

कोंकण रेलवे कार्पोरेशन लिमिटेड
KONKAN RAILWAY CORPORATION LIMITED
निविदा आमंत्रण सूचना
NOTICE INVITING TENDER
Notification No: 4 /2024-2025

Tender Notice No. KR/RN/COML/KT/Ethnic food stall Dated: 21/03/2025
Sr.Regional Traffic Manager, Madgaon , Konkan Railway Corporation Limited (KRCL).
invites open tender (Two packet system) through E-Tendering on IREPS Portal from
eligible contractors for work mentioned below.

Manual offers are not allowed against this tender, and any such manual offers received shall be ignored. Tenderers are allowed to make payments against this tender towards cost of tender document and Earnest Money only through online payment modes available on IREPS portal like net banking, debit card, credit card etc. Manual payments through Demand draft, Banker's cheque, Deposit receipts, FDR etc. are not allowed.

S. No.	ITEM	DESCRIPTION
1	Name of Contract	Ethnic Food Stall at Kumta Railway Station
2	Tender Notification No.	KR/RN/COML/KT/Ethnic Food Stall
3	Class of station	Class- IV station (NSG -5)
4	Category	General
5	Reserve Price excluding GST	Rs.56,700/- (Excluding GST) per annum
6	Approximate area and location of stall	08ft. x 06ft. = 48 sqft (Location of stall on PF-1) Kumta Railway Station
7	Period of contract	9 years (Nine years)
8	Cost of Tender Form (Non refundable)	Rs.590/- (Including GST)
8	EMD/Bid security	Rs. 5,670/- (Rs. Five Thousand six hundred seventy only) 10 % of RP
9	Tender document available on IREPS website	From 21/03/2025 to 21/04/2025 (up to 15:00 hrs) on e-tendering website www.ireps.gov.in Tender document can only be obtained after registration of tenderer on the website www.ireps.gov.in
10	Last date and time of submission of tender	Upto 15:00 hrs on 21/04/2025
11	Date and time of opening of tender (technical Bid)	At 15:30 hrs on 21/04/2025
12	Date and time of opening of	Will be informed later on after the evaluation of

	Financial Bid	Technical Bids (Only to the bidders who will successfully qualify the Technical Evaluation)
13	Validity of tender	90 days from the last date of submission of tender
14	Place of opening of tender	Office of the Senior Regional Traffic Manager, Konkan Railway Corporation Ltd. Rawanfond Circle , Navelim , Madgaon .

Note : *The proposed stall will be located on Platform-1 at Kumta station. However, the specific location on the platform shall be decided by the Corporations which shall be binding upon the bidder. Tenderer has to erect stall at their own cost as per approved drawings/ Specification of KRCL, if award of contract is considered.*

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the IREPS Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the IREPS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the IREPS Portal.

सही/-

(गणेश सामंत/Ganesh Samant),

वरिष्ठ क्षेत्रीय यातायात प्रबंधक/Senior Regional Traffic Manager,

कोंकण रेलवे कॉर्पोरेशन लिमिटेड/KONKAN RAILWAY COP. LTD.

मडगांव/MADGAON

GENERAL INSTRUCTIONS:

- a. The intending tenderer must be registered on e-tendering portal <https://www.ireps.gov.in>. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.
- b. The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have valid class-III digital signature with Company name issued by any Certifying authority (CA) authorized by Controller of Certifying authorities i.e. CCA India. The list of Certifying Authorities from whom such Digital signing certificate can be obtained is available on the website of Controller of Certifying Authorities (www.cca.gov.in). The tender document can only be downloaded from e-tendering portal using class-III digital signature. However, the tenderer shall upload their tender on <https://www.ireps.gov.in> using class-III digital signature of the authorized signatory only.
- c. Tender submissions shall be done online on <https://www.ireps.gov.in> after uploading the mandatory scanned documents and other documents as stated in the tender document using valid Digital Signature Certificates. Instructions for on-line bid submission are furnished hereinafter.
- d. Tenders shall be uploaded online on <http://www.ireps.gov.in> at stipulated date and time provided in NIT. The tendering authority cannot take any cognizance and shall not be responsible for any delay in submission/ uploading of Tender. The Tenderer shall ensure that they had received receipt/acknowledgement of their tender submission which is generated by the system itself on successful submission of tender online.
- e. Only “Earnest Money Deposit” and “Cost of Tender Document” shall be submitted through online net banking or payment gateway as per schedule mentioned in NIT. No, tenderer shall submit “Earnest Money Deposit” and “Cost of Tender Document” manually or through postal to this office.
- f. The tender inviting authority may, at his discretion, extend the deadline for submission of tenders by issuing an amendment/corrigendum, in which case all rights and obligations of the tender inviting authority and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

g. Late / Delayed Tenders:

- I. Submission of Tenders shall be closed on e-tendering website at the date & time of submission prescribed in NIT after which no tender shall be accepted.
- II. It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted online on e-tendering portal <https://www.ireps.gov.in> before the deadline of submission. KRCL will not be responsible for any delay, internet connection failure or any error in uploading of tender submission. The tenderers are advised to upload their submissions well before the due date and time of tender submission to avoid any problem and last minute rush.

h. Modification, Substitution And Withdrawal Of Tenders:

- I. Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Tender Inviting Authority and submitted by the Tenderer with or as part of his Tender.
- II. No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.
- III. The Tender submitted online (with last modification) will be taken as a final bid.
- IV. Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Earnest Money Deposit.

i. Format and Signing of Tenders:

- I. Tenderer shall upload all documents/certificates in support of credentials along with their Tender as per the eligibility criteria & Terms and Conditions of tender, failing which their tender shall be rejected. The onus of establishing the credentials of the Tenderer(s) and document submitted lie with the Tenderer. However KRCL reserves the right to verify the contents of documents uploaded, affidavit from the department concerned, either before the award of, or during the currency of the contract. Furnishing of false document, affidavit would automatically lead to termination / cancellation of the tender / contract including forfeiture of security deposit and initiation of legal proceedings against the Tenderer / contractor as per affidavit.

- II. All documents which are to be submitted as scanned documents shall be typed or written in indelible ink (in the case of copies, legible photocopies are also acceptable and all the pages shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer before scanning and uploading (in .pdf format), failing which their tender shall be rejected..
- III. All pages of the Tender, where entries or amendments have been made, shall be initialled and dated by the person or persons signing the Tender.
- IV. Documents submitted in Tender submission shall contain no alterations, omissions or additions, except those to comply with instructions issued by the tender inviting authority, or as necessary to correct errors made by the Tenderer, in such case such corrections shall be initialled and dated by the person or persons signing the Tender before scanning and uploading/submitting.
- j. The Tenderer(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt shall bring it to the notice of the administration, without delay. No claim for the misinterpretation shall be entertained. All tenders shall be submitted in the prescribed forms in accordance failing which they are liable to be rejected. Tenderer shall quote his/their offer / rate online on www.ireps.gov.in website.
- k. The Tenderer shall upload a separate statement, consolidating at one place, regarding additional condition and /or deviation of clauses. It should however be noted that the Railway reserves the right to consider or reject such additional condition or deviations without assigning any reason.
- l. Tenderers are advised to keep in touch with e-tendering portal <https://www.ireps.gov.in> for updates.
- m. **Assistance To Bidders** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Any queries relating to the process of online bid submission or queries relating to tender, contact help desk of IREPS portal.
- n. For all other queries please contact Sr. Regional Traffic Manager / Konkan Railway Corporation Limited, Madgaon .
- o. The Tenderer shall during the continuance of this contract be allowed to enter upon the concerned Railway station premises of the Corporation may authorize for that purpose and from there to sell articles as may be sanctioned by the Corporation to the public of the Railway Station.

