

**EAST COAST RAILWAY**

Notification No.

WCF/1/Catg.Stall /Notification/SMU /VSKP/16

Date: 24.06.2016

Applications are invited from reserved category of Other Backward Classes (OBC) for 'provision of Catering services at the following Special Minor Unit (SMU) at Visakhapatnam station'.

Sl. No	Station	Stall/PF/C category	License Fees (For five years )	Security Deposit	Earnest Money
1	2	3	4	5	6
1	Visakhapatnam	One Catering stall (SMU) on PF-2/3 for OBC	36,22,130/-	3,62,213/-	72,443/-

1) Eligibility criteria for selection of candidates .

a)

Sl. No.	Criteria	Weightage (Marks)
1	Reputation / business standing of the applicant. Up to one year -01 Above one year & up to two years -02 Above two years & up to three years -03 Above three years & up to four years -04 Above four years & up to five years -05	5
2	Turnover of applicant's business in catering (to be supported by Income Tax Return for the last 5 years). Up to one year -02 Above one year & up to two years -04 Above two years & up to three years -06 Above three years & up to four years -08 Above four years & up to five years -10	10
3	Financial standing to mobilize resources to employ the requisite staff and to run the unit (to be supported by certificate for last 5 years from schedule Bank/Audited Accounts Certified by Chartered Accountant) Up to one year -02 Above one year & up to two years -04 Above two years & up to three years -06 Above three years & up to four years -08 Above four years & up to five years -10	10
4	Previous experience in catering business (to be supported by certificate / letter of experience / allotment from concerned agencies for the last 5 years). Up to one year -01 Above one year & up to two years -02 Above two years & up to three years -03 Above three years & up to four years -04 Above four years & up to five years -05	5
5	Previous track record / experience of the applicant in railway catering, if any (supported by certificate / letter from concerned railway). Up to one year -02 Above one year & up to two years -04 Above two years & up to three years -06 Above three years & up to four years -08 Above four years & up to five years -10	10
6	Size of the establishment and staff required for running the unit duly giving details of break - up of each activity i.e. number of waiters / cooks to be employed.	5
7	Location of the unit.	5

8	Domicile of the applicant with reference to the location of the proposed unit (supported with a certificate from the District Authorities). Within the municipal area of the station 10 Within the District area of the station 08 Within the State area of the station 06 Outside State area Nil	10
9	In case of partnership firms, a certified copy of legal partnership deed should be submitted.	-
10	In case of individuals / partnership firms, the individual / partners should be literate (supported by relevant school / Education Board certificate). Up to 10 <sup>th</sup> class -05 12 <sup>th</sup> class but below Graduation -10 Graduation and above -15	15
11	In case of individuals / partnership firms, the individual / partners should have good moral character (should be supported by a certificate issued by local government revenue authority). Eg. Tahsildar/MRO	5
12	Individuals / partners of partnership firms and employees of individual / partnership firms / Companies should submit the medical certificate on allotment to certify that those handling preparation and service of food are not suffering from infectious diseases.	5
13	An affidavit by the applicant stating that he/she has not been convicted in any criminal case and does not have any past criminal record in case of co-operative / partnership firm, there should be an affidavit from the head / lead partner that all the members have not been convicted in any criminal case and do not have any past criminal record.	5
14	An affidavit from the applicant / applicants should be submitted stating that they or their firm / co-operative has not been blacklisted by a central / state government agency from participating in a similar activity.	5
15	An affidavit from the applicant indicating all information submitted above is authentic and correct. False certificates / information would result in termination of contract and banning of business dealing with the applicant.	5
16	Any other facts considered relevant by Railways.	-
17	Total marks	100

**b. The applicants should not be less than 18 years of age on the date of opening of the tender.**

**c.** The applicants belonging to reserved category of Other Backward Classes (OBC) should submit the attested copy of the certificate issued by MRO or Tahasildar .

**d.** Any other factor to be considered relevant by the railways.

**2 The Railways will allot only site for installation of a standardized stall ,the specification of which will be provided by the Railways and the licensee will have to pay the annual license fee and estimated electrical charges in advance** . The licensee (s) will also pay water supply charges on the prevailing rates for the water consumed in the stalls .

3 The successful applicant shall furnish a security deposit equivalent to 10% of license fees for the entire period .

4. EMD should be remitted in favour of FA & CAO/East Coast Railway/ (Chandrasekharpur) Bhubaneswar payable at Visakhapatnam in the shape of DD/Bankers Cheque or in cash deposited with the Divisional Cashier , E. Co. Railway, Visakhapatnam and the money receipt may be enclosed. The allocation in the MR should be 000845 -04.

5. **Application** in the prescribed format should be addressed to the Sr. Divisional Commercial Manager/East Coast Railway/ Visakhapatnam with superscription - "Application for Catering Stall on PF -2/3 at VSKP Station under Category - Other Backward Classes"
6. Application forms can be obtained from the Office of the Senior Divisional Commercial Manager, East Coast Railway Visakhapatnam on any working day . Last date for obtaining the application form is **04.08.2016** at **16-00 hrs.** Application forms will also be available in the website at **[www.eastcoastrail.indianrailways.gov.in](http://www.eastcoastrail.indianrailways.gov.in)** and can be downloaded and used for applying for the above stalls. Railway administration shall not be responsible for any delay/difficulties/inaccessibility of the down loading facility for any reason what so ever.
7. Application in sealed cover indicating the station for which the applicant is preferring for managing catering stall, in bold letter along with his complete address should be dropped in box kept in the office of the Sr. Divl. Comml. Manager, E.Co.Rly, Visakhapatnam before **15.00 hrs** of date **05.08.2016** and the date of opening of the box is at **15.30 hrs** of **05.08.2016**. Applications received after schedule time of closing hours will not be accepted under any circumstance.
8. The above conditions are not exhaustive. Detailed terms and conditions are mentioned in the annexures to the application forms.
9. **The Railway Administration reserves the right to cancel the selection process With out assigning any reason.**

**Sr. Divisional Commercial Manager/Walt air**

**APPLICATION FORM FOR CATERING STALL**

No: WCF/1/Catg.Stall/Notifiation /SMU/VSKP /16

Dated: \_\_\_\_\_

To,  
The President of India ,  
Acting through the Sr. Divisional Comm. Manager  
East Coast Railway. Waltair Division,  
Visakhapatnam, 530004.  
Andhra Pradesh.

Dear Sir,

Sub: -Application for managing Catering Stall (SMU) on PF -1 at VSKP Station.

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I/we \_\_\_\_\_ hereby apply to under take  
managing of Catering Stall (SMU/Reserved for OBC Category) on PF -2/3 at Visakhapatnam  
station at the place allotted by Railway authorities and also undertake to provide the most  
satisfactory and complaint free service to the Public.

Sl. No.		
1.	<b>Name of the applicant/or party</b> (Any kind of identification such as Voter's ID Card. Ration Card, Driving License. Passport or any other kind of document which proves the applicant's identity).	
2	<b>Age (Applicant should be an Indian not below the age of 18 years on the date of opening of tender. Age proof should be submitted )</b>	
3	<b>Category (Social status)</b>	
	(i) Other Backward Classes (documentary proof should be enclosed)	
4	<b>Residence:</b> (Proof of residential address such as House Tax, Electricity Bill, Telephone Bill, Voter's ID Card, Driving License, Passport or any other kind of document which provides proof of the applicant's residence).	
5	<b>Educational qualification (proof to be enclosed )</b>	
6	<b>Experience:</b> Any documentary evidence to prove number of years of experience in this kind of business	
7	<b>Location of the Unit:</b> (Documentary proof of office address, if any,)	
8	<b>Financial standing of the applicant.</b> (Solvency Certificate issued by any Nationalized Bank / Competent Revenue )	
9	<b>Earnest Money:</b> <b>(Remittance Particulars)</b>	
10	<b>Any other information.</b>	

Contd... 2

## Eligibility criteria for selection of candidates .

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5	Previous track record / experience of the applicant in railway catering, if any (supported by certificate / letter from concerned railway). Up to one year -02 Above one year & up to two years -04 Above two years & up to three years -06 Above three years & up to four years -08 Above four years & up to five years -10	10
6	Size of the establishment and staff required for running the unit duly giving details of break - up of each activity i.e. number of waiters / cooks to be employed.	5
7	Location of the unit.	5
8	Domicile of the applicant with reference to the location of the proposed unit (supported with a certificate from the District Authorities). Within the municipal area of the station 10 Within the District area of the station 08 Within the State area of the station 06 Outside State area Nil	10
9	In case of partnership firms, a certified copy of legal partnership deed should be submitted.	-
10	In case of individuals / partnership firms, the individual / partners should be literate (supported by relevant school / Education Board certificate). Up to 10 <sup>th</sup> class -05 12 <sup>th</sup> class but below Graduation -10 Graduation and above -15	15
11	In case of individuals / partnership firms, the individual / partners should have good moral character (should be supported by a certificate issued by local government revenue authority). Eg. Tahsildar/MRO	5
12	Individuals / partners of partnership firms and employees of individual / partnership firms / Companies should submit the medical certificate on allotment to certify that those handling preparation and service of food are not suffering from infectious diseases.	5

13	An affidavit by the applicant stating that he/she has not been convicted in any criminal case and does not have any past criminal record in case of co-operative / partnership firm, there should be an affidavit from the head / lead partner that all the members have not been convicted in any criminal case and do not have any past criminal record.	5
14	An affidavit from the applicant / applicants should be submitted stating that they or their firm / co-operative has not been blacklisted by a central / state government agency from participating in a similar activity.	5
15	An affidavit from the applicant indicating all information submitted above is authentic and correct. False certificates / information would result in termination of contract and banning of business dealing with the applicant.	5
16	Any other facts considered relevant by Railways.	-
17	Total marks	100

In the event of acceptance of this application, I/We are to observe and be bound by the terms and conditions embodied in the draft agreement enclosed to this form which is subject to such modifications as deemed necessary by the Divisional Railway Manager (Commercial), Waltair for and on behalf of the President of India and agreed by me/us and I/We will be prepared to enter into an agreement without modification to those set out in the draft agreement with the President of India acting through the Divisional Railway Manager (Commercial), Waltair.

