



[Corporate Identification No. (CIN) – U74899DL1999GOI101707]

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

BID DOCUMENT

Operation of Food Court at Calcutta High Court, West Bengal

Last Date and Time of Online Submission of bids : 01- 05-2024 at 12:00 hrs

Date and Time of Opening of financial bid : 01- 05-2024 at 12:30 hrs

Pre Bid Meeting to be held at : 24- 04-2024 at 12:00 hrs

**IRCTC Zonal Office, Kolkata
3 No., Koilaghat Street
Kolkata – 700001**

**Place of opening of e-Tender: Indian Railway Catering and Tourism Corp. Ltd.
IRCTC Zonal Office, Kolkata
3 No., Koilaghat Street
Kolkata – 700001**





INDIAN RAILWAY CATERING & TOURISM CORPORATION LIMITED

LIMITED E-TENDER DOCUMENT

E-TENDER NO. – IRCTC/EZ/ZO(SCS)/9/2024/ZO/EZ dated 16- 04-2024

E-TENDER

BID DOCUMENT

FOR

Operation of Food Court at Calcutta High Court, West Bengal

E-tender through online mode is invited for the below mentioned contract –

1. The complete tender document can be viewed and downloaded only from the website (www.tenderwizard.com/IRCTC) till last date of closing of tender.
2. Complete tender document papers, duly accompanied with receipt of EMD (if any) shall be received online as per date & time of submission mentioned below. Tender shall be opened through E-Tendering systems. ***If the bidders do not submit the EMD amount (if any) as specified in the tender document, the tender shall not be considered.***

SN	Requirements	Details
1	Tender Number	IRCTC/EZ/ZO(SCS)/9/2024/ZO/EZ dated 16-04-2024
2	Scope of work	Operation of Food Court at Calcutta High Court, West Bengal
3	Location of unit	Existing Food Court at Calcutta High Court and Service Counter 1 st Floor Main Building at Calcutta High, West Bengal
4	Validity of contract	Contract will be valid for One (01) year from the date of commencement of service till 10-03-2025, extendable for further one (01) year, at the sole discretion of IRCTC, subject to the extension of the MOU between IRCTC and Principal Organisation upon satisfactory services of the service provider.
5	Minimum license fees of the contract	License fee will be higher than 12.5% of the Net Sale (Basic Sale) per month + GST as applicable thereon OR Fixed license fee payable per month i.e.,Rs.80,440.00/- (Eighty Thousand Four Hundred and forty Only) + applicable GST, Chargeable whichever is higher
6	Security deposit	₹7,87,900.00 [Rupees Seven Lakh Eighty Seven Thousand And Nine Hundred Only]
7	EMD	₹1,97,000.00 [Rupees One Lakh Ninety-seven Thousand Only]
8	Last Date and Time for online Submission of Bid	01-05-2024at 12:00 hrs
9	Last Date and Time for Opening of Bid	01-05-2024at 12:30 hrs



3. Notice inviting this E-Tender is also available at IRCTC website www.irctc.com
4. Corrigendum/Addendum to this tender, if any, shall be published on website www.irctc.com and www.tenderwizard.com/IRCTC. Newspaper/press advertisements shall not be issued for the same.
5. For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/IRCTC, please contact helpdesk no. 011-49424365 or mobile no. +91-8641967966.

IRCTC reserves the right to reject any or all the tenders without assigning any reason thereof.

Last Date and Time of submission of bids : 01-05-2024 at 12:00 hrs

Date and Time of opening of financial bid : 01-05-2024 at 12:30 hrs

Pre Bid Meeting to be held at : 24- 04-2024 at 12:00 hrs
IRCTC Zonal Office, Kolkata
3 No., Koilaghat Street
Kolkata – 700001

Place of opening of e-Tender Indian Railway Catering and Tourism Corp. Ltd.
IRCTC Zonal Office, Kolkata 3 No., Koilaghat Street
Kolkata – 700001



DISCLAIMER

1. The information contained in this e-tender is being provided by IRCTC for the purpose of enabling the bidders to participate and submit a bid in response to this e-tender for providing catering services at Food Court at Calcutta High Court, West Bengal. In no circumstances, shall IRCTC or its respective advisors, consultants, contractors, employees and/or agents incur any liability arising out of or in respect of the issue of this e-tender, or the bidding process.
2. The objective of the bid document is to provide the prospective bidder(s) with all relevant information to assist the formulation of proposal or bids.
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 e-tender. The assumptions, assessments, statements and information contained in this e-tender document 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 the e-tender and obtain independent advice from appropriate sources.
4. Nothing in this e-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 tender process 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 information mentioned herein.
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.
6. Laws of the Republic of India are applicable to this e-tender.
7. Each bidder's acceptance of delivery of the e-tender constitutes its agreement to and acceptance of the terms set forth in this disclaimer. By acceptance of the e-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.



SN	DOCUMENT CHECKLIST	Enclosed at Page No.
1	Name and full address of the bidder with Telephone, e-mail & Fax Number(s) and Contact Person.	
2	Proof of Submission of Earnest Money Deposit (EMD)	
3	Bid document along with terms and conditions duly signed or digitally signed by the authorized signatory.	
4	Covering letter for financial offer in Company's Letter Head- <u>Annexure - A</u>	
5	Financial Bid – <u>Annexure - B</u>	
6	Affidavit in connection with details of debarment, if any on Non –Judicial Stamp Paper- <u>Annexure – C</u>	

DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

Note:

This form duly filled and signed with stamp or digitally signed by the authorized signatory is required to be submitted along with the bid document.



INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

(A Government of India Undertaking)

INSTRUCTIONS TO TENDERERS

The Indian Railway Catering and Tourism Corporation Ltd. propose to obtain Limited E-Tender for providing catering services at Food Court at Calcutta High Court, West Bengal.

1. General –

Last Date and Time of Submission of bids : 01-05-2024 at 12:00 hrs

Date and Time of opening of financial bid : 01-05-2024 at 12:30 hrs

[Tender will be opened in presence of bidders, whosoever wishes to be present in the office of the Corporation to witness the opening of tender]

All the documents submitted along with the bid should be signed or digitally signed by the authorized signatory of the firm.

2. MINIMUM ELIGIBILITY CRITERIA

- a) The firm should be empaneled by any zone of IRCTC or Corporate office of IRCTC for operation of Non-Railway Catering projects under IRCTC, valid as on opening of the bids.
- b) The party should not be in debarment / blacklisting status of the Indian Railways / IRCTC / MoR on date of opening of bid.
- c) An affidavit to this effect must be submitted as per the format enclosed as Annexure - C.

3. Documents to be submitted by the tenderers (technical bid) – detailed in page no. 5

4. Validity of bid –

- a) 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 its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against IRCTC.

- b) The offer shall be kept valid for acceptance for a minimum period of 90 (Ninety) days from the date set for opening of tenders.
- c) 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 in 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.

5. This E-Tender document can only be viewed and downloaded from www.tenderwizard.com/IRCTC and will be submitted/received online at www.tenderwizard.com/IRCTC only.

6. Tender Evaluation –

- 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.
- b) Tender will be evaluated on the basis of financial bid submitted by bidders, subject to fulfilment of the technical criteria.
- c) IRCTC reserves the right to accept any tender as deemed fit.
- d) Prior to the detailed evaluation, IRCTC will determine whether each tender document is complete and is substantially responsive to the bidding documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, objections, conditionality or reservation is –
 - i) One that limits in any substantial way the scope, quality or performance of the product/materials/service.
 - ii) One that limits in any substantial way that is inconsistent with the tender documents, IRCTC rights or the successful bidders' obligations under the contract; and
 - iii) One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.
- e) If a bid is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the bidder by correction of the nonconformity. IRCTC's determination of the bid responsiveness will be based on the contents of the bid itself and any written clarifications sought by IRCTC in writing, the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.



- f) Licence for management of catering services at Food Court at Calcutta High Court, West Bengal will, normally, be awarded to the party quoting highest percentage of license fee on net sale (basic sale) per month, in the given format. However, IRCTC has sole discretion to award the catering services to any other party. The decision of IRCTC in this regard shall be final and binding.
- g) Tenders are not transferrable.
- h) IRCTC reserves the right to reject or accept any tender in whole or in part on account of credentials, technical capability, past performance or any other evaluation criteria to ensure quality services. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for this decision.
- i) Tenderers are invited to bid through online mode only as per the enclosed format provided in Annexure – B (financial bid) in accordance with the above instructions & conditions of contract.
- j) IRCTC shall not be responsible for any delay. All tenders received/uploaded after the stipulated time and date may summarily be rejected.
- k) The tenderers must ensure that the conditions laid down for submission 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.
7. The Bid Document should be duly signed or digitally signed by the authorised signatory of the firm.
8. The bidder should have the capability and willingness to commence the operations within 07 days from the date of acceptance and payment of security deposit or as advised by RCTC. However, the date on which the operation shall commence will be intimated to the successful Licensee through Letter of Award/Commencement.
9. IRCTC reserves the rights to discharge this e-Tender process at any stage, without assigning reason for the same. Any claim by Licensee for damages/compensation, for what so ever may be reason(s), on this account will not be admissible.
10. The intending bidders are advised to study the document carefully and acquaint themselves with the conditions therein as these shall govern the operations and shall form integral part thereof.
11. The bidders are also advised to visit the site of Food Court at Calcutta High Court, West Bengal, in order to familiarize themselves with the kitchen, style of operation, expected turnover, footfall, area of operation, infrastructure available etc.



12. IRCTC reserves the right to call of additional information/documents from the bidder in connection with tender finalization process.
13. The party has to submit an affidavit (as per the format enclosed as Annexure - C), giving details of empanelment by any IRCTC zone or IRCTC Corporate office as service provider for operating NRC projects. Further, the firm(s) must also declare that they have not been debarred from participating Tenders/Contracts, as on date by Indian Railways/IRCTC for any reason whatsoever. If the bidder is found to have falsified any document, testimonials, affidavits or undertakings as part of the submitted tender document – the bid will be summarily rejected.
14. **Interested applicants may attend pre-bid meeting to be held on 24- 04-2024 at 12:00 hrs at IRCTC East Zone office, 3 No., Koilaghat Street, Kolkata – 700 001.**
15. For any queries, please feel free to contact – Mr. Sudipto Banerjee
Ch. Supervisor (Catg.)
IRCTC/EZ/Kolkata
Mob – 8595904064
Email – sudipto.banerjee@irctc.com
16. In case **01-05-2024** is declared a holiday, the date of opening of tender shall be the next working day at same time i.e 12:30 hrs.



