

**KONKAN RAILWAY CORPORATION LIMITED****CORPORATE OFFICE****Office of CHIEF COMMERCIAL MANAGER, BELAPUR****Tender Documents  
(In-train vending Contract)****TENDER FOR SUPPLY OF SNACKS/TEA/COFFEE AND DINNER  
BETWEEN  
1) MANGALORE TO KARWAR FOR SUPPLY OF TEA/SNACKS  
2) KARWAR TO KUDAL FOR SUPPLY OF DINNER  
BY TRAIN NO.2620 UP MATSYGANDHA EXPRESS ON KONKAN  
RAILWAY SYSTEM**

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**Tender Notice No. KR/CCM/CO/COML/01/IN-TRAIN,****dated 18/01 / 2010****Tender Form No.****Cost of Tender Form Rs.338/- (Rupees Three Hundred Thirty eight only) (Rs.300+ ST  
12.5%)****(To be filled by the Railway Official issuing the tender form)****Tender Form Sold to:****Money Receipt, date & amount:****Signature of Supervisor/  
Station Master / Staff authorized****Whether the tenderer has downloaded the tender form from the website  
[www.konkanrailway.com](http://www.konkanrailway.com) if yes, furnish DD No. \_\_\_\_\_****and issuing Bank \_\_\_\_\_**

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**KONKAN RAILWAY CORPORATION LIMITED.****NOTICE INVITING TENDER**

KR/CCM/CO/COML/

18/01/ 2010

Applications are invited in the prescribed form (not transferable) for allotment of Commercial Contracts as detailed below.

Type-Major Catering Unit

Sr.No.	Name of Contract	Name of Train	Section	Reserved Price	Earnest Money Deposit
01	In-train vending for Supply of Tea/ Snacks	Train No.2620 UP Matsyagandha Express from Mangalore to Lokmanya Tilak Terminus	Mangalore to Karwar	Rs.6,54,180/-	Rs.65,418/-
02	In-train vending for Supply of Dinner		Karwar to Kudal	Rs.6,53,750/-	Rs.65,375/-

Application form along with the terms & conditions can be obtained from the Office of the Chief Commercial Manager, Konkan Railway Corporation Ltd., Corporate Office, Sec-11, 3rd floor, Belapur, Navi Mumbai at Rs.300/-, + ST @12.5% in the form of Demand Draft drawn in favour of Konkan Railway Corporation Ltd., payable at Belapur on all working days between 10.00 hrs to 16.00 hrs up to 18/02/2010. Also the forms can be downloaded from the internet through KR's website at [www.konkanrailway.com](http://www.konkanrailway.com). However, the same should be accompanied with the form fee of Rs.300/- + ST @12.5% (Demand Draft) at the time of submission.

Application in prescribed form duly filled along with Earnest Money Deposit as indicated above should be sent by Registered. Post or drop in a box separately provided for the purpose in the Office of Chief Commercial Manager,, Konkan Railway Corporation Ltd., Corporate Office, Sec-11, Belapur, Navi Mumbai-400614 in a cover duly sealed and super scribed as "APPLICATION FOR .....CONTRACT FOR ..... STATION OF KONKAN RAILWAY" cover should be addressed as mentioned above and should reach to this office on or before **15.00** hrs on **19/02/2010**. The Corporation will not be responsible for any postal delay.

If the last date for submission of application declared as a holiday, the application should reach at **15.00** hrs of next working day.

**Time Schedule:**

01	Sale of tender form	Date Time	: : Up to :18/02/2010 Between 10.00 hrs to 16.00 hrs
02	Submission of completed Application form in sealed Envelope separately for Technical & financial bid	Date Time	: : On 19/02/2010 up to 15.00 hrs
03	Opening of bi d (technical biid)	Date Time	: : <b>on 19/02/ 2010</b> <b>on 15:30 hrs</b>
04	Place for submission and opening of bid		<b>Office of Chief Commercial Manger, Konkan Railway Corporation Ltd., Sec-11,C.B.D.Belapur, Navi Mumbai-400 614</b>

Belapur

Chief Commercial Manager,  
Konkan Railway, Belapur.

(Signature of the tenderer)

## INSTRUCTIONS TO TENDERER(S)

### 1. Scope of the contract:

The Tenderer will be responsible for providing the following service in the train:

1.1 Catering **services, menu and rates:** Catering services for supply of Tea/Snacks. Menus and Rates for each service are enclosed as Annexure- . The catering charges and Menu are liable to change at the discretion of the Konkan Railway Corporation Limited.

2 **Sale of A-La-Carte Items:** In addition to above licensee is allowed to sell a-la-carte items and other packed items approved by Konkan Railway Corporation Limited. For sale of A-LA-CARTE items licensee shall follow the rate issued by Konkan Railway.

### 2. SPECIAL CONDITIONS

#### 2.1 GENERAL INFORMATION

- A) Format for Technical Bid is enclosed as Annexure-“A”
- B) Format for Packet-“B” (financial bid) is enclosed as Annexure-“B”
- C) Previous record of existing contractor- Annexure “C”
- D) Train No.2620UP Matsyagandha Express is running between Mangalore to Lokmanya Tilak Terminus Railway Stations. The details of the trains is enclosed as Annexure-“D”
- E) The train may run with few/more number of coaches. Frequency and timings of service are subject to change in future.
- f) Approved Tariff Rates for Tea/Snacks and Dinner.

A Draft Agreement is enclosed along with the Tender Form. The tenderer(s) should also go through the Draft Agreement and shall satisfy himself / themselves with all the clauses before submission of the tender. Konkan Railway reserves the right to make any modifications in the Draft Agreement even after completion of the Tender process.