I / We agree to abide by the conditions and stipulations explicitly or implicitly laid down in the instructions to the applicants attached to the form.

The instructions received together with the annexures from the Railway Administration, E. Co. Railway, Waltair are returned herewith duly accepted and signed by me/us on each page of the annexures.

I / We agree that this application shall not be restricted or withdrawn and shall remain open for acceptance for 90 days from the date of opening of the box. I/We shall be bound by a communication of acceptance.

An amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) only paid towards earnest Money Deposited by me/ us as specified in the notification under receipt / DD. No: \_\_\_\_\_ dated \_\_\_\_\_ in favour of the FA & CAO, E. Co. Railway/ Bhubaneswar. Payable at Visakhapatnam is attached herewith this sealed application in original.

**I have gone through the Terms and conditions of the notification and understood the details. I enclose the required documents as follows:**

**Check List of enclosures:**

- |  |            |
|--|------------|
| 1. Age Proof                                   | (Yes / No) |
| 2. Educational Proof                           | (Yes / No) |
| 3. Category (social proof)                     | (Yes / No) |
| 4. Residence Proof                             | (Yes / No) |
| 5. Previous Track Record (Certificates if any) | (Yes / No) |
| 6. Location of the Unit                        | (Yes / No) |
| 7. Financial standing of the applicant.        | (Yes / No) |
| 8. Earnest Money Paid                          | (Yes / No) |

**Enclosures :-**

- i) Instructions and Terms & conditions.
- ii) Application.

Yours faithfully,

Witness with address:

1.

**Signature of the Applicant :  
Name and Address:**

2.

**ANNEXURE -‘A’**

To,  
The Divisional Railway Manager (Commercial)  
East Coast Railway,  
VISAKHAPANAM

Sub: - Operation and maintenance of catering stall (SMU/\_\_\_\_) on PF - \_\_\_\_  
at \_\_\_\_\_

\*\*\*\* \*

1. I/We accept the terms and conditions mentioned in the application  
Have been clearly understood by us.
2. I/We have duly signed on each page of the form, instructions and  
Terms & conditions.
3. I/We understand that DRM (Comml) E.Co.Railway reserve that right to reject,  
accept or consider any application without assigning any reason whatsoever,

**Signature of the applicant .**

**Date:**  
**Place:**

**Name:**  
**Address:**

**EAST COAST RAILWAY**

**INSTRUCTION TO THE APPLICANT**

1. Applications should be addressed to the President of India and submitted on the prescribed forms in sealed covers duly superscribed, **"Application for Catering Stall (SMU/Reserved for OBC category ) on PF- 2/3 at Visakhapatnam Railway Station.**
2. The sealed covers to be dropped in the application box kept in the office room of the Senior Divisional Commercial Manager, East Coast Railway, Waltair Division, and Visakhapatnam. No application will be accepted after the specified time and date mentioned in the notification.
3. Signature of the applicants in the vernacular language shall duly be attested in English or Hindi by two responsible persons, who shall furnish their names and address and business or occupation if any, in token of the responsible status.
4. Copies of certificates and other documentary proof in support of the particulars relating to residential Proof , Caste Proof, Financial status , Turnover, Character Certificate and Educational Qualifications etc must be attached with the application.
- 5 The application dropped in the tender box will be opened at the scheduled time and date as mentioned in the notification.
- 6 The contents of the applicants as per the eligibility criteria will be scrutinized by the nominated Selection Committee and applicants will be short listed.
7. The selected applicants will be awarded the stalls after the approval of Divisional Railway Manager.
- 8 The selected applicants shall comply with the terms and conditions as mentioned in Annexure – "C" and execute an agreement with the President of India acting through the Sr. Divisional Comml. Manager, East Coast Railway, Visakhapatnam , Waltair Division Pin Code : 530004. A.P. within 03 (three) days in advance to the completing construction and commencement of business within 90 days from the date of issuance of letter of acceptance. Of the contract terms & conditions of the contract as well as the provisions contained in the application paper shall be the part of the contract and in the event of any discrepancy arising between the provisions of the agreement and those embodied in the application papers, the former shall prevail.

**Signature of Applicant .**

**Witness:**

1. Signature:

Name:

Address:/Occupation:

**Full Name :**

**Address:**

:



ANNEXURE— 'C'

TERMS AND CONDITIONS FOR THE CATERING STALLS CONTRACTS AT  
RAILWAY STATION .

1. The license will be normally valid for a **period of five (5) years.**
- 1[a] The licensee/.licensees shall, during the continuance of this license pay to the Railway Administration for the use of said premises under the condition of this licensee shall pay the annual license so fixed on half -yearly basis within fifteen days from the date of commencement of each period of six months. The date of commencement shall be the date the stall is commissioned.

The above license fee is purely provisional. Final license fee shall be fixed on the basis of sales assessment conducted after six months from the date of commissioning of stall for upward revision only which will be communicated in writing to the licensee (s) to pay any dues arising out of difference in license fee within one month. **The licensee(s) has/have to pay regular license fee annually. The first twelve monthly license fee immediately after communicating letter of acceptance has to be paid on or before the specific date mentioned in letter of acceptance before commencement of the license.** There after the licensee(s) shall pay the license fee prescribed yearly in advance. The license/Security deposit can be remitted in concerned ticket booking office or through Demand Draft drawn in favour of FA&CAO/BBS payable at Visakhapatnam

- [b] In case , the licensee / licensees delay (s) the payment of amount shown in clause 1 (a) above the Railway Administration shall be at liberty to recover interest @ 18 % per annum on the annual license fee for the period for which the payment has been delayed beyond the permissible period of 15 days.
2. The licensee(s) shall further deposit a sum of ₹ 10,000/- or 10% of the total License fee for the entire duration of the License whichever ever is more as security in the form of cash/DD/FDR only drawn infavour of FA&CAO /E.Co. Rly./Bhubaneswar payable at Visakhapatnam (Govt. securities/ Cash Bonds at Promissory notes/Cash certificate will not be accepted ) for the due and faithful performance of the license by the licensee(s), and on this deposit if in cash no interest will be allowed and unless the licensee(s) deposit(s) the said security money he / they shall not be allowed to commence operation of the license . The Railway administration shall be at liberty at any time or from time to time to appropriate apply and use the security deposit aforesaid or any part thereof in or towards payment or satisfaction of all or any sum or sums which shall become due or owing by the licensee(s) to the Railway Administration under this or any other remedy which the Railway administration may be entitled to take or enforce for the recovery of any such sum or sums. In the event of the security deposit or any portion thereof being forfeited /appropriated / applied or use by the Railway Administration under the provisions of this agreement, the licensee(s) will on demand provide further security in the place of the security forfeited appropriated or used as aforesaid so as to make up the security deposit to the account required as aforesaid.
3. SUCCESSFUL APPLICANT SHALL HAVE TO PAY ALL DUES SUCH AS SECURITY DEPOIT, AND ADVANCE 12 MONTHLY LICENSE FEE WITHIN 15 DAYS FROM THE DATE OF ISSUANCE OF LETTER OF ACCEPTATION. THE LICENSEE HAS TO CONSTRUCT THE

STALL AS PER MEASUREMENTS APPROVED BY RAILWAY ADMINISTRATION AT HIS OWN COST. THE RAILWAY WILL NOT REIMBURSE THE COST OF THE CONSTRUCTION. IN CASE THE STALL IS ALLOTTED WITHIN THE EXISTING CONSTRUCTED AREA OF RAILWAY ADMINISTRATION, THE LICENSEE SHALL RENOVATE AND FURNISH THE STALL AT HIS OWN COST. WITHOUT DISTURBING THE MAIN STRUCTURE UNDER THE PRIOR APPROVAL OF THE COMPETENT AUTHORITY OF RAILWAY ADMINISTRATION. A SKETCH SHOWING DEMARCATED AREA FOR CATERING STALL SHALL BE ANNEXED AS PART OF AGREEMENT AT THE TIME OF ENTERING INTO AGREEMENT. THE LICENSEE HAS TO MANAGE HIS BUSINESS WITHIN SPECIFIED ALLOTTED AREA ONLY, NO MODIFICATION/EXTENSION/RENOVATION/ STRUCTURAL CHANGE WILL BE PERMITTED WITHOUT PRIOR PERMISSION IN WRITING FROM THE COMPETENT AUTHORITY.

- 4 The licensee(s) shall be responsible for the complaints under the provisions of the Food Safety & Standards Act, 2006. Railway doctors and sanitary inspectors who have been appointed as officials under the Food Safety and Standards Act, 2006. Shall have all the powers of Food Inspectors conferred by the said act. The licensee (s) shall also treat them as food inspectors who will be appointed the said act. In case the licensee (s) are convicted under the provisions of the said act by a court of law, the licensee shall be liable to be terminated after 48 Hrs. The licensee(s) should always in possession of FOOD LICENSE issued by designated official from CMS / Rly. Divl. Hospitals.
- 5 The staff when ever employed by the licensee (s) in the sale of the articles specified in this license shall be cleanly dressed in uniform and wear the badges to be supplied by the licensee at her/his/their cost, giving the name of the vendor, Name of his employee and other details.
- 6 The Licensee(s) or a duly authorized and competent Manager appointed and paid by the Licensee(s) shall remain present in person to manage and supervise the business to be carried on under the provisions of this agreement and to see that the obligations of the Licensee(s) under this Agreement are duly performed and observed.
7. The Licensee(s) shall personally supervise the business to be carried on under the provisions of this agreement and shall see that all the obligations of Licensee(s) under this agreement are duly performed and observed. The Licensee(s) shall personally sign and make all the correspondence relating to the performance of this agreement and shall comply with all the directions and instructions issued by the Railway Administration in this connection. The Licensee may however, have for his assistance, a duly authorized and competent Manager for business to be carried on under the provisions of this agreement.
8. The Licensee(s) shall for the purpose of fulfilling his / their obligation under the agreement provides servants who should be of good character, fit well behaved and skill-full in their business and approved by the Railway Administration. The Licensee(s) or their servants shall wear such uniform and Badges as may be approved by the Railway Administration. The uniforms and badges will be provided by the Licensee(s) at his / their cost. The Licensee(s) shall discharge from his / their services an employee who shall in the opinion of the Railway Administration misconduct himself or by in any way unfit or unsuitable for the purpose of the business to be carried on in the said premises. The licensee(s) shall also provide Identity Cards approved by Railway Administration under licensee's signature.