TERMS AND CONDITIONS

I. GENERAL

1. The selected service provider will arrange own kitchen utensils, including cutlery and crockery required for running the Food Court.
2. The service provider will ensure proper upkeep, repair & maintenance the all the furniture, fixtures & equipment provided at Calcutta High Court, West Bengal irrespective of whether provided by IRCTC or Calcutta High Court, West Bengal. Cost of damage of the above, if any, will have to be borne by the selected service provider.
3. Selected service provider will have to return all the furniture, fixtures & basic equipment on “as is where is basis” in working condition, at the end of the tenure.
4. Proper hand over & take over done with documentary proof regarding the basic equipment and utensils taken by Service Provider to be kept with a copy to IRCTC, Zonal Office.
5. The premises, electricity, water shall be provided by Calcutta High Court, West Bengal free of cost to the selected service provider. Use of electricity should be restricted for use of Bain-Marie, Micro-Wave, Toasters, Geysers, and Visi-Cooler etc. **However, food should not be cooked through use of electricity.**
6. The selected service provider will obtain necessary certificates/permissions as required by law such as food licence under FSSAI Act, or any other stipulated statutory document from the competent authorities.
7. Arrangement of LPG/PNG will be made by selected service provider.
8. **Tenure:** Tenure of license will be from the date of commencement of service till **10- 03-2025** as per advice of IRCTC and may be further extended for a period of 01 (one) year at the sole discretion of IRCTC, subject to the extension of the MOU between IRCTC and Calcutta High Court authority and satisfactory services of the service provider.
9. Licence for management of catering services at Food Court at Calcutta High Court, West Bengal will, normally, be awarded to the party quoting highest percentage of license fee on net sale (basic sale) per month, in the given format. However, IRCTC has sole discretion to award the catering services to any other party. The decision of IRCTC in this regard shall be final and binding.
10. The successful service provider has to follow all the norms & policies issued by Central/State Government, Calcutta High Court Authorities and IRCTC in respect to COVID-19 situation from time to time.



11. The successful service provider shall, at all times indemnify 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 Service provider in due observance and performance of provision of,
- i) Workmen's Compensation Act -1923
 - ii) Employment of Children's Act XXVI of 1938 and
 - iii) Contract labour regulation and abolition Act-1970 and other statutory laws.
 - iv) Minimum Wages (Amendment) Act-1957 and consequent any changes related to this act.
 - v) GST Registration No. of West Bengal.
12. The employees, contractors, sub-contractors of the successful Service provider will not be in any contractual relation with IRCTC and Calcutta High Court, West Bengal.
13. The successful Service provider will bear the cost, throughout the term of License, for comprehensive general liability insurance for his men and material.
14. Successful service provider shall be responsible for compliance of the provisions of FSSAI Act 2006 or any other amendments thereto
15. The licensee should have GST Registration number in the concerned state where the static unit is physically located. A copy of GST Registration certificate or application of new registration may be furnished to IRCTC.
16. A Service Level Agreement (SLA) will be signed between the successful Service provider and IRCTC.
17. The service provider with the consent of Calcutta High Court, West Bengal, shall issue Identity Cards to the staff/personnel deployed by service provider after due verification/certification of their antecedents.
18. IRCTC will not be liable for any liability arising under the labour laws, non-payment of taxes of any statutory taxes or any other law of the land incurred by the successful service provider in course of performance of activities under the Agreement.
19. The selected service provider shall be responsible for the conduct and behavior of his each employee.
20. All cash transactions will be handled by the successful bidder and required Billing Machine and suitable staff will be provided by the Service Provider.
21. The Successful Bidder will submit their list of staff with valid identification proof to IRCTC before commencement of services. Any changes of Staff during the currency of the contract will have to be done with prior intimation to this Office.



22. In case successful Service provider is found indulging misbehavior and malpractices such as bad quality, wrong portioning, unapproved items and prices, and any other such offence which is against the spirit and terms of the contract and any adverse performance in regard to quality and quantity, the Service provider will be given a warning and for any subsequent offence, will be appropriately penalized.
23. Normally the licensee should himself operate the unit, however, based on the scalability/viability of the unit, if the licensee intend to engage service provider(s), he may engage maximum of three (03) service providers for provision of various cuisines by way of franchising/tie ups with reputed/branded players only with prior written approval of IRCTC. A maximum of 50% of the available space excluding common area may be operated by service provider(s) and remaining 50% may be operated by the licensee himself. No sub-licensing is permitted.
24. IRCTC reserves the right to review the performance as per its own requirement and to take suitable action on observing default/deficiency in service etc. and non-participation in the quotation/tender process including but not limited to imposing fine or de-empanelment of the party with consequential debarment from the future projects/tenders of IRCTC for a period of 02 (two) years and forfeiture of Security Deposit.
25. **Display of Rate List:** Bi-lingual, legible rate list is to be displayed as per IRCTC standards with sufficient provisions of menu card to be kept.
26. **Items to be sold:** Service Provider has to sell the items as given at **Annexure-D** (may change with approval of IRCTC & CHC authority) at the prescribed rates only, at "Food Court". Rates are all exclusive of applicable GST. Only IRCTC approved brand of PAD items to be sold at the catering units in Food Court of Calcutta High Court, West Bengal. The menu rate revision may be considered after one year of successful completion, at the sole discretion of IRCTC.
27. The service provider may propose any addition/deletion of existing menu which may be considered after due approval of IRCTC/Calcutta High Court authority.
28. **Food Court service: Self-service system should be adopted in the Non-Ac portion of Food Court and personalized service in AC portion of Food Court.** However, the style of service is subject to change anytime during the tenure of contract as per advice of IRCTC/CHC. In such case, the service provider will have to induct service staff for Non-AC section, also.
29. **Billing System and Payment:** Printed Bill/Receipt should be given to all the customers for which ECR/Billing Machines will be installed by the successful service provider. The GST Sale Invoice Indicating separate CGST & SGST component will be issued by Licensee in his own GST no. and shall be responsible for all legal tax liabilities as per law. **Payment for the services rendered is to be collected by the licensee directly from the customer by issuing GST retail invoices.**



