



इंडियन रेलवे कैंटरिंग 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/2024/01

Date: 06.03.2024

E file no. IRCTC/CO/TNDR(SC)/3/2024/PnT/CO

M/s. Devyani International Limited
Plot No. 18, Sector-35, Gurugram,
Haryana-122004
Contact No- 9540359397
Email id-sachin.aggarwal@dil-rjcorp.com

Sub: - Letter of Award for setting up operation and management of Food Plaza at Kolhapur Railway Station.

Ref: - NIT No. CO/NIT/FP-FFU/2024/01 dated 09.01.2024.

With reference to your Technical & Financial Bids opened on 30.01.2024 and **01.03.2024** for the above project, it has been decided to award license to set up, operate and manage **Food Plaza** at **Kolhapur** Railway Station for a period of **(09) Nine** years from the date of commissioning of the Unit to **M/s Devyani International Limited** 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 13.03.2024** along with Security Deposit as per the format of acceptance letter enclosed herewith as Annexure-A.
- 2) To remit an amount of **Rs.27,95,090/- (Twenty Seven Lakh Ninety Five Thousand Ninety Only)** towards **Security Deposit** in favour of IRCTC Ltd. payable at IRCTC/Corporate office, New Delhi through NEFT/RTGS in IRCTC/CO 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/CO bank account within 07 days from issue of this letter i.e. **on or before 13.03.2024**, bank A/c details are as under:

Account Name	Indian Railway Catering & Tourism Corporation Ltd.
Account Number	000705002169
Account Type	Current
Bank Name	ICICI Bank
Branch	Connaught Place Delhi
IFSC Code	ICIC0000007

- 3) To pay **Annual License fee of Rs.19,09,950/-+ GST @18% Rs.3,43,791/- = Rs.22,53,741/- (Twenty Two Lakh Fifty Three Thousand Seven Hundred Forty One 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/WZ payable at Mumbai** or through NEFT/RTGS in IRCTC account. IRCTC WZ bank A/c details are as under:

[Signature]
06/03/24

Account Name	Indian Railway Catering & Tourism Corporation Ltd.
Account Number	50200021704368
Account Type	Current
Bank Name	HDFC BANK
Branch	Dombivali (E), Thane
IFSC Code	HDFC0000175

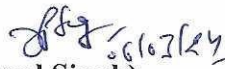
- 4) To submit preliminary plans, specifications and tentative time schedule for commissioning of above unit for approval of IRCTC with Zonal/Regional office under **West Zone** within fifteen (15) days from the date of remittance of security deposit.
- 5) If Railway/IRCTC suggests any changes in the 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 Devyani International Limited** 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 **West Zone** office.
- 8) All terms and conditions of the tender document shall form an integral part of this letter of award.
- 9) 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


(Jaspal Singh)
Manager /Tendering

Copy to: i. GGM/WZ, IRCTC – for information and necessary action please.
ii. GGM/SCS/CO - for information and necessary action please.
iii. .AGM-IT - for kind information and uploading on IRCTC Portal.

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

Group General Manager /SCS
Indian Railway Catering and Tourism Corporation Ltd.
11th Floor, Statesman House
Barakhamba Road, Connaught Place
New Delhi-110001

Date:

Sub: - Letter of Award for setting up operation and management of Food Plaza at Kolhapur Railway Station.

Ref: - NIT No. CO/NIT/FP-FFU/2024/01 dated 09.01.2024.

With reference to your letter No. **CO/NIT/FC/2024/FP-FFU/01 Dated 06.03.2024**, I/we hereby accept the terms and conditions of the license and remit security deposit of **Rs.27,95,090 /- (Twenty Seven Lakh Ninety Five Thousand Ninety Only)** in favour of IRCTC Ltd. payable at New Delhi through a /NEFT/RTGS. IRCTC Account no:-000705002169 & IFSC Code No. - ICIC0000007, 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. 27,95,090/-

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:

28/03/24
06/03/24

Details of User charges

User Charges- Food Plaza- Kolhapur	
Years	Amt of User charges (Excl. applicable taxes)
1st Year	5,65,437
2nd Year	5,99,364
3rd Year	6,35,325
4th Year	6,73,445
5th Year	7,13,852
6th Year	7,56,683
7th Year	8,02,084
8th Year	8,50,209
9th Year	9,01,221
Total	64,97,619

Note:

1. The user charges for Food Plaza 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.

28/5/24
06/02/24

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/Static Catering Services
 Indian Railway Catering & Tourism Corporation Limited (IRCTC)
 Corporate Office, 11th Floor, Statesman House, B-148, Barakhamba Road,
 New Delhi – 110 001

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

[Signature]
 6/6/24

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:

- (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.

Handwritten signature and date:
06.10.24
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