- 9 The licensee should comply with the menu and tariff conditions stipulated in Annexure -I.
- 10 The licensee/licensees shall not sublet the vending any or all of the commodities to any other person in any form or shape or for any consideration. The Administration shall have the right to cancel his./her/their contract it is found that he/she/their have sublet it.
- 11 That the licensee/licensees shall get himself and the labour employed by the licensee them selves Medically examined by the Railway Divisional Medical Officer immediately after getting the license and re -examination after every period of six months. (No fee shall be charges for such examination) On passing the medical examination only the licensee/the labour employed shall be allowed to continue in the job. That all his/her/their employees will be in possession of Identity cards as approved by the Administration .
- 12 The licensee/licensees shall be liable to pay a the sole discretion of the Administration fine or any action in contravention of any of the clauses of this agreement and for each substantiated complaint in regard to bad or stale articles of food, short weight, breach of tariff rates, or absence of salesmen, misbehavior with the customers. That a notice board shall be displayed prominently by the licensee/licensees at a conspicuous position within the premises that any complaint regarding bad quality of the food/items of food being sold may be entered in the complaint book.
- 13 The Administration shall have the right to terminate after giving due notice of 7 days whenever the Licensee acts in contravention of any of provisions contained in the terms & conditions under the agreement
- 14 The LICENSEE will not be entitled to the grant of any free passes by the Administration in connection with the running of Contract.
- 15 The licensee/licensees further agree that it would be lawful for this Contract to be terminated by either party giving (6) six calendar month's notice in writing to the other without assigning any reason on the expiry of which the licensee/licensees shall peacefully vacate the premises allotted to him/ them for the purpose of this contract and shall remove all his/her/their properties from the said premises and shall repair all damages within the period of the said notice. In default the Administration shall be entitled to enter possession of the said premises and take up the same or remove the furniture or other articles that may be lying there and to dispose of the same by sale or otherwise without being liable for any damage and all expenses incurred in connection thereof shall be deducted by the Administration from the sale proceeds or from the amount of security money herein after mentioned.
- 16 That the license/licensees or his ./her/their employees shall not, while rendering service in the course of vending business, make any discrimination on the ground of religion, race, caste or on the ground of untouchability or on the ground that the person is a Harijan and shall not do any act or omission which is punishable under the untouchability Offences Act 1955 ands shall at all times be responsible for any offence committed under the said Act and in case any such discrimination is made, the Railway Administration shall have right to cancel the license summarily without giving any notice to this effect.
- 17 The licensee/licensees further agree that conditions incorporated in this agreement subject to alterations considered necessary by the Administration during the currency of the Contract.

18. THE SUCCESSFUL APPLICANT WILL FURNISH THE MONEY RECEIPTS IN TOKEN OF CONFIRMATION OF PAYMENT OF AMOUNT (SECURITY DEPOSIT & ADVANCE LICENSE FEE FOR TWELVE MONTHS) IN ADVANCE TO THE COMMENCEMENT OF THE WORK. TO ILLUSTRATE AS AN EXAMPLE, IF THE DATE OF ISSUANCE OF ACCEPTANCE LETTER IS **1<sup>ST</sup> DAY** OF A MONTH, THE LICENSEE SHOULD SUBMIT THE MONEY RECEIPT BY 16<sup>TH</sup> DAY OF THE MONTH, EXECUTING THE FORMAL AGREEMENT 03 DAS INADVANCE TO COMPLETING THE CONSTRUCTION AND COMMENCEMENT OF BUSINESS WITHIN **90 DAYS** FROM THE DATE OF LETTER OF ACCEPTANCE, INCASE OF FAILURE OF CONSTRUCTING AND COMMISSIONING THE STALL WITHIN 90 DAYS FROM THE DATE OF ISSUANCE OF LETTER OF ACCEPTANCE, THE ADMINISTRATION RESERVES THE RIGHT TO TERMINATE THE LICENSE FORFEITING ALL DEPOSITS WITHOUT ENTERTAINING FURTHER CORRESPONDENCE ON THE MATTER, **AN UNDERTAKING SHOULD BE GIVEN BY THE APPLICANT IN THIS REGARD AT THE TIME OF TENDERING THE APPLICATION.**
17. Apart from license fee the licensee(s) shall be liable for payment of electrical charges/water supply charges as per tariff fixed by Railway Administration from time to time. The licensee(s) has/have to pay electrical charges in advance as fixed by Railway Administration.

**ACCEPTED**

**Signature of Applicant**

**Witness to Signature:**

1. Signature:  
Name & Address :

**Name:**  
**Address:**

2. Signature:

Name & Address:

**ANNEXURE - I****MENU & TARIFF FOR STANDARD MEALS. BREAKFAST TEA/COFFEE ETC.**

<b><u>SN</u></b>	<b><u>ITEM</u></b>	<b><u>TARIFF</u> (In Rs.)</b>
1	Standard tea (150 ml) in disposable cup (Kulhar) of 170 ml	5.00
2	Tea with tea bag (150 ml) in disposable cup (Kulhar) of 170 ml	7.00
3	Coffee using instant coffee powder (150 ml) in disposable cup (Kulhar) of 170 ml	7.00
4	Packaged Drinking water 1 litre bottle (chilled)	15.00
5	Janta Meal (in Hamper Box)	15.00
6	PDA items like chips, biscuits, cakes, chocolates etc.	MRP
7	Cold drinks, Fruit drinks in tetra pack	MRP

**DETAILS OF MENU**

<b><u>SN</u></b>	<b><u>Item</u></b>	<b><u>Details of Menu</u></b>
1.	Standard tea (150 ml)	Paper Cups used should be of 170 ml capacity
2.	Tea with tea bag (150 ml)	Paper Cups used should be of 170 ml capacity
3.	Coffee with instant coffee powder (150 ml)	Paper Cups used should be of 170 ml capacity
4.	Janta Meal (in quality disposable card board boxes)	
	Poories - 7 nos	
	Allu dry curry	175 gms
	Pickle sachet	150 gms
	Green Chilli	15 gms
		1 no.

### Items for Catering & Vending

Sl. No.	Item
1	Hot Beverages - Tea, Coffee, Soup thru' AVM machine (s) only.
2	Cold Beverages- Approved brands of soft drinks, Tetra Pack Fruit Juices, Health Drinks.
3	Indian Sweets
4	Packaged Drinking Water ( <b>RAIL NEER</b> ) / Brands conforming to IS:14543 of 2004 prescribed by Railway from time to time.
5	Confectionery Items- Cake, Pastry, Patties, Chocolates etc.
6	Bakery Items- Bread, Bun, Sandwich (Veg.) etc.
7	Proprietary Articles Depot (PAD) items - Biscuits, Chips, Namkeen, Bhujia etc.
8	North Indian Snacks (Veg.)
9	South Indian Snacks
10	Boiled Egg
11	Litti Chokha

**Note: A-la-carte Items to be sold at rates & weights as approved by Railway from time to time .**

## **SPECIAL CONDITIONS OF CONTRACT**

### **(Hygiene and Quality Parameters for Handling Raw Materials, Food, Packaging)**

#### **HYGIENE AND QUALITY PARAMETERS FOR KITCHEN, FOOD HANDLING, CLEANLINESS, PACKAGING**

The manual on quality for food and personal hygiene will define good hygiene practices to be followed in base kitchens, refreshment rooms, food plazas, food handling, in Mobile s, and catering services at stations. All personnel should be aware of their food and personal hygiene responsibilities, and must have adequate training to maintain the highest standards of food and personal hygiene. Hazard Analysis Critical Control Point, HACCP, is a food handling and operation approach which promotes food safety by identifying food hazards and applying and monitoring necessary control measures at points critical to safety. The HACCP approach is being actively encouraged for ensuring food hygiene. It is necessary to maintain high level of cleanliness within the food premises (where food is stored, prepared and processed) and to ensure that prepared and raw food is kept separate. The Licensee is expected to follow the above mentioned approaches.

In particular, Licensee has to ensure full care for the following:

1. Purchase of Raw Material from reputed suppliers
2. Storage of raw materials in store rooms free from any contamination and at appropriate temperatures
3. Identification and Segregation of "perishable" raw materials and labeling them with expiry date/time.
4. Temperature should be checked at the time of procurement especially for milk & milk Product : <5°C and for Non Vegetarian <10°C
5. Observe presence of dust and foreign material like stones, hairs, nuts, bolts, wires, staples, feathers, rat droppings, papers, cigarette ends, earrings, fingernails, buttons, pen tops etc. and discarded such batches / lots.
6. Food should be placed 18 inches above the ground, in an area free from contamination.
7. The entire facility, including the floors, walls, ceilings, windows, screens, doors etc. must be cleaned at regular intervals to prevent any accumulation of rubbish.
8. All food contact surfaces should be cleaned and sanitized after every use.
9. The production area must be thoroughly cleaned at least twice in every 24 hours. The recommended cleaning procedure is a wet wash with detergent
10. Drains should not get clogged which leads to foul smelling organic matter.
11. Remove all waste material deposited on the grates and shelves. This will keep drains from clogging and emitting foul smell.
12. No smoking or pan or tobacco chewing should be allowed in the premises.
13. No cobwebs or dust should gather on walls, windows, doors and skylights.
14. Maintain weekly schedule for thorough cleaning. Nominate a day for the purpose and display it prominently.
15. Leftover food items should be condemned
16. Scales will be thoroughly cleaned between the weighing of different goods, especially raw products. Separate scales will be provided for raw meat and high risk foods, each clearly marked for intended use.
17. Containers used for the receipt, storage or distribution of goods will be kept scrupulously clean and dry.
18. Steps will be taken to ensure that cross -contamination does not occur during delivery, stock rotation and storage.
19. Correctly place and use refrigerators
20. Proper packing of food with packaging grade material.
21. Only potable water should be used for drinking, food preparation, drink dispensers and ice making. Where necessary water will be filtered and treated on -site to ensure all water for these uses is potable. UV water purifier should be provided for supply of potable water.
22. Food preparation equipment, food etc will not be stored under sinks.
23. Sinks will be cleaned thoroughly after every use.
24. Adequate hand washing facilities should be provided in readily accessible positions throughout food handling areas.
25. Food preparation equipment and utensils should be cleaned immediately after use.