30. **Safety:** The Licensee will bear the cost, throughout the term of the license, for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the areas of operation, caused by negligence on the part of licensee and in case of failure to perform their obligation/duties under the agreement. IRCTC or authority of Calcutta High Court, West Bengal will not be responsible for any consequences due to default in this regard by the Licensees/Sub-Licensees of IRCTC.
31. **Uniform:** The staff should be in standardized presentable smart uniform with name tags. The uniform should be cleaned and well ironed. **Uniforms to have prominent IRCTC logo.** Uniform design to be approved by IRCTC/Calcutta High Court, West Bengal. All Managers, Supervisors, service staff and chefs should have uniforms as per industry standards.
32. **Training of staff:** The staff should be courteous enough to deal with the hon'ble Judges & other high-level officials and to be trained and provided with all necessary information on safe handling and maintenance of equipment and to lay emphasis on service orientation and personal hygiene.
33. **Premises, electricity and water** will be provided free of cost to the service provider at the Calcutta High Court, West Bengal. Use of electricity should be restricted to re-heating and for use of Bain-Marie, Micro-Wave, AVM machines, Toasters, Geysers, Visi-Cooler etc. However, food should not be cooked through use of electricity.
34. **Pest Control:** Pest control will be done regularly by service provider and will be properly documented. The cost of the pest control will be borne by service provider.
35. **Disposal of Garbage:** Waste disposal management by segregation of dry and wet waste will be done by service provider appointed by IRCTC as per FSSAI norms at equal and regular interval of time on daily basis.
36. **Complaint and Suggestion Book:** A suggestions/complaints book will be made available in the Food Court and also feedback should be obtained from the guests/users.
37. **Food audit** for quality and food safety must be integral part of Kitchen Operations. IRCTC will also conduct Food Audit & Inspections of the Unit as per requirement.
38. **Table Clearance:** - The service provider will be responsible to ensure the proper clearance of all used plates and utensils in the Food Court or other service areas. In this regard, the service provider should provide adequate manpower for smooth operation of Food Court.
39. **Housekeeping** - Regular cleaning of the allotted premises shall be the responsibility of the service provider who should engage adequate staff for cleaning & pot washing etc. at the unit.

Food Court-VIP service: The AC portion of Food Court will be managed by the service provider through providing personalized table services etc. **Service provider may also be required to render catering services to the judges, senior advocates and higher officials**



of Calcutta High Court in their chambers as and when required as requested by Calcutta High Court authority. During special catering, items to be served in the menu may be decided upon by Calcutta High Court/and (or) other departments of Calcutta High Court, West Bengal in consultation with Unit in-charge/Food Court/IRCTC. Items thus finalized will have to be arranged by the service provider in time for rendering of smooth VIP catering services. Tariff of such items will be advised to the service provider.

40. **Register for Block Stock & Kitchen Equipment**-Service provider has to maintain the block stock & kitchen equipment register.
41. **VIP Catering**- The selected service provider shall have to render the special/VIP catering in special occasions as desired by Calcutta High Court/ West Bengal, authority from time to time within short notice. The bill for the same will be raised separately to Calcutta High Court/ West Bengal as per the rate and mutually agreed terms & condition between IRCTC & Calcutta High Court, West Bengal.
42. The management and control of the unit shall remain with IRCTC.
43. **Operation Time**: The operational hours of the catering services would be from **10:00 hours to 18:30 hours** on all working days. However, it may be changed as per request of Calcutta High Court, West Bengal. The Food Court will remain closed on holidays as per declaration/advise of Calcutta High Court, West Bengal.
44. In case of discontinuation of service, a three months' notice to be given by the selected service provider. However, the service provider can only give notice after the expiry of Lock-in period of six months. IRCTC may however, give one month's notice anytime during the period of operation of contract. In case of breach of any of the clause conditions or unsatisfactory performance, IRCTC will reserve the right to terminate the contract then and there.
45. The service provider will submit month wise proof of details of payment on account of ESI and PF against the employee engaged.
46. Group General Manager, IRCTC Zonal Office, Kolkata reserves the right to accept, reject any or all bids without assigning any reason thereof.

