



CIN NO – U74899DLI999GO1101707
Website: www.irctc.com email info@irctc.com

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED
(A Government of India Enterprise)

E-Tender
TECHNICAL BID DOCUMENT
(PART-I)

OF
TWO PART BID SYSTEM
E-Tender No. 2018/IRCTC/INFRA/BUDGET HOTEL/KHAJURAHO

**E-Tender for “Construction, operation and maintenance of IRCTC
Budget Hotel at Khajuraho.”**

Date of Pre Bid Meeting	14-11-2019 at 11:30 hrs
Last Date and Time of Online Submission	22-11-2019 at 15:00 hrs
Date and Time of Opening Online Technical Bid	22-11-2019 at 15:15 hrs
Date and Time of Opening Online Financial Bid	To be communicated later

NOTE: Tenderers are requested to see for any Addendum/Corrigendum Slips issued to this tender. The addenda/corrigenda if any, will be available for issue during tender sale period in IRCTC office mentioned above and on website, <http://www.irctc.com>>current tenders or on website www.tenderwizard.com/IRCTC.

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1. BID SCHEDULE

- | | | | |
|-----|---|-----|---------------------------------|
| 1.1 | Date and Time of Pre-bid Meeting | --- | 14-11-2019 at 11:30Hrs. |
| 1.2 | Last Date and Time for online Submission of Bid | --- | 22-11-2019 at 15:00Hrs. |
| 1.3 | Date & Time for on line opening of e-Technical Bids | --- | 22-11-2019 at 15:15 Hrs. |
| 1.4 | Opening of e-Financial Bids | --- | To be notified later |

All correspondence with respect to this bid, clearly marked “Reference”: “**Construction, operation and maintenance of IRCTC Budget Hotel at Khajuraho**” may be addressed to:

GGM (Infrastructure), IRCTC Ltd.,
11th Floor, 'A' Wing, Statesman House,
B-148, Barakhamba Road,
New Delhi-110001, Tel: 011-23701239

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|-----|-----------------------|--|
| 1.5 | Earnest Money Deposit | Rs 2,00,000/- (Rupees Two Lakhs Only)
To be deposited through e-tendering website
www.tenderwizard.com/IRCTC |
| 1.6 | Performance Guarantee | The successful bidder shall submit a performance Guarantee equivalent to Rs.25lakhs in the form of irrevocable bank guarantee as per Annexure-6 , valid for 3 years (i.e 2 years for construction period + 1 year for defect liability period) from the date of submission / LOA.
The performance guarantee shall be furnished by the successful bidder after the letter of award has been issued but before signing of the agreement. |
| 1.8 | Security Deposit | In addition, the successful bidder has to pay Security deposit amounting to Rs.25 lakhs before signing of agreement. The Earnest Money of the successful bidder will be adjusted against the Security Deposit. The Security Deposit may be given by firms in the form of DD in favour of IRCTC Ltd drawn on any schedule bank payable at Delhi. The security deposit shall remain valid for entire contract period and will be refunded only after peaceful handing over of the property. No interest is payable on the Security Deposit amount. |



**2. OPEN TENDER NOTICE & PRESS NOTICE
(E-TENDERING MODE ONLY)**

1. Online open tender in TWO BID SYSTEM for supply and installation of “**Construction, Operation and Maintenance of IRCTC Budget Hotel at Khajuraho**” through e-tendering mode.
2. The bid document can only be downloaded from the websites www.irctc.com & www.tenderwizard.com/IRCTC and the intending bidders should submit the tender through e-mode only on www.tenderwizard.com/IRCTC.
3. Complete tender papers duly accompanied with requisite EMD shall be received online as per date and time mentioned below and may be opened in presence of the bidders or their authorized representatives.

E-Tender No.	2018/IRCTC/Infra/Budget Hotel/Khajuraho
Name of Work	“Construction, operation and maintenance of IRCTC Budget Hotel at Khajuraho”
License Period	20 Years
Location of site of Budget Hotel	Near Khajuraho Railway Station, Village Bimitha, Khajuraho, Chattisgarh
EMD (Refundable amount) to be deposited online	₹2,00,000/- (Rupees Two Lacs only)
Last Date & Time of online submission of tender	Up to 22-11-2019 till 15:00Hrs
Date & Time of online opening of e-Technical bid tender	On 22-11-2019 at 15:15Hrs
Date of Opening of e-Financial Bid	To be communicated later

4. This Tender Document can only be viewed at <http://eprocure.gov.in> , <http://www.irctc.com> , & <http://www.tenderwizard.com/IRCTC> and will be submitted/ received only at <http://www.tenderwizard.com/IRCTC>, as prescribed in “INSTRUCTIONS TO THE TENDERERS.”
5. EMD shall be paid through the e-tendering website www.tenderwizard.com/IRCTC. In case of non submission of the said EMD through e-tendering website, the bid will be summarily rejected. It may be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
6. To participate in the E- Tender, it is mandatory for the bidders to register themselves on the website www.tenderwizard.com/IRCTC without any payment and obtain User ID & password which is required

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for submitting the tender. It may please be noted for submission of bid, Class-III digital signature is required.

7. The applicant should upload complete set of documents in support of Eligibility Criteria.
8. Corrigendum/Addendum to this Tender, if any, will be published on website www.irctc.com, www.tenderwizard.com/IRCTC. No newspaper press advertisement shall be issued for the same.
9. For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at **tenderwizard.com helpdesk no. 011-49424365 or cell no 8800115628.**
10. The digital signature of the bidder on the E- tender form will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. **It may please be noted that in case of deviation quoted by bidder, offer will be summarily rejected without further correspondence/communication.**
11. The prospective bidders voluntarily agree to the exclusive jurisdiction of Court situated at New Delhi by submitting bids.

No other courts except courts at New Delhi have the exclusive jurisdiction to resolve **dispute arising out of bid document**

3. DISCLAIMER

1. Disclaimer

- 1.1 The information contained in this Tender is being provided by IRCTC for the purposes of enabling the Bidders to participate and submit a Bid in response to this Tender for **“Construction, operation and maintenance of IRCTC Budget Hotel at Khajuraho.”** In no circumstances shall IRCTC, or its respective advisors, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this Tender, or the Bidding Process.
- 1.2 The objective of the Bid document is to provide the prospective Bidder(s) with all relevant information to assist the formulation of proposals or bids.
- 1.3 This Tender may not be appropriate for all persons, and it is not possible for the IRCTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.
- 1.4 Nothing in this Tender shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation or submission of their Bid. IRCTC reserves the right to amend this Tender or its terms and any information contained herein or to cancel the Bidding Process or altogether abandon the Project at any time by notice, in writing, to the Bidders. Further, it may in no event be assumed that there shall be no deviation or change in any of the herein-mentioned information.
- 1.5 IRCTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.
- 1.6 Laws of the Republic of India are applicable to this Tender.
- 1.7 Each Bidder’s acceptance of delivery of this Tender constitutes its agreement to, and acceptance of the terms set forth in this Disclaimer. By acceptance of this Tender, the recipient agrees that this Tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.

4. NOTICE INVITING E- TENDER

Open E-Tender No.: 2018/IRCTC/Infra/Budget Hotel/Khajuraho

1. Online E-Tenders in two bids system are invited by Indian Railway Catering and Tourism Corporation Ltd., New Delhi for **IRCTC Budget Hotel at Khajuraho** titled under the name **“Construction, Operation and Maintenance of IRCTC Budget Hotel at Khajuraho”** Date & Time for online opening of the E-Technical bids: 22-11-2019 at 15:15Hrs.
2. The complete Tender documents can be viewed and downloaded only from the website (www.tenderwizard.com/IRCTC) till last date of opening of technical bids. The Bids will consist of two bids system - Technical Bid and Financial Bid. Bids are required to be submitted only by online mode through website www.tenderwizard.com/IRCTC. The first Bid i.e. Technical Bid will contain all digitally scanned documents. Bid ‘A’ will consist of Technical and other conditions as laid down in the Bid document. Bid –‘B’ shall consist of the Financial Bid as per condition laid down in the Bid document. The financial bids of unsuccessful tenderers will not be opened.
3. EMD to be paid through E-payment facility available on tender wizard website www.tenderwizard.com/IRCTC. In case of non submission of the said EMD, the tender document will be summarily rejected

Note: - The EMD of unsuccessful firms will be refunded. For successful firm the EMD submitted at the time of depositing the tender will be adjusted as security deposit and the remaining amount of the security deposit would need to be submitted by the bidder within 15 days of issuance of Letter of Award.

4. All the Bids received shall be opened on line on the date and time mentioned above in the tender notice. Financial Bid of the qualified bidders shall be opened on a subsequent date online, which will be notified to such bidders. The sequence of opening shall be:

4.1 Technical Bid

Technical Bid shall contain the digitally signed scanned copies following duly uploaded on website:

- (i) Letter of Application (As per [Annexure 1](#)).
- (ii) Supporting documents/ information to ascertain the technical capability of the bidder.
- (iii) Annual Report/Audited accounts for the last three completed financial years (2016-17, 2017-18 & 2018-19).
- (iv) In case of Company, Memorandum and Articles of Association along with Certificate of Incorporation. Partnership firms are required to submit copy of registration along with the tender bid.
- (v) Certificate by Chartered Accountant that the applicant has not defaulted on any bank/ financial institution loans in the past three years, there are no statutory dues and undisputed liabilities.
- (vi) GST clearance certificate / GSTR3B
- (vii) Details of Hotel(s), including restaurant in the premises of the Hotel operated and managed by the firm/Company (as per the format in [Annexure 2](#)) and profile of senior management and other manpower (as per the format in Annexure 3) of the Bidder.
- (viii) Certificate issued by the Chartered Accountant stating the Sales Turn over from Hotel operations for the last three financial years (2016-17, 2017-18 & 2018-19).
- (ix) Any relevant document (License/Registration certificate etc) as proof of the bidder for ownership/management of the Hotel issued by the Competent Authority.

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- (x) Certificate/Power of attorney for Authorization of the Signatory on behalf of the bidder

5. Financial Bid

The E-Tender schedule- Financial Bid is to be filled electronically in accordance with the instructions and terms given in this tender document.

- 6. The Tender shall remain open for acceptance for 120 days from the date of opening of Tender.
- 7. Indian Railway Catering and Tourism Corporation Ltd. reserves the right to reject any/all Tenders without assigning any reason and shall not be bound to accept lowest Tender.
- 8. The Notice Inviting Tender and the enclosed Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Tender Letter Format, Technical Bids and Financial Bid Format shall form part of Tender Documents.

5. INSTRUCTIONS TO TENDERERS

1. METHOD OF SUBMISSION OF BID:

- i) These E-Tenders should be submitted online in two Bids as Technical Bid and Financial Bid.
 - ii) Technical Bid which is the technical offer will be opened first at given date & time.
 - iii) Financial Bid which is the financial offer will be opened only after scrutiny of participants on the basis of Eligibility Criteria given in the tender bid document. Financial Bid of eligible participants will only be opened.
- a. Technical Bid and Financial Bid should be submitted online by login onto www.tenderwizard.com/irctc.
 - b. Bidders are required to submit digitally signed scanned copies of the following document in the “Technical” bid in this Tender Document (at [Annexure I](#)).
 - c. ***Tenderers should ensure to submit their bids online before closing time.***
 - d. The submission of any offer connected with this Tender document shall constitute an undertaking that the Tenderer shall have no cause for and claim, against IRCTC for rejection of the offer. IRCTC shall always be at liberty to reject or accept any offer at his sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against IRCTC.
 - e. All documents enclosed, in support of Technical Criteria mentioned in **Technical Bid**, should be digitally signed. IRCTC reserves the right to ask for original documents for verification and additional documents found necessary during scrutiny.
 - f. The offer shall be kept valid for acceptance for a minimum period of 120 (One Hundred and Twenty) days from the date set for opening of Tenders.
 - g. Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by IRCTC to the Tenderer. While the offers are under such consideration, Tenderers and or their representatives or other interested parties are advised to refrain from contacting IRCTC by any means. If necessary, IRCTC will obtain clarifications on the offers by requesting for such information from any or all the Tenderers, in writing, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened, in response.



2. TENDER EVALUATION/SYSTEM OF AWARD OF CONTRACT

- a. During Tender evaluation, IRCTC may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and response shall be in writing, and no change in the price or substance of the Tender shall be sought, offered or permitted in response.
 - b. Financial bid will consist of minimum license fees/fixed license fees and variable license fees as per the schedule/format given in the financial bid.
 - c. Financial bidding will be for the variable license fees in terms of lumpsum percentage of Annual Turnover from the hotel property. Bidder quoting the highest variable license fees will be awarded the contract.
3. EMD to be paid through E-payment facility available on tender wizard website www.tenderwizard.com/IRCTC. In case of non submission of the said EMD, the same will be summarily rejected.
- a. No interest shall be payable by IRCTC on the Earnest Money Deposit.
 - b. The Earnest Money of the successful Tenderer (L1) will be retained and additional amount will need to be deposited as Security Deposit of Rs. 25 lakh.
4. Tenders are not transferable. IRCTC reserves the right to reject or accept any tender in whole or in part on account of credential, technical capability, past performance or any other evaluation criteria to ensure uninterrupted supply of material. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for the decision.
- a. Tenderers are invited to quote their rates online through e-tender on the enclosed format provided in Financial Bid in accordance with the above instructions and all the conditions of contract.
 - b. The Tenderers must ensure that the conditions laid down for submissions of offers detailed in the preceding paras are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may summarily, be rejected.
 - c. It would be deemed that prior to the submission of bid, the bidder has made a complete and careful examination of:
 - i) The requirements and other information set forth in this bid document.
 - ii) The terms and conditions set forth in the enclosed draft agreement that shall be executed with the successful bidder.
5. The various aspects of the project including, but not limited to the following:
- a. The project site, surroundings existing facilities and structures, access roads and utilities e.g. water supply connection, electricity connection, sewerage network etc. in the vicinity of the project site.
 - b. All other matters that might affect the bidder's performance under the terms of this bid, including all risks, costs, liabilities and contingencies associated with the project.
 - c. IRCTC shall not be liable for any mistake or error or neglect by the bidder in respect of the above.
 - d. The provisions of applicable building bye-laws, rules and regulations including FAR/FSI and may avail benefit of any new provisions/ schemes/ incentives/ modifications announced by state/central Govt. or any other Govt. agencies from time to time.
5. No bid shall be modified or withdrawn by the bidder after the bid submission date. Withdrawal of a bid during the interval between bid submission date and expiration of the

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- bid validity period would result in forfeiture of the EMD and debarment of one year from the date of opening of tender.
6. The cost of preparing the bid document including visits to the office of IRCTC as well as site visits are not reimbursable.
 7. Information relating to the examination, clarification, evaluation and recommendation for the short-listed bidders shall not be disclosed to any person not officially concerned with the process. IRCTC will treat all information submitted as part of all bids in confidence and will insist that all who have access to such material treat it in confidence. IRCTC will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.
 8. The licensee will have to invest amount over and above **Rs.2.5 Cr.** (including all taxes and duties) for completion of Hotel and making it operational. IRCTC will finance only **Rs.2.5 Cr.** (including all taxes and duties) during various stages of constructions as mentioned in Bid which will be recovered from the licensee as fixed charges given in the financial bid.
 9. **NOTIFICATION OF AWARD BY ISSUANCE OF “LETTER OF AWARD”**
After determining the successful bidder, IRCTC shall issue Letter of Award (LOA). The successful bidder shall submit letter of acceptance within 15 days as specified by IRCTC alongwith Security Deposit of Rs. 25 Lakh. The performance Guarantee of Rs. 25 Lakh will be submitted within 30 days from the issue of LOA.
 10. **WRONG INFORMATION BY THE TENDERER:**
If it is discovered at any point of time that the bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this bid, the bid will be cancelled by the IRCTC. In such an event, the bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him and bidder shall be debarred for a period of one year for participation in all future projects of IRCTC.
 11. It is the responsibility of the bidder to understand all aspects of the Tender and to obtain clarification if necessary before submitting their quotes.
 13. For any question concerning the contract terms and condition in the tender please contact:

GGM (Infrastructure), IRCTC Ltd.,
11th Floor, 'A' Wing, Statesman House,
B-148, Barakhamba Road,
New Delhi-110001, Tel: 011-23701239
Mobile No. 8287930444

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6. PROJECT DETAILS

6.1 Introduction

- 6.1.1 Indian Railway Catering and Tourism Corporation (referred as IRCTC hereafter) has been mandated by the Indian Railway for “**Construction, operation and maintenance of IRCTC Budget Hotel at Khajuraho.**” on the site provided near railway station at Khajuraho and providing services through private participation.
- 6.1.2 The site is under the ownership of IRCTC and will continue to be owned by the IRCTC.
- 6.1.3 IRCTC has a vision to become the leading provider of Tourism Services in the Country. The Budget Hotels are expected to form an important component of the vision.
- 6.1.4 Proposed budget hotel will be of minimum 20 rooms.
- 6.1.5 Construction period of the hotel will be 02-years from the issue of LOA. IRCTC will invest **₹2.5Crores** (including all taxes and duties) in instalments after assessing the value of work at site.
- 6.1.6 Investment made by IRCTC will be recovered with simple interest @10% as fixed licence fee over a period of 20-years. In addition to fixed license fee bidder is required to pay variable license fee as percentage of total gross annual revenue from operation of Budget Hotel in each financial year. Total annual license fee in each year will consist of fixed license fee plus percentage of net annual revenue.