- a) Tender document is not transferable.
- b) Only one Tender document shall be submitted for a particular contract by a single party either a Firm or an individual. The Proprietor of more than one company will be considered as a single party and one legal entity.
- c) The cost of the Tender Form is Rs.300/- + ST (Non-refundable).
- d) All tender paper submitted along with the “Technical Bid” bid should be serially numbered on the top right hand corner of every page of the Tender Document.
- e) The name of the applicant and train no. and name of train should be mentioned on the reverse of the respective DD, attached as EMD.
- f) All pages of the tender documents should be duly signed. The tender documents should be submitted in original. Tender documents not submitted in original will be rejected.

- g) An application describing full address & contact number of person / firm requiring tender form is to be submitted to purchase the tender documents. The Tender Form along with the terms and conditions can be obtained from the Chief Commercial Manager, Konkan Railway Corporation Limited, Sector-11,C.B.D Belapur, Navi Mumbai-400 614 on payment of prescribed charges (non-refundable) in the form of DD in f/o Konkan Railway Corporation Ltd; payable at Belapur, Navi Mumbai or on submission of Money Receipt issued against cost of tender form at the concerned stations on all working days between 10.00 Hrs to 16.00 Hrs. The Tender Form can also be downloaded from KR website at [www.konkanrailway.com](http://www.konkanrailway.com). However, the same should be accompanied with the form fee of Rs.300/- (Demand Draft) + ST (12.5%) at the time of submission. Konkan Railway Administration shall not be responsible for any delay / difficulties in accessibility of the downloading facility for any reason what so ever. In case of any discrepancy between the tender documents downloaded from Internet and the master copy available in the office, the latter shall prevail and will be binding on the tenderer(s). No claim on this account will be entertained.
- h) Tender document duly filled in with relevant certificates/ documents should be sent by Regd.post or dropped in a box separately provided for the purpose in the office of Chief Commercial Manager, Konkan Railway Corpn.Ltd., 3rd floor, Belapur Bhavan, Plot No.6, Sector-11,C.B.D Belapur, Navi Mumbai-400 614 in a cover duly sealed and superscribed "APPLICATION FOR .....CONTRACT BY TRAIN NO ..... OF KONKAN RAILWAY". And PRIORITY CODE (P1/P2/P3) Cover should be addressed as mentioned above and should reach the above Office on or before 15:00 hours on 19/02/2010. The Corporation will not be responsible for any postal delay. If the last date for submission of application is declared as a holiday, the application should reach by 15:00 hrs. Of following working day.

<b>Last Date of Receipt of Application for Purchase of Tender Forms</b>	<b>Period of Sale of Tender documents</b>	<b>Last date of receipt of duly completed Tender Forms</b>	<b>Opening of Technical bid</b>
<b>16:00 hours on 18/02/2010</b>	<b>18/01/ 2010 to 18/02/2010</b>	<b>15:00 hours on 19/02 / 2010</b>	<b>15:30 hours on 19/02/2010</b>

- i) The Financial Bid of only those candidates whose technical bids are approved by the Chief Commercial Manager after scrutiny will only be opened. The technical bid will be evaluated on the "Eligibility Criteria" as stated in the tender document at para 5 (a) to 5 (d)
- j) Short listed applicants will be required to appear before the Committee nominated for this purpose for personal interview with original documents/certificates. Corporation will not reimburse any expenses on this account.
- k) Decision taken by the Committee nominated for this purpose in awarding the contract will be final and binding on all. No correspondence, whatsoever will be entertained in this regard.
- l) Canvassing of any kind will disqualify the Tenderer.
- m) If a Tenderer expires after submission of his tender or after the acceptance of his offer, the

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

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

## **2. Mode of finalization of contract:**

Commercial contracts on Konkan Railway will be awarded through open tender based on two-packet system i.e., technical and financial bid. The tenderer should offer two packets consisting of a technical bid i.e., Packet-A and financial bid ie. Packet-B. Technical bid (Packet A) and Financial Bid (Packet B) should be submitted in **two different sealed envelopes**, clearly indicating applicant's name and train no and name of the train (S) on the both envelopes. **Both these envelopes may be kept in another envelop indicating the train no. and name of the train (s), date of opening of the tender and name of the applicant.**

I) Envelope 'A' which shall be opened first and shall contain the basic documents specified as under:

- a) Name of applicant / Partnership Firm / Company competent to enter into contract under the Indian Contract Act 1972.
- b) Priority code (p1/p2/p3)
- c) Details of experience in the same field of business (for which contract he applies) along with proof thereof.
- d) Financial status - attach audited accounts and reports including balance sheet mentioning net worth and turn over of the company for the relevant years of last three years.
- e) Earnest money deposit and its details.
- f) Bank solvency certificate not older than one year should be enclosed. (An amount equivalent to twice the Reserve Price)
- g) Details of Permanent Account No. (P A N) issued by IT authorities.
- h) The applicants falling in land loser category should enclose the copies of following documents duly attested by a Gazetted Officer.
  - i. Copy of Land acquisition letter issued by Special Land Acquisition Officer, Konkan Railway.
  - ii. ' In case of land acquired by KRCL is jointly held by more than one holder they all those joint land holders of such land will be treated as land losers, Subject to certificate from concerned authorities showing the name of the land holders and details of land lost.

iii. Certificate issued by Tahsildar indicating percentage of land lost with respect to total land held by the land loser.

iv. RTC or 7/12 (Record of Rights & Geni ) of the land indicating the details of extent of land, owner etc., at the time of acquisition by KRCL or Form I & IV.

i) The details of (all the/if any) contracts along with the period and the station which the tenderer had or is having with Konkan Railway in the attached format, placed at **Annexure-C**.

j) It may be clearly noted that in case tender(s) submitted by tenderer(s) not accompanied by all or any of the documents stated above, such tender(s) would be rejected out rightly by the Authority.

k) No due certificate from station-in-charge/office-in-charge

II. Envelope 'B' ( which shall be opened after scrutiny of the basic documents of (Envelope-'A') shall only contain Form of Tender indicating financial bid to be quoted by the tender and no other documents.

The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by authorized signatories of the tenderer(s).

