static Unit.

4.2 License Fee-

- a) The License Fee, for the entire duration of license is ` _____ **(Rupees _____ only)** (hereinafter 'License Fee).
- 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 on pro-rata basis for the entire duration of the license.
- c) The annual License Fee shall be payable in advance for each year of the license, fifteen (15) days prior to the commencement of each year of the license.
- d) There will be 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.
- e) The Licensee will be required to pay all the charges as per the contract agreement and all statutory duties/charges/levies, etc. would also be borne by the Licensee as and when due.

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, nay delay in payment of License Fee shall attract interest @14% per annum (Prime Lending rate + 2% percent), calculated for the number of days of default. Railway reserves the right to terminate the license, in case the Licensee fails to make payment within six months of the due date.

4.4 Payment of taxes-

The Licensee is authorized to collect tax on issue of invoice directly from passengers in consideration of having rendered catering services, excluding rates standard items at rates fixed by Ministry of Railway from time to time. Licensee,

thus, agrees that all taxes payable on account of the grant of license including sales tax, etc., 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 **Senior Divisional Finance Manager, WCRly., Bhopal** payable at **Bhopal**.

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 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.

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, 15 (fifteen) days prior to the commencement of License.
- 5.2 Security Deposit shall be paid in the form of Bank Draft / Performance Bank Guarantee (PBG) / FDR in the name of Sr. Divisional Finance Manager, WCR/ Bhopal. The said BG shall be paid for in the manner as set forth in the bid. The said PBG shall given in format provided at Chapter 1 of Section B), valid for the Terms of the Agreement and a period extending 6 months beyond the Term of the Agreement. Railway agrees to discharge the Security Deposit within 90 days from the expiry of the aforementioned period after deduction/settlement of outstanding dues against 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 any other remedy under this Agreement.

ARTICLE : 6 — RIGHTS & OBLIGATION OF THE LICENSEE

6.1 General

- a. The Licensee hereby agrees to fulfill all technical & 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 Major Static Unit 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 and 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, 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 unit 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 Unit and provided to the passengers on demand. Emphasis will be given on availability of low cost popular combo meals which will be decided by the Railway. Take away facility in attractive bio-degradable packing would be encouraged at all major static units. A nominal additional charge can be levied for eco-friendly bio-degradable packing of 2/3 types of attractive standard type of packaging. The Licensee shall seek prior approval of the Railway before printing of menu and tariff cards including for the Take Away facility.

6.4 **Sale of items with the Railway 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 Major Static Unit and will have the right of user only on leave and license basis.

6.6 **Compliance of Food Adulteration Act and other statutory laws**

- a) The Licensee shall be responsible for compliance with applicable laws such as Prevention of Food Adulteration Act, 1954 or any other amendments thereto.
- b) The Licensee shall be responsible for compliance with applicable laws such as sales tax, provident fund, labour laws or any other applicable laws.
- c) 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 Railway, 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.

6.8 **Ceiling Limits**

At time of awarding of license, Railway shall ensure that the ceiling limits as prescribed in the Catering Policy 2010 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 on Indian Railways in the prescribed format at the time of bidding for license. Railway shall maintain a data base for verifying these details at the time of award of license.

6.9 **No unlawful/illegal activity**

The Licensee and/or its staff shall not carry on any unlawful, immoral or illegal activity in the Major Static Unit 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 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/kulhar 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 at the designated location outside the station/maintenance area. All garbage bins must be labeled, cleaned and sanitized regularly.

All instructions in regard to disposal of garbage issued by Railway/Govt. of India are to be adhered to by the Licensees.

6.13 **Issue of proper bills, etc.**

The Licensee shall issue proper computerized bill (s)/receipt(s) against the sale of food items/beverages to the passengers and to other catering units, if permitted by the Railway.

6.14 **Supply of food to other catering units**

These units may also function as mini base kitchen with the approval of Railway to supply food to other catering units on transfer rate basis as fixed by Railway Board from time to time. The other catering units to be supplied food from these units will arrange to pick up the food from the premises of these units where details of sale transaction must be recorded in the computerized billing system. Suitable food trolley will be used for transferring the food from these units to other catering units including Pantry Cars.

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 Static Unit. Further, the Licensee shall not use beef/pork in any form in any food items served to customers.

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

The Licensee shall ensure that the catering staff shall not keep any food article on the floor of the Unit. 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.

6.17 **Presence of Licensee / authorized Manager**

The Licensee or a duly authorized 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 authorized 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 Licensee shall seek approval of the pattern and style of uniforms to be adopted for the catering staff from the Railway.
- 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 Unit 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 enter the Unit 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 the Railway on the request of the Licensee. 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/ Counselor/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 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 Unit 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 Major Unit Manager.

6.23 **Maintenance of proper records, etc.**

The Licensee shall maintain proper and full records viz., accounts, vouchers, bills, tax, etc., pertaining to the Unit 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 to Major Static Unit on expiration/termination of the Agreement**

Upon expiration or termination of this Agreement the Licensee shall immediately vacate the Major Static Unit and shall deliver the vacant possession of the Unit to the Railway along with the Railway fixtures and fittings therein good condition. In default, the Railway shall be entitled to enter and take physical possession of the Unit 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 reasonable time, failing which the Railway reserve the right to impose suitable action 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 Major Static Unit.

7.2 **Grant of limited rights of advertisement**

The Railway may grant limited rights to the Licensee to commercially advertise on disposable accessories that may be used by the Licensee in rendering catering services. Such grants would be duly authorized by Railway for each product and the duration of which shall be specified by the Railway.

7.3 **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 Licensee.
- 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.

7.4 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.

7.5 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.

7.6 Right to resume the possession of Unit

Railway reserves the right to resume the possessions of the Unit, 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 recipe for the Major Static Unit 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 from the Unit as it were prior to such change.
- 8.2 In the case of any upward revision in catering tariff, the Licensee shall be allowed to sell food/meals at the revised rates to the passengers. In this event, the License Fee payable to Railway shall be recalculated. The variation in License Fee shall be determined by Railway, assessing the corresponding changes in catering sales and income to the Licensee.

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 time during the terms of the Agreement.
- 9.2 The Licensee undertakes and agrees that in the even that the 'Desired Performance Levels' are not complied with, then Railway has the right to impose service level penalties (Penalties) fine on the Licensee as 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 and 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 purposes of monitoring and auditing the 'Performance Levels', the Parties agree that Railway shall have the sole and exclusive right to audit, re-evaluate, independently monitor and assess the performance of the Licensee.
- 9.5 Railway shall maintain an Annual Confidential Reports (ACRs) on performance of the licensee. Any instance of unsatisfactory performance/penalty shall be entered in the ACR. The ACR shall be the basis for evaluation of the license, as and where applicable. Based on the ACRs for the period of tenure the marks will be allotted to the Licensee.

ARTICLE:10—THIRD PARTY CONTRACTORS & 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 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 Major Static Unit 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 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 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 regards all its obligations under this Agreement including insurance for workers compensation, life insurance, health insurance, accident and 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

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 Licensee fails to provide satisfactory services as under the License; or
 - c) 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
 - d) If the Railway receives persistent complaints against the Licensee from the passengers or otherwise; or
 - e) If the Licensee fails to pay license fee along with interest, if any, to the Railway on or before due dates; or
 - f) If the Licensee engages in corrupt or fraudulent practices in execution of catering services under the Agreement; or
 - g) 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
 - h) 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 — RAILWAYS RIGHT IN THE EVENT OF DEFAULT / MATERIAL BREACH

- 16.1 In the event of any of the instances mentioned in Article 15 above Railway shall have the following right:
- 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 the future similar contract/license of the Railway or the Indian Railway for a period of one (1) year.

ARTICLE:17 — TERMINATION

- 17.1 If the Licensee is subject to liquidation or insolvency under the applicable law, then the other Party may forthwith terminate this Agreement by issuing a notice for termination upon such confirmed events having taken place.
- 17.2 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 failure to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the un-expired period of the License at the ‘risk and cost’ of the Licensee or in the manner Railway deems fit and also 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.

ARTICLE: 18 — MUTUAL EXIST AND REFUND OF LICENSE FEE

- 18.1 Railway or the Licensee can also exist out of this Agreement by terminating this Agreement without assigning any reason to the Licensee / Railway by giving 6 (six) months prior notice in writing to the Licensee / Railway.
- 18.2 In the event that the Agreement is terminated by either Party pursuant to Article 18.1, 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. The effective date of termination will be decided by Railway. However, the effective date of termination shall not be more than six (6) months from the date of notice as given in Article 18.1.
- 18.3 In the event the Agreement is terminated by the Licensee under Article 18.1, the Railway shall forfeit the entire License Fee paid by the Licensee and invoke the Security Deposit.
- 18.4 In the event the Agreement is terminated by Railway, then the Licensee acknowledges and undertakes to continue performance of the services under the Agreement until the effective date of termination as determined by Railway. Further, during the intervening period, the Licensee agrees to provide services on the same terms as it were being provided during the tenure of the Agreement. The License Fee shall be retained by Railway only for a period for which the catering service has been rendered by the Licensee in a year. Further, SD will be returned by the Railway to the Licensee.
- 18.5 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 Unit by the Railway.

ARTICLE: 19 — DISPUTE RESOLUTION

- 19.1 In the event of any dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement between the Parties (hereinafter called “Disputes”), the Parties shall firstly attempt to amicably resolve such Disputes through negotiations and discussions.

- 19.2 In the event that Disputes between the Parties subsist beyond 30 days of negotiations between the Parties, then the Dispute shall be settled as per the provision of Arbitration and Conciliation Act 1996. The dispute shall be referred to:
- a) A sole arbitration of a Gazetted Railway Officer appointed to be the Sole arbitrator, by the General Manager of the Zonal Railway awarding the License. The Gazetted Railway Officer to be appointed as arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as Railway servant have expressed views on all or any of the matters under dispute or difference.
 - b) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the Court for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.
 - c) It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to Arbitrator at all.
 - d) The Arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.
 - e) Upon every and any such reference the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.
 - f) Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.
 - g) The venue of the Arbitration shall be the place from which the acceptance note is issued or such other place as the Arbitrator at his discretion may determine.
 - h) In this clause the authority to appoint the Arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
- 19.3 The award passed shall be final and binding and both Parties waive the right to appeal or contest the arbitral award.
- 19.4 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.

ARTICLE: 20— MISCELLANEOUS

20.1 Interpretation

This Agreement and the arrangement between the Parties shall at all times be read along with the terms of the bid and the response of the Licensee to the bid.

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 venturer 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 can be transferred in the name of spouse/legal heir for the unexpired period of the agreement only, with personal approval of the Chief Commercial Manager, Railway shall obtain the nomination of the legal heir from the license holder at the time of entering into contract. The nomination should be only from amongst the family members.

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 **Bhopal (Divisional 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 assignees 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:

Name:-Divisional Railway Manager (Commercial)

Address:- DRM Office, West Central Railway, Habibganj, Bhopal, 462024.

In the case of Licensee:

Name:-_____

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.

20.10 **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 may be further extended for the period of Force Majeure.

20.11 **Execution of this Agreement**

This Agreement shall be executed/entered only with the Licensee on a non-judicial stamp paper of ` 100/- 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

By : _____

Title : _____

Date : _____

LICENSEE

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-I
SCOPE OF WORK

The major components of scope are indicated below:-

- a) The Licensee shall be provided with a Major Static Unit number/name _____ 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 Major Static Unit number/name _____ at _____ station.
- c) The Major Static Units will include Refreshment Rooms (at A1/A category stations) and Jan Ahaar outlets.
- d) Refreshment Rooms serve snacks and A-la-carte items, standard meals, standard breakfast, thali meals as authorized by the Railway. Refreshment Room may be converted into Jan Ahaar by the Railway depending upon the need.
- e) The items including recipe, menu and tariff of the items will be decided by the Railway from time to time.
- f) The Major Static Units would provide service of including provision of take away food packaging to the passengers. The take away food should be served in hygienic, sealed/covered, attractive bio-degradable packaging.
- g) The Licensee shall provide computerized point of sale billing system with prominent display and each sale transaction must be recorded in this billing system.
- h) These units may also function as mini base kitchen in absence of mega/medium base kitchen with the approval of Railway to supply food to other catering units on transfer rate basis as fixed by Railway Board from time to time. For example, if the transfer rate of an item is in the ratio 75:25 of the price approved, then the Major Static Unit shall sell items to other catering units at 75% of the approved price.
- i) The other catering units to be supplied food from these units will arrange to pick up the food from the premises of these units where details of sale transaction must be recorded in the computerized billing system.
- j) In case of these units working as mini base kitchen, the transportation of food from the unit to pantry car/other static units will be done through state-of-the-art covered trolleys of stainless steel.
- k) The Licensee shall be responsible to display the “Railway Ahaar” logo prominently at all places including the packaging material of food, uniform of waiters and other staff etc. and shall abide by the instructions of Railway in this regard from time to time.
- l) It is mandatory for the licensee to sell Rail Neer (packaged drinking water – 1000 ml) chilled or in such quantities and rates prescribed by Railway from time to time. The Licensee will be responsible for storing, cooking 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 Railway.

- m) The Licensee is encouraged to provide low cost regional cuisines, take-away food items, A-la-carte items, dietary and infant foods, at tariff approved by Railway subject to authorization from the Railway.
- n) 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 : Special Conditions of Contract-II.
- o) 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 at the designated location outside the station/maintenance area. All garbage bins must be labeled, cleaned and sanitized regularly.
- p) The Licensee shall further be responsible to make adequate arrangements in terms of all equipments and manpower, as its own cost, as per policy directives.
- q) The gadgets and equipments provided in the Major Unit including the kitchen equipment should be conforming to the latest state of art technology. The Major Unit will have to be ISO 22000 certified in a time bound manner.
- r) The Licensee shall depute staff who will be required to manage the catering operations and serve food to the passengers. The Licensee shall ensure that the staff deputed on the unit should maintain good conduct, etiquette, personal hygiene, politeness and courtesy, issue bills to passengers etc. 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.
- s) The Railway may grant limited rights to the Licensee to commercially advertise on disposable accessories that may be used by the Licensee in rendering catering services. Such grants would be duly authorized by Railway for each product and the duration of which shall be specified by the Railway.
- t) The Licensee shall ensure availability of hand held fire extinguishers with the staff having knowledge of operation of the equipment.
- u) In consideration of the award of the License to the Licensee, the Licensee shall be liable to pay Annual License Fee to Railway for the tenure of the License, and it shall be more than minimum License Fee determined by Railway.
- v) The annual License Fee shall be paid every year. For the first year, License Fee shall be paid fifteen (15 days) prior to the commencement of the license and for subsequent years it shall be paid minimum fifteen (15) days before the completion of each preceding year of license.

ANNEXURE-II
PRICE BID AND SPECIAL CONDITION OF CONTRACT

PRICE BID

The annual License Fee offered, payable in annual, is in the table below:-

	Amount in figures ()	Amount in words (Rupees)
License Fees payable to Railway per annum (exclusive of all taxes)		

Special Conditions of contract

As mentioned in Section 'C' of the bid document.

ANNEXURE - III
ASSESSMENT OF PERFORMANCE OF LICENSEE

1. Railway Officials / Inspector(s) or the agency authorized by Railway will conduct inspection / audit in terms of Para 13 of Master License Agreement to ascertain the catering performance of the Licensee.
2. **Licensee's performance shall be evaluated on various dimensions as below:-**
 - Annual Confidential Reports (ACRs) of the licensee maintained by the Railway as per Para 9.5 of Master License Agreement.
 - Mandatory Documents (ESI returns / PF returns /Food License).
 - Hygienic practices, quality and adequacy of equipments, sourcing of materials, staffing etc.
 - Storage of food in the heating devices, refrigerators etc.
 - Customer service – Grooming, Uniform, Name badges and Personal Hygiene of staff, display of menu card, issue of receipt, collection and cleaning of waste cleaning of waste bins, customer feedbacks taken.
 - Quality of food – Presentation, packaging, temperature, size of food portion and taste of food.
 - Cleanliness of Major Static Unit, quality of water used at the unit, disposal of garbage etc.
 - Suggestions/Complaints from customer
 - Any other aspect as determined by Railway.
3. The Licensee will be evaluated 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. In case the deficiencies persist and the Railway determines that despite repeated counseling the Licensee does not take adequate steps to improve, a written warning shall be issued to the Licensee.
2. However, if after repeated warnings, the performance of Licensee does not improve, the Licensee shall be imposed with a penalty.

