

**E-TENDER FOR RENOVATION, OPERATION, MAINTENANCE & TRANSFER BACK OF  
RETIRING ROOMS AT VARIOUS RAILWAY STATIONS**

SN	STATION	SN	STATION	SN	STATION	SN	STATION	SN	STATION
1	Belur Math	2	Bolpur	3	Nabadwip	4	Tarakeswar	5	Ramgrah Cant.

**CIN NO – L74899DL1999GOI101707**

**Website: [www.irctc.com](http://www.irctc.com), email:  
retiringroom@irctc.com Indian Railway Catering  
and Tourism Corporation Ltd.**

**E- Tender No. IRCTC/EZ/RET\_ROOM-01/2024**



**Group General Manager/East Zone  
Indian Railway Catering and Tourism Corporation Ltd.  
3. Koilaghat Street, Ground Floor, Kolkata-700001.**



*E- Tender No. IRCTC/EZ/RET\_ROOM-01/2024 Dt. 03-06-2024*

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

**NOTICE INVITING TENDER (“NIT”)**

NIT No. **IRCTC/EZ/SCS/S-15/STATIC-TENDER/NIT/2024 Dated 13-06-2024**

Indian Railway Catering and Tourism Corporation Limited (hereinafter referred as “**Licensor**” or “**IRCTC**” or **Authority**) invites online bids from eligible Bidders for the Project “**RENOVATION, OPERATION, MAINTENANCE & TRANSFER BACK OF RETIRING ROOMS & DORMITORIES VARIOUS RAILWAY STATIONS FOR A PERIOD OF 9 (NINE) YEARS**”. The tender is OPEN TENDER and interested Bidders can download the tender document from the website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). The details are also mentioned in Section-1 of the tender document.

The details of information sheet are as under:

<b>INFORMATION SHEET</b>		
<b>S. No.</b>	<b>Event</b>	<b>Information</b>
1.	Tender Document Fee	<b>NIL. The tender document is free of cost. There is <u>NO</u> tender document fee to be deposited by bidders</b>
2.	Earnest Money Deposit (EMD)	<b>The amount (in INR) of EMD of the Retiring Room of each station mentioned herein under.</b>
3.	Details for deposit of EMD	EMD is required to be deposited as per the details on the website <a href="http://www.tenderwizard.com/IRCTC">www.tenderwizard.com/IRCTC</a>
4.	Last date of Online Submission of Bids (“ <b>Bid Due Date</b> ”)	11-07-2024 till 12:00 hrs.
5.	Date and Time for Opening of Technical Bid	11-07-2024 at 12:30 hrs.
6.	Date and Time for Financial Bid opening	To be notified
7.	Address for correspondence concerning this Tender	Address: <b>Group General Manager/East Zone Indian Railway Catering and Tourism Corporation Ltd. 3. Koilaghat Street, Ground Floor, Kolkata-700001.</b>
8.	Tender wizard Website Address and Helpdesk No.	<a href="http://www.tenderwizard.com/IRCTC">www.tenderwizard.com/IRCTC</a> Help for Bidders, FAQ, Information about DSC regarding Tender wizard website shall be available at 011-49424365 or 8800115628.
9.	Validity of the Bid	120 (one hundred and twenty) days from the opening Date of Technical Bid
10.	Contract Duration	9 (Nine) years with an option of renewal for 3 (Three) years subject to terms & conditions at the sole discretion of IRCTC.



INFORMATION SHEET		
S. No.	Event	Information
11.	Bidding Parameter	Highest License Fee
12.	Joint Venture (JV)/ Consortium	JV/Consortium are not allowed
13.	Security Deposit	10% of the Contract Value i.e., 10% of the total value arrived at by adding total license fee for all years of the tenure of the contract.
<p><b>Note: Bidder may note that while submitting the online bid they are required to submit following documents as mentioned under Section- IV:</b></p> <p>a) <u>Appendix-1 (Technical Bid) comprising FORM- 1 to FORM- 7 (duly filled) as mentioned in the Tender document along with Integrity Pact at Annexure ‘F’</u></p> <p>and</p> <p>b) <u>Appendix-2 (Financial Bid) of the Tender document</u></p> <p>Scanned/digitally signed Tender document is not required to be submitted at the time of online submission of tender. Section- I, II &amp; III shall remain inseparable part of the TenderDocument.</p>		

SN	NAME OF STATION	EMD (IN INR) TO BE DEPOSITED BY BIDDERS.	LAST DATE AND TIME FOR ON-LINE SUBMISSION OF TENDER	DATE AND TIME FOR ON-LINE OPENING OF TENDER
1	Belur Math	Rs. 7,000/-	11-07-2024 till 12:00 hrs	11-07-2024 at 12:30 hrs
2	Bolpur	Rs.11,000/-		
3	Nabadwip	Rs. 4,000/-		
4	Tarakeshwar	Rs. 1,000/-		
5	Ramgrah Cant.	Rs. 1,000/-		



## **DISCLAIMER**

- 1.1** The information contained in this Tender is being provided by IRCTC for the open tender purposes of enabling the Bidders to participate and submit a bid in response to this tender for **RENOVATION, OPERATION, MAINTENANCE & TRANSFER BACK OF RETIRING ROOMS & DORMITORIES AT VARIOUS RAILWAY STATIONS.**
- 1.2** 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.
- 1.3.** 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.
- 1.4.** 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.
- 1.5.** No person other than the following authorized person of the IRCTC, has been authorized by IRCTC to give any information or to make any representation not contained in this Tender and, if given or made, any such information or representation shall not be relied upon as having been so authorized. All representations/queries etc. pertaining to the tender documents may be addressed to **Group General Manager/East Zone, Indian Railway Catering and Tourism Corporation Ltd, 3. Koilaghat Street, Ground Floor, Kolkata-700001.**
- 1.6** IRCTC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender. 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.
- 1.7** The Bidder(s) shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses, online expenses associated with any demonstrations or presentations which may be required by IRCTC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IRCTC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Tender process.
- 1.8** Laws of the Republic of India are applicable to this Tender.
- 1.9** 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.



## SECTION-1

### 1. INSTRUCTIONS TO BIDDERS

#### 1.1 Introduction:

- 1.1.1** Ministry of Railways (MoR) has decided to renovate & market the Retiring Rooms & Dormitories on Railway Stations over IR and gave mandate to '**Indian Railway Catering & Tourism Corporation Limited**' (hereinafter referred to as "IRCTC" or "Authority" or "Licensor") established under companies Act, 1956 for the said purpose.
- 1.1.2** IRCTC has appointed licensees to renovate, operate & maintain some of the retiring Rooms & Dormitories at railway Stations which had been taken over by IRCTC.
- 1.1.3** IRCTC have got renovated the Retiring Rooms & Dormitories at some railway Stations and these Retiring Rooms & Dormitories are being operated through Licensees.
- 1.1.4** IRCTC is also managing the portal for booking of the Retiring Rooms & Dormitories located at various Railway Stations over IR.
- 1.1.5** IRCTC aims to create to improve the overall look, facilities & amenities through renovation of the Retiring Rooms & Dormitories so as to improve the services at these Retiring Rooms & Dormitories.
- 1.1.6** IRCTC invites E-bids from eligible entities (hereinafter referred to as "**Bidders**") for **RENOVATION, OPERATION, MAINTENANCE & TRANSFER BACK OF RETIRING ROOMS & DORMITORIES AT VARIOUS RAILWAY STATIONS FOR PERIOD OF 09 (NINE) YEARS WITH AN OPTION TO RENEW THE CONTRACT FOR A PERIOD OF THREE YEARS AT THE SOLE DISCRETION OF IRCTC.**
- 1.1.7** The successful bidder shall broadly undertake the following task mentioned below which are detailed in Section-II of this Tender Document.
- I.** Renovation & provision of infrastructure and facilities in the Retiring Rooms and Dormitories.
  - II.** Operation of the Retiring Rooms and Dormitories.
  - III.** Maintenance of infrastructure and facilities in the Retiring Rooms and Dormitories
  - IV.** Value Added Services, if any, in the Retiring Rooms & Dormitories

The indicative sketch plan/ site plan of the retiring rooms and dormitories of the railway stations are attached at **Annexure "E"**

The Authority has adopted a single stage two step e-tendering process (the "Bidding Process") for selection of the Licensee. The Bids comprising Technical Bid and Financial Bid shall be submitted online.

The scope of tender for Renovation, Operation, Maintenance and Transfer back of Retiring Rooms & Dormitories is limited to the specified area as per details given in this Tender. The details of the existing Retiring Room & Dormitories Units including the name of Railway Station, Type of Rooms (AC/Non- AC/Single/Double), No. of Beds, Area (approx. in sq. ft.) and the minimum license fee (MLF) per annum under this Tender is at Annexure D.

#### 1.2 Type of Bidder

The Bidder may be a natural person, proprietor/partnership/LLP Firm, public or private company. Consortium or JV is not allowed. The term "**Bidder**" used herein will apply to a single entity. Only Resident Indian Citizens and entities registered in India are eligible to participate in the bid.



### **1.3 Completeness of Bid**

The Bid should be complete in all respects. Failure to furnish information as required in the Tender document or submission of a proposal not responsive to the Tender document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the Earnest Money Deposit (EMD).

### **1.4 Bid Preparation Costs**

- i. The Bidder shall submit the bid at its own cost and expense. IRCTC shall not be held responsible for any cost incurred by the Bidder. Submission of a bid does not entitle the Bidder to claim any cost and rights from IRCTC, regardless of the conduct or outcome of the Bidding Process.
- ii. All materials submitted by the Bidder shall be the absolute property of IRCTC and no rights e.g., copyright shall be entertained by IRCTC.

### **1.5 Amendment to the Tender**

- i. Any amendments made to the Tender would be published on tender wizard website as mentioned in Information Sheet in NIT at any time before the deadline of submission of Bid and no separate information shall be communicated to individual Bidder.
- ii. All amendments, corrigendum, addendum, responses, supplementary information etc. issued under this Tender shall become integral part of the Tender.
- iii. The Bidders are advised to visit the Tender wizard website as mentioned in Information Sheet in NIT on regular basis to check for necessary updates. IRCTC also reserves the right to amend the dates mentioned in this Tender.
- iv. The Bidders are to ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered Bidder to check the web site for any such corrigendum/addendum at the time of closing time of tender and ensure that bid submitted by them are in accordance with all the corrigendum's/addendums.

### **1.6 IRCTC's Right to Terminate the Process**

IRCTC may terminate the Bidding Process at any time and without assigning any reason. IRCTC shall not be held liable, at any point of time, for such decision.

### **1.7 Site Visit and Verification of Information**

The Bidders are encouraged to visit and examine the site and obtain for themselves, at their own responsibility and risk, all information including applicable Laws and regulations or any other matter considered relevant by them that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site(s) shall be borne by the Bidder. For any clarification the Bidders shall contact at the details mentioned in Information Sheet of NIT. Clarifications/queries pertaining to bid document received by the Authority 7 days before the bid due date will not be entertained.

### **1.8 Earnest Money Deposit (EMD)**

- i. In terms of this Tender, a Bidder is required to submit along with the Technical Bid an EMD the details of which are mentioned in the table in NIT. **The EMD is required to be deposited by the bidder for each station he intends to bid. The EMD amount has been mentioned against each station in the table in NIT. The EMD is required to be deposited by the bidders as per the details on the website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC)**
- ii. EMD of the unsuccessful Bidders shall be returned tentatively within 60 (sixty) days from date of issue of Letter of Award (LOA) to the Successful Bidder. The EMD of the successful Bidder shall be returned upon the submission of Security Deposit in the form RTGS/NEFT. **The EMD amount deposited by the successful Bidder shall not be adjusted with Security Deposit to be deposited by the successful bidder.**
- iii. No interest will be paid to the Bidders by IRCTC on the EMD amount.
- iv. **The Bid submitted without EMD shall be rejected.**
- v. The EMD shall be forfeited:
  - a. If a Bidder withdraws its bid or changes/alters the License Fee quoted during the period of bid validity or its extended period, if any, then the EMD shall be forfeited and bidder shall be debarred from future projects of IRCTC for a period of one (01) year.





- b. In case the successful Bidder fails to sign the Contract in accordance with the terms and conditions of this Tender.
- c. If during the bid process, a Bidder indulges in any deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- d. If, during the Bidding Process, any information is found false/ fraudulent/ malafide.
- e. If a Bidder engages in any of the Fraud and Corrupt Practices specified in Clause No. 1.12.7 in Section 1 under Instruction to bidders in this Tender.
- vi. The decision of IRCTC regarding forfeiture of the EMD shall be final and binding upon all the Bidders.

### **1.9 Tender Viewing, Registration with Portal & deposit of EMD.**

- a. This tender document can only be viewed on <http://www.irctc.com> and <http://www.tenderwizard.com/IRCTC> and will be submitted/ received only at <http://www.tenderwizard.com/IRCTC>.
- b. EMD shall be paid through e-tendering website [www.tenderwizard.com/IRCTC](http://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 is to be deposited mandatorily. It may also 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.
- c. To participate in the e-tender, it is mandatory for the bidders to register themselves with M/s ITI without any payment on the website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) and obtain User ID & Password which is required for submitting the tender. It may please be noted for submission of bid, Class-III digital signature is required.
- d. Corrigendum/Addendum to this tender, if any, will be published on website [www.irctc.com](http://www.irctc.com), [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). No newspaper/press advertisement shall be issued for the same.
- e. For any difficulty in downloading & submission of tender document on website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC), please contact at tenderwizard.com helpdesk no. 011-49424365 or 8800115628/8641967966.
- f. 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, terms & conditions referred to in the tender documents. It may please be noted that in case of deviation quoted by bidder, offer will be passed over without further correspondence/communication.

### **1.10 Bid Submission Instructions**

#### **1.10.1 Bid Submission Format**

The entire Bidding Process shall be submitted strictly as per the format specified in this Tender at APPENDIX 1 & 2.

The bids in deviation from the prescribed format are liable to be rejected summarily.

**Bidder may note that while submitting the online bid they are required to submit following documents as mentioned under Section- IV:**

- a) **Appendix-1 (Technical Bid) comprising FORM- 1 to FORM- 7 (duly filled) as mentioned in the Tender document along with Integrity Pact at Annexure 'F'**

and

- b) **Appendix-2 (Financial Bid) of the Tender document**

**Scanned/digitally signed Tender document is not required to be submitted at the time of online submission of tender. Section - I, II & III shall remain inseparable part of the Tender Document.**

#### **1.10.2 Bid Submission Instructions**

- i. The Bidder shall provide all the information sought under this Tender. IRCTC shall evaluate only those Bids that are received in the specified forms and complete in all respects.
- ii. No Bidder shall submit more than one Bid for this Tender.



- iii. The Bidder should submit a Power of Attorney as per the format set forth in the Tender (FORM 7 of APPENDIX 1) authorizing the signatory of the Bid to commit on behalf of the Bidder. In case the bidder is Proprietor & he/she is signing the bid then such bidder is exempt from submission of FORM-7 of APPENDIX 1. In other cases, the person/ official of the Bidder who signs the bid shall obtain a Power of Attorney from the Bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by such authorized person.
- iv. Bids to be submitted in two parts- Part-1 Technical bid and Part-2 Financial bid.
- v. The data submitted by the successful bidder, in compliance of the above eligibility conditions shall be subject to verifications by IRCTC itself or through any third-party agency appointed by IRCTC, for which all necessary documents shall have to be essentially provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of license fee and Security deposit. In such eventuality the successful bidder will also be debarred for 3 years from participating in the future projects of IRCTC.
- vi) In terms of the Institute of Chartered accounts of India notification dated 02.08.2019 the following guidelines have been issued for information of public and necessary compliance of Member of Institute: -

A member of the institute in practice shall generate Unique document identification number (UDIN) for all kinds of the certification, GST and Tax Audit reports and other Audit, Assurance and attestation functions undertaken/signed by him which made mandatory from the following dated through announcements published on the website of the ICAI [www.icaai.org](http://www.icaai.org) at the relevant time: -

- a) For all Certificates w.e.f. 1st February, 2019.
- b) For all GST and Tax Audit Reports w.e.f 1st April 2019.
- c) For all other Audit, Assurance and attestation functions w.e.f. 1st July 2019.