6.2 Location analysis of site at Khajuraho

- 6.2.1 Khajuraho is the most visited tourist spot in Madhya Pradesh. Khajuraho is famous for its superb Hindu Temples art, most of these are very older.
- 6.2.2 The site for constructing the budget hotel is located near Khajuraho Railway Station. The available Land has an area of **225640 sq ft. (5.18 Acres)**

6.3 Terms and conditions for usage of facilities:

- 6.3.1 The terms and conditions for usage of the facilities at the site for commercial purpose are as follows:
- i. The Licensee shall use the Licensed Asset for construction of Budget Hotel and related facilities only (restaurant, café, food counters, banquet hall and not more than 5 small shops inside the building to meet needs of Hotel guests without any signage outside the hotel or direct access from outside) subject however to compliance with all laws, rules and regulations and all building by-laws. The Licensee shall be entitled to only a right to use the licensed assets/premises and would have no legal claim other than that of a user only. The Legal possession of the said assets shall remain with IRCTC and the licensee has no right to create third party right against the licensed assets/premises.

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- ii. The Licensee shall ensure that the Hotel is operated and maintained as per the conditions under Clause 6.6.1 of the Agreement at all times for the entire license period of 20 years.
- iii. On expiry of the term of twenty years or prior termination of the Agreement, as the case may be, the Licensee shall hand over the peaceful vacant possession of the Licensed Asset/Premises to IRCTC and on its failure to do so, IRCTC shall be entitled to enter the premises and take over the possession of the Licensed Asset / Premises. The possession of the Licensed Asset and the Licensed Premises shall be handed/ taken over free from all encumbrances and the Licensee shall not be entitled to any compensation therefor.
- iv. The Licensee shall comply with the applicable statutory standards of the business, prescribed by the State and Central regulatory agencies, at all times. The bidders must note that they would be required to follow other prevalent applicable regulations of the local, state and central regulatory agencies, in addition to stipulation fixed by IRCTC.
- v. Licensee shall be fully responsible for obtaining electricity; and water connections etc at its own cost and pay the utility bills thereof.
- vi. The licensee shall be fully responsible for obtaining all type of permissions / licenses from State Govt. / Local bodies etc for carrying out the business of Hotel / Restaurant etc.
- vii. The tenure of license for Budget hotel at Lucknow, unless terminated earlier in terms of the conditions mentioned herein, will be 20 years.

6.4 Payment Schedule of Budget Hotel:

The complete ownership of hotel including building, plant machinery and other infrastructure will be of IRCTC. IRCTC will an amount of ₹2.5 crores Amount of ₹2.5 crores is all inclusive which will be recoverable by way of fixed charges. Contractor will issue tax invoice to IRCTC to claim this amount for enabling IRCTC to avail input tax credit (ITC). The Payment will be released at various stages as given below:

6.4.1 PART-A {Building Construction Part} (₹1.25 Crores)

Payment terms (for civil, electrical & allied works) shall be as follows:

- (i) 5% of the projected cost of Building Construction Part i.e. civil, electrical & allied works, against submission of DPR, finalization of architectural firm and civil contractor and for drawing submission with local authority.
- (ii) 5% of the projected cost of Building Construction Part i.e. civil, electrical & allied works, against soil investigation and filling/leveling of site.
- (iii) 5% of the projected cost Building Construction Part i.e. civil, electrical & allied works, against casting of foundation & plinth.
- (iv) Minimum 5% of the project cost of Building Construction Part i.e. civil, electrical & allied works, on casting of each slab maximum upto 25% for entire structure.
- (v) Minimum 2% of the project cost of Building Construction Part i.e. civil, electrical & allied works on flooring of each floor maximum upto 10% for entire building.
- (vi) Minimum 2% of the project cost of Building Construction Part i.e. civil, electrical & allied works on brick work of each floor maximum upto 20% for entire building.
- (vii) 5% of the project cost of Building Construction Part i.e. civil, electrical & allied works against construction of rainwater harvesting tanks, path ways around building.

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- (viii) 5% of the project cost of Building Construction Part i.e.civil, electrical & allied works against completion of boundary wall.
- (ix) 5% of the project cost of Building Construction Part i.e.civil, electrical & allied works – electrification inside or outside main building including cabling and installation of electrical control panels
- (x) 5% of the project cost of Building Construction Part i.e. civil, electrical & allied works against inside partition, false ceiling, finishing of all plumbing and woodwork and fire protection equipment.
- (xi) 10% of the project cost of Building Construction Part i.e. civil, electrical & allied works against issue of completion certificate of building construction and any other regulatory clearances.

6.4.2 PART- B {Plant & Machinery Including Furnishing} (₹1.25 Crores)

Payment terms (for Plant & Machinery including Furnishing) shall be as follows:

- (i) 20% of the project cost of plant & machinery i.e. transformer, HT & LT electrical Panels, DG Set, Lifts, HVAC Chillers, ventilation, Cooling Tower & DG set etc; against submission of invoices, Plant plan & equipments layout.
- (ii) 60% of the project cost of plant and machinery against delivery of major plant and equipments (i.e. transformer, HT & LT electrical Panels, DG Set, Lifts, HVAC Chillers, ventilation, Cooling Tower & DG set etc.).
- (iii) 10% of the project cost of plant and machinery (i.e. transformer, HT & LT electrical Panels, DG Set, Lifts, HVAC Chillers, ventilation, Cooling Tower & DG set etc.) against installation of plant and machinery as described above.
- (iv) 5% of the project cost of plant and machinery (i.e. transformer, HT & LT electrical Panels, DG Set, Lifts, HVAC Chillers, ventilation, Cooling Tower & DG set etc.) against commissioning and trial run.
- (v) 5% of the project cost of plant and machinery (i.e. transformer, HT & LT electrical Panels, DG Set, Lifts, HVAC Chillers, ventilation, Cooling Tower & DG set etc.) against furnishings etc;

All Assets as described above will be the sole property of IRCTC and the same will be booked by IRCTC in its own accounts on the basis of invoice raised from the contractor and the GST input and depreciation will be taken by IRCTC accordingly. Licensee will submit the consolidated invoice with item wise description of Plant and Machinery for taking assets in book of accounts at IRCTC for GST input credit and calculation of depreciation etc.;

Licensee shall raise the bill for the amount spent for the above said and the amount so claimed will be disbursed by IRCTC only after passing/verifying the bill by Executive officer or person authorized by IRCTC.

6.5 Payments to IRCTC

- 6.5.1 The bidder shall pay license fee in lieu of license right of the site. The license fee has two components. One fixed and other to be quoted by the bidder. The fixed components of license fee year wise is stipulated in clause 5.1 of draft agreement given in the tender

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document. The bidder quoting the highest variable License Fee in terms of percentage (%) of annual revenue from budget hotel shall be awarded the contract.

The annual fixed license fee as mentioned in clause 5.1 of draft agreement given in the tender document is excluding of all taxes.

- 6.5.2 The successful bidder shall pay a fixed charges as per the figures in Clause 5.1 of draft agreement given in the tender document and a variable licence fee that shall be quoted by the Licensee in Financial Bid.
- 6.5.3 Payment of annual amount of license fee consisting of fixed charges and variable charge quoted by the bidder for each year will be made to IRCTC in advance in two equal instalments on six monthly basis every year at least 15 days before the start of the six monthly period. The six monthly period is April to September and October to March i.e. for the period from April to September, the payment should be before 15th March. For first instalment however, the payment will be made on pro-rata basis before commissioning of Hotel by the licensee up to the month of March or September as the case may be. License fee will be due from date fixed by IRCTC.
- 6.5.4 In addition, the successful bidder has to pay Security deposit amounting to Rs.25 lacs valid upto license period/contract period. Within a period of 15 days from the date of issue of “Letter of Award” along with acceptance letter. The Earnest Money will be adjusted against the Security Deposit. The SD may be given by firms in the form of DD in favour of “IRCTC Ltd” drawn on any schedule bank payable at Delhi. No interest will be paid on Security Deposit. Security Deposit will be refunded by IRCTC at the time of peaceful vacation of the licensed asset and premises by the licensee after settling all dues and arrears payable under this agreement by the licensee.
- 6.5.5 The successful bidder shall submit a performance guarantee equivalent **to Rs.25 Lakh in the** form of irrevocable bank guarantee as per [Annexure-6](#), valid up to 3 years (i.e 2 years for construction period + 1 year for defect liability period) from the date of submission. The bank guarantee will be **released after the expiry of 2 year+1 year (defect liability period) only after NOC from Engineer in charge.** The performance guarantee shall be furnished by the successful bidder after the letter of award has been issued but before signing of the agreement
- 6.5.6 In case the contract is terminated on account of any breach by the licensee, the performance guarantee or/and security deposit shall be forfeited in favour of IRCTC and the decision of IRCTC shall be final in this regard.

6.6 Statutory Clearances

- 6.6.1 In addition, the Licensee is required to adhere to the provisions of the prevailing building bye-laws of the respective area for the hotel development and related works to be undertaken by him.

- 6.6.2 The successful bidder shall obtain clearances and sanctions from competent authorities for building plans, utilities, fire fighting, etc. All statutory charges shall be borne by the licensee.

6.7 Termination of contract

The Licensee shall ensure continuity of services at the Hotel. In the event of a breach, IRCTC shall take appropriate action, including termination of the agreement with the Licensee. The agreement may be terminated in case of the following:

- 6.7.1 The Licensee assigns its rights under its Agreement with IRCTC to any third party without prior written approval of IRCTC.
- 6.7.2 Non-payment of the License Fee on 6 monthly basis within the prescribed period in accordance with clause 5.1 of the draft agreement given in the bid document.
- 6.7.3 The Licensee commits default in complying with any of the terms and conditions of the Agreement.
- 6.7.4 The Licensee is declared insolvent.
- 6.7.5 The Licensee is unable to pay its debts or is under liquidation proceedings
- 6.7.6 The Licensee deviates from the approved plans of IRCTC/Local municipal authorities.

6.8 Exit from the contract by either party: There shall be a lock-in for a period of 01 Years from the date of commencement of Licensee Fee (After Successful construction of the Hotel) by giving 6 months prior notice without assigning any reasons.

6.9 All building and assets provided at budget hotel shall be the property of IRCTC.

7. MINIMUM ELIGIBILITY CRITERIA

- 7.1 The bidder can be an individual or proprietorship firm or partnership firm or private limited company or a public limited company registered/incorporated under the provisions of Indian Companies Act 1956.
- 7.2 The Bidder should be legally competent to enter into contract as per prevailing laws.
- 7.3 IRCTC will not consider bids submitted by a JV/Consortium of persons / firms / companies.
- 7.4 Foreign bidder can also apply provided they satisfy the minimum Turnover and experience as specified by IRCTC from global Operations and /or Indian Operations. Foreign Bidder should also satisfy criteria mentioned at clause 5.1 & 5.2 above.
- 7.4.1 **If a foreign company applies directly in the Tender as sole applicant:** In such a case foreign company has to ensure that it satisfies the minimum turnover, net worth and experience as specified by IRCTC from global operations and/or Indian Operations. If such foreign company becomes a successful bidder, it has to ensure compliance of extant laws of India.
- 7.4.2 In case of foreign bidder, an authority letter in the prescribed format must be submitted to IRCTC to verify the tax returns filed by the bidder in the respective country.
- 7.5 Any entity which has been barred by IRCTC / Railways from participating in IRCTC/Railway projects and the bar subsists as on the Application Due Date, would not be eligible to submit a Bid, either individually or as member of a Consortium.
- 7.6 The bidder must satisfy the specified eligibility criteria.
- These eligibility criteria are as follow:
- 7.6.1 The bidder should have a minimum turnover of **₹2.0 Crores** from the business of hospitality / tourism in last three financial years and Rs.30 lakh annual turnover from Hotel business.
- 7.6.2 The bidder should have at least five year experience in the field of Hospitality / Tourism business with management of at least one hotel of not less than **20 rooms**.
- 7.6.3 Should not have been defaulted on any bank/financial institution in the past 03-years.
- 7.6.4 Should have no statutory dues and undisputed liabilities.
- 7.6.5 Should be an income tax payer.
- 7.6.6 Bidder should be GST registered and have valid GST registration number for the State where the site is or will obtained the same if becomes successful bidder.
- 7.7 The bid application must be accompanied with the following documents/ information in order to validate the above mentioned eligibility criteria:
- 7.12.1 Annual Report/Audited accounts for the last three completed financial years (2016-17, 2017-18 and 2018-19).
- 7.12.2 In case of Company, Memorandum and Articles of Association along with Certificate of Incorporation. Partnership deed in case of Partnership Firm.
- 7.7.3 Certificate by Chartered Accountant that the applicant has not defaulted on any bank/ financial institution loans in the past three years, there are no statutory dues and undisputed liabilities.
- 7.7.4 GST clearance certificate. EMD for the requisite amount mentioned in the document must be submitted.

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- 7.7.5 Details of Hotel(s), including restaurant in the premises of the Hotel operated and managed by the firm (as per the format in Annexure 3) and profile of senior management and other manpower (as per the format in Annexure 4) of the Bidder.
- 7.7.6 Certificate issued by the Chartered Accountant stating the Sales Turn over from Hotel/Tourism operations for the last three financial years (2016-17, 2017-18 and 2018-19).
- 7.7.7 Any relevant document (License/Registration certificate etc) as proof of the bidder for ownership/management of the Hotel issued by the Competent Authority.
- 7.7.8 Certificate for Authorization of the Signatory on behalf of the bidder.
- 7.7.9 Original Bid document along with all enclosures duly stamped and signed by the Authorized Signatory on all pages.



8. DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two Thousand Eighteen (2019)

BY AND BETWEEN

Indian Railway Catering and Tourism Corporation Limited, a company incorporated under the Companies Act 1956, having its registered & corporate office at 11th Floor, 'A' Wing, Statesman House, B-148, Barakhamba Road, New Delhi-110001, Tel: 011-23701239 , hereinafter referred to as the “IRCTC” (which expression shall, unless, excluded by or repugnant to the context to be deemed to include its successors and assigns).

AND

A. M/s _____, a company incorporated under the Companies Act 1956, having its registered office at _____ hereinafter referred to as the “Licensee” (which expression shall, unless, excluded by or repugnant to the context to be deemed to include its successors and permitted assigns).

OR

B. M/s _____, a company incorporated under the provision of the Companies Act, 1956 having its registered office at _____. M/s _____, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at _____, (hereinafter collectively referred to as the “Concessionaire” which expression shall unless repugnant to the context include their respective successors and permitted assigns including any limited liability Company that may be permitted by IRCTC to be established as detailed in this Agreement) of the Other Part.

(IRCTC and Licensee shall individually be referred to as the “Party” and collectively as the “Parties”) Whereas

- (a) IRCTC has the right to engage service provider, inter alia, construction, maintenance and operation of Hotel, restaurant and other facilities on the site at (herein after referred as “site”);
- (b) IRCTC invited tender to engage service provider through e-tender no. 2018/IRCTC/Infra/Bdget Hotel/Khajuraho dated..... And commencement.....
- (c) Pursuant to representations made by the Licensee as mentioned herein below, IRCTC has agreed to license the Licensed Asset to the Licensee and the Licensee has agreed to accept

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the license relating to the Licensed Asset on the terms and conditions mentioned herein (“License”); and

NOW THEREFORE the Parties hereto hereby agree as follows:

1. IRCTC hereby gives the License for construction, operation and maintenance of IRCTC Budget Hotel at Khajuraho a period of 20 years after completion of construction of hotel and the Licensee hereby accepts the License on the terms and conditions mentioned herein below.
2. The Licensed Asset will continue to be owned by the IRCTC and the Licensee shall have no rights in the Licensed Asset other than those explicitly stated in this Agreement. At the expiry of licence period, or earlier termination under any clause of the agreement, the ownership of the hotel building & all related assets will be transferred to IRCTC.
3. The Licensee shall have no right to give the Licensed Asset and/or the Licensed Premises on rent, lease and/or license to any third party. The Licensee cannot, without prior approval of IRCTC, assign its rights under this Agreement. Violation of this clause shall be a ground for immediate termination of this Agreement. IRCTC, on receiving written request for assignment of the rights of the Licensee, may accept or reject at its own discretion without giving any reason whatsoever. The decision of IRCTC in this regard shall be final and binding on the Licensee. Whenever the right of the Licensee under this Agreement is transferred or assigned in any manner whatsoever, the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respect thereof. Without prejudice to the foregoing, and notwithstanding any consent granted by IRCTC, in case of any such transfer/ assignment, the Licensee and the transferee shall both be jointly and severally liable to the IRCTC for compliance with the covenants and conditions contained in this Agreement and breach by the transferee shall be deemed to be a breach by the Licensee.
4. The Licensee shall:
 - 4.1 Undertake Construction, operation and maintenance of IRCTC Budget Hotel at Khajuraho on the Licensed Land provided by IRCTC on license basis in Khajuraho, as per the architectural plans approved by IRCTC.
 - 4.2 Undertake Construction, operation and maintenance of IRCTC Budget Hotel at Khajuraho with one or more restaurant(s) as part of the Hotel to cater to the Hotel guests and railway passengers, including offering a variety of multi-cuisine food menu.
 - 4.3 Arrange for maintenance and upkeep of the Licensed Asset and the Licensed Premises at its own cost.
 - 4.4 Ensure that the Licensed Premises are fully operational as per the Project Completion Schedule specified by the bidder in the bid.