- p. A Draft Agreement is enclosed along with the Tender Form. The tenderer(s) should also go through the Draft Agreement and shall satisfy himself / themselves with all the clauses before submission of the tender. Konkan Railway reserves the right to make any modifications in the Draft Agreement even after completion of the Tender process.
- q. Tender document is not transferable.
- r. Only one Tender document shall be submitted for a particular contract by a single party either a Firm or an individual. The Proprietor of more than one company will be considered as a single party and one legal entity.
- s. The tenderers are expected to visit the site/location and satisfy themselves before submitting their tender (Certificate enclosed as **Annexure-IV** is to be submitted along with Technical Bid).
- t. The tenderer(s) should also satisfy himself / themselves regarding premises provided by Konkan Railway for setting up of the stall at the station.
- u. The successful tenderer should construct the structure for the Ethnic food stall at the location decided by KRCL at their own cost after obtaining prior approval from the Sr. Regional Traffic Manager, Madgaon as per standard drawing of KRCL. The area of stall will be 08ft. x 06ft. = 48 sqft. The height of the stall should not exceed 3'.65". No mezzanine should be constructed in stall structure. The permanent structure constructed for the stall will become the property of KRCL after the time of completion of allotted tenure or on termination of the contract due to any reasons thereof. Similarly any modification / renovation carried out to the existing / new structure (of permanent nature) during the course of contract, will become the property of KRCL. Tenderer(s) will not have any claim on this, once the period of allotment is completed or the contract is terminated.
- v. The financial bid of only those tenderers whose technical bids are qualified after scrutiny will be opened . The technical bid will be evaluated on the "Eligibility Criteria" as stated in tender document.
- w. If it is necessary, short listed applicants will be required to appear before the Committee nominated for this purpose for personal interview with original documents/certificates. Corporation will not reimburse any expenses on this account.
- x. Decision taken by the Committee nominated for this purpose in awarding the contract will be final and binding on all. No correspondence, whatsoever will be entertained in this regard.

y. Canvassing of any kind will disqualify the Tenderer.

z. If a Tenderer expires after submission of his tender or after the acceptance of his offer, the Corporation shall deem such a offer cancelled. If a partner of firm expires after the submission of their offer or after the acceptance of offer, the Corporation shall deem such a offer as cancelled unless the firm retains its character.

aa. The Tenderer(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the technical bid within which period the tenderer cannot withdraw his offer subject to the period being extended further if required, by mutual agreement from time to time. Any contravention of the above condition will make the Tenderer(s) liable for forfeiture of his earnest money.

2 Mode of finalization of contract:

Commercial contracts on Konkan Railway will be awarded through open tender based on two-packet system i.e., technical and financial bid.

Technical Bid : Shall be opened first and shall contain the basic documents specified as under :

- I. Name of applicant / Partnership Firm / Company competent to enter into contract under the Indian Contract Act 1972.
- II. Priority code (P1/P2/P3)
- III. Details of experience in the similar field. Minimum three years experience is required in similar field. Proof should be submitted.
- IV. Form of organization: Partnership/Company/ Trust/Society etc including registration details, copy of chartered or constitution and nature of business. (Not applicable in case of individual applicant).
- V. Audited Profit & Loss accounts and Balance Sheet for previous three years i.e. year 2021-22 ,2022-23 and 2023-24 certified by Chartered Accountant.
- VI. Income Tax Return for last 3 assessment year 2022-23, 2023-24 and 2024-25.
- VII. Earnest money deposit: Tenderer shall pay on line of earnest money deposit through online payment modes available on IREPS portal like net banking, debit card, credit card etc.
- VIII. Bank Solvency Certificate: Applicant has to submit their financial standing in terms of the Bank solvency Certificate not older than the immediate previous three months from the date of notification of the tender and in original issued from Nationalized/schedule Bank for two times of Reserve Price of contract.
- IX. Educational proof – Copy of educational qualification in case of application submitted by individual.
- X. Caste Certificate (in case of SC/ ST/ OBC). Mandatory for contract reserved in particular category. Certificate enclosed should be issued from govt. authority.
- XI. Certificate of disability: Not mandatory except where mentioned / required. If required then Certificate issued by Govt. Medical Official in case of physical handicapped to be attached.
- XII. Details of Permanent Account No. (P A N) issued by IT authorities and Adhard card.

XIII. The applicants falling in Land Loser category should enclose the copies of following documents duly attested by a Gazetted Officer.

Definition of land loser : Land loser is a person whose land was acquired between ROHA to THOKUR on Konkan Railway route (Project) irrespective of percentage of land lost, such person himself/herself, his/her spouse (wife/husband) son, daughter, grandson, grand daughter only are eligible. It does not include the eligibility to Great grand son or Great Grand daughter. As per privilege of applying under land loser category is extended to daughter / grand daughter / grandson from maternal side of land loser are also eligible.

Those land loser have been given employment in Corporation (KRCL) to any of the family member shall not be considered for allotment of any stalls / contract under Priority 'P1'.

1. Copy of Land Loser certificate / acquisition letter issued by Special Land Acquisition Officer, Konkan Railway.
2. In case of land acquired by KRCL is jointly held by more than one holder then all those joint land holder of such land will be treated as land loser, subject to certificate from concerned authorities showing the name of the land holders & details of land lost.
3. Certificate issued by Tahsildar indicating percentage of land lost with respect to total land held by the land loser.
4. **Tenderer shall submit a copy of land extract 7/11 or RTC and respective Form No.16 or respective land record form of concerned state not more than six months old from the date of issue of tender notice.**

XIV. Affidavit to be submitted on Rs.100/- stamp paper regarding self declaration (Annexure-V).

XV. Annexure-I, Annexure-III and Annexure-IV to be submitted.

XVI. The details of contracts along with the period and the station which the tenderer had or is having with Konkan Railway in the attached format, placed at Annexure III (applicable in case of existing contractor only).

XVII. It will be the responsibility of the tenderer to ensure that all the documents required for fulfilling the eligibility criteria as per NIT/Tender conditions have been properly submitted along with the tender. The offer that are incomplete in any respect or those which are not consistent with the requirements as specified in this tender document shall be liable for rejection. However, Corporation reserves the right to call for any supporting/additional documents as may be deemed fit for evaluation of the technical bid, if required. Decision of the Corporation in this regard shall be final and binding upon the tenderer(s).

