



इंडियन रेलवे कटरिंग एण्ड टूरिज्म कॉरपोरेशन लिमिटेड

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

(A Govt. of India Undertaking - Mini Ratna) CIN : L74899DL1999GOI101707

पश्चिम क्षेत्र कार्यालय : तल मंजिल, फोर्ब्स भवन, चरणजीत राय रोड, फोर्ट, मुंबई-400001

West Zone Office : Ground Floor, Forbes Building, Charanjit Rai Road, Fort, Mumbai-400001.

दूरभाष Tel. 022-45000300/400, E-mail: ggmmumbai@irctc.com

No. IRCTC/WZ/FP/2024/Vasai Rd.

Date: 31.07.2024.

M/s Namah Enterprises

Add: 001, Ajgaonkar Chawl,

Near BMC Market, Opp. Station

Borivali I, Mumbai - 400066.

Name: Sh. Shiv Moorat Kushwaha

Contact: 9619424732

E mail- namahenterprises1982@gmail.com

Sub: Letter of Award of License for Setting up, Operation and Management of Food Plaza at Vasai Rd. Railway Station.

Ref: NIT No. IRCTC/WZ/E-tendering/FP/2024-25/I, NIT Dated 11/05/2024.

With reference to your Technical & Financial Bid Opened on 13.06.2024 and 26.07.2024 for the above project, it has been decided to award license to set up, operate and manage Food Plaza at Vasai Rd. Railway Station at New Site near North end of South FOB for a period of 09 years from the date of commissioning of the unit to M/s Namah Enterprises on the following conditions, in addition to terms and conditions enshrined in tender document.

You are required:

1. To convey your acceptance to the terms and conditions of the license within **(07)** days from issue of this Letter of Award i.e. **on or before 07.08.2024** along with Security Deposit as per the format of acceptance letter enclosed herewith as Annexure-A.
2. To remit the Security Deposit amount of **Rs 23,19,254/-** (Rupees Twenty Three Lakhs Nineteen Thousand Two Hundred and Fifty Four Only) for a period of 09 years in the form of NEFT/RTGS or through unconditional and irrevocable Bank Guarantee (BG) or Fixed Deposit (FD) (issued by Nationalized Bank or Scheduled Commercial Bank with Validity up to 180 Days beyond the completion of the tenure of the Contract) **as per Annexure-C2** in IRCTC/WZ bank account within (07) days from the issue of this Letter of Award. i.e. **on or before 07.08.2024**.
3. To pay the Annual License Fee excluding User Charges **as per Annexure C-1** of the tender Document and all other applicable taxes as per tender conditions. The Payment to be made through Demand Draft in favour of IRCTC/WZ payable at Mumbai or through NEFT/RTGS in IRCTC account.

Sr. No	Particulars	Amount (Rs)
1	Annual License Fee	16,11,111.00
2	GST @ 18% on License Fee	2,90,000.00
Total License Fee		19,01,111.00

3. The NEFT Details are as follows:

Account Name	Indian Railway Catering and Tourism Corp. Ltd.
Bank Name	HDFC Bank
Account No.	50200021704368
Account Type	Current Account
IFSC code	HDFC0000175

Cont..
31/07

पंजीकृत एवं कॉर्पोरेट कार्यालय: बी-148, स्टेट्समन हाउस, बारखम्बा रोड, नई दिल्ली- 110001

Regd. & Corp. Office: 11th Floor, B-148, Statesman House, Barakhamba Road, New Delhi: 110 001
Tel: 011-23311263, Fax: 011- 23311259, Website: www.irctc.com, E-mail: info@irctc.com


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3. To submit preliminary plans, specifications, Brand name to be displayed on the unit and tentative time schedule for commissioning above unit for approval of IRCTC / Railways, within 15 days from the date of remittance of security Deposit.
4. If IRCTC/Railways suggest changes in the General Arrangement of Drawing (GAD), the revised GAD has to be submitted by you within fifteen (15) days after advice by Zonal Office.
5. To take over the site within time frame specified by IRCTC after issuance of letter of approval of GAD. The 50% of annual License Fee plus applicable taxes, shall be payable before the handing over of the site. Remaining 50% of the Annual License fee plus applicable taxes, shall be payable before completion of six months from the date of commencement of the unit.
6. For the subsequent years. Annual License Fees plus applicable taxes shall be payable by the Licensee in advance on half yearly basis depending on the operational cycle. i.e. License Fee for initial 06 months of 2nd business year in advance and similarly for remaining 06 months of 2nd business year in advance.
7. To execute agreement within 30 days from the date of commissioning of the unit on non judicial stamp paper of Rs 100/- as per Tender Terms & Conditions.
8. All Terms and Condition of the Tender document shall remain the same and form integral part of this Letter of Award.
9. This Letter of Award shall be subject to the final outcome of any litigations, filed before any Court or Competent Jurisdiction.
10. The Service provider shall comply with the directions/protocol issued by Govt. of India/IRCTC from time to time.

Any failure to adhere to the above mentioned instructions shall be treated as event of default and action will be initiated as per Terms and Conditions of the License.

Please acknowledge the receipt of this Letter of Award.

DA: As above


(Umesh Naidu)
Jt. Gen. Manager (SCS)
IRCTC/WZ

Copy to:

1. **GGM (SCS)/IRCTC/CO** - For kind information please.
2. **Dy. General Manager (Fin)/IRCTC/WZ** - For kind information please.
3. **AO/MMCT/IRCTC** - For information please.
4. **AGM/IT/CO** - For kind information and uploading on IRCTC Portal.