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5. Consideration

5.1 As consideration for granting the License, the Licensee shall pay to IRCTC a Fixed Charge as per the following rate from first year of operation:

Year	Annual Fixed Minimum Licence fee (₹) (A=A1+A2)		Interest on Installment disbursed @10% per annum (A2)	Projected Net Turnover Exclusive of taxes (Gross Annual Revenue from operation of Budget Hotel) (In Rs Lacs)	Lumpsum Variable License Fee as percentage of Gross Annual Revenue from operation of Budget Hotel (B) * (Excluding of taxes)	
	Fixed (Rs.in Lacs excluding taxes) (A1)				% (In figure s)	In word s
	In figures	In words				
Start of 1 st year (from the date of issue of LOA)	NIL		This will be calculated based on date of disbursement and interest of 02 years & the amount achieved will be recovered as capital as per formula of capital recovery.			
Start of 2 nd year	NIL					
Start of 3 rd year	2522500	Rupees Twenty five lacs twenty two thousand and five hundred only		137,97,000		
Start of 4 th year	2542500	Rupees Twenty five lacs forty two thousand and five hundred only		144,86,850		
Start of 5 th year	2560000	Rupees Twenty five lacs sixty thousand only		162,97,706		
Start of 6 th year	2586250	Rupees Twenty five lacs eight six thousand two hundred and fifty only		171,12,592		
Start of 7 th year	2608750	Rupees Twenty six lacs eight thousand seven hundred and fifty only		191,66,103		
Start of 8 th year	2683750	Rupees Twenty six lacs eighty three thousand seven hundred and fifty only		201,24,408		
Start of 9 th year	2793750	Rupees Twenty seven lacs ninety three thousand seven hundred and fifty only		211,30,628		
Start of 10 th year	2843750	Rupees Twenty eight lacs forty three thousand seven hundred and fifty only		221,87,159		
Start of 11 th year	2906250	Rupees Twenty nine lacs six thousand two hundred and fifty only		232,96,517		
Start of 12 th year	3023750	Rupees Thirty lacs twenty three thousand seven hundred and fifty only		244,61,343		
Start of 13 th year	3098750	Rupees Thirty lacs ninety eight thousand seven hundred and fifty only		256,84,410		



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Start of 14 th year	3178750	Rupees Thirty one lacs seventy eight thousand seven hundred and fifty only	269,68,631
Start of 15 th year	3261250	Rupees Thirty two lacs sixty one thousand two hundred and fifty only	283,17,063
Start of 16 th year	3546250	Rupees Thirty five lacs forty six thousand two hundred and fifty only	297,32,916
Start of 17 th year	3558750	Rupees Thirty five lacs fifty eight thousand seven hundred and fifty only	312,19,561
Start of 18 th year	3564500	Rupees Thirty five lacs sixty four thousand and five hundred only	327,80,540
Start of 19 th year	3566250	Rupees Thirty five lacs sixty six thousand two hundred and fifty only	344,19,567
Start of 20 th year	3577500	Rupees Thirty five lacs seventy seven thousand and five hundred only	361,40,545
Start of 21 st year	3587500	Rupees Thirty five lacs eighty seven thousand and five hundred only	379,47,572
Start of 22 nd year	3125000	Rupees Thirty one lacs and twenty five thousand only	398,44,951

***Above mentioned Annual Fixed License Fee is excluding of taxes. Projected turnover is revenue from room sales, F&B / Banquet sales and other income.**

5.2 In addition to Annual Fixed minimum licensee fee as stipulated in Clause 5.1 of agreement, the Licensee shall pay to IRCTC %age variable charges on projected (excluding taxes) turnover as quoted in Financial Bid. Variable license fee will be percentage of net turn over to be paid to IRCTC. In case net (excluding taxes) turnover is more than the projected net turnover then the license fee shall be payable on the actual net turnover.

5.3 Payment of annual amount of license fee consisting of fixed charges & variable charges for each year will be made to IRCTC in advance in two equal installments on six monthly basis at least 15 days before the start of the six monthly period. The Six monthly period is April-September and October to March. i.e. for the period from April to September, the payment should be before 15th March. For the first installment alone, the payments will be made on pro-rata basis within fifteen days from the date of commissioning of Hotel by the sub-licensee up to the month of March or September as the case may be. The licensed asset shall be handed over to the licensee only after receiving the full amount of Security Deposit.

5.4 No set off or adjustment of the Fixed User Charge or variable charges payable by the Licensee shall be permitted under any circumstances with other dues, if any, payable by IRCTC to the Licensee.

6. The Licensee shall submit the audited financial statement of the Licensed Asset and Licensed Premises to the IRCTC within forty five (45) days in case of listed company and 180 days in other cases after the end of the respective year. In the event that IRCTC requires any clarification/ supporting for the audited financial statement submitted by the Licensee, the Licensee shall provide the same promptly and not in any case later than three days from the date of the request.

Explanation: For the purpose of this clause, a “year” shall mean a financial year commencing from the 1st day of April and ending on the 31st day of March of the following year and in case of the first year, the year shall be deemed to commence from the date of commissioning of Hotel by the licensee and shall continue till immediately following 31st day of March.

7. The Licensee shall at all times maintain duly updated, true, correct and complete computerized accounts of all inflows and of the costs in relation to the Licensed Asset and the Licensed Premises. IRCTC and its authorized agents shall be given unrestricted and complete access to the said accounts at any time that IRCTC may require.
8. Notwithstanding anything to the contrary contained in this Agreement, IRCTC shall have the right, but not the obligation, to appoint at its cost, another firm of chartered accountants to independently audit (“Independent Auditor”) and verify all matters, expenses, costs, realizations which have been carried out by the Statutory Auditors of the Licensee. In such an event, the Licensee shall provide to such Independent Auditor access to all documents and records. Further IRCTC has right to inspect the premises over during the license period.
9. In the event of failure of the Licensee to make payment of the License Fee, IRCTC shall have the right to invoke/set off the Security Deposit to the extent of the entire License Fee or part thereof at its own indisputable/sole discretion. In the event that the Security Deposit is invoked/set off for a part/whole of the License Fee, the Licensee shall deposit such amount or provide fresh Security Deposit Amount to ensure that the Security Deposit is brought back to the level prior to such set off/invocation within seven days of receiving a written notice from IRCTC.
10. The time prescribed for making payment of the License Fee shall be the essence of this Agreement. Non-payment of the License Fee shall be a ground for immediate termination of this Agreement. However, IRCTC, at its sole discretion and without prejudice to its other rights, may grant a maximum of 30 days from the due date for payment of the License Fee provided the Licensee makes payment along with interest @18% per annum.
11. The security deposit will be refunded by IRCTC at the time of peaceful vacation of the Licensed Asset and the Licensed Premises by the Licensee after settling all dues or arrears payable under this Agreement by the Licensee.
12. The stamp duty, registration charges and other costs and expenses livable on this Agreement shall be borne by the Licensee.
13. The Licensee shall from time to time pay and discharge all rates, taxes, charges, statutory dues, ground rent and assessments of every description which are now or may at any time hereafter during the continuance of this Agreement be assessed, charged or imposed upon the Licensed Asset, and/or construction, maintenance and operation of and the Licensed Premises.
14. In general, the Licensee is required to meet the applicable statutory standards of the business, prescribed by the State & Central regulatory agencies, at all times.
15. The Licensee shall use the Licensee Asset for construction of Hotel and related facilities only subject however to compliance with all laws, rules and regulations regarding land use and all other applicable laws, rules and regulations.
16. The tariff of the hotel room will be decided by the licensee in consultation with IRCTC. The same shall be market driven.
17. For serving alcoholic beverages in the designated area in the Budget Hotel, the licensee will have to adhere to all applicable Laws.



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18. The Licensee shall ensure that the Hotel is operated and maintained as per the following conditions for the entire license period of Twenty years.
- 18.1 Architectural planning, structural designs, fire provisions, standard of construction and other aspects of the Building shall be governed by the relevant provisions of “National Building Code of India-2005” published by the “Bureau of Indian Standards”. The appearance and the façade of the Hotel building will be aesthetic and stylish bearing modern architectural features. The detailed architectural plans including all floor layout plans, all elevations, sections, 3D-views, interiors and a scale model of the proposed hotel shall be got prepared from a qualified & experienced architect and got approved from IRCTC beforehand. The necessary statutory clearances should be obtained from local bodies wherever necessary. The structural designs should be made done from a qualified, experienced structural design consultant, before undertaking the construction work.
- 18.2 Maintenance of Hotel (building, furniture, fixtures, equipment etc) should be of industry standard.
- 18.3 There should be an adequate number of lifts in the Hotel in case the building has more than two storey including the ground floor.
- 18.4 The Hotel should accept payment by credit card.
- 18.5 The room/toilet sizes should be as per industry standards.
- 18.6 The Hotel should bear an appearance of a clean, comfortable and wholesome place.
- 18.7 All rooms should be properly ventilated, should have all necessary items of furniture and these should be clean and comfortable.
- 18.8 Floors and walls in the bedrooms and bathrooms should have a good quality aesthetic finish, with no leakages, cracks etc. Bedroom floors should either be carpeted or should have marble / granite / vitrified tiles and their walls should have POP with Plastic emulsion finish. The bathroom floors / walls should be fully tiled with 24 hour hot water supply and good quality sanitary ware / Hardware of ISI approved make.
- 18.9 All the bedrooms should have attached bathrooms with showers.
- 18.10 All bathrooms should have 24-hour supply of running cold water with adequate supply of hot water, toilet paper, toiletries, and socket for electric shaver.
- 18.11 Floors and wall of bathrooms should have ceramic tiles of good quality ISI approved make and workmanship.
- 18.12 All the rooms should be provided with fans and adequate numbers of Air-conditioned Rooms are to be provided depending upon the demand.
- 18.13 Lighting arrangements and fixtures in all rooms/ bath rooms/ public rooms/ corridors etc should be from ISI approved make.
- 18.14 The Hotel should provide facility of room service for each room and all rooms should have a house telephone connected with room service / reception etc.
- 18.15 There should be telephone facility for use of visitors.
- 18.16 Provisions of a bookstall, transport agency, money changing and safe deposit facilities are desirable.
- 18.17 Clean and good quality linen, blankets and towels should be supplied which should be got washed / dry-cleaned from a mechanized laundry. Linen should be changed at least thrice a week and towels daily. Bed linen and towel should always be changed on the arrival of a new guest.
- 18.18 There should be a vacuum jug flask in each bedroom with purified cold drinking water. Complementary Tea/Coffee making facility (coffee maker) should be provided in each room.
- 18.19 The Hotel should have a clean, hygienic, well-equipped and well-maintained kitchen, cold storage facility and pantry that include a refrigerator with deep freeze, adequate garbage

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- disposal system and a modern ventilation facility (electric chimney etc). Cooking utensils should be of good quality material and well kept.
- 18.20 There should be clean and hygienic washing of utensils, crockery, cutlery and glassware. If washing is done manually, then three-tier system of washing should be adopted.
- 18.21 There should be a reasonably well maintained and properly furnished dining room/ restaurant serving good, clean, wholesome meals with proper cutlery, glassware and adequate seating capacity.
- 18.22 Hotel should offer good, hygienic, wholesome meals.
- 18.23 Water for cooking, ice making should be filtered and drinking water should be R.O. purified.
- 18.24 There should be a reception facility with telephone to be attended by qualified and experienced staff round the clock.
- 18.25 There should be a reasonably well-furnished and well lit lounge/ lobby commensurate with the size of the Hotel.
- 18.26 The provision of locker and shower facility for those visitors who need to use this facility for a short period of time is desirable.
- 18.27 The staff should be trained, experienced, courteous and efficient. Each staff should be employed only after police verification.
- 18.28 Staff should be in smart and clean uniforms.
- 18.29 The supervisory and senior staff coming in regular contact with guests should possess good knowledge of English and local language.
- 18.30 Arrangement for mechanized laundry or dry cleaning services should be provided / tied up.
- 18.31 Housekeeping should be of high standard.
- 18.32 Hotel should have suitable and adequate arrangements for fire fighting and for evacuation in case of fire particularly keeping in view the fire safety requirements of Fire Service Agency.
- 18.33 There should be tie up with nearby Hospital or Doctor on Call facility.
- 18.34 The Hotel should have a tie-up with the taxi service providers for the facility of the guests.
- 19 The Licensee shall be responsible for obtaining electricity, water and sewerage connections, etc. at its own cost and pay the utility bills thereof.
- 20 The Licensee for itself, and its executors, administrators, legal representatives and assignees agree to the following: -
- 20.1 The Licensee shall not start any construction activity before the execution and registration of the Agreement and clearance of plans from IRCTC.
- 20.2 Comply with and be bound by the building drainage and other by-laws of the municipal or other authority for the time being in force.
- 20.3 To apply for all necessary permissions for new construction or for usage at the Licensed Asset as per the local laws.
- 20.4 Comply in all respect and be bound by all the mandatory Architectural Controls and other by-laws of the Municipal or other authority concerned.
- 20.5 Agrees and undertakes to shift any service / lines which are likely to be encountered in the site underneath e.g. sewerage pipe / tank, electric telephone cables and other such service lines etc. to other place, in working condition, if so required, at its own cost.
- 20.6 At no stage, compromise on the fire fighting system and other building safety measures
- 20.7 To use the Licensed Asset and the Licensed Premises or any part thereof only for bonafide and permissible use. No part of the Licensed Asset and the Licensed Premises shall be used for any unauthorized or illegal or immoral purposes or for any residential purpose.
- 20.8 At all reasonable time grant access of the Licensed Asset and the Licensed Premises to IRCTC or any other officer authorized by him for being satisfied that the covenants and conditions contained herein have been and are being complied with.



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- 20.9 Agrees and undertakes to confine all the activities pertaining to construction and operations of the hotel strictly within the earmarked boundaries of the plot of land licensed by IRCTC for the said purpose.
21. The Licensee shall throughout the period of construction of the Licensed Premises and thereafter till the validity of this Agreement shall take appropriate insurance to insure against its liabilities for damages, loss or injury which may occur to any property or to any person or for damages, loss or injury which may occur to the Licensed Asset and the Licensed Premises. The Licensee shall also take the Workmen's Compensation Policy, which shall cover all workers and contract labour (if any) employed by the Licensee.
22. If it is discovered that this License has been obtained by suppression of any fact or misstatement / misrepresentation or fraud, IRCTC shall have unconditional right to terminate this Agreement without any compensation to the Licensee.
23. The property shall be marketed as “**RAIL RATNA**” brand of Budget Hotels (or alternate name be decided by IRCTC) in conjunction with the brand name that the Licensee wants to use. IRCTC will promote the Budget Hotel business, and Tourism packages marketed by IRCTC and IRCTC will be given preference in booking of accommodation.
24. Provided IRCTC may, without prejudice to its right at its absolute discretion, waive or condone breaches, temporarily or otherwise. Provided always that no such waiver or condonation shall be valid unless made in writing. The waiver or condonation so granted in one instance shall not apply to any subsequent instance.
25. All powers exercisable by IRCTC under this Agreement may be exercised by its authorized officers.
26. In the event of any breach or a default in regard to any of the provisions/conditions of this agreement being attributable to the Licensee, IRCTC shall be entitled to take appropriate action (s) as is necessary, including termination of this Agreement, if the breach and/or default is not set right by the Licensee within 30 days of receipt of notice of such breach and/or default. The Licensee shall keep IRCTC fully indemnified for any loss, expenses, damages and/or costs arising out of or relating to such breach and/or default by the Licensee.
27. Subject to the terms of the License Agreement, both Parties may modify/amend terms of this Agreement in writing, whenever considered necessary, on mutually agreed terms.

28. Demand for Arbitration:

- i. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective rights and liabilities of the parties on any matters in question, dispute or difference on any account or as to the withholding by IRCTC of any certificate to which the service provider/contractor/licensee may claim to be entitled to, or if IRCTC fails to make a decision within 120 days, then and in any such case, but except in any of the “excepted matters”, the contractor/licensee/service provider, within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.
- ii. The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off, given by the IRCTC, shall be referred to arbitration and other matters shall not be included in the reference.



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- a) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the IRCTC.
 - b) The claimant shall submit his claim stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
 - c) IRCTC shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
 - d) Place of Arbitration : IRCTC, Corporate Office, New Delhi.
- iii. No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- iv. If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the IRCTC that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and IRCTC shall be discharged and released of all liabilities under the contract in respect of these claims.