All applicants are directed to submit the certificate(s) i.e., Form 5 issued by Chartered Accountant with UDIN mandatorily.  
**In case FORM 5 is submitted without valid UDIN then, the bid shall not be considered.**

#### **Part 1: Technical Bid:**

- a. Bidders shall submit the Technical Bid in the formats at APPENDIX - 1 (the “Technical Bid”).
- b. While submitting the Technical Bid, the Bidder shall, in particular, ensure that:
  - i. The Earnest Money Deposit (EMD) has been deposited as per the conditions of the tender document.
  - ii. All forms are submitted in the prescribed formats.
  - iii. Power of Attorney, if applicable, is executed as per Applicable Laws. The Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- iv. The Technical Bid shall not include any financial information relating to the Financial Bid. If any information related to the financial aspects of the project is found in the Technical Bid the entire bid shall be treated as disqualified and will be rejected.
- v. In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the licensee either by issue of the LOA or entering into the Contract, and if the successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the





same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by IRCTC; without IRCTC being liable in any manner whatsoever to the Bidder, as the case may be.

## **Part 2: Financial Bid**

- a. Financial Bid quote offered by the Bidder shall comprise parameter as stated in Information Sheet of NIT payable as per the terms of the Contract. The Financial Bid shall be submitted through online mode only. In case of default, the entire Bid shall be summarily rejected.
- b. The Bidder is required to quote the Financial Bid as per the indicative format at APPENDIX- 2 Financial Bid. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Tender.
- c. The Annual License Fee in Financial Bid is to be quoted by the bidder as per the bidding process i.e., in figures Only, in Indian Rupees.
- d. The License Fee as quoted by the bidder shall be binding on the bidder for the Contract Duration (as mentioned in Information Sheet of NIT). The License fee shall remain fixed for initial 1<sup>st</sup> (First) years of the contract. IRCTC reserves the right to assess the sales turnover during the period of license. During such assessment, the license fee will be calculated @ 15% of the assessed sales turnover or the annual quoted License fee quoted by the successful bidder, whichever is higher. The assessment of the sale may be done electronically or by deputing IRCTC officials periodically. The calculation of quoted license fee and 15% of sales turnover is to be done on pro-rata basis in case of Retiring room commenced by the bidder in the mid/part of the financial year.

License fee will be increased by 5% per year compounded annually from second year onwards. It means, at the start of second year the license fee deposited will be 5% more than the quoted license fee for first year or 15% of the annual sales turnover for the first year, whichever is higher. Similar increase in payments of license fee will be followed for each subsequent year of service. IRCTC reserves the right to enhance contract period up to 03 years beyond the 9 years period solely for operational reasons on the last existing rates, terms and conditions with 10% increase compounded annually on the last Paid License fee of 9<sup>th</sup> year.

- e. All the costs associated with the Contract shall be included in the Financial Bid. The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.
- f. Licensee shall pay all applicable taxes including GST in addition to License fee for onward submission to concerned authorities as applicable from time to time. The Licensee shall be responsible for all the taxes as applicable from time to time to be paid to the concerned authorities for the services rendered by it. There shall be no tax liability on IRCTC whatsoever on any account.

**Bidder may note that while submitting the online bid they are required to submit following documents as mentioned under Section- IV:**

- (a) Appendix-1 (Technical Bid) comprising FORM- 1 to FORM- 7 (duly filled) as mentioned in the Tender document along with Integrity Pact at Annexure 'F'**

**and**

- (b) Appendix-2 (Financial Bid) of the Tender document Scanned/digitally signed Tender document is not required to be submitted at the time of online submission of tender. Section - I, II & III shall remain inseparable part of the Tender Document.**



### **1.10.3 Late Bid and Bid Validity Period**

The Bidder must ensure that the Bid Document is submitted before the scheduled closing date & time of the Bid. IRCTC shall not be responsible for any delay by the bidder. The validity of the Bids shall be as mentioned in Information Sheet of NIT.

### **1.10.4 Modification and Withdrawal of Bids**

In the event of modification/substitution/withdrawal of the Bid, the Bidder may modify, substitute or withdraw the bid only prior to the Bid Due Date & Time.

### **1.10.5 Responsive Bids**

Prior to evaluation of Bids, IRCTC shall determine whether each Bid is responsive to the requirement of Tender. A Bid may be construed as a responsive Bid only if:

- (a) the Technical Bid is received in the form specified in Tender Document;
- (b) it is received by the Bid Due Date including any extension thereof;
- (c) it is accompanied by the requisite EMD;
- (d) it is signed, as stipulated in Clause 1.10.2 in Section 1 under Instruction to bidders in this Tender;
- (e) it is accompanied by the Power of Attorney as specified in Clause 1.10.2 (iii);
- (f) it contains all the information (complete in all respects) as requested in the Tender including all FORMS as stipulated in the Tender Document;
- (g) it does not contain any condition or qualification; and
- (h) It contains a copy of certificate of Chartered Accountant/ Statutory Auditor as per FORM 5.

IRCTC will subsequently examine and evaluate the Technical Bid of the responsive Bidder. IRCTC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the IRCTC in respect of such Bid/s. Provided, however, that the IRCTC may, at its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

### **1.10.6 Acknowledgement of Understanding of Terms**

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this Tender, including all forms, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

## **1.11 Evaluation Process**

- (a) IRCTC shall constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the Bidders.
- (b) The Bid Evaluation Committee constituted by IRCTC shall evaluate the responses to the Tender and all supporting documents. Inability to submit requisite supporting documents, may lead to rejection.
- (c) Each of the responses shall be evaluated as per the criteria and requirements specified in this Tender.
- (d) The BEC may seek clarifications including any document from any Bidder towards assessment of the qualification/disqualification of the bidder with respect to its Bid and may visit or authorize its representative the Bidder's client site to validate the credential claimed by such Bidder.
- (e) The Financial Bid shall be evaluated as per the parameter set out in Information Sheet of NIT.
- (f) The decision of the Bid Evaluation Committee in the evaluation of responses to the Tender shall be final. No correspondence shall be entertained in this regard.

### **1.11.1 Bid Opening**

- (a) IRCTC reserves the right at all times to postpone or cancel a scheduled Bid opening.
- (b) Bid opening shall be conducted in 2 (Two) Stages;



- **Stage 1** - Technical Bid
  - **Stage 2** - Financial Bid
- (c) The, date and time for opening the Technical Bid are mentioned in the Tender NIT InformationSheet.
- (d) The date of the opening of the Financial Bids shall be notified only to the technically qualifiedbidders.

### **1.11.2 Evaluation of Technical Bids**

- (a) The Technical Bid of only responsive Bidders shall be evaluated and examined.
- (b) IRCTC shall open “Technical Bid”. In case the Bidder does not meet any one of the conditions, theBidder shall stand disqualified.
- (c) The Technical Bid must contain all the documents in compliance with check list given in the FORM 1 of APPENDIX 1.
- (d) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g., Detailed Project citations and copy of work order/completion certificates, client contact information for verification, and all other components) as required for technical evaluation.

The evaluation of the Technical Bids will be carried out in the following manner:

- 1) Only those Bidders who comply with all the technical eligibility criteria shall be considered as responsive Bidders.
- 2) Each Technical Bid shall be evaluated for its meeting the Technical Eligibility Criteria. The Bidders meeting the technical eligibility criteria shall be declared as technically qualified. The Bidders not meeting the technical eligibility criteria shall be declared as technically not qualified.
- 3) The Bid Evaluation Committee may seek inputs from their professional and technical experts in theevaluation process.
- 4) IRCTC reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- 5) IRCTC reserves the right to accept or reject any or all bids without giving any reasons thereof.
- 6) The Financial Bids of Bidders who do not meet the technical eligibility criteria set out in the Clause 1.11.4 of Section 1 under Instruction to bidders in this Tender shall not be opened. IRCTC shall inform the technically qualified Bidders about the date & time of the opening of the Financial Bids.

### **1.11.3 Evaluation of the Financial Bid**

- (a) Bidders are required to quote the Annual License Fee for undertaking the Contract as per the defined Scope of work.
- (b) Generally, the Bidder quoting the highest annual License Fee to the IRCTC shall be declared as the Selected Bidder. However, the IRCTC reserves the right not to award the license to the bidder quoting the Highest Annual License Fee.
- (c) The IRCTC reserves the right to call the Bidder who quoted the highest Annual License Fee for negotiation. But the Bidder cannot reduce the amount of annual license fees once quoted/tendered.
- (d) In an event where two or more bidders quote the same highest bid amount as License Fee (“**Tie Bidders**”), the successful Bidder shall be identified by asking the Tie Bidders to submit their best and final offer. The Bidder offering the most advantageous final offer shall be adjudged as the Successful Bidder.

### **1.11.4 Technical Eligibility Criteria**

To be considered as technically qualified, a Bidder shall fulfill the following eligibility criteria. The Bidder failing to meet all of the below eligibility criteria shall be disqualified and shall not be considered for evaluation of Financial Bid. The details are as under:



SN	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The Bidder should be a legal person, which may be: Individuals; Proprietorship entities; A partnership firm registered under Partnership Act, 1932; A Limited Liability Partnership (LLP) registered under LLP Act, 2008; and A company, incorporated under Companies Act, 2013 or 1956, amended till date.	Copy of certificate of incorporation / registration under relevant law.
2	Annual Turn over	The Bidder shall have an average annual turnover of INR 50 Lakh in any 3 years in the last 5 financial years i.e., 2018-19, 2019-2020, 2020-2021, 2021-22 & 2022 to 2023  (i.) Certificate of Audited Average Annual turnover i.e., Form-5 duly Certified by the chartered accountant on the letter head of Chartered Accountant having valid UDIN No. is to be submitted. The year wise Audited turnover mentioned in Form-5 should be reflected in the downloaded UDIN certificate from ICAI website.  (ii.) Audited Balance Sheet and Profit & Loss account statement duly Audited by the chartered accountant for last Five (05) Financial Years i.e., 2018-19, 2019-20, 2020-21, 2021-22, & 2022-23	Bidders are required to submit FORM-5 of Section-IV issued by Statutory auditor/Chartered Accountant, clearly specifying the turnover of the Bidder. The FORM-5 must bear UDIN. <u>Bidders may please note that Turnover for each of all the financial years i.e., 2018-19, 2019-20, 2020-21, 2021-22 &amp; 2022-23 as mentioned in FORM 5 should be reflected in UDIN certificate downloaded from ICAI website.</u>  <u>In case of non-submission of Year wise Turnover for each of all the financial years i.e., 2018-19, 2019-20, 2020-21, 2021-22, &amp; 2022-23 as per Form 5 in UDIN certificate downloaded from ICAI website, the bids shall be summarily rejected.</u>
3	Similar Work Experience	The Bidder should have experience in operation & management of "Similar works" which may be owned business/awarded contracts/ franchisee operation/ partnership business/Management on lease of running or completed in managing/operations of any Hotel/Executive Lounges/ Waiting Hall/ Waiting Lounge at Railway Station/ Waiting Lounge/Lounge at Airport/Guest House/ Paying Guest House/ Restaurant/Food Plaza/ Fast Food Unit/ Refreshment Room/ Jan-ahaar/ Retiring Room/Canteen/Running Room/ Cloak Room during any of the last five (05) years (reckoning from Bid Due Date) in Railways Or outside Railways	Bidder shall enclose FORM-6 of Section-IV clearly specifying the details of similar works / Business projects of the Bidder. The applicant is required to submit a copy of any one (01) license/ document for the property/unit issued during any of the last five (05) years (Reckoning from the bid due date) by state/central government/ PSU/ Autonomous body in the name of applicant or any other currently valid state/ central government document/ license issued in name of applicant clearly establishing operations of hotel/accommodation by the applicant, for example: - 1. Fire Safety Certificate



SN	Basic Requirement	Specific Requirements	Documents Required
			2. Shop and Establishment Registration 3. FSSAI 4. Star Classification Certificate (if any) 5. Valid registration towards operation Guest house/ Paying Guest house issued by Competent Authority. 6. Certificate/ Letter of award issued by client of the bidder towards operation/ management of Hotel/ Executive Lounges/Waiting Hall/ Waiting Lounge at Railway Station/ Waiting Lounge/Lounge at Airport/ Guest House/ Paying Guest House/Restaurant/ Food Plaza/ Fast Food Unit/Refreshment Room/ Jan-ahaar/ Retiring Room.
4	Blacklisting	The Bidder should not have been debarred/ black-listed by IRCTC or Railways or Ministry of Railways/ other CPSUs/ Govt. Dept. for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on the date of submission of the Bid	Undertaking by the authorized signatory as per the format given at FORM 4 of APPENDIX 1 of the Tender document

## 1.12 Award of Contract

### 1.12.1 Award Criteria

1. Post the evaluation process, IRCTC will award the Contract (by issuance of Letter of Award) to the Successful Bidder.
2. **Ceiling Limit on holdings:** In order to discourage monopolistic tendency and to avoid concentration risk with single tenderer/entity, a cap/ceiling on holding of retiring rooms & dormitories at Railway Stations with a single tenderer/entity has been kept.

A single tenderer/entity shall not have Retiring rooms & dormitories at more than 25 Railway Stations over Indian Railways. Thus, a single tenderer/entity shall not be awarded Retiring rooms & dormitories at more than 25 Railway Stations over Indian Railways. This shall include the existing holdings of the Retiring Rooms & Dormitories at Railway Stations of the bidder.

### 1.12.2 Letter of Award (LOA)

- i. Within 7 (seven) days from the date of issuance of the LOA by IRCTC, the Successful Bidder shall accept the LOA along with deposit of the Security Deposit (as mentioned in Information Sheet of NIT).
- ii. In case the Successful Bidder withdraws the offer before issue of LOA, the EMD submitted by the bidder shall be forfeited along with the debarment for participating in any future projects of Authority for a period up to 1 year.
- iii. In case the Successful Bidder does not accept the LOA as per the schedule advised by IRCTC, the award offer



may be withdrawn and EMD shall be forfeited along with the debarment for participating in any future projects of Authority for a period up to 1 years.

- iv. In case the Successful Bidder does not deposit the Security Deposit as per the schedule advised by IRCTC, the award offer may be withdrawn and EMD shall be forfeited along with the debarment for participating in any future projects of Authority for a period up to 1 years.
- v. However, IRCTC on receiving request from the successful Bidder, may at its absolute discretion, permit extension of period for deposit of Security Deposit up to a period of 14 (Fourteen) days.

### **1.12.3 Signing of Contract Agreement**

IRCTC shall notify the successful Bidder that its bid has been accepted. The successful Bidder shall enter into the Contract agreement with Zonal office of IRCTC as per the advised schedule. The cost of stamp duty for the execution of the Contract agreement shall be borne by the Licensee. The format of the Contract Agreement is attached at **Annexure H**.

### **1.12.4 Failure to Agree with the Terms & Conditions of the Tender/Contract**

Failure to Agree with the Terms & Conditions of the Tender: The failure of the Successful Bidder to comply with the Terms & Conditions of the Tender including the terms & conditions for acceptance of the LOA and submission of security deposit as per the schedule shall constitute sufficient grounds for the annulment of the award and in such an event, IRCTC reserves the right to invite limited financial bids from the technically qualified bidders other than bidder whose award has been annulled or IRCTC may call for fresh Tender. On annulment of the award, the available EMD submitted by the Bidder, as per terms & conditions of the tender, shall be forfeited and the bidder shall be debarred from future IRCTC projects for a period of 1 year.

### **1.12.5 Authority's Right to accept any Bid and to reject any or all Bids**

IRCTC reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for IRCTC's action.

### **1.12.6 Security Deposit**

- (a) Within Seven (07) days from the date of issuance of LOA, the Successful Bidder shall at its expense submit Security Deposit in the form Demand Draft/ RTGS/ NEFT (As per details mentioned in LOA) for an amount of 10% of Contract Value i.e., 10% of the total value arrived at by adding total license fee for all years of the tenure of the contract. No interest shall be payable on the security deposit.
- (b) The Security Deposit will be refunded without interest by IRCTC at the time of peaceful vacation of the premises by the Licensee / as per exit clause mentioned in clause 3 of General Contract Conditions, Section – 3 after providing for settlement of all dues or arrears arising out of the use of premises by the Licensee. SD will be forfeited if licensee exits the business before commissioning along with debarment for a period of 01 year.