III. Tenderer(s) should clearly indicate the name and Address of their Firm / Company / Individual, as the case may be, on both the Envelopes and should clearly indicate the name of the work/service for which tender(s) have been invited.

IV. It may be noted that, the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation in Konkan Railway's tender(s) for a period as decided by Konkan Railway Corp. Ltd; on account of non-compliance of the following:

- (a) Acceptance of offer with immediate effect;
- (b) Payment of advance annual license fee before commencement of contract;
- (c) Payment of Security Deposit in advance.
- (d) Execution of Agreement within THIRTY DAYS of award of contract and
- (e) Commencement of the work/service as specified in award letter.

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

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

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

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

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

For all contracts awarded under competitive bidding, the sale assessment figures will not have any bearing on the existing license fee as the same is fixed under competitive bidding and also being increased at 5% annually and will be applicable up to five years. At the end of five years the license fee will be revised 10% upward once and will continue for next four years if the agreement is renewed for further period of four years. No revision in the license fee is proposed other than the annual increase Stipulated irrespective of increase/decrease in the business potential, tariff revision etc.

**4. Running of commercial contracts:** Successful contractor has to pay the following amount in advance:

- (i) License fee in advance
- (ii) Security deposit - 50% of the annual license fee in case of mobile units.

**The amount should be deposited in the form of Cash/ Demand Draft drawn in favour of Konkan Railway Corporation Ltd, payable at Belapur, Navi Mumbai.**

#### **5. Eligibility Criteria:**

- a) A firm / Company / Association of Person (AOP) / Individual who are competent to enter into a contract under Indian Contract Act.
- b) Turnover of applicant in the relevant / similar business for three years.
- c) Experience on similar establishments minimum three years for Land Loser applicant in "A" Category of stations. In case of B, D and E category of stations in case of Land Loser no minimum experience is essential.
- d) Bank Solvency Certificate.

Tender applications will be evaluated on the following priority and eligible tenderer will be awarded based on financial bidding / suitability.

Group	Contract	Priority	Code
4	In-train vending contract	1) Land loser with relevant experience and the *existing contractor on successful completion of six years tenure.	<b>P1</b>

		2) Land-losers in partnership/society with an experience contractor.	<b>P2</b>
		3) Contractor with experience	<b>P3</b>

The priorities as brought out above is applicable only on those general commercial units which are available after providing reservations criteria as per the extant rules of Corporation.

**\* "Existing successful commercial contractors" means:**

Any commercial contractor who has successfully completed six years or more in KR on the date of notification on similar commercial establishments. In case of mobile units like pantry car contracts, in-train vending, the requirement experience for similar commercial units will get expanded to any commercial catering contracts.

**5.1 Selection Procedure:** Technical bids of priority (P1) will be opened first. After technical scrutiny financial bid of those found suitable would be opened. If there are no applications under priority P1 OR nobody is found suitable after technical evaluations, bids received under priority (P2) would be considered for technical evaluation. If no applications received under priority (P1 & P2) or nobody qualified after technical evaluations, applications received under priority (P3) would be considered.

**6. Earnest Money Deposit:** The tender must be accompanied by Earnest Money Deposits (EMD) in the form of Demand Draft, Pay Order from Nationalized Banks or approved Scheduled Banks only in favour of Konkan Railway Corporation Ltd., payable at Belapur, Navi Mumbai. Tenders not accompanied by EMD will be summarily rejected.

The tenderer shall hold the offer open till such date as may be specified in the tender. It is understood that the tender documents have been sold/issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender, he will not recite from his offer or modify the terms and conditions thereof in a manner not acceptable to Chief Commercial Manager . Should the tenderer fail to observe or comply with the foregoing stipulation, the Corporation shall forfeit the earnest money deposit. If the tender is accepted, the amount of earnest money will be adjusted against the license fee.

The earnest money of the unsuccessful tenderer(s) will have as hereinbefore provided be returned to the unsuccessful tenderer but the Corporation shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession, nor be liable to pay interest thereon.

Successful tenderer has to make the payment of license fee immediately after allotment of contract. EMD amount will be forfeited if the successful tenderer does not accept offer.

**7.** Konkan Railway reserves itself the right to extend the date of receiving / opening of the bids, as well as extend the validity of the offer.

**8.** Konkan Railway reserves right to reject any or all tender(s) in part or in full without assigning any reason.

**9. Language of Bid:** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and KRCL shall be written in English language. Any printed literature furnished by the Bidder may be written in another language as long as such literature is accompanied by a translation of its pertinent passages in the English

language duly authenticated by the bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.

**10. Execution of Agreement:** Successful Tenderer (s) shall be required to execute an Agreement to license with the Konkan Railway for carrying out this service/work (In-train vending Contract) according to the Terms & Conditions of the Contract. The Tenderer whose tender is accepted shall be required to appear at the Office of the Chief Commercial Manager, as the case may be in person, or if a firm or Corporation, a duly authorized representative shall so appear, and to execute the contract documents within Thirty days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement effected by acceptance of the tender in which case the earnest money accompanying the tender shall be forfeited by the Corporation as liquidated damages for such default. Every contract shall be complete in all respect of the documents it shall constitute. Not less than five copies of the contract document shall be signed by the competent authority and the successful tenderer and one copy given to the licensee. All expenses in drawing up the agreement and the cost of the stamp duty, if any, shall be borne by the successful tenderer.

**11. Ceiling limit:** There is no ceiling limit in case of existing contractors for holding of units. In case of land losers category only one unit is applicable during tenure of contract.

12. All the above guidelines will form part & parcel of the Notice Inviting Tenders (NIT).

## Draft License Agreement for In-Train Vending Contract

AGREEMENT FOR IN-TRAIN VENDING SERVICES IN TRAIN  
NO. \_\_\_\_\_ BETWEEN \_\_\_\_\_ TO \_\_\_\_\_ OVER KONKAN  
RAILWAY TRAINS.