29. Obligation during Pendency of Arbitration:

Work under the contract shall, unless otherwise directed, continue during the arbitration proceedings, and no payment due or payable by IRCTC shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

30. Appointment of Arbitrator:

- i. In cases where the total value of all claims in question added together does not exceed Rs. 25,00,000 (Rupees twenty five lakh only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be nominated by the CMD/IRCTC. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by CMD.
- ii. In cases not covered by the Clause above, the Arbitral Tribunal shall consist of a Panel of three arbitrators. For this purpose, IRCTC will send a panel of more than 3 names of Officers which may also include the name(s) of retired Railway Officer(s) empanelled to work as Arbitrator to the contractor/licensee/service provider within 60 days from the day when a written and valid demand for arbitration is received by the CMD/IRCTC.
- iii. Contractor/licensee/service provider will be asked to suggest to CMD at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by IRCTC. CMD/IRCTC shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. CMD/IRCTC shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees.
- iv. If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the CMD/IRCTC fails to act without undue delay, the CMD/IRCTC shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

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- v. The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The Arbitral Tribunal should record day to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
 - vi. While appointing arbitrator(s) under Sub-Clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute or differences.
 - vii. The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.
 - viii. A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.
 - ix. A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
 - x. In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
 - xi. The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by IRCTC from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by IRCTC from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by IRCTC Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
 - xii. Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and any statutory modifications thereof shall apply to the arbitration proceedings under this Clause.
31. In the event of any unforeseen event directly interfering with or affecting the obligation of any of the Licensee including the operation or maintenance of Licensed Asset and the Licensed Premises arising during the currency of this Agreement; such as war, insurrection, restraint imposed by the Government, Act of legislature or other authority, explosion, accident, general strike, riot, act of public enemy, acts of God, sabotage or if extraordinary circumstances have occurred which make it impossible for the Licensee to fulfill its obligations under this agreement; the Licensee shall, within a week from the commencement thereof, notify the same in writing to IRCTC with reasonable evidence thereof. The Licensee shall take steps for restoring the Licensed Asset and the Licensed Premises as expeditiously as possible or, as the case may be the impediment to accessibility shall be removed as expeditiously as possible, if the Licensed Asset and the Licensed Premises cannot be rendered fit for occupation and use for more than seven days, the Licensee shall not pay the applicable consideration for such period till the Licensed Asset and the Licensed Premises becomes accessible and operational following cessation of force majeure event mentioned above. In case the force majeure condition persists for 180 days, then it shall be open to both the parties to discuss the future course of action.
32. Unless terminated earlier, this Agreement shall be valid for a period of Twenty years from the date of operation of the hotel.



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33. Upon happening of any events of default of Licensee (as mentioned in Clause 6.37 herein below), which if not cured within the time period stated in this Agreement or permitted by IRCTC, if any, IRCTC shall have the right to terminate this Agreement by giving 30 days notice in writing to the Licensee.

34. The following events shall, inter alia, constitute an event of default of the Licensee:

- 34.1 The Licensee fails to pay the License Fee, set forth in this Agreement, within the prescribed period therefor.
- 34.2 The Licensee commits default in complying with any of the terms and conditions of the Agreement.
- 34.3 Any other act, which is against the interest of IRCTC.
- 34.4 If the Licensee is declared or becomes insolvent
- 34.5 If there is a reasonable apprehension that Licensee is unable to pay its debts or proceedings for liquidation (voluntarily or compulsorily) may be or have been commenced in respect of the Licensee.
- 34.6 Licensee fails to commence construction of the Budget Hotel within three months of taking possession of the land.
- 34.7 The licensee fails to complete construction of the Budget Hotel within the period indicated in the technical bid.
- 34.8 Any act considered prejudicial to the national security.

35. This Agreement shall stand terminated without any right or obligation on either party in the event that the Licensed Asset and the Licensed Premises are acquired by the Government under any applicable statute or regulation.

36. On expiry of the term of Twenty years or prior termination of this Agreement, as the case may be, the Licensee shall hand over the peaceful possession of the Licensed Asset and the Licensed Premises to IRCTC and on its failure to do so, IRCTC shall be entitled to enter the premises and take over the possession of the Licensed Asset and the Licensed Premises. The possession of the Licensed Asset and the Licensed Premises shall be handed/ taken over free from all encumbrances and the Licensee shall not be entitled to any compensation therefore. The Licensee shall not be entitled to any refund or compensation or refund of the License Fee paid, on account of termination of the Agreement for any reason whatsoever.

37. Termination or expiry of this Agreement shall not affect the right of the Parties that may have accrued or arisen or which are attributable to a period prior to such termination/ expiry.

38. The Licensee shall indemnify, protect, defend and hold harmless IRCTC and/or IR, its/their officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liabilities, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this Agreement and to comply with the provisions of applicable laws and any permit or approval that may have been obtained or may be required or arising out of or attributable to any act or omission of the Licensee.

39. General - The licensor reserves the right to amend any of the clauses of the agreement and also to add fresh clauses from time to time. The rider agreement in this regard shall be executed between the parties within 15 days of the amendment / changes.

40. User only - The Licensee will operate the Budget Hotel during the term of license on which he would have no legal claim other than that of a user. Premises shall be deemed to be public premises as defined in the Public Premises (Eviction of Unauthorised Occupants) Act 1971 and any amendments thereto.

41. The tenure of license for Budget hotel at, Khajuraho unless terminated earlier in terms of the conditions mentioned herein, will be **20 years** from the date of operation of hotel.



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42. The terms and condition as enshrined in tender document are also part and parcel of this agreement so far as the same are in consonance with the terms mentioned herein.

43. All disputes shall be subject to the exclusive jurisdiction of courts at Delhi.

In witness whereof the Parties hereto have signed this Agreement on the day and year first written above.

For and on behalf of IRCTC:

For and on behalf of -

Name:
Designation:
Place:
Witness:

Name:
Designation:
Place:
Witness:

Name:
Address:
Occupation:

Name:
Address:
Occupation:

9. ANNEXURE 1: APPLICATION LETTER

(To be submitted on Bidder's letter head and signed by the Bidder's authorized signatory)

GGM (Infrastructure)
IRCTC Ltd.,
11th Floor, 'A' Wing,
Statesman House, B-148,
Barakhamba Road, New Delhi-110001,
Tel: 011-23701239

Dear Sir,

Sub: Bid for “Construction, operation and maintenance of IRCTC Budget Hotel at Khajuraho.”

Being duly authorized to represent and act for and on behalf of _____ (Herein the applicant), and having studied and fully understood all the information provided in the Bid document, the undersigned hereby apply as a bidder for **“Construction, operation and maintenance of IRCTC Budget Hotel at Khajuraho.”** according to the terms & conditions of the offer made by IRCTC.

The Technical bid along with business plans for the proposed Hotel, supporting documents for verification of Minimum Eligibility Criteria and details of Earnest Money Deposited are enclosed.

IRCTC and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial aspect.

This application is made with full understanding that:

- IRCTC reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids.
- IRCTC shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
- I/We, the undersigned declare that I/we meet all the conditions of the minimum eligibility criteria and that the information provided by me/us to that effect is true and correct in every detail.
- I/We hereby confirm that I/we have read, understood and accepted all the detailed terms and conditions of this Bid document as required for the bid. I/We have also visited the project site for the assessment and have made our own due diligence and assessment regarding the project.
- I/We agree to keep our offer valid for one hundred and twenty (120) days from the date of submission of Bid thereof and not to make any modifications in its terms and conditions, which



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are not acceptable to IRCTC. Should this Bid be accepted, I/we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents and bind ourselves to complete all formalities from time to time as required after the award of License.

- I/We hereby understand that the submission of the bid does not guarantee allotment of the License for **“Construction, operation and maintenance of IRCTC Budget Hotel at Khajuraho.”**.
- This application is made with the full understanding that the validity of bid submitted by me/us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by IRCTC. I/We agree that, without prejudice to any other right or remedy, IRCTC shall be at liberty to reject the bid and forfeit the said EMD and Bank Guarantee, cancel the License or revoke the same at any time without assigning any reason whatsoever and **I/we shall be debarred from IRCTC tenders for period of 3-years in case of misinformation.**
- On account of non-acceptance of award or on account of not fulfilling bid conditions within the prescribed time, I/we shall be debarred by IRCTC for further participation in the future bids of IRCTC for a period of one year.

A notice or letter of communication addressed to me/us at the given address given in the Bid, even by ordinary post, will be deemed to be valid and proper notice of intimation to me/us.

Authorized signatory

Date :

Name and seal of Bidder

Place :

Encl:

1. The EMD of Rs.2,00,000 (Rupees Two Lakhs only) in the form of Demand Draft bearing No. _____ drawn upon _____ (Bank) dated _____.
2. Business Plan for the Hotel
3. Documents supporting satisfaction of the minimum eligibility criteria



ANNEXURE 2: DETAILS OF HOTEL (S) RUN BY THE BIDDER

1. Name (s) of Hotel (s) currently in operation and location; include name of any Hotel (s) that is/ are currently under development	
2. Estimated cost of Hotel (s) project	
3. Month and year of completion / commencement of Hotel (s)	
4. Number of rooms, breakup into AC and non AC, tariffs charged for various rooms in the Hotel (s)	
5. Details of restaurant (s) run in the Hotel (s) – size, number of covers, cuisine offered	
6. Other facilities offered in the Hotel (s) – banquet hall, conference rooms, travel services etc	
7. Star category of the Hotel (s) if any	
8. Name and profile of promoters	
9. Any other detail deemed essential by the firm to establish its reputation	



ANNEXURE 3: PROFILE OF, SENIOR MANAGEMENT & OTHER MANPOWER

Profile of managerial staff – Managing Director/ Executive Director/ General Manager/ Executive Staff	
Name of Employee	
Designation	
Age	
Level of general education	
Professional education and institute in which it was received	
Number of years of experience and the organizations in which he/ she has worked	

Profile of other staff (cooks, waiters, telephone operator/ receptionist etc	
Number of employees by type of craft	
<i>Cooks</i>	
<i>Waiters</i>	
<i>Telephone operator/ receptionist</i>	
<i>Any other</i>	
Percentage of staff trained in recognized craft institutes (to be provided by craft)	

ANNEXURE 4: PROFILE OF PERSONNEL TO BE DEDICATED TO THE CURRENT PROJECT

Profile of leading managerial staff proposed – Managing Director/ Executive Director/ General Manager	
Name of Employee	
Designation	
Age	
Level of general education	
Professional education and institute in which it was received	
Number of years of experience and the organizations in which he/ she has worked	

Profile of other staff (cooks, waiters, telephone operator/ receptionist etc	
Number of employees by type of craft	
<i>Cooks</i>	
<i>Waiters</i>	
<i>Telephone operator/ receptionist</i>	
<i>Any other</i>	

ANNEXURE 5: PROJECT COMPLETION SCHEDULE

Indication (month, year) of when key milestones of project will be completed	
Design and Engineering	
Construction	
Commissioning	

ANNEXURE-6 Form of Performance Guarantee Bank Guarantee Bond

To,
Indian Railway Catering & Tourism Corporation Limited
11th Floor, "A" Wing, Statesman House,
B-148, Barakhamba Road, New Delhi – 110001

B.G. No. _____ for Rs. _____ (AMOUNT) covering execution
of _____

Whereas M/s _____ one of our constituents (hereinafter called the contractor/seller) have agreed to execute the work for IRCTC Ltd (hereinafter referred to as Purchaser), **the work of** _____ in terms of contract work order No _____ dated _____ (hereinafter called the contract) subject to terms & conditions of the contract.

AND WHEREAS the terms and conditions of the contract require the contractor / seller to furnish a bank guarantee for Rs. _____ being _____% of the value of contract for proper execution and due fulfilment of the terms and conditions contained in the contract.

AND WHEREAS the contractor / seller has approached us to give the said bank guarantee on their behalf in your favour for an amount of Rs. _____ which you have agreed to accept.

That in consideration of promise and at the request of said contractor / seller, We, _____ (hereinafter referred to as “the Bank”)) having its registered office at _____ & branch at _____ do hereby irrevocably undertake and guarantee to pay to the IRCTC Ltd on demand and without any demure any sum upto maximum amount of Rs. _____ representing _____% of the contract value of the work for “**Construction, operation and maintenance of IRCTC Budget Hotel at Khajuraho.**” against any claim or damage caused or suffered or would be caused by the reason of any breach of any terms and conditions contained in the agreement or by reason of failure to perform the said agreement.

We,(indicate the name of the Bank) hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the purchaser stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)

We, the said bank further undertake to pay IRCTC Ltd. any money so demanded notwithstanding any dispute or disputes raised by the contractor(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 Contractor(s) shall have no claim against us for making such payment.

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 all the dues of the IRCTC Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer in-Charge on behalf of the purchaser certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

We, (indicate the name of the Bank) further agree with the purchaser that the purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of

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Performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser against the said contractor(s) 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 Contractor(s) or for any forbearance, act of omission on the part of the purchaser or any indulgence by the purchaser to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of IRCTC Ltd. in writing.

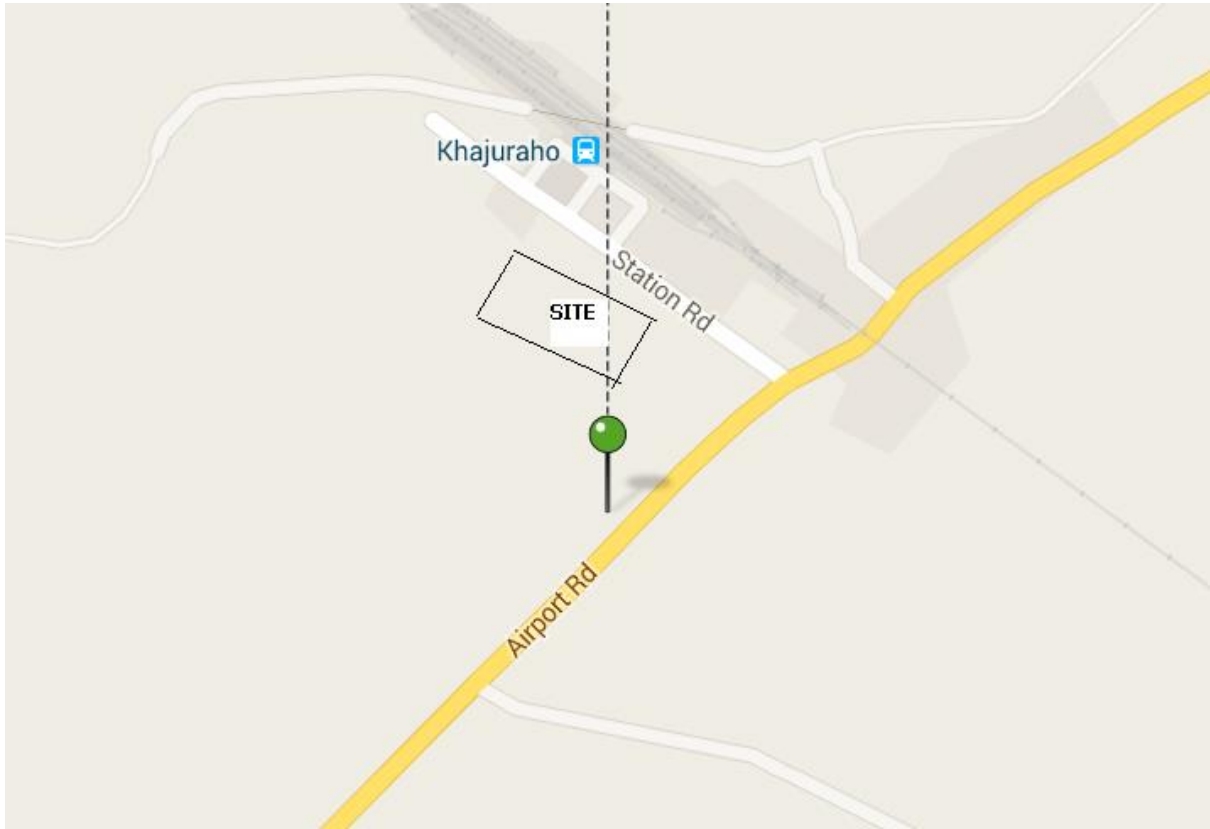
This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor. This guarantee shall be governed and construed in accordance with Indian Laws.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:

1. Our liability under this Bank guarantee shall not exceed to Rs. _____ (Rupees _____);
2. This Bank guarantee shall be valid upto _____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand (and which should be received by us) on or before _____ where after it ceases to be in effect in all respects whether or not the original Bank guarantee is returned to us.

In WITNESS WHEREOF , the Bank , has executed this document on this _____ day of _____ at _____ for herein above written.