26. Cooking equipment and storage racks should be located so as to enable areas below and around to be easily cleaned.
27. Equipment used for raw meat or vegetable preparation should not be used for cooked or other high risk food preparation.
28. Supply of first aid equipment should be available for use.
29. Emergency numbers should be displayed prominently.
30. All staff handling food will wear suitable clean protective clothing / uniform
31. Protective headgear will be worn to ensure hair and dandruff do not contaminate food or surfaces.
32. Annual medical examination of all staff has to be ensured and a fitness certificate issued.
33. Skin lesions, boils, rashes cuts and discharge from any site are hazardous and can contaminate food with food poisoning bacteria. Such staff members should be excused from food handling till cured.
34. Scrupulous personal cleanliness is essential to clean food handling and the highest standard must be achieved and maintained at all times by those responsible for food storage, preparation, cooking and service.
35. Food should be touched by hand only when there is no alternative -and hand cleanliness is the basic rule of hygiene.
36. Nails must be kept short and scrupulously clean and not bitten. Nail varnish is not permitted.
37. Skin cleanliness is essential. Therefore a daily bath or shower is recommended.
38. Feet should be covered with suitable footwear.
39. Food or drink should not be consumed whilst working in food handling areas.
40. Smoking at SMU is not permitted.
41. All staff must receive appropriate food and personal hygiene training to ensure that they are able to comply with the hygiene requirements. Initial training should be given on induction and refresher training undertaken on annual basis.
42. Pest control measures have to be adopted with schedule of pest control to be displayed. Regular AMC schedule should be followed.
43. Adequate space with separate provision for storage of raw material, cleaning and dressing, preparation of food, packaging and delivery.
44. Use adequate number of bins for garbage collection. Segregation of waste should be done as bio-degradable and bio non -degradable.
45. Place bio -degradable bags in garbage bins for easy disposal and proper handling. These should be cleaned outside the production area. Avoid use of metallic dustbins, which become rusted over a period of time
46. All garbage bins must be labelled and cleaned and sanitized regularly. Garbage must be disposed off suitably at the designated location outside the station/maintenance area.
47. Regular in -house audit must be undertaken by a trained staff once -every week, and items recorded.
48. External audit will be undertaken periodically by an independent agency/Railway, and items recorded for compliance.
49. There should be no cooking on platforms at suburban stations and for other stations there should be attempts to progressively reduce cooking on stalls and trolleys on the platforms, except for items which could be prepared through electrically operated equipments only. Railway will decide the time frame for achieving cooking free stalls depending on local conditions.



# **MASTER LICENSE AGREEMENT**

**between**

**Senior Divisional Commercial Manager**

**EAST COAST RAILWAY**

**VISAKHAPATNAM**

**and**

**THE LICENSEE**

**Date:[?]**

## **MASTER LICENSE AGREEMENT**

**This Master License Agreement**(the "**Agreement**"), is executed at [•] on this [•] day of [•] 20[•],

### **BETWEEN**

**The President of India**, acting through the Senior Divisional Commercial Manager East Coast Railway, Visakhapatnam (hereinafter referred to as "**Railway**") which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors, permitted assigns) as party of the First Part;

### **AND**

[•], a company incorporated under the laws of [•] and having its registered office at [•] (hereinafter referred to as "**Licensee**") which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its such defined affiliates as set forth herein this Agreement, successors, permitted assigns and affiliates of Licensee) as party of the Other Part;

"Railway" and "Licensee" shall hereinafter be collectively referred to as 'Parties'.

### **WHERE AS:**

- A. Railway has mandated under the Catering Policy 2010 ( "**Policy**") to improve, inter-alia, the quality of catering services for providing food and beverage services to passengers.
- B. The Licensee, inter -alia, is currently engaged in the business of catering services.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERSTANDINGS HEREIN SHARED BETWEEN THE PARTIES, THE PARTIES, HEREBY AGREE AS FOLLOWS:**

### **ARTICLE 1 SCOPE OF THE ARRANGEMENT**

- 1.1** *The parties agree that the scope of services shall be principally to operate, manage and supply catering services on the SMU from the commencement date of operations which is agreed by the parties to be [•] (Commencement Date).*
- 1.2** *This Agreement confirms and establishes that the scope of the arrangement between the parties shall be governed by the provisions of Annexure I (scope of services to be rendered by the Licensee).*

### **ARTICLE 2 COMMENCEMENT OF OPERATION UNDER THE LICENSE**

- 2.1** Pursuant to the scope of services to be provided by the Licensee, the parties agree that the plan for the commencement of operations shall be undertaken by the parties. It shall be the duty and the exclusive obligation of the Licensee to propose the plan for commencement of operations which shall be subject to the approval by Railway. Any changes suggested by Railway in the proposed plan shall be also duly implemented by the Licensee prior to commencement of operations.

- 2.2 The Licensee hereby undertakes that Licensee shall be bound to comply with all submissions, commitments & representations made in response to the Notification unless agreed otherwise in this Agreement.

### **ARTICLE 3 TENURE OF THE AGREEMENT**

- 3.1 The Tenure of the Agreement will commence on the Commencement Date which has been agreed by the parties as **Five (5) years** and subject to the provisions of Article 3.2, 9 and Article 17 herein below, respectively, shall continue until a period of five (5) years from the Commencement Date and, if not terminated/expired, will be renewed on the mutually agreed terms.

#### **3.2 Tenure and Renewal of License**

The tenure of License shall be initially for a period of 5 years with a provision of further renewal for period(s) of 3 years on satisfactory performance and payment of all dues and arrears and withdrawal of court cases, if any. Renewal will not be a matter of right. The licensee must apply for renewal minimum 6 (six) months in advance before the expiry of the contract. No Dues Certificate from the concerned authority must be attached along with the application for renewal.

### **ARTICLE 4 FINANCIAL TERMS AND CONDITIONS**

#### **4.1 Collection of Revenue by the Licensee**

The Licensee is authorized to collect revenues (inclusive of tax) on issue of invoice directly from passengers in consideration of having rendered catering services on the SMU.

#### **4.2 License Fee**

- (a) The License Fee, for the entire duration of License is **Rs. [•] (Rupees [•]) only** (hereinafter "License Fee).
- (b) In consideration of the provision of the services and the Application of the Licensee, the Licensee shall pay to Railway an agreed sum of Annual License Fee every year on pro -rata basis for the entire duration of the license.
- (c) The Annual License Fee shall be payable in advance for each year of the license, fifteen (15) days prior to the commencement of each year of the license.
- (d) The License Fee payable to Railway by the Licensee shall be net of the deduction of tax at source (TDS), if applicable, under the governing law from time to time during the tenure of the Agreement.
- (e) Licence fee will be reassessed and revised at the time of each renewal subject to a minimum of 10% increase over the prevailing licence fee of the unit.
- (f) There will be no separate charges payable towards rent for building /land, vender's fee and conservancy charges etc., except electricity and water charges, which will be based on actual consumption.
- (g) The licensee will be required to pay all the charges as per the contract agreement and all statutory duties/charges/levies, etc. would also be borne by the licensee as and when due.

#### **4.3 Failure/ Delay in deposit of License Fee**

Without prejudice to any other right that may be available to Railway in this Agreement or otherwise, any delay in payment of License Fee shall attract interest @14% per annum (Prime Lending rate + 2% percent), calculated for the number of days of default. Railway reserves the right to terminate the license, in case the licensee fails to make payment within six months of the due date.

#### **4.4 Payment of taxes**

The Licensee is authorized to collect tax on issue of invoice directly from passengers in consideration of having rendered catering services. Licensee, thus, agrees that all taxes payable on account of the grant of license including sales tax, etc. shall be borne by the Licensee exclusively and that the Railway shall not be responsible towards the same at any time during the term. Furthermore, in the event that any new tax is imposed or an existing tax enhanced under a governing law upon the services/deliverables of the Licensee, then the licensee will be permitted to collect the new/revised tax from the passengers; the liability of payment of Tax to the Government agency shall be also borne by the Licensee exclusively.

#### **4.5 Mode of Payment**

Any payment payable by the Licensee to Railway under this Agreement shall be paid through the Licensee's own account vide demand draft or banker's cheque made in favour of [•] payable at [•].

#### **1.6 Recovery of outstanding dues**

Notwithstanding anything contained in this Agreement, the Railway shall be at liberty to receive any payments /outstanding dues including penalties against the Licensee from the Security Deposit provided by the Licensee after which Railway shall communicate to the Licensee of such deductions. In such an event, the Licensee shall be obligated to ensure that the Security Deposit is restored to its original value within seven (7) working days from such deduction failing which the same shall be deemed as material breach by the Licensee and entitle the Railway to terminate this Agreement.

### **ARTICLE 5 SECURITY DEPOSIT**

- 5.1 As mentioned elsewhere in this Agreement, the Licensee shall furnish to Railway (in the manner and form acceptable to Railway) a Security Deposit for an amount equal to 10% (ten percent) of the Total License Fee for the entire duration of the License, 15 (fifteen) days prior to the Commencement of License.
- 5.2 Security Deposit shall be paid in the form of Bank Draft Performance Bank Guarantee (PBG) / Cash (deposited with Chief Cashier of the Railway). The said BG shall be paid for in the manner as set forth in the Bid. The said PBG shall be given in format provided at Chapter 1 of Section B), valid for the Term of the Agreement and a period extending 6 months beyond the Term of the Agreement. Railway agrees to discharge the Security Deposit within 90 days from the expiry of the aforementioned period after deduction/settlement of outstanding dues against the Licensee.