Finance bid will be opened only of those tenderer who qualifies in technical bid.

Tenderer should ensure the following while submitting financial offer:

- I. The amount of license fee quoted shall be excluding GST. The applicable GST shall be collected on the quoted License fee. The present rate of GST is 18%.

- II. It may be noted that, the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred from further participation in Konkan Railway's tender(s) for a period as decided by Konkan Railway Corp. Ltd., on account of non-compliance of the following:
- (a) Acceptance of offer with immediate effect;
 - (b) Payment of advance annual license fee before commencement of contract;
 - (c) i. Payment of Security Deposit in advance.
ii. Payment of other Security Deposit towards Electricity connection charges etc.
 - (d) Execution of Agreement within THIRTY DAYS of award on contract and
 - (e) Commencement of the facility as specified in award letter.

4. Tender(s) will remain valid for a period of 90 days from the date of opening of the Technical Bid. If any tenderer withdraw during the validity period, his Earnest Money Deposit will be forfeited. However, the tenderer(s) can withdraw their offer after the validity is over or may extend the validity of their tender(s) with the consent of Konkan Railway.

5. The Tenderer will obtain necessary permits as required under law in operation from time to time. The Tenderer will be bound by Labour laws and other State/Central laws as applicable.

6. No rebate in license fee shall be allowed due to temporary suspension of trains/traffic or any development work that Corporation may undertake during the period of contract.

7. Any breach of the conditions referred in tender document by the successful tenderer(s) would render him / them liable to be removed from Konkan Railway as a licensee/contractor and shall be debarred from issuing tender papers for the commercial contracts for a period AS DECIDED BY THE KONKAN RAILWAY.

8. Tenure of Contract and guidelines for extensions: The tenure of contract will be NINE years. The first allotment of the contract will be done for a period of FIVE years and thereafter a screening committee will be nominated to evaluate the working performance. On the recommendations of screening committee a further extension of FOUR years may be granted.

9. Payment of License Fee: Successful contractor has to pay the following amount in advance :

- I. License fee in advance (Bid amount quoted by tenderer)
- II. Security deposit - 20% of the license fee in case of static units.
- III. Security deposit in respect of electricity consumption charges - Rs.3000/- per commercial establishment except or as advised by Electrical department whichever is higher.
- IV. Electricity connection charges.
- V. Electricity & water consumption charges.

10 All contracts awarded under competitive bidding, the sale assessment figures will not have any bearing on the existing license fee as the same is fixed under competitive bidding.

11. Annual revision in license fee will be as under:

- a) In case no revision is undertaken in rates of the items sold during the year, the license fee shall be increased by 3% every year over the existing license fee.
- b) In case, revision in rates of items sold is undertaken during the year, the license fee shall be revised to 3% plus additional increase by 10% of the % age increase in rates.

12. **Eligibility criteria : Tenderer who satisfy the below eligibility criteria will be called “eligible tenderer”, failing which their tender (offer) shall be rejected.**

- i) A firm / Company / Association of Person (AOP) / Individual who are competent to enter into a contract under Indian Contract Act.
- ii) **Bank Solvency Certificate:** Applicant has to submit their financial standing in terms of the Bank solvency Certificate not older than the immediate previous three months from the date of notification of the tender and in original issued from Nationalized/schedule Bank for two times of Reserve Price of contract.
- iii) Audited Profit & Loss accounts and Balance Sheet for previous three years i.e. year 2021-22 ,2022-23 and 2023-24 certified by Chartered Accountant.
- iv) Income Tax Return for last 3 assessment year 2022-23, 2023-24 and 2024-2025.
- v) Details of experience in the similar field. Minimum three years experience is required in similar field. Proof should be submitted.
- vi) Affidavit to be submitted on Rs.100/- stamp paper regarding self declaration (Annexure-V).
- vii) Annexure-I, Annexure-III and Annexure-IV to be submitted.
- viii) Land loser certificate in case of land loser/applied under P-1 category. Please refer clause No.2 (XIII) Mode of finalization.

Note: All uploaded documents must be self attested by tenderer. Please refer clause No.(i) of General instructions of tender document.

1. **Priority:** In order to provide the earning opportunity to land losers who have not been given job in KRCL, one stall shall be allotted under Priority P-1 for his livelihood (Only one member per acquisition will be considered for allotment under P1 category). Employment given under land loser category will not be treated under land loser category. Considering the same the provisions for allotment of commercial contracts shall be as under:

(a) Priority -1 (P-1) : Fresh landlosers (first time entry)/ existing landlosers contractors holding single unit with its contract validity upto one year ahead of new notification. The landloser contractors who held the contract in the past but are not holding any contracts on date of notification shall also be considered under Priority P-1.

(b) Priority -2 (P-2) : Any Commercial contractor (including landloser) who has successfully completed six years or more contract period in KR on the date of notification on a similar establishments. (Existing contractor as specified below). Proof to be attached as existing contractor.

(c) Priority-3 (P-3) : Other than P-1 and P-2

Definition of Existing Contractor:

- I. Any commercial contractor who has successfully completed six years or more contract period in KR on the date of notification on a similar commercial establishments. In case of mobile units like pantry car contracts, in-train vending, the requirement of experience for similar commercial units will get expanded to any commercial catering contracts and vice versa.
- II. The contractors having completed six successful years of contract over KRCL but not holding any Commercial Units on date can retain their status as existing contractor up to three years from the date of closure of their last contract.
- III. The land-loser holding single unit and with validity upto one year ahead of the new notification will be considered as not holding any unit.
- IV. If any contract of any contractor has been prematurely terminated due to violation of terms and condition of the contract, such contractor will cease to be an existing contractor for three years.

13. Selection Procedure: Technical bids of Priority-1 (P-1) will be opened first. After technical scrutiny financial bid of those found suitable would be opened. If there are no applications under Priority-1 (P-1) or nobody is found suitable after technical evaluations, bids received under Priority- 2 (P-2) would be considered for technical evaluation. If no applications received under Priority1-2 (P-1 & P-2) or nobody qualified after technical evaluations, applications received under Priority-3 (P-3) would be considered.

14. Earnest Money Deposit: The amount of Earnest Money Deposits (EMD) should be paid through IRPES Portal through Net banking or other mode of digital payments. A copy of such payments should be uploaded in the portal along with other documents. Tenders without payment of EMD amount will be summarily rejected.

- I. The tenderer shall hold the offer open till such date as may be specified in the tender. It is understood that the tender documents have been sold/issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part thereafter submitting his tender, he will not recite from his offer or modify the term and conditions thereof in a manner not acceptable to Regional Railway Manager/Karwar. Should the tenderer fail to observe or comply with the foregoing stipulation, the Corporation shall forfeit the earnest money deposit. If the tender is accepted, the amount of earnest money will be adjusted against the license fee.
 - II. The earnest money of the unsuccessful tenderer(s) will have as herein before provided be returned to the unsuccessful tenderer but the Corporation shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession, nor be liable to pay interest thereon.
 - III. Successful tenderer has to make the payment of license fee immediately after allotment. EMD amount will be forfeited if the successful tenderer does not accept the offer.
15. Konkan Railway reserves itself the right to extend the date of receiving / opening of the bids, as well as extend the validity of the tender.