10. Rough Sketch Plan of site



11. SPECIAL CONDITIONS OF CONTRACT

1. During construction, it is mandatory on the part of the contractor to properly screen the construction site off the roads & adjacent structures by means of erecting a screen wall of necessary / specified height (not less than 8.00 ft.) from ground level which is to be painted to avoid unpleasant looks. In addition to this, a net or some other protective material shall be hoisted at the facades of the building to ensure that any falling material remains within the protected area.
2. The malba during the construction will be removed at least on weekly basis or more frequently as desired by local Authorities. If the same is not done, the contractor will be solely responsible for all the consequences including penalties by the local Authorities.
3. Noise related activities will only be taken up for construction during the period as permitted by local Authorities.
4. The contractor shall make his own arrangements for Electricity required for the work including for the site office of the employer.
5. The contractor will be fully responsible for getting the Sewer, Water Connection from the local bodies after completing all the formalities & obtaining their mandatory permission/ approval / N.O.C. and also final clearance/N.O.C. from the Fire & Lift Department.
6. The rates for all items of work shall be valid for all depths and heights unless otherwise specified in the nomenclature of the item.
7. All concreting above 5 cubic meter per day shall be done by RMC from Contractor own plant or approved RMC plant. Other tools and plants are as per the direction of Engineer in Charge required from time to time.
8. **TESTING OF MATERIAL**
 - a) The contractor shall produce all the materials well in advance so that there is sufficient time for testing of the materials and clearance of the same before incorporation in the work.
 - b) All the materials to be used in and on every part of the works shall be subjected from time to time at such tests as given in List of Mandatory Tests or as required as per CPWD specifications. These tests/norms are the Minimum requirement and the Engineer-in-Charge may supplement these with additional tests/checks according to the site condition, at no extra cost. Such test shall be performed at the expenses of the contractor. The samples for tests shall be in all cases selected by the Engineer-in-charge and supplied by the contractor as part of the contract. If at any time, any material so tested, fails to meet the acceptance criteria, the same shall be removed from the site of works and other materials substituted therefore, but in the absence of any specified test/acceptance criteria, the decision of the Engineer-in-charge shall be final and binding as to whether the said material or materials shall be used on the works, or forthwith removed and other material substituted.
 - c) The contractor shall produce on demand from Engineer-in-charge, the manufacturers' certificates certifying that the materials conform to the technical specifications. For cement and reinforcement steel, manufacturers certificate shall be considered sufficient test certificate against mandatory testing required for 80% of supply i.e. two samples out

of each ten samples required for mandatory testing shall be got tested from the approved outside laboratory and for balance manufacturers certificate can be considered. All charges for testing shall be borne by the contractor and department will not reimburse any testing charges. For other materials which are ISI/ BIS marked, manufacturer's certificate shall be considered as fulfilling the mandatory test requirement. However in case Engineer-in-charge feels that the material supplied is not of required specifications even if it is ISI/BIS approved and have manufacturers certificate, he can send the sample to the approved lab for testing at contractors cost.

- d) The contractor has to establish, at his own cost, a testing Laboratory/field laboratory and Minimum Laboratory Equipments as required for the Field Quality Control for the items of work shall be provided in the Laboratory to conduct regular and routine daily tests on materials, measurements of temperature and any other tests stipulated in the particular specifications of the items to be executed in the contract. In case contractor do not establish his laboratory, the Engineer shall be at liberty to send the required samples to any outside Laboratory and the cost of sampling, testing, transportation etc shall be borne by the contractor. In case the contractor do not deposit the required /demanded amount within 7 days of demand by the outside laboratory the amount will be deposited by Engineer and the recovery @ two times of the testing cost shall be made from the contractors next payment. The decision of Engineer-in-charge shall be final and binding on the contractor.
- e) The contractor shall permit the Engineer-in-charge or his authorized representative to be present during any of or all the tests. The notification to the Engineer-in-charge that the work has been completed, the contractor shall make under the direction and in the presence of Engineer-in-charge such tests and inspections as have been specified or as the engineer-in-charge shall consider necessary to determine whether or not the full intent of requirements of the plans and specifications have been fulfilled. in case the work does not meet the full intent of the specifications it shall be rectified by the contractor at no extra cost and the contractor shall bear all the expenses for any further tests considered necessary.
- f) For any tests as directed by the Engineer-in-charge, that have to be carried out at an outside laboratory, the cost of such tests, materials, transport etc., shall be borne by the contractor.
- g) In case there is any discrepancy in frequency of testing as given tender or BIS Codes and as shown in the list of mandatory tests and that in individual sub-heads of work as per CPWD Specifications, 2009 (Vol. I to Vol.III) the higher of the two frequencies of testing shall be followed, and nothing extra shall be payable to the contractor on this account.
- h) The contractor shall arrange for conducting the tests specified in Quality Plan in the presence of an officer, authorized by the Engineer-in-Charge. Full records of all the tests conducted shall be maintained by the contractor in the format given by Engineer-in-Charge which will be made available to the Engineer-in-Charge or to any officer authorized by him whenever required.
- i) The purchaser representative shall be free to visit the manufacturer work at all reasonable times to witness and inspect the testing of equipment. It is the duty of tenderer to see that all the equipments supplied are tested as per relevant IS specifications. The contractor shall furnish manufacturer test certificate for the routine and type test conducted on the equipment offered if necessary the contractor shall arrange to conduct the entire routine test at the manufacturer premises in presence of IRCTC representative on receipt of



material/equipment at site the tenderer shall offer equipment/material for inspection and get approved before installations.

- j) **OUTSIDE/INDEPENDENT TESTING FACILITIES:** Extensive testing of the materials used for construction is a pre-requisite for attaining high quality of the work. This shall also require specialized tests, physical, chemical, ultrasonic, x-ray and various other types of tests which cannot possibly be carried out in a site laboratory. These tests also require specialized personnel who regularly deal in such testing. Therefore the need arises for carrying out the tests in outside laboratories. These laboratories may be in the Government sector, Semi Government or private sector. The outside laboratories shall be short listed before hand and approval obtained from Engineer-in charge. In case of laboratories in the private sector, the past record and reputation of the laboratory must invariably be given due consideration. The infrastructure in these laboratories can also be inspected before they are short-listed. Contractor shall not be paid extra for any outside testing or for visits for inspection of outside laboratory.

9. **CONNECTIONS/COMPLETION CERTIFICATE:**

- a) It will be the responsibility of the Contractor to get the works approved and obtain completions, stage completions and occupancy certificates and necessary connection for building work, Electrical work, main water supply & sewerage connection, NOC from Fire Authority / Local Municipal / Govt. Authorities or other approved authorities for **Khajuraho, MP** region at his own cost. Rates quoted shall cover all expenses to be borne for obtaining above approvals / certificates.
- b) The contractor will be fully responsible for getting the Sewer, Water Connection & Electrical connection from the local bodies after completing all the formalities & obtaining their mandatory permission/ approval / N.O.C. and also final clearance/N.O.C. from the Fire & Lift Department .
- c) The date of *Physical* completion shall be only after the building and external works are *physically* complete as certified by the Engineer. Completion certificate shall be issued only after all required connections and NOCs for main Electric supply, water supply, sewerage connection, NOCs and completion certificates from Fire Authority, public health / Local Municipal / Govt. Authorities or other approved authorities for, **Khajuraho MP** region obtained by the contractor and handed over to the Employer.

d)The work shall be treated as completed only when the completion drawings as well as completion report & Completion certificate have been obtained by the contractor from all local bodies like MPDA, Fire Fighting, Public Health, Electrical department etc of Khajuraho, MP Govt, Physical Completion Certificate shall be recorded for the purpose of release of performance guarantee only. Performance Guarantee of the contractor shall be released only one year after physical completion

10. **Refund of security deposit.**

Security Deposit will be refunded by IRCTC at the end of expiry of license period/contract period subject to peaceful vacation of the licensed asset and premises by the licensee after settling all dues and arrears payable under this agreement by the licensee.



10.1 Release of Performance Guarantee.

The successful bidder shall submit a performance guarantee equivalent to Rs.25 lakh in the form irrevocable bank guarantee as per **Annexure-6**, valid for 3 years (i.e 2 years for construction period + 1 year for defect liability period) from the date of submission.

The performance guarantee shall be furnished by the successful bidder after the letter of award has been issued but before signing of the agreement.

In case the contract is terminated on account of any breach by the licensee, the performance guarantee or/and security deposit shall be forfeited in favour of IRCTC and the decision of IRCTC shall be final in this regard.

The performance guarantee will be released after completion and successful commissioning of Budget Hotel plus six months beyond that.

11. Name Board at Site

The Contractor shall prepare and display name board at site as per design approved by the Engineer. It shall have

- Name of Project
- Name of Employer
- Name of Consulting Architect (if any)
- Name of Project Management Consultant (if any)
- Name of Contractor
- Date of start

12. Adherence to instructions of Engineer/ Engineer-in-charge

Contractor during the execution of the contract and during maintenance/ defect liability period have to adhere to the instructions of Engineer/ Engineer-in-charge. In case contractor does not take cognizance to the written instructions of Engineer/ Engineer-in-charge within seven days of issue of written instructions to execute or repair some particular item/extra item/substituted item, Engineer – in-charge shall be at liberty to get the particular work/ item executed from any other party by collecting spot quotations as per departmental practice of quotations or at last accepted rate of any other contractor working in the area or elsewhere. In such case an amount equal to cost of work paid to the other party plus 20 % Departmental charges plus 20 % penalty shall be deducted from the payments/ security of the contractor. In such case Risk and cost action shall not be required till the cost of such items exceed more than 10% of Contract value. No action under this clause by Engineer –in charge, will not relieve the contractor from action under other clauses of the contract. The decision of Engineer – in – charge shall be final and binding on the contractor in such case.

13. Labour Laws to be complied by the Contractor: *The contractor shall get his construction workers, who are eligible for registration under the MP State / MPDA Building and Other Construction Workers (Regulation of Employment and Conditions of Service) latest Act, and rules made there under, registered under the said Act and Rules.*

14. Registration in Karamchari Kalyan Portal :- The service provider is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railway General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. The Manpower service provider shall register his firm/company etc. and upload requisite details of labour and their payment in this portal.

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These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

1. Licensee shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Nominated nodal officer of IRCTC shall approve the contractor's registration on the portal within 7 days of receipt of such request.
2. Licensee once approved by nodal officer, can create password with login ID (PAN.No.) for subsequent use of portal for all LoAs issued in his favour.
3. The Licensee once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned nodal officer. Acceptances LoA for approval of concerned nodal officer. The concerned nodal officer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
4. After approval of LoA by nodal officer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on sharmikkalyan portal on monthly basis.
5. It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after wage period.

While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee/ Security deposit', contractor shall submit a certificate to the Corporation/concerned nodal officer that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____Month, _____Year."

THE STAFF ENGAGED FOR SERVICE AGAINST WHOM MEDICAL CERTIFICATES AND TRAVELLING AUTHORITY HAVE BEEN ISSUED TO LOGGED/REGISTERED IN KARAMCHARI KALYAN PORTAL AS MENTIONED ABOVE.



12. GENERAL CONDITIONS OF CONTRACT

1) Definitions

‘The Contract’ means the documents forming the tender and acceptance thereof and the formal agreement executed between IRCTC and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from by the Employer / Consultant time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

- 1.1 **‘IRCTC / Employer** means Indian Railway Catering and Tourism Corporation Ltd. (IRCTC) and having its Registered & Corporate Office at 11th Floor, Statesman House, Barakhamba Road, New Delhi 110001 and includes its representatives, successors and assigns.
- 1.2 **‘Corporate Office’** means the Corporate Office of the IRCTC and includes any other offices as prescribed by IRCTC from time to time for that purpose.
- 1.3 **‘Sanctioning Authority’** means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Board.
- 1.4 **‘Site Engineer’** means an Engineer appointed by the Employer as their representative to give instructions and supervise the work of the contractor at site.
- 1.5 **‘The Contractor or Contractors’** means the firm or agency or individual engaged by the IRCTC to execute the work. It shall also include their legal representative(s), successors or assigns.
- 1.6 **Tender** The ‘Tender’ shall mean the notice inviting the Tender, the conditions of contract (Part I and Part II), the schedule of items / quantities or Bill(s) of quantities, the specifications (General and Particular), drawings, design(s) if any, the Schedule of Rates (if and as referred to in the documents), the Time Schedule and any other Schedule (s) and Annexes. All these documents taken together shall be deemed to constitute the Tender and all these documents shall be complementary to each other.
- 1.7 **‘Contract value’** means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- 1.8 **‘Tendered value’** means the value of the entire work as stipulated in the work order.
- 1.9 **‘Works’ or ‘work’** means the permanent or temporary work(s) described in the ‘Scope of Work’ and/or to be executed in accordance with the contract and includes materials,

apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

- 1.10 **Temporary work:** ‘Temporary Works’ shall mean all temporary works of every kind required in or around the works required for the proper execution, completion or maintenance of the works.
- 1.11 **‘The Site’** means the premises, into or through which work is to be executed under the contract or any adjacent premises which may be allotted or used for the purpose of carrying out the contract.
- 1.12 **‘Drawings’** means the drawings prepared by the Employer/Consultant and issued by the Consultant / Site Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Employer / Consultant / Site Engineer from time to time.
- 1.13 **‘Specifications’** means the specifications referred to in the tender and any modifications thereof as may be furnished or approved by the Employer / Consultant time to time.
- 1.14 **‘Market Rate’** means the rate as decided by the Employer on the recommendations of the Employer/Consultant based on the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned elsewhere to cover, all overheads and profits.
- 1.15 **‘Schedule(s)’** referred to in these conditions mean the relevant schedule(s) annexed to the tender papers.
- 1.16 **‘Local Controlling Authority’** means the Local Municipal Authority or any other appropriate statutory authority viz. Town Planning Department, Town Development Authority, Town/City Improvement Trust, Electricity Board, Water and Sewerage Department, Civil Aviation Authority, High-rise Building Committee, Lift Inspectorate, Telephone Department, Pollution Control Board, Fire Board and any other authorities as the case may be according to whose rules and regulations a building within its jurisdiction is to be designed and approval of the drawings to be obtained.
- 1.17 **‘Month’** means calendar month.
- 1.18 **‘Week’** means seven consecutive days.
- 1.19 **‘Day’** means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

2) **Scope and Performance:**

The contractor shall carry out complete work in every respect and upkeep the same till final acceptance strictly accordance with this contract and with the directions of and to the satisfaction of the Employer to be communicated through the Employer/Consultant. The Employer/Consultant at the directions of the Employer from time to time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as Employer/Consultant’s instructions in regard to the variation or



modification of the design, quality or quantity of work or addition or omission or substitution of any work. Any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications should be brought to the notice of Employer/Consultant before taking up the work.

3) **Work to be carried out**

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the work. The descriptions given in the BOQ shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

4) **Inspection of Site**

The Contractor shall inspect and examine the “Site” and its surroundings and shall satisfy himself before submitting his Tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the Site, the quantities and nature of work and materials necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his Tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

5) **Sufficiency of Tender**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

6) **Electricity for the Works**

The contractors shall make his own arrangements for obtaining electric services connection for construction purposes from the Electricity authorities. The responsibilities of obtaining the service connection and bearing all incidental expenses thereof, laying of service cables / overhead lines, fixing and maintaining energy meters, switches, connections etc., including payments to the electricity authorities for the power consumed shall fully rest with the contractor. The contractor shall ensure that all electrical installation carried out by him for construction purposes shall be, in strict conformity with the prevailing rules and regulations of the electricity authority.

7) **Payments of charges for Services Connections:**

All service connection to the proposed works (water supply, drainage and electricity) obtained for the beneficial use of the Client, all temporary water & electrical service connection obtained by the contractor for construction purposes shall be obtained at the contractor’s expenses and any payment towards connection fee or license fee and consumption charged by the authority concerned shall be borne by the contractor.

8) **Rates for Payment**

The rates given in the BOQ will form the basis of payment for such items under this contract.

- a. Should there arise any items which may be necessary for the completion of work but which does not appear in the Schedule of items, rates and Quantities attached with Tender, items rate will be fixed by analysis of actual inputs of all types including labour and material or derived from the labour and material rates given in the latest CPWD Standard Schedule of Rates. The rates for such non-scheduled items occurring during the course of construction shall be payable subject to the approval of the competent authority.

No items of work requiring non-schedule rates will be carried out unless ordered to do so by the IRCTC.

- b. Payment for the work done will be made to the contractor only when the formal agreement has been executed between the parties.

9) **Discrepancies and Adjustment of Errors**

- a. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale.
- b. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- c. Unless otherwise specified, latest CPWD Specifications for works shall be followed in general. Any additional item of work, if taken up subsequently, shall also conform to the relevant CPWD specifications mentioned above. Should there be any difference or discrepancy between the description of items as given in the schedule of quantities, general and special conditions of contract, particular specifications for individual items of work and I.S. Codes etc., the following order of preference shall be observed :

10) **Description of items as given in Schedule of quantities.**

- i. Special conditions of contract
- ii. General Conditions of contract
- iii. Particular specifications.
- iv. CPWD Specifications.
- v. I.S. Codes.
- vi. Decision of Employer / Site Engineer.