THIS AGREEMENT MADE on this \_\_th day of \_\_\_\_\_ Two Thousand Ten between the Konkan Railway Corporation Ltd. (a Company registered under the Companies Act ) Managing Director acting through Chief Commercial Manager/ Dy.Chief Commercial Manager of the Konkan Railway Corporation Ltd., 3rd Floor, Belapur Bhavan, Sector 11, CBD, Belapur Navi Mumbai ( hereinafter called the Corporation ) of the one part and \_\_\_\_\_ hereinafter called the "Licensee" (which expression shall include its successors, administrators, executors and permitted assigns) of the other part witnessed as follows:

WHEREAS the Corporation has been operating Railway between Mangalore to CSTM and has decided to allot in-train vending catering service for the benefit of the passengers traveling in train No. \_\_\_\_\_ ( \_\_\_\_\_ ) between \_\_\_\_\_ to \_\_\_\_\_,

AND WHEREAS the Corporation accepted offer given by M/s. -----  
& vide letter of acceptance No..... dt.....

AND WHEREAS the Corporation thus hereby entering into contract with M/s-----  
For in train vending catering service in-train No..... from-----to-----.

WHEREAS the Corporation invited tenders for in-train vending Catering service in open market.

NOW THEREFORE, this Agreement witnessed as follows:

### INTERPRETATION

. In these presents unless the context otherwise requires, the following words and expressions have the meaning and shall be interpreted as specified namely.

- (a) **'Words'** importing the singular number include the plural number and vice versa;
- (b) **'Person'** includes a firm or other association or body of individuals and a Company or other corporate body;
- (c) The **'Corporation'** means Konkan Railway Corporation Ltd. Acting through the Managing Director or through any Officer of the Konkan Railway as authorized by Managing Director for any matters with which these presents are concerned.

It is hereby agreed between the parties that

1. The Konkan Railway Corporation Limited shall during the continuance of this Agreement permit the Licensee(s) and the Licensee(s) agree/agrees to accept the sole and exclusive right to carry on the business and occupation of caterers of all articles of food for

consumption and as are suitable to the requirement of passengers and servants of the Administration in Train No. \_\_\_\_\_ between \_\_\_\_\_ to \_\_\_\_\_ for supply of \_\_\_\_\_.

2. In-train vending Contract is for the period mentioned of five years from i.e. .... However, Corporation have reserve right to discontinue the said contract for section without assigning any reason.

3. No. of Vendors Permitted:

	No.of vendors permitted
In-train-Vending	Manager – 3, Vendors-14

4. The menu / tariff rates for the items to be served in Tea/Coffee/Snacks is as per attached list and service to be rendered in all coaches. Contractor will ensure that all the items mentioned in are supplied as per approved tariff. (Annexure-----)
5. The annual license fee of Rs...../- (Rupees-----) for the period from -----to----- shall be payable by the licensee in advance. Thereafter said license fee will be increased by 5% annually and will be applicable up to five years. At the end of five years the license fee will be revised 10% upward once and will continue for next four years if the agreement is renewed for further period of four years. No revision in the license fee is proposed other than the annual increase Stipulated irrespective of increase/decrease in the business potential, tariff revision etc.
6. The Licensee shall be responsible for any damage to the coach(es) occupied by him/their or to any railway property in his/their charge or occupation when such damage in the opinion of the Corporation caused due to neglect or carelessness or any fault on the part of the Licensee or his/their agents or servants, and shall be liable to pay the cost of damage to the Corporation as per assessment made by the Corporation or other Officers authorized in this behalf the decision upon any question in this connection shall be binding on the Licensee .
7. The Licensee to keep sufficient quantity of food, tea/snacks as per mutual understanding or as per the direction of the Corporation from time to time in the said trains. All articles of food sold in the said trains by the Licensee(s) shall be fresh and of the best quality only.
8. Plastic trays / containers will not be used for serving **Tea-Snacks-Meals**. Trays / Containers made from bio-degradable eco-friendly materials only used for this purpose. Licensee will ensure that the used trays/containers, disposable glasses etc. left by the passengers are picked up by his vendors and disposed off away from the station premises.
9. Sufficient number of vendors subject to a maximum number of 14 are to be deployed in the train so that the service can be rendered in all the coaches completely. List of vendors with name so deployed should be furnished to the Chief Commercial Manager, Konkan Railway Corporation Ltd., and 3rd floor, Belapur or Sr.Regional Traffic Managers.
10. The Licensee shall offer for sale only good and wholesome articles at the rates approved by the Corporation from time to time and shall give the prescribed weight / numbers. A tariff of the articles that he sells, showing their rates as approved by the Corporation shall be produced for information to the traveling public. The Licensee and his salesmen shall sell all such articles as aforesaid in the train only and not allowed to sell any food and meals on station premises.