- 5.2 Notwithstanding anything mentioned in this Agreement, upon any default or breach of obligations by the Licensee under the Agreement, Railway may at its sole discretion draw upon the Security Deposit to satisfy its claims against the Licensee by imposition of Penalties or otherwise, irrespective any other remedy under this Agreement.

## **ARTICLE 6 RIGHTS AND OBLIGATION OF THE LICENSEE**

### **6.1 General**

- (a) The Licensee hereby agrees to fulfill all technical and commercial requirements set forth in the Notification as well as all the commitments made in its response to the Notification.
- (b) Without prejudice to the aforesaid, it is represented by the Licensee that all services will be performed in a professional manner by its personnel and that the said performance by Licensee shall be in accordance with the 'Desired Performance Levels' as described in Special Condition of Contract –II and as communicated by Railway from time to time.
- (c) The Licensee warrants that during the Term of this Agreement, the Licensee shall at all times be responsible for ensuring that the catering service at the SMU is undertaken with utmost care and diligence.
- (d) The Licensee also hereby assures Railway of the quality, suitability and the warranties of all the food and related services under the Agreement, over and above the 'Desired Performance Levels' assured to Railway. The Licensee represents and warrants that the principle liability for the quality, suitability and warranties for catering service shall be of the Licensee and that all products will be in conformity with the requirements of the law as well as those stipulated by Railway from time to time. The Licensee hereby covenants that no exception to the liability, guarantee & assurance of the Licensee shall apply with regard to food and the services thereof.

### **6.2 Certificates/Permissions**

The Licensee shall obtain necessary certificates/permissions required by law such as food license, test reports for various food items, etc. or as required as per the local regulations from the competent authorities. In case of any offense or failure to obtain the necessary certificates/permissions, the Licensee will be solely responsible for its penalty and consequences.

### **6.3 Display of menu and tariff, etc.**

The Licensee shall exhibit menu, tariff and list of food items to be sold in the SMU as may be agreed upon from time to time by the Railway. The Licensee shall also ensure that printed menu cards bearing the name of the concerned Railway should always be available at the SMU and provided to the passengers on demand. The Licensee shall seek prior approval of the Railway before printing of menu cards.

### **6.4 Sale of items with the Railway prior approval**

The Licensee shall not sell items other than those approved by the Railway. If sale of unauthorized items is detected in contravention to approved items, Railway may seize such items and the unauthorized seized items shall be disposed off as per policy of the Railway in addition to any penalty to be imposed for such contravention.

#### **6.5 Right of user only**

The License will only provide the catering services on the SMU and will have the right of user only on leave and license basis.

#### **6.6 Compliance of Food Adulteration Act and other statutory laws**

- (a) The Licensee shall be responsible for compliance with applicable laws such as Prevention of Food Adulteration Act, 1954 or any other amendments thereto.
- (b) The Licensee shall be responsible for compliance with applicable laws such as sales tax, provident fund, labour laws or any other applicable laws.
- (c) Railway shall not be responsible for compliance of any laws applicable with respect to carrying out the catering activity by the licensee relating to catering, tax, its employees or any other related matter. The licensee shall be solely responsible for following all the laws applicable in this regard. In case of any harm to Railways, it shall be indemnified by the licensee.

#### **6.7 Maintenance of proper hygiene, cleanliness, etc.**

The Licensee shall be responsible for ensuring the quality and quantity, maintaining proper hygiene and cleanliness while handling raw materials, preparation, packaging, supply, service, etc. of food/meals in accordance with the parameters specified herein and in the bid documents. Licensee shall abide by the instructions issued by the railway from time to time in this regard.

#### **6.8 Ceiling Limits**

At time of awarding and renewal of licence, Railway shall ensure that the ceiling limits as prescribed in the Catering Policy 2010 and as amended from time to time are complied with. The Licensee shall submit an affidavit declaring the details of the catering units held by him on Indian Railways in the prescribed format at the time of bidding and also at the time of renewal if awarded licence. Railway shall maintain a data base for verifying these details at the time of award of licence and also at the time of renewal. It will be notified through Railway websites and also reconciled at regular basis.

#### **6.9 No unlawful/illegal activity**

The Licensee and/or its staff shall not carry on any unlawful, immoral or illegal activity in the SMU and/or at the station(s). It is clarified that if the Licensee suffers any loss or damage on account of the Licensee being restrained by the Railway or any other competent authority for indulging in illegal activities or any contravention of any law, the Licensee shall not be entitled to any compensation whatsoever.

#### **6.10 Provision of suggestion/complaint book**

The Licensee shall keep a suggestion/complaint book at a conspicuous place where the passengers can register their suggestions/complaints without any difficulty. This suggestion book shall be serially numbered and pre-authenticated by the Railway.

#### **6.11 No use of plastic material**

The Licensee shall, in rendering catering services, not use plastic material but eco-friendly/biodegradable packaging material for supply of food items, good quality glasses/paper cups for serving tea/coffee, etc.

#### **6.12 Collection of garbage**

Licensee shall be responsible for availability/provision of adequate number of garbage bins at appropriate places. Licensee shall also ensure to place biodegradable bags in garbage bins for easy disposal and proper handling. These should be cleaned outside the production area. Licensee shall avoid use of metallic dustbins, which become rusted over a period of time. Segregation of waste should be done as bio-degradable and bio non-degradable. Licensee shall be responsible for disposing the garbage suitably at the designated location outside the station/maintenance area. All garbage bins must be labeled, cleaned and sanitized regularly. All instructions in regard to disposal of garbage issued by Health, Mechanical and Commercial Directorate are to be adhered to by licensees.

#### **6.13 Issue of proper bills, etc.**

The Licensee shall issue proper bill(s)/receipts(s) against the sale of food items/beverages to the customers of the SMU.

#### **6.14 Cooking in the SMU**

Except or otherwise provided in this Agreement, the Licensee shall not cook anything in the SMU.

In order to ensure cooking free platforms and availability of clean, hygienic and quality food to the passengers, Railway may identify suitable space, if available, on railway premises near railway stations for setting up kitchens by the licensee at railway premises on the terms and conditions of extant policy on land/rent.

#### **6.15 Ban on sale of products**

The Licensee shall not sell/distribute tobacco products, wine, beer or any other alcoholic drink or any other item prohibited by law on the SMU. Further, the Licensee shall not use beef/pork in any form in any food items served to customers.

#### **6.16 Food articles not to be kept on floor, etc.**

The Licensee shall ensure that the catering staff shall not keep any food article on the floor of the SMU. The Licensee shall ensure that the catering staff shall not carry any food item in their pockets/card boxes/mineral water

cartons, etc. and only container should be used for these purposes.

#### **6.17 Presence of Licensee/authorized Manager**

The Licensee or a duly authorised and competent Manager appointed and paid by the Licensee shall remain present in person to manage or supervise the business to be carried on under the provisions of this agreement and to ensure that the obligations of Licensee under the Agreement are duly performed and observed. In addition, Licensee or a duly authorised and competent Manager, appointed by the Licensee shall remain available at the location mutually decided between the parties for ease of administration of performance of license to the satisfaction of the Railway. The name(s) of the Manager will be advised by the Licensee to the Railway from time to time.

#### **6.18 Staff Uniform, Identity cards, etc.**

- (a) The Licensee shall provide distinctive uniforms for catering staff with their identity cards. The Licensee shall seek approval of the pattern and style of uniforms to be adopted for the catering staff from the Railway.
- (b) The Licensee shall ensure that the catering staff at all times display the nameplate.
- (c) The Licensee shall ensure that the catering staff to be deployed at the SMU must be well groomed.

#### **6.19 Bonafide Staff of the Licensee**

- (a) The Licensee shall not permit anyone except the bonafide staff of the Licensee to staff the SMU and ensure that the staff shall not carry any article of any description other than those required for the fulfillment of the obligations contained herein.
- (b) The staff of the licensee will carry valid authority and medical fitness certificate to be issued by the Railway on the request of the Licensee. The Licensee shall ensure that the identification card of the staff should be duly attested by the Railway.

#### **6.20 Enquiry into the antecedents of the Licensee's employees**

The licensee shall not in any capacity employ any person of bad character or any person, whose antecedents have not been investigated / certified by the Police Authorities/MP/MLA/MLC/ Councilor/ Gram Panchayat Sarpanch/1<sup>st</sup> Class Magistrate / Gazetted Officer and shall issue an appointment certificate (signed by the Licensee) which shall contain a photograph of the employed with his or her left/right hand thumb impression affixed thereon in Printer's ink which he will carry with him/her while on duty. The expenses for such verification are to be borne by the Licensee.

#### **6.21 Provision of equipment**

The Licensee will arrange his own equipment for satisfactory provisions of



services.

#### **6.22 Provision of first aid box**

The Licensee shall provide and maintain First Aid box for rendering first aid to the catering staff in the SMU and shall provide training to the concerned catering supervisory staff from the medical authorities. The Licensee shall ensure that requisite certificates in this regard should be available with the SMU Manager.

#### **6.23 Maintenance of proper records, etc.**

The Licensee shall maintain proper and full records viz., accounts, vouchers, bills, tax, etc. pertaining to the SMU and make it available for inspection by the Railway to ascertain the Gross Sales Turnover.

#### **6.24 Damage to Railway Property**

The Licensee shall be responsible for any damage caused to Railway property provided arising due to the acts of omission or commission of the staff of the Licensee.

#### **6.25 Handing over of SMU on expiration/termination of the Agreement**

Upon expiration or termination of this Agreement the Licensee shall immediately vacate the SMU and shall deliver the vacant possession of the SMU to the Railway along with the Railway's fixtures and fittings therein in good condition. In default, the Railway shall be entitled to enter and take possession of the SMU and to lock up the same or remove the furniture or other articles of the Licensee that may be lying there and to dispose of the same by sale or otherwise without being liable, for any damages, and all expenses incurred in connection therewith, shall be deducted by the Railway from the sale proceeds or from the Security Deposit or outstanding dues of the Licensee.