- 11) **Language**
The language in which the contract documents shall be drawn shall be English.
- 12) **Security Deposit/ Retention money**
In addition, the successful bidder has to pay Security deposit amounting to Rs.25 lakh before signing of agreement. The Earnest Money of the successful bidder will be adjusted against the Security Deposit. The Security Deposit may be given by firms in the form of DD in favour of IRCTC Ltd drawn on any schedule bank payable at Delhi
- 13) **Performance Guarantee**
(i) The successful bidder shall submit a performance guarantee equivalent to Rs.25 lakh in the form of irrevocable bank guarantee as per Annexure-I, valid for 3 years (i.e 2 years for construction period + 1 year for defect liability period) from the date of submission. The performance guarantee shall be furnished by the successful bidder after the letter of award has been issued but before signing of the agreement.
(ii) Failure of the successful Bidder to comply with the requirement of above shall constitute sufficient grounds for the annulment of the award of work.
The proceeds of the Performance guarantee shall be payable to IRCTC Ltd as compensation resulting from the Vendor's failures to complete its obligation under the contract. The performance guarantee will be released after completion and successful commissioning of Budget Hotel plus six months beyond that.
- 14) **Secured Advance**
No secured advance will be paid for any of the materials brought to site for carrying out the works under this contract.
- 15) **Mobilization Advance**
No mobilisation advance will be paid for this contract.
- 16) **Setting out Work**
The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same including correctness of the positions, levels, dimensions, and alignment of all parts thereof. The contractor shall get it approved from the Employer/Consultant before commencing and proceeding with the work. If at any time, any error in this respect appears during the progress of the works, irrespective of the fact that the layout had been approved by the Employer/Consultant, the contractor shall be responsible for the same. The contractor shall at his own expenses rectify such error, if so, required to satisfaction of the Employer / Consultant.
- 17) **Materials, Appliances and Employees**
The contractor shall, at his own expense, provide all materials, required for the works and no material required for carrying out the work shall be supplied by the Employer.
- 18) **Quality of Materials, Workmanship & Test**
All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Employer's / Consultant's /Site Engineer's instructions and shall be from time to time subject to such tests as the Employer / Consultant/Site Engineer may



direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing any material or part of the work before incorporation in the work for testing as may be selected and required by the Employer / Consultant/ Site Engineer. A list indicating names of various approved brands has been attached with the tender. The contractor shall, wherever, applicable use material as per the approved brand only.

19) Work to be executed in accordance with specifications, drawings, orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Employer / Consultant and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of execution.

20) Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Employer / Consultant including all the superior officers, officer of the Quality Control Organisation of the Board and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

In such case, the Employer on the recommendations of Employer/Consultant may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Employer on the recommendations of Employer/Consultant may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the items and the structure or he may reject the work outright without any payment and / or get it and other connected and incidental items rectified, or remove and re-executed at the risk and cost of the contractor. Decision of the Employer to be conveyed in writing in respect of the same will be final and binding on the contractor.

21) Contractor to supply tools & plants etc.

The contractor shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Employer / Consultant as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work.

22) **Protection of works and property**

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Employer's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control.

He shall take adequate care and steps for protection of the other floors and adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The contractor shall take necessary insurance covers as specified above and elsewhere in the contract at his own cost. The policy shall be taken in joint names of the contractors and Employer.

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any.

23) **Assignment and subletting**

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Employer through the Employer and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

The contract shall not be assigned or sublet without the written approval of the Employer. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employment of Employer / Consultant or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Employer shall have power to adopt any of the courses specified under clause of "when contract can be determined" hereof as the Employer may deem best suited to the interest of Employer and in the event of any of these courses being adopted the consequences specified in the said Clause of shall ensure.

24) **Contractor's superintendence**

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Employer / Consultant may consider necessary until the expiry of the defects liability period, stated hereto. The contractor shall depute necessary technical staff for supervision of work.

25) **Dismantled material Employer property**

The contractor shall treat all useful materials obtained during dismantling of the premises as Employer's property and such materials shall be disposed off to the best advantage of Employer according to the instructions in writing issued by the Employer / Consultant.

26) **Maintenance of Registers**

The contractor shall maintain the following registers at site of work and should produce the same for inspection of the Employer / Consultant whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Govt from time to time.

- i) Daily progress register
- ii) Site order book

27) **Permits, Laws and Regulations**

Permits and licences required for execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give necessary notices and comply with the local regulations, laws, ordinances rules, applicable for execution of work. If the contractor performs any act which is against the local law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Employer against any legal actions arising there from. The contractor shall arrange to obtain completion certificate from the relevant local authority after completion of work. The rates quoted by the contractor are inclusive of obtaining such approval(s) and nothing extra beyond quoted rates shall be paid to the contractor on this account.

28) **Compliance of Labour Laws, Local Laws, Acts, Regulations**

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

- i. Minimum Wages Act, 1948 (Amended)
- ii. Payment of Wages Act 1936 (Amended)
- iii. Workmen's Compensation Act 1923 (Amended)
- iv. Contract Labour Regulation and Abolition Act 1970 and Central Rules thereunder.
- v. Apprentice Act 1961 (as Amended from time to time)
- vi. Industrial Employment (Standing Order) Act 1946 (as Amended from time to time)
- vii. Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- viii. Employees' Provident Fund, ESI and Miscellaneous Provisions Act 1952 and amendment thereof
- ix. Shop and Establishment Act
- x. Any other Act or enactment relating thereto and rules framed there under from time to time.

29) The contractor shall obtain a licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

30) **Commencement of Works**

The date of commencement of the work will be reckoned as 15-days from the date of issue of work order by Employer or from the 1st day the site is handed over / made clear for execution of work, whichever is later.

31) **Compensation for delay**

Time **allowed for execution of the Works** shall be strictly observed by the contractor. The entire work shall be completed within a period of **24 months** from the date of commencement of work. If required in the contract or as directed by the Employer / Consultant, the contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

If the contractor fails to maintain the required progress in terms of relevant clause of contract agreement or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation in the form of liquidated damages the amount calculated at the rates stipulated below:

½ % of the contract amount per week subject to a maximum of 10% of the contract amount. The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this contract with the Employer.

32) **Time & extension**

The time allowed for execution of the Works as per stipulated completion period or the extended time in accordance with these conditions shall be the essence of the Contract. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Employer / Consultant is slow, to ensure the completion of the whole of the work by the prescribed time or extended time for completion, the Employer / Consultant shall thereupon take such steps as considered necessary by the Employer / Consultant to expedite progress of work so as to complete the work by the prescribed time or extended time. Such communications from the Employer / Consultant neither shall relieve the contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

32.1) If the work(s) be delayed by:

- force majeure, or
- abnormally bad weather, or
- serious loss or damage by fire, or
- civil commotion, location commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- delay on the part of other contractors or tradesmen engaged by Employer in executing work not forming part of the Contract, or
- non-availability of stores, which are the responsibility of government to supply or
- non-availability or breakdown of tools & plants to be supplied or supplied by government or
- any other causes which, in the absolute discretion of the Employer is beyond the Contractor's control.



Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Employer through Engineer in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer in-charge to proceed with the works.

- a) Request for extension of time, to be eligible for consideration, shall be made by the contractor in writing within two days of the happening of the event causing delay. The Contractor may indicate in such a request the period for which extension is desired.
- b) In any such case, the Employer on the basis of recommendations of Engineer in-charge will give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Employer in writing, within 7 days of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Employer and this shall be binding on the contractor.

32.2 In the event of any failure or delay by the purchaser to hand over the Contractor possession of the site/lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the purchaser due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore but in any such case, the purchaser may grant such extension or extensions of the completion date as may be considered reasonable.

33) Virtual Completion Certificate (VCC)

Soon after the completion of the work, the contractor shall give notice of such completion to the Employer / Consultant and within 3 days of the receipt of such notice, the Employer / Consultant shall inspect the work and if there is no defect in the work, the Employer/Consultant on behalf of the Employer shall furnish the contractor with a virtual completion certificate, otherwise a provisional virtual completion certificate of physical completion indicating defects (a) to be rectified by the contractor and / or (b) for which payment will be made at reduced rates, shall be issued.

On successful completion of entire works covered by the contract to the full satisfaction of the Employer, the contractor shall ensure that the following works are also completed to the satisfaction of the Employer.

Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.

- a) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the Employer and not incorporated in the permanent works.
- b) Remove all rubbish, debris etc. from the site as required by the Employer.
- c) Shall put the Employer in undisputed custody and possession of the site.
- d) Shall hand over the work in a peaceful manner to the Employer.
- e) All defects/imperfections have been attended and rectified as pointed out by the Employer / Consultant to the full satisfaction of Employer.
- f) Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to the Employer/Consultant for virtual completion of the work. The Employer/Consultant shall within seven (7) days of the receipt of the application for virtual completion certificate (VCC), issue a VCC in respect of the work for which the VCC has been applied.



g) This issuance of a VCC shall be without prejudice to the Employer's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the Employer against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

34) When Contract can be determined

Subject to other provisions contained in this clause, the Employer may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the cases

35) Suspension of work

i) The contractor shall, on receipt of the order in writing of the Employer (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as the Engineer in-charge may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

- a. On account any default on the part of the contractor, or
- b. For proper execution of the works or part thereof for reasons other than the default of the contractor, or
- c. For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Employer / Consultant.

ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above :
The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

If the works or part thereof is suspended on the orders of the Employer for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Employer requiring permission within fifteen days from receipt by the Employer of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the Employer or where it affects whole of the works, as an abandonment of the works by the Employer, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Employer. In the event of the contractor treating the suspension as an abandonment of the contract by the Employer, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Employer on the recommendations of the Employer/Consultant may consider reasonable, in respect of salaries and / or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided, the contractor submits his

claim supported by details to the Employer within 30 days of the expiry of the period of 3 months.

36) Foreclosure of contract due to abandonment or reduction in scope of work

If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the work for any reason whatsoever and does not require the whole or any part of the works to be carried out, the Employer shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

37) Cancellation of contract in full or part in Events of default

IRCTC shall have the right to terminate the agreement forthwith at the cost and consequence of the contractor in the following events:

If contractor:

- i) at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Employer; or
- ii) commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Employer; or
- iii) fails to complete the work, on or before the stipulated date of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Employer or
- iv) In event of the contractor being convicted by the court of law under criminal procedure code or any other law.
- v) In the event of proprietor or firm being judged insolvent, or any proceedings for liquidation or composition under insolvency Act, or the firm dissolved under the Indian Partnership Act or in the Service provider being a company, if the company shall pass any resolution to wind up business either compulsorily or voluntarily or is convicted by any court of law.
- vi) Repudiation of agreement by contractor or otherwise evidence of intention not bound by agreement,
- vii) Failure to comply with any statutory law or non-payment of any of the statutory taxes.

IRCTC shall be entitled to forfeit the whole or in part of the security deposit / Performance guarantee besides terminating the agreement.

The Consultant / Site Engineer shall on such cancellation by the Employer have powers to: take possession of the site and any materials, constructional plant, implements, stores, etc. thereon; and / or carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the Employer through Employer/Consultant shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by Employer. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by Employer in completing the works or part of the works or the excess loss or damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy

available to Employer in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Employer shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary buildings, etc and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to Employer and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by Employer of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

38. No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
39. If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the IRCTC that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and IRCTC shall be discharged and released of all liabilities under the contract in respect of these claims.

40. Obligation during Pendency of Arbitration:

Work under the contract shall, unless otherwise directed, continue during the arbitration proceedings, and no payment due or payable by IRCTC shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

41. Appointment of Arbitrator:

- i. In cases where the total value of all claims in question added together does not exceed Rs. 25,00,000 (Rupees twenty five lakh only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be nominated by the CMD/IRCTC. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by CMD.
- ii. In cases not covered by the Clause above, the Arbitral Tribunal shall consist of a Panel of three arbitrators. For this purpose, IRCTC will send a panel of more than 3 names of Officers which may also include the name(s) of retired Railway Officer(s) empanelled to work as Arbitrator to the contractor/licensee/service provider within 60 days from the day when a written and valid demand for arbitration is received by the CMD/IRCTC.
- iii. Contractor/licensee/service provider will be asked to suggest to CMD at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by IRCTC. CMD/IRCTC shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst

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- the 3 arbitrators so appointed. CMD/IRCTC shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees.
- iv. If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the CMD/IRCTC fails to act without undue delay, the CMD/IRCTC shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).
 - v. The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The Arbitral Tribunal should record day to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
 - vi. While appointing arbitrator(s) under Sub-Clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute or differences.
 - vii. The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.
 - viii. A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.
 - ix. A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
 - x. In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
 - xi. The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by IRCTC from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by IRCTC from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by IRCTC Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
 - xi. Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and any statutory modifications thereof shall apply to the arbitration proceedings under this Clause.

42) Force Majeure

- 42.1) Neither contractor nor IRCTC shall be considered in default in Performance of their obligations if such Performance is prevented or delayed by events such as war, hostilities, revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other

- cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.
- 42.2 As soon as the cause of force majeure has been removed, the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 42.3 From the date of occurrence of a case of force majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting therefrom having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- 42.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more, the two parties shall mutually decide regarding the future execution of this contract.
- 43) **Liability and Indemnity:** The bidder agrees to defend, indemnify and hold harmless IRCTC and their respective officers, directors, employees and agents (collectively the “Indemnified Persons”) and its associated companies from and against any and all claims, actions, damages, expenses, costs (including legal costs) and other liabilities actually incurred by IRCTC arising as a result of any negligence, breach of contract or warranty, or any other wrongful act or default on the part of the Bidder, its employees, agents, representatives.
- 44) **Peaceful handing over of the premises**
It shall be the responsibility of the contractor to see that the premises under furnishing is not occupied by anybody unauthorisedly during execution of work and is handed over to the Employer with vacant possession of complete furnishing. If such premises though completed is occupied illegally, then the Employer shall have the option to refuse to accept the said premises in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy upto 5% of tendered value of work may be imposed by the Employer whose decision shall be final both with regard to justification and quantum and be binding on the contractor.
However, the Employer through a notice may require the contractor to remove the illegal occupation any time on or before completion and delivery of the work.
- 45) **Contractor liable for damages, defects during defects liability period**
If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, enclosure, water pipe, cables, drains, electric or telephone post or wires, contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within 12 months of issue of virtual completion certificate issued by the Employer/Consultant on behalf of the Employer as aforesaid arising out of defect or improper materials or workmanship, the contractor shall, upon receipt of a notice in writing on that behalf through the Employer/Consultant, make the same good at his own expense or in default, the Employer cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit.
- 46) **Accidents**
The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Employer /

Consultant. The contractor shall also report such accident immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

47) With-holding and lien in respect of sums due from contractor

Whenever any claim or claims for payment of sum of money arises out of or under the contract or against the contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Employer shall be entitled to withhold the security deposit, if any furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Employer pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or money so withheld or retained under the lien referred to above by the Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / limited company as the case may be, whether in his individual capacity or otherwise.

48) Compensation during warlike situations

The work (whether fully completed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Employer and a certificate from Employer to the effect obtained. In the event of the work or any materials property brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Employer / Consultant to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Employer / Consultant, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Employer through the Employer/Consultant. The contractor shall be paid for the damages / destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Employer.

49) Apprentices Act provisions to be complied with

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The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Employer may, in his direction, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

50) Jurisdiction of Court

50.1 Jurisdiction of court will be New Delhi only.

Signature of the tenderer/s _____

Address _____





INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED
(A Government of India Enterprise)

E-Tender
FINANCIAL BID DOCUMENT
(PART-II)

OF

TWO PART BID SYSTEM

E-Tender No. 2018/IRCTC/INFRA/BUDGET HOTEL/KHAJURAHO

**E-Tender for “Construction, operation and maintenance of IRCTC
Budget Hotel at Khajuraho.”**

NOTE:- Tenderers are requested to see for any Addendum/Corrigendum Slips issued to this tender. The addenda/corrigenda if any, will be available for issue during tender sale period in IRCTC office mentioned above and on website, <http://www.irctc.com>>current tenders or on website www.tenderwizard.com/IRCTC.

FINANCIAL BID- PART-II

Group General Manager/Infrastructure

Indian Railway Catering and Tourism Corporation Ltd.
11th Floor, Statesman House,
B-148 Barakhamba Road
New Delhi-110001.

Sub: - Bids for Construction, Operation & Maintenance of Budget Hotel at Khajuraho.