### **1.12.7 Fraud and Corrupt Practices**

- (a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained in this Tender, Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder





has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Bidding Process. In such an event, Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Security Deposit, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority, in regard to the Tender, including consideration and evaluation of such Bidder’s Bid.

- (b) Without prejudice to the rights of Authority under Clause 1.12.7 (a) hereinabove and the rights and remedies which Authority may have under the LOA or the Contract, if a Bidder, as the case may be, is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or Tender issued by Authority during a period of 2 (two) years from the date such Bidder, as the case may be, is found by Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- (c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of person connected with the Bidding Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of relating to the Assignment or the LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of Authority in relation to any matter concerning the Assignment;
  - “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Bidding Process;
  - “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

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## SECTION- 2

### 1.0 Scope of work for Retiring Rooms & Dormitories:

The scope of work of the licensee of the contract period is mentioned in this section. The bid document is for **RENOVATION, OPERATION, MAINTENANCE & TRANSFER BACK OF RETIRING ROOMS & DORMITORIES AT VARIOUS RAILWAY STATIONS**. The indicative sketch plan/ site plan of the retiring rooms and dormitories of the railway stations are attached at **Annexure “E”**

The Licensee will have to undertake the work for renovation/refurbishing of the Retiring Rooms & Dormitories in consonance with the existing building bylaws of the State/Railways and to upgrade the Retiring Rooms and Dormitories as prescribed below: -

The Licensee shall have to undertake to renovate/refurbish the Retiring Rooms & Dormitories in two (02) Phases. The total time for undertaking the renovation/refurbishment shall be **120 days from the date of handing over of the site by IRCTC/Railways. The renovation/refurbishment shall be undertaken by the licensee in a manner that 50% of the total inventory (both rooms and dormitories) must be available for use by Railway passengers at all times. The renovation work of 50% of the total inventory should be done in first phase of 60 days and the remaining 50% should be completed in second phase of another 60 days.**

The Licensee will not be permitted to undertake any structural changes, unless specifically permitted by Railways/IRCTC. The Licensee will vacate the premises on premature termination or completion of tenure, and handover peaceful possession of the premises on “as is where basis” with fixtures, in properly maintained state. The covering area will not exceed a specified limit. A standard Retiring room will have the following characteristics:

1.1	Renovation of Retiring Rooms and Dormitories.	<p>Up gradation of Retiring Rooms &amp; Dormitories shall be under taken in a manner without affecting the basic structure/heritage façade and load bearing members of the building. Licensee shall be permitted to undertake only designing and alternations while executing interior fit outs. IRCTC/Railways shall have the right to supervise the execution of up gradation work, if considered necessary.</p> <p>The IRCTC/Railways will approve the plans and specifications. The Licensee would also be required to ensure its proper upkeep and maintenance, after renovation / refurbishing of Retiring room.</p> <p><b>Appointed licensee will undertake up-gradation in a manner that 50% of the total inventory (both rooms and dormitories) must be available for use by Railway passengers at all times. The renovation work of 50% of the total inventory should be done in first phase of 60 days and the remaining 50% should be completed in second phase of another 60 days. A total of 120 days from the date of handover of site will be given to Licensee for complete renovation of Retiring Rooms.</b></p> <p>The accommodation will include AC Dormitory, AC Rooms of different sizes, with attached/ common toilets and bathrooms in accordance with the premises handed over. In general, no structural changes would be permitted. All Available retiring rooms &amp; Dormitories will be converted in to AC accommodation.</p>
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		<p>Current approximate availability of Retiring Rooms and Dormitories at various Railway station is enclosed as <b><u>Annexure- D</u></b></p> <p>The accommodation capacity, may be increased as per availability of space with due approval of IRCTC and Railways.</p> <p>From available space Licensee may create Reception, Passenger waiting area, telephone booth &amp; recreation room etc. with due approval of IRCTC. Licensee will ensure availability of drinking water at reception free of cost.</p> <p>Area provided in the tender is provisional. Actual Area will be communicated to appoint Licensee at the time of handover of site. <b>Licensee has to pay Rs. 10/- Sq. Mtr. per annum of actual area handed over along the quoted license fee.</b></p> <p>Environment Friendly generator shall be installed by the Licensee, if required.</p> <p>Tariff for various facilities will be market driven for similar facilities and shall require approval of IRCTC.</p> <p><b>Licensee shall ensure that the extant policy of Railways/IRCTC regarding duration of stay in Retiring Rooms and eligibility for allotment of Retiring Rooms is being followed and adhered to as such. IRCTC/Railways reserve the right to make any amendment in such policy at any time during the contract. The same will be binding on licensee.</b></p>
1.2	Basic services in upgraded Retiring room	<p>Licensee may also provide F&amp;B room services to the passengers at market driven rates through tie-ups with local reputed F&amp;B outlets. It will be the responsibility of the Licensee to ensure that items served are of high quality &amp; taste. The freshness of the food is to be maintained at all times. F&amp;B menu rates will require prior written approval of IRCTC. Printed menu should be made available in every room/dormitory.</p> <p>The Licensee shall, at his own cost make available 24 hours operational pantry with limited cooking, if available or from empty available space in the retiring rooms with due approval of IRCTC. Licensee will ensure availability of Tea/Coffee, Milk, Water, Aerated beverages, breakfast, snacks, light food/mini meals through the Pantry for service to the occupants of retiring room only.</p> <p>The Licensee shall, at his own cost provide and make available all service ware, linen, room and bathroom supplies, block stock and other related equipment to provide services that may be required for smooth and standard function of “Retiring Room”.</p>
1.3	Supply of Rail Neer (PDW)	<p>It is mandatory for the Licensee to sell Rail Neer (Packaged Drinking Water – 1000 ml) in such quantities &amp; rates prescribed by IRCTC from time to time. The Licensee will be responsible for storing, cooling and distributing ‘Rail Neer’ to the guests. In case of non-availability/inadequate supply by IRCTC, the concerned zonal officer of IRCTC will give a time bound approval in writing regarding non-availability/inadequate supply to the Licensee who will make it available for the scrutiny of the inspecting officials. In such cases Licensee will be permitted to sell packaged drinkingwater approved by IRCTC from time to time.</p>



1.4	Essential Services/amenities in upgraded retiring rooms	<p>The following facilities must be provided,</p> <ul style="list-style-type: none"> <li>• Upgraded Retiring Room should be 24 hrs., 365 days operational.</li> <li>• Well furnished, well-lit and AC Rooms and Dormitories.</li> <li>• Provision of quality mattresses and linen.</li> <li>• Appropriate Almirah/Locker with lock facility for luggage.</li> <li>• Service through trained and professional attendants well versed with industry norms.</li> <li>• LED Television in each room.</li> <li>• Well laid out and aesthetically designed bathrooms with all modern facilities such as WC, Geysers, Showers, etc.</li> <li>• Telephone/Inter-com in Rooms/Dormitories.</li> <li>• Room Heaters (wherever required due to cold climate).</li> <li>• Firefighting arrangements.</li> <li>• Wheel chair for Senior Citizens/differently abled.</li> <li>• Potable Drinking Water.</li> <li>• Electric Tea Kettle with tea &amp; coffee accessories in every room.</li> <li>• Internet or Wi-fi facilities.</li> <li>• The Retiring rooms to have keyless/Card entry.</li> <li>• The reception/lobby area to be developed in order to showcase the local art and culture or with Railway historical pictures.</li> </ul> <p>Apart from the above, a Checklist of Amenities &amp; Housekeeping to be provided in Upgraded Retiring Rooms &amp; Dormitories is enclosed as <b>Annexure-A.</b></p> <p>Arranging and maintaining of water supply, sewage disposal, storm water drainage, roofing and water proofing, water tanks, existing internal electrical and communication system, firefighting system, alarm system, public address system etc. in addition to what is already provided, as per requirement of state laws is the responsibility of licensee.</p> <ul style="list-style-type: none"> <li>• Licensee shall be responsible for maintenance of “Retiring Rooms” in all aspects, providing high standards of cleanliness. This will include upkeep/maintenance including vacuum cleaning and cleanliness.</li> <li>• The Licensee shall maintain guest logbook and guest suggestion/feedback/review book.</li> <li>• The Licensee should upkeep &amp; maintain on daily basis – Floors,</li> </ul> <p style="text-align: center;">Walls, Interiors and all Furniture and Fixtures etc. Entry area outside the entry gate would also be maintained. Periodic shampooing of sofas and cleaning of blinds should be carried out and will be the responsibility of the Licensee.</p> <ul style="list-style-type: none"> <li>• Maintain fresh/ artificial plants and maintenance of common areas.</li> </ul>
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1.5	Provision of Value Added Services in the “Retiring Rooms & Dormitories”	<ul style="list-style-type: none"> <li>Food and Beverage services in Room.</li> <li>Tour and travel services with local sightseeing etc.</li> <li>Sale of Magazines/books.</li> <li>Journey conveniences &amp; travel requirements such as disposable beds, rolls, gifts and toys etc.</li> <li>Provision of Laundry services.</li> <li>Local/STD/ISD telephone along with internet facility.</li> <li>Wi-fi connectivity in the premises.</li> <li>Bell boy/Porter service for luggage handling.</li> <li>Any other value-added service as deemed fit by IRCTC from time to time.</li> </ul>
1.6	Provision for Divyangjan	<p>Licensee shall make proper provision for entry/exit, seating &amp; other provisions in rooms &amp; toilets for Divyangjan passengers and other senior citizens.</p> <p>Licensee shall also facilitate Divyangjan passengers for services to their respective room/bed.</p>
1.7	Toilet and Bathroom	<ol style="list-style-type: none"> <li>Provision for shower and toilet facility for persons with disabilities to be provided.</li> <li>In the toilets attached with rooms, toiletries (Wash Room Kit) including laundered bath/ hand towels (white or other light color only), tissue paper, and liquid soap with dispenser, amenity kit for shower etc. will have to be provided by the Licensee free of cost.</li> <li>In the common toilets, toiletries (separate common facilities for ladies and gents) and liquid soap with dispenser of good quality will have to be provided by the Licensee free of cost.</li> <li>The toilets and bathrooms common/ attached will be maintained in "as new" condition, with routine and requirement-based cleaning throughout the contract period. A Standard Operating Procedure (SOP) for cleaning should be specified and followed.</li> </ol>
1.8	Minimum Service requirement to ensure all the Customers receive a great first impression of the IRCTC Retiring Rooms. standards	<ol style="list-style-type: none"> <li>All the area must be clean and presentable with minimum inconvenience to the customers at all time.</li> <li>All fixtures/ utilities to be cleaned immediately after use.</li> <li>All furniture must be of acceptable standard.</li> <li>All equipment to be kept serviceable (alternate arrangement in case of breakdown) as a part of the operations.</li> <li>Noise level must be restricted at all times and particularly when replenishing the stock on the services and accepting deliveries.</li> </ol> <p>Welcome host staff will welcome the customers into the Retiring Room and will help passengers to the designated registration and check in area.</p> <ol style="list-style-type: none"> <li>All customer assistance is to be provided.</li> <li>Appropriate lighting in and around the Retiring Rooms and Dormitories.</li> <li>Tiled/Mosaic/other flooring easy for cleaning and maintenance.</li> <li>Independent waste / garbage disposal system.</li> <li>First aid box &amp; facility should be available at all times.</li> <li>Deputing security personnel, if required.</li> </ol> <p>Apart from the above, a Checklist of Amenities &amp; Housekeeping to be provided in Upgraded Retiring Rooms &amp; Dormitories is enclosed as</p> <ol style="list-style-type: none"> <li><b>Annexure-A.</b></li> </ol>



1.9	Booking of Retiring Rooms/Dormitories	<p>Booking of Retiring Rooms/Dormitories should be done through the CRIS software or software/website as decided by IRCTC/or any other website of travel aggregator/agency/individual with prior approval.</p> <p>Over the counter booking/walk-in booking should also be done through the CRIS software or software/website as decided by IRCTC.</p> <p>The Retiring Room can also be booked through IRCTC Website and/or Websites owned by any other agency/individual. However, the routing of transaction should be done through the CRIS software or Software/Websites as decided by IRCTC.</p>
1.9 (A)		<p>For room /dormitory bookings online, customer has to pay 100% of the tariff online. The tariff collected online by IRCTC/Licensee will be reconciled every 15 days.</p> <p><b>Rooms/Dormitories shall be offered in slots of 03 hrs., 06 hrs., 9 hrs., 12 hrs., 24 hrs. and maximum of 48 hrs. The same shall require approval of IRCTC/Railways.</b></p>
1.9 (B)		<p>The cancellation of Retiring Room will attract cancellation charges as under: -</p> <ol style="list-style-type: none"> <li>Cancellation in advance of 48 hours of the day of occupation –Deduction of 20%</li> <li>Cancellation within a period of less than 48 hours of the day of occupation - Deduction of 50%</li> <li>Cancellation on the day of occupation – No refund.</li> </ol> <p>Amount will be refunded to customer except the payment gateway/online transaction charges.</p> <p>The cancellation amount will be refunded to Licensee at the time of reconciliation and submission of bills. The charges above is subject to revision from time to time.</p>
1.10	Branding and Marketing	<p>For the purpose of providing information to the passengers, Licensee shall be permitted to display information on board of reasonable size (as decided by Railways/IRCTC) regarding availability of Retiring Rooms at three locations per entry of the station. The IRCTC logo/brand name shall be included in the signage plan for prominent display duly abiding by the directives regarding space distribution shown in <b>Annexure- C</b> or as amended by IRCTC.</p> <p>No advertising for any other product or service shall be permitted on signage. The cost of the signage board and other related costs shall be borne by licensee.</p>
1.11	Tariff at the time of commissioning	<p>Tariff at the time of commissioning will be approved by IRCTC. Licensee will submit request at the time of handover of unit/Retiring Room. The nomenclature/naming of Rooms &amp; Dormitories to be kept uniform for all stations. The same shall be kept in mind while submission of Rate/Tariff and approval.</p> <p>Rooms/Dormitories shall be offered in slots of 03 hrs., 06 hrs., 9 hrs., 12 hrs., 24 hrs. and maximum of 48 hrs. The same shall require approval of IRCTC/Railways.</p> <p>Licensee shall ensure that the extant policy of Railways/IRCTC regarding duration of stay in Retiring Rooms and eligibility for allotment of Retiring Rooms is being followed and adhered to as such. IRCTC/Railways reserve the right to make any amendment in such policy at any time during the contract. The same will be binding on licensee.</p>





1.12	Tariff Revision	<p>Retiring Rooms shall be catering to bonafide rail-passengers only. Tariff for various facilities will be market driven for similar facilities and shall require approval of IRCTC.</p> <p>Licensee shall seek prior approval from IRCTC for the tariffs being charged for all the guests' facilities, as well as food and beverages to be served in the Retiring Rooms. The proposal for revision of tariffs will be considered only after completion of a period of financial year i.e. on 1st April. The rate revision shall consider following factors for revision,</p> <ol style="list-style-type: none"> <li>1. Increase in Railway Tariff</li> <li>2. Increase in minimum wages</li> <li>3. Actual tariff charged by similar facilities in the vicinity.</li> <li>4. Inflation Rate</li> <li>5. WPI (Wholesale Price Index).</li> </ol> <p>The single point of contact for rate revision shall be respective zonal GGM/IRCTC. Tariff will only be considered for revision once every financial year. Licensee will submit the request of tariff revision with proposed tariff along with justification latest by 31<sup>st</sup> December of every year. IRCTC will intimate its decision latest by 31<sup>st</sup> March of the following year so that the revised tariff (if approved) will be implemented by 01<sup>st</sup> April of every following year.</p> <p>Licensee will be allowed to sell Retiring Rooms at any price lesser than the approved tariff. In no case whatsoever, licensee should sell room at above /over the approved tariff (overcharging). In case overcharging is detected, penal action shall be initiated by IRCTC.</p>
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## 2.0 OBLIGATIONS AND RIGHTS OF THE LICENSEE