16. Konkan Railway reserves right to reject any or all tender(s) in part or in full without assigning any reason.
17. **Language of Bid :** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and KRCL, shall be written in English language. Any printed literature furnished by the Bidder may be written in another language as long as such literature is accompanied by a translation of its pertinent passages in the English language duly authenticated by the bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.
18. **Execution of Agreement:** The successful Tenderer shall be required to execute an Agreement to license with the Konkan Railway for operating this facility (Ethnic food stall) according to the Terms & Conditions of the Contract. The Tenderer whose tender is accepted shall be required to appear at the Office of the Sr. Regional Traffic Manager, Madgaon in person, or if it is a firm or Corporation, a duly authorized representative shall so appear, and to execute the contract agreement within one month after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement effected by acceptance of the tender in which case the earnest money accompanying the tender shall be forfeited by the Corporation as liquidated damages for such default. Every contract shall be complete in all respect of the documents it shall constitute. All expenses in drawing up the agreement and the cost of the stamp duty, if any, shall be borne by the successful tenderer.
19. Ceiling limit for holding number of contracts: Ceiling limit for holding number of contracts:
- 19.1 Priority is given as a welfare measure to provide livelihood to those affected by land acquisition for construction of Konkan Railway. This policy cannot be an instrumental in enrichment for a few. Hence In order to ensure proper service through wider participation ceiling limit for holding maximum number of units by a contractor shall be as under:
 - a) **Land losers, land losers in partnership/Society holding one unit:**
 - b) In the capacity of individual land loser or land losers in partnership only one unit during the tenure of the contract. It is further clarified that, they can hold only one unit under category 'P-1' .
 - c) The land loser holding stall at the time of applying for additional stall will be considered as holding a stall under priority-1, irrespective of the priority under which the stall was allotted. As the priority in allotment is given to provide earning opportunity to the land loser, till such time the land loser is holding one stall (irrespective its priority of allotment), allotment of another stall under P1 category will not be considered.
 - d) It is further clarified that, such land loser can apply for stall under priorities other than 'P1'. However, the total units hold by him at any given time should not be more than those prescribed as below: (ceiling limit is also applicable to P2 and P3 priority).

1	Minor Units :	Two per station; Four on entire KR
2		Major Units
(i)	Static Units	Two per station; four on entire KR
(ii)	Mobile units (train vending)	Two pairs (UP & DN) of trains with base kitchen.
3	Long terms contracts (e.g. Railotel) and Major contracts	Two units in entire KR
4	Overall units	Two per station (any combination of major and minor) ; Total Six on entire KR (maximum two major units)

Notes:

- I. The land losers can apply under priority 'P-1' for one contract only on entire KR. (The bidders already holding one unit can apply under priority P-2). As the priority in allotment is given to provide earning opportunity to the land loser, till such time the land loser is holding one stall (irrespective of its priority of allotment), allotment of another stall under P1 category will not be considered.
- II. The land loser with contract validity upto one year ahead of the new notification will be considered as not holding any unit.
- III. In case there is no response to the first notification, 2nd notification will be issued. If no response in 2nd notification also, then the contract can be considered for allotment beyond the ceiling limit in the 2nd notification.
- IV. The intrain vending contract for special train shall not be taken into account for the purpose of ceiling limit.

Minor Catering Units

SN	Name of establishment / contract	S.N	Name of establishment / contract
1	Kokam stalls	2	Mobile trolleys for (a) tea/coffee/snacks, (b) fruits, Any other type as decided by the Corporation
3	Ice cream stall	4	Cyber cafe
5	Kokam stall / local products stall	6	Chinese stall
7	Fruit Juice stall	8	Milk Parlour / Booth
9	Fast food stall	10	Ethnic food stall
11	Water vending machines		

Minor Non-Catering Units

SN.	Name of establishment / contract	S.N	Name of establishment / contract
1	Book stall	2	Curio – mobile trolley
3	Parking stand	4	General stores
5	Halt agents	6	Advertisements at stations
7	Cloak Room	8	Taxi stand / Pre-paid taxi

Major Catering Contracts :

SN.	Name of establishment / contract	S.N	Name of establishment / contract
1	Pantry Car Contract	2	In-train vending contracts
3	Veg / Non-veg Restaurants	4	Automatic vending machines

Major non catering contracts:

SN.	Name of establishment / contract	S.N	Name of establishment / contract
1	Personal Weighing machines	2	Executive lounge
3	Town Booking Agencies (TBA)	4	Advertisements – interior and exterior portion of trains
5	Automated Teller Machines (ATMs)	6	Weighbridge for trucks

20. The catering agency or proprietor/partner/vendor/power of attorney holder should not have any criminal record presently or in the past or should not have previous history of police/court cases. Such offers/agencies applications will not be processed and completely rejected as decided by KRCL without citing reason/informing to the agencies/bidders. The agency shall not have any right whatsoever in this rejection by KRCL. This is applicable even after awarding the contract or during the contract period, if KRCL detects the above after awarding.
21. The applicant should give a self undertaking in support of the terms & conditions specified in item number 20 above as per format enclosed as **Annexure "V"**. This is to be submitted on the Hundred Rupees Stamp paper duly signed by the bidder.
22. Tenderer should sign all the pages of tender documents and should submit the same along with technical bid in original.
23. Government / Railway / PSU servant or any other member of his/her family (as defined in rule no.103 para 17 of the Indian Railway Establishment code- vol I) either in their individual capacity are not eligible to apply.
24. All the above guidelines will form part of the Notice Inviting Tenders (NIT).
25. All the documents submitted along with the "Technical Bid" should be serially numbered on the top right hand corner of every page of the Tender Document. An index stating the page numbers and documents attached should be placed at the top of the documents enclosed.

***** 000 *****

Draft License Agreement for Ethnic food stall

This AGREEMENT is made this ____th day of _____ between Shri....., herein after called as licensee in consideration is being permitted to run Ethnic food stall at _____ Railway Station at an annual license fee of Rs.....and the Chief Commercial Manager, Konkan Railway Corporation Ltd, Belapur, Navi Mumbai or any official authorized by him on behalf of Konkan Railway Corporation Ltd, herein after referred to as 'Corporation' whereas Shri, Licensee, do hereby agree to abide the following conditions.

WHERE AS the Konkan Railway Corp. Ltd. invited tender from the open market for the contract for Ethnic food stall at _____ Railway Station.

AND WHEREAS highest quotation given by tenderer was accepted by the Corporation vide letter No _____ dated _____.

AND WHEREAS the licensee agreed to perform the contract work.