- 1) I/We accept the terms and conditions mentioned in the Bid Document that 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 construct, operate & maintain Budget Hotel within the time frame given by the IRCTC Ltd. 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 IRCTC reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
- 5) I/we undertake that at the end of the license period, the Hotel will be handed over to IRCTC complete with all its fittings, fixtures, furnishing, furniture, all machinery and plants or any other equipments in working conditions.
- 6) Payment of annual amount of license fee for each year will be made to IRCTC in advance in two equal instalments on six monthly basis at least 15 days before the start of the six monthly period. The six monthly period is April to September and October to March i.e. for the period from April to September, the payment should be before 15th March. For first instalment however, the payment will be made on pro-rata basis commissioning of hotel by the licensee up to the month of March or September as the case may be. License fee will be due from date fixed by IRCTC for commissioning and operation of hotel.
- 7) The bidder quoting the highest license fee in terms of percentage (%) Gross of annual revenue quoted in financial bid for all years shall be awarded the contract.
- 8) The Financial offer will remain open for acceptance for 120 (One hundred and Twenty) days from the date of submission of tender.
- 9) GST on license fee will be paid by the bidder
- 10) The bidder shall pay license fee in lieu of license right of the site. The license fee has two components. One fixed and other variable to be quoted by the bidder. The fixed components of license fee yearwise is stipulated in the following table, the other component will be quoted by the bidder in the table:



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Year	Annual Fixed Minimum Licence fee (₹) (A=A1+A2)		Interest on Installment disbursed @10% per annum (A2)	Projected Net Turnover Exclusive of taxes (Gross Annual Revenue from operation of Budget Hotel) (In Rs Lacs)	Lumpsum Variable License Fee as percentage of Gross Annual Revenue from operation of Budget Hotel (B) * (Excluding of taxes)	
	Fixed (Rs.in Lacs excluding taxes) (A1)				% (In figures)	In words
	In figures	In words				
Start of 1 st year (from the date of issue of LOA)	NIL		This will be calculated based on date of disbursement and interest of 02 years & the amount achieved will be recovered as capital as per formula of capital recovery.			
Start of 2 nd year	NIL					
Start of 3 rd year	2522500	Rupees Twenty five lacs twenty two thousand and five hundred only		137,97,000		
Start of 4 th year	2542500	Rupees Twenty five lacs forty two thousand and five hundred only		144,86,850		
Start of 5 th year	2560000	Rupees Twenty five lacs sixty thousand only		162,97,706		
Start of 6 th year	2586250	Rupees Twenty five lacs eight six thousand two hundred and fifty only		171,12,592		
Start of 7 th year	2608750	Rupees Twenty six lacs eight thousand seven hundred and fifty only		191,66,103		
Start of 8 th year	2683750	Rupees Twenty six lacs eighty three thousand seven hundred and fifty only		201,24,408		
Start of 9 th year	2793750	Rupees Twenty seven lacs ninety three thousand seven hundred and fifty only		211,30,628		
Start of 10 th year	2843750	Rupees Twenty eight lacs forty three thousand seven hundred and fifty only		221,87,159		
Start of 11 th year	2906250	Rupees Twenty nine lacs six thousand two hundred and fifty only		232,96,517		
Start of 12 th year	3023750	Rupees Thirty lacs twenty three thousand seven hundred and fifty only		244,61,343		
Start of 13 th year	3098750	Rupees Thirty lacs ninety eight thousand seven hundred and fifty only		256,84,410		



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Start of 14 th year	3178750	Rupees Thirty one lacs seventy eight thousand seven hundred and fifty only		269,68,631		
Start of 15 th year	3261250	Rupees Thirty two lacs sixty one thousand two hundred and fifty only		283,17,063		
Start of 16 th year	3546250	Rupees Thirty five lacs forty six thousand two hundred and fifty only		297,32,916		
Start of 17 th year	3558750	Rupees Thirty five lacs fifty eight thousand seven hundred and fifty only		312,19,561		
Start of 18 th year	3564500	Rupees Thirty five lacs sixty four thousand and five hundred only		327,80,540		
Start of 19 th year	3566250	Rupees Thirty five lacs sixty six thousand two hundred and fifty only		344,19,567		
Start of 20 th year	3577500	Rupees Thirty five lacs seventy seven thousand and five hundred only		361,40,545		
Start of 21 st year	3587500	Rupees Thirty five lacs eighty seven thousand and five hundred only		379,47,572		
Start of 22 nd year	3125000	Rupees Thirty one lacs and twenty five thousand only		398,44,951		

*** Note:**

1. Lumpsum variable license fee is to be quoted as percentage of annual gross revenue from operation of budget hotel and will be payable in each financial year along with fixed license fee. **Qualifying Bidder quoting the highest bid i.e. highest percentage of annual gross revenue from operation of budget hotel will be successful bidder.**
2. **Only One figure in Lumpsum Variable License fee as percentage of gross annual revenue from operation of budget hotel is to be quoted which will be applicable to entire tenure of the license. In case net turnover is more than the projected net turnover then the license fee shall be payable on the actual net turnover.**

Note: (i) In case of discrepancy in the amount quoted in figure and words, the amount written in words will be taken into consideration.

(ii) The licensee will have to pay sum of fixed (A) and amount quoted by the bidder (B) as the licensee fee per annum.

(iv) GST on license fee shall be paid by the bidder.

Note: - Any overwriting, correction or insertion will not be accepted.

Signature of the authorized signatory
Name & Designation:

Date and Place

Name of the Firm/Company



1.0 SCOPE OF WORK FOR BUDGET HOTEL

IRCTC will provide space, on “as is where is basis”. The Budget Hotel will have the following characteristics:

1.1	Performance Guarantee	<p>The successful bidder shall submit a performance guarantee equivalent to Rs.25 lakh in the form of irrevocable bank guarantee as per Annexure-6, valid for three years from the date of submission.</p> <p>The performance guarantee shall be furnished by the successful bidder after the letter of award has been issued but before signing of the agreement.</p> <p>Whenever contract is rescinded, performance guarantee shall be encashed along with forfeiture of Security Deposit.</p>
1.2	Services/ Facilities in the “Budget Hotel& Rooms”	<p>The following facilities may be provided in the Budget Hotel: -</p> <ol style="list-style-type: none">1. Entry to the Hotel Rooms will be access controlled preferably through “Smart Card”2. Comfortable sitting arrangements in lobby i.e Chairs, Table, Table lamp etc.3. Wheel chairs – for Senior Citizens / Handicapped4. Wi-Fi- all areas.5. Business Centre/Enclosure with phone, fax, laptop facility6. Television7. Instrumental Music8. Locker facility/Luggage rack.9. Newspapers and magazines – to be displayed at the Reception Desk of Budget Hotel for use of customers.10. Travel desk – for ticket, hotel, cab booking license to cell IRCTC travel packages as advise by IRCTC etc.11. Other facilities such as printing, fax, photocopy, retail of other items etc.12. All additional facilities to be provided in Restaurant, Bar, Coffee shop, Laundry, room services etc.13. Any other facility as advised by IRCTC and mutually agreed between both the parties.
1.3	Provision and maintenance of infrastructure and	<p>Licensee shall be responsible for maintenance of “Budget Hotel” in all aspects, providing high standard of cleanliness.</p>
1.4	Rates of tarrif of rooms and additional facilities.	<p>Tariffs of the room and other facilities will be market driven. Copy of the tariff charge shall be made accessible to IRCTC at any time.</p>
1.5	Service requirement and general standards	<p>The service requirements and general standard of the hotel should be as per the latest market trend to attract optimal business.</p>
1.6	Adequate Infrastructure	<p>IRCTC will provide space on ‘as is where is basis’ and free from all encumbrances to the Licensee on license basis. The successful</p>



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		<p>parties will have to create requisite infrastructure and equipment, genset etc. under supervision of IRCTC for production and distribution of services suitable for ensuring satisfactory services and handling of food under hygienic conditions especially in Restaurants & Banquet Hall.</p> <p>Broad description of the construction/facilities</p> <ol style="list-style-type: none"> 1. Facility and the room should be Air conditioned 2. Proper lighting to be provided 3. Controlled Entry/Access to each Room. 4. Decent Sitting arrangement with cushioned chairs, Table in each Room 5. Marble/Wooden flooring, Falseceiling in all Rooms. 6. Granite flooring for toilets, Tiles on walls up to ceiling, Stainless steel good quality faucets with geysers 7. HMS as per suitability should be installed for use as per latest industry norms.
1.7	Provision of manpower	<p>The Licensee may provide service on 24X7 basis or as mutually decided. In each shift they should provide the minimum staff as indicated below.</p> <ul style="list-style-type: none"> • One Senior Executive for Budget Hotel to be overall responsible. • The requirement of staff for “Budget Hotel” in each shift <ul style="list-style-type: none"> ➤ One Host in the reception ➤ Adequate number of service staff . ➤ attendant and helper/cleaners. ➤ Adequate cleaners <p>The staff should be pleasant looking, trained, courteous, & uniformed, with fluency in spoken English & Hindi. The staff should greet each passenger. The stewards should be well versed with the expected etiquettes. They should be dressed neatly.</p>
1.8	Machinery and Plants/Equipments	<p>Licensee will arrange all machinery & plants as well as equipment so required for the operation of “Budget Hotel” and its maintenance and upkeep etc.</p>
1.9	Promotional activities	<p>Promotional activities such as free gifts, joyride etc., within the Budget Hotel premises are permitted.</p>
1.10	Ban on sale of Items	<p>The items as prohibited by Law shall not be sold in the Budget Hotel, or any other item prohibited by local Laws/ guidelines. Beef and Pork shall not be used in any form in any food items.</p>
1.11	Supply of Rail Neer by IRCTC	<p>Licensee may use any branded packaged drinking water in parallel to Rail Neer Packaged drinking water. Licensee will promote Rail Neer Package drinking water but sale of Rail Neer will be strictly on MRP rates only.</p>
1.12	ISO Certification	<p>Licensee will be required to get the unit ISO certified, within one</p>



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		year of operation of the unit through agencies authorized by NABCB or QCI or as advised by IRCTC.

2.0 PERIOD OF LICENSE

2.1	Total tenure of License	:	Term of License for Budget Hotel will be 20 years from the date of commissioning of the Hotel. The licence may be extended for a further period of 03 years subject to satisfactory performance and payment of all dues, arrears with an increase of 10% of the existing License Fee and fixed user charges fee per year at the end of license period.
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3.0 FINANCIAL TERMS AND CONDITIONS

3.1	Payment of Licence Fee	:	Payment of annual amount of license fee consisting of fixed charges & variable charges for each year will be made to IRCTC in advance in two equal installments on six monthly basis at least 15 days before the start of the six monthly period. The deposit of licensee fee shall not be subject to any issuance of demand letter/ advice by IRCTC. Payment of annual amount of license fee for each year will be made to IRCTC in advance in two equal installment on six monthly basis on projected turnover at least 15 days before the start of the six monthly period. Balance amount of license fees will be recovered after receiving the audited financial turnover, if any. The six monthly period is April to September and October to March i.e. for the period from April to September, the payment should be before 15 th March. For first installment however, the payment will be made on pro-rata basis before commission of Hotel by the sub-licencee up to the month of March or September as the case may be. License fee will be due from date fixed by IRCTC for handover of land or actual takeover by the licensee whichever is earlier. Licensee shall be bound to take over the site as instructed by IRCTC.
3.2	Refund of License fee	:	In case of pre-mature termination of Contract due to any reason by IRCTC, other than the default/act/omission of Licensee, license fee without interest will be refundable. For part of the month it will be done on pro-rata basis..
3.3	Security Deposit	:	In addition, the successful bidder has to pay Security deposit amounting to Rs.25 lakh before signing of agreement . The Earnest Money of the successful bidder will be adjusted against the Security Deposit. The Security Deposit may be given by firms in the form of DD in favour of IRCTC Ltd drawn on any schedule bank payable at Delhi. The security deposit shall remain valid for entire contract period and will

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			be refunded only after peaceful handing over of the property.
3.4	Performance Guarantee	:	The successful bidder shall submit a performance guarantee equivalent to Rs.25 lakh in the form irrevocable bank guarantee as per Annexure-6 , valid for 3 years (i.e 2 years for construction period + 1 year for defect liability period) from the date of submission. The performance guarantee shall be furnished by the successful bidder after the letter of award has been issued but before signing of the agreement. Whenever contract is rescinded, performance guarantee shall be encashed along with forfeiture of Security Deposit.
3.5	Refund of Security Deposit	:	The Security Deposit will be refunded without interest by IRCTC at the time of peaceful vacation of the premises by the Licensee after providing for settlement of all dues or arrears arising out of the use of premises by the Licensee.
3.6	Maintenance of record of gross sales turn over	:	Licensee will be required to maintain proper record of daily sales to ascertain the Gross Sales Turnover and make it available for inspection by IRCTC. The Licensee shall maintain full records pertaining to the Budget Hotel (accounts, vouchers, bills etc.).
3.7	Interest on late payment	:	The delayed payments of License fee, without prejudice to any other rights of the IRCTC provide herein will attract interest @ 18% per annum calculated for the number of days of default.
3.8	Recovery of outstanding amount	:	IRCTC reserves the right to recover any outstanding dues from the Licensee by adjusting the same against any amount/security of the Licensee or any amount payable to the Licensee either under this contract or any other contract.
3.9	Mode of payment	:	License fee, Security Deposit and any other dues shall be payable through Demand Draft/Banker's Cheque or RTGS at the City of respective Zonal Offices in favour of IRCTC Ltd.
3.10	Annual returns	:	Licensee shall submit the annual returns of statutory taxes to IRCTC. Annual audited accounts for the unit should also be submitted every year on or before 30th September of the following financial year.

4.0 OBLIGATIONS AND RIGHTS OF LICENSEE

4.1	Construction of Budget Hotel	:	Licensee will construct the Budget Hotel as per the approved plan within the area specified in bid documents in accordance with applicable building bye laws. The plans will be forwarded by IRCTC for approval by the Local Authorities. The Licensee would be required to prepare plans and drawings for approval of Local authorities. IRCTC will finance ₹2.5 Crores in instalments after
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			assessing the value of work at site and as per payment schedule given.
4.2	Advertisement & Marketing		Advertisement, marketing and other promotional actions regarding Budget Hotel will be done by Licensee.
4.3	Issuing of Bills	:	The proper bill for any services shall be issued to guests/passengers by Licensee. TIN no, Service Tax, and any other taxes as per govt. rules and guidelines of concerned authorities shall be mentioned in the bill.
4.4	Waste disposal	:	The Licensee would have to arrange for adequate solid waste disposal system generated from Hotel. Licensee will arrange collection of garbage after each service and ensure its proper disposal as per standards laid down / guidelines from time to time.
4.5	Payment of other charges	:	<p>Payment of water, electricity and other charges: Licensee would pay the required charges for connection and utilization of electricity, water consumption, conservancy and other applicable municipal and other taxes, if applicable, on actuals.</p> <p>In case of default, in payment of any dues, IRCTC reserves the right to recover the pending amount by deducting it from the Security Deposit/any other amount payable to the Licensee. It will also charge an interest of 18% per annum for the number of days in default until the balance pending payments is cleared.</p>
4.6	Maintenance of Premises	:	The Licensee would arrange for the Fit-outs or interiors of the Budget Hotel as well as its regular maintenance. The Licensee would arrange for the air-conditioning and appropriate ventilation systems. The appropriate power backup would be arranged by the Licensee for all the locations. Painting and colour washing may be done at least once in a year.
4.7	IRCTC Branding	:	Unit will be IRCTC-branded unit. The distribution of display space on the Outer façade and other areas of the unit, will be broadly as approved by IRCTC from time to time. Licensee shall submit its proposals for approval by IRCTC.
4.8	Certificates/ Permissions	:	Licensee will obtain necessary certificates/permissions as required by law such as FSSAI, NOC for health or as required as per the central/local regulations from the competent authorities. In case of any offense on the Contracted premises, Licensee will be solely responsible for its penalty and consequences.
4.9	Medical examination of staff	:	Will take care of the same as per required standards.



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4.10	Right of user's only	:	The Licensee will operate the Budget Hotels during the term of Contract on which he would have no legal claim other than that of a user. Premises shall be deemed to be public premises as defined in the Public premises (Eviction of Unauthorized Occupants) Act 1971 and any amendments thereto.
4.11	Dealing in Forex	:	approval. Licensee shall not dealing acitivity without prior approval of IRCTC
4.12	Relation of Licensee's labour	:	The employees, contractors, Licensees etc. of the Licensee will not be in any contractual relation either with the IRCTC or the Indian Railways. There is relationship between the Licensee&IRCTC as principle to principle basis.
4.13	General liability insurance of any person	:	The Licensee will bear the cost, throughout the term of the Contract, for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the said premises, including death or injury caused by the negligence of the Licensee or the Licensee's failure to perform its obligation under the agreement. The Licensee shall pay all liability as such fault above.
4.14	Inspection by Food/Health Inspectors	:	Licensee will also be obligated to get his premises inspected by Food/Health inspectors in addition to having a food Contract from concerned authorities. Licenseewill make available the premises for the inspection by the IRCTC or any person so authorized by the IRCTC at any time.
4.15	Compliance of Food Safety and Standard Act (FSSAI)	:	Licensee shall be responsible for the compliance of the provisions of Food Safety and Standard Act, 2006 or any other amendments thereto.
4.16	Compliance of statutory law	:	Licensee shall be responsible for compliance with applicable laws such as GST, Provident Fund Law, Labour Law or any other law of the land and registration/approval from statutory authority, if required. If any case or proceedings/liability are instituted against IRCTC on account of non-compliance of any statutory law or non-payment of any of the taxes, the Licensee agrees to pay to IRCTC, the cost imposed, if any, and also the cost of litigation.
4.17	Use of standard products/FSSAI Approved	:	All food ingredients being used for preparation/service to the passengers shall conform to provisions of Food Safety and Standard Act and all these items should have IRCTC's approval.
4.18	No unlawful/ illegal activity	:	Licensee shall not carry on any unlawful immoral or illegal activity at the station.



