

## इंडियन रेलवे केटरिंग एवं टूरिज्म कॉरपोरेशन लिमिटेड (भारत सरकार का उद्यम-मिनी रत्न)

# INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD. (A Govt. of India Enterprise - Mini Ratna)

"CIN-L74899DL1999GOI101707", E-mail:info@irctc.com, website:www.irctc.com

CO/NIT/FP-FFU/2024/04

E file no. IRCTC/CO/TNDR(SC)/46/2024/PnT/CO (Comp. No. 41160)

Date: 31.12.2024

M/s S. Haseena

No. 35, KVR Nagar Main Road,

Karuvampalayam, Tiruppur-641604.

Contact No- 9787912305, 9943078675

Email id- hasee78675@yahoo.com, shaj78675@yahoo.com.

Sub: - Letter of Award for setting up operation and management of Fast Food Unit at Gudur Railway Station.

Ref: - NIT No. CO/NIT/FP-FFU/2024/04 dated 16.09.2024.

With reference to your Technical & Financial Bids opened on 04.11.2024 and 24.12.2024 and e auction conducted on 30.12.2024 for the above project, it has been decided to award license to set up, operate and manage Fast Food Unit at Gudur Railway Station for a period of (05) Five years from the date of commissioning of the Unit to M/s S. Hascena on the following conditions, in addition to terms & conditions enshrined in tender document. You are required:

- 1) To convey your acceptance to the terms and conditions of license within 07 days from issue of this letter i.e. on or before 07.01.2025 along with Security Deposit as per the format of acceptance letter enclosed herewith as Annexure-A.
  - 2) To remit an amount of Rs.9,33,120/- (Nine Lakh Thirty Three Thousand One Hundred Twenty Only) towards Security Deposit in favour of IRCTC Ltd. payable at IRCTC/SCZ through NEFT/RTGS in IRCTC/SCZ bank account or through unconditional and irrevocable Bank Guarantee (BG) OR Fixed Deposit (FD) (issued by any Nationalized Bank or Scheduled Commercial Bank with validity upto 180 days beyond the completion of the tenure of the contract as per enclosed Annexure-C2 in IRCTC/SCZ within 07 days from issue of this letter i.e. on or before 07.01.2025, bank A/c details are as under:

| Account Name   | Indian Railway Catering & Tourism Corporation Ltd. |
|----------------|--|
| Account Number | 00210350000387                                     |
| Account Type   | Current  |
| Bank Name      | HDFC   |
| Branch         | Lakdikapul, Hyderabad                              |
| IFSC Code      | HDFC0000021  |

3) To pay Annual License fee of Rs.14,73,786/-+ GST @18% Rs.2,65,281/- = Rs.17,39,067/- (Seventeen Lakh Thirty Nine Thousand Sixty Seven only) excluding User Charges to be paid as per enclosed Annexure-C1 of tender document and all other applicable taxes as per tender conditions. Payments to be made through Demand Draft in favor of IRCTC/SCZ or through NEFT/RTGS in IRCTC account. IRCTC SCZ bank A/c details are as under:

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| Account Name   | Indian Railway Catering & Tourism Corporation Ltd. |
|----------------|--|
| Account Number | 00210350000387                                     |
| Account Type   | Current  |
| Bank Name      | HDFC   |
| Branch         | Lakdikapul, Hyderabad                              |
| IFSC Code      | HDFC0000021  |

- 4) To submit preliminary plans, specifications and tentative time schedule for commissioning of above unit for approval of IRCTC with Zonal/Regional office under **South Central Zone** within fifteen (15) days from the date of remittance of security deposit.
- 5) If Railway/IRCTC suggests any changes in the General Arrangement of Drawing (GAD), the revised GAD has to be submitted within fifteen (15) days after advice by Zonal office.
- 6) To take over the site within the time frame specified by IRCTC Zonal / Regional office after issuance of letter of approval of GAD. At the same time M/s S. Haseena is also required to deposit 50% of the License Fee (plus all applicable taxes) agreed upon.
- 7) To execute the agreement within 30 days from the date of commissioning of the unit on non judicial stamp paper of Rs.100/- as per tender conditions with **South Central Zone** office.
- 8) All terms and conditions of the tender document shall form an integral part of this letter of award.
- This letter of award is subject to the final outcome of any litigation, filed before any Court of 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 abovementioned instructions shall be treated as event of default and action shall be initiated as per terms and conditions of the License.

Please acknowledge the receipt of this letter.

This issues with Finance vetting and approval of Competent Authority.

DA: As above

رگار آزار کاری (Jaspal Singh) Manager /Tendering

Copy to: i) GGM/SCZ, IRCTC -to provide confirmation of submission of SD please.

- ii) GGM/SCS/CO for information and necessary action please.
- iii) AGM-IT for kind information and uploading on IRCTC Portal

Annexure-A

## Acceptance Letter (To be given on Company /Firm's Letter head)

Group General Manager/SCZ IRCTC/SCZ

Date:

Sub: - Letter of Award for setting up operation and management of Fast Food Unit at Gudur Railway Station.

