

## इंडियन रेलवे कैटरिंग एवं टूरिज्म कॉरपोरेशन लिमिटेड

(भारत सरकार का उद्यम-नवरत्न)

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

(A Govt. of India Enterprise-Navratna)

"CIN-L74899DL1999GO1101707", E-mail: info@irctc.com, Website: www.irctc.com

CO/NIT/FP-FFU/2025/01

E file no. IRCTC/CO/TNDR(SC)/22/2025/TC/CO (Comp. No. 47562)

ERP Lease No.- FFU/2025/New/59

M/s Tirupati Associates

G-1, Swapnil Apartment, Plot No. 31-32,

Phase V- Trilanga Bhopal 462039.

Contact Person-Nishtha Tiwari

Contact No- 9425010682

Email id-tirupatiassociatesbpl@gmail.com

Sub: - Letter of Award for setting up operation and management of Fast Food Unit at Dehri on Sone Railway Station.

Ref: - NIT No. CO/NIT/FP-FFU/2025/01 dated 16.02.2025.

With reference to your Technical & Financial Bids opened on 06.03.2025 and 21.04.2025 respectively and e-Auction conducted on 25.04.2025 for the above project, it has been decided to award license to set up, operate and manage **Fast Food Unit** at **Dehri On Sone** Railway Station for a period of **(05) Five** years from the date of commissioning of the Unit to **M/s Tirupati Associates** on the following conditions, in addition to terms & conditions enshrined in tender document. You are required:

- 1) To convey your acceptance to the terms and conditions of license within 07 days from issue of this letter i.e. on or before 14.05.2025 along with Security Deposit as per the format of acceptance letter enclosed herewith as Annexure-A.
- 2) To remit an amount of Rs.5,61,780/- (Five Lakh Sixty One Thousand Seven Hundred Eighty Only) towards Security Deposit in favour of IRCTC Ltd. payable at IRCTC/EZ through NEFT/RTGS in IRCTC/EZ bank account or through unconditional and irrevocable Bank Guarantee (BG) OR Fixed Deposit (FD) (issued by any Nationalized Bank or Scheduled Commercial Bank with validity upto 180 days beyond the completion of the tenure of the contract as per enclosed Annexure-C2 in IRCTC/EZ within 07 days from issue of this letter i.e. on or before 14.05.2025, bank A/c details are as under:

| Account Name   | Indian Railway Catering & Tourism Corporation Ltd. |  |
|----------------|--|--|
| Account Number | 012102000012193                                    |  |
| Account Type   | Current  |  |
| Bank Name      | IDBI Ltd.  |  |
| Branch         | Park Street, Kolkata                               |  |
| IFSC Code      | IBKL0000012  |  |

3) To pay Annual License fee of Rs.8,34,008/-+ GST @18% Rs.1,50,121/-= Rs.9,84,129/- (Nine Lakh Eighty Four Thousand One Hundred Twenty Nine only) excluding User Charges to be paid as per enclosed Annexure-C1 of tender document and all other applicable taxes as per tender conditions. Payments to be made through Demand Draft in favor of IRCTC/EZ or through NEFT/RTGS in IRCTC account. IRCTC EZ bank A/c details are as under:

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Date: 07.05.2025

कॉरपोरेट कार्यालयः 4वां तल, टावर-डी, वर्ल्ड ट्रेड सेंटर, नौरोजी नगर, नई दिल्ली-110029, दूरभाषः-011-26181550, 26181551 Corporate Office: 4th Floor, Tower-D, World Trade Centre, Nauroji Nagar, New Delhi-110029, Tel.:-011-26181550, 26181551

| Account Name   | Indian Railway Catering & Tourism Corporation Ltd. |
|----------------|--|
| Account Number | 012102000012193                                    |
| Account Type   | Current  |
| Bank Name      | IDBI Ltd.  |
| Branch         | Park Street, Kolkata                               |
| IFSC Code      | IBKL0000012  |

- 4) To submit preliminary plans, specifications and tentative time schedule for commissioning of above unit for approval of IRCTC with Zonal/Regional office under **East Zone** within fifteen (15) days from the date of remittance of security deposit.
- 5) If Railway/IRCTC suggests any changes in the General Arrangement of Drawing (GAD), the revised GAD has to be submitted within fifteen (15) days after advice by Zonal office.
- 6) To take over the site within the time frame specified by IRCTC Zonal / Regional office after issuance of letter of approval of GAD. At the same time M/s Tirupati Associates is also required to deposit 50% of the License Fee (plus all applicable taxes) agreed upon.
- 7) To execute the agreement within 30 days from the date of commissioning of the unit on non-judicial stamp paper of Rs.100/- as per tender conditions with **East Zone** office.
- 8) All terms and conditions of the tender document shall form an integral part of this letter of award.
- 9) This letter of award is subject to the final outcome of any litigation, filed before any Court of Competent jurisdiction.
- 10) The Service Provider shall comply with the directions/protocol issued by Govt. of India/IRCTC from time to time.

Any failure to adhere to the abovementioned instructions shall be treated as event of default and action shall be initiated as per terms and conditions of the License.

Please acknowledge the receipt of this letter.

This issues with Finance vetting and approval of Competent Authority.

DA: As above

(Jaspal Singh)
Manager /Tendering

Copy to: i) GGM/EZ, IRCTC -to provide confirmation of submission of SD please.

- ii) GM/SCS/CO for information and necessary action please.
- iii) AGM-IT for kind information and uploading on IRCTC & CPP Portal.

# Acceptance Letter (To be given on Company /Firm's Letter head)

Group General Manager IRCTC/EZ

Date:

Sub: - Letter of Award for setting up operation and management of Fast Food Unit at Dehri on Sone Railway Station.