3. At the first instance, as determined by the Railway, a token penalty of Rupees Five thousand (` 5000/-) shall be imposed by the Railway.
4. At the second instance, as determined by the Railway, a penalty of Rupees Ten thousand (` 10,000/-) shall be imposed by the Railway.
5. At the third instance as determined by the Railway, a penalty of Rupees Twenty thousand (` 20,000/-) shall be imposed by the Railway.
6. At the fourth instance, as determined by the Railway, a penalty of Rupees Fifty thousand (` 50,000/-) shall be imposed by the Railway.
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.

≈≈≈*end*≈≈≈

WEST CENTRAL RAILWAY
BID DOCUMENT
FOR
PROVISION OF CATERING SERVICES ON
MAJOR STATIC UNIT NUMBER/NAME – ONE VEG. REFRESHMENT ROOM AT
ITARSI STATION PF No-01 OF “A” CATEGORY

DATED :- 12.06.2013

BID NO :- 02

KEY INFORMATION

Cost of Bid Document	Non refundable amount of Rupees Five Thousand only { ` 5000.00 }
Bid submission date and time	Date 12.06.2013 and Time 15.00 Hrs.
Contact Authority	SR. DIVISIONAL COMMERCIAL MANAGER WEST CENTRAL RAILWAY, DRM OFFICE BHOPAL, MADHYA PRADESH

SR. DIVISIONAL COMMERCIAL MANAGER
 DRM OFFICE, WEST CENTRAL RAILWAY
 BHOPAL, MADHYA PRADESH

DISCLAIMER

- 1 West Central Railway (therein 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 person under the law of contract, tort, the principles of restitution or unjust enrichment or 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 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 the 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.

BID NOTICE

1. For and on behalf of the President of India West Central Railway invites sealed bid on single stage two packet system, from food and catering service providers for **“Provision of catering services at Major static unit - One Veg. Refreshment Room at ITARSI station of category A”**.
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 to 17.00 hrs on all working days from **13.05.2013 to 11.06.2013** in person from the Railway Office at the address given in Paragraph 9 below, on payment of non refundable document fee of Rs. 5,000/- {Rupees Five thousand only) in the form of :
 - a. Demand draft/Banker’s Cheque in favour of ‘Senior Divisional Finance Manager, West Central Railway Bhopal, payable at Bhopal drawn on any Nationalized Bank in India.
 - b. Cash deposited at the Booking Office Bhopal/Habibganj station of the West Central Railway duly supported with original Cash Receipt /Money Receipt indicating the Bid number and due date of submission.
4. **Bidding Document** can also be downloaded from the website www.wcr.indianrailways.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 the time of bidding, failing which the offer will be summarily rejected.
5. **Earnest Money:** The bid must be accompanied by Earnest Money of ` **5,50,350/- {Rupees Five lacks fifty thousand three hundred fifty only}** in the form of FDR/Bank Demand Draft drawn on any Nationalized Bank in India.
6. **Receipt of Bids:** Sealed bids should be dropped in the designated box at the address given in Para 9 below not later than **15:00 hrs on 12.06.2013**. Bids shall be opened on the same day at 15.30 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.
7. Railway reserves the right to accept/reject any or all Bids without assigning any reasons 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, West Central Railway
BHOPAL, Pin Code 462024
Tel: 0755-2457175, Fax 0755-2457166
E-Mail: www.wcr.indianrailways.gov.in

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 Major Static Unit number/name – **One Veg. Refreshment Room at Itarsi station of A category**, 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) 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 Major Static Unit number/name - **One Veg. Refreshment Room at Itarsi station of A category** of the Railway
- (b) The Licensee shall be responsible for providing catering services for items as authorized by the Railways from the Major Static Unit number / name – **One Veg. Refreshment Room at Itarsi station.**
- (c) The Major Static Units will include Refreshment Rooms (at A1 category stations) and Jan Ahaar outlets.
- (d) Refreshment rooms serve snacks and a-la-carte items, standard meals, standard breakfast, thali meals as authorized by the Railway. Refreshment Room may be converted in to Jan Ahaar by the Railway depending upon the need.
- (e) The items including recipe, menu and tariff of the items will be decided by the Railway from time to time.
- (f) The Major Static Units would provide service of including provision of Take Away food packaging to the passengers. The take away food should be served in hygienic, sealed/covered, attractive bio-degradable packaging.
- (g) The Licensee shall provide computerized point of sale billing system with prominent display and each sale transaction must be recorded in this billing system.
- (h) These units may also function as mini base kitchen in absence of mega/medium base kitchen with the approval of Railway to supply food to other catering units on transfer rate basis as fixed by Railway Board from time to time. For example, if the transfer rate of an item is in the ratio 75:25 of the price approved, then the major static units shall sell items to the other catering units at 75% of the approved price.
- (i) The other catering units to be supplied food from these units will arrange to pick up the food from the premises of these units where details of sale transaction must be recorded in the computerized billing system.
- (j) In case of these units working as mini base kitchen, the transportation of food from the unit to pantry car/other static units will be done through state-of-the-art covered trolleys of stainless steel.
- (k) 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 and shall abide by the instructions of Railway in this regard from time to time.
- (l) It is mandatory for the licensee to sell Rail Neer (Packaged Drinking Water-1000 ml) chilled or in such quantities and rates prescribed by Railway from time to

time. The licensee will 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 Railway.

- (m) The Licensee is encouraged to provide low cost regional cuisines, take away food items, a-la-carte items, dietary and infant foods, at tariff approved by Railway subject to authorization from the Railway.
- (n) 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 Special Conditions of Contract II.
- (o) 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. Licensee shall be responsible for disposing the garbage suitably at the designated location outside the station/maintenance area. All garbage bins must b e labeled, cleaned and sanitized regularly.
- (p) The Licensee shall further be responsible to make adequate arrangements in terms of all equipments and manpower, at its own cost, as per policy directives.
- (q) The gadgets and equipments provided in the major unit including the kitchen equipment should be conforming to the latest state of art technology. The major unit will have to be ISO 22000 certified in a time bound manner.
- (r) The Licensee shall depute staff who will be required to manage the catering operations and serve food to the passengers The Licensee shall ensure that the staff deputed on the unit should maintain good conduct, etiquette, personal hygiene, politeness and courtesy, issue bills to passengers etc. 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.
- (s) The Railway may grant limited rights to the Licensee to commercially advertise on disposable accessories that may be used by the Licensee in rendering catering services. Such grants would be duly authorized by Railway for each produce and the duration of which shall be specified by the Railway.
- (t) The Licensee shall ensure availability of hand held fire extinguishers with the staff having knowledge of operation of the equipment.
- (u) In consideration of the award of the License to the Licensee, the Licensee shall be liable to pay Annual License Fee to Railway for the tenure of the License, and it shall be more than minimum license fee determined by Railway.
- (v) The Annual License Fee shall be paid every year. For the first year. License fee shall be paid fifteen (15) days prior to the Commencement of the License and for subsequent years it shall be paid minimum fifteen (15) days before the completion of each preceding year of License.

1.3 **Tenure of license**

The tenure of this license shall be for a period of five (5) years from the date of commencement of the license as defined in Para 1.1 of the Master License. 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 of Section B. Each Bidder 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 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.
- 2.1.4 It is clarified that prior to making a Bid, the Bidder shall pay to Railway a nonrefundable sum of `5,000/- { ` five thousand only} as the cost of this document. In case the Bidding document has been down loaded from the website *www.wcr.indianrailways.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 envelope marked 'Cost of bidding Documents' failing which the offer will be summarily rejected.
- 2.1.5 The Bidder shall deposit an Earnest money of ` . 5,50,350/- (` Five lacks fifty thousand three hundred fifty only) in the form of FDR / Bank Demand Draft issued by any Nationalized Bank. The FDR/ Bank Demand Draft shall be drawn in favour of Sr, Divisional Finance Manager, West Central Railway, Bhopal and payable at Bhopal. Railway shall not be liable to pay any interest on the Earnest money.
- 2.1.6 The validity period of the FDR / Bank Demand Draft, shall not be less than 180 days from the Bid Due date. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money. If and when the validity of the bid is extended by a bidder, the validity of the FDR/ Bank Demand Draft will accordingly be extended.
- 2.1.7 The earnest money of unsuccessful Bidders shall be returned, with out 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. The Earnest Money can also be converted in to Security Deposit for the successful bidder.
- 2.1.8 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.
- 2.1.9 The information provided by the bidder during the bid shall be binding on the bidder during the performance of contract.
- 2.1.10 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.
- 2.1.11 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 supplemental information sought by Railway for evaluation of the Bidding Documents, or
 - c) The bidder withdraws its offer within the validity period.
- Further the offer shall not be considered for the award of contract.
- 2.1.12 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 Bid Number **02** Bid Name-**One Veg RRM due on 12.06.2013**”

- 2.2. Brief description of the Bidding Process
- 2.2.1 Railway has adopted a system of inviting sealed bid on two packet system, (the “Bidding Process” from experienced and reputed food and catering service providers for “provision of catering services on Major Static Unit number/name – **One Veg. RRM at Itarsi station of ‘A’ category**” 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/consortia 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 shortlisted 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 an Bid, the Bidder shall pay to Railway a non-refundable sum of ` .5,000/-{Rupees Five Thousand only} as the cost of this Document.
- 2.2.3 The Bidders shall be responsible for all 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 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) of the grounds for Railway’s action.
- 2.2.6 Bids with alterations, overwriting etc. shall be liable to be rejected.
- 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 Bidding Document, and seal it in an envelope and mark the envelope as “BID”
- 2.3.2 Packet-A, shall contain all documents specified Chapter-1 of Section B, including:-
- (i) Bid in the prescribed format (Clause 2.2) along with Annexures and supporting documents;
 - (ii) Power of Attorney for signing the Bid as per the format at Annexure A/5(Section B)
 - (iii) Copy of memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its Partnership Deed,
 - (iv) Copies of Bidder’s balance sheet and profit and loss account for the Preceding 5 years duly audited by Chartered Accountant
 - (v) FDR/DD for **Rs.5,50,350/- {Rupees Five Lakh Fifty Thousand Three Hundred Fifty**

- only}** as Earnest money in favour of Sr. Divisional Finance Manager, West Central Railway, Bhopal payable at Bhopal 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 of ` .5000/- {Rupees Five thousand only} superscribed 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 Major Static Unit number/name- One Veg. RRM at Itarsi station of ‘A’ category” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Opening 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: | - | Divisional Railway Manager (Commercial)
West Central Railway |
| ADDRESS: | - | DRM Office, Habibganj,
Bhopal-462024 |
| FAX NO. | - | 0755-2457166 |
| E-MAIL ADDRESS | - | www.wcr.indianrailways.gov.in |
- If the Bids are hand delivered they should be dropped in the Bid box provided in Railway office address given above.
- 2.3.6 Bid submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 2.4 Bid opening date:- 12.06.2013
- 2.4.1 The date of techno-commercial bid opening (i.e packet-A) will be construed as the tender opening date. Bids received by Railway after the specified time on the Bid Opening date shall not be eligible for consideration and shall be summarily rejected. If the bid sent by registered post or courier arrives at the aforementioned 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 date of bid opening 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 15:30 hours. Only the main envelope shall be opened and the Bid shall be checked for availability of Earnest Money and correctness of amount on Earnest Money.
- 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 Correct 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:-
- (c) 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.
 - (d) Shall debar the Bidder or Licensee to participate in any Bid, etc. issued by Railway during a period of 1 (one) year from the date occurrence of such event.
- 2.9.2 For the purpose 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, 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, in order to influence the Bidding Process;
 - [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 contract 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.

[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.

CHAPTER 3: ELIGIBILITY CRITERIA AND EVALUATION CRITERIA OF BIDDERS

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

- 3.1 Legal Status of the Bidder:-
 - 3.1.1 The Bidder should be either an individual or a Company incorporated under the Companies Act, 1956 or a Partnership Firm registered under the Partnership Act, 1932.
- 3.2 Experience of Catering Business
 - 3.2.1 For Major Static Unit at all categories of stations, the Bidder should have a minimum of five(5) years of catering business experience. For the purpose of consideration under this clause, catering business shall mean all types of catering as stated in Form Tech 1.
 - 3.2.2 The bidder shall submit a copy of Articles of Association/Partnership Deed certified by Chartered Accountant where catering/hospitality/food and beverage is covered under the Main Objects clause of the agreement.
- 3.3 Minimum Annual Turnover
 - 3.3.1 For Major Static Unit at A1/A/C categories of stations, the bidder must have minimum annual turnover of Rs.50 lakh during each of the preceding five years.
 - 3.3.2 For Major Static Unit at other than A1/A/C categories of stations, the bidder must have minimum annual turnover of Rs.30 lakh during each of the preceding five years
 - 3.3.3 Preceding five years shall be reckoned from the date of bid opening i.e. if date of tender opening is dt-**12.06.2013**, then 2008-09, 2009-10, 2010-11, 2011-12 & 2012-13 shall be considered. The Bidder would submit audited balance sheet and profit and loss account or Income Tax returns of last 5(five) years.
- 3.4 **Financial Standing**
 - 3.4.1 For Major Static Units at A1/A/C category stations, the bidder must have profit or loss + accumulated reserves + share capital minimum of Rs.20 lakh during each of the preceding five years.
 - 3.5.2 For Major static units at other than A1/A/C category stations, the bidder must have profit or loss + accumulated reserves + share capital minimum of Rs.12 lakhs during each of the preceding five years.
 - 3.4.3 Preceding five years shall be reckoned from the date of bid opening i.e. if date of tender opening is dt- **12.06.2013**, then 2008-09, 2009-10, 2010-11, 2011-12 & 2012-13 shall be considered. The bidder would submit audited balance sheet and profit and loss account or Income Tax returns of last five (5) years.
- 3.5 Additional Mandatory Requirements
 - 3.5.1 All other mandatory requirements have been enlisted at Annexure A/2, Chapter 1 of Section B of the Bid document. This includes Permanent Account Number, VAT/Service Tax Registration etc.
- 3.6 **EVALUATION CRITERIA**

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 ‘B’

Section 'B'

Chapter 1 Techno-Commercial Bid (Packet A))

Chapter-2 Price Bid (Packet B)

Chapter-3 Evaluation Criteria

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)
Supporting forms for Techno-Commercial Experience
(Tech Forms 1 to 3)
- v. Self Declaration Form of Techno-Commercial Experience
(Annexure A/5)
- vi. Power of Attorney for signing of bid (Annexure- A/6)
- vii. Bank Guarantee (Annexure-A/7)

Chapter 2 : Price Bid- Packet B

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

Chapter 3 : Evaluation Criteria.

TECHNO-COMMERCIAL BID
[PACKET-A]

CHAPTER-1; TECHNO-COMMERCIAL BID-PACKET-A

Annexure-A/1

Covering Letter Comprising the Bid

Dated:

To

.....
.....
.....