11. Upon breach by the licensee of all or any of the terms stated above and / or if in the opinion of the Corporation the licensee and / or his staff is not conducting sales in a satisfactory manner and / or if in the opinion of the Corporation or other officer of the Corporation duly authorized on its behalf a complaint made by the public be substantiated, the Corporation or other officer of the Corporation duly authorized on its behalf or the Chief Commercial Manager of the Corporation may at their/his discretion impose a penalty not exceeding Rs.10,000/- ( rupees ten thousand only ) which the Licensee agrees to pay or may at their or his discretion summarily and without notice or compensation, at any time during the period of this agreement, and without prejudice to any other rights or remedies to which the Corporation may be entitled under this Agreement or by law terminate forthwith these presents and forfeit all license fees and other sums that may have been paid by the Licensee hereunder.
- Upon the cancellation of these presents in the manner aforesaid the Licensee shall forthwith vacate and remove all his property there from within 48 hrs from the date of cancellation.
12. "The Licensee or a duly authorized and competent Manager, Vendor appointed and paid by the Licensee shall remain present in person to manage and supervise the business to be carried on under the provision of this agreement and to see that the obligation of the licensee(s) under the agreement are duly performed and observed. The Licensee(s) shall also himself / themselves exercise personnel supervision over the business and maintain record of such supervision which should be certified by Dy.Chief Commercial Manager / Sr.Traffic Manager or any officer appointed by the Corporation.
  13. The Licensee(s) or his/their Manager shall, in the event of temporary inability of his/their own any of his/their part to vend or supervise the work due to indisposition or any other unforeseen cause, ensure the continuity of the supply to the traveling public by temporary arrangements with the prior approval of the Corporation.
  14. The Licensee(s) shall for the purpose of fulfilling his/ their obligation under the agreement provide servants who shall be of good character, fit, well, behave and skillful in their business. The Licensee(s) or his/their servants shall wear such uniform and metal badges as may be approved by the Chief Commercial Manager. The uniform and the metal badges will be provided by the licensee(s) at his/their costs. The Licensee(s) shall discharge from his/their service and employee who shall in the opinion of the Corporation mis-conduct himself or be in any way unfit or unsuitable for the purpose of business to be carried out in the train.
  15. The Licensee shall pay not less than the fair wages to the workers engaged by him , the fair wage being the wages paid for a similar work in the neighborhood and shall otherwise comply with the provisions of the payment of Wages Act, 1936 and The Minimum Wages Act or any statutory modification or re-enactment thereof, or rules framed there under. The Licensee shall keep a proper record of such payment etc., and submit a certificate every month to the Corporation of his having done so. The records shall be open to inspection by the Corporation or any persons authorized by them. The Corporation shall have the right to terminate the License if in their opinion (which shall be final and binding on the parties) the licensee is not conforming to the above condition

(after being given 30 days notice) in writing in respect thereof.

16. The Licensee will at all time duly observe the provision of the Employment of Children Act XXVI of 1938 and any re-enactment or modification of the same and will not employ or permit any person to do any work for the purpose of or under the provisions of this Agreement in contravention of the provisions of the said Act.
17. The Licensee(s) shall be responsible for compliance with provisions of the Hours of Employment Regulations in respect of the staff employed by him/them in the manner decided upon by the appropriate authorities.
18. The Corporation is exempted from all liability howsoever caused, under the Workmen's compensation Act 1923 in respect of injury effected by or the death of the Licensee or servants employed by him and the Licensee shall indemnify the Corporation from and against all claims made under such Act and all costs and expenses incurred by the Corporation in respect thereof.
19. The Licensee(s) shall be responsible for compliances with the provision of untouchability (offences) Act, 1955 and ensure that the provision made therein are strictly complied with. Any disregard of the provision of the said Act shall entail termination of the said agreement.
20. The Licensee(s) shall maintain for himself / themselves or his/their duly approved managers and his / their staff and attendance registers wherein shall be marked the daily attendance of each individual member of the staff by name(including himself/themselves or duly approved managers). This register shall be available for inspection by the Sr.Traffic Manager or any officer of the Corporation.
21. The Licensee(s) shall employ persons of good characters. Any persons whose antecedents have not been investigated by the police authorities should not be deployed.
22. The Licensee(s) shall present himself/themselves if he/they is/are having personnel dealing with the customers and also send each servant before appointment to the Chief Medical officer or medical attendant authorized by him for medical examination and after appointment shall send each servant for periodical medical re-examination at regular intervals as decided by Corporation from time to time. He/they shall also present himself / themselves for medical examination at the same intervals if he/they deal personally with customers.
23. "Under Rule 9 of the Prevention of Food Adulteration Rules 1955 the Food Inspector or any person authorized by the Corporation may procure and send for analysis, sample of the aerated soft drinks, which he has reason to suspect of being manufactured, stocked or sold or exhibited etc., for sale in contravention of the provision of the act or Rules framed there under. Samples can also be collected by competent officials and authorized Inspectors of the Corporation for examination under quality control. If the aerated soft drinks thus collected is found to be adulterated or sub standard whether examined under P.F.A. Act or Quality Control of the Corporation, the Corporation shall have full powers at its discretion to impose any penalty with a minimum of Rs.1000/-and up to Rs.10000/-and to file a case under PFA Act and also terminate the agreement forthwith in case of repeated lapse on the part of licensee in this regard".

24. The Licensee should also arrange to have his staff tuberculin tested and B.C.G. vaccinated and screened or X-rayed at any State Government Centers at his cost and produce the certificate to that effect at the time of their appointment and at subsequent periodical re-examination. If the Licensee fails to present himself or his staff for medical examination as herein required he shall be liable to pay a fine in the same way as is provided in this agreement for a complaint against the Licensee.
25. The Licensee hereby agrees to obtain all licenses which he is required by law to obtain and at all times to duly observe the terms and conditions of such license.
26. The Licensee shall personally supervise the business. The Licensee shall personally attend to all negotiations as well as correspondence with Corporation on the following matters:-
  - a) Extension / renewal of contracts / allotment of additional facility/ increase in number of vendors etc.
  - b) Policy matters.
  - c) Complaints and other matters relating to performance of the contract.
27. In the event of the failure of the Licensee, his/their agents or servants, at any time during the continuance of this agreement to duly observe and comply with the provision of the said Act, or any re-enactment or modification thereof for the time being in force, or in the event of failure on the part of the Licensee his/their servants or agents, to duly observe and comply with the provision of this clause. The Corporation without prejudice to its other rights and remedies whether under this agreement or by law and without prejudice to any penalty to which the Licensee, his/her servants or agents, may be subject under the provisions of the Untouchability (Offence) Act, 1955, shall be entitled to terminate this agreement forthwith and without any notice to the Licensee, and the Licensee shall not be entitled to claim any compensation or damage from the Corporation on account of such termination.
28. The Licensee(s) agree(s) that nothing but articles of food of the nature mentioned in the tariff shall be offered or exposed for sale and shall be vended in the manner and subject to the inspection and approval of the Corporation or any other officer appointed in this behalf by the Corporation. The Licensee(s) further agree(s) that each and all of the articles and other stores including everything that is sold shall be of the best of kind and description and of the quality, brand and price approved by the Corporation. The Corporation shall be entitled to demand to the immediate removal or destruction of all or any other article and other stores which it may consider not to be of suitable quality or otherwise injurious to public health and the Licensee(s) shall forthwith comply with each and every demand made by the Corporation and shall not be entitled to any compensation for the value of any such articles which he/they is/are so required to remove or destroy.
29. In the event of services of the Licensee(s) not being found satisfactory and up to the mark or if there are persistent complaints/adverse inspection reports, the Corporation shall depute a Catering/Commercial Inspector to supervise the functioning of the

Licensee(s) for a period up to a fortnight, as and when considered necessary, and in that event, the cost of the Inspector so deputed shall be recovered from the Licensee(s).