Ref: - NIT No. CO/NIT/FP-FFU/2025/01 dated 16.02.2025.

With reference to your letter No. CO/NIT/FP-FFU/2025/01 dated 07.05.2025, I/we hereby accept the terms and conditions of the license and remit security deposit Rs.5,61,780/- (Five Lakh Sixty One Thousand Seven Hundred Eighty Only) in favour of IRCTC Ltd. payable at Kolkata through a /NEFT/RTGS. IRCTC Account no:-012102000012193 & IFSC Code No. - IBKL0000012, NEFT/RTGS challan enclosed or through unconditional and irrevocable Bank Guarantee (BG) OR Fixed Deposit (FD) (issued by any Nationalized Bank or Scheduled Commercial Bank with validity upto 180 days beyond the completion of the tenure of the contract.

#### Payment details:

| SN. | Head of Account  | Amount (In Rs.) |
|-----|------------------|-----------------|
| 1.  | Security Deposit | Rs. 5,61,780/-  |

I/we will submit preliminary plans, specifications, and tentative time schedule for commissioning of the unit for approval of IRCTC.

M/s.

Name: Signature:

Date:

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#### **Details of User charges**

| User Charges- FFU- Dehri on Sone |  |  |
|----------------------------------|--|--|
| Years                            | Amt of User charges (Excl. applicable taxes) |  |
| 1st Year                         | 1,04,796                                     |  |
| 2nd Year                         | 1,11,084                                     |  |
| 3rd Year                         | 1,17,749                                     |  |
| 4th Year                         | 1,24,814                                     |  |
| 5th Year                         | 1,32,303                                     |  |
| Total                            | 5,90,745                                     |  |

#### Note:

- 1. The user charges for Fast Food unit are payable on annual basis w.e.f the date of taking over of site by the licensee.
- 2. In case, the applicable period for the unit in any year is less than 01 year i.e. less than 365 days then, applicable User charge on Pro-rata basis shall be payable for the respective period of the year by the licensee. The amount towards User charges payable by licensee beyond 5<sup>th</sup> year onwards shall be the User charges applicable for preceding year enhanced @6% annually viz. for 6<sup>th</sup> year, the User charges shall be the User Charges of 5<sup>th</sup> year enhanced @6% similarly, for the 7<sup>th</sup>year, the User charges shall be the User Charges of 6<sup>th</sup> year enhanced @6%.
- 3. Licensee will be required to pay user charges in addition to the Quoted Licensee fees along with applicable taxes.

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### Format for Bank Guarantee towards submission of Security Deposit of Fast Food Unit

|    | ender NIT No. :<> Bank Guarantee No.:   | Date:  |
|----|---|--|
|    | Group General Manager<br>RCTC/EZ  |  |
| 1. | In consideration of Indian Railway Catering & Tourism Corporation Lim the "IRCTC", which expression shall, unless repugnant to the context or resuccessors, administrators and assigns) having awarded to M/s   | meaning thereof, include its, having its e" which expression shall, dministrators, executors and it of Fast Food Unit at reinafter referred to as the counting to Rs ent, in accordance with the |
| 2. | We, (name of bank) of   | "Bank" which expression successors, administrators, ntee the due and punctual ment and undertake to pay) against any loss IC by reason of any breach   |
| 3. | We, (indicate the name of the Bank) do hereby undertake to pay the under this guarantee without any demur, merely on a demand from amount/claimed is due by way of loss or damage caused to or would be caus by reason of breach by the said Licensee of any of the terms or condit Agreement or by reason of the Licensee's failure to perform the said Agr made on the bank shall be conclusive as regards the amount due and paya guarantee. However, our liability under this guarantee shall be restricted to Rs(Rupees(Rupees | IRCTC stating that the ed to or suffered by IRCTC ions contained in the said eement. Any such demand ble by the Bank under this of an amount not exceeding                                       |
| 4. | We undertake to pay to IRCTC any money so demanded notwithstanding an by the Licensee in any suit or proceeding pending before any court or Tr liability under this present being absolute and unequivocal. The payment so shall be a valid discharge of our liability for payment there under and the Liagainst us for making such payment.  | ribunal relating thereto our made by us under this bond  |

(indicate the name of 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 all the dues of IRCTC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IRCTC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Licensee and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before six months over and above the scheduled period of the completion

5. We,

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of the said Agreement from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

- 6. We, (indicate the name of Bank) further agree with IRCTC that IRCTC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the Licensee from time to time or to postpone for any time or from time to time any of the powers exercisable by IRCTC against the Licensee and to forbear 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 said Licensee or for any forbearance, act or omission on the part of IRCTC or any indulgence by IRCTC to the said Licensee or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving he Bank.
- 7. The Bank also agrees that IRCTC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that the Authority may have in relation to the Licensee's liabilities.
- 8. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of IRCTC in writing.
- 9. The details of the Bank issuing the aforesaid Bank Guarantee are provided hereunder:

|    | Particulars                                   | Details |
|----|---|---------|
| a) | Name of the Issuing Officer                   |         |
| b) | Contact details of the Issuing Officer/Branch |         |
|    | Phone No & Email address                      | e       |
| c) | Address of the Issuing Branch                 |         |

| Batea theaay of _20 |     |  |
|---------------------|-----|--|
|                     | For | Martin Committee |
|                     |     |  |
|                     |     | 0.1 (20 1)   |

(Name of Bank)
(Signature, Name and Designation of the Authorized Signatory)
Seal of the Bank

#### **NOTES:**

Dated the

day of 20\*

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

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