Sub:- Bid for the award of License for “Provision of Catering Services at Major Static Unit Number- **One Veg. RRM At Itarsi Station on PF No.01 of ‘A’ Category.**

Dear Sir,

1. With reference to your Bid Document No.....dated.....I/We, having examined the Bidding 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 the 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 Annexure 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 to reservations to the Bidding Documents, including any Addendum 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-2, Para 2.9 of the Bid Document, in respect of any bid or request for proposal issued by or any agreement entered in to with Railway.
 - c) I/We hereby certify that we have taken steps to ensure that in conformity with the provision of Section A, Chapter 2, Para 2.9 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-2 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 one (1) years.
10. In the event of my/our being declared as the Selected Bidder, I/We agree to enter in to 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 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 in to 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 FDR/Bank 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.

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)

Place:

Name and seal of the Bidder.

Annecure-A/2

Mandatory Information for Eligibility of the bid

For Major Static Unit No/Name-One Veg. RRM At Itarsi, 'A' Category

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.

S. No	Techno-Commercial Criteria	Details	Page 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 Number(s)		
4	Details of the Earnest Money for Amount `5,50,350/- (. Five lacks fifty thousand three hundred fifty only) in the form of through FDR/DD, in favour of Sr. Divisional Finance Manager West Central Railway Bhopal, payable at Bhopal		
5	Specify the Legal Status of the bidder: Company/Partnership Firm/Individual		
6	In case of Company, Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business.		
7	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.		
8	PAN Number of the bidder (Please enclose the attested photo copy of the PAN card issued by Income tax Department)		
9	Service Tax/VAT Number of the bidder (Please enclose the attested photocopy of service Tax/VAT Registration Certificate issued by relevant authorities)		
10	Turnover of the bidder for the preceding five years viz. 2008- 2009, 2009-10,2010-2011,2011-2012 & 2012-2013 (if the tender opening is during 2013-14) (Please enclose a statement duly certified by a Chartered Accountant)		
11	Commercial Gas Cylinder License of the bidder by IOC/HPCL/BPCL etc. (Please enclose attested photocopy of Commercial Gas Cylinder License)		

12	Financial standing of the Bidder for the preceding five years viz.2008-2009, 2009-10, 2010-2011, 2011-2012 & 2012-2013 (Please enclose a statement duly certified by a Chartered Accountant)		
13	Size of the Establishment		
14	Quality certifications available for restaurants/franchised outlets/canteen or Mess operated by the bidder Please fill this information as calculated in the format at Form-Tech-3		

Note:-

1. The details as required in “Annexure-A/2” must be submitted with supporting documents for each 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:

Annexure-A/3**Affidavit**

(to be submitted on non-judicial stamp paper of appropriate value)

1. I.....s/o.....r/o.....furnishing this affidavit in my capacity as an individual/partner of firm...../Director of Body Corporate..... and solemnly affirm and state as under:-
2. That I/we hold as on date following catering licenses of Indian Railway:

Type of Unit	Date of commencement of License	Licence Fees (in Rs.)	Date and Cash Receipt number of Last license fees paid
Mobile Units(Pantry/TSV)			
Train No.....			
Train No.....			
Multi Cuisine Food Plaza/ Food Court/Fast Food Unit			
Station.....			
Station.....			
Other Major Static Units like AVMs/ Base Kitchen/RR etc			
Station.....			
Station.....			
Minor Static Units			
Station.....			
Station.....			

Note:- The ceiling limit on holding of catering licenses shall be governed as per para no.19 of catering policy, 2010 or any amendments as issued from time to time

VERIFICATION:

Verified aton this.....day of2013, 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

.....

Annexure-A/4
TECHNO-COMMERCIAL EXPERIENCE OF THE BIDDER
For Major Static Unit No- One Veg. RRM At Itarsi, 'A' Category

- 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	Page Nos.
		(to be filled by the bidder)	
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	Average annual turnover of the bidder from catering business in the preceding 5 financial years (with respect to all Railway/Airport/Bus station/ Industrial/ canteens/Mess) (5 years to be counted as per S.No.10 of Annexure-A/2) Please fill this information as calculated in the format below at Form-Tech 1		
3	Average Financial Standing of the bidder in the preceding 5 financial years (5 years to be counted as per S.No.10 of Annexure-A/2) Please fill this information as calculated in the format below at Form –Tech-2		
4.	Experience of the Railway catering in terms of no. of years		

Note:

- 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
- 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/4” are true to the best of my/our knowledge and also that we shall be found by the acts of my/our duly constituted attorney.

I/We further understand that in case of any information submitted by me/us being found to be incorrect either before or even after the award if 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 5 financial years(5 years to be counted as per S.No.10 of Annexure-A/2

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, certificates from the concerned agencies as the case may be) are to be enclosed.

Provide details of annual revenues for each head, as applicable, for the last 5 financial years:-

(for example, for the bid opening on 25/05/2013, details of following years shall be submitted)

	2008-09	2009-10	2010-11	2011-12	2012-13	Average
List Train Numbers						
1						
2						
3						
List Static Unit and Station						
1						
2						
3						
Total revenue From Rly. 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 5 Financial Years

(5 years to be counted as per S.No.10 of Annexure-A/2)

2. 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

(for example for the bid opening on 25.04.2013, details of following years shall be submitted)

		2008-09	2009-10	2010-11	2011-12	2012-13
Profit or(Loss) during the year	A					
Accumulated reserves and surplus	B					
Share capital	C					
Financial standing (=A+B+C)						
Total financial standing		Sum of 05 years				
Average financial standing						
		Total divided by 5				

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:
 CA Registration Number:
 CA's Address:
 CA's Telephone/Fax Number

Chartered Accountant's seal

Form Tech-3: Quality Certifications

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

For quality certifications, please provide information in the following format:

Type of Unit	Total number of units owned by operated by the bidder	Number of units with valid ISO 22000:2005 Certificate	Number of units with valid HACCP certificate	Number of units with valid ISO 9001:2008 certificate	Number of units with no such valid certification
Restaurants (owned and operated by the bidder)					
Franchised outlets					
Institutional canteens/Mess					
Other catering units					
Total		L	M	N	O
QS Factor		10	05	3	NIL
		10 x L	5xM	3xN	
Total QS(P)		=10xL+5xM+3xN			

Please attach a copy of the each such certification for each unit separately.

Note:

3. The total quality score(TQS) of each bidder shall be calculated as above
4. For grading of quality score following method shall be used.
 - a. The highest quality score (HQS) amongst all bidders shall be determined
 - b. The Relative QS (RQS) of all bidders shall be determined by dividing Their respective total QS with HQS.

.....

Bidders seal

(Bidders signature and Date)

Name of the authorized Signatory:

Name of the Bidder

Form Tech-4: Details Of Base Kitchen

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

Provide details of Base kitchen owned and operated by the Bidder (as on the date of submission of bid)

S. No	Location of Base Kitchen with Complete address	Number of Meals prepared per day on average
1		
2		
R		
TOTAL R=		TOTAL =Q

Note:

- 3. Number of meals implies lunch and dinner only
- 4. Any kitchen activity for providing meals in a programmed manner will be admissible for weightage.

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 seal

(Bidders signature and Date)

Name of the authorized Signatory:

Name of the Bidder

ANNEXURE-A/5—SELF DECLARATION FORM
FOR TECHNO-COMMERCIAL EXPERIENCE FOR MAJOR STATIC UNIT
NAME/NO.- ONE VEG. RRM AT ITARSI, OF ‘A’ CATEGORY STATIONS

Please TICK at the appropriate Box

<i>S.No.</i>	<i>Technical Criteria</i>	<i>Criteria</i>	<i>Score</i>	<i>Tick</i>
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:-		
		More than 20 years	10	
		Between 14 and 17 years	7	
		Between 11 and 14 years	5	
		Between 8 and 11 years	3	
		Between 5 and 8 years	1	
2.	Average Annual Turnover of the bidder from catering business in the preceding 5 financial years (with respect to all Railway/Airline/ Industrial/Institutional Canteens/ Mess being operated) Please fill this information as calculated in the format at Form-Tech.1 (Value of “C”)	If value of ‘C’ determined in Form Tech.-1 is:-		
		More than ` 100 lakh	10	
		Between ` 80 lakh and ` 100 lakh	8	
		Between ` 70 lakh and ` 80 lakh	5	
		Between ` 60 lakh and ` 70 lakh	3	
		Between ` 50 lakh and ` 60 lakh	1	
3.	Average financial standing of the bidder in the preceding 5 financial years Please fill this information as calculated in the format at Form-Tech.2	If the average financial standing of the bidder as determined in Form Tech-2 is;		
		More than ` 50 lakh	10	
		Between ` 40 lakh and ` 50 lakh	8	
		Between ` 30 lakh and ` 40 lakh	5	
		Between ` 25 lakh and ` 30 lakh	3	
		Between ` 20 lakh and ` 25 lakh	1	
4.	Total experience of the bidder in Railway catering Please fill this information as per the certificate/letter of experience/ Allotment letter provided by the Railway authorities concerned.	If experience of catering business in Railway, as determined from the certificate submitted is;		
		15 years and above	5	
		Between 15 and 12 years	4	
		Between 12 and 9 years	3	
		Between 9 and 7 years	2	
		Between 7 and 5 years	1	
	Less than 5 years	NIL		

<i>S.No.</i>	<i>Technical Criteria</i>	<i>Criteria</i>	<i>Score</i>	<i>Tick</i>
5.	Total number of Base kitchens owned and operated by the Bidder Please fill this information from the Form-Tech.4 (Value of 'R')	If the value of 'R' as determined in Form Tech.-4 is;		
		8 or more than 8	10	
		Between 5 and less than 8	6	
		Between 3 and less than 5	4	
		Between 1 and less than 3	2	
		Less than 1	NIL	
6.	Average number of meals prepared per day in the Base Kitchen Please fill this information from the Form-Tech.4 (Value of 'Q')	If the value of 'Q' as determined in Form Tech.-4 is;		
		More than 8000	5	
		Between 4000 and 8000	3	
		Between 1000 and 4000	2	
		Between 500 and 1000	1	
		Less than 500	NIL	
7.	Quality Certifications for bidders restaurants/franchised outlets, bidder operated Canteen or Mess	If the 10xRQS*, as determined in Form Tech.-3, is;		
		Between 8 and 10	10	
		Between 6 and less than 8	8	
		Between 4 and less than 6	6	
		Between 2 and less than 4	4	
		Between 0 and less than 2	2	
		NIL	NIL	

TOTAL TECHNO-COMMERCIAL SCORE = _____ OUT OF 60 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

** The Bid Evaluation Committee will calculate RQS as per note 2 of Form Tech.-3. The weightage assigned for calculation of score will be 10xRQS (10 multiplied by RQS)*

ANNEXURE-A/5—SELF DECLARATION FORM
FOR TECHNO-COMMERCIAL EXPERIENCE FOR MAJOR STATIC UNIT
REFRESHMENT ROOM AT _____ FOR
OTHER THAN ‘A-1’ / ‘A’ / ‘C’ CATEGORY STATIONS

Please TICK at the appropriate Box

<i>S.No.</i>	<i>Technical Criteria</i>	<i>Criteria</i>	<i>Score</i>	<i>Tick</i>
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:-		
		More than 20 years	10	
		Between 14 and 17 years	7	
		Between 11 and 14 years	5	
		Between 8 and 11 years	3	
		Between 5 and 8 years	1	
2.	Average Annual Turnover of the bidder from catering business in the preceding 5 financial years (with respect to all Railway/Airline/ Industrial/Institutional Canteens/ Mess being operated) Please fill this information as calculated in the format at Form-Tech.1 (Value of “C”)	If value of ‘C’ determined in Form Tech.-1 is:-		
		More than ` 60 lakh	10	
		Between ` 50 lakh and ` 60 lakh	8	
		Between ` 45 lakh and ` 50 lakh	5	
		Between ` 35 lakh and ` 45 lakh	3	
		Between ` 30 lakh and ` 35 lakh	1	
3.	Average financial standing of the bidder in the preceding 5 financial years Please fill this information as calculated in the format at Form-Tech.2	If the average financial standing of the bidder as determined in Form Tech-2 is;		
		More than ` 24 lakh	10	
		Between ` 21 lakh and ` 24 lakh	8	
		Between ` 18 lakh and ` 21 lakh	5	
		Between ` 15 lakh and ` 18 lakh	3	
		Between ` 12 lakh and ` 15 lakh	1	
4.	Total experience of the bidder in Railway catering Please fill this information as per the certificate/letter of experience/ allotment letter provided by the Railway authorities concerned.	If experience of catering business in Railway, as determined from the certificate submitted is;		
		15 years and above	5	
		Between 15 and 12 years	4	
		Between 12 and 9 years	3	
		Between 9 and 7 years	2	
		Between 7 and 5 years	1	
	Less than 5 years	NIL		

S.No.	Technical Criteria	Criteria	Score	Tick
5.	Total number of Base kitchens owned and operated by the Bidder Please fill this information from the Form-Tech.4 (Value of 'R') Note – Any kitchen activity for providing meals in a programmed manner will be admissible for weightage.	If the value of 'R' as determined in Form Tech.-4 is;		
		8 or more than 8	10	
		Between 5 and less than 8	6	
		Between 3 and less than 5	4	
		Between 1 and less than 3	2	
		Less than 1	NIL	
6.	Average number of meals prepared per day in the Base Kitchen Please fill this information from the Form-Tech.4 (Value of 'Q')	If the value of 'Q' as determined in Form Tech.-4 is;		
		More than 8000	5	
		Between 4000 and 8000	3	
		Between 1000 and 4000	2	
		Between 500 and 1000	1	
		Less than 500	NIL	
7.	Quality Certifications for bidders restaurants/franchised outlets, bidder operated Canteen or Mess	If the 10xRQS*, as determined in Form Tech.-3, is;		
		Between 8 and 10	10	
		Between 6 and less than 8	8	
		Between 4 and less than 6	6	
		Between 2 and less than 4	4	
		Between 0 and less than 2	2	
		NIL	NIL	

TOTAL TECHNO-COMMERCIAL SCORE = _____ OUT OF 60 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

** The Bid Evaluation Committee will calculate RQS as per note 2 of Form Tech.-3. The weightage assigned for calculation of score will be 10xRQS (10 multiplied by RQS).*

Note:- The Bid Evaluation Committee will also take into account the factors like past performance (ACRs, terminations, blacklisting, complaints etc) of the bidder while evaluating the bid. Bid Evaluation Committee will fix negative marking / score for any negative reports on past performance, if desired. In case of termination / blacklisting in the past, the Tender Committee will award a minimum of 10 marks to the bidder and in all other cases the Committee may decide as per the performance of the bidder.

ANNEXURE-A/6—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 and holding the position of _____ 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 Major Static Unit –One Veg. Refreshment Room at Itarsi station Platform No-1, of ‘A’ Category,** 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 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.*

ANNEXURE-A/7—PERFORMANCE BANK GUARANTEE BOND

The President of India,
Through the Senior Divisional Commercial Manager
West Central Railway, Bhopal

- 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. _____ 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 ` _____ 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 the reason of breach by the said 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 demand 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 restricted to an amount not exceeding ` _____.
- 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)/supplier(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, 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 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 affecting in any manner our obligations hereunder to vary any of these term and conditions of the said Agreement or to extend the 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 _____ 2013

For _____
(Indicate the name of Bank)

Seal of the Bank

PRICE BID

(Packet – B)

CHAPTER – 2 : PRICE BID (PACKET : B)
ANNEUXRE B/1
PRICE BID

To

Bhopal,
Date:-

Sr. Divisional Comml. Manager
West Central Railway
Bhopal, India.

Sub:-Provision of catering services at Major Static Unit **One Veg. Refreshment Room** at **Itarsi** station of category 'A'.

.....

Dear sir,

We, the undersigned, offer to provide "Provision of catering services at Major Static Unit – One Veg. Refreshment Room at **Itarsi** station, PF No-1" 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 further certify that we are ready to provide catering services within the time frame 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.
- 4 I we understand that Railway reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.
- 5 Minimum amount of license fee payable per annum, for this unit as determined by Railway is ` **11,00,700/-** (**Eleven Lacks Seven Hundred Only**).