30. The Licensee(s) shall charge from the public for meals, refreshments, etc. as such prices only as have been agreed upon and approved by the Corporation from time to time and the Licensee(s) shall keep a tariff or list of such prices in such manner and place as the Corporation may from time to time direct, failing which Corporation shall have full powers at its discretion to impose any penalty up to Rs.1000/-.
31. The Licensee(s) shall maintain a proper account of the sales turnover and expenditure, etc. Incurred by him/them in connection with the aforesaid license and shall submit a periodical statement of such sales turnover and expenditure, etc. to the Corporation from time to time as and when called upon by the Corporation. The Licensee(s) further agree(s) that the Account Books in respect of the aforesaid license shall be open for inspection at any time to any official so authorized by the Corporation without any notice.
32. The Licensee(s) shall if so required keep in hand at such times and seasons as the Corporation may direct a sufficient and liberal supply of ice for the general consumption, such ice shall be sold at rates approved by the Corporation. The Licensee(s) shall also keep an adequate supply of drinking water which must be boiled beforehand if considered necessary by the Corporation and kept in clean and covered vessels in a cool place.
33. The Corporation may prohibit the sale of particular items when Licensee(s) is/are not in possession of such equipments as the Corporation consider necessary for the preparation, storage and sale of such items under satisfactory and hygienic conditions and such restrictions will remain effective till such time as the Licensee(s) is/are in possession of the equipment considered necessary. If satisfactory equipment is available with the Licensee(s), but is not used properly, the sale of items concerned may be prohibited.
34. Inspections: The Corporation or other Officer of the Corporation duly authorized on its behalf, may, in its or his sole discretion if considered necessary to improve the service rendered by the Licensee(s) in pursuance of the subject contract, may depute a Catering/Commercial or any other Inspector to supervise the functioning of the Licensee(s) for any period as may be deemed fit. The cost of the inspector so deputed will include his pay and other emoluments allowances for the period of such deputation and, shall be recovered from the Licensee(s). The decision of the Corporation or such other authorized officers, regarding the necessity to improve the service, the deputation of any Inspector, the period for which such Inspector is to be deputed and the emoluments etc., of such Inspector payable by the Licensee(s) shall be final and binding upon the Licensee(s). The Licensee shall pay the amount of such emoluments etc., without the demur merely on a demand by the Corporation failing which the Corporation may recover the same from the Licensee(s) in the same way as other sum due and payable by the Licensee(s). The contractor should give full cooperation to the nominated KRCL officials or the authorized officials for inspection of the in-train vending.
35. The Corporation will reserve the right to impose penalty for any unsatisfactory services of licensee and adjudged by the Corporation on the basis of inspection, adverse reports, public complaints, court judgments, etc. The decision of the Corporation in either of the cases will be final

36. The Licensee(s) shall ensure that the foodstuff are not retained in cooking vessels after preparation but are removed and kept in suitable receptacles.
37. The Licensee(s) shall stop selling, when required by the Corporation any or all of the articles enumerated in the tariff on the occurrence of dangerous epidemics in the neighboring and for as long as it is considered necessary without claiming compensation from the Corporation for any such period during which the sales have been stopped.
38. a) The Licensee, his agents and servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by the Corporation or any other Department of Government and or local body or administration in force from time to time and to the business which the Licensee is allowed to carry on under this Agreement and to the area in which the said premises are located.  
  
b) The Licensee shall ensure compliance of Labour Laws e.g. For registration with EPFO and ESI purposes and the Licensees / Company / Agency shall be register under provision of section 07 of Contract Labour Act too.
39. a) The Licensee will obtain necessary permits as required under law in operation from time to time. The licensee will be bound by Labour laws and other State/Central laws as applicable.  
  
b) The licensee should comply all the statutory registration like Service Tax, Sales Tax and EPF. The licensee shall also pay all taxes viz. Sales Tax, Service Tax etc. Whatsoever payable or here after to become payable to State/Central Govt. , Municipality or any other local body and maintain proper record of such payments and keep the same open to inspection by the Corporation or any other person authorized by the Corporation
40. The Licensee(s) shall also pay all rates, taxes and assessment, whatsoever payable or hereafter to become payable to the Government, Municipality, or any other Local Body.
41. The licensee(s) shall not sell or bring in the coach, cooked or uncooked beef or any the part of the cow's flesh, bacon, ham or pork.
42. The Licensee(s) shall not stock or sell or permit to be brought in and use wine, beer or other spirituous liquors, cocaine, opium, morphia, ganja (hemp) and any other intoxicants within the said coach.
43. Assigning, subletting or transferring any interest in the whole or any part of this License or any interest herein is prohibited and is liable to result in termination of the Agreement.
44. All notices, communications, references and complaints made by the Corporation or the licensee concerning this agreement shall be in writing, and notice, communication, reference or complaints not given in writing shall not be recognized.
45. The licensee shall indemnify and save the Corporation from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Corporation by reason of any act or

omission of the licensee, his agents or employees, in the operation of the contract or in the guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Corporation without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

46. The licensee shall pay an amount of Rs.....towards security deposit for the due and complete performance of the provision of the agreement. The security deposit is calculated on the present license fee and same will be revised as and when license fee will be revised. The Corporation reserve the right at any time and from time to time, to appropriate, apply and use the Security deposit aforesaid or any part thereof in or towards payment of satisfaction of all or any sum or sums which shall become due or owing by the licensee to the corporation under this or any other agreement but the provision of the clause shall nor prejudice any other remedies which the corporation may be entitled to take or enforce for the recovery of any such sum or sums.