NOW THIS AGREEMENT WITNESS AND IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Licensee shall offer for sale only good and wholesome articles at the rates approved by the Corporation from time to time and shall give the prescribed weight / numbers. A tariff of the articles that he sells, showing their rates as approved by the Corporation shall be displayed on the prominent place as directed by the Corporation for the information of public. (Approved Tariff is enclosed in Annexure).
2. The articles to be offered for sale, of which a sufficient supply must always be kept on hand by the Licensee shall be subject at all times to the inspection of any of the Officers or servants of the Corporation duly authorized in that behalf, who shall have the right to reject and prohibit the sale of any article that, they may be consider stale, unsuitable, unwholesome or objectionable; such articles as shall be rejected or the sale of which is prohibited shall forthwith be destroyed and be replaced by other approved articles by the Licensee with all reasonable dispatch.
3. The Licensee shall maintain the commercial establishment allotted to him fully equipped, and shall be kept open preferably between 0500 hrs and 22:00 Hrs. or as per the requirement of the Corporation.
4. All internal partitioning and decoration if the premises are provided for by the Corporation will be the responsibility of the Licensee. However Water / Electricity connections will be provided as per the requirement and all charges and rentals payable for the consumption and use of such amenities and services will be at the cost of the licensee. The Fitting and furnishing which the licensee intends to incorporate in the premises shall be got approved before hand from the Corporation and they shall be of the standard specification and scale approved by the Corporation.
5. The Licensee shall construct the structure for the Ethnic food stall at the location mentioned at their own cost after obtaining prior approval of Corporation. All structures, facilities incorporated by the Licensee in the premises and any other adoption from the premises shall be considered the property of Corporation and the Licensee shall

not be entitled to any compensation at any time including at the time of termination of the License. The Showcases, Glass Cabinets and furniture which are not affixed to the premises are exempted and these may be removed by the licensee.

6. The Licensee, his servants and agents shall be entitled to use all ways, path and passages as may from time to time be maintained on the said station premises subject to such rules and regulations as may be imposed by the lawful authority of the Corporation.
7. The Licensee, his agents and servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by the Corporation or any other Department of Government and or local body or administration in force from time to time and to the business which the Licensee is allowed to carry on under this Agreement and to the area in which the said premises are located.
8. The Licensee shall ensure compliance of Labour Laws e.g. for registration with EPFO and ESI purposes and the Licensees / Company / Agency should also ensure compliance of Contract Labour provisions too.
9. The Licensee will obtain necessary permits as required under law in operation from time to time. The licensee will be bound by Labour laws and other State/Central laws as applicable.
10. The licensee should comply all the statutory registration like GST, EPF and ESIC. The licensee shall also pay all taxes viz. GST etc. whatsoever payable or here after to become payable to State/Central Govt, Municipality or any other local body and maintain proper record of such payments and keep the same open to inspection by the Corporation or any other person authorized by the Corporation.
11. The Licensee shall Indemnify the Corporation from/against any claims made or damages suffered by the Corporation by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purposes of this Agreement and to the area in which premises are located.
12. The Corporation shall not be responsible in any way for loss or damage by any means caused to the Licensee's stock or property.
13. The Corporation reserves the right to allot one or more similar contracts, in the station premises as and when decided.
14. The licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Corporation and such other departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises are not maintained in reasonably clean conditions by the licensee, Corporation shall have powers to get the premises cleaned at the risk & cost of the licensee and recover liquidated damages and can take other actions including termination of the license. Disposal of Garbage is the responsibility of the licensee. Corporation may impose suitable penalty for not maintaining the stall and surrounding area clean.
15. The Licensee shall provide two numbers of good looking Eco friendly dust bins for the

use of passengers for putting the litters/waste. The dustbins shall be emptied by the Licensee periodically and keep the dustbins clean.

- 16.** The licensee shall comply with requirements of all standard health clauses including those given below:

A.The Health Officer/Medical Officer of Corporation or persons authorized by them may with out notice, enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the Licensee.

B.All the instructions given by the Health Officer / Medical Officer of the Corporation of any kind pertaining to prevention of infectious diseases, rodent control etc. shall be carried out by the Licensee and his agent and servants.

C.The Licensee shall notify to the Medical Officer about suspected infectious disease and may be inspected by him and advised to take precautionary measures and preventive measures considered necessary.

- 17.** The Licensee, his agents and servants shall not abuse the water sources, drainage facilities in the railway premises so as to create a nuisance or in sanitary situation prejudicial to public health.

- 18.** The Licensee agrees to bear the cost of chemical analysis of the articles sold, should such examination be considered necessary in the public interest by officials of the Railway Administration or of any other local or competent authority.

- 19.** In the event of any default, negligence or breach in the opinion of the Corporation, on the part of the licensee in complying with either of these conditions specified, the Corporation will be entitled and be at liberty to determine the Licensee forthwith and resume possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the Licensee for due performance of the Agreement.

- 20.** The Licensee shall present himself/themselves if he/they is/are having personnel dealing with the customers and also send each servant before appointment to the Medical Officer or Medical attendant authorized by him for medical examination and after appointment shall send each servant for periodical medical re-examination at regular intervals as decided by Corporation from time to time. He/they shall also present himself/ themselves for medical examination at the same intervals if he/they deal personally with customers.

- 21.** Upon breach by the licensee of all or any of the terms stated in this agreement and / or if in the opinion of the Corporation the licensee and / or his staff is not conducting sales in a satisfactory manner and / or if in the opinion of the Corporation or other officer of the Corporation duly authorized on its behalf a complaint made by the public be substantiated, the Corporation or other officer of the Corporation duly authorized on ts behalf or the Chief Commercial Manager of the Corporation may at their/his discretion impose a penalty not exceeding Rs.1,00,000/- (Rupees One lakh only) which the Licensee agrees to pay or may at their or his discretion summarily and without notice or compensation, at any time during the period of this agreement, and without prejudice to any other rights or remedies to which the Corporation may be entitled under this Agreement or by law terminate forthwith these presents and forfeit all license fees and other sums that may have been paid by the Licensee hereunder.

- 22.** a) Licensee shall employ only such servants / vendors as shall have good character and as well behaved and skillful in their business. He shall furnish the Corporation in

writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this Agreement before they are so employed and the Corporation shall be at liberty to forbid the employment of any person whom it may consider undesirable.

Number of Vendors Permitted:

Station Class	Ethnic food stall
IV	01 per shift

b) The servants / vendors employed by him shall be under the general discipline of the Corporation and he shall also have the character of all persons employed by him verified by the police to the satisfaction of the Corporation, before the employment.

c) The servants / vendors of the Licensee shall always be properly dressed in approved colour which should be neat and clean. The name of the employee shall be depicted in bold letters on the front side of his dress so as to be easily recognized by customers.

23. a) The Licensee would be required to install adequate number (as may be decided by the In-charge of the Fire service or any other authorized officer of the Corporation depending upon the area) of fire extinguishers in the licensed premises at his cost before commencement of business.

b) Provision of Fire protection system as per building code must be provided by the licensee at his cost before commencement of business.