**Format for acceptance of award of license
(To be given on company/Firm's Letter Head)**

Group General Manager
Indian Railway Catering and Tourism Corporation Ltd.
Zonal Office (West Zone)
Ground Floor, Forbes Building,
Charanjit Rai Road, Fort, Mumbai-4000001.

Date:

Sub: Letter of Award for Setting up, Operation and Management of Food Plaza at Vasai Rd. Railway Station.

Ref: 1) Open E-Tender No. IRCTC/WZ/E-tendering /FP/2024-25/ I, NIT Dated 11/05/2024.
2) WZ LOA No. IRCTC/WZ/FP/2024/Vasai Rd dated 31/07/2024.

With reference to your letter no. IRCTC/WZ/FP/2024/Vasai Rd dated 31/07/2024. I/we hereby accept the terms & conditions of the license and remit Security Deposit of Rs 23,19,254/- (Rupees Twenty Three Lakhs Nineteen Thousand Two Hundred and Fifty Four Only) in the form of NEFT/RTGS or through unconditional and irrevocable Bank Guarantee (BG) or Fixed Deposit (FD) (issued by Nationalized Bank or Scheduled Commercial Bank with Validity up to 180 Days beyond the completion of the tenure of the Contract)

Payment Details :

Sr. No	Head of Account	Amount (In Rs)
1	Security Deposit	23,19,254/-

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

Signature :

M/s

Name of the Authorised Person :

Date :

Place :

Seal of Licensee :

Annexure-C1

Details of User charges

User Charges- FP- (VASAI RD)		User Charges- FP- (PANDHARPUR)	
Years	Amt of User charges (Excl. applicable taxes)	Years	Amt of User charges (Excl. applicable taxes)
1st Year	4,48,573/-	1st Year	3,94,216/-
2nd Year	4,75,487/-	2nd Year	4,17,869/-
3rd Year	5,04,017/-	3rd Year	4,42,941/-
4th Year	5,34,258/-	4th Year	4,69,517/-
5th Year	5,66,313/-	5th Year	4,97,688/-
6th Year	6,00,292/-	6th Year	5,27,550/-
7th Year	6,36,310/-	7th Year	5,59,203/-
8th Year	6,74,488/-	8th Year	5,92,755/-
9th Year	7,14,957/-	9th Year	6,28,320/-
Total	51,54,695/-	Total	45,30,059/-

Note:

1. The user charges for Fast Food unit are payable on annual basis w.e.f the date of taking over of site by the licensee.
2. In case, the applicable period for the unit in any year is less than 01 year i.e. less than 365 days then, applicable User charge on Pro-rata basis shall be payable for the respective period of the year by the licensee. The amount towards User charges payable by licensee beyond 9th year onwards shall be the User charges applicable for preceding year enhanced @6% annually viz. for 10th year, the User charges shall be the User Charges of 9th year enhanced @6% similarly, for the 11th year, the User charges shall be the User Charges of 10th year enhanced @6%.
3. Licensee will be required to pay user charges in addition to the Quoted Licensee fees along with applicable taxes.

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

Tender NIT No. :< _____ >

Date:

Bank Guarantee No.:

To

Group General Manager/WZ

Indian Railway Catering & Tourism Corporation Limited (IRCTC)

2nd Floor, New Administrative Building, Central Railway,

D. N. Road, CST Mumbai – 400 001.

1. In consideration of Indian Railway Catering & Tourism Corporation Limited (hereinafter referred as the "IRCTC", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s _____, having its office at _____ (hereinafter referred as the "Licensee" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), an assignment for "Setting up, Operation & Management of Food Plaza/Fast Food Unit at _____ Railway Station for a period of 9/5 (Nine/Five) years" (hereinafter referred to as the "Assignment"). Licensee having agreed to furnish a Bank Guarantee amounting to Rs. _____ (Rupees _____) to IRCTC for performance of the said Agreement, in accordance with the terms of Letter of Award dated _____ and as a pre-condition to the execution of the Contract ("Agreement").
2. We, (name of bank) of _____ (branch) having our registered office at _____ (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) at the request of the Licensee do hereby guarantee the due and punctual performance & discharge by Licensee of all its obligations under the Agreement and undertake to pay to IRCTC/an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by IRCTC by reason of any breach by the said Licensee of any of the terms or conditions contained in the said Agreement.
3. We, _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from IRCTC stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by IRCTC by reason of breach by the said Licensee of any of the terms or conditions contained in the said Agreement or by reason of the Licensee's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).
4. We undertake to pay to IRCTC any money so demanded notwithstanding any dispute or disputes raised by the Licensee in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Licensee shall have no claim against us for making such payment.

5. We, (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IRCTC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IRCTC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Licensee and accordingly discharges this guarantee. **Unless a demand or claim under this guarantee is made on us in writing on or before six months over and above the scheduled period of the completion of the said Agreement from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.**
6. We, (indicate the name of Bank) further agree with IRCTC that IRCTC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the Licensee from time to time or to postpone for any time or from time to time any of the powers exercisable by IRCTC against the Licensee and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Licensee or for any forbearance, act or omission on the part of IRCTC or any indulgence by IRCTC to the said Licensee or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving he Bank.
7. The Bank also agrees that IRCTC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that the Authority may have in relation to the Licensee's liabilities.
8. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of IRCTC in writing.
9. The details of the Bank issuing the aforesaid Bank Guarantee are provided hereunder:

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

Dated the ____ day of ____ 20*

For _____

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

NOTES:

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