2.1	Ban on sale of items shall not be sold in the Retiring Rooms	:	Tobacco products, wine, beer or any other alcoholic drinks or any other item prohibited by Law. Beef and Pork shall not be used in any form in any food items.
2.2	Issuing of Bills	:	<u>The proper bill for any services shall be issued to guests/passengers by licensee. Tin no, GST, and any other taxes as per govt. shall be mentioned in the bill.</u>
2.3	Waste disposal	:	The Licensee would have to arrange for adequate solid waste disposal system for the Locations. Licensee will arrange collection of garbage after each service and its proper disposal.
2.4	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. Licensee will assess the water consumption and electricity load requirements for the Locations and apply for getting the same to concerned Railway authorities through IRCTC. In case, the Railways 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 Railway authorities.</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 12% per annum for the number of days of default until the balance pending payments are cleared.</p>



2.5	IRCTC Branding and Signage plan	:	Unit will be IRCTC and Licensee Co-branded unit. The distribution of display space on the Outer façade and other areas of the unit, will be broadly as per in <b>Annexure-C</b> or as amended by IRCTC from time to time. The cost of the signage board and other related costs shall be borne by Licensee.
2.6	Certificates/ Permissions	:	Licensee will obtain necessary certificates/ permissions as required by law such as NOC for health etc. 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.
2.7	Medical examination of staff	:	Licensee shall have his staff examined on payment of prescribed fee by Railway medical officer or any other competent authority designated by IRCTC and gets the requisite certificate issued.
2.8	Display of rate list	:	The Licensee shall exhibit “accommodation rates” and tariff of other services/facilities, prominently for the information of the customers at Retiring Rooms as have been agreed upon from time to time by the IRCTC.  There should not be any cutting/ overwriting on the rate list/s including pasting of stickers.
2.9	Right of user’s only	:	The Licensee will operate the Retiring Rooms 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.
2.10	Relation of Licensee’s labour	:	<p>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 &amp; IRCTC as principle-to-principle basis.</p> <p>The Licensee shall comply with the provisions of all labour legislations’ including, but not confined to the requirements of:</p> <ol style="list-style-type: none"> <li>Employees’ Compensation Act</li> <li>Shops &amp; Establishment Act</li> <li>PF &amp; ESI Acts</li> <li>Child Labour (Prohibition and Regulation) Act, 1986.</li> <li>Contract Labour(R&amp;A) Act, 1971</li> <li>Minimum Wages Act, 1948.</li> </ol> <p>Licensee has to upload details of LOA, engaged workmen, wages payment details, PF &amp; ESI details on monthly basis at <a href="http://www.shramikkalyan.indianrailways.gov.in">www.shramikkalyan.indianrailways.gov.in</a></p> <p>The Railway /IRCTC will not accept any responsibility for the loss/damage/injury (including death) caused to the Licensee or to the personnel engaged by him in the process of rendering services under this License and no claim/compensation will be entertained in this regard.</p>
2.11	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.



2.12	Inspection by Food/Health Inspectors	:	Licensee will also be obligated to get his premises inspected by Food/Health inspectors at regular intervals in addition to having a food Contract from concerned authorities. Licensee will make available the premises for the inspection by the IRCTC or any person so authorized by the IRCTC at any time. Licensee shall submit Annual Certificate to IRCTC for this.
2.13	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.
2.14	Compliance of statutory law	:	Licensee shall be responsible for compliance with applicable laws such as GST Tax Law, 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 is 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.
2.15	No unlawful/ illegal activity	:	Licensee shall not carry on any unlawful immoral or illegal activity at the station.
2.16	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. This suggestion book shall be serially numbered and pre-authenticated by the IRCTC.
2.17	Eco Friendly / bio-degradable Material.	:	Licensee shall preferably not use plastic material. Eco-friendly/bio-degradable packaging material should be used for supply of food items. Instead of plastic, good quality disposable cups should be used for serving tea/coffee, mineral water etc. The Licensee will do garbage collection and disposal in a satisfactory manner.
2.18	Provision of fire extinguishers	:	The Licensee shall provide sufficient nos. of fire extinguishers. Upkeep and maintenance of the fire extinguishers shall be the responsibility of the licensee.
2.19	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.
2.20	Provision of space for IRCTC Official	:	<p>For supervision &amp; control, it is necessary to provide space/cubicle of minimum of 6 feet x 6 feet for IRCTC Official in the Retiring Rooms. This cubicle/room should be Air-conditioned and furnished with working table and chair, curtains, desktop computer with printer &amp; internet facility. The criteria may be relaxed by Zonal GGM at stations where the lettable units are less than 10.</p> <p>The Licensee has to make good the deficiencies pointed out by the IRCTC Manager, failing which action will be taken under terms and conditions of License.</p> <p>The IRCTC Manager will help licensee in coordinating with Railways with regard to operation of Retiring Rooms.</p>
2.21	Standard of services	:	The quality of services in all rooms shall commensurate with the tariff charged.



2.22	Service wares and Storage etc.	:	Crockery, cutlery, napery, pillow, mattress, Linen, Towel and other wares used in the Locations are required to be of good quality as per industry norms.
2.23	Staff	:	<p>The staff to be deployed at the locations must be well groomed and wear neat and clean uniforms with name badges. The Licensee shall inform the pattern and style of uniforms to be adopted for staff. IRCTC may specify design, pattern and colour scheme for uniform of the staff at the unit. The licensee will abide by such instructions.</p> <p>Staff must be courteous and polite to every passenger at all times. Staff must be trained in hospitality services and the service should be of a high order. Number of staff permitted in each outlet will be in proportion to the activity of each sub-unit.</p> <p>An adequate area should be earmarked for staff changing and dining facilities.</p>
2.24	Safe Working	:	The safe working of equipment and adherence to the regulations of Railways/local authorities. However, usage is strictly as per approval from Railways/IRCTC.
2.25	Damage to Railways premises	:	The Licensee shall be responsible for all damages caused to the Railways premises arising out of acts of omission and commission of Licensee or their staff.
2.26	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.
2.27	Cancellation/ withdrawal/ non-operation of Retiring Rooms	:	<p>In case the cancellation/withdrawal/non-operation of the Retiring Rooms at station is for a period of 30 days or more at the instance of Railways/IRCTC, the agreement will be in abeyance. The tenure of the agreement will be extended by corresponding period at the restoration of Retiring rooms operations.</p> <p>However, licensee cannot suspend the operations Suo-moto.</p>
2.28	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/Railways.
2.29	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.
2.30	Supervision and management	:	IRCTC may depute its manager or any other designated officer who will be overall in-charge of functioning of the Retiring Rooms and will be responsible and ensure compliance of terms and conditions and other instructions by the Licensee.



2.31	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 Railway authorities through IRCTC. In case, the Railway 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 Railway authorities. Licensee will install gen-set of adequate capacity with permission of IRCTC/Railways or pay and use facility for power backup in case such provision is provided by Railways.
2.32	Reservation of Rooms for IRCTC Officers/ Staffs	:	<p>The licensee should hold at least one AC double bed room every day for use of IRCTC till 2400 hrs. of the previous day. IRCTC/User authorized by IRCTC will be charged 20% of the existing tariff being charged by Railway Passengers. In case IRCTC does not issue instructions for booking of this room up till 2400 hrs. of previous day, licensee would be free to sell/book this room for railway passengers. "User Authorized by IRCTC" for availing 20% discount should be approved by Zonal GGM / Regional CRM while the permanent staffs/officers and deputationists of IRCTC may be exempted from taking authorization for self-stay.</p> <p>User Authorized by IRCTC may include Railway officials if requests are forwarded by Sr. DCM or above of the division, subject to availability.</p>

### 3.0 OBLIGATION AND RIGHTS OF THE IRCTC

3.1	Issue of medical Certificate	:	IRCTC will assist licensee for issuance of medical certificates to the staff of the Licensee by Railways.
3.2	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.
3.3	Right to resume the possession of the premises	:	<p>The IRCTC/Railways administration reserves the right to resume possession of the leased premises, if required for the purpose of working of the Railways.</p> <p>The site shall be as per the site plan attached in the Tender Document. The site handed over to licensee shall not be changed in normal circumstances.</p> <p>In exceptional circumstances of construction in station building due to redevelopment activity or shifting of the station building or takeover of site by Railway for working of Railway or any other similar reason etc. when the site is required to be vacated, Licensee shall have to vacate the site. In such case, if alternate site is available, licensee shall be offered</p>



			<p>alternate site for the balance period of the license. Licensee shall have to accept/reject the offer of alternate site by IRCTC within 15 days from the issuance of the letter of offer. If licensee accepts the offer of alternate site, the alternate site shall be handed over for setting up, operation and management of (Refreshment Room/Jan Ahaar) as per the Terms &amp; Conditions of the Tender Document.</p> <p>There shall be no change in the license fee. The tenure of license shall be extended for equivalent period of closure &amp; commencement thereof. Licensee shall not be entitled to any compensation or any damages whatsoever (including, without limitation, incidental, direct, indirect, special and consequential damages, or other pecuniary loss) arising due to shifting of site or non-availability/non handing over of the alternate site. No claim in this respect shall lie against IRCTC.</p> <p>In case, license does not accept the offer of alternate site by IRCTC and the alternate site is not handed over to the Licensee, IRCTC shall refund the Security deposit &amp; pro-rata available license fee.</p>
3.4	Provision of space on as is where is basis	:	IRCTC will provide spaces as earmarked by Railways on “As is where is basis” to the licensee on lease and contract basis. The locations earmarked may be open spaces or spaces with old building structure. Such locations will be handed over in the same condition and no further alterations/demolitions of the old structure building will be carried out by IRCTC/Railways, unless approved in writing by IRCTC/Railways.
3.5	Electricity and Water Connection	:	IRCTC will assist in getting the electricity connection/access, power sanction, water connection/access, etc. from the Railways or other authorities.
3.6	Payment of property tax	:	The Licensee shall at all time bear property Tax if any with respect to the locations as may be demanded by any competent/local authority.
3.7	Quality Monitoring System	:	<p>IRCTC will monitor the quality of the accommodation operations/ services by conducting regular inspections, taking independent users’ feedback.</p> <p>IRCTC shall assess the performance of the licensee on various parameters. The format with the parameters of annual performance assessment report is attached at <b>Annexure B</b>.</p> <p>Fines/Penalties will be imposed suitably if the quality of the services is not maintained by the Licensee.</p> <p>IRCTC will issue guidelines/circulars on the quality monitoring system and Licensee should follow them to maintain high quality standards.</p>
3.8	Third Party audit	:	IRCTC may conduct Audit on its own or by professional agency of the premises/operations. The recommendations of the agency as accepted and advised by IRCTC or its representatives must be complied with by the Licensee.
3.9	In-House Audit	:	Regular in-house audit, by Licensee, will be undertaken by trained staff at least once in year and observations will be recorded and advised for compliance. Licensee will be required to submit the in-house audit report to IRCTC from time to time.





**List of Amenities to be provided in Upgraded Retiring Rooms & Dormitories And  
Check list for Housekeeping for Upgraded Retiring Room & Dormitories**

**Bed Room:**

S.No	Item	Specifications	Norms	Remarks after daily Check
1	Bed	A good quality king size bed		
2	Mattresses	4-5 inch (or more) thick soft dual weather of reputed brand like Sleep well, Kurl-on, etc.	To be replaced when sagis observed	
3	Bed Sheet	White cotton self-striped bed sheet size 275x275 cm of reputed brand like Bombay dyeing, Raymond's, etc.	Nicely tucked in under the mattress. To be replaced after one day use or change of occupants.	
4	Pillow (4 no's)	Matching with bed sheet (size 69x49cm)	To be replaced when reduction in thickness observed	
5	Pillow Cover	White soft cotton, matching with bed sheet	To be replaced after change of occupants	
6	Quilt for Winters	Double bed size of reputed brand like Bombay dyeing, Phoenix, etc.	Dry clean in a month or as per need	
7	Quilt Cover	White soft cotton matching with bed sheet	To be replaced after change of occupants	
8	Dohar for Summer	Dohar of Double bed full size of Brands like Bombay dyeing, Signature, Amazon Basic Microfiber comforter, etc.	To be replaced after change of occupants	
9	Side table on both side of bed (Wherever Feasible)	Same quality as of Bed	To be dusted daily	Wherever feasible
10	Similar type of lamps on both side of bed (Wherever Feasible)	On table or vanity type, individually controlled	Working (to be checked every day)	Wherever feasible
11	Attendant bell or Intercom with reception	On both side of the bed.	Working (to be checked every day)	
12	Bed side switches and at least two 5 – Amp plugs on both side of bed	Individually controlled for charging of mobile /working with laptop	Working (to be checked every day)	
13	Night lamps (Wherever Feasible)	Night lamps to be controlled from bed side	Working (to be checked every day)	Wherever feasible
14	Runner on both side of Bed (Wherever Feasible)	Good quality	To be clean daily	Wherever feasible
15	Above 45" LED TV with cable/dish connection (Wherever Feasible)	Sony, Samsung or LG	Working Of TV, cable/dish and their remotes to be checked every day	Wherever feasible
16	Split ac (with Heating and cooling.)	The tonnage and no's to be as per size requirement of room AC Remote to be placed next to Bed on the Wall	Working (to be checked every day)	



17	Room Heater	Branded Oil type heater to be provided of sufficient capacity. A 15 amp plug point for oil heater to be provided on side of bed	Working (to be checked every day)	
18	Mosquito Repellent	Mosquito repellent of good brand	To be provided in bedroom (Refill to be replaced)	
19	Room lighting switch	First switch at the entry of the room	Working (to be checked every day)	
20	Door bell	Of pleasant sound	Working (to be checked every day)	
21	Room lights	Diffused LED type lighting pleasing to eyes. It should not be harsh. Focused light at Study table and bed side lamps	Working (to be checked every day)	
22	Wall and window curtains	Of good fabric mating with ambience of the room.	To be dusted daily	
23	Painting of room walls	Of pleasant color of good quality emulsion of reputed brand like Asian, Nerolac, etc.	Wipe cleaned on regular basis	

### **Drawing/Dining:**

S.No	Items	Specifications	Norms	Remarks after daily check
24	Sofa set with center table (Wherever Feasible)	Minimum of 4/5 seat depending upon size of room	To be dusted daily	Wherever feasible
25	Dining Table with 4/6 chairs (Wherever Feasible)	Size of dining table to be decided based on room size	To be dusted daily	Wherever feasible
26	Two empty glasses with jug for drinking water	Empty glasses should be properly wrapped in a napkin	To be replaced daily.	
27	Paper napkins	Soft type	Always be available in the room	
28	Tea kit	Tea bag of normal tea, green tea, sugar sachet, sugar free, milk powder	Welcome kit free of cost	
29	Two cups and saucers	Cups and saucers must be covered with napkins.	To be replaced daily.	
30	Electric Kettle	Branded, Bajaj, Havells, etc. With a plug point near the Tea Kit	Working to be checked every day	
31	Refrigerator	Small refrigerator of reputed Brand	Working to be checked every day	
32	Study Table with one chair	Of good quality made up of wood	To be dusted daily	
33	Writing pad and pen on working desk	Of good paper quality with Gel pen	If required to be recouped after change of occupant	
34	Leather Information folder	Information about ORH, Details of inventories and instructions to the guest, tourist places nearby, important numbers etc.	Every room	
35	Wall clock	Noise free	Working to be checked every day	
36	Dustbin	Neither too high or too low	To be clean daily	
37	Safety and Fire instructions	Must give details about actions to be taken in emergencies like Fire, short circuit, medical problems, etc.	Backside of entry door in every suite	



### Dressing & Closet:

S.No	Items	Specifications	Norms	Remarks after daily check
38	Closet with cloth hanging space And a Mirror for dressing	Size must be according to room size	To be cleaned daily or change of occupant	
39	Hangers	Branded two Coat hangers' number and five cloth hangers to be provided	To be cleaned daily or change of occupant	