24. The Licensee or his/their Manager shall, in the event of temporary inability of his/their own any of his/their part to supervise the work due to indisposition or any other unforeseen cause, ensure the continues of the supply to the public by temporary arrangements with prior approval of the Corporation.

25. The Licensee(s) agree(s) to sell only aerated water of authorised manufacturer's and names of such authorised manufacture's shall be notified by the Corporation from time to time.

26. The licensee and his salesman shall not stock or sell or permit to be brought in and use wine, beer and other spirituous liquors, cocaine, opium, morphine, ganja(hemp) and any other intoxicants in the said premises.

27. Plastic trays / containers shall not be used for preparing the items. Trays/Containers from bio-degradable eco-friendly materials only be used for this purpose. Licensee will ensure that the used trays/containers, disposable glasses etc. left by the passengers are picked up by his vendors and disposed off from the station premises at a nominated location on regular basis.

28. The Licensee shall keep the Ethnic food stall as well as containers, utensils and table equipment in a clean and sanitary condition to the satisfaction of the Corporation and shall at all reasonable time give access to all officers and persons appointed in this behalf by the Corporation to inspect the place without any objection. Any disinfecting ordered by the Corporation Officials, shall be done by the Licensee at his / their own cost to the satisfaction of the Corporation.

29. The Licensee shall provide sufficient number of receptacles of a type approved of by the Corporation for articles which included in this License to prevent contamination by flies and other insects. All foodstuffs, whether cooked/ prepared or raw/ uncooked

shall be kept in fly or rat proof receptacles, as circumstances may require and such receptacles to be provided by the Licensee at his own expense.

- 30.** The License holder will be a private contractor and cannot claim any right as to any employment including the continuation of the license.
- 31.** The Corporation shall have the power, if required, for the Ethnic food stall to be removed from the position in which it has been erected and to be placed in some other position whereupon the Licensee shall forthwith comply with any such requirement. The cost of such removal shall be borne by the Licensee.
- 32.** The Licensee shall not without the prior consent of the Corporation close down or remove the Ethnic food stall. In the event of the Ethnic stall being closed without the consent of the Corporation, it shall be open for the Corporation, to allow any other party to sell the articles as stated in the agreement without in any way being liable to the licensee for having granted such permission.
- 33.** The Licensee shall comply with the following on electrical safety:
 - a) The licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fire extinguishers as provided in the licensed premises.
 - b) The Licensee shall get their electrical circuit tested, at least once in a year and any defect noticed should be rectified immediately.
 - c) Any modification in electrical circuit at any time should be carried out with the prior approval of Electrical Department of Corporation.
- 34.** The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Corporation. A notice board shall be displayed prominently by the Licensee at the stall with regard to the availability of complaint book. The Licensee shall carryout such improvements as may be necessary for ensuring better service, and shall take suitable notice of complaints made by the passengers either direct or noted in the book maintained at the station.
- 35.** The Licensee will at all time duly observe the provision of the Employment of Child Act XXVI of 1938 and any re-enactment or modification of the same and will not employ or permit any person to do any work for the purpose of or under the provisions of this Agreement in contravention of the provisions of the said Act.
- 36.** The Licensee(s) shall be responsible for compliance with provisions of the Hours of Employment Regulations in respect of the staff employed by him/them in the manner decided upon by the appropriate authorities.
- 37.** The Corporation is exempted from all liability howsoever caused, under the Workmen's Compensation Act 1923 in respect of injury effected by or the death of the Licensee or servants employed by him and the Licensee shall indemnify the Corporation from and against all claims made under such Act and all costs and expenses incurred by the Corporation in respect thereof.
- 38.** The Licensee shall be responsible for compliance with the provision of Untouchability (offences) Act, 1955 and ensure that the provision made therein are strictly complied with. Any disregard of the provision of the said Act shall entail termination of the said agreement.

39. The Licensee or a duly authorized and competent Manager or vendor and paid by the Licensee shall remain present in person to manage and supervise the business to be carried on under the provision of this agreement and to see that the obligation of the licensee(s) under the agreement are duly performed and observed. The Licensee shall personally attend to all negotiations as well as correspondence with Corporation on the following matters:-
- a) Extension / renewal of contracts / allotment of additional facility / increase in number of vendors etc.
 - b) Policy matters.
 - c) Complaints and other matters relating to performance of the contract.
40. The Corporation do not recognize any Association of the Traders and in case any negotiation/bargain necessary with regard to the clarification of the Terms & Conditions of the License or modification thereof such negotiations should be sought by the Licensee alone and no collective representation / bargaining will be entertained.
41. As per the Food Safety and standards (Licensing and Registration of Food Business) Regulations 2011, licensee have to obtain registration or license to carry out business from the Registering Authority or Licensing Authority of KRCL.
42. Under section 38 and Rule 2.1.3 (4) of the provision of Food Safety and Standards Act 2006, Rules 2011, the Food Safety Officer may take sample(s) of any prepared food or raw materials or any other item/items which appears to Food Safety Officer to be intended for sale or to have been sold for human consumption and send them for analysis. If such samples are found adulterated or unsafe or sub standard or misbranded or containing extraneous matter or not conforming to standards of the act, the designated officer shall take appropriate and necessary action as per provision of section 42, Rule 3.1 etc. Penalties as per provisions under chapter IX (Offences and Penalties) and elsewhere provided under the Food Safety and Standards Act, 2006 shall be imposed by the authorities given due powers under Food Safety and Standards Act 2006.
43. The Licensee shall not damage the premises for any kind and if so, the Corporation shall be entitled to repair the damage or make the requisite replacement and call upon the Licensee to reimburse cost thereof which the Licensee undertakes to pay forthwith on demand.
44. On expiry of the license period, or on termination of the license by the Corporation, on account of any breach on part of the licensee, the licensee shall deliver the possession of the premises in good condition and in peaceful manner. Further licensee shall remove his/their goods (movable property) and other materials from the premises failing which Corporation reserve its right to remove such goods/ materials at the cost & risk of the licensee and demand payment for such removal. If such payment is not made within 10 days, Corporation shall dispose off the goods and materials of the licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such eventuality.
45. **Rationalization of Commercial Contract:** Under the rationalization scheme commercial contracts will be operated to coincide with the financial year i.e. April - March for all the regions. However if the contract is awarded in between then the first and last license fee will be calculated for part of the year on pro-rata basis. For the entire intervening period license fee will be charged from April-March i.e. covering with financial year. The process to levy six monthly bills in respect of all commercial

establishment for license fee, water charges and electricity etc will be applicable to all commercial establishments.

46. Delay in payment: The Licensee has to pay the annual license fee in advance as per the stipulated time. For delayed payment, interest @18% p.a. will have to be paid for the number of days of delay. The days of delay means the time taken for payment of license fee from due date.

47. Transfer of license in the event of death of the contractor / licensee: In the event of the death of the contractor / licensee, the license can be transferred in the name of legal heir for the un expired portion of the agreement.