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

(In Indian Rupees only)

	<i>Amount in Figures (`)</i>	<i>Amount in words (Rupees)</i>
License fees payable to Railway per annum (exclusive of all 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 figure and words, the amount written in words will be taken into consideration.
- 2 Bids with offer of license fee which is less than the minimum annual license fee amount mentioned at S.No.5 above, shall be summarily rejected.
- 3 Bids with overwriting, correction or insertion in the table above shall be liable to be rejected.
- 4 The license fee quoted by the Licensee is liable to be varied on a pro-rate basis, in the event of the changes in catering tariff after submission of bid. The variation in license fee shall be determined by Railway, assessing the corresponding changes in catering sales and income to the Licensee.
- 5 For para 4 above, the value estimated by Railway shall be final and binding on the Licensee.

CHAPTER – 3 : EVALUATION CRITERIA

3.1 Opening and Evaluation of Bids:-

- 3.1.1 Railway shall open the bids at 15.30 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 bidders 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) & Chapter-2 (Packet B) of Section B.
 - b) It is received by the bid opening date including any extension thereof.
 - c) It is signed, sealed, bound together 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 of ` 5,000/- (Rupees Five thousand only) (non refundable) to Railway.
 - g) It is accompanied by the receipt of earnest money of ` **5,50,350/- (Rupees Five lacks fifty thousand three hundred fifty only)** in the form of Bank FDR/DD drawn on any Nationalized Bank in India.
 - h) It does not contain any condition or qualification; and
- 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 interest 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 bidder(s) 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 3) 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 score 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, appropriate the Earnest Money of such selected bidder as mutually agreed genuine pre-estimated loss and damage suffered by Railway on account of failure of the selected bidder to acknowledge the LOA, and the next eligible bidder may be considered. It is clarified that in case the selected bidder refuses to accept the LOA, it will be debarred from participating in the bidding process for similar future license/contract of Railway for a period of one (1) year.

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 fifteen(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.

SECTION C

- 1. Special Conditions of Contract I**
- 2. Special Conditions of Contract II**

SPECIAL CONDITIONS OF CONTRACT – I
(Menu, Quantity and Rates for Standard Meals)

TARIFF FOR STANDARD MEALS, BREAKFAST TEA/COFFEE ETC.

<i>S.NO</i>	<i>I T E M</i>	<i>TARIFF(In `)</i>
1.	Standard Tea (150 ml.) in disposable cup (Kulhar) of 170 ml.	05.00
2.	Tea with Tea bag (150 ml) in disposable cup (Kulhar) of 170 ml.	07.00
3.	Coffee using Instant Coffee powder (150 ml.) disposable cup (Kulhar) of 170 ml.	07.00
4.	Rail Neer/Packaged Drinking water (i) 1 litre bottle (chilled) (ii) 500 ml bottle (chilled)	15.00 10.00
5.	Janta Meal (in quality disposable card board boxes)	15.00
STANDARD BREAKFAST		
6.	Vegetarian	25.00
7.	Non-vegetarian	30.00
CASSEROLE MEALS		
8.	Standard vegetarian	45.00
9.	Standard non-vegetarian	50.00
THALI MEALS		
10.	Standard vegetarian	35.00
11.	Standard non-vegetarian	40.00

DETAILS OF MENU

<i>S.NO</i>	<i>I T E M</i>	<i>DETAILS OF MENU</i>
1.	Standard Tea (150 ml.)	Paper cups used should be of 170 ml. capacity
2.	Tea with Tea bag (150 ml)	Paper cups used should be of 170 ml. capacity
3.	Coffee with instant coffee powder (150 ml.)	Paper cups used should be of 170 ml. capacity
4.	Janta Meal (in quality disposable cardboard boxes)	
	Poories = 7 Nos.	→175 gms.
	Allu Dry Curry	→150 gms.
	Pickle Sachet	→15 gms
	Green Chilli	→1 no.

ITEMS FOR CATERING & VENDING

<i>S.NO.</i>	<i>ITEM</i>
1	Hot Beverages → Tea, Coffee, Soup thru' AVM machine(s) only.
2	Cold Beverages → Approved brands of soft drinks, Tetra pack Fruit Juices, Health drinks.
3	Indian Sweets
4	Packaged drinking water → (RAIL NEER) / Brands conforming to IS:14543 of 2004 prescribed by Railway from time to time.
5	Confectionery items → Cake, Pastry, Patties, Chocolates etc.
6	Bakery items → Bread, Bun, Sandwich (Veg.) etc.
7	Proprietary Articles Depot (PAD) items → Biscuits, Chips, Namkeen, Bhujia etc.
8	North Indian Snacks (Veg.)
9	South Indian Snacks
10	Boiled Egg
11	Litti Chokha

Note:- A-la-carte items and regional cuisines to be sold as per the recipe, menu and tariff as approved by Railway from time to time,

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.

SPECIAL CONDITIONS OF CONTRACT – II

(Hygiene & Quality Parameters for Handling Raw materials, Food and Packaging)

HYGIENE & QUALITY PARAMETERS FOR KITCHEN, FOOD HANDLING, CLEANLINESS AND 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.
- 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 °C and for non-vegetarian < 10 °C.
- 5 Observe presence of dust and foreign material like stones, hairs, nuts, bolts, wires, staples, feathers, rat droppings, papers, cigarette ends, earnings, 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 are a 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, door 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. 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 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 and 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 by suitable footwear.
- 39 Food or drink should not be consumed whilst working in food handling areas.
- 40 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.
- 41 Pest control measures have to be adopted with schedule of pest control to be displayed. Regular AMC schedule should be followed.
- 42 Adequate space with separate provision for storage of raw material, cleaning and dressing, preparation of food, packaging and delivery.
- 43 Use adequate number of bins for garbage collection. Segregation of waste should be done as bio-degradable and bio non-degradable.
- 44 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.
- 45 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.
- 46 Regular in-house audit must be undertaken by a trained staff once every week and items recorded.
- 47 External audit will be undertaken periodically by an independent agency/ Railway, and items recorded for compliance.
- 48 Preparation and handling of vegetarian & non-vegetarian food will be done separately.

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.

WEST CENTRAL RAILWAY

**BID DOCUMENT
FOR
PROVISION OF CATERING SERVICES ON
MAJOR STATIC UNIT NUMBER/NAME – ONE NON.VEG. REFRESHMENT
ROOM AT ITARSI STATION OF ‘A’ CATEGORY**

DATED :- 12.06.2013

BID NO :- 03

KEY INFORMATION

Cost of Bid Document	Non refundable amount of Rupees Five Thousand only { ` 5000.00 }
Bid submission date and time	Date 12.06.2013 and Time 15.00 Hrs.
Contact Authority	SR. DIVISIONAL COMMERCIAL MANAGER WEST CENTRAL RAILWAY, DRM OFFICE BHOPAL, MADHYA PRADESH

SR. DIVISIONAL COMMERCIAL MANAGER
DRM OFFICE, WEST CENTRAL RAILWAY
BHOPAL, MADHYA PRADESH

DISCLAIMER

- 1 West Central Railway (therein 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 person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form 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 the 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.

BID NOTICE

1. For and on behalf of the President of India West Central Railway invites sealed bid on single stage two packet system, from food and catering service providers for **“Provision of catering services at Major static unit - One Non.Veg. Refreshment Room at ITARSI station of category A”**.
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 to 17.00 hrs on all working days from **13.05.2013 to 11.06.2013** in person from the Railway Office at the address given in Paragraph 9 below, on payment of non refundable document fee of Rs. 5,000/- {Rupees Five thousand only) in the form of :
 - a. Demand draft/Banker’s Cheque in favour of ‘Senior Divisional Finance Manager, West Central Railway Bhopal, payable at Bhopal drawn on any Nationalized Bank in India.
 - b. Cash deposited at the Booking Office Bhopal/Habibganj station of the West Central Railway duly supported with original Cash Receipt /Money Receipt indicating the Bid number and due date of submission.
4. **Bidding Document** can also be downloaded from the website www.wcr.indianrailways.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 the time of bidding, failing which the offer will be summarily rejected.
5. **Earnest Money:** The bid must be accompanied by Earnest Money of ` **7,69,800/- {Rupees Seven lacks sixty nine thousand eight hundred only}** in the form of FDR/Bank Demand Draft drawn on any Nationalized Bank in India.
6. **Receipt of Bids:** Sealed bids should be dropped in the designated box at the address given in Para 9 below not later than **15:00 hrs on 12.06.2013**. Bids shall be opened on the same day at 15.30 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.
7. Railway reserves the right to accept/reject any or all Bids without assigning any reasons 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, West Central Railway
BHOPAL, Pin Code 462024
Tel: 0755-2457175, Fax 0755-2457166
E-Mail: www.wcr.indianrailways.gov.in

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 Major Static Unit number/name – **One Non.Veg. Refreshment Room at Itarsi station of A category**, 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) 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 Major Static Unit number/name - **One Non.Veg. Refreshment Room at Itarsi station of A category** of the Railway
- (b) The Licensee shall be responsible for providing catering services for items as authorized by the Railways from the Major Static Unit number / name – **One Non.Veg. Refreshment Room at Itarsi station.**
- (c) The Major Static Units will include Refreshment Rooms (at A1 category stations) and Jan Ahaar outlets.
- (d) Refreshment rooms serve snacks and a-la-carte items, standard meals, standard breakfast, thali meals as authorized by the Railway. Refreshment Room may be converted in to Jan Ahaar by the Railway depending upon the need.
- (e) The items including recipe, menu and tariff of the items will be decided by the Railway from time to time.
- (f) The Major Static Units would provide service of including provision of Take Away food packaging to the passengers. The take away food should be served in hygienic, sealed/covered, attractive bio-degradable packaging.
- (g) The Licensee shall provide computerized point of sale billing system with prominent display and each sale transaction must be recorded in this billing system.
- (h) These units may also function as mini base kitchen in absence of mega/medium base kitchen with the approval of Railway to supply food to other catering units on transfer rate basis as fixed by Railway Board from time to time. For example, if the transfer rate of an item is in the ratio 75:25 of the price approved, then the major static units shall sell items to the other catering units at 75% of the approved price.
- (i) The other catering units to be supplied food from these units will arrange to pick up the food from the premises of these units where details of sale transaction must be recorded in the computerized billing system.
- (j) In case of these units working as mini base kitchen, the transportation of food from the unit to pantry car/other static units will be done through state-of-the-art covered trolleys of stainless steel.
- (k) 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 and shall abide by the instructions of Railway in this regard from time to time.
- (l) It is mandatory for the licensee to sell Rail Neer (Packaged Drinking Water-1000 ml) chilled or in such quantities and rates prescribed by Railway from time to

time. The licensee will 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 Railway.

- (m) The Licensee is encouraged to provide low cost regional cuisines, take away food items, a-la-carte items, dietary and infant foods, at tariff approved by Railway subject to authorization from the Railway.
- (n) 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 Special Conditions of Contract II.
- (o) 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. Licensee shall be responsible for disposing the garbage suitably at the designated location outside the station/maintenance area. All garbage bins must b e labeled, cleaned and sanitized regularly.
- (p) The Licensee shall further be responsible to make adequate arrangements in terms of all equipments and manpower, at its own cost, as per policy directives.
- (q) The gadgets and equipments provided in the major unit including the kitchen equipment should be conforming to the latest state of art technology. The major unit will have to be ISO 22000 certified in a time bound manner.
- (r) The Licensee shall depute staff who will be required to manage the catering operations and serve food to the passengers The Licensee shall ensure that the staff deputed on the unit should maintain good conduct, etiquette, personal hygiene, politeness and courtesy, issue bills to passengers etc. 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.
- (s) The Railway may grant limited rights to the Licensee to commercially advertise on disposable accessories that may be used by the Licensee in rendering catering services. Such grants would be duly authorized by Railway for each produce and the duration of which shall be specified by the Railway.
- (t) The Licensee shall ensure availability of hand held fire extinguishers with the staff having knowledge of operation of the equipment.
- (u) In consideration of the award of the License to the Licensee, the Licensee shall be liable to pay Annual License Fee to Railway for the tenure of the License, and it shall be more than minimum license fee determined by Railway.
- (v) The Annual License Fee shall be paid every year. For the first year. License fee shall be paid fifteen (15) days prior to the Commencement of the License and for subsequent years it shall be paid minimum fifteen (15) days before the completion of each preceding year of License.

1.3 **Tenure of license**

The tenure of this license shall be for a period of five (5) years from the date of commencement of the license as defined in Para 1.1 of the Master License. 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 of Section B. Each Bidder 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 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.
- 2.1.4 It is clarified that prior to making a Bid, the Bidder shall pay to Railway a nonrefundable sum of ₹5,000/- { ₹ five thousand only } as the cost of this document. In case the Bidding document has been down loaded from the website *www.wcr.indianrailways.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 envelope marked 'Cost of bidding Documents' failing which the offer will be summarily rejected.
- 2.1.5 The Bidder shall deposit an Earnest money of ₹ **7,69,800/- (Seven lacks Sixty Nine thousand Eight hundred only)** in the form of FDR / Bank Demand Draft issued by any Nationalized Bank. The FDR/ Bank Demand Draft shall be drawn in favour of Sr, Divisional Finance Manager, West Central Railway, Bhopal and payable at Bhopal. Railway shall not be liable to pay any interest on the Earnest money.
- 2.1.6 The validity period of the FDR / Bank Demand Draft, shall not be less than 180 days from the Bid Due date. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money. If and when the validity of the bid is extended by a bidder, the validity of the FDR/ Bank Demand Draft will accordingly be extended.
- 2.1.7 The earnest money of unsuccessful Bidders shall be returned, with out 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. The Earnest Money can also be converted in to Security Deposit for the successful bidder.
- 2.1.8 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.
- 2.1.9 The information provided by the bidder during the bid shall be binding on the bidder during the performance of contract.
- 2.1.10 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.
- 2.1.11 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 supplemental information sought by Railway for evaluation of the Bidding Documents, or
 - c) The bidder withdraws its offer within the validity period.
- Further the offer shall not be considered for the award of contract.
- 2.1.12 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 Bid Number **03** Bid Name-**One Non.Veg RRM at Itarsi Station due on 12.06.2013**”

2.2. Brief description of the Bidding Process

2.2.1 Railway has adopted a system of inviting sealed bid on two packet system, (the “Bidding Process” from experienced and reputed food and catering service providers for “provision of catering services on Major Static Unit– **One Non.Veg. RRM at Itarsi station of ‘A’ category**” 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/consortia 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 shortlisted 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 an Bid, the Bidder shall pay to Railway a non-refundable sum of ` .5,000/-{Rupees Five Thousand only} as the cost of this Document.

2.2.3 The Bidders shall be responsible for all 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 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) of the grounds for Railway’s action.