### Washroom:

S.No	Item	Specifications	Norms	Remarks after daily check
40	Mat at the entrance of toilet gate	Good quality water absorption mat	To be cleaned daily	
41	Toilet door with inside and outside 2 latch	Good quality of reputed brand	Door to be cleaned daily and latch working to be checked every day	
42	Stainless steel Robe hook	On the back of the door with provision at least 5 hooks	To be repaired as and when needed	
43	Sunk in type Wash basin with Marble/Granite surface	Wash basin of good brand like, Roca Parry ware, Jaquar, to be with anti-bacterial coating	To be cleaned daily or change of occupant	
44	Mirror above washbasin to be preferably covering full wall	Mirrors should be spotless	To be cleaned daily or change of occupant by 'Colin' type liquid	
45	Wash basin Taps, Mixer and other fixture	Of good quality/reputed brand like, Jaquar, Hind ware, Roca Parry ware	Their operation must be checked daily	
46	Wash basin wall light	Just above the mirror and of sufficient illumination	Working to be checked everyday	
47	Stainless steel Towel Rack	For two big size bathroom towels	To be cleaned daily or change of occupant	
48	Square shaped Tower ring at washbasin	Size should accommodate two hand towels	To be checked daily	
49	Hair Drier next to wash basin	Hair Drier may either be available on demand or secured to the plug point next to mirror	Working to be checked with new occupant	
50	Bathroom towel	Two 75x150 cm size towels of Bombay dyeing 8 Ultrix (Trident, Spaces etc.	To be replaced daily or change of occupant	
51	Hand towel	Two 40x60 cm cotton towel equivalent to Bombay Dyeing Ultrix, Trident or Spaces, etc.	To be replaced daily or change of occupant	
53	WC with hand held Faucet and paper roll	WC and seat should be coated with anti-bacterial material which must not allow bad odor	To be cleaned daily with Harpic, After every cleaning Provision of paper around WC cover and seat showing 'this seat is sanitized for you' The operation of WC jet /Hand held faucet and flushing system operation must be checked daily. Paper roll be recouped as and when needed	
54	Waste basket	With provision of polythene bag inside	To be emptied daily	
55	Shower area exhaust	24" size of Bajaj or Havells make	Working to be checked everyday	



56	Bucket with Mug and bathing stool	Made of plastic of reputed brandAll items	To be descaled as and when needed. Replace when too many scratches develop	
57	Geyser	About 25 liters of reputed brand	Working to be checked everyday	
58	Floor tiles	Anti-skid type	Should be spotless, to be cleaned daily or change of occupant using scented disinfectant	
59	Wall Tiles	At least 1.80 M height	Should be spotless, to be cleaned daily or change of occupant using scented disinfectant	
60	Branded Liquid hand wash at wash Basin	Branded Liquid hand wash	To be recouped as and when needed	
61	Soap dish at bath area	Of good quality proper fixing in the wall	Repair as and when needed	
62	Bathroom Accessories	Provision of liquid soap, toilet paper, odonil etc.	On regular basis or change of occupant	
63	Toiletry kit	Tooth brush, tooth paste, Bath soap, Moisturiser, Shampoo pouch, comb, hair oil	On payment basis	
64	Shaving kit	Shaving cream, disposable razor shaving brush, moisturizer	On payment basis	

### Maintenance:

S.No	Item	Specifications	Norms	
1	<b>Cleaning &amp; Housekeeping</b>			
	a)	Toilet seat should be spotless with no foul smell	To be cleaned daily with Harpic, Phenyl etc.	
	b)	Provision of paper around WC ring showing 'this seat is sanitized for you'	After every change of Occupancy	
	c)	Washbasin should be spotless	To be cleaned daily with Harpic or equivalent liquid detergent	
	d)	Mirrors should be spotless	To be cleaned with change of occupancy by 'coling'	
	e)	Sanitary fittings should be spotless. There should be no water droplet marks	To be cleaned daily and wiped by plain dry cotton cloth.	
	f)	Proper functioning of Geyser	To be checked daily or change of occupancy.	
	g)	Floor tiles should be spotless	To be cleaned daily or change of occupancy using scented disinfectant and wiped	
	h)	Wall tiles should be spotless	To be cleaned once a week or change of occupancy using scented disinfectant	
	<b>Dusting &amp; Mopping</b>			
	a)	Dusting of each and every item of furniture, curtain rods	Daily	
	b)	Dusting of electronic appliances like TV, telephone, footlights etc.	Daily	
	c)	Dusting of mattress, bed sheet, linen, blanket	Daily	
	d)	Cleaning of sofa with vacuum cleaner	Once in a week	
	e)	Cleaning of electronic fittings, switch boards, electric gadgets such as fans, tube lights, LEDs	Once in a week	
	f)	Sweeping and wet mopping of floor with scented disinfectant	Daily	



**GENERAL:**

**Crockery and Cutlery:** preferably white with IRCTC Emblem of good brand for all In-room and restaurant dining.

**Kitchen:** must be a Modular Kitchen with all modern facilities.

**Reception:** Must be having a decent reception desk for Check-in and check – out by the guests.

**Store:** All new Linen washed Linen, Quilts; etc. must be stacked properly and must be free of pest and rodents.

**Housekeeper Trolley:** Housekeeper must be able to service all rooms and take all refills in the trolley.

**Seasonal preparation:** must be carried out by before start of the season.



**ANNUAL PERFORMANCE ASSESMENT REPORT  
RETIRING ROOMS  
ANNUAL PERFORMANCE ASSESMENT**

S.No	Parameter				Weightage		Marks	Marks Awarded
A	Compliance of Tender conditions				20			
	Based on DGM/JGM/AGM Report							
	a	Adequate Facilities /Amenities					5	
	b	Adequate no of staff					5	
	c	Submission of Reports as per schedule					5	
	d	Payment of License fee & other dues					5	
B	Day to Day Operations				10			
	Based on Station officer / Area officer's Report							
	a	Cleanliness of Rooms/dorms and Maintenance					2	
	b	General Hygiene (Personal, Equipment & Surroundings)					2	
	c	Quality of Food and Amenities/facilities					2	
	d	Responsiveness of Manager/Guest Relation Executiveto Guests					2	
	e	Skill sets / Behaviour of Staff					2	
C	Customer satisfaction survey				20			
	Based on report of external agency, Feedback collected and 139							
			>	81 %		20		
			to	80 %		15		
			to	70 %		10		
			to	60 %		5		
			<	50 %		0		
D	3rd Party Audit				20			
	Based on the Report of External agency engaged by IRCTC							
			>	81 %		20		
			to	80 %		15		
			to	70 %		10		
			to	60 %		5		
			<	50 %		0		
E	Inspection by IRCTC Officers (DGM & Above)				10			
	Based on the Consolidated Inspection Reports							
	a	Valid documents, Records, Billing					5	
	b	Quality & Hygiene					5	
F	Zonal GGMs Assessment				20			
	As per the Assessment of GGM based on the performance of license							
	a	Timely payment of License fee					10	
	b	Reduction in no of complaints					5	
	c	Responsiveness, compliance & Improvement					5	
			Total		100			





## INDICATIVE SIGNAGE PLAN

### DISTRIBUTION OF DISPLAY SPACE ON THE OUTER FACADE AND OTHER AREAS

#### Horizontal Board



1. The ratios/proportion for signage board display should be adhered to.
2. Service Provider shall put IRCTC logo in the centre of entrance doors.
3. The signage boards/display boards should be shared by IRCTC & Licensee in the ratio 75:25 (IRCTC: Licensee) as indicated in above plan.



**DETAILS OF RETIRING ROOMS AND DORMITORIES (BEDS), APPROX. AREA AND MINIMUM LICENSE FEE AT RAILWAY STATIONS.**

S.No.	Station Name	Area (Sq. Mtr)	Station Category	Type of Room	NO. OF ROOMS	Minimum License Fees
					(Nos of beds in case of Dormitory)	
1	Belur Math	210.51sqm	SG-3	Non-AC Room	1	Rs. 34,603.00
				N-AC Dormitory	8	
2	Bolpur	76.79 sqm	NSG-4	AC Room	2	Rs. 55,980.00
				Non-AC Room	1	
3	Nabadwip Dham	222.05 sqm	SG-3	Non-AC Room	2	Rs. 17,382.00
				N-AC Dormitory	6	
4	Tarkeshwar	282.21 sqm	SG-3	Non-AC Room	2	Rs. 4,341.00
				N-AC Dormitory	6	
5	Ramgrah Cant.	613 sqm	B	Non-AC Room	6	Rs. 1,233.00
				N-AC Dormitory	4	

**Note:**

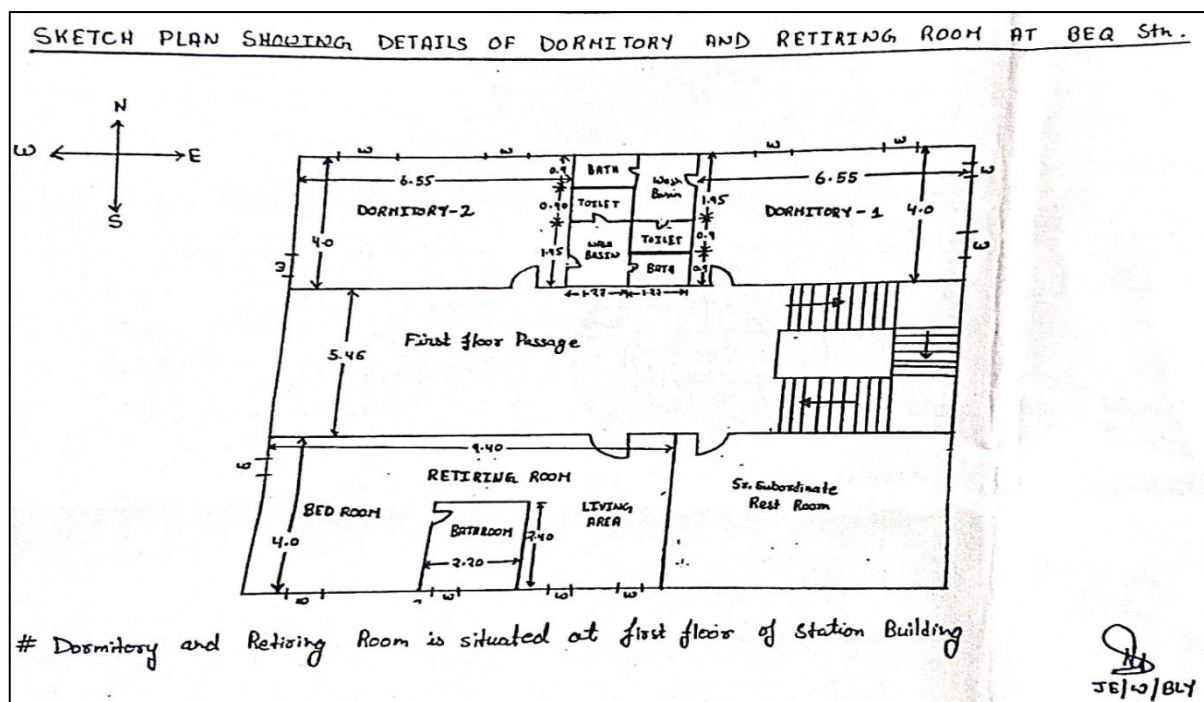
1. In case of deviation in sellable units at the time of physical handover of Retiring Rooms w.r.t. what is shown in the tender document, the quoted annual license fee will be revised i.e., increased or decreased in proportion to the deviation for the entire currency of the license.
2. Description of location is only indicative. Bidders are advised to visit the Retiring rooms complexes at respective stations for firsthand information.
3. The bidders are also advised to visit site / Location to understand Covenants of this bid.
4. **Area provided in the tender is provisional & may vary at site/s. Actual Area will be communicated to appointed Licensee at the time of handover of site. Licensee has to pay Rs.10/- Sq. Mtr. per annum of actual area handed over along the quoted license fee.**
5. **In case of deviation in sellable units at the time of physical handover of Retiring Rooms w.r.t. what is shown in the tender document, the quoted annual license fee will be increased or decreased in proportion of deviation for the entire currency of the license.**

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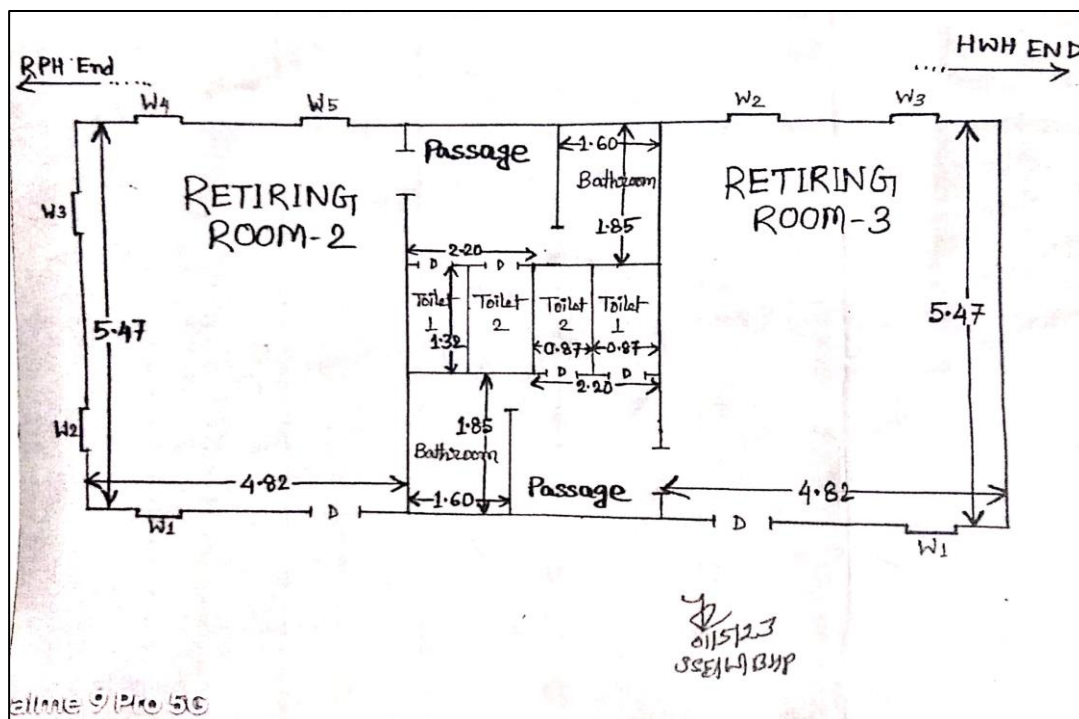