#### **6.26 Information**

The Licensee shall furnish all information, record, etc. within ten (10) days as may be required by the Railway from time to time, failing which the Railway reserve the right to impose suitable penalties on the Licensee including termination of the Agreement.

#### **6.27 Compliance of Instructions**

The Licensee shall comply with any other instructions issued by the Railway from time to time as may be necessary to ensure better services.

### **ARTICLE 7 RIGHTS AND OBLIGATIONS OF RAILWAY**

#### **7.1 General**

- (a) It is agreed by Railway that the principal obligation upon Railway towards the Licensee under the Agreement, shall be to render assistance (as mutually agreed by the parties) to the Licensee during the finalization of the plan for

commencement of operations.

- (b) If the Licensee requires any reasonable assistance from Railway in addition to assistance mutually agreed by the parties, then the same may be conveyed by the Licensee to Railway which request shall not be unreasonably denied by Railway.
- (c) The Railway shall issue authority to the Licensee and its staff for providing services on the SMU.

## **1.2 Grant of limited rights of advertisement**

The Railway may grant limited rights to the Licensee to commercially advertise on disposable accessories that may be used by the Licensee in rendering catering services. Such grants would be duly authorized by Railway for each product and the duration of which shall be specified by the Railway.

## **7.3 Test/Inspection of food samples, etc. by the Railway**

- (a) The Railway reserve the right to get the food samples/raw materials collected and tested at approved laboratories at the cost of the Licensee.
- (b) The Railway shall have the right to inspect/check the services provided by the Licensee for reviewing its standards, quality and variety of food items, disposal systems, etc. at any time and may authorize any person or agency for this purpose to access the performance of the Licensee. In case of unsatisfactory performance or complaint of any nature, the Railway will be entitled to initiate the suitable action against the Licensee including termination of this Agreement as per the terms and conditions of this Agreement.

## **7.4 Right to make substitute arrangement in the event of unsatisfactory services, etc. by the Licensee**

- (a) In the event of unsatisfactory service, poor quality of articles, persistent complaints from passengers, and services below the desired performance level or any failure or default at any time on the part of the Licensee to carry out the terms and provisions of the agreement to the satisfaction of the Railway (who will be sole judge and whose decision shall be final), then without prejudice to any other remedy that may be available to the Railway under this Agreement or otherwise, the Railway reserve the right to make any substitute arrangement in any manner, it may deem fit at the risk and cost of the Licensee
- (b) The Licensee agrees to make good all cost and expenses, if any incurred by the Railway for making the substitute arrangements referred to above.

## **7.5 Customer's feedback**

The Railway shall be entitled to take independent user's feedback to know the level of passenger satisfaction of the Licensee's services.

## **7.6 Right to resume the possession of SMU**

Railway reserves the right to resume the possessions of the SMU if required

for the purpose of working of the Railway.

#### **ARTICLE 8 CHANGES IN MENU AND TARIFF**

- 8.1** Railway reserves the rights to change catering tariff menu and for the SMU at any time after the award of the License. In the event of any such change by the Railway, the Licensee shall maintain the same quality and hygiene standards for preparation, supply and service of food/meals to passengers on the SMU as it were prior to such change.
- 8.2** In the case of any upward revision in catering tariff, the Licensee shall be allowed to sell food/meals at the revised rates to the passengers. In this event, the license fee payable to Railway shall increase on a pro -rata basis, from the date of revision of catering tariff.

#### **ARTICLE 9 PERFORMANCE LEVEL GUARANTEE COMPLIANCE**

- 9.1** The Licensee hereby undertakes and represents that it shall adhere to the Scope of Work as determined in Annexure- I and the 'Desired Performance Levels' as determined in the Annexure - II at all time during the Term of the Agreement.
- 9.2** The Licensee undertakes and agrees that in the event that the 'Desired Performance Levels' are not complied with, then Railway has the right to impose service level penalties (Penalties) on the Licensee as also set forth in **Annexure II**.
- 9.3** Without prejudice to the generality of the above Article 9.2, the Licensee hereby acknowledges and agrees that the right for the imposition of Penalties by Railway is irrevocable and undisputed & that the Licensee shall not have any right whatsoever to pre-empt Railway from claiming Penalties automatically as and when there are performance level defaults by the Licensee.
- 9.4** For purposes of monitoring & auditing the 'Performance Levels', the parties agree that Railway shall have the sole & exclusive right to audit, reevaluate, independently monitor and assess the performance of the Licensee.
- 9.5** Railway shall maintain a Annual Confidential Reports (ACRs) on performance of the licensee. ACRs will be duly filled in by the competent authority every year. Any instance of unsatisfactory performance/penalty shall be entered in the ACR. The ACR shall be the basis for evaluation of applications for renewal of license, as and where applicable. ACRs maintained by the Railways for the Licensee seeking renewal shall be scrutinized by the Competent Authority granting renewal. Based on the ACRs for the period of tenure the marks will be allotted to the licensee. A minimum cut off criteria based on the grading of the ACRs for grant of renewal shall be notified by the railway in advance.

#### **ARTICLE 10 THIRD PARTY CONTRACTORS AND PROHIBITION OF SUB -LETTING**

- 10.1** The Licensee shall not sublet, transfer or assign this Agreement or any part thereof. However, the Railway appreciate that for a license of this nature, the Licensee may have to take services of various suppliers of materials, goods etc. The Licensee may appoint such third party contractors for supply of goods and materials, whose details should be disclosed to the Railway. It is agreed by the parties that no other appointment of third parties by the Licensee shall be permitted.
- 10.2** For the purposes of this Agreement, the prohibition of subletting, transfer or assignment shall be deemed to include but not limited to the following:
- (a) The Licensee shall not delegate or sub -delegate the performance of any of the services under the license except as permitted in this Agreement.
  - (b) The Licensee shall not sublet, transfer, assign or allow any entity, personnel or corporation the benefits of this Agreement.
- 10.3** If third parties are appointed pursuant to Article 10.1 under this Agreement, then the Licensee shall at all times remain principally liable towards the Railway and that there shall be no exception to their liability under this Agreement. The Licensee will also remain at the sole point of contact regarding all the services during the Term of this Agreement.
- 10.4** If the Railway at any point of time expresses any concerns to the Licensee regarding any third party subcontractor (appointed under Article 10.1), then the Licensee will comply with the requirements of the Railway forthwith; which may include the direction by the Railway to remove the said subcontractor, etc.

#### **ARTICLE 11 PROPRIETARY RIGHTS**

- 11.1** For purposes of this Agreement, it is agreed by the parties that the respective proprietary rights of each party at the time of execution of this Agreement shall remain as the sole and exclusive rights of that party.
- 11.2** If any property of either party is to be used by the other party for purposes of provision of services including , etc. under this Agreement, then the said party (owning the property) will grant a limited right to use to the other party for the specific purpose and Term of this Agreement only. The aforesaid license to use shall be restricted for the specific purpose and Term of this Agreement and shall not involve any need for the payment of consideration as this Agreement shall form part and basis of valid consideration for such purposes.

#### **ARTICLE 12 CONFIDENTIALITY**

- 12.1** Parties hereby agree and acknowledge that every aspect of the present Agreement including but not limited to the commercial terms, technical parameters, etc. are invaluable to each party and are to be collectively regarded as part of confidential information.
- 12.2** The Licensee acknowledges that all information, data, material, etc, of its systems and operations shared by Railway with the Licensee, shall be regarded as part of confidential information by the Licensee.

- 12.3** The Licensee agrees that any violation of confidentiality especially with regards to customer data shall constitute material breach for purposes of this Agreement.

#### **ARTICLE 13 AUDIT RIGHTS**

- 13.1** Railway being the service beneficiary under the Agreement shall have audit and inspection rights upon the Licensee during the entire Term of this Agreement.
- 13.2** Railway shall have the right to conduct periodic audits on the SMU along with audits of the facilities of the Licensee at regular intervals. Such audits shall include the audit of technical and performance records of the Licensee which may be based on passenger feedback and other parameters set forth by Railway.
- 13.3** In addition to the audit rights under Article 13.2 herein above, Railway shall have the right to audit particular performance records of the Licensee including payment records, etc.
- 13.4** Each audit team of Railway shall be nominated by Railway exclusively and the Licensee shall not be intimated any audit visits by Railway. The location, time, etc. of the audit shall be decided by Railway exclusively and costs relating to the audit shall be borne by Railway. The parties also agree that upon the conclusion of each audit, representatives of both parties are to mutually sign off on the jointly prepared minutes of each audit.
- 13.5** In the event that any audit by Railway reveals any discrepancy as determined by Railway, the same would then be communicated by Railway in writing to the Licensee; who shall be under obligations to comply with the audit results/directions of Railway within 30 days of receipt of written communication from Railway.

#### **ARTICLE 14 INSURANCE & INDEMNITIES**

- 14.1** During the Term of this Agreement, the Licensee will obtain and maintain at its own expense, adequate insurance with regards all its obligations under this Agreement including insurance for workers compensation, life insurance, health insurance, accident & risk insurance, etc. for employees including the catering staff of the Licensee. The Licensee hereby agrees and confirms that Railway shall not be responsible in any manner whatsoever towards claims of the personnel, employees, directors, etc. of the Licensee.
- 14.2** The Licensee agrees to indemnify, hold harmless and defend Railway from any and all losses, claims, actions, damages, liabilities, costs and expenses, including attorneys' fees that may be claimed upon or incurred by Railway due to breach or violation or non-compliance of the terms of this Agreement by the Licensee. The aforesaid indemnity granted by the Licensee can be invoked by Railway at any time during the tenure of the Agreement and the Licensee shall comply without any delay, protest or demur.
- 14.3** The Licensee accepts liability, civil and criminal for compensation/damages in accordance with provision of Consumer Protection Act, 1986 or any statutory modification of the Act or any other law for the time being in force

for action occasioned by negligence, deficiency of service, imperfect or improper performance by the Licensee, his workmen, servants and agents. The Licensee shall indemnify the Railway from and against all payments made under the provision of the said Act or law including all costs. Any money which may become payable by the Railway as aforesaid shall be deemed to be money payable to the Railway by the Licensee and in case of failure by the Licensee to repay the Railway any money paid by it as aforesaid within seven (7) days after the same have been demanded by the Railway, the Railway shall be entitled to recover the same from the Security Deposit. The licensee shall be solely responsible for consumer complaints and in case of any direction/judgement from Consumer Court(s), the Licensee shall be solely responsible for fulfilling the requirements.