2.2.6 Bids with alterations, overwriting etc. shall be liable to be rejected.

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 Bidding Document, and seal it in an envelope and mark the envelope as “BID”

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

- (i) Bid in the prescribed format (Clause 2.2) along with Annexures and supporting documents;
- (ii) Power of Attorney for signing the Bid as per the format at Annexure A/5(Section B)
- (iii) Copy of memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its Partnership Deed,
- (iv) Copies of Bidder’s balance sheet and profit and loss account for the Preceding 5 years duly audited by Chartered Accountant
- (v) FDR/DD for ` . **7,69,800/-** (**Seven lacks Sixty Nine thousand Eight hundred**

- only)** as Earnest money in favour of Sr. Divisional Finance Manager, West Central Railway, Bhopal payable at Bhopal 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 of ` .5000/- {Rupees Five thousand only} superscribed 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 Major Static Unit number/name- One Non.Veg. RRM at Itarsi station of ‘A’ category” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Opening 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: - Divisional Railway Manager (Commercial)
 West Central Railway
 ADDRESS: - DRM Office, Habibganj,
 Bhopal-462024
 FAX NO. - 0755-2457166
 E-MAIL ADDRESS - www.wcr.indianrailways.gov.in
 If the Bids are hand delivered they should be dropped in the Bid box provided in Railway office address given above.
- 2.3.6 Bid submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 2.4 Bid opening date:- 12.06.2013
- 2.4.1 The date of techno-commercial bid opening (i.e packet-A) will be construed as the tender opening date. Bids received by Railway after the specified time on the Bid Opening date shall not be eligible for consideration and shall be summarily rejected. If the bid sent by registered post or courier arrives at the aforementioned 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 date of bid opening 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 15:30 hours. Only the main envelope shall be opened and the Bid shall be checked for availability of Earnest Money and correctness of amount on Earnest Money.
- 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 Correct 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:-
- (e) 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.
 - (f) Shall debar the Bidder or Licensee to participate in any Bid, etc. issued by Railway during a period of 1 (one) year from the date occurrence of such event.
- 2.9.2 For the purpose 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, 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, in order to influence the Bidding Process;
 - [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 contract 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.

[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.

CHAPTER 3: ELIGIBILITY CRITERIA AND EVALUATION CRITERIA OF BIDDERS

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

- 3.1 Legal Status of the Bidder:-
 - 3.1.1 The Bidder should be either an individual or a Company incorporated under the Companies Act, 1956 or a Partnership Firm registered under the Partnership Act, 1932.
- 3.2 Experience of Catering Business
 - 3.2.1 For Major Static Unit at all categories of stations, the Bidder should have a minimum of five(5) years of catering business experience. For the purpose of consideration under this clause, catering business shall mean all types of catering as stated in Form Tech 1.
 - 3.2.2 The bidder shall submit a copy of Articles of Association/Partnership Deed certified by Chartered Accountant where catering/hospitality/food and beverage is covered under the Main Objects clause of the agreement.
- 3.3 Minimum Annual Turnover
 - 3.3.1 For Major Static Unit at A1/A/C categories of stations, the bidder must have minimum annual turnover of Rs.50 lakh during each of the preceding five years.
 - 3.3.2 For Major Static Unit at other than A1/A/C categories of stations, the bidder must have minimum annual turnover of Rs.30 lakh during each of the preceding five years
 - 3.3.3 Preceding five years shall be reckoned from the date of bid opening i.e. if date of tender opening is dt-**12.06.2013**, then 2008-09, 2009-10, 2010-11, 2011-12 & 2012-13 shall be considered. The Bidder would submit audited balance sheet and profit and loss account or Income Tax returns of last 5(five) years.
- 3.4 **Financial Standing**
 - 3.4.1 For Major Static Units at A1/A/C category stations, the bidder must have profit or loss + accumulated reserves + share capital minimum of Rs.20 lakh during each of the preceding five years.
 - 3.5.2 For Major static units at other than A1/A/C category stations, the bidder must have profit or loss + accumulated reserves + share capital minimum of Rs.12 lakhs during each of the preceding five years.
 - 3.4.3 Preceding five years shall be reckoned from the date of bid opening i.e. if date of tender opening is dt- **12.06.2013**, then 2008-09, 2009-10, 2010-11, 2011-12 & 2012-13 shall be considered. The bidder would submit audited balance sheet and profit and loss account or Income Tax returns of last five (5) years.
- 3.5 Additional Mandatory Requirements
 - 3.5.1 All other mandatory requirements have been enlisted at Annexure A/2, Chapter 1 of Section B of the Bid document. This includes Permanent Account Number, VAT/Service Tax Registration etc.
- 3.6 **EVALUATION CRITERIA**
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 ‘B’

Section 'B'

Chapter 1 Techno-Commercial Bid (Packet A))

Chapter-2 Price Bid (Packet B)

Chapter-3 Evaluation Criteria

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)
Supporting forms for Techno-Commercial Experience
(Tech Forms 1 to 3)
- v. Self Declaration Form of Techno-Commercial Experience
(Annexure A/5)
- vi. Power of Attorney for signing of bid (Annexure- A/6)
- vii. Bank Guarantee (Annexure-A/7)

Chapter 2 : Price Bid- Packet B

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

Chapter 3 : Evaluation Criteria.

TECHNO-COMMERCIAL BID
[PACKET-A]

CHAPTER-1; TECHNO-COMMERCIAL BID-PACKET-A

Annexure-A/1

Covering Letter Comprising the Bid

Dated:

To

.....
.....
.....

Sub:- Bid for the award of License for “Provision of Catering Services at Major Static Unit Number- **One Non Veg. RRM At Itarsi Station of ‘A’ Category.**

Dear Sir,

1. With reference to your Bid Document No.....dated.....I/We, having examined the Bidding 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 the 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 Annexure 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 to reservations to the Bidding Documents, including any Addendum 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-2, Para 2.9 of the Bid Document, in respect of any bid or request for proposal issued by or any agreement entered in to with Railway.
 - c) I/We hereby certify that we have taken steps to ensure that in conformity with the provision of Section A, Chapter 2, Para 2.9 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-2 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 one (1) years.
10. In the event of my/our being declared as the Selected Bidder, I/We agree to enter in to 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 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 in to 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 FDR/Bank 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.

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)

Place:

Name and seal of the Bidder.

Annecure-A/2

Mandatory Information for Eligibility of the bid

For Major Static Unit -One Non.Veg. RRM At Itarsi, 'A' Category

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.

S. No	Techno-Commercial Criteria	Details	Page 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 Number(s)		
4	Details of the Earnest Money for Amount ₹. 7,69,800/- (Seven lacks Sixty Nine thousand Eight hundred only) in the form of through FDR/DD, in favour of Sr. Divisional Finance Manager West Central Railway Bhopal, payable at Bhopal		
5	Specify the Legal Status of the bidder: Company/Partnership Firm/Individual		
6	In case of Company, Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business.		
7	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.		
8	PAN Number of the bidder (Please enclose the attested photo copy of the PAN card issued by Income tax Department)		
9	Service Tax/VAT Number of the bidder (Please enclose the attested photocopy of service Tax/VAT Registration Certificate issued by relevant authorities)		
10	Turnover of the bidder for the preceding five years viz. 2008- 2009, 2009-10,2010-2011,2011-2012 & 2012-2013 (if the tender opening is during 2013-14) (Please enclose a statement duly certified by a Chartered Accountant)		
11	Commercial Gas Cylinder License of the bidder by IOC/HPCL/BPCL etc. (Please enclose attested photocopy of Commercial Gas Cylinder License)		

12	Financial standing of the Bidder for the preceding five years viz.2008-2009, 2009-10, 2010-2011, 2011-2012 & 2012-2013 (Please enclose a statement duly certified by a Chartered Accountant)		
13	Size of the Establishment		
14	Quality certifications available for restaurants/franchised outlets/canteen or Mess operated by the bidder Please fill this information as calculated in the format at Form-Tech-3		

Note:-

1. The details as required in “Annexure-A/2” must be submitted with supporting documents for each 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:

Annexure-A/3**Affidavit**

(to be submitted on non-judicial stamp paper of appropriate value)

1. I.....s/o.....r/o.....furnishing this affidavit in my capacity as an individual/partner of firm...../Director of Body Corporate..... and solemnly affirm and state as under:-
2. That I/we hold as on date following catering licenses of Indian Railway:

Type of Unit	Date of commencement of License	Licence Fees (in Rs.)	Date and Cash Receipt number of Last license fees paid
Mobile Units(Pantry/TSV)			
Train No.....			
Train No.....			
Multi Cuisine Food Plaza/ Food Court/Fast Food Unit			
Station.....			
Station.....			
Other Major Static Units like AVMs/ Base Kitchen/RR etc			
Station.....			
Station.....			
Minor Static Units			
Station.....			
Station.....			

Note:- The ceiling limit on holding of catering licenses shall be governed as per para no.19 of catering policy, 2010 or any amendments as issued from time to time

VERIFICATION:

Verified aton this.....day of2013, 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

.....

Annexure-A/4
TECHNO-COMMERCIAL EXPERIENCE OF THE BIDDER
For Major Static Unit - One NonVeg. RRM At Itarsi, 'A' Category

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	Page Nos.
		(to be filled by the bidder)	
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	Average annual turnover of the bidder from catering business in the preceding 5 financial years (with respect to all Railway/Airport/Bus station/ Industrial/canteens/Mess) (5 years to be counted as per S.No.10 of Annexure-A/2) Please fill this information as calculated in the format below at Form-Tech 1		
3	Average Financial Standing of the bidder in the preceding 5 financial years (5 years to be counted as per S.No.10 of Annexure-A/2) Please fill this information as calculated in the format below at Form –Tech-2		
4.	Experience of the Railway catering in terms of no. of years		

Note:

- 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
- 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/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 if 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 5 financial years(5 years to be counted as per S.No.10 of Annexure-A/2

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, certificates from the concerned agencies as the case may be) are to be enclosed.

Provide details of annual revenues for each head, as applicable, for the last 5 financial years:-

(for example, for the bid opening on 25/05/2013, details of following years shall be submitted)

	2008-09	2009-10	2010-11	2011-12	2012-13	Average
List Train Numbers						
1						
2						
3						
List Static Unit and Station						
1						
2						
3						
Total revenue From Rly. 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)

Chartered Accountant's Seal

Name of the CA:

CA's Address.

CA Registration Number:

CA's Telephone / Fax Number

Form Tech-2: Average Financial standing of the Bidder in the preceding 5 Financial Years

(5 years to be counted as per S.No.10 of Annexure-A/2)

3. 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

(for example for the bid opening on 25.04.2013, details of following years shall be submitted)

		2008-09	2009-10	2010-11	2011-12	2012-13
Profit or(Loss) during the year	A					
Accumulated reserves and surplus	B					
Share capital	C					
Financial standing (=A+B+C)						
Total financial standing		Sum of 05 years				
Average financial standing						
		Total divided by 5				

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:
 CA Registration Number:
 CA's Address:
 CA's Telephone/Fax Number

Chartered Accountant's seal

Form Tech-3: Quality Certifications

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

For quality certifications, please provide information in the following format:

Type of Unit	Total number of units owned by operated by the bidder	Number of units with valid ISO 22000:2005 Certificate	Number of units with valid HACCP certificate	Number of units with valid ISO 9001:2008 certificate	Number of units with no such valid certification
Restaurants (owned and operated by the bidder)					
Franchised outlets					
Institutional canteens/Mess					
Other catering units					
Total		L	M	N	O
QS Factor		10	05	3	NIL
		10 x L	5xM	3xN	
Total QS(P)		=10xL+5xM+3xN			

Please attach a copy of the each such certification for each unit separately.

Note:

5. The total quality score(TQS) of each bidder shall be calculated as above
6. For grading of quality score following method shall be used.
 - a. The highest quality score (HQS) amongst all bidders shall be determined
 - b. The Relative QS (RQS) of all bidders shall be determined by dividing Their respective total QS with HQS.

.....

Bidders seal

(Bidders signature and Date)

Name of the authorized Signatory:

Name of the Bidder

Form Tech-4: Details Of Base Kitchen

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

Provide details of Base kitchen owned and operated by the Bidder (as on the date of submission of bid)

S. No	Location of Base Kitchen with Complete address	Number of Meals prepared per day on average
1		
2		
R		
TOTAL R=		TOTAL =Q

Note:

- 5. Number of meals implies lunch and dinner only
- 6. Any kitchen activity for providing meals in a programmed manner will be admissible for weightage.

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 seal

(Bidders signature and Date)

Name of the authorized Signatory:

Name of the Bidder

ANNEXURE-A/5—SELF DECLARATION FORM
FOR TECHNO-COMMERCIAL EXPERIENCE FOR MAJOR STATIC UNIT
NAME/NO.- ONE NON.VEG. RRM AT ITARSI, OF ‘A’ CATEGORY STATIONS

Please TICK at the appropriate Box

<i>S.No.</i>	<i>Technical Criteria</i>	<i>Criteria</i>	<i>Score</i>	<i>Tick</i>
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:-		
		More than 20 years	10	
		Between 14 and 17 years	7	
		Between 11 and 14 years	5	
		Between 8 and 11 years	3	
		Between 5 and 8 years	1	
2.	Average Annual Turnover of the bidder from catering business in the preceding 5 financial years (with respect to all Railway/Airline/ Industrial/Institutional Canteens/ Mess being operated) Please fill this information as calculated in the format at Form-Tech.1 (Value of “C”)	If value of ‘C’ determined in Form Tech.-1 is:-		
		More than ` 100 lakh	10	
		Between ` 80 lakh and ` 100 lakh	8	
		Between ` 70 lakh and ` 80 lakh	5	
		Between ` 60 lakh and ` 70 lakh	3	
		Between ` 50 lakh and ` 60 lakh	1	
3.	Average financial standing of the bidder in the preceding 5 financial years Please fill this information as calculated in the format at Form-Tech.2	If the average financial standing of the bidder as determined in Form Tech-2 is;		
		More than ` 50 lakh	10	
		Between ` 40 lakh and ` 50 lakh	8	
		Between ` 30 lakh and ` 40 lakh	5	
		Between ` 25 lakh and ` 30 lakh	3	
		Between ` 20 lakh and ` 25 lakh	1	
4.	Total experience of the bidder in Railway catering Please fill this information as per the certificate/letter of experience/ Allotment letter provided by the Railway authorities concerned.	If experience of catering business in Railway, as determined from the certificate submitted is;		
		15 years and above	5	
		Between 15 and 12 years	4	
		Between 12 and 9 years	3	
		Between 9 and 7 years	2	
		Between 7 and 5 years	1	
	Less than 5 years	NIL		

<i>S.No.</i>	<i>Technical Criteria</i>	<i>Criteria</i>	<i>Score</i>	<i>Tick</i>
5.	Total number of Base kitchens owned and operated by the Bidder Please fill this information from the Form-Tech.4 (Value of 'R')	If the value of 'R' as determined in Form Tech.-4 is;		
		8 or more than 8	10	
		Between 5 and less than 8	6	
		Between 3 and less than 5	4	
		Between 1 and less than 3	2	
		Less than 1	NIL	
6.	Average number of meals prepared per day in the Base Kitchen Please fill this information from the Form-Tech.4 (Value of 'Q')	If the value of 'Q' as determined in Form Tech.-4 is;		
		More than 8000	5	
		Between 4000 and 8000	3	
		Between 1000 and 4000	2	
		Between 500 and 1000	1	
		Less than 500	NIL	
7.	Quality Certifications for bidders restaurants/franchised outlets, bidder operated Canteen or Mess	If the 10xRQS*, as determined in Form Tech.-3, is;		
		Between 8 and 10	10	
		Between 6 and less than 8	8	
		Between 4 and less than 6	6	
		Between 2 and less than 4	4	
		Between 0 and less than 2	2	
		NIL	NIL	

TOTAL TECHNO-COMMERCIAL SCORE = _____ OUT OF 60 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

** The Bid Evaluation Committee will calculate RQS as per note 2 of Form Tech.-3. The weightage assigned for calculation of score will be 10xRQS (10 multiplied by RQS)*

ANNEXURE-A/5—SELF DECLARATION FORM
FOR TECHNO-COMMERCIAL EXPERIENCE FOR MAJOR STATIC UNIT
REFRESHMENT ROOM AT _____ FOR
OTHER THAN ‘A-1’ / ‘A’ / ‘C’ CATEGORY STATIONS