The Security deposit referred to above may be confiscated by the Corporation in the event of any breach on the part of the Licensee of the terms of this Agreement or in the event of any thing becoming payable by the Licensee to the Corporation and this notwithstanding any other rights and remedies of the Corporation at law or by virtue of this agreement.

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

47. Misuse of traveling authority: The Licensee or his agents/servants shall not use Railway travel authority except in connection with Railway work.
48. Bonafide travel by licensee's staff: The Licensee shall not permit any one except their bonafide staff to travel in the train and shall not carry in the train any article of any description other than those required for the fulfillment of this license. The staff of the licensee will carry valid travel authority and medical fitness certificate to be issued by the Corporation on the request of the licensee and identification card duly attested by the Licensor. Any articles found in excess of the ordinary requirement of supply will attract such penalty as the licensor may impose. In the event of breach of this condition the licensor may cancel this agreement forth with without any notice and the Licensee shall in such circumstances, not be entitled to any compensation whatsoever.
49. Procedure in case of loss of travel authority: The loss of traveling authority shall be immediately reported by the licensee to the nearest enroute Station Master of the Corporation and to the corporate office and cost of such loss as per Corporation rules and such penalties as prescribed by the Corporation shall be paid by the licensee.
50. Penalty on travel without authority: If the employee of the licensee is found traveling without traveling authority issued by the competent authority in such case penalty upto Rs.500/- per vendor/employee will be imposed.
51. Enquiry into the antecedents of the 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/1st Class Magistrate and shall issue an appointment certificate (signed by the licensee) – The licensee shall issue identity cards to his staff which shall contain a photograph of the employee 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 and assurance of identity cards shall be borne by the licensee.”

52. Nothing herein contained shall purport or operate to declare assign, limit or extinguish whether in present or in future in favour of any person any right, title or interest whether invested or contingent in the said premises and these presents shall in all respects be construed as a License.
53. The Corporation is exempted from all liability howsoever caused, under the Workmen's compensation Act in respect of injury effected by or the death or the Licensee or servants employed by him, and the Licensee shall indemnify the Corporation from and against all claims made under such Act and all costs and expenses incurred by the Corporation in respect thereof.
54. In the event of or any breach of any of the terms and conditions of this agreement committed by the licensee and / or his agents/servants or any person acting for and on his behalf or under his authority or permission or in the event of licensee or anyone acting on his behalf fails to observe or act according to any reasonable directions of the Corporation in connection with this agreement, the Corporation or their representative authorized in this behalf, shall have the right at his entire discretion and without prejudice to any other rights, remedy or relief to which he may otherwise be entitled to under this agreement or under any law for the time being in force, to revoke and terminate this agreement forthwith. Upon cancellation of this agreement in the manner aforesaid, the licensee shall forthwith stop all his sales and remove all his property there from within the time as would be specified by the Corporation or their authorized representative in this respect.
55. This agreement shall be deemed to come into force and have effect from xxxxxxxx for a period five years and shall be terminable on xxxxxxxxxx and subject to the provision for earlier termination herein contained remain in force.
56. The tenure of contract will be five years which may be renewed for a further period of 04 years. The contract may nevertheless be terminated by either party by giving notice

**Arbitration Clause:**

57. All questions, disputes and/or difference of any kind arising out of or in connection with this agreement or in any way touching or relating to or concerning the construction, meaning or effect of these presents (except as to matters the decision where of is otherwise herein before expressly provided for) shall be referred to the sole arbitration. The Chief Commercial Manager of the Corporation or in case his designation is changed or his office is abolished, to the sole arbitration of the officer who for the time being is entrusted, with the functions of the Chief Commercial Manager, of the Corporation by whatever designation such officer may be called (hereinafter referred to as the said officer). Chief Commercial Manager for the time being of the Corporation or the said officer is unable or unwilling to act, to the sole arbitration. There is no objection to the appointment of the arbitrator who is an officer of the Corporation and had to deal with matters to which this agreement relates and that in the course his duties as an officer of the Corporation he had

expressed views on all or any of the matters in dispute or differences. The award of the arbitration so appointed shall be final and binding on the parties hereto.

58. The Corporation shall reserve the right to impose penalty for any unsatisfactory services of licensee and adjudged by the Corporation on the basis of inspection, adverse reports, public complaints, court judgments, etc. The decision of the Corporation is in either of the cases will be final.

59. Termination Clause:

The contract will be terminated automatically after completion of tenure i.e.05 (Five) years or as mentioned at the para No.60 However contracts can also be terminated in between period due to “unsatisfactory performance” during contract period. The following items would constitute unsatisfactory performance leading to termination of the contract.

- 1) Use of in-train vending contract for any other purpose than the contract is awarded
- 2) Sale of unauthorized items.
- 3) Overcharging.
- 4) Delay in payment of dues.
- 5) Poor quality of service.
- 6) Complaints from the serving public.
- 7) Adverse inspection report by authorized KR representative
- 8) Subletting
- 9) Un lawful behavior of the licensee or his agents/staff.

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

**60. The Corporation is free to discontinue the contract during the contract period in case of decision to attach Pantry car to the said train. In such case license fee will be refundable on pro-rata basis.**

61 In the event of the death of the licensee the legal heirs of the deceased (viz. wife, husband, son, daughter, widowed dependant daughter, daughter in law) may be allowed to continue for the un-expired portion of the contract purely at the discretion and permission of Corporation on production of the legal heir ship certificate subject to fulfilling the terms and conditions stipulated in the agreement.