- 14.4** In case the Licensee suffers any loss on account of it being restrained by the Railway or any competent authority for indulging in illegal activities or any contravention of law, the Railway shall not be liable to pay any indemnification/compensation to the Licensee. Railway shall bear no liability in case of loss/damage to the licensee's moveable/immovable property, if any, due to accidents.
- 14.5** The Licensee shall, at all times indemnify the Railway against all claims and penalties which may be suffered by the Railway or its employees by reason of any default on the part of the Licensee or its staff in due observance and performance of provision of:
- (a) Workmen's Compensation Act –1923
  - (b) Employment of Children's Act, 1938 and
  - (c) Any other relevant laws

#### ARTICLE 15 EVENTS OF DEFAULT/MATERIAL BREACH

- 15.1** The following event(s) shall be deemed to be the event(s) of default or material breach on the part of the Licensee:
- (a) If the Licensee fails to start catering service within one (1) month from the Commencement Date as defined in Article 1.1 of the Master License Agreement .
  - (b) If the Licensee fails to provide satisfactory services as under the License; or
  - (c) If the Licensee fails to adhere to the desired Performance Levels as determined by Railway at any time during the term of this Agreement; or
  - (d) If the Railway receives persistent complaints against the Licensee from the passengers or otherwise; or
  - (e) If the Licensee fails to pay license fee along with interest, if any, to the Railway on or before due dates; or
  - (f) If the Licensee engages in corrupt or fraudulent practices in execution of catering services under the Agreement; or
  - (g) If the Licensee fails to provide any information/record within the prescribed time as may be demanded by the Railway from time to time; or
  - (h) If there is any failure or default at any time on the part of the Licensee to carry out the terms and provisions of this Agreement to the satisfaction of the Railway.

## ARTICLE 16 PENALTIES

- 16.1 The penalty(ies) that may be levied by the Railway on the Licensee in any of the instances mentioned in Article 15 above shall include but not limited to the following:
- (a) forfeiture/appropriation of the Security Deposit in whole or part thereof, furnished by the Licensee; and/or
  - (b) to annul the license and forthwith terminate the License Agreement; and/or
  - (c) debar the Licensee from participating in the future similar contract/license of the Railway or the Indian Railway for a period of one (1) year.
- 16.2 The details of penalties have been explained in Annexure III of this Agreement.

## **ARTICLE 17 TERMINATION**

- 17.1 If either party to the Agreement is subject to liquidation or insolvency under the applicable law, then the other party may forthwith terminate this Agreement by issuing a notice for termination upon such confirmed events having taken place.
- 17.2 The parties agree that 'Material Breach' for the Licensee shall also mean (other than those instances set forth in this Agreement), the failure to maintain the desired Performance Levels' and/or the delay in achieving the Commencement Date by one (1) month from the agreed date (i.e. [•]) and/or non-payment of the minimum license fee by the Licensee in accordance with the provisions herein contained and/or any misrepresentation or violation of the commitments set forth in this entire Agreement or in response to the Notification or the breach or non-compliance by Licensee of its fundamental obligations under this Agreement, such that the breach or non-achievement defeats the object and purpose of this Agreement.
- 17.3 Railway shall also have, without prejudice to other rights and remedies, the right, in the event of 'Material Breach' by the Licensee of any of the terms and conditions of the contract, or due to the Licensee's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the un-expired period of the License at the 'risk and cost' of the Licensee or in the manner Railway deems fit to recover losses, damages, expenses or costs that may be suffered or incurred by the Institute. The decision of the Railway about the breach/failure on the part of the Licensee shall be final and binding on the Licensee and shall not be called into question.
- 17.4 Notwithstanding the provisions of Article 17.1 above, Railway or the Licensee may terminate this Agreement without assigning any reason to the Licensee / Railway by giving 6 (six) months prior notice in writing to the Licensee / Railway.
- 17.5 In the event that the Agreement is terminated by either party pursuant to Article 17.1 or by Railway under Article 17.4, then the undisputed payments accruing to Railway shall be due and settled in accordance with the terms of the Agreement until the effective date of termination.
- 17.6 In the event the Agreement is terminated by the Licensee under Article 17.4,

the Railway shall forfeit the entire License Fee paid by the Licensee and invoke the Security Deposit.

- 17.7** In the event that the Agreement is terminated by either party prior to the achievement of the Commencement Date, then the parties to the Agreement agree to stop working on the plan for commencement of operations on the effective date of termination.

In the event the Agreement is terminated by Railway after Commencement Date, then the Licensee acknowledges and undertakes to continue performance of the services under the Agreement until the effective date of termination as confirmed by Railway, irrespective of whichever party has terminated the Agreement. However, the effective date of termination shall not be more than 6 (six) months from the date of notice. Further, the Licensee agrees to provide services on the same terms as it were being provided during the tenure of the Agreement.

**ARTICLE 18 CANCELLATION/WITHDRAWAL/NON -OPERATION OF THE SMU AND  
REFUND OF LICENSE FEE**

- 18.1** In the event of permanent cancellation/withdrawal/nonoperation of the SMU service by the Railway, this Agreement shall be terminated without any notice or assigning any reason to the Licensee. In such an event the License Fee shall be refunded to the Licensee on prorata basis.
- 18.2** Except as otherwise provided in this Article, the Licensee shall not make any claim for any consequential loss of business/damages due to permanent cancellation/withdrawal of the SMU by the Railway.

**ARTICLE 19 DISPUTE RESOLUTION**

- 19.1** In the event of any dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement between the parties (**Disputes**"), the parties shall firstly attempt to amicably resolve such Disputes through the highest level of negotiations and discussions.
- 19.2** In the event that Disputes between the parties subsist beyond 30 days of negotiations between the Parties, then the Dispute shall be settled as per the provisions of Arbitration and Conciliation Act 1996. The dispute shall be referred to:
- (a) Sole arbitration of a Gazetted Railway Officer appointed to be the arbitrator, by the General Manager of the Zonal Railway awarding the License. The Gazetted Railway Officer to be appointed as arbitrator however will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as railway servant have expressed views on all or any of the matters under dispute or difference.
  - (b) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.



- (c) It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitrator at all.
- (d) The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.
- (e) Upon every and any such reference the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- (f) Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- (g) The venue of the arbitration shall be the place from which the acceptance note is issued or such other place as the arbitrator at his discretion may determine.
- (h) In this clause the authority to appoint the arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

**19.3** The award passed shall be final and binding and both Parties waive the right to appeal or contest the arbitral award.

**19.4** It is further clarified that during the resolution of the Disputes, the Licensee shall be obligated for the continued performance of its obligations under the Agreement until the resolution of the Disputes.

## **ARTICLE 20 MISCELLANEOUS**

### **20.1 Interpretation**

This Agreement and the arrangement between the parties shall at all times be read along with the terms of the Notification and the response of the Licensee to the Notification. In the event of any interpretation of the provisions of this arrangement between the parties, the documents shall be read in the following order of precedence:-

- (i) Railway' latest policies as applicable from time to time;
- (ii) the Articles of this Agreement;
- (iii) the contents of the Annexure(s) to this Agreement;
- (iv) Licensee's response to the Notification

### **20.2 Relation between the Parties**

The Parties to this Agreement are entering into this arrangement as independent contractors, and this Agreement does not bestow either Party the right against the other, as partner, agent principal employer or joint venturer or any other form of legal association.

### **20.3 Survival**

This Agreement along with the response of the Licensee collectively constitute the full and complete arrangement between the Parties with respect to the subject matter hereof. The expiration or termination of this Agreement for any

reason will not release either Party from any liabilities or obligations set forth herein this Agreement and such Articles(as applicable to the parties) will survive any termination of this Agreement.

#### **20.4 Transfer of License**

Transfer of license to the spouse/legal heir would be allowed only in the event of death of the original licensee. The license can be transferred in the name of spouse/legal heir for the unexpired period of the agreement only, with personal approval of the Chief Commercial Manager. Railway shall obtain the nomination of the legal heir from the license holder at the time of entering into contract. The nomination should be only from amongst the family members.

#### **20.5 Inclusion of Son/Wife/Daughter's Name in the License**

In case of old age, disability, infirmity, etc. Chief Commercial Manager in exceptional cases only, may personally consider request of individual licensees for inclusion of the names of their son/daughter/wife/husband in their license subject to his/her performance being satisfactory and also that no railway dues are pending against the licensee. Railway will also ensure that son/daughter/wife/husband, whose name is proposed to be included in the license, does not hold any other catering/vending license anywhere on Indian Railways.

#### **20.6 Jurisdiction**

This Agreement will be governed by and construed in accordance with the laws of the Republic of India and the Courts at **Visakhapatnam only** shall have exclusive jurisdiction in all matters relating to this Agreement.

#### **20.7 Amendments**

Any changes or modifications to this Agreement or its Annexure(s) can only be made by a written amendment mutually signed by the Parties.

#### **20.8 Waiver**

Unless otherwise expressly provided in this Agreement, a delay or omission by either Party to exercise any of its rights under this Agreement will not be construed to be a waiver.

#### **20.9 Assignment**

This Agreement is binding on the successors and permitted assigns of each party; however neither party has the power to assign this Agreement without the prior written consent of the other party.