Please TICK at the appropriate Box

<i>S.No.</i>	<i>Technical Criteria</i>	<i>Criteria</i>	<i>Score</i>	<i>Tick</i>
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:-		
		More than 20 years	10	
		Between 14 and 17 years	7	
		Between 11 and 14 years	5	
		Between 8 and 11 years	3	
		Between 5 and 8 years	1	
2.	Average Annual Turnover of the bidder from catering business in the preceding 5 financial years (with respect to all Railway/Airline/ Industrial/Institutional Canteens/ Mess being operated) Please fill this information as calculated in the format at Form-Tech.1 (Value of “C”)	If value of ‘C’ determined in Form Tech.-1 is:-		
		More than ` 60 lakh	10	
		Between ` 50 lakh and ` 60 lakh	8	
		Between ` 45 lakh and ` 50 lakh	5	
		Between ` 35 lakh and ` 45 lakh	3	
		Between ` 30 lakh and ` 35 lakh	1	
3.	Average financial standing of the bidder in the preceding 5 financial years Please fill this information as calculated in the format at Form-Tech.2	If the average financial standing of the bidder as determined in Form Tech-2 is;		
		More than ` 24 lakh	10	
		Between ` 21 lakh and ` 24 lakh	8	
		Between ` 18 lakh and ` 21 lakh	5	
		Between ` 15 lakh and ` 18 lakh	3	
		Between ` 12 lakh and ` 15 lakh	1	
4.	Total experience of the bidder in Railway catering Please fill this information as per the certificate/letter of experience/ allotment letter provided by the Railway authorities concerned.	If experience of catering business in Railway, as determined from the certificate submitted is;		
		15 years and above	5	
		Between 15 and 12 years	4	
		Between 12 and 9 years	3	
		Between 9 and 7 years	2	
		Between 7 and 5 years	1	
	Less than 5 years	NIL		

S.No.	Technical Criteria	Criteria	Score	Tick
5.	Total number of Base kitchens owned and operated by the Bidder Please fill this information from the Form-Tech.4 (Value of 'R') Note – Any kitchen activity for providing meals in a programmed manner will be admissible for weightage.	If the value of 'R' as determined in Form Tech.-4 is;		
		8 or more than 8	10	
		Between 5 and less than 8	6	
		Between 3 and less than 5	4	
		Between 1 and less than 3	2	
6.	Average number of meals prepared per day in the Base Kitchen Please fill this information from the Form-Tech.4 (Value of 'Q')	If the value of 'Q' as determined in Form Tech.-4 is;		
		More than 8000	5	
		Between 4000 and 8000	3	
		Between 1000 and 4000	2	
		Between 500 and 1000	1	
7.	Quality Certifications for bidders restaurants/franchised outlets, bidder operated Canteen or Mess	If the 10xRQS*, as determined in Form Tech.-3, is;		
		Between 8 and 10	10	
		Between 6 and less than 8	8	
		Between 4 and less than 6	6	
		Between 2 and less than 4	4	
		Between 0 and less than 2	2	
	NIL	NIL		

TOTAL TECHNO-COMMERCIAL SCORE = _____ OUT OF 60 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

** The Bid Evaluation Committee will calculate RQS as per note 2 of Form Tech.-3. The weightage assigned for calculation of score will be 10xRQS (10 multiplied by RQS).*

Note:- The Bid Evaluation Committee will also take into account the factors like past performance (ACRs, terminations, blacklisting, complaints etc) of the bidder while evaluating the bid. Bid Evaluation Committee will fix negative marking / score for any negative reports on past performance, if desired. In case of termination / blacklisting in the past, the Tender Committee will award a minimum of 10 marks to the bidder and in all other cases the Committee may decide as per the performance of the bidder.

ANNEXURE-A/6—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 and holding the position of _____ 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 Major Static Unit – One Non.Veg. Refreshment Room at Itarsi station Platform No-1, of ‘A’ Category,** 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 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.*

ANNEXURE-A/7—PERFORMANCE BANK GUARANTEE BOND

The President of India,
Through the Senior Divisional Commercial Manager
West Central Railway, Bhopal

- 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. _____ 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 ` _____ 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 the reason of breach by the said 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 demand 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 restricted to an amount not exceeding ` _____.
- 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)/supplier(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, 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 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 affecting in any manner our obligations hereunder to vary any of these term and conditions of the said Agreement or to extend the 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 _____ 2013

For _____
(Indicate the name of Bank)

Seal of the Bank

PRICE BID

(Packet – B)

CHAPTER – 2 : PRICE BID (PACKET : B)
ANNEUXRE B/1
PRICE BID

To

Bhopal,
Date:-

Sr. Divisional Comml. Manager
West Central Railway
Bhopal, India.

Sub:-Provision of catering services at Major Static Unit **One Non.Veg. Refreshment Room** at **Itarsi** station of category 'A'.

.....

Dear sir,

We, the undersigned, offer to provide "Provision of catering services at Major Static Unit – One Non.Veg. Refreshment Room at **Itarsi** station, PF No-1" 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 further certify that we are ready to provide catering services within the time frame 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.
- 4 I we understand that Railway reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.
- 5 Minimum amount of license fee payable per annum, for this unit as determined by Railway is ` **15,39,600/-** (**Fifteen Lacks Thirty Nine Thousand Six Hundred Only**).

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

(In Indian Rupees only)

	<i>Amount in Figures (`)</i>	<i>Amount in words (Rupees)</i>
License fees payable to Railway per annum (exclusive of all 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 figure and words, the amount written in words will be taken into consideration.
- 2 Bids with offer of license fee which is less than the minimum annual license fee amount mentioned at S.No.5 above, shall be summarily rejected.
- 3 Bids with overwriting, correction or insertion in the table above shall be liable to be rejected.
- 4 The license fee quoted by the Licensee is liable to be varied on a pro-rate basis, in the event of the changes in catering tariff after submission of bid. The variation in license fee shall be determined by Railway, assessing the corresponding changes in catering sales and income to the Licensee.
- 5 For para 4 above, the value estimated by Railway shall be final and binding on the Licensee.

CHAPTER – 3 : EVALUATION CRITERIA

3.1 Opening and Evaluation of Bids:-

- 3.1.1 Railway shall open the bids at 15.30 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 bidders 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) & Chapter-2 (Packet B) of Section B.
 - b) It is received by the bid opening date including any extension thereof.
 - c) It is signed, sealed, bound together 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 of ` 5,000/- (Rupees Five thousand only) (non refundable) to Railway.
 - g) It is accompanied by the receipt of earnest money of ` . **7,69,800/-** (**Seven lacks Sixty Nine thousand Eight hundred only**) in the form of Bank FDR/DD drawn on any Nationalized Bank in India.
 - h) It does not contain any condition or qualification; and
- 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 interest 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 bidder(s) 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 3) 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 score 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, appropriate the Earnest Money of such selected bidder as mutually agreed genuine pre-estimated loss and damage suffered by Railway on account of failure of the selected bidder to acknowledge the LOA, and the next eligible bidder may be considered. It is clarified that in case the selected bidder refuses to accept the LOA, it will be debarred from participating in the bidding process for similar future license/contract of Railway for a period of one (1) year.

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 fifteen(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.

SECTION C

- 1. Special Conditions of Contract I**
- 2. Special Conditions of Contract II**

SPECIAL CONDITIONS OF CONTRACT – I
(Menu, Quantity and Rates for Standard Meals)

TARIFF FOR STANDARD MEALS, BREAKFAST TEA/COFFEE ETC.

<i>S.NO</i>	<i>I T E M</i>	<i>TARIFF(In `)</i>
1.	Standard Tea (150 ml.) in disposable cup (Kulhar) of 170 ml.	05.00
2.	Tea with Tea bag (150 ml) in disposable cup (Kulhar) of 170 ml.	07.00
3.	Coffee using Instant Coffee powder (150 ml.) disposable cup (Kulhar) of 170 ml.	07.00
4.	Rail Neer/Packaged Drinking water (i) 1 litre bottle (chilled) (ii) 500 ml bottle (chilled)	15.00 10.00
5.	Janta Meal (in quality disposable card board boxes)	15.00
STANDARD BREAKFAST		
6.	Vegetarian	25.00
7.	Non-vegetarian	30.00
CASSEROLE MEALS		
8.	Standard vegetarian	45.00
9.	Standard non-vegetarian	50.00
THALI MEALS		
10.	Standard vegetarian	35.00
11.	Standard non-vegetarian	40.00

DETAILS OF MENU

<i>S.NO</i>	<i>I T E M</i>	<i>DETAILS OF MENU</i>
1.	Standard Tea (150 ml.)	Paper cups used should be of 170 ml. capacity
2.	Tea with Tea bag (150 ml)	Paper cups used should be of 170 ml. capacity
3.	Coffee with instant coffee powder (150 ml.)	Paper cups used should be of 170 ml. capacity
4.	Janta Meal (in quality disposable cardboard boxes)	
	Poories = 7 Nos.	→175 gms.
	Allu Dry Curry	→150 gms.
	Pickle Sachet	→15 gms
	Green Chilli	→1 no.

ITEMS FOR CATERING & VENDING

<i>S.NO.</i>	<i>ITEM</i>
1	Hot Beverages → Tea, Coffee, Soup thru' AVM machine(s) only.
2	Cold Beverages → Approved brands of soft drinks, Tetra pack Fruit Juices, Health drinks.
3	Indian Sweets
4	Packaged drinking water → (RAIL NEER) / Brands conforming to IS:14543 of 2004 prescribed by Railway from time to time.
5	Confectionery items → Cake, Pastry, Patties, Chocolates etc.
6	Bakery items → Bread, Bun, Sandwich (Veg.) etc.
7	Proprietary Articles Depot (PAD) items → Biscuits, Chips, Namkeen, Bhujia etc.
8	North Indian Snacks (Veg.)
9	South Indian Snacks
10	Boiled Egg
11	Litti Chokha

Note:- A-la-carte items and regional cuisines to be sold as per the recipe, menu and tariff as approved by Railway from time to time,

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.

SPECIAL CONDITIONS OF CONTRACT – II

(Hygiene & Quality Parameters for Handling Raw materials, Food and Packaging)

HYGIENE & QUALITY PARAMETERS FOR KITCHEN, FOOD HANDLING, CLEANLINESS AND 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.
- 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 °C and for non-vegetarian < 10 °C.
- 5 Observe presence of dust and foreign material like stones, hairs, nuts, bolts, wires, staples, feathers, rat droppings, papers, cigarette ends, earnings, 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 are a 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, door 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. 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 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 and 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 by suitable footwear.
- 39 Food or drink should not be consumed whilst working in food handling areas.
- 40 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.
- 41 Pest control measures have to be adopted with schedule of pest control to be displayed. Regular AMC schedule should be followed.
- 42 Adequate space with separate provision for storage of raw material, cleaning and dressing, preparation of food, packaging and delivery.
- 43 Use adequate number of bins for garbage collection. Segregation of waste should be done as bio-degradable and bio non-degradable.
- 44 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.
- 45 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.
- 46 Regular in-house audit must be undertaken by a trained staff once every week and items recorded.
- 47 External audit will be undertaken periodically by an independent agency/ Railway, and items recorded for compliance.
- 48 Preparation and handling of vegetarian & non-vegetarian food will be done separately.

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.

WEST CENTRAL RAILWAY

BID DOCUMENT

FOR

PROVISION OF CATERING SERVICES ON

MAJOR STATIC UNIT NUMBER/NAME – ONE VEG./NON.VEG. REFRESHMENT

ROOM AT BINA STATION OF ‘A’ CATEGORY

DATED :- 12.06.2013

BID NO :- 04

KEY INFORMATION

Cost of Bid Document	Non refundable amount of Rupees Five Thousand only { ` 5000.00 }
Bid submission date and time	Date 12.06.2013 and Time 15.00 Hrs.
Contact Authority	SR. DIVISIONAL COMMERCIAL MANAGER WEST CENTRAL RAILWAY, DRM OFFICE BHOPAL, MADHYA PRADESH

SR. DIVISIONAL COMMERCIAL MANAGER
DRM OFFICE, WEST CENTRAL RAILWAY
BHOPAL, MADHYA PRADESH

DISCLAIMER

- 1 West Central Railway (therein 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 person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form 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 the 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.

BID NOTICE

1. For and on behalf of the President of India West Central Railway invites sealed bid on single stage two packet system, from food and catering service providers for **“Provision of catering services at Major static unit - One Veg./Non.Veg. Refreshment Room at BINA Railway station, PF No-2, of category A”**.
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 to 17.00 hrs on all working days from **13.05.2013 to 11.06.2013** in person from the Railway Office at the address given in Paragraph 9 below, on payment of non refundable document fee of Rs. 5,000/- {Rupees Five thousand only) in the form of :
 - a. Demand draft/Banker’s Cheque in favour of ‘Senior Divisional Finance Manager, West Central Railway Bhopal, payable at Bhopal drawn on any Nationalized Bank in India.
 - b. Cash deposited at the Booking Office Bhopal/Habibganj station of the West Central Railway duly supported with original Cash Receipt /Money Receipt indicating the Bid number and due date of submission.
4. **Bidding Document** can also be downloaded from the website www.wcr.indianrailways.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 the time of bidding, failing which the offer will be summarily rejected.
5. **Earnest Money:** The bid must be accompanied by Earnest Money of ` **4,05,700/- {Rupees Four Lacks Five thousand Seven Hundred Only}** in the form of FDR/Bank Demand Draft drawn on any Nationalized Bank in India.
6. **Receipt of Bids:** Sealed bids should be dropped in the designated box at the address given in Para 9 below not later than **15:00 hrs on 12.06.2013**. Bids shall be opened on the same day at 15.30 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.
7. Railway reserves the right to accept/reject any or all Bids without assigning any reasons 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, West Central Railway
BHOPAL, Pin Code 462024
Tel: 0755-2457175, Fax 0755-2457166
E-Mail: www.wcr.indianrailways.gov.in

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 Major Static Unit number/name – **One Veg. / Non.Veg. Refreshment Room at Bina Railway station of A category**, 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) 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 Major Static Unit number/name - **One Veg. / Non.Veg. Refreshment Room at Bina station of A category** of the Railway
- (b) The Licensee shall be responsible for providing catering services for items as authorized by the Railways from the Major Static Unit number / name – **One Veg. / Non.Veg. Refreshment Room at Bina station.**
- (c) The Major Static Units will include Refreshment Rooms (at A1 category stations) and Jan Ahaar outlets.
- (d) Refreshment rooms serve snacks and a-la-carte items, standard meals, standard breakfast, thali meals as authorized by the Railway. Refreshment Room may be converted in to Jan Ahaar by the Railway depending upon the need.
- (e) The items including recipe, menu and tariff of the items will be decided by the Railway from time to time.
- (f) The Major Static Units would provide service of including provision of Take Away food packaging to the passengers. The take away food should be served in hygienic, sealed/covered, attractive bio-degradable packaging.
- (g) The Licensee shall provide computerized point of sale billing system with prominent display and each sale transaction must be recorded in this billing system.
- (h) These units may also function as mini base kitchen in absence of mega/medium base kitchen with the approval of Railway to supply food to other catering units on transfer rate basis as fixed by Railway Board from time to time. For example, if the transfer rate of an item is in the ratio 75:25 of the price approved, then the major static units shall sell items to the other catering units at 75% of the approved price.
- (i) The other catering units to be supplied food from these units will arrange to pick up the food from the premises of these units where details of sale transaction must be recorded in the computerized billing system.
- (j) In case of these units working as mini base kitchen, the transportation of food from the unit to pantry car/other static units will be done through state-of-the-art covered trolleys of stainless steel.
- (k) The Licensee shall be responsible to display the “Rail Ahhar” logo prominently at all places including the packaging material of food, uniform of waiters and other staff etc and shall abide by the instructions of Railway in this regard from time to time.