## INDICATIVE SITE PLAN/SKETCH PLAN OF RETIRING ROOM & DORMITORIES AT VARIOUS RAILWAY STATION

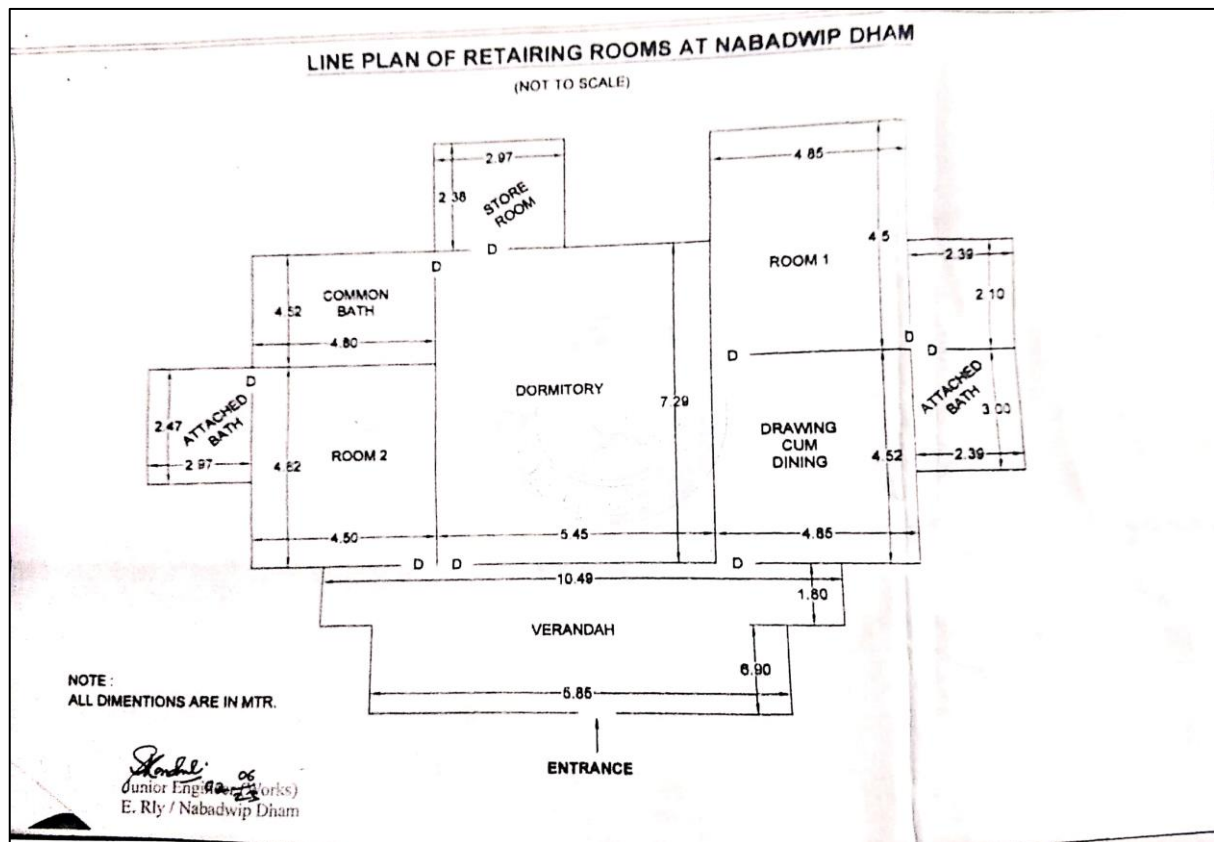
### 1. Belur Math



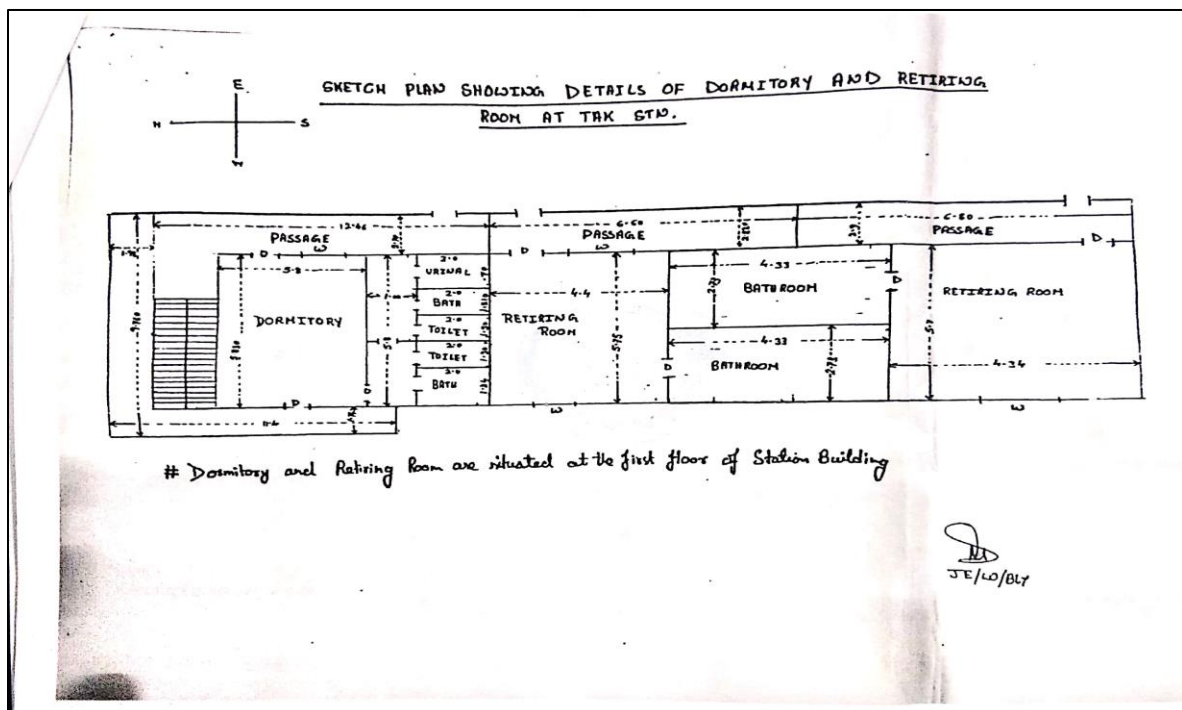
### 2. Bolpur:



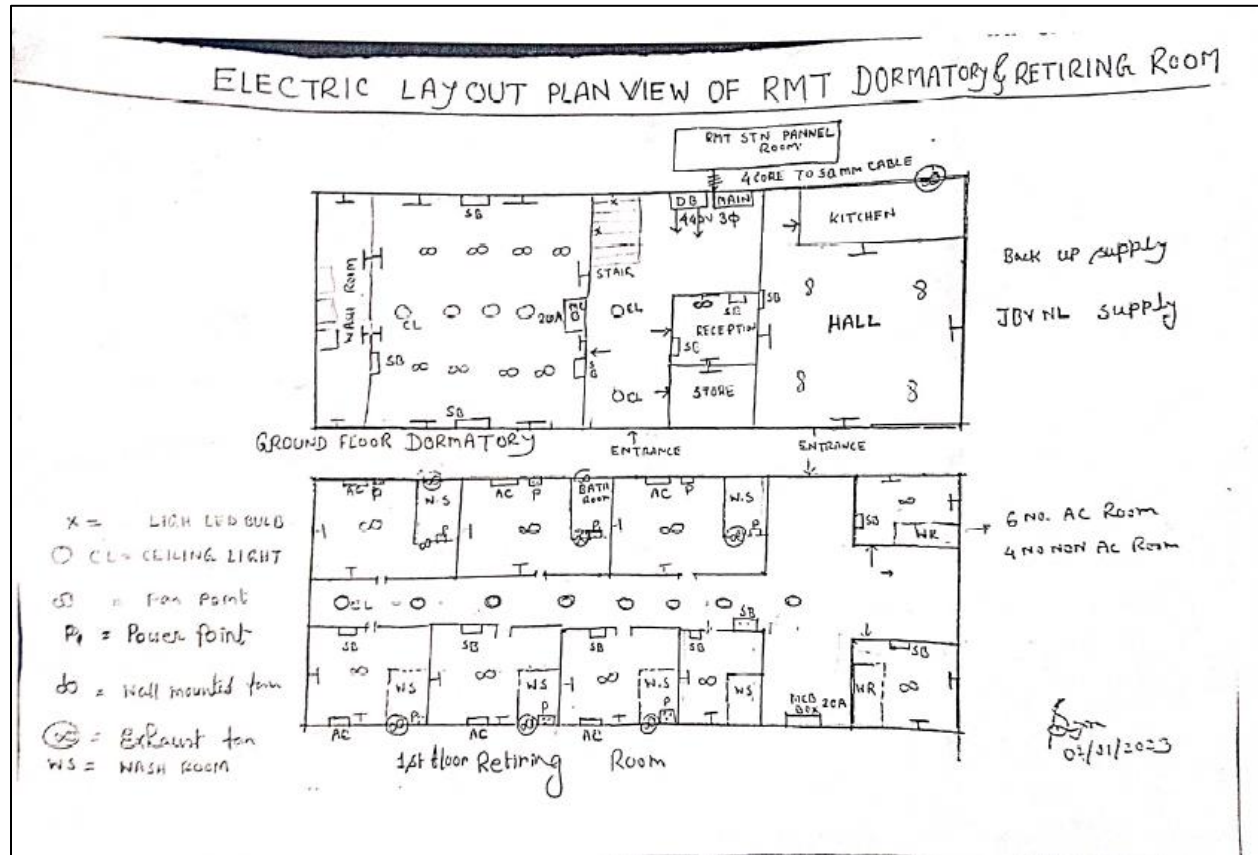
### 3. Nabadwip Dham:



### 4. Tarakeshwar:



## 5.RAMGRAH CANT.



## SECTION-3

### **General Information and General Contract Conditions and Annexure E, F & G**

#### **General Information**

#### **SUBJECT: E-TENDER FOR RENOVATION, OPERATION, MAINTENANCE & TRANSFERBACK OF RETIRING ROOMS AT VARIOUS RAILWAY STATIONS.**

1. The E-tender is not transferable.
2. The intending tenderers are advised to study the E-tender terms and conditions of this License and make themselves conversant with the contents as these terms and conditions shall govern this License and shall form an integral part thereof.
3. Tenderers are also suggested that they should visit the proposed site(s) so as to see the actual ground conditions, before submitting their bid(s).
4. **Ceiling Limit on holdings:** In order to discourage monopolistic tendency and to avoid concentration risk with single tenderer/entity, a cap/ceiling on holding of retiring rooms & dormitories at Railway Stations with a single tenderer/entity has been kept.  
A single tenderer/entity shall not have Retiring rooms & dormitories at more than 25 Railway Stations over Indian Railways. Thus, a single tenderer/entity shall not be awarded Retiring rooms & dormitories at more than 25 Railway Stations over Indian Railways. This shall include the existing holdings of the Retiring Rooms & Dormitories at Railway Stations of the bidder.
5. Bidder may note that while submitting the online bid they are required to submit following documents as mentioned under Section- IV:
  - a) **Appendix-1 (Technical Bid) comprising FORM- 1 to FORM-7 (duly filled) as mentioned in the Tender document along with Integrity Pact at Annexure 'F' and**
  - b) **Appendix-2 (Financial Bid) of the Tender document**

**Scanned/digitally signed Tender document is not required to be submitted at the time of online submission of tender. Section - I, II & III shall remain inseparable part of the Tender Document.**

6. Check List of Amenities to be provided in Upgraded Retiring Rooms & Dormitories and Check list for Housekeeping for Upgraded Retiring Room & Dormitories is enclosed as **Annexure-A**
7. Annual Performance Assessment Report is enclosed as **Annexure-B**
8. Signage plan for distribution of display space on the outer facade and other areas is enclosed as **Annexure – C**
9. The table with details with name of railway station, Area in sq. ft. (approx.), No. of Rooms/Beds in dormitories, Minimum license fee is attached at **Annexure – D**.
10. The indicative site plan/ sketch plan of the retiring rooms and dormitories at the railway stations intended for award of license is enclosed as **Annexure – E**.
11. Format for integrity pact, if applicable, is enclosed as **Annexure – F**
12. Agreement towards Waiver under Section 12(5) and Section 31-A (5) of Arbitration and Conciliation (Amendment) Act **Annexure-G**
13. Draft Contract Agreement to be executed between IRCTC and licensee is placed at **Annexure –H**

#### **General Contract Conditions**





## 1.0 CONDITIONS GOVERNING THE PERFORMANCE OF THE CONTRACT

1.1	Right of user's only	:	The Licensee will operate the Retiring Rooms 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.
1.2	Submission and approval of plans	:	<p>a. Licensee shall submit preliminary plans, specifications and tentative time schedule for commissioning of Retiring Rooms to IRCTC, through an experienced architect within 30 days from the date of remittance of security deposit/acceptance or as advised by IRCTC.</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 in <b>Annexure- C</b> or as amended by IRCTC.</p> <p>c. The detailed plans shall include civil layout plans of all floors, elevations, sections and interior plans showing layout of furniture's, kitchen area, sitting area, service areas, washing area etc. The 3-D views of external facade shall also be submitted, which should be in harmony with the style and architecture of the main building.</p> <p>Concerned Railways will approve the plans.</p> <p>d. IRCTC would forward the same to respective departments of Railways and in consultation with concerned Zonal Railway would obtain the final approval of Railways. Alterations / modifications made by the Railways shall be binding on the Licensee and decision of the Railways / IRCTC shall be final. If Railway/IRCTC suggests changes in the General Arrangement of Drawing (GAD), the new GAD has to be submitted within 12 days of the issue of the letter/advisory.</p> <p>e. Giving possession of site shall be subject to payment of annual License Fee for the first year in advance and in case of existing licensee; this shall also be subject to clearance of outstanding and payable against IRCTC/Railways.</p>
1.3	Alteration/renovation of the Retiring Rooms	:	The Licensee will be allowed to carry out any alteration or renovation in the Retiring Rooms. For all these actions the Licensee will have to take prior written approval of the IRCTC/Railways.
1.4	Free time for construction	:	The licensee would be allowed 120 days to commission the Retiring Rooms from the date of handover of site. 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 consider licensee's representation and take suitable decision to levy penalty, pro-rata licence fee or otherwise for additional time. IRCTC's decision shall be final and binding.



1.5	Failure to commission	:	In the event of failure to commission the Retiring Rooms 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's will be final and binding in this regard.
1.6	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, penalty interest @ 12 % per annum for the number of days of default, etc. as deemed fit by IRCTC.
1.7	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.
1.8	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.
1.9	Indemnification by Licensee	:	The Licensee will indemnify the IRCTC/Railway administration for any loss or damage caused by Licensee because of his fault or default.
1.10	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).
1.11	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 <b><u>up to Rs. 10,000/- per default</u></b> 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 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 Licensee shall be also be debarred from participating in the future projects of IRCTC for a period of one year.



1.12	<p>a. 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>b. 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>
1.13	Liability for provision of Consumer Protection Act.	:	<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 and Railway administration 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>
1.14	Notice to the Licensee	:	<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 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>
1.15	Integrity Pact	:	<p>Licensee will be required to execute "Integrity Pact". The format of integrity pact is attached at <b>Annexure "F"</b></p>



## 2.0 PERIOD OF LICENSE

2.1	Total tenure of License and extension of license	:	<p>Term of License for Retiring Rooms &amp; dormitories is 09 years from the date of commissioning of the unit. The license may be extended for a period of 03 years subject to satisfactory performance and payment of all dues, arrears, withdrawal of any court case against IRCTC and minimum increase of 10% compounded annually of the prevailing License Fee. However, extension of license is a matter to be decided at sole discretion of IRCTC.</p> <p>For extension of the contract the bidder must apply six months before the expiry of the existing contract and grant of extension is at the sole discretion of IRCTC.</p> <p>An Annual Performance Assessment Report is enclosed as <b>Annexure- B</b>.</p>
2.2	Review of Implementation of the Project	:	<p>IRCTC may review the implementation of the project vis-a-vis complaints, if any, after every three years itself or through third party audit and grade the services so provided. The decision of IRCTC in this regard shall be final and binding on the licensee.</p>

## 3.0 EXIT CLAUSE

3.1	EXIT CLAUSE	:	<p>The Licensee may exit the business only after commissioning of the unit. The Licensee shall be required to communicate its/ his intention of exiting from the License in writing by providing a minimum of 180 days' notice to IRCTC. IRCTC in the meanwhile initiate the process of fixing up a new Licensee for Retiring Room. In case of an exit under this clause, the security deposit of the Licensee will be forfeited by IRCTC. Balance license fee deducting dues, if any, will be refunded to the licensee. In such a case, the licensee shall be debarred from future projects of IRCTC for a period of One (01) year.</p> <p>On exit, termination or successful completion of tenure, the licensee shall be allowed to take back furnishings, furniture and removable supporting amenities. The service provide shall not be allowed to take back fixtures, bathroom and room fittings, electrical fittings, tile fittings or any other material which are fixed and become part of the structure.</p>
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## 4.0 EVENTS OF DEFAULT

4.1	Breach of any terms and conditions of the License	:	<p>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 debarring the Licensee from participating in the future projects of IRCTC. The decision of IRCTC in this regard shall be final and binding.</p>
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4.2	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 to the Licensee in any of the following events:</p> <ol style="list-style-type: none"> <li>In the event of the Licensee being convicted by a court of law under the provisions of criminal procedure code or any other law.</li> <li>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.</li> <li>Repudiation of agreement by Licensee or otherwise evidence of intention not to be bound by the agreement.</li> <li>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.</li> <li>In case of default by licensee, 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.</li> </ol>
4.3	Failure to provide any record to IRCTC	:	<p>IRCTC at their discretion may call for any record to satisfy itself regarding operation of the License and Licensee is under the obligation to 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 12 days failing which suitable penalty including termination of the Contract can be done at the discretion of IRCTC.</p>
4.4	Compliance for the inspection reports / Complaints	:	<p>Recurring instances of failure to rectify the deficiencies noticed during inspections by IRCTC and highlighted through complaints shall invite imposition of penalty and/or termination of license.</p>



## 5.0 CONSEQUENCES OF DEFAULT

5.1	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 (12) 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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## 6.0 ARBITRATION

- In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.
- The demand for arbitration shall specify the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.
- Only such dispute or differences, in respect of which the demand has been made, together with counter claims or setoff given by IRCTC shall be referred to arbitration and other matters shall not include in the reference.
- In the event of demand made as mention herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be referred to Sole Arbitrator, from the panel of Arbitrators, by Chairman and Managing Director of IRCTC. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be as stipulated in circular dated **18.10.2019** or amended from time to time and be borne jointly by the Parties in equal proportion subject to determination by the Arbitration tribunal.