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4.19	Provision of suggestion book	:	The Licensee shall keep a suggestion book at a conspicuous place where the passengers can register their suggestions without any difficulty.
4.20	Eco Friendly / bio-degradable Material.	:	Licensee shall preferably Eco-friendly/bio-degradable packaging material The Licensee will do garbage collection and disposal in a satisfactory manner.
4.21	Provision of fire extinguishers	:	The Licensee shall provide sufficient capacity and quantity of fire extinguishers. Upkeep and maintenance of the fire extinguishers shall be the responsibility of the Licensee.
4.22	Fire Fighting training	:	All the staff deputed in at the locations to be trained in firefighting and a competent certificate issued by the Competent Authority should be available at the Locations.
4.23	Standard of services	:	The Licensee is expected to provide good quality of food and beverage at reasonable price/MRP, in hygienic and presentable conditions. Maximum retail price, manufacturing date, expiry date, batch no. etc. should be printed on the packages. Waiter should service with disposable food grade gloves.
4.24	Service wares and Storage etc.	:	Crockery, cutlery, napery and other service wares used in the Locations are required to be of good quality as per industry norms.
4.25	Staff	:	The staff to be deployed at the locations must be well groomed and wear neat and clean uniforms with name badges. Staff must be courteous and polite to every passenger at all times. Staff must be trained in catering services and the service should be of a high order. An adequate area should be earmarked for staff changing and dining facilities.
4.26	Reg. provision of gas burners/cylinders etc.	:	The gas burners/cooking ranges should be ISI approved and covered by a suitable maintenance contract by the Licensee. The safe working of equipment and adherence to the regulations of local authorities
4.27	Provision of catering services in emergent situations	:	The Licensee will be required to provide catering services on demand to Railway personnel and passengers in case of emergencies, accidents, and restoration. Payments will be made subsequently on presentation of bills.
4.28	Cleaning of utensils	:	The Licensee shall ensure that utensils, crockery etc. are washed and cleaned with clean water and standard quality detergent/soaps.



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4.29	Damage to IRCTC premises	:	The Licensee shall be responsible for all damages caused to the IRCTC premises arising out of facts of omission and commission of their staff.
4.30	Licensee to provide other services	:	The Licensee shall undertake to render any other service as may be required of him by the IRCTC on mutually acceptable terms.
4.31	Cancellation/ withdrawal/ non-operation of Budget Hotel s	:	In case the cancellation/withdrawal/non-operation of the Budget Hotel s at station is for a period of 30 days or more, the agreement will be in abeyance. The tenure of the agreement will be extended by corresponding period at the restoration of Budget Hotel/s.
4.32	Handing over of premises	:	Upon the expiration of this agreement or its earlier termination in accordance with the terms, conditions, obligations hereof the Licensee shall handover the said premises with all furniture, fixtures, equipment etc. therein in good condition to the IRCTC
4.33	Enquiry into the antecedents of the 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 local Police and shall issue an appointment certificate (signed by 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 on duty. The expenses for such verification are to be borne by the Licensee.”
4.34	Provision of space for IRCTC	:	For effective supervision & control by IRCTC, it is necessary to provide space/cubicle/ room of minimum of 10 feet X 10 feet for IRCTC Official in the Budget Hotel s.
4.35	Payment of other charges & Backup	:	Payment of water, and other charges:- Licensee would pay the required charges for connection and utilization of electricity, water consumption, conservancy and other applicable municipal and other taxes, if applicable, on actual. Licensee will assess the water consumption and electricity load requirements and apply for getting the same to concerned authorities through IRCTC. In case, the authority express their inability to provide the requisite electrical load/water quantity from their installations, then Licensee shall be responsible for arranging the electricity/ water connection from state/ local authorities subject to clearance from authorities. Licensee will install genset of adequate capacity



5.0 OBLIGATION AND RIGHTS OF THE IRCTC

5.1	Issue of medical Certificate	:	Licensee should provide medical certificates to the staff of the Licensee.
5.2	Inspection by IRCTC	:	IRCTC will inspect/check the services for reviewing its standards, quality and variety of food items, standards for maintenance of cooking areas and washing areas, disposal systems etc. of the Licensee at any time and may authorize any person or agency for this purpose to access the performance of Licensee. In case of unsatisfactory performance or complaint of any nature, IRCTC will be competent to initiate suitable action against the Licensee including termination of the Contract as per the terms and conditions of the agreement.
5.3	Right to resume the possession of the premises	:	The IRCTC administration reserves the right to resume possession of the leased premises, if required for the purpose of working of the IRCTC/ Railways.
5.4	Electricity and Water Connection	:	IRCTC will assist in getting the electricity connection/access, power sanction, water connection/access, etc. from the local authorities.
5.5	Payment of property tax	:	The Licensor shall at all times bear property Tax with respect to the locations as may be demanded by any competent/local authority.
5.6	Quality Monitoring System	:	

6.0 CONDITIONS GOVERNING THE PREFORMANCE OF THE CONTRACT

6.1	Submission and approval of plans	:	<p>(a) Licensee shall submit preliminary plans, specifications and tentative time schedule for commissioning of Budget Hotel to IRCTC, through an experienced architect before submitting to Khajuraho Development Authority (local authorities).</p> <p>(b)The IRCTC logo/brand name shall be included in the signage plan for prominent display IRCTC duly abiding by the directives regarding space distribution envisaged as amended by IRCTC.</p>
6.2	Free time for construction	:	<p>The Licensee would be allowed 24 months to commission the Budget Hotel after Issue of LOA.</p> <p>In case Licensee takes additional time than the above specified free time, he will submit written explanation giving detailed reasons for taking additional time. IRCTC will</p>



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			consider Licensee's representation and take suitable decision to levy pro-rata licence fee or otherwise for additional time. IRCTC decision shall be final and binding.
6.3	Failure to commission	:	In the event of failure to commission within the given time frame, the Licensee will have to provide a written explanation within a week to the IRCTC. In case IRCTC considers the explanation to be unsatisfactory, it reserves the right to annul the Contract and forfeits the security deposit. The decision of IRCTC will be final and binding in this regard.
6.4	Failure to deposit License Fee	:	Licensee is required to deposit annual License Fee as enumerated, failing which IRCTC may take necessary action to recover the dues including termination of license, IRCTC will charge interest at the rate 18% per annum calculated for the number of days of default.
6.5	Liability of IRCTC	:	The IRCTC will not be liable for any liability arising under the labour laws, taxes or any other law of the land, incurred by the Licensee.
6.6	Entitlement of compensation	:	In case the Licensee suffers any loss on account of his being restrained by the IRCTC or any competent authority for indulging in illegal activities or any contravention of any law, the Licensee shall not be entitled to any compensation whatsoever.
6.7	Indemnification by Licensee	:	The Licensee will indemnify IRCTC for any loss or damage caused by Licensee because of his fault or default.
6.8	Verbal or written arrangements other than the agreement	:	Except as here by otherwise provided any verbal or written arrangements abandoning varying or supplementing this agreement or any of the terms hereof shall be deemed conditional and shall not be binding on the IRCTC unless until the same is endorsed on the agreement or incorporated in a formal instrument and signed by the party(s).
6.9	Unsatisfactory services etc.	:	In the event of unsatisfactory service, poor quality of articles, persistent complaints from passengers, and services below the standard 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 IRCTC (who will be sole judge and whose decision shall be final), and will take necessary action against the Licensee including imposition of penalty and it shall be optional to the IRCTC to make any substitute arrangement it may deem necessary at the cost and risk of the Licensee or to forthwith terminate this agreement without any previous notice to the Licensee and in case of



			<p>such termination the Security Deposit shall be forfeited by the IRCTC and the Licensee shall have no claim what so ever against IRCTC or any of the officials in consequence of such termination of the agreement. No refund of License Fee shall be admissible in case of Termination under this clause. The Licensee agrees to make good all cost and expenses, if any incurred by the IRCTC for making the substitute arrangements referred to above. The Contractor shall be also be debarred from participating in the future projects of IRCTC for a period of one year.</p>
6.10	<p>Consequence to the death / severance of any partner/s (in case of partnership firm)</p> <p>b. In the event of death of original Licensee.</p>	:	<p>a. If the Licensee is a partnership firm and in case there is permissible clause in the constitution of the firm that the firm shall not be dissolved by reason of the death of one partner or the severance of any partner from the business of the firm and in case the performance of the Licensee is entirely satisfactory according to the assessment of the licensor then in such an event the licensor at its discretion may allow the Licensee to continue under the agreement</p> <p>Transfer of licence to the spouse/legal heir would be allowed only in the event of death of the original Licensee. The licence can be transferred in the name of spouse/legal heir for the unexpired period of the agreement only, with personal approval of the CMD, IRCTC. Nomination of the legal heir should be submitted by the licence holder at the time of entering into agreement. The nomination should be only from amongst the family members.</p>
6.11	<p>Liability for provision of Consumer Protection Act.</p>	:	<p>The Licensee accepts liability, civil and criminal for compensation/damages in accordance with provision of Consumer Protection Act or any statutory modification of the Act or any other law for the time being in force for action occasioned by negligence, deficiency of service, imperfect or improper performance by the Licensee, his workmen, servants and agents. The Licensee shall indemnify the licensor from and against all payments made under the provision of the said Act or law including all costs, litigation costs etc. Any money which may become payable by the Licensor as aforesaid shall be deemed to be money payable to the licensor by the Licensee and in case of failure by the Licensee to repay the licensor any money paid by it as aforesaid within seven days after the same have been demanded by the licensor shall be entitled to recover the same from the Security Deposit or from any money due by the licensor to the Licensee.</p>
6.12	<p>Notice to the Licensee</p>	:	<p>Any notice in terms of this Contract by either Party will be given at the address stated herein above by Courier/Registered AD Post unless a different address has</p>



		<p>been intimated in writing against receipt. Upon the receipt of any other notice order, direction or any other communication from any competent authority (including notices, affecting the rates, taxes or other outgoings) in respect of this licence, the other Party shall immediately deliver a copy of the necessary document, to that Party.</p> <p>Subject to as otherwise provided in this agreement, all notices to be given on behalf of licensor and all other actions to be taken by the licensor may be given or taken on behalf of the licensor by the Dy. General Manager or any other officer for the time being entrusted with such functions, duties and powers by the licensor.</p>
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7.0 EXIT CLAUSE

7.1	Lock-in period	:	The Licensee may exit the business if in his view the same is not commercially viable or operationally feasible, only after commissioning of the unit. Minimum lock in period for the project is seven years (i.e 2-years for Construction period + 5-years for operation).
7.2	Procedure for exit	:	The Licensee shall be required to communicate its/ his intention of exiting from the Licence in writing by providing a minimum of six months notice to IRCTC. IRCTC in the meanwhile initiate the process of fixing up a new Licensee for Budget Hotel.
7.3	Forfeiture of Security Deposit along with investment by licensee	:	In case of an exit before the locking period the licence fee and security deposit along with amount invested by the Licensee will be forfeited by IRCTC.

8.0 EVENTS OF DEFAULT

8.1	Breach of any terms and conditions of the License	:	In the event of any breach of the said terms and conditions of the License, the IRCTC reserves the right to impose penalties and will be entitled to forfeit the whole or the part of the Security Deposit/License fee besides terminating or revoking the License and debaring the Licensee from participating in the future projects of IRCTC. The decision of IRCTC in this regard shall be final and binding.
8.2	Termination of License on other events of default	:	<p>The licensor shall also be entitled at any time forthwith to terminate the License without notice in any of the following events:</p> <p>a. In the event of the Licensee being convicted by a court of law under the provisions of criminal procedure code or any other law.</p>

			<ul style="list-style-type: none"> b. In the event of the Licensee being a proprietor or, if a firm, any partner in the Licensee firm being at any time be adjudged insolvent or a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his interest or enter into any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under the partnership Act or, in the event of Licensee being a company, if the company shall pass any resolution to be wound up either compulsorily or voluntarily. c. Repudiation of agreement by Licensee or otherwise evidence of intention not to be bound by the agreement. d. Failure to adhere to any of the due dates of payment specified in the terms and conditions. Immediately on the determination of this agreement the Licensee shall peacefully vacate the premises and hand over to the licensor/Railway administration all articles in the custody or possession of the Licensee and shall remove all his stores and effects from the said premises. e. In default the licensor shall be entitled to enter and take possession of the said premises 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 damage, and all expenses incurred in connection therewith, shall be deducted by the licensor from the sale proceeds or from the Security Deposit or pending bills of the Licensee.
8.3	Failure to provide any record to IRCTC	:	IRCTC at their discretion may call for any record to satisfy them regarding operation of the License and Licensee will provide every help failing which it may amount to breach of condition of the Licensee. All communications /information received/required by IRCTC must be furnished by the Contractor/license within 15 days failing which suitable penalty including termination of the Contract can be done at the discretion of IRCTC.
8.4	Compliance for the inspection reports / Complaints	:	Recurring instances of failure to rectify the deficiencies noticed during inspections and highlighted through complaints shall invite imposition of penalty and/or termination of license.



9.0 CONSEQUENCES OF DEFAULT

9.1	Notice for termination	:	In case of any event of default mentioned in the agreement having occurred, it shall be lawful for the IRCTC any time thereafter to impose penalty and/or terminate the License agreement and forfeit the Security Deposit, SUBJECT HOWEVER to the IRCTC having given to the Licensee fifteen (15) days prior notice in writing to remedy or make good such breach and in spite of such notice the Licensee having failed to remedy the breach. Upon termination of this License agreement as aforesaid, the Licensee shall deliver vacant and peaceful possession of the premises to the IRCTC/Railways. The License shall be also be debarred from participating in the future projects of IRCTC for a period of one year. The decision of IRCTC in this regard shall be final and binding.
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10.0 ARBITRATION

In the event of any dispute or difference arising under these conditions of License or in connection with this License (except as to any matters, the decision of which is specifically provided for by these or the special conditions) the same will be resolved by Arbitration, as per the provisions of 'The Arbitration and Conciliation Act – 1996.' The venue of the Arbitration shall be place of the zonal headquarters. All questions, disputes and or differences arising under or in connection with this agreement or in touching or relating to or concerning the construction, or affect of presents (excepts as to matters the decision whereof is other-wise herein before, expressly provided for) shall be referred to the sole arbitration of the officer or person nominated by the Chairman and Managing Director whose decision in this regard shall be final and binding on the Licensee.

11.0 OTHER CONDITIONS

11.1	Storage, handling of food items	:	The storage, handling of raw materials and finished products will be in extreme hygienic conditions and as per acceptable norms of the industry. Such storage, handling of raw material and finish products shall be certified as per norms of the industry and its standards.
11.2	Collection of food samples	:	IRCTC reserves the right to get the food samples / raw material collected and tested at approved laboratories at the cost of the Licensee.
11.3	Payment of taxes/dues	:	The Licensee will be liable for payment of all taxes/duties and other liabilities in respect of the business.
11.4	Liability for compensation/damages	:	The Licensee shall accept liability for compensation/damages under the Consumer Protection Act or any other law in respect of performance of the services or in respect of any negligence, act/omission of the Licensee,



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			his workmen, servants and agents.
11.5	Observance and performance certain acts	:	The Licensee shall, at all times indemnify the IRCTC against all claims and penalties which may be suffered by IRCTC or any person employed by them by reason of any default on the part of the licence in due observance and performance of provision of: <ul style="list-style-type: none">• Workmen's Compensation Act –1923• Employment of Children's Act XXVI of 1938 and• Any other relevant laws
11.6	Assignment of License	:	Licensee shall not assign the License or any part thereof, or any benefit or interest therein or there under.
11.7	Compliance of instructions	:	The Licensee shall comply with any other instructions issued by IRCTC from time to time within a reasonable time, as may be necessary to ensure better services.
11.8	General	:	The licensor reserves the right to amend any of the clauses of the agreement and also to add fresh clauses from time to time. The rider agreement in this regard shall be executed between the parties within 15 days of the amendment / changes. Further, IRCTC reserves the right to extend or reduce the stipulated clause in the tender/License conditions herein above, in order to meet operational exigencies. The decision of Chairman and Managing Director of IRCTC in this regard will be final.



12.0 FORCE MAJEURE

In the event of any unforeseen event directly interfering with the operation of License arising during the currency of the License 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; the Licensee shall, within a week from the commencement thereof, notify the same in writing to the Licensor with reasonable evidence thereof. The Budget Hotel shall be restored as expeditiously as possible or, as the case may be, the impediment to accessibility shall be removed as expeditiously as possible. If the Said Property cannot be rendered fit for occupation and use for more than thirty days, the Licensee shall not pay License Fee for such period till the said property becomes accessible and operational following cessation of force majeure event mentioned above. The period of License will be further extended for the period during which License was not operational.