#### **20.10 Notice**

All notices under this Agreement by either party will be in writing and will be deemed to have been duly given if delivered by courier/registered AD Post. All notices under this Agreement are to be addressed as under:

In the case of Railway:

**[Insert name of person & address]**

In the case of Licensee:

**[Insert name of person & address]**

Any change in the aforesaid address of either party shall be immediately informed to the other party by way of a notice as aforesaid.

#### **20.11 Force Majeure**

In the event of any unforeseen event directly interfering with the operation of license arising during the currency of this Agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, acts of God, sabotage, etc., the Licensee shall, within a week from the commencement thereof, notify the same in writing to the Railway with reasonable evidence thereof. In such event of force majeure, if mutually agreed by both parties, the tenure of this Agreement may be further extended for the period during which license was not operational.

#### **20.12 Execution of the Agreement**

This Agreement shall be executed/entered only with the Licensee on a non judicial stamp paper of Rs. 100/- and all cost and expenses for registration, stamp duty, etc. thereof shall be borne by the Licensee.

**IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED AND DELIVERED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE.**

**Railway  
LICENSEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS OF:**

**1.**

**2.**

**LIST OF ANNEXURES**

**Annexure I                      Scope of Services**

**Annexure II                  Assessment of Performance**

## **Annexure 1 - Scope of Work**

- (a) The Licensee shall be provided with a SMU number/name [.] on PF [.] at [.] station of [.] category of the Railway.
- (b) The Licensee shall be responsible for providing catering services for items as authorized by Railways from the SMU number/name [.] at [.] station.
- (c) Licensees shall set up Modular Catering Stalls to maintain uniformity in design and colour scheme as authorized and approved by Railways. The Licensee shall be responsible to display the "Rail Ahaar" logo prominently at all places including the packaging material of food, uniform of waiters and other staff etc. The Licensee will abide by the instructions of Railway in this regard from time to time.
- (d) In case licensee is permitted for sale of packaged drinking water then, it is mandatory for the licensee to sell Rail Neer (Packaged Drinking Water – 1000 ml) chilled or in such quantities & rates prescribed by Railway from time to time. The licensee will be responsible for storing, cooling and distributing 'Rail Neer' to the passengers. In case of non-availability/inadequate supply of Rail Neer by Railway, the Licensee shall be permitted to sell only packaged drinking water of brands as approved by Railways.
- (e) The Licensee may be encouraged to provide regional cuisines, dietary and infant foods, at tariff approved by Railway subject to authorization from Railway.
- (f) Licensee shall be responsible for availability/provision of adequate number of garbage bins at appropriate places. Licensee shall also ensure to place bio-degradable bags in garbage bins for easy disposal and proper handling. These should be cleaned outside the production area. Licensee shall avoid use of metallic dustbins, which become rusted over a period of time. Segregation of waste should be done as bio-degradable and bio non-degradable. Licensee shall be responsible for disposing the garbage suitably at the designated location outside the station/maintenance area. All garbage bins must be labeled, cleaned and sanitized regularly.
- (g) The Licensee shall be responsible for ensuring the quality and quantity, maintaining proper hygiene and cleanliness while handling raw materials, preparation, packaging, supply, service, etc. of food/meals in accordance with the parameters specified in

### **Section -C.**

- (h) The Licensee shall further be responsible to make adequate arrangements in terms of all equipments and manpower, at its own cost, as per policy directives.
- (i) The Licensee shall depute staff who will be required to manage the catering operations and serve food to the passengers. The Licensee shall ensure that the staff deputed on the unit should maintain good conduct, etiquette, personal hygiene, politeness and courtesy, issue bills to passengers etc. Further, the Licensee shall ensure that the catering staff should be well groomed, wear proper uniforms, badges displaying their names, carry photo identity cards, display at all times.
- (j) In consideration of the award of the License to the Licensee, the Licensee shall be liable to pay Annual License Fee to Railway which shall be more than minimum license fee determined by Railway.
- (k) The Annual License Fee shall be paid every year. For the first year, License Fee shall be paid fifteen (15 days) prior to the Commencement of the License and for subsequent years it shall be paid minimum fifteen (15) days before the completion of each preceding year of License.
- (l) The Railway may grant limited rights to the Licensee to commercially advertise on disposable accessories that may be used by the Licensee in rendering catering services. Such grants would be duly authorized by Railway for each product and the duration of which shall be specified by the Railway.
- (m) The licensee shall ensure availability of hand held fire extinguishers with the staff having knowledge of operation of the equipment.
- (n)

## Annexure – II

### Assessment of Performance of Licensee

1. Railway Officials / Inspector(s) or any agency authorized by Railway will conduct inspection to ascertain the catering performance of the Licensee
2. **Licensee's performance shall be evaluated on various dimensions as below:**
  - Annual Confidential Reports (ACRs) of the licensee maintained by the Railway.
  - Mandatory Documents (ESI returns / PF returns / Food License)
  - Hygienic practices, quality and adequacy of equipments, sourcing of materials, staffing etc.
  - Storage of food in the heating devices, refrigerators etc.
  - Customer Service – Grooming, Uniform, Name badges and Personal Hygiene of Staff, display of menu card, issue of receipt, collection and cleaning of waste, cleaning of waste bins, customer feedbacks taken
  - Quality of Food – Presentation, Packaging, Temperature, size of food portion and Taste of Food
  - Cleanliness of SMU, Quality of water used at SMU, Disposal of Garbage etc.
  - Suggestions / Complaints from customer
  - Any other aspect as determined by Railway
3. As per provisions of the catering policy, 2010 and/or other instructions issued by the Railway from time to time, the performance of the licensee will be monitored/assessed by the Railway which will inter alia include the following:
  - Superior quality material should be used in fabrication/construction of all static units to improve on aesthetics, durability and convenience for maintenance.
  - Gradually all old catering stalls should be replaced with compact modular stalls of uniform design to ease congestion on the station platforms and circulating area as per the policy guidelines issued by Railway Board.
  - To provide hygienic and quality food to the travelling passengers and improve the on-board and static catering services a strict and effective system of monitoring of catering services will be followed. Monitoring of quality will be made through inspections and food quality checks by the Railway.
  - Licensee Managed Units will be monitored for their mechanization and modernization along with their performance. Supervision of the services will be made constantly. Zonal Railways will review annually the performance for licensee managed units as per instructions issued by Railway Board from time to time.
  - Annual Confidential Reports (ACRs) on performance of the licensees will be maintained by Railway. ACRs will be maintained for each licensee by the Zonal Railways and will be duly filled in by the competent authority every year. Any instance of unsatisfactory performance/penalty shall be entered in the ACR. The ACR shall be the basis for evaluation of applications for renewal of license. ACRs maintained by the Railway for the Licensee seeking renewal shall be scrutinised by the Competent Authority granting renewal. Based on the ACRs for the period of tenure, the marks will be allotted to the licensee. A minimum cut off criteria based on the grading of the ACRs for grant of renewal must be notified by the zonal railways in advance. Banning and suspension of business with the errant contractors shall be strictly enforced following due process.
  - There should be no cooking on platforms at suburban stations and for other stations there should be attempts to progressively reduce cooking on stalls and trolleys on the platforms, except for items which could be prepared through electrically operated equipments only. Railway will decide the time frame for achieving cooking free platforms depending on local conditions.

- In order to ensure cooking free platforms and availability of clean, hygienic and quality food to the passengers, zonal railways may identify suitable space, if available, on railway premises near railway stations for setting up kitchens by the licensees of static units at railway premises on the terms and conditions of extant policy on land/rent.
  - All systems and processes and equipment such as deep freezers, hot cases, microwave ovens, refrigerated storage units, bain -maries should progressively replace the existing traditional equipments and manual methods in static units.
  - Decongestion should be ensured.
  - All catering units should liberally provide garbage bins properly lined with garbage bags. Garbage thus collected should be disposed off in the prescribed manner which should be incorporated in all agreements and should adhere to extant pollution control and environmental norms. All instructions in regard to disposal of garbage issued by Health, Mechanical and Commercial Directorate are to be adhered to by licensees.
  - **Strict monitoring of Ceiling Limits** - Zonal Railway shall maintain a data base of the various catering establishments to ensure that the ceiling limits on holding of catering licenses as per the catering Policy 2010 and/or instructions issued by the railway administration from time to time are complied with. The data base will be reconciled on a regular basis. As and when a tender is finalized, the information may be circulated to all concerned for updating the data base. Railways shall consolidate and circulate a list of all catering establishments as on 1<sup>st</sup> January of each year to be circulated latest by 31<sup>st</sup> March of that year. Such information will be uploaded regularly to the websites of the Railways. Guidelines regarding ceiling limits will be complied with while granting renewal also.
4. The Licensee will be evaluated along all the parameters stated above. All efforts shall be made by Licensee to control the deficiencies. Railway shall extend sufficient cooperation to the Licensee to make good the deficiencies, as the case may be.
  5. Any deficiency in any of these parameters will be counted as " **Deficiency in Service**".

#### **PENALTIES**

1. For deficiency in any parameter, Licensee will be suitably counseled. In case the deficiencies persist and the Railway determines that despite repeated counseling the Licensee does not take adequate steps to improve, a **written warning** shall be issued to the Licensee.
2. However, after repeated warnings, if the performance of Licensee does not improve, the Licensee shall be imposed with a penalty (fine).
3. At the first instance, as determined by the Railway, a token penalty of Rupees Five Hundred (Rs.500/-) shall be imposed by the Railway.
4. At the second instance, as determined by the Railway, a penalty of Rupees One Thousand (Rs.1000/-) shall be imposed by the Railway.
5. At the third instance, as determined by the Railway, a penalty of Rupees Five Thousand (Rs.5,000/-) shall be imposed by the Railway.
6. At the fourth instance, as determined by the Railway, a penalty of Rupees Fifty Thousand (Rs.50,000/-) shall be imposed by the Railway.
7. In case of further occurrence of deficiency, Railway may decide to serve a notice for termination of License Agreement.
8. An imposition of fine/warnings on more than 5 occasions will result in rejection of the application for renewal.
9. Banning and suspension of business with the errant contractors shall be strictly enforced following due process.