## 7.0 OTHER CONDITIONS

7.1	Advertisement/ Publicity/ Sponsorship	:	The Licensee will not engage in or permit any advertisement/publicity/sponsorship of any brand or product, directly or indirectly, without prior written approval of IRCTC.
7.2	Payment of taxes/dues	:	The Licensee will be liable for payment of all taxes/duties and other liabilities in respect of the business.
7.3	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, his workmen, servants and agents.





7.4	Observance and performance certain acts	:	<p>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 license in due observance and performance of provision of:</p> <ul style="list-style-type: none"> <li>• Workmen's Compensation Act –1923</li> <li>• Employment of Children's Act XXVI of 1938 and</li> <li>• Any other relevant laws</li> </ul>
7.5	Assignment of License (sub-licensing)	:	<p>Licensee shall not assign the License or any part thereof to any other party for any benefit or interest therein or there under. Also, the brand names/logos/signage etc. should contain only that of IRCTC and the Licensee only.</p>
7.6	Compliance of instructions	:	<p>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. Any Policy, Circular, Instructions, Orders, etc. on Retiring room matters issued by Ministry of Railways/Railway Board from time to time shall form part of the agreement and license governed accordingly.</p>
7.7	Disposal of seized unauthorized items	:	<p>The Licensee shall not sell the items other than those approved by IRCTC. Sale of unauthorized items if detected in contravention to approved items, the licensor or its / his authorized representative / official may seize such items and the unauthorized seized items shall be disposed off as per policy of IRCTC in addition to any penalty to be imposed for this / such contravention.</p>
7.8	General	:	<p>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 8 days of the amendment / changes.</p> <p>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.</p>



## 8.0 FINANCIAL TERMS AND CONDITIONS GOVERNING THE PERFORMANCE OF THE CONTRACT

8.1	Payment of License Fee	<p>Licensee will pay license fee and GST thereon and other applicable taxes if any, as mentioned below: -</p> <p>Licensee is required to pay advance annual license fee and GST thereon along with land license fee with applicable taxes and other taxes if any to IRCTC in advance.</p> <p>Licensee is required to pay License fee as mentioned in the financial bid, GST thereon and other tax if any to IRCTC. The quoted annual License Fee for 1<sup>st</sup> year shall be paid at the time of handing over of site but is applicable from time of commissioning of Retiring room &amp; dormitories or within 120 days from the date of issue of LOA whichever is earlier. If a portion of the Retiring rooms is handed over, the license fee for first year will be calculated on pro-rata basis on the portion handed over to licensee. The quoted annual License Fee, for the second year shall be payable in advance before the commencement of second business year. Similar payment cycle will be followed for each of the subsequent year of service. Any outstanding from either side in the previous business year shall be adjusted in the ongoing business year.</p> <p>In case of deviation in area at the time of physical handover of site w.r.t. what is shown in the tender document, the quoted annual license fee will be increased or decreased in proportion of deviation for the entire currency of the license w.e.f. date of deviation.</p>
8.2	Annual Increase	<p>IRCTC reserves the right to assess the sales turnover during the period of license. During such assessment, the license fee will be calculated @ 15% of the assessed sales turnover or the annual quoted License fee quoted by the successful bidder, whichever is higher. The assessment of the sale may be done electronically or by deputing IRCTC officials periodically. The calculation of quoted license fee and 15% of sales turnover is to be done on pro-rata basis in case of Retiring room commenced by the bidder in the mid/part of the financial year.</p> <p>License fee will be increased by 5% per year compounded annually from second year onwards. It means, at the start of second year the license fee deposited will be 5% more than the quoted license fee for first year or 15% of the annual sales turnover for the first year, whichever is higher. Similar increase in payments of license fee will be followed for each subsequent year of service.</p> <p>The license may be extended for a period of 03 years subject to satisfactory performance and payment of all dues, arrears, withdrawal of any court case against IRCTC and minimum increase of 10% compounded annually of the prevailing License Fee. However, extension of license is a matter to be decided at sole discretion of IRCTC.</p>
8.3	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 will be refundable, on pro-rata basis for Part of the month/year.
8.4	Security Deposit	Bidder has to pay Security Deposit @ 10% of the total contract value along with acceptance of award of contract within 07 days of issue of LOA.



8.5	EMD	<p>The Bidder is required to submit along with the Technical Bid the EMD for each station separately as per the details mentioned in the table in NIT. <b>The EMD is required to be deposited by the bidder for each station he intends to bid. The EMD amount (in INR) has been mentioned against each station in the table in NIT. The EMD is required to be deposited by the bidders as per the details on the website <a href="http://www.tenderwizard.com/IRCTC">www.tenderwizard.com/IRCTC</a></b></p> <p>In case Licensee fails to accept the offer of award of license, his Earnest Money Deposit (EMD) shall be forfeited by IRCTC. The Licensee shall be debarred from participating in the future projects of IRCTC for a period of one (01) year. EMD of successful bidder will be refunded after remittance of required Security Deposit and EMD of the unsuccessful bidders will be refunded without interest. The EMD amount deposited by the successful Bidder shall not be adjusted with Security Deposit to be deposited by the successful bidder.</p>
8.6	Refund of Security Deposit (SD)	The Security Deposit will be refunded without interest by IRCTC at the time of peaceful vacation of the premises by the Licensee / as per exit clause mentioned in clause 3 of General Contract Conditions after providing for settlement of all dues or arrears arising out of the use of premises by the Licensee. SD will be forfeited if a licensee exits the business before commissioning along with debarment from participation in IRCTC projects for a period of 01 year.
8.7	Reimbursement of online bookings made through IRCTC website	Licensee shall submit the bills for the bookings made online, through IRCTC website on monthly basis and IRCTC shall release the payment after deduction of statutory deductions, if any.
8.8	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 (Including Tax) and make it available for inspection by IRCTC. The Licensee shall maintain full records pertaining to the rooms and dormitories (accounts, vouchers, bills etc.).
8.9	Non-Payment of license fee on due date	IRCTC shall start the termination process from the very due date/date of default. In case the licensee deposits the required license fee during the process of termination, interest @ 12% per annum will be charged on daily basis. In case of default, IRCTC will issue a show cause notice for the termination of contract giving 21 days' notice followed by 07 days' notice and lastly 48 hours' notice for deposition of license fee plus interest. In case of non-submission of required license fee plus interest contract will be deemed to be terminated after expiry of the last notice of 48 hours.
8.10	Recovery of outstanding amount	IRCTC reserves the right to recover any outstanding dues from the Licensee by adjusting the same against any amount/refundable security of the Licensee or any amount payable to the Licensee either under this contract or any other contract.



8.11	Mode of payment	License fee, Security Deposit, and any other dues shall be payable through E-payment mode.
8.12	Annual returns	Licensee shall submit copy of 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.
8.13	Signing of Contract Agreement	The successful Bidder shall enter into the Contract agreement with Zonal office of IRCTC within 30 days from the date of commissioning of site. The cost of stamp duty for the execution of the Contract agreement shall be borne by the Licensee. The format of the Contract Agreement is attached at Annexure H

## 9.0 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 Retiring Rooms 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.



**Annexure-F****INTEGRITY PACT**

This Pre-bid Contract agreement (hereinafter Called the integrity Pact) is made on \_\_\_\_\_ Day of \_\_\_\_\_, 2024 between India Railway Catering & Tourism Corporation Limited (hereinafter referred as “IRCTC”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns.

And

\_\_\_\_\_ hereinafter referred to as “The Bidder/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns

**Preamble**

The IRCTC intends to award, under laid down organizational procedures. Contract/s for (Tender No.) \_\_\_\_\_ The IRCTC values full compliance with all relevant laws off the land, rules, and regulations. Economic use of resources and of fairness /transparency in its relations with its bidder(s) and/or contractor(s).

In order to achieve these goals, the IRCTC has appointed independent external monitors (IEMs) who will monitor the tender process and the execution off the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the IRCTC**

- (i) The IRCTC commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No Employee of the IRCTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for accept, for self or third person, any material or immaterial benefit with the person is not legally entitled to.
  - (b) The IRCTC will during the tender process treat all bidder(s) with equity and reason. The IRCTC will in particular, before and during the tender process, provide to any bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The IRCTC will exclude from the process all alone prejudice persons.
- (ii) If the IRCTC obtains information on the conduct of any off its employees which is a criminal offense under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the IRCTC will inform the Chief Vigilance officer and in addition can initiate disciplinary actions.

**Section 2 - Commitments off the Bidder(s)/Contractor(s)**

- 1) The Bidder(s)/contractor(s) commit themselves to take all measures to prevent corruption. The Bidder(s)/contractor(s) commit themselves to observe the following principles during participation in the tender process enduring the contract execution.
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise, or give to any of them IRCTC’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he\she is not legally entitled to, in order to obtain in exchange any advantage off any kind whatsoever during tender process or during the execution of contract.



- (b) The Bidder(s)/contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submissions of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/contractor(s) will not commit any offence under the relevant IPC/ PC Act, further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or document provided by the IRCTC as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
- (d) The Bidder(s)/contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives India, if any. Similarly, The Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign IRCTC's if any. Further details as mentioned in the "Guidelines on Indian Agents or Foreign Suppliers" shall be disclosed by The Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
- (e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intent to make two agents, brokers or any other intermediaries in connection with the award of the contract.
- (f) Bidder(s) contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEM's and shall wait for their decision in this matter.
- (g) The Bidder(s)/ Contractors to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (h) In Case of a Joint Venture, all the partners of the Joint venture should sign the Integrity Pact. In case of sub-contracting, the principle contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all the sub-contractors also sign the IP.

(2) The Bidder(s)/Contractor(s) will not instigate third persons who commit offenses outlined above or an accessory to such offenses.

### **Section 3 - Disqualifications from tender process and exclusion from future contracts**

If Bidder(s)/ Contractor(s) before award or during execution has committed a transgression through a violation all section 2, above or in any other form such as to put their reliability or credibility in question, The IRCTC is entitled to disqualify the Bidder(s) Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on banning of business dealings".

### **Section 4 - Compensation for damages**

- (1) If the IRCTC has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the IRCTC is entitled to demand and recover the damages equivalent to Earnest Money deposit/ Bid Security.





- (2) IRCTC is entitled to terminate contract according to Section 3, the IRCTC shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5- Previous Transgression**

- (1) The bidder declared that no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any public sector enterprises in India that could justify his exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in the “Guidelines on Banning of Business dealings”.

### **Section 6 -Equal Treatment of all Bidders/ Contractors/ Subcontractors**

- (1) In case of sub-coordinating, The IRCTC contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The IRCTC will enter into agreements with identical conditions at this one with all Bidders and Contractors.
- (3) The IRCTC will disqualify from the tender process all bidders who do not sign this pact or violates its provisions.

### **Section 7- Criminal charges against by violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If the IRCTC obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a bidder, contractor or subcontractor which constitutes corruption, or if the IRCTC has substantive suspicion in this regard, the IRCTC will inform the same to the Chief Vigilance Officer.

### **Section 8 - Independent external monitor**

- (1) The IRCTC appoints competent and credible Independent external monitor for this pact after approval by Central Vigilance Commission. The task of the monitor to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The IRCTC has appointed Independent Monitors (herein after referred to as Monitors) for this Pact in consultation with Central Vigilance Commission.
- a) Shri Apurva Varma, IAS(Red.) as IEM/IRCTC E-mail: [apurvavarmal@gmail.com](mailto:apurvavarmal@gmail.com)
- b) Shri Bharat Prasad Singh. IFoS (Red.) as IEM/IRCTC E-mail: - [bps.arunabh@gmail.com](mailto:bps.arunabh@gmail.com)
- (3) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whatever required. It will be obligatory for him/ her to treat the information and documents all the Bidders/ Contractors as confidential. He/She reports to the CMD IRCTC.
- (4) The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all project documentation of the IRCTC including that provided by the Contractor. The Contractor will also grant the Monitor upon his/her request and demonstration of a valid interest, unrestricted the unconditional access to their project documentation. The same is applicable to sub-contractors.



- (5) The Monitor is under contractual obligation to treat the information and documents of the bidder(s)/ contractor(s)/ Subcontractor(s) with confidentiality. The monitor has also signed declaration on 'Non-Disclosure of confidential Information' and of 'Absence of conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, IRCTC and rescue himself/ herself from that case.
- (6) The IRCTC will provide to monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the IRCTC and the contractor. The parties offer to the monitor the option to participate in such meetings.
- (7) As soon as the monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the management of the IRCTC and request the management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (8) The Monitor will submit a written report to CMD, IRCTC within 8 to 10 weeks from the date of reference or intimation to him by the IRCTC and should the occasion arise, submit proposals for corrective problematic situations.
- (9) If the monitor has reported to the CMD IRCTC, a substantiated suspicion of an offence under relevant IPC/ PC ACT, and the CMD IRCTC has not, within the reasonable time taken visible action to proceed against such offense for reported it to the Chief Vigilance Officer, the monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (10) The Word 'Monitor' would include both singular and plural.

#### **Section 9- Pact Duration**

This pact begins when both the parties have legally signed it; It expires for the contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the CMD of IRCTC.

#### **Section 10 other provisions**

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the registered office of the IRCTC, i.e., New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writings. Side agreements have not been made.
- (3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



- (5) Issues like Warranty/Guarantee etc. Shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.
- (7) **In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bond manner. However, not more than five meeting shall be held for a particular dispute resolution, the Fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.**

-----  
(For & On Behalf of the IRCTC)

-----  
(For & On Behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Agreement towards Waiver under Section 12 (5) and Section 31-A(5) of Arbitration and Conciliation (Amendment) Act**

I/We \_\_\_\_\_ (Name of agency/contractor) with reference to agreement no \_\_\_\_\_ raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

Brief of claim:

- (i) Claim 1- Detailed at Annexure
- (ii) Claim 2-
- (iii) Claim 3-

I/We \_\_\_\_\_ (post of Engineer) with reference to agreement no \_\_\_\_\_ hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/We \_\_\_\_\_ do/do not agree to waive off applicability of Section 12 (5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant \_\_\_\_\_ Signature of Respondent \_\_\_\_\_

**Agreement under Section 31 (5)**

I/We \_\_\_\_\_ (name of claimant) with reference to agreement no \_\_\_\_\_ hereby waive off the applicability of sub-Section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64 (6) of GCC.

Signature of Claimant \_\_\_\_\_ Signature of Respondent \_\_\_\_\_

\*Strike out whichever not applicable.



## DRAFT AGREEEMNT

### AGREEMENT FOR LICENCE FOR RENOVATION, OPERATION, MAINTENANCE & TRANSFER BACK OF RETIRING ROOMS AT RAILWAY STATION

An agreement made this DD day of Month, YYYY between the Indian Railway Catering and Tourism Corporation Ltd. (IRCTC), having its Registered Office at **Group General Manager/East Zone, Indian Railway Catering and Tourism Corporation Ltd, 3. Koilaghat Street, Ground Floor, Kolkata-700001**, acting through (DESIGNATION) (herein after called "THE LICENSOR") which expression shall where the context so admits include its successor and assigns of the ONE PART.