II. EMD

- (i) Tenderers are required to submit EMD amounting to **₹1,97,000.00 (Rupees One lakh Ninety seven thousand only)** as mentioned above only through online mode i.e www.tenderwizard.com/IRCTC for the respective tender, to be eligible for participation in this tender. In case, the offer is not accompanied by EMD, the same will be summarily rejected.
- (ii) The Earnest money deposited shall remain with IRCTC for a period of 90 days from the date of opening of the tenders. If validity of the offer is extended, the Earnest Money duly extended



shall have to be furnished, failing which the offer after the expiry of the aforesaid period shall not be considered by IRCTC.

- (iii) No interest shall be payable by IRCTC on the EMD.
- (iv) The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.
- (v) The Earnest Money of the successful tenderer will be returned after the security deposit (as mentioned in the tender document) is furnished.
- (vi) The EMD of the successful bidder will not be adjusted against the security deposit payable.

III. SECURITY DEPOSIT

1. Security deposit of **₹7,87,900/- (Rupees Seven Lakh Eighty-seven Thousand Nine Hundred Only)** for the Food Court will have to be submitted by the selected service provider along with acceptance of contract as advised by IRCTC, as Demand Draft in favour of “**Indian Railway Catering and Tourism Corporation Ltd.**” payable at Zonal Office, Kolkata or online bank transfer to IRCTC, East Zone. No interest will be admissible on this Security Deposit.

2. Bank account details of IRCTC, East Zone –

Name of the Vendor – IRCTC Ltd.

Bank – IDBI Bank

A/c No. - 012102000012193

IFS Code – IBKL0000012

Branch - Siddha Point, Park Street, Kolkata

3. The Security Deposit is liable to be forfeited if the successful bidder unilaterally withdraws amends, impairs or derogates from terms and conditions in any respect during its currency.
4. Security deposit will be refunded without interest after the successful competition of the tenure post deduction of any dues as deemed fit by competent authority and that will be subject to the pending of any court case involved with financial obligation implicating IRCTC as one of the respondent.

IV. Billing/Menu Prerequisites and Payment of License Fee and Taxes

A. Billing/Menu Prerequisites: -

All applicable taxes and billing procedures will be followed as given under:



1. Cash handling i.e. receipt of cash from customers & its safe custody will be the responsibility of the Service Provider.
2. The Service Provider will provide daily sales reports to IRCTC as per requirement.
3. Prices of products at which the bills/receipts would be issued shall be inclusive of GST. The GST Invoice indicating separate SGST & CGST component will be issued by Licensee in his own Firm's name and shall be responsible for all legal tax liabilities as per law. Licensee shall ensure deposition of GST with statutory authorities without delay. Introduction and levy of new statutory tax in due course of operation shall be the responsibility of the service provider.
4. The Service provider may have to provide special/VIP catering services to all officials lunches/parties/events as per the menu and tariff decided by IRCTC/ Calcutta High Court, West Bengal on credit payment basis and payment for such services will be cleared by Calcutta High Court, West Bengal directly to the account of selected service provider. Bills / Invoices shall be raised in Tax invoice i.e. GST compliance invoice and in no case retail invoice shall be issued.
5. The menu and the rate are fixed by Calcutta High Court, West Bengal and IRCTC as per mutual agreement. Request / Appeal for revision/addition of rate/item would be effective only upon intimation and agreement from Calcutta High Court, West Bengal and IRCTC. Further, introduction of any additional items by service provider not mentioned in the approved menu would require prior written approval of IRCTC authority.

B. Payment of License Fee and Taxes

Billing cycle will be as under-

Service provider will furnish details of billing for the period from 1st to the end of the month and deposit the license fee to IRCTC by the 7th of the following month. Delay in deposit of license fee will invite penalty @14% per annum calculated for the number of days in default.

V. QUALITY & HYGIENE

1. In order to maintain good quality of the Products, handling, storage and the reputation of the Trademarks, the successful bidder will strictly comply with the best industry practices regarding the Quality & Hygiene control Procedures.
2. **Personnel & Hygiene:** Service Provider shall ensure that the staff to be deployed should fulfill the following eligibility criteria: -
 - (a) Verification of antecedents of the staff by police authorities.
 - (b) The staff should have proper medical certificate issued by concerned Medical Authorities.
 - (c) The staff deputed including outsourced, should have passed hotel management degree/diploma or have adequate experience in hospitality industry with knowledge of food & beverages etc.
 - (d) The photo ID card should be issued to staff.
 - (e) Staff should have name badges with proper uniform.



- (f) The staff should be courteous and polite to all staff/customers at all times.
- (g) Service staff must use masks, gloves & hairnet.
- (h) All staff should be properly groomed (shaven, trim haired and presentable) and trained for the task.
- (i) Time to time Government/ICMR announced precaution/restriction and guideline pertaining to pandemic Covid-19 must be followed in the department and by the staff concerned.

3. **Cleanliness:** The kitchen floor, dining area, surroundings of Food Court should remain clean and free of any greasy/water surfaces at all the times. Licensee has to maintain high standards of cleanliness.

VI. LIABILITY AND INDEMNITY

The Service provider 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 the indemnified parties arising as a result of any negligence, breach of contract or warranty, or any other wrongful act or default on the part of the Service provider, its employees, agents, representatives or contractors, including prosecutions under the legislation affecting the use of any of its sub- contractors or agent any of its warranties, undertakings and obligations set out in this Agreement.