48. Subletting of contract: Any commercial contract cannot be subletted. If subletting is detected at any stage of the contract, the contract will be terminated.

49. Annual revision in license fee:

a) In case no revision is undertaken in rates of the items sold during the year, the license fee shall increase by 3% every year.

b) In case, revision in rates of items sold is undertaken during the year, the license fee shall be revised to 3% plus additional increase by 10% of the % age increase in rates.

50. Goods and service tax:

i) Tenderer should have valid registered GSTIN

ii) This supply order/service contract/works contract is subject to GST Act and subject to GST rules as notified from time to time. Any benefit available to Supplier/Contractor under GST Act due to reduction in input taxes or reduction in the tax rate on output supply should be passed to KRCL.

iii) If applicant are exempted from GST, Declaration/Exemption certificate for the same to be submitted.

51. Inspections: The Corporation or other Officer of the Corporation duly authorized on its behalf, may, if in its or his sole discretion it is considered necessary to improve the service rendered by the Licensee in pursuance of the subject contract, Corporation may depute a Catering/Commercial or any other Inspector to supervise the functioning of the Licensee(s) for any period which the Corporation or such officer may deem fit and proper. The decision of the Corporation or such other authorized officers, regarding the necessity to improve the service, the deputation of any Inspector, the period for which such Inspector is to be deputed shall be final and binding upon the Licensee. The contractor should give full cooperation to the nominated KRCL officials or the authorized officials for inspection of the establishment.

52. The Corporation shall have the right to prohibit the sale of particular items when the Licensee is not in possession of such equipment as the Railway Administration considers necessary for the preparation, sale of such items, under the satisfactory and hygienic conditions and such restrictions will remain effective until such time the Licensee is in possession of the equipment considered necessary. If satisfactory equipment is available with the Licensee, but it is not used properly, the sale of items concerned may be prohibited.

53. The Licensee shall maintain a proper account of the sales turnover and expenditure etc. incurred by him/them in connection with the aforesaid license and shall submit a periodical statement of such sales turnover and expenditure, etc to the Corporation from

time to time as and when called upon by the Corporation. The Licensee further agree(s) that the Account Books in respect of the aforesaid license will be kept in the premises allotted to him and shall be open for inspection to any official so authorized by the Corporation.

54. Termination : The contract will be terminated automatically after completion of tenure i.e. 09 years. However contracts can also be terminated due to "unsatisfactory performance" during contract period. The following items would constitute unsatisfactory performance leading to termination of the contract:

- 1) Use of establishment for any other purpose than the contract is awarded
- 2) Sale of unauthorized items.
- 3) Overcharging.
- 4) Delay in payment of dues.
- 5) Poor quality of service.
- 6) Complaints from the serving public.
- 7) Adverse inspection report by authorized KR representative
- 8) Subletting
- 9) Un lawful behavior of the licensee or his representatives.
- 10) Additional instances leading to violation of condition:

(a). The termination clause will be invoked by one month notice in advance, extending opportunities to the contractor to make good the performance. This will be followed by 07 days notice and final termination notice at the end of notice period.

(b) In the event of the contract being terminated by the Administration under clause 53, the Licensee is not entitled for any refund of the Licensee fee for the unworked period of the contract. This contract can be terminated by either party by giving one month's notice with or without assigning any reason whatsoever. This contract can also be terminated by the Corporation otherwise by giving to the licensee one calendar's month notice without assigning any reason and without in any way being liable for such termination of the contract. If Corporation terminates the contract, the pro rata license fee paid hereof for the remaining period of the contract will be refunded to the licensee after deducting the amount dues if any to the Corporation. However, if the licensee decides to terminate the contract, no refund of the license fee for the remaining portion will be refunded.

55. In the event of security deposit or any portion thereof being forfeited, appropriated, applied or used by the Corporation under the provisions of this Agreement, then the Licensee shall on demand provide further security in the place of the security forfeited, appropriated, applied or used as aforesaid so as to make up the security deposit to the amount required as aforesaid. In the event the licensee fails to provide amount so required, the license is liable to be terminated.

56. Subject as otherwise provided in this contract all notices to be given on behalf of the Corporation and all other action to be taken on its behalf may be given or taken on its behalf by the officers nominated by the Corporation.

57. The business of the Licensee to be carried on in the Ethnic food stall of the Corporation shall be carried on at the sole risk of the Licensee, and the Licensee shall indemnify the Corporation from and against all liability for damages, costs, charges and expenses, both legal and otherwise, to which the Corporation or any of its servants may be put by reason of any loss or injury caused to or suffered by any passenger or railway employee by bad or contaminated articles sold or supplied in the said premises by the Licensee and/or any loss or damage caused to the Corporation through the

negligence or fraud of the Licensee, his servants or Agents. Such damages cost, charges and expenses shall be paid by the Licensee to the Corporation immediately on demand being made there for.

58. ARBITRATION: In the event of any question, dispute or difference arising under these presents or in connection there with (except to any matters the decision of which is specially provided by these presents or Conditions of Contract) the same shall be referred to the sole arbitrator to be appointed by the CMD / Managing Director, KRCL, Belapur. There will be no objection that the Arbitrator is a Railway Officer who has not dealt with the matters to which the agreement relates, or that in the course of his duties as a Railway Officer he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties. Subject as aforesaid, the Arbitration and Conciliation Act 1996, and the Rules they're under and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

59. Action in case of unsatisfactorily performance: In case of any shortcomings in performance noticed during the inspections, through complaints, press reports etc Corporation may impose the penalties on the contractor. The authority for imposing such penalties and the limit for the same shall be as under:

Commercial Supervisors – Upto Rs. 500/- per incidence.

Sr.Regional Traffic Manager / Senior Commercial Manager / Assistant

Commercial Manager – Upto Rs. 5000 per incidence.

Dy.Chief Commercial Manager – Upto Rs. 25,000 per incidence.

Chief Commercial Manager – Upto Rs.1,00,000 per incidence.

When nature and gravity of the incident is severe and major penalty is warranted, same shall be decided by administration after making inquiry through the committee nominated by CCM and on acceptance of the inquiry report by CCM which shall be binding on the contractor. Further appeal lies with D(O&C) and mercy appeal lies with CMD.

60. This agreement shall be deemed to come into force and have effect from ____ day of ____ for a period of Five years and shall be terminable on _____. However, the contract can be further extendable for a period of 4 years as per the policy of the Corporation, which will be binding on the licensee.

61. The licensee should not use newspaper, cardboard boxes made of recycled paper for wrapping, packing, serving, covering and storing the food articles as it is a food safety hazard.

62. The licensee should keep small weighing machine and weighing pot / device for measuring quantity of food item and other items, Machine / device should be stamped by Govt. authority.

63. Licensee should kept two separate dustbin for collection & disposal of bio degradable & non bio-degradable waste with different colour code.

64. Licensee should make provision of POS machine and other Applications for cash less transactions.

65. Coking requirements at Ethnic Food stall is to be through electrical induction cooking mode/piped LPG gas connection only .