- (l) It is mandatory for the licensee to sell Rail Neer (Packaged Drinking Water-1000 ml) chilled or in such quantities and rates prescribed by Railway from time to time. The licensee will 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 Railway.
- (m) The Licensee is encouraged to provide low cost regional cuisines, take away food items, a-la-carte items, dietary and infant foods, at tariff approved by Railway subject to authorization from the Railway.
- (n) 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 Special Conditions of Contract II.
- (o) 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. Licensee shall be responsible for disposing the garbage suitably at the designated location outside the station/maintenance area. All garbage bins must b e labeled, cleaned and sanitized regularly.
- (p) The Licensee shall further be responsible to make adequate arrangements in terms of all equipments and manpower, at its own cost, as per policy directives.
- (q) The gadgets and equipments provided in the major unit including the kitchen equipment should be conforming to the latest state of art technology. The major unit will have to be ISO 22000 certified in a time bound manner.
- (r) The Licensee shall depute staff who will be required to manage the catering operations and serve food to the passengers The Licensee shall ensure that the staff deputed on the unit should maintain good conduct, etiquette, personal hygiene, politeness and courtesy, issue bills to passengers etc. 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.
- (s) The Railway may grant limited rights to the Licensee to commercially advertise on disposable accessories that may be used by the Licensee in rendering catering services. Such grants would be duly authorized by Railway for each produce and the duration of which shall be specified by the Railway.
- (t) The Licensee shall ensure availability of hand held fire extinguishers with the staff having knowledge of operation of the equipment.
- (u) In consideration of the award of the License to the Licensee, the Licensee shall be liable to pay Annual License Fee to Railway for the tenure of the License, and it shall be more than minimum license fee determined by Railway.
- (v) The Annual License Fee shall be paid every year. For the first year. License fee shall be paid fifteen (15) days prior to the Commencement of the License and for subsequent years it shall be paid minimum fifteen (15) days before the completion of each preceding year of License.

1.3 **Tenure of license**

The tenure of this license shall be for a period of five (5) years from the date of commencement of the license as defined in Para 1.1 of the Master License. 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 of Section B. Each Bidder 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 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.
- 2.1.4 It is clarified that prior to making a Bid, the Bidder shall pay to Railway a nonrefundable sum of `5,000/-{ ` five thousand only} as the cost of this document. In case the Bidding document has been down loaded from the website *www.wcr.indianrailways.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 envelope marked 'Cost of bidding Documents' failing which the offer will be summarily rejected.
- 2.1.5 The Bidder shall deposit an Earnest money of ` **4,05,700/-{Rupees Four Lacks Five thousand Seven Hundred Only}** in the form of FDR / Bank Demand Draft issued by any Nationalized Bank. The FDR/ Bank Demand Draft shall be drawn in favour of Sr, Divisional Finance Manager, West Central Railway, Bhopal and payable at Bhopal. Railway shall not be liable to pay any interest on the Earnest money.
- 2.1.6 The validity period of the FDR / Bank Demand Draft, shall not be less than 180 days from the Bid Due date. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money. If and when the validity of the bid is extended by a bidder, the validity of the FDR/ Bank Demand Draft will accordingly be extended.
- 2.1.7 The earnest money of unsuccessful Bidders shall be returned, with out 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. The Earnest Money can also be converted in to Security Deposit for the successful bidder.
- 2.1.8 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.
- 2.1.9 The information provided by the bidder during the bid shall be binding on the bidder during the performance of contract.
- 2.1.10 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.
- 2.1.11 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 supplemental information sought by Railway for evaluation of the Bidding Documents, or
 - c) The bidder withdraws its offer within the validity period.
- Further the offer shall not be considered for the award of contract.
- 2.1.12 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 Bid Number 04 Bid Name-**One Veg. / Non.Veg RRM due on 12.06.2013**”

2.2. Brief description of the Bidding Process

2.2.1 Railway has adopted a system of inviting sealed bid on two packet system, (the “Bidding Process” from experienced and reputed food and catering service providers for “provision of catering services on Major Static Unit– **One Veg. / Non.Veg. RRM at Bina Railway station, PF No-2, of ‘A’ category**” 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/consortia 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 shortlisted 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 an Bid, the Bidder shall pay to Railway a non-refundable sum of ` .5,000/-{Rupees Five Thousand only} as the cost of this Document.

2.2.3 The Bidders shall be responsible for all 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 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) of the grounds for Railway’s action.

2.2.6 Bids with alterations, overwriting etc. shall be liable to be rejected.

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 Bidding Document, and seal it in an envelope and mark the envelope as “BID”

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

- (i) Bid in the prescribed format (Clause 2.2) along with Annexures and supporting documents;
- (ii) Power of Attorney for signing the Bid as per the format at Annexure A/5(Section B)
- (iii) Copy of memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its Partnership Deed,
- (iv) Copies of Bidder’s balance sheet and profit and loss account for the Preceding 5 years duly audited by Chartered Accountant
- (v) FDR/DD for ` **4,05,700/-{Rupees Four Lacks Five thousand Seven Hundred**

- Only}** as Earnest money in favour of Sr. Divisional Finance Manager, West Central Railway, Bhopal payable at Bhopal 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 of ` .5000/- {Rupees Five thousand only} superscribed 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 Major Static Unit number/name- One Veg. / Non.Veg. RRM at Bina Railway station, PF No-2, of ‘A’ category” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Opening 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: - Divisional Railway Manager (Commercial)
 West Central Railway
 ADDRESS: - DRM Office, Habibganj,
 Bhopal-462024
 FAX NO. - 0755-2457166
 E-MAIL ADDRESS - www.wcr.indianrailways.gov.in
 If the Bids are hand delivered they should be dropped in the Bid box provided in Railway office address given above.
- 2.3.6 Bid submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 2.4 Bid opening date:- 12.06.2013
- 2.4.1 The date of techno-commercial bid opening (i.e packet-A) will be construed as the tender opening date. Bids received by Railway after the specified time on the Bid Opening date shall not be eligible for consideration and shall be summarily rejected. If the bid sent by registered post or courier arrives at the aforementioned 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 date of bid opening 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 15:30 hours. Only the main envelope shall be opened and the Bid shall be checked for availability of Earnest Money and correctness of amount on Earnest Money.
- 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 Correct 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:-
- (g) 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.
 - (h) Shall debar the Bidder or Licensee to participate in any Bid, etc. issued by Railway during a period of 1 (one) year from the date occurrence of such event.
- 2.9.2 For the purpose 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, 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, in order to influence the Bidding Process;
 - [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 contract 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.

[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.

CHAPTER 3: ELIGIBILITY CRITERIA AND EVALUATION CRITERIA OF BIDDERS

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

- 3.1 Legal Status of the Bidder:-
 - 3.1.1 The Bidder should be either an individual or a Company incorporated under the Companies Act, 1956 or a Partnership Firm registered under the Partnership Act, 1932.
- 3.2 Experience of Catering Business
 - 3.2.1 For Major Static Unit at all categories of stations, the Bidder should have a minimum of five(5) years of catering business experience. For the purpose of consideration under this clause, catering business shall mean all types of catering as stated in Form Tech 1.
 - 3.2.2 The bidder shall submit a copy of Articles of Association/Partnership Deed certified by Chartered Accountant where catering/hospitality/food and beverage is covered under the Main Objects clause of the agreement.
- 3.3 Minimum Annual Turnover
 - 3.3.1 For Major Static Unit at A1/A/C categories of stations, the bidder must have minimum annual turnover of Rs.50 lakh during each of the preceding five years.
 - 3.3.2 For Major Static Unit at other than A1/A/C categories of stations, the bidder must have minimum annual turnover of Rs.30 lakh during each of the preceding five years
 - 3.3.3 Preceding five years shall be reckoned from the date of bid opening i.e. if date of tender opening is dt-**12.06.2013**, then 2008-09, 2009-10, 2010-11, 2011-12 & 2012-13 shall be considered. The Bidder would submit audited balance sheet and profit and loss account or Income Tax returns of last 5(five) years.
- 3.4 **Financial Standing**
 - 3.4.1 For Major Static Units at A1/A/C category stations, the bidder must have profit or loss + accumulated reserves + share capital minimum of Rs.20 lakh during each of the preceding five years.
 - 3.5.2 For Major static units at other than A1/A/C category stations, the bidder must have profit or loss + accumulated reserves + share capital minimum of Rs.12 lakhs during each of the preceding five years.
 - 3.4.3 Preceding five years shall be reckoned from the date of bid opening i.e. if date of tender opening is dt- **12.06.2013**, then 2008-09, 2009-10, 2010-11, 2011-12 & 2012-13 shall be considered. The bidder would submit audited balance sheet and profit and loss account or Income Tax returns of last five (5) years.
- 3.5 Additional Mandatory Requirements
 - 3.5.1 All other mandatory requirements have been enlisted at Annexure A/2, Chapter 1 of Section B of the Bid document. This includes Permanent Account Number, VAT/Service Tax Registration etc.
- 3.6 **EVALUATION CRITERIA**

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 ‘B’

Section 'B'

Chapter 1 Techno-Commercial Bid (Packet A))

Chapter-2 Price Bid (Packet B)

Chapter-3 Evaluation Criteria

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)
Supporting forms for Techno-Commercial Experience
(Tech Forms 1 to 3)
- v. Self Declaration Form of Techno-Commercial Experience
(Annexure A/5)
- vi. Power of Attorney for signing of bid (Annexure- A/6)
- vii. Bank Guarantee (Annexure-A/7)

Chapter 2 : Price Bid- Packet B

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

Chapter 3 : Evaluation Criteria.

TECHNO-COMMERCIAL BID
[PACKET-A]

CHAPTER-1; TECHNO-COMMERCIAL BID-PACKET-A

Annexure-A/1

Covering Letter Comprising the Bid

Dated:

To

.....
.....
.....

Sub:- Bid for the award of License for “Provision of Catering Services at Major Static Unit Number- **One Veg. / NonVeg. RRM At Bina Station of ‘A’ Category.**

Dear Sir,

1. With reference to your Bid Document No.....dated.....I/We, having examined the Bidding 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 the 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 Annexure 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 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-2, Para 2.9 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 provision of Section A, Chapter 2, Para 2.9 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-2 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 one (1) years.
10. In the event of my/our being declared as the Selected Bidder, I/We agree to enter in to 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 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 in to 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 FDR/Bank 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.

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)

Place:

Name and seal of the Bidder.

Annecure-A/2

Mandatory Information for Eligibility of the bid

For Major Static Unit -One Veg. /Non.Veg. RRM At Bina, 'A' Category

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.

S. No	Techno-Commercial Criteria	Details	Page 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 Number(s)		
4	Details of the Earnest Money for Amount ` 4,05,700/-{Rupees Four Lacks Five thousand Seven Hundred Only} in the form of through FDR/DD, in favour of Sr. Divisional Finance Manager West Central Railway Bhopal, payable at Bhopal		
5	Specify the Legal Status of the bidder: Company/Partnership Firm/Individual		
6	In case of Company, Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business.		
7	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.		
8	PAN Number of the bidder (Please enclose the attested photo copy of the PAN card issued by Income tax Department)		
9	Service Tax/VAT Number of the bidder (Please enclose the attested photocopy of service Tax/VAT Registration Certificate issued by relevant authorities)		
10	Turnover of the bidder for the preceding five years viz. 2008- 2009, 2009-10,2010-2011,2011-2012 & 2012-2013 (if the tender opening is during 2013-14) (Please enclose a statement duly certified by a Chartered Accountant)		
11	Commercial Gas Cylinder License of the bidder by IOC/HPCL/BPCL etc. (Please enclose attested photocopy of Commercial Gas Cylinder License)		

12	Financial standing of the Bidder for the preceding five years viz.2008-2009, 2009-10, 2010-2011, 2011-2012 & 2012-2013 (Please enclose a statement duly certified by a Chartered Accountant)		
13	Size of the Establishment		
14	Quality certifications available for restaurants/franchised outlets/canteen or Mess operated by the bidder Please fill this information as calculated in the format at Form-Tech-3		

Note:-

1. The details as required in “Annexure-A/2” must be submitted with supporting documents for each 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:

Annexure-A/3

Affidavit

(to be submitted on non-judicial stamp paper of appropriate value)

1. I.....s/o.....r/o.....furnishing this affidavit in my capacity as an individual/partner of firm...../Director of Body Corporate..... and solemnly affirm and state as under:-
2. That I/we hold as on date following catering licenses of Indian Railway:

Type of Unit	Date of commencement of License	Licence Fees (in Rs.)	Date and Cash Receipt number of Last license fees paid
Mobile Units(Pantry/TSV)			
Train No.....			
Train No.....			
Multi Cuisine Food Plaza/ Food Court/Fast Food Unit			
Station.....			
Station.....			
Other Major Static Units like AVMs/ Base Kitchen/RR etc			
Station.....			
Station.....			
Minor Static Units			
Station.....			
Station.....			

Note:- The ceiling limit on holding of catering licenses shall be governed as per para no.19 of catering policy, 2010 or any amendments as issued from time to time

VERIFICATION:

Verified aton this.....day of2013, 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**

.....

**Annexure-A/4
TECHNO-COMMERCIAL EXPERIENCE OF THE BIDDER**

For Major Static Unit - One Veg. / NonVeg. RRM At Bina, 'A' Category

- 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	Page Nos.
		(to be filled by the bidder)	
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	Average annual turnover of the bidder from catering business in the preceding 5 financial years (with respect to all Railway/Airport/Bus station/ Industrial/ canteens/Mess) (5 years to be counted as per S.No.10 of Annexure-A/2) Please fill this information as calculated in the format below at Form-Tech 1		
3	Average Financial Standing of the bidder in the preceding 5 financial years (5 years to be counted as per S.No.10 of Annexure-A/2) Please fill this information as calculated in the format below at Form –Tech-2		
4.	Experience of the Railway catering in terms of no. of years		

Note:

- 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
- 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/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 if 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 5 financial years(5 years to be counted as per S.No.10 of Annexure-A/2**

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, certificates from the concerned agencies as the case may be) are to be enclosed.

Provide details of annual revenues for each head, as applicable, for the last 5 financial years:-

(for example, for the bid opening on 25/05/2013, details of following years shall be submitted)

	2008-09	2009-10	2010-11	2011-12	2012-13	Average
List Train Numbers						
1						
2						
3						
List Static Unit and Station						
1						
2						
3						
Total revenue From Rly. 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) Chartered Accountant's Seal

Name of the CA:

CA's Address.

CA Registration Number:

CA's Telephone / Fax Number

Form Tech-2: Average Financial standing of the Bidder in the preceding 5 Financial Years

(5 years to be counted as per S.No.10 of Annexure-A/2)

4. 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

(for example for the bid opening on 25.04.2013, details of following years shall be submitted)

		2008-09	2009-10	2010-11	2011-12	2012-13
Profit or(Loss) during the year	A					
Accumulated reserves and surplus	B					
Share capital	C					
Financial standing (=A+B+C)						
Total financial standing		Sum of 05 years				
Average financial standing						
		Total divided by 5				

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:
 CA Registration Number:
 CA's Address:
 CA's Telephone/Fax Number

Chartered Accountant's seal

Form Tech-3: Quality Certifications

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

For quality certifications, please provide information in the following format:

Type of Unit	Total number of units owned by operated by the bidder	Number of units with valid ISO 22000:2005 Certificate	Number of units with valid HACCP certificate	Number of units with valid ISO 9001:2008 certificate	Number of units with no such valid certification
Restaurants (owned and operated by the bidder)					
Franchised outlets					
Institutional canteens/Mess					
Other catering units					
Total		L	M	N	O
QS Factor		10	05	3	NIL
		10 x L	5xM	3xN	
Total QS(P)		=10xL+5xM+3xN			

Please attach a copy of the each such certification for each unit separately.

Note:

7. The total quality score(TQS) of each bidder shall be calculated as above
8. For grading of quality score following method shall be used.
 - a. The highest quality score (HQS) amongst all bidders shall be determined
 - b. The Relative QS (RQS) of all bidders shall be determined by dividing Their respective total QS with HQS.

.....