VII. LABOUR LAW AND OTHER REGULATIONS

It is distinctly understood by the bidder that the employees engaged by it will be deemed to be its employees and the bidder will be entirely responsible for compliance of all laws and rules governing employment of such employees. It shall also be responsibility of the bidder to comply with all laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and order of any governmental authority including municipal authorities.

Applicable Law and Arbitrations

This Agreement shall in all respects be governed by and interpreted according to the laws of India. In case of any dispute it shall be compulsory to first submit the same to the Arbitration of a Sole arbitrator who shall be an officer of IRCTC or any other person to be appointed by Group General Manager/IRCTC/East Zone after a request is made in writing by the Service provider or IRCTC. The decision of the Arbitrator shall be final and binding on both the Parties. The language of Arbitration shall be English and venue Kolkata and jurisdiction of the Courts of Kolkata only. The arbitrator fee shall be fixed by Group General Manager/IRCTC/East Zone and shall be shared equally by both parties.

Jurisdiction

All the court cases arising out of any dispute pertaining to this agreement will lie only in the court under the jurisdiction of the Hon’ble High Court, Kolkata.



VIII. EVENTS OF DEFAULT

1. IRCTC shall have the **right to terminate** the agreement forthwith at the cost and consequence of the Bidder in the following events: -
 - a) Any items supplied other than the approved menu and approved prices.
 - b) If the bidder purchases or supplies product other than specified or of low quality and quantity.
 - c) In event of the bidder being convicted by the court of law under Criminal Procedure Code or any other law.
 - d) 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 bidder 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.
 - e) Repudiation of agreement by bidder or otherwise evidence of intention not bound by agreement,
 - f) Failure to adhere to any of the due dates of payment as specified in terms and conditions of this tender document.
 - g) Failure to comply with any statutory law or non-payment of any of the statutory taxes.
2. IRCTC shall be entitled to forfeit the whole or in part of the security deposit/License fee besides terminating the agreement without any notice.

IX. Lock in Period

There will be a lock in period for the Service Provider for 06 (six) months from the date of commencement of operation. During this period the Service Provider cannot discontinue the operation. Withdrawal Notice as mentioned in **Sl.No. 44 under Terms & Condition Head (I- General)** can be given only after completion of lock in period.

X. Force Majeure

In the event of any unforeseen event directly interfering with operation of Service provider arising during the currency of the licensing agreement such as war, insurrection, restraint imposed by Govt, Act of Legislature or other Authority, Explosion, Accidents, Strike, Riot, Lockout, Act of Public Enemy, Acts of God, Sabotage etc. the licensee shall within a week from the commencement thereof notify the same in writing to IRCTC with reasonable evidence.

If the force majeure conditions as mentioned be in force for period of 90 days or more, IRCTC will have the option to terminate the license on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the licensee in writing. In case of such termination, no damage shall be claimed by either party against the other except those which had accrued under any other clause of this agreement prior to such Force Majeure.



Cover Letter for Financial Offer
(On Company's Letter Head)

**Group General Manager,
IRCTC, East Zone
3, Koilaghat Street
Kolkata - 700001**

Sub: Submission of Bid for operation of the Food Court at Calcutta High Court, West Bengal

Dear Sir,

- a) I/We _____ have read the general guidelines and bid document attached here containing the Terms and Conditions and agree to abide by such conditions. I / We offer the Bid for operation & management of Food Court at Calcutta High Court, Bengal and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of contract.
- b) I/We hereby understand that the submission of offers / bids does not guarantee allotment of operation & management of Food Court. I/We further understand that in case of any information submitted by me / us being found to be incorrect, IRCTC will have the right to summarily reject the bid, cancel the allotment of operation & management of the Food Court at Calcutta High Court, West Bengal or revoke the same at any time without assigning any reason whatsoever.
- c) I/We further agree to execute an agreement to abide by the general and special conditions of operation & management of the Food Court at Calcutta High Court, West Bengal. In case of acceptance of Bid by the IRCTC, I /We bind myself / ourselves to execute the agreement awarded to me / us and to commence the work as per the conditions of the allotment. In case of any amendment or impairment/derogation from the tender condition by us, IRCTC will be at liability to impose any action as deemed fit.
- d) IRCTC and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this bid.
- e) 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.

I/We do hereby confirm that I/We have the necessary authority and approval to submit this bid for operation and management of the Food Court at Calcutta High Court, West Bengal

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

With Kind regards

For _____ (Name of the Company/Organization)

Signature of the Authorized signatory and Company/Organization seal OR Digital signature of the authorized signatory

(Name of the Authorized Signatory)

Address:

Emai:

Date:

Place:



Financial Bid

E-Tender No. – IRCTC/EZ/ZO(SCS)/9/2024/ZO/EZ dated 16-04-2024

**Group General Manager
IRCTC Ltd, East Zone
3, Koilaghat Street
Kolkata - 700001**

Sub: Financial Offer for Operation of Food Court at Calcutta High Court, West Bengal.

With reference to the above, I/We hereby agree to operate the Food Court at Calcutta High Court [NRC unit under IRCTC, East Zone] within seven Days (07) days from the date of LOA or date of commencement advised by IRCTC.

- 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 provide catering services 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.