AND

M/s ....., Address....., acting through Shri ....., the authorized signatory (herein after called "THE LICENSEE") which expression shall where the context so admits include its successor and assigns of the other part.

Whereas

- (a) The Licensor has decided to award the licence for **Renovation, Operation, Maintenance & Transfer Back Of Retiring Rooms** at.....Railway Station to the licensee in pursuance of the technical/financial bid dated **DD.MM.YYYY** submitted by the licensee.
- (b) The licensee has accepted the award of licence and terms and conditions contained in the bid document.

Now this agreement witness as follows:

1. This agreement comes into force from **DD.MM.YYYY** and shall be valid up to **DD.MM.YYYY** unless the license is terminated/ surrendered earlier.
2. The following documents shall be deemed to form and be read and construed as part of the agreement, namely:
  - a) Bid document and financial bid submitted by the party dated **DD.MM.YYYY**.
  - b) Letter of award issued vide letter no ..... dated **DD.MM.YYYY**.
  - c) The letter of acceptance of award by the licensee vide letter no ..... dated **DD.MM.YYYY**.
  - d) The mutual rights and obligations of the Licensor and Licensee shall be as contained in the bid document:
3. The licensee will be liable for payment of all applicable taxes on licence fee payable to IRCTC.
4. 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 sub-section 12 (5)



of Arbitration and Conciliation (Amendment) Act 2015’ The venue of the Arbitration shall be New Delhi. 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

In witness whereby the said parties have hereunto set their hands this day and the year first above written.

**Licensee**

Shri .....  
for and on behalf of  
M/s .....

The Licensee in the presence of  
(1)

(2)

**Licensor**

Shri .....  
DESIGNATION  
for and on behalf of Indian Railway  
Catering and Tourism Corporation Ltd.

The Licensor in the presence of  
(1)

(2)





## SECTION-4

### APPENDIX 1 - TECHNICAL BID

#### FORM 1 - Check-list for the Technical Bid

S No.	FORMS/ Items	List of Document	At Page No.	Submitted (Y / N)
1.	EMD	Proof of deposit of EMD		
2.	FORM 2	Letter Comprising the Technical Bid (Appendix-1) as per format provided at FORM 2		
3.	FORM 3	Bidders' Particulars  As per format provided at FORM 3		
4.	FORM 4	Declaration for not being debarred/ black-listed by IRCTC or Railways or Ministry of Railways/other CPSUs/Govt. Dept. as on the last date of submission of the bid.  As per format provided at FORM 4		
5.	FORM 5	Copy of Certificate by the Statutory Auditor/Chartered Accountant towards Annual Turnover for the last 03 (Three) financial years  As per format provided at FORM 5		
6.	FORM 6	The Bidder should have similar project experience during any of the last five years reckoning from the Bid Due Date.  As per format provided at FORM 6		
7.	FORM 7	Power of Attorney in favour of Authorized signatory  As per format provided at FORM 7		

**Note:** Bidder may note that while submitting the online bid they are required to submit following documents as mentioned under Section- IV:

- a) Appendix-1 (Technical Bid) comprising FORM-1 to FORM-7 (duly filled) as mentioned in the Tender document along with Integrity Pact at Annexure 'F' and
- b) Appendix-2 (Financial Bid) of the Tender document

Scanned/digitally signed Tender document is not required to be submitted at the time of online submission of tender. Section - I, II & III shall remain inseparable part of the Tender Document.



**FORM 2-Letter Comprising the Technical Bid**  
*(To be submitted on the Letterhead of the Bidder)*

To

Date:

**Group General Manager/East Zone  
Indian Railway Catering and Tourism Corporation Ltd.  
3. Koilaghat Street, Ground Floor, Kolkata-700001.**

**Subject: Bid for “RENOVATION, OPERATION, MAINTENANCE & TRANSFER BACK OF  
RETIRING ROOMS AT VARIOUS RAILWAY STATIONS for a period of 9 (Nine)  
years.**

**E-Tender NIT No: IRCTC/EZ/RET. ROOM-01/2023 Dt.03-06-2024**

Dear Sir,

1. With reference to your Tender Document dated \_\_\_\_\_, I, have examined all relevant documents and understood their contents, hereby submit our bid for “**RENOVATION, OPERATION, MAINTENANCE & TRANSFER BACK OF RETIRING ROOMS AT  
..... (name of Railway Station) RAILWAY STATION/S** for a period of 9 (Nine) years. The Bid is unconditional and unqualified.
2. The EMD, as applicable, of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) has been submitted in accordance with the Tender document.
3. I agree and understand that the Bid is subject to the provisions of the Tender document. In no case, I shall have any claim or right of whatsoever nature if the Project is not awarded to me or our Bid is not opened.
4. I hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
5. I confirm that the information contained in this Bid or any part thereof, including its Annexures/Appendixes, and other documents and instruments delivered or to be delivered to IRCTC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead IRCTC as to any material fact.
6. I have carefully read and understood the terms and conditions of the Tender and the conditions of the contract applicable to the Tender.
7. I shall make available to Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
8. I certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
9. I certify that in regard to matters other than security and integrity of the country, I have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave
10. offence that outrages the moral sense of the community.
11. I further certify that in regard to matters relating to security and integrity of the country, I have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by me.



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12. I further certify that no investigation by a regulatory Authority is pending against me or against our CEO or our Directors.
13. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Authority [and/ or the Government of India] in connection with the selection of Licensee or in connection with the Selection Process itself in respect of the above- mentioned Project.
14. The Financial Bid is being submitted as per Tender document. This Technical Bid read with the Financial Bid shall constitute the Bid which shall be binding on us.
15. I agree and undertake to abide by all the terms and conditions of the Tender Document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the Tender Document. I also undertake to bind myself/ourselves to the terms & conditions of the tender document and also to sign it as per advice of the Authority.
16. I agree and understand that the Bid is subject to the provisions of the Tender document. In no case, I shall have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our Bid is not opened.
17. I agree to keep this offer valid for 120 (One Hundred and twenty) days from the Bid Due Date specified in Tender.
18. I/we hereby understand and accept that if I/we withdraw or modify my/our bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the security deposit, fail to submit the security deposit, before the deadline defined in the tender document/NIT, I/we shall be ready to face action as per terms & conditions of the tender document.

In the event of acceptance of our bid, we do hereby undertake:

- ☐ To commence Services as stipulated in the Tender document
- ☐ To undertake the Project for entire Contract Duration from the date of signing of the Contract as mentioned in the Tender document.
- ☐ To adhere to the provisions of this Tender document and Contract signed for Assignment. I agree not to seek any changes in the aforesaid form and agree to abide by the same.
- ☐ I affirm that the License Fee quoted are inclusive of all out-of-pocket expenses, levies discounts etc. and excluding Goods and services Tax.
- ☐ I do hereby undertake, that, until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of Contract, shall constitute a binding Contract between us.
- ☐ I understand that the IRCTC may cancel the bidding process at any time and that IRCTC is not bound to accept any bid that it may receive without incurring any liability towards the Bidder.
- ☐ I fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

Yours faithfully,

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



**FORM 3 – Particulars of Bidder**

The Table below provides the format in which general information about the Bidder must be furnished.

SN	Information	Details
1	Name of Bidder	
2	Address and contact details of Bidder	
3	Legal Status of Bidder Entity (Sole/Proprietor/ Company/ Partnership)	
4	Certificate of Incorporation/registration/registered deed of Bidder Entity (Sole Proprietor/Company/ Partnership)	
5	Registered Address	
6	Bidder's GST Registration No.	
7	Bidder's Permanent Account Number (PAN)	
8	EPF Registration No.	
9	ESI Registration No.	
10	Name, Designation and Address of the Authorized person to whom all references shall be made regarding this Tender:	
11	Telephone/Mobile number of contact person:	
12	E-mail address of contact person:	

**Note: Please submit the relevant documents for all the details mentioned above along with your Bid.**

**Authorized Signatory**

**(Name and designation of the Authorized Signatory)**

**(Name and seal of the Bidder)**



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**FORM 4 - Format for Self-Declaration by the bidder for not being Blacklisted/ Debarred**

*(To be submitted on the Letterhead of the Bidder)*

Date: (dd/mm/yyyy)

To,

Group General Manager/East Zone  
Indian Railway Catering and Tourism Corporation Ltd.  
3. Koilaghat Street, Ground Floor, Kolkata-700001

**Subject: Declaration for not being debarred/ black-listed by IRCTC or Railways or Ministry of Railways/other CPSUs/Govt. Dept. as on the last date of submission of the bid.**

Tender Reference No: **2023/IRCTC/CO/RR-02**

I, ....., S/o Sh. ...., aged about.....years,  
Prop/authorized signatory of..... do hereby solemnly affirm and  
declare as follows: -

1. I say that I am an authorized signatory of the company/firm.....and hence competent to sign and swear this affidavit.
2. That the company/firm namely.....has not been debarred/blacklisted/ banned by IRCTC or Railways or Ministry of Railways/other CPSUs/Govt. Dept.
3. That I undertake to inform IRCTC about any ban or blacklist imposed by IRCTC/Railway/Ministry of Railway/ other CPSUs/Govt. Dept. in future and understand that the award shall be kept in abeyance for the period of ban/blacklisting.
4. That this self-declaration is given for participation in tender process with IRCTC.

DEPONENT

**Verification**

I, the above-named Deponent do hereby solemnly affirm and state that the contents of this affidavit are true and correct and no part of it is false and nothing material has been concealed there from.

Verified at ..... (place) on this.....day of \_\_\_\_\_, 20.....

DEPONENT



(Please note- No change in format/declaration is permitted)



**FORM 5 – Format for Annual Turnover**

(To be submitted on letterhead of Chartered Accountant along with their UDIN)

**ANNUAL TURNOVER**

The Annual Turnover to be provided in the following format for the last 5 (five) Financial Years.

Financial Information					(in INR)
Financial Year	2022-23	2021-22	2020-21	2019-20	2018-19
Annual Turnover (in lakhs)					
<b>AVERAGE ANNUAL TURNOVER:</b>					
Note: Annual turnover should be certified by Chartered Accountant/ Statutory Auditors.					

**Certificate from the Chartered Accountant/Statutory Auditor**

This is to certify that \_\_\_\_\_ (Name of the Bidder) had a turnover as shown above against the respective financial years.

Name of the audit firm:

Seal of the audit firm:

Membership No. of Chartered Accountant:

**UDIN:**

Date:

(Signature, name and designation of the Chartered Accountant)

- Note:** 1. The details submitted by the Bidder in FORM 5 must be correct and submitted by the bidder with UDIN. Form 5 submitted without valid UDIN shall not be considered.
2. Turnover for each of all the financial years i.e., 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 as mentioned in FORM 5 should be reflected in UDIN certificate downloaded from ICAI website.
3. In case of non-submission of Year wise Turnover for each of all the financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 as per Form 5 in UDIN certificate downloaded from ICAI website, the bids shall be summarily rejected.





**FORM 6 - Details of Project**

SN	Name of Project#	Name of Client*	Scope of Project	Sector where (Railways/ OutsideRailways)	Period of Management/ operation (From - To)
(1)	(2)	(3)	(4)	(5)	(6)

# The Bidders should provide details of only those projects executed in India.

\* In case, project has been awarded/given to bidder by his client then, the name and contact number of bidders is to be provided.

+ Sector means project is being managed/operated in Railways or outside Railways and awarded/given by Central Govt./ State Govt./ Semi Govt. /Autonomous body /PSUs/Private Company /Airport etc.

Note: Bidders are required to submit relevant documents towards the Similar Workexperience filled by the bidders in the table above.

This is to certify that the information contained in Form 6 is correct as on the day of submission of bid.

Yours faithfully,

(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

(Name and seal of the Bidder)



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**FORM 7 - Power of Attorney**

*(On Non-Judicial Stamp Paper of appropriate value)*

Know all men by these presents, we, ..... (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr.

/Ms..... son/daughter/wife and presently residing at ..... , who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “**Authorized Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for “**Renovation, Operation, Maintenance and Transfer back of Retiring Rooms & Dormitories at various Railway Stations for a period of 9 (Nine) years** including but not limited to signing and submission of all Proposals, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to IRCTC , representing us in all matters before IRCTC, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with IRCTC in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Contract with IRCTC .

AND,

We do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, .....the ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20\_\_\_\_.

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.



Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- ☐ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of appropriate value and duly notarised by a notary public.*
- ☐ *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- ☐ ***Individuals and Proprietorship firms are not required to submit the POA.***



## **APPENDIX 2 - FINANCIAL BID**



### **FINANCIAL BID FOR LICENSE FOR RENOVATION, OPERATION, MAINTENANCE & TRANSFER BACK OF RETIRING ROOM AT \_\_\_\_\_ RAILWAY STATION/s.**

#### **(INDICATIVE FORMAT) (TO BE FILLED ELECTRONICALLY ONLY)**

- 1) I/We accept the terms and conditions mentioned in the Bid Document that have been clearly understood by us.
- 2) I/We further certify that we are ready for Renovation, Operation, Maintenance & Transfer back of Retiring Rooms 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.
- 3) I/We understand that IRCTC reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
- 4) Minimum amount of License Fee: Rs. \_\_\_\_\_ per annum (Excluding GST) Location wise
- 5) **Station-wise Minimum amount of Annual License Fee payable: Rs. \_\_\_\_\_/- per annum (excluding GST)**

My/Our quotation is as under: -

(1)	(2) – TO BE FILLED BY THE BIDDER	
Annual License Fee for RENOVATION, OPERATION, MAINTENANCE & TRANSFER BACK OF RETIRING ROOM AT _____ RAILWAY STATION.	Guaranteed Annual License Fee (in Rs.) per annum excluding GST	
	Figures	Words

Note:

- License fee will increase as per clause No 8.1 and 8.2 of General Contract Conditions, Section- 3.
- Any offer less than the minimum amount mentioned above shall be rejected.
- GST/any other applicable tax is payable extra as per applicable rates.
- Land License Fee is payable @ Rs. 10/- Sq. Mtr. per annum of actual area handed over along with quoted license fee.

The submission of this financial bid through digital signature will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender document.

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

#### **Declaration**



*E- Tender No. IRCTC/EZ/RET\_ROOM-01/2024 Dt. 03-06-2024*

- I / We have read the general guidelines and bid document attached hereto containing the Terms and Conditions, draft agreement and agree to abide by such conditions. I / We offer the Bid for License for setting up and management of RETIRING ROOMS & DORMITORIES at \_\_\_\_\_ Railway station in the attached schedules and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of License. **I fully understand and abide by the tender conditions. If found successful I will sign it as an agreement without seeking any change.**
- I / We hereby undertake to submit hard copy of the Bid document duly signed, in case I/We are declared successful bidder along with letter of acceptance of terms and conditions.
- I/We understand that the submission of offers / bids does not guarantee allotment of License for setting up and management of RETIRING ROOMS & DORMITORIES.
- 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 License or revoke the same at any time with forfeiture of Security Deposit and license fee including debarment for a period of 3 years at any time without assigning any reason whatsoever. IRCTC may also initiate criminal action as contemplated under the provision of IPC for submission of wrong/fraudulent documents.
- In case of acceptance of Bid by the IRCTC, I / We undertake myself / ourselves to execute the License agreement without seeking any change within the time frame stipulated by IRCTC and to commence the work as per the terms and conditions of the License failing which, I / We shall have no objection to the forfeiture of full Security Deposit, deposited by us with IRCTC, Kolkata in addition to other penalties specified under the terms of License.
- 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.
- On account of non-acceptance of award of license or on account of not fulfilling tender conditions within the prescribed time, I/We understand that IRCTC shall forfeit the SD besides debarring me / Us from participation in the future projects of IRCTC for a period of one year.
- I / We are Company/ Partnership Firm/ Proprietorship firm (please tick as applicable.)
- I / We are not debarred/ Blacklisted by IRCTC, IR OR by any Govt. Institutions.
- I / We do hereby confirm that I / We have the necessary authority and approval to submit this bid for License for setting up and management of RETIRING ROOMS & DORMITORIES
- A notice or letter of communication addressed to me / us at the given address given in the Bid, even by ordinary post/e-mail will be deemed to be valid and proper notice of intimation to me/us.

*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