IN WITNESS WHERE OF the parties have put their hand on this _____ day of _____ 2025.

For KRCL

Name :
Designation:
In presence of

For Contractor

Name:
Address In presence of

Annexure-I

**KONKAN RAILWAY CORPORATION LIMITED
(PART –1 TECHNICAL BID)**

1)	Name of Contract	:	
2)	Priority Code (P1/P2/P3)	:	
3)	Name of Station	:	
4)	Full Name of the applicant Permanent address, Mobile No. (Please enclose a copy of Addhar card as address proof)	: : :	
5)	Date of Birth and age of applicant (Please attach proof in case of individual)	:	
6)	Educational qualification (attach copy of certificates)	:	
7)	Details of previous experience in the similar field (attach copies of relevant documents) Minimum three years experience is required in similar field. For KRCL existing contractor six years experience is required. Submit proof like shop license, food license (FSSI) Letter of acceptance of catering contract and extension / completion of contract certificate etc.	:	
8)	Whether belongs to SC/ST/OBC (attach copy of caste certificate)	:	
9)	Details of land acquired by Konkan Railway (attach attested copy of proof)	:	

		:	
10)	Details of Partnership firm / Society / Association etc. (attach proof)		
11)	Character certificate	:	
12)	PAN card details	:	
13)	<p>Financial Standing:</p> <p>a) Original Bank Solvency issued by Nationalized / schedule bank for two times of Reserved price.</p> <p>b) Audited profit & loss account and balance sheet for financial year 2021-22 ,2022-23 and 2023-24 self attested and certified by CA.</p> <p>c) ITR for assessment year 2022-23, 2023-24 and 2024-25 self attested</p>	:	
14)	Details of Earnest Money Deposit	:	
15)	Please ensure that Do you have filled signed & submitted annexure I,III,IV, and V and tender document along with technical bid	:	
16)	GST Registration No and Details of Applicant. If GST registration is not available submit declaration regarding non availability of GST no with reason.		
17)	Submit bank details for RTGS (copy of cancelled cheque or pass book copy)		

NOTE : Please attach attested copies of Documents / testimonials.

Place :

Date :

(SIGNATURE OF APPLICANT)

Name :

Address :

Annexure-II

KOKAN RAILWAY CORPORATION LIMITED

(PART –2 FINANCIAL BID FOR REFERENCE ONLY)

1)	Name of Contract & Category	:	XXXXXXXXXX
2)	Name of Station	:	XXXXXXXXXX
3)	Full Name of the applicant Permanent address Telephone Number	: : : :	XXXXXXXXXX (don't write amount on this reference paper)
4)	Financial Bid of the applicant in respect to the minimum reserve price fixed by KRCL (The amount should not be below the reserve price) (Excluding GST)	:	Rs. XXXXXXXXX per annum (don't write amount on this reference paper)

Note: Rate quoted above shall be excluding GST. GST at applicable rate shall be collected on the quoted license fee. Present rate of GST is 18%.

I hereby agree to pay the annual license fee (bid amount) and security deposit (20% of annual license fee) and other payable amounts in full before the commencement of the contract to KRCL, in the event that the contract is allotted in my / our favour. It is also submitted that I / We have read and understood the terms and conditions attached to this application.

Place:

Date :

(SIGNATURE OF APPLICANT)

Name :

Address :

Annexure-III

(To be submitted along with Technical Bid.)

Details of Commercial Contracts, if any, held at any Railway Station in own name or in the name of spouse, children, parents, grand children, brothers, sisters, or any other relatives of the applicant.

1	NATURE OF LICENCE(S)/ CONTRACT(S) HELD	
2	PLACE OF LICENCE (S)	
3	PERIOD OF LICENCE(S) CONTRACT(S)	
4	CLEARANCE CERTIFICATE FROM THE STATION-IN-CHARGE IN RESPECT OF NO DUES TO BE ATTACHED IF CONTRACT IS ALLOTTED OVER KRCL.	
5	NAME AND ADDRESS OF SPOUSE / LEGAL HEIRS OF THE TENDERER(S)	

Date :

SIGNATURE OF THE TENDERER
Name and Address:

- Note: a) In case of NIL report, the proforma must be filled with NIL Report and submitted duly signed.
b) In case the above space is not adequate, the details (1 to 5) on the additional sheets, duly signed may be attached.

Annexure-IV

(To be submitted along with Technical Bid.)

CERTIFICATE

I / We hereby declare and certify that I / We have inspected the site(s) of proposed Ethnic food **stall** at _____ **Railway station** (Platform No.) have fully familiarized myself / ourselves with all aspects of constructional / operational constraints such as accessibility & working conditions.

Date :

Signature of Tenderer:
Name & Address:

Annexure-V

(Note: To be submitted along with Technical Bid.)
(To be submitted in Rs.100/- stamp paper)

SELF DECLARATION

I / We _____ hereby state and declare that, I / We do not have any criminal record presently or in the past and do not have previous history of any police/court cases.

I / We also state and declare that no any family member has given employment in Konkan Railway as a benifit of KRCL land loser.

If the contents are found false I will be liable for punishment as per the provision in IPC.

I/We _____ do hereby declare that the information made in the above Technical Bid are true to the best of my/our knowledge and also that we shall be bound by the acts of my/our duty constituted attorney.

I/We hereby understand that the submission of offers/bids does not guarantee allotment of License for Ethnic food Stall at _____ Railway Station. I/we further understand and accept that in case of any information submitted by me/us being found to be incorrect either before or even after the award of licensee, Corporation will have the right to summarily reject the bid, cancel the License or revoke the same at any time without assigning any reason whatsoever.

Date :
Place:

Signature Tenderer:
Name & Address:

KOKAN RAILWAY CORPORATION LIMITED
Notification No. CO-16031/5/2017-COMM dated 06/09/2022

Items permitted for sale in Ethnic food stall -Karnataka State Stalls

Sr .N o	Name of Items	Specification	Tariff Rates including GST
1	Bisibele Bath	180 grams	45/-
2	Kesari Bhath	100 grms	20/-
3	Puliyogare	180 grms	45/-
4	Golibaje (6 piece) with chatni)	80 grms	20/-
5	Rice Payasam	150 ml	20/-
6	Holige (per piece)	50 grms	10/-
7	Shevige Payasam	150 ml	25/-
8	Karji Kayi (per piece)	50 grms	15/-
9	Kotte Kadabu with chatni & samber	80 gms	20/-
10	Masala Dosa	70 gms dosa+ 80 gm potato masala+40 gm chatani/samber.	20/-
11	Onion dosa/Uttappa with chatni	110 grm dosa/uttappa + 40 gm chatni	20/-
12	Seasonal fruits		Seasonal rate
13	Packed drinking water	01 liters (chilled/non chilled)	15/-
14	Butter Milk	150 ml	10/-
15	Lassi	200 ml (salted/sweet)	15/-
16	Lemon Soda	250 ml	20/-
17	Seasonal Fruit Juice	250 ml	25/-