Bidders seal

(Bidders signature and Date)

Name of the authorized Signatory:

Name of the Bidder

Form Tech-4: Details Of Base Kitchen

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

Provide details of Base kitchen owned and operated by the Bidder (as on the date of submission of bid)

S. No	Location of Base Kitchen with Complete address	Number of Meals prepared per day on average
1		
2		
R		
TOTAL R=		TOTAL =Q

Note:

- 7. Number of meals implies lunch and dinner only
- 8. Any kitchen activity for providing meals in a programmed manner will be admissible for weightage.

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 seal

(Bidders signature and Date)

Name of the authorized Signatory:

Name of the Bidder

ANNEXURE-A/5—SELF DECLARATION FORM
FOR TECHNO-COMMERCIAL EXPERIENCE FOR MAJOR STATIC UNIT
NAME/NO.- ONE VEG./NON.VEG. RRM AT BINA RAILWAY STATION, OF ‘A’
CATEGORY STATIONS

Please TICK at the appropriate Box

<i>S.No.</i>	<i>Technical Criteria</i>	<i>Criteria</i>	<i>Score</i>	<i>Tick</i>
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:-		
		More than 20 years	10	
		Between 14 and 17 years	7	
		Between 11 and 14 years	5	
		Between 8 and 11 years	3	
		Between 5 and 8 years	1	
2.	Average Annual Turnover of the bidder from catering business in the preceding 5 financial years (with respect to all Railway/Airline/ Industrial/Institutional Canteens/ Mess being operated) Please fill this information as calculated in the format at Form-Tech.1 (Value of “C”)	If value of ‘C’ determined in Form Tech.-1 is:-		
		More than ` 100 lakh	10	
		Between ` 80 lakh and ` 100 lakh	8	
		Between ` 70 lakh and ` 80 lakh	5	
		Between ` 60 lakh and ` 70 lakh	3	
		Between ` 50 lakh and ` 60 lakh	1	
3.	Average financial standing of the bidder in the preceding 5 financial years Please fill this information as calculated in the format at Form-Tech.2	If the average financial standing of the bidder as determined in Form Tech-2 is;		
		More than ` 50 lakh	10	
		Between ` 40 lakh and ` 50 lakh	8	
		Between ` 30 lakh and ` 40 lakh	5	
		Between ` 25 lakh and ` 30 lakh	3	
		Between ` 20 lakh and ` 25 lakh	1	
4.	Total experience of the bidder in Railway catering Please fill this information as per the certificate/letter of experience/ Allotment letter provided by the Railway authorities concerned.	If experience of catering business in Railway, as determined from the certificate submitted is;		
		15 years and above	5	
		Between 15 and 12 years	4	
		Between 12 and 9 years	3	
		Between 9 and 7 years	2	
		Between 7 and 5 years	1	
	Less than 5 years	NIL		

<i>S.No.</i>	<i>Technical Criteria</i>	<i>Criteria</i>	<i>Score</i>	<i>Tick</i>
5.	Total number of Base kitchens owned and operated by the Bidder Please fill this information from the Form-Tech.4 (Value of 'R')	If the value of 'R' as determined in Form Tech.-4 is;		
		8 or more than 8	10	
		Between 5 and less than 8	6	
		Between 3 and less than 5	4	
		Between 1 and less than 3	2	
		Less than 1	NIL	
6.	Average number of meals prepared per day in the Base Kitchen Please fill this information from the Form-Tech.4 (Value of 'Q')	If the value of 'Q' as determined in Form Tech.-4 is;		
		More than 8000	5	
		Between 4000 and 8000	3	
		Between 1000 and 4000	2	
		Between 500 and 1000	1	
		Less than 500	NIL	
7.	Quality Certifications for bidders restaurants/franchised outlets, bidder operated Canteen or Mess	If the 10xRQS*, as determined in Form Tech.-3, is;		
		Between 8 and 10	10	
		Between 6 and less than 8	8	
		Between 4 and less than 6	6	
		Between 2 and less than 4	4	
		Between 0 and less than 2	2	
		NIL	NIL	

TOTAL TECHNO-COMMERCIAL SCORE = _____ OUT OF 60 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

** The Bid Evaluation Committee will calculate RQS as per note 2 of Form Tech.-3. The weightage assigned for calculation of score will be 10xRQS (10 multiplied by RQS)*

ANNEXURE-A/5—SELF DECLARATION FORM
FOR TECHNO-COMMERCIAL EXPERIENCE FOR MAJOR STATIC UNIT
REFRESHMENT ROOM AT _____ FOR
OTHER THAN ‘A-1’ / ‘A’ / ‘C’ CATEGORY STATIONS

Please TICK at the appropriate Box

<i>S.No.</i>	<i>Technical Criteria</i>	<i>Criteria</i>	<i>Score</i>	<i>Tick</i>
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:-		
		More than 20 years	10	
		Between 14 and 17 years	7	
		Between 11 and 14 years	5	
		Between 8 and 11 years	3	
		Between 5 and 8 years	1	
2.	Average Annual Turnover of the bidder from catering business in the preceding 5 financial years (with respect to all Railway/Airline/ Industrial/Institutional Canteens/ Mess being operated) Please fill this information as calculated in the format at Form-Tech.1 (Value of “C”)	If value of ‘C’ determined in Form Tech.-1 is:-		
		More than ` 60 lakh	10	
		Between ` 50 lakh and ` 60 lakh	8	
		Between ` 45 lakh and ` 50 lakh	5	
		Between ` 35 lakh and ` 45 lakh	3	
		Between ` 30 lakh and ` 35 lakh	1	
3.	Average financial standing of the bidder in the preceding 5 financial years Please fill this information as calculated in the format at Form-Tech.2	If the average financial standing of the bidder as determined in Form Tech-2 is;		
		More than ` 24 lakh	10	
		Between ` 21 lakh and ` 24 lakh	8	
		Between ` 18 lakh and ` 21 lakh	5	
		Between ` 15 lakh and ` 18 lakh	3	
		Between ` 12 lakh and ` 15 lakh	1	
4.	Total experience of the bidder in Railway catering Please fill this information as per the certificate/letter of experience/ allotment letter provided by the Railway authorities concerned.	If experience of catering business in Railway, as determined from the certificate submitted is;		
		15 years and above	5	
		Between 15 and 12 years	4	
		Between 12 and 9 years	3	
		Between 9 and 7 years	2	
		Between 7 and 5 years	1	
	Less than 5 years	NIL		

S.No.	Technical Criteria	Criteria	Score	Tick
5.	Total number of Base kitchens owned and operated by the Bidder Please fill this information from the Form-Tech.4 (Value of 'R') Note – Any kitchen activity for providing meals in a programmed manner will be admissible for weightage.	If the value of 'R' as determined in Form Tech.-4 is;		
		8 or more than 8	10	
		Between 5 and less than 8	6	
		Between 3 and less than 5	4	
		Between 1 and less than 3	2	
		Less than 1	NIL	
6.	Average number of meals prepared per day in the Base Kitchen Please fill this information from the Form-Tech.4 (Value of 'Q')	If the value of 'Q' as determined in Form Tech.-4 is;		
		More than 8000	5	
		Between 4000 and 8000	3	
		Between 1000 and 4000	2	
		Between 500 and 1000	1	
		Less than 500	NIL	
7.	Quality Certifications for bidders restaurants/franchised outlets, bidder operated Canteen or Mess	If the 10xRQS*, as determined in Form Tech.-3, is;		
		Between 8 and 10	10	
		Between 6 and less than 8	8	
		Between 4 and less than 6	6	
		Between 2 and less than 4	4	
		Between 0 and less than 2	2	
		NIL	NIL	

TOTAL TECHNO-COMMERCIAL SCORE = _____ OUT OF 60 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

** The Bid Evaluation Committee will calculate RQS as per note 2 of Form Tech.-3. The weightage assigned for calculation of score will be 10xRQS (10 multiplied by RQS).*

Note:- The Bid Evaluation Committee will also take into account the factors like past performance (ACRs, terminations, blacklisting, complaints etc) of the bidder while evaluating the bid. Bid Evaluation Committee will fix negative marking / score for any negative reports on past performance, if desired. In case of termination / blacklisting in the past, the Tender Committee will award a minimum of 10 marks to the bidder and in all other cases the Committee may decide as per the performance of the bidder.

ANNEXURE-A/6—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 and holding the position of _____ 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 Major Static Unit – One Veg.Non.Veg. Refreshment Room at Bina station Platform No-2, of ‘A’ Category,** 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 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.
- 2.

(Notarised)

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.*

ANNEXURE-A/7—PERFORMANCE BANK GUARANTEE BOND

The President of India,
Through the Senior Divisional Commercial Manager
West Central Railway, Bhopal

- 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. _____ 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 ` _____ 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 the reason of breach by the said 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 demand 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 restricted to an amount not exceeding ` _____.
- 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)/supplier(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, 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 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 affecting in any manner our obligations hereunder to vary any of these term and conditions of the said Agreement or to extend the 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 _____ 2013

For _____
(Indicate the name of Bank)

Seal of the Bank

PRICE BID

(Packet – B)

CHAPTER – 2 : PRICE BID (PACKET : B)
ANNEUXRE B/1
PRICE BID

To

Bhopal,
Date:-

Sr. Divisional Comml. Manager
West Central Railway
Bhopal, India.

Sub:-Provision of catering services at Major Static Unit **One Veg. /Non.Veg.**
Refreshment Room at Bina station of category 'A'.

.....

Dear sir,

We, the undersigned, offer to provide "Provision of catering services at Major Static Unit – One Veg. / Non.Veg. Refreshment Room at **Bina** station, PF No-2" 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 further certify that we are ready to provide catering services within the time frame 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.
- 4 I we understand that Railway reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.
- 5 Minimum amount of license fee payable per annum, for this unit as determined by Railway is ` **8,11,400/-** (**Eight Lacks Eleven Thousand Four Hundred Only**).
The annual license fee offered, payable annually is in the table below:-

(In Indian Rupees only)

	<i>Amount in Figures (`)</i>	<i>Amount in words (Rupees)</i>
License fees payable to Railway per annum (exclusive of all 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 figure and words, the amount written in words will be taken into consideration.
- 2 Bids with offer of license fee which is less than the minimum annual license fee amount mentioned at S.No.5 above, shall be summarily rejected.
- 3 Bids with overwriting, correction or insertion in the table above shall be liable to be rejected.
- 4 The license fee quoted by the Licensee is liable to be varied on a pro-rate basis, in the event of the changes in catering tariff after submission of bid. The variation in license fee shall be determined by Railway, assessing the corresponding changes in catering sales and income to the Licensee.
- 5 For para 4 above, the value estimated by Railway shall be final and binding on the Licensee.

CHAPTER – 3 : EVALUATION CRITERIA

3.1 Opening and Evaluation of Bids:-

- 3.1.1 Railway shall open the bids at 15.30 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 bidders 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) & Chapter-2 (Packet B) of Section B.
 - b) It is received by the bid opening date including any extension thereof.
 - c) It is signed, sealed, bound together 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 of ` 5,000/- (Rupees Five thousand only) (non refundable) to Railway.
 - g) It is accompanied by the receipt of earnest money of ` **4,05,700/- {Rupees Four Lacks Five thousand Seven Hundred Only}** in the form of Bank FDR drawn on any Nationalized Bank in India.
 - h) It does not contain any condition or qualification; and
- 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 interest 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 bidder(s) 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 3) 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 score 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, appropriate the Earnest Money of such selected bidder as mutually agreed genuine pre-estimated loss and damage suffered by Railway on account of failure of the selected bidder to acknowledge the LOA, and the next eligible bidder may be considered. It is clarified that in case the selected bidder refuses to accept the LOA, it will be debarred from participating in the bidding process for similar future license/contract of Railway for a period of one (1) year.

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 fifteen(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.

SECTION C

- 1. Special Conditions of Contract I**
- 2. Special Conditions of Contract II**

SPECIAL CONDITIONS OF CONTRACT – I
(Menu, Quantity and Rates for Standard Meals)

TARIFF FOR STANDARD MEALS, BREAKFAST TEA/COFFEE ETC.

<i>S.NO</i>	<i>I T E M</i>	<i>TARIFF(In `)</i>
1.	Standard Tea (150 ml.) in disposable cup (Kulhar) of 170 ml.	05.00
2.	Tea with Tea bag (150 ml) in disposable cup (Kulhar) of 170 ml.	07.00
3.	Coffee using Instant Coffee powder (150 ml.) disposable cup (Kulhar) of 170 ml.	07.00
4.	Rail Neer/Packaged Drinking water (i) 1 litre bottle (chilled) (ii) 500 ml bottle (chilled)	15.00 10.00
5.	Janta Meal (in quality disposable card board boxes)	15.00
STANDARD BREAKFAST		
6.	Vegetarian	25.00
7.	Non-vegetarian	30.00
CASSEROLE MEALS		
8.	Standard vegetarian	45.00
9.	Standard non-vegetarian	50.00
THALI MEALS		
10.	Standard vegetarian	35.00
11.	Standard non-vegetarian	40.00

DETAILS OF MENU

<i>S.NO</i>	<i>I T E M</i>	<i>DETAILS OF MENU</i>
1.	Standard Tea (150 ml.)	Paper cups used should be of 170 ml. capacity
2.	Tea with Tea bag (150 ml)	Paper cups used should be of 170 ml. capacity
3.	Coffee with instant coffee powder (150 ml.)	Paper cups used should be of 170 ml. capacity
4.	Janta Meal (in quality disposable cardboard boxes)	
	Poories = 7 Nos.	→175 gms.
	Allu Dry Curry	→150 gms.
	Pickle Sachet	→15 gms
	Green Chilli	→1 no.

ITEMS FOR CATERING & VENDING

<i>S.NO.</i>	<i>ITEM</i>
1	Hot Beverages → Tea, Coffee, Soup thru' AVM machine(s) only.
2	Cold Beverages → Approved brands of soft drinks, Tetra pack Fruit Juices, Health drinks.
3	Indian Sweets
4	Packaged drinking water → (RAIL NEER) / Brands conforming to IS:14543 of 2004 prescribed by Railway from time to time.
5	Confectionery items → Cake, Pastry, Patties, Chocolates etc.
6	Bakery items → Bread, Bun, Sandwich (Veg.) etc.
7	Proprietary Articles Depot (PAD) items → Biscuits, Chips, Namkeen, Bhujia etc.
8	North Indian Snacks (Veg.)
9	South Indian Snacks
10	Boiled Egg
11	Litti Chokha

Note:- A-la-carte items and regional cuisines to be sold as per the recipe, menu and tariff as approved by Railway from time to time,

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.

SPECIAL CONDITIONS OF CONTRACT – II

(Hygiene & Quality Parameters for Handling Raw materials, Food and Packaging)

HYGIENE & QUALITY PARAMETERS FOR KITCHEN, FOOD HANDLING, CLEANLINESS AND 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.
- 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 °C and for non-vegetarian < 10 °C.
- 5 Observe presence of dust and foreign material like stones, hairs, nuts, bolts, wires, staples, feathers, rat droppings, papers, cigarette ends, earnings, 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 are a 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, door 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. 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 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 and 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 by suitable footwear.
- 39 Food or drink should not be consumed whilst working in food handling areas.
- 40 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.
- 41 Pest control measures have to be adopted with schedule of pest control to be displayed. Regular AMC schedule should be followed.
- 42 Adequate space with separate provision for storage of raw material, cleaning and dressing, preparation of food, packaging and delivery.
- 43 Use adequate number of bins for garbage collection. Segregation of waste should be done as bio-degradable and bio non-degradable.
- 44 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.
- 45 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.
- 46 Regular in-house audit must be undertaken by a trained staff once every week and items recorded.
- 47 External audit will be undertaken periodically by an independent agency/ Railway, and items recorded for compliance.
- 48 Preparation and handling of vegetarian & non-vegetarian food will be done separately.

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.