My/Our financial bid is as under: -

License fee will be higher than 12.5% of the net sale (basic sale) per month + GST as applicable thereon OR Fixed license fee payable per month i.e ₹80,440.00/- + applicable GST Chargeable whichever is higher	Our offered percentage of license fee on net sale (basic sale) is = <u>TO BE FILLED ONLINE</u> (in figure) % percent (in words) + GST as applicable thereon OR Fixed license fee payable per month i.e ₹80,440.00/- + applicable GST Chargeable whichever is higher
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Note –

- (1) Party quoting highest percentage of license fee on net sale (basic sale) per month will normally be awarded the contract.
- (2) The firms need to offer percentage of license fee on net sale **higher than 12.5%** or else the bid will be summarily rejected.

Date:

Signature of the authorized signatory

Name & Designation:

Name of the Firm/Company:



AFFIDAVIT

(to be notarized on Non-Judicial Stamp Paper)

I _____ S/O _____ Residing at _____ furnishing this undertaking in my capacity as an Individual/Partner of Firm / Director of Body Corporate _____ and solemnly affirm and state as under.

1. That I/We have been empaneled by (mention name of the zone) zone of IRCTC or Corporate Office of IRCTC as service provider for operation of Non-Railway Catering Projects under IRCTC (enclose copy of empanelment letter valid as on date).
2. I/We by way of this affidavit giving undertaking that I/We are not been at debarment or blacklisted status of the Indian Railways / Zonal Railways / MoR or by IRCTC as on date.
3. If at any stage during the tender or contract phase, IRCTC notices or observes that the above information given by me/us is false, fabricated, bogus or misleading then IRCTC shall be at a liberty to terminate this catering license/contract, with all its attendant costs, consequences and financial implications.

VERIFICATION

Verified at _____ on this ___ day of 2024, that the contents of the above affidavit are true and correct to my knowledge, no part is false and nothing material has been concealed there from. I further declare that I am duly authorized to make this affidavit.

Date:

Place:

Deponent On behalf of _____

Name:

Mobile Number:



Annexure – D

BEVERAGES			
Item	Quantity gms/ml	Non A/C (excluding tax)	A/C (excluding tax)
Tea	150 ml	7	7
Coffee	150 ml	8	10
Cappuchino/Latte	150 ml	20	25
Fresh Fruit Juice	250 ml	35	40
Lassi (Sweet/Salted)	250 ml	25	30
Fresh Lime Soda	250 ml	25	30
<u>Fresh Fruit Juice</u>			
Fresh Fruit Juice	300 ml	₹ 39.00	₹ 47.00
Mix Fruit Juice	300 ml	₹ 45.00	₹ 50.00
Orange Juice	300 ml	₹ 45.00	₹ 50.00
Pineapple Juice	300 ml	₹ 41.00	₹ 47.00
Sweet Lime Juice	300 ml	₹ 41.00	₹ 47.00
Water Melon Juice	300 ml	₹ 41.00	₹ 47.00
<u>Lassi (Sweet/Salted)250ml.</u>			
Banana Lassi	300 ml	₹ 67.00	₹ 72.00
Kesar Lassi	300 ml	₹ 67.00	₹ 72.00
Mango Lassi	300 ml	₹ 67.00	₹ 72.00
Rose Lassi	300 ml	₹ 67.00	₹ 72.00
Salted Lassi	300 ml	₹ 34.00	₹ 39.00
Strawberry Lassi	300 ml	₹ 67.00	₹ 72.00
Sweet Lassi	300 ml	₹ 34.00	₹ 39.00
<u>Milk Shake</u>			
Banana Milk Shake	300 ml	₹ 67.00	₹ 72.00
Butter Scotch Milk Shake	300 ml	₹ 67.00	₹ 72.00
Chocolate Milk Shake	300 ml	₹ 67.00	₹ 72.00
Kesar Milk Shake	300 ml	₹ 67.00	₹ 72.00
Litchi Milk Shake	300 ml	₹ 67.00	₹ 72.00
Pineapple Milk Shake	300 ml	₹ 67.00	₹ 72.00
Rose Milk Shake	300 ml	₹ 67.00	₹ 72.00
Strawberry Milk Shake	300 ml	₹ 67.00	₹ 72.00
Cold Coffee	300 ml	₹ 67.00	₹ 72.00
<u>Mocktails</u>			
Aam Panna	300 ml	₹ 39.00	₹ 45.00
Black Current	300 ml	₹ 67.00	₹ 72.00
Blue Berry	300 ml	₹ 67.00	₹ 72.00
Blue Lagoon	300 ml	₹ 67.00	₹ 72.00
Green Mango	300 ml	₹ 67.00	₹ 72.00



Jal Jeera	300 ml	₹ 34.00	₹ 39.00
Mint Mojito	300 ml	₹ 67.00	₹ 72.00
Fresh Lime Soda (Sweet/Salted)	300 ml	₹ 34.00	₹ 39.00