Ref: - NIT No. CO/NIT/FP-FFU/2024/04 dated 16.09.2024.

With reference to your letter No. CO/NIT/FP-FFU/2024/04 dated 31.12.2024, I/we hereby accept the terms and conditions of the license and remit security deposit Rs.9,33,120/- (Nine Lakh Thirty Three Thousand One Hundred Twenty Only) in favour of IRCTC Ltd. payable at Hyderabad through a /NEFT/RTGS. IRCTC Account no:- 00210350000387 & IFSC Code No. - HDFC0000021, NEFT/RTGS challan enclosed or through unconditional and irrevocable Bank Guarantee (BG) OR Fixed Deposit (FD) (issued by any Nationalized Bank or Scheduled Commercial Bank with validity upto 180 days beyond the completion of the tenure of the contract.

Payment details:

| SN. | Head of Account  | Amount (In Rs.) |  |
|-----|------------------|-----------------|--|
| 1.  | Security Deposit | Rs.9,33,120/-   |  |

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

M/s.

Name:

Signature:

Date:

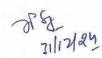
3/12/24

#### **Details of User charges**

| User Charges- FFU- Gudur |  |  |
|--------------------------|--|--|
| Years                    | Amt of User charges (Excl. applicable taxes) |  |
| 1st Year                 | 95,582                                       |  |
| 2nd Year                 | 1,01,316                                     |  |
| 3rd Year                 | 1,07,395                                     |  |
| 4th Year                 | 1,13,839                                     |  |
| 5th Year                 | 1,20,670                                     |  |
| Total                    | 5,38,802                                     |  |

#### 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 5<sup>th</sup> year onwards shall be the User charges applicable for preceding year enhanced @6% annually viz. for 6<sup>th</sup> year, the User charges shall be the User Charges of 5<sup>th</sup> year enhanced @6% similarly, for the 7<sup>th</sup>year, the User charges shall be the User Charges of 6<sup>th</sup> 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 Fast Food Unit

|          | nder NIT No. :<> nk Guarantee No.:  | <b>&gt;</b>  |  | Date:  |
|----------|---|--|--|--|
| Gr<br>IR | oup General Manager/SCZ<br>CTC/SCZ  | Z  |  |  |
| 1.       | In consideration of Indian the "IRCTC", which expressuccessors, administrators a office at unless repugnant to the con and assigns), an assignment "Assignment"). Licensee h (Rupees ) terms of Letter of Award of ("Agreement"). | and assigns) having aw (hereinafter re- text or meaning thereo ent for "Setting up, ( ay Station for a period aving agreed to furnish to IRCTC for performa                                | gnant to the context or marded to M/s_eferred as the "Licensee of, include its successors Operation & Manageme I of 5 (Five) years" (her ha Bank Guarantee amounce of the said Agreeme   | heaning thereof, include its having its having its which expression shall, administrators, executors and of Fast Food Unit at reinafter referred to as the counting to Rs. |
|          | we, (name of bank) shall, unless repugnant to executors and assigns) at performance & discharge by to IRCTC/an amount not oloss or damage caused to obreach by the said Licensee  | the context or meaning the request of the Lice Licensee of all its oblustice and the suffered or would be of any of the terms or content the context of the Licensee of all its oblustice. | nafter referred to as the ng thereof, include its sensee do hereby guaran igations under the Agreer (Rupees caused to or suffered by conditions contained in the   | "Bank" which expression successors, administrators, tee the due and punctual ment and undertake to pay against any IRCTC by reason of any e said Agreement.                |
|          | We, (indicate the nan under this guarantee with amount/claimed is due by IRCTC by reason of breach said Agreement or by reas demand made on the bank under this guarantee. Howe exceeding Rs.                                     | out any demur, mere way of loss or damage by the said Licensee on of the Licensee's shall be conclusive as ver, our liability under  | ely on a demand from<br>e caused to or would be<br>of any of the terms or c<br>failure to perform the sa<br>regards the amount due   | IRCTC stating that the caused to or suffered by onditions contained in the aid Agreement. Any such and payable by the Book   |
|          | We undertake to pay to IR raised by the Licensee in an our liability under this prese bond shall be a valid discharclaim against us for making  | y suit or proceeding pe<br>nt being absolute and u<br>rge of our liability for p   | ending before any court of the payment of the court of th | r Tribunal relating thereto  |
|          | We, (indicate the namin full force and effect du Agreement and that it shall the said Agreement have be that the terms and conditions aid Licensee and accordinguarantee is made on us in   | continue to be enforced<br>en fully paid and its class of the said Agreement<br>gly discharges this gu   | would be taken for the ble till all the dues of IR aims satisfied or dischargent have been fully and parantee. Unless a demander   | CTC under or by virtue of ged or till IRCTC certifies roperly carried out by the   |

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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 o | f_20* |
|-------|-----|-------|-------|
| Datea |     | aay o | 1_20  |

| For |  |  |
|-----|--|--|
| LOR |  |  |
|     |  |  |

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

#### NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) 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.

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