Item	Non A/C (excluding tax)	A/C (excluding tax)
<u>Soup</u>		
Vegetable Soup (Seasonal)250gm.	₹ 28.00	₹ 36.00
Chicken Soup 250gm.	₹ 39.00	₹ 47.00
<u>Indian</u>		
Vegetarian Thali 700gm.	₹ 67.00	₹ 76.00
Egg Curry Meal 700gm.	₹ 72.00	₹ 83.00
Fish Curry Meal 700gm.	₹ 84.00	₹ 94.00
Chicken Curry Meal 700gm.	₹ 101.00	₹ 111.00
Egg Curry 200gm.	₹ 39.00	₹ 47.00
Fish Curry 150gm.	₹ 50.00	₹ 59.00
Chicken Curry / Masala 200gm.	₹ 72.00	₹ 83.00
Chicken Butter Masala 250 gm.	₹ 156.00	₹ 169.00
Chicken Tikka Masala 250gm.	₹ 129.00	₹ 141.00
Chicken 65 250 gms.	₹ 117.00	₹ 129.00
Kadhai Paneer 250gm.	₹ 89.00	₹ 99.00
Matar Paneer 200gm.	₹ 57.00	₹ 62.00
Yellow Dal 150gm.	₹ 22.00	₹ 29.00
Plain Rice 250gm.	₹ 22.00	₹ 29.00
Roti / Chapati (02 pcs)	₹ 5.00	₹ 11.00
Mix veg Curry 200gm.	₹ 39.00	₹ 47.00
<u>South Indian</u>		
Plain Dosa 200gm.	₹ 45.00	₹ 52.00
Masala Dosa 400gm.	₹ 50.00	₹ 59.00
Vada (samber ,Chutney) 2pcs,200gm.	₹ 45.00	₹ 52.00
Idly (samber ,Chutney) 2pcs,200gm.	₹ 45.00	₹ 52.00
Dahi Vada 250gm.	₹ 45.00	₹ 52.00
Fried Idly 200 gms.	₹ 67.00	₹ 72.00
<u>Rolls & Paratha</u>		
Veg Roll 200gm.	₹ 28.00	₹ 36.00
Egg Roll 200gm.	₹ 34.00	₹ 41.00
Paneer Roll 200gm.	₹ 45.00	₹ 52.00
Chicken Roll 200gm.	₹ 50.00	₹ 59.00
Lachha Paratha 80gm.	₹ 22.00	₹ 29.00
Plain Paratha (2 pcs) 60gm.	₹ 17.00	₹ 23.00



<u>Snacks</u>		
Item	Non A/C (excluding tax)	A/C (excluding tax)
Puri Aloo Dum 250gm.	₹ 39.00	₹ 47.00
Channa Bhatura 300gm.	₹ 50.00	₹ 59.00
Aloo Paratha (02 pcs) 80gm.	₹ 45.00	₹ 52.00
Veg Sandwich 175gm.	₹ 28.00	₹ 36.00
Chicken Sandwich 175gm.	₹ 50.00	₹ 59.00
Grilled Veg Sandwich 175gm.	₹ 45.00	₹ 52.00
Grilled Non-Veg Sandwich 175gm.	₹ 56.00	₹ 65.00
Veg Pakora	₹ 28.00	₹ 36.00
Fish Fry (1pc) 50gm.	₹ 56.00	₹ 65.00

<u>Chinese</u>		
Mixed Veg Chowmein 300gm.	₹ 50.00	₹ 59.00
Non-Veg Mixed Chowmein 350gm.	₹ 72.00	₹ 83.00
Mixed Veg Fried Rice 300gm.	₹ 50.00	₹ 59.00
Non-Veg Mixed Fried Rice 350gm.	₹ 72.00	₹ 83.00
Veg Manchurian (04 pcs)200g.	₹ 45.00	₹ 52.00
Chilly Paneer (6 Pcs 250gm.)	₹ 100.00	₹ 110.00
Chilly Chicken(4 Pcs B./L. 250gm.)	₹ 94.00	₹ 106.00
Veg Fried Rice With Chilly Chicken (02 pcs)300gm.	₹ 84.00	₹ 94.00
Veg Noodles With Chilly Chicken (02 pcs)300gm.	₹ 84.00	₹ 94.00
Veg Fried Rice With Veg Manchurian (02 pcs)300gm.	₹ 84.00	₹ 89.00
Veg Noodles With Veg Manchurian (02 pcs)300gm.	₹ 84.00	₹ 89.00

<u>Biryani</u>		
Veg Biryani 300gm.	₹ 84.00	₹ 94.00
Chicken Biryani 350gm.	₹ 111.00	₹ 123.00

New Item	Quantity/Weight	Non A/C (excluding tax)	A/C (excluding tax)
<u>Bangali</u>			
Ghee Rice	200 gms	₹ 38.00	₹ 43.00
Jeera Rice	200 gms	₹ 29.00	₹ 33.00



Begun Bharta	150 gms	₹ 24.00	₹ 29.00
Lao Chingri	150 gms	₹ 52.00	₹ 57.00
Dhokar Dalna	150 gms	₹ 43.00	₹ 52.00
<u>Other Items</u>			
Chicken Momo	5 Pcs (200 gms)	₹ 114.00	₹ 119.00
Chilli Baby Corn	100 gms	₹ 76.00	₹ 81.00
Chilli Fish	5 Pcs (100 gms)	₹ 114.00	₹ 119.00
Pav Bhaji	2 Pcs (100 gms)	₹ 48.00	₹ 52.00
Paneer Butter Masala	80 gms	₹ 114.00	₹ 119.00
Palak Paneer	150 gms	₹ 43.00	₹ 52.00

NOTE:

- **GST extra** as applicable
- *Revision of taxes is subject to notification issued by concerned Central/State Govt. time to time.*
- *Packaging charges extra as applicable*
- *All PAD items, confectioneries & sweets to be sold on MRP*