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

63. Without prejudice to any other rights, remedies and actions herein above provided, if the Chief Commercial Manager duly authorized in this behalf, may, at his sole discretion if considered necessary to improve the service rendered by the Licensee(s) in pursuance of this agreement, may depute a Catering/Commercial or any other Inspector to supervise the functioning of the Licensee(s) for any period for which the Corporation may deem fit and proper.

64. **Delay in payment:** Payments of the annual license fee to be made in advance as per the stipulated time mentioned in the letter of acceptance. The delayed payment will attract interest @ 18% p.a. calculated for the number of days of delay. The days of delay means the time taken for payment of license fee from due date as mentioned in the demand letter by the

Corporation.

- 65. All sums payable under this Agreement shall be paid by Demand Draft drawn in favour of the Financial Adviser and Chief Accounts Officer, Konkan Railway Corporation Limited, Belapur, Navi Mumbai or cash except security deposit which will be furnished in the form of Bank Guarantee of scheduled bank.
- 66. This agreement will be governed by Indian laws and jurisdiction of the court for any dispute will be at Mumbai and Navi Mumbai

In witness whereof the said parties hereto have hereinto set their hands the day year first above written

Signed by Shri.....

Sr.Regional Traffic Manager  
Konkan Railway,

For and on behalf of the  
CCM/KRCL in the  
Presence of

Shri.....

.....

WITNESS:

Signed by Shri.

.....

the Licensee in the presence of

Witness:

Witness:

Signature (1) ..  
Name ..  
Address ..

Signature (2) ..  
Name ..  
Address ..

SIGNATURE OF THE LICENSEE

Sr. REGIONAL TRAFFIC MANAGER

## Annexure-E

Items / Rate permitted for sale of Tea/ Coffee/Snacks In-Train Vending Services over Konkan Railway			
SN	Name of the items	Quantity	Rate in Rs.
1	Standard tea (150 ml) in disposable cups (Kullhar) 170 ml capacity	150 ml	4.00
2	Tea with tea bag (disposable cups)	150 ml	5.00
3	Coffee using instant coffee powder (150 ml in disposable cups) or kulhar of 170 ml	150 ml	6.00
4	Tea in pots (285 ml) + 2 Tea bags + 2 Sugar Pouches	285 ml	6.00
5	Coffee in Pots (285 ml) + 2 Tea bags + 2 Sugar Pouches	285 ml	10.00
6	Special Masala Tea (150ml) in disposable cup or kulhar of 170 ml		05.00
7	Packaged Drinking water 1 liter bottle (chilled)`	1 litre	12.00
8	Bread butter-2 slice with 10 gms butter		11.00
9	Dosa plain (each)	60 gms.	14.00
10	Medu Wada (per plate 2 nos) with chatani	30 gms each	12.00
11	Dal wada (per plate 2 nos) with chatani	30 gms each	12.00
12	Idli (per plate 2 nos) with chatani	40 gms each	11.00
13	Potato Wada (per plate 2 nos) with Chastain	25 gms	11.00
14	Wada Pav (Wada 40 gms-1,pav-1)	40 gms	5.00
15	Samosa (40 gms-1.pav-1)	1 nos	5.00
16	Bread Slice 2 nos		2.00
17	Kanda Bhaji (Onion Pakoda)	100 gms	6.00
18	Soda	1 bottle	MRP
19	Energee	1 bottle	MRP
20	Soft Drinks	1 bottle	MRP
<b>21</b>	<b>Standard Break-fast (in casseroles)</b>		
(i)	Vegetarian	--	16.00
(ii)	Non-Vegetarian	--	21.00
22	Puri bhaji in casseroles (3 parothas/07 puries/Mix Vegetables/all/Pickle)	340 gms	14.00
23	Janata Khana (in card board boxes)		10.00
24	Economy Meals		14.00
	<b>Casserole Meals</b>		
	(i) Vegetarian		27.00
	(ii) Non-Vegetarian		33.00
<b>25</b>	<b>Standard Thali Meals</b>		
	(i)Vegetarian		22.00
	(ii) Non-Vegetarian		30.00
26	Wafers		MRP
27	Chikki		MRP
28	Channa		Local Rates
29	Ground Nut		Local Rates
30	Biscuits		MRP

Items / Rate permitted for sale of Meals In-Train Vending Services over Konkan Railway			
SN	Name of the items	Quantity	Rate in Rs.
1	Standard tea (150 ml) in disposable cups (Kullhar) 170 ml capacity	150 ml	4.00
2	Tea with tea bag (disposable cups)	150 ml	5.00
3	Coffee using instant coffee powder (150 ml in disposable cups) or kulhar of 170 ml	150 ml	6.00
4	Tea in pots (285 ml) + 2 Tea bags + 2 Sugar Pouches	285 ml	6.00
5	Coffee in Pots (285 ml) + 2 Tea bags + 2 Sugar Pouches	285 ml	10.00
6	Special Masala Tea (150ml) in disposable cup or kulhar of 170 ml		05.00
7	Packaged Drinking water 1 liter bottle (chilled)	1 litre	12.00
	<b>Standard Items</b>		
8	Veg.Special Break Fast in Casserole		20.00
9	N/Veg-Spl Break fast in casserole		22.00
10	Veg.Meals in casserole		35.00
11	Non-Veg meals in casserole		41.00
	<b>A-LA-CARTE Items</b>		
1	Tomato Soup	150ml	14.00
2	Veg Sand witch	Per plate	21.00
3	Chutney Sand witch	Per plate	21.00
4	Onion Salad	70 gms	6.00
5	Veg.Spl Meals	350 gms	36.00
6	Veg.Fried Rice	500 gms	38.00
7	Veg Manchurian	350 gms	41.00
8	Veg.Noodles	500 gms	38.00
9	Veg Soup	150ml	21.00
10	Fruit Salad with Custard	150gms	21.00
11	Gulab Jamun/Rasgulla	2 pieces	21.00
12	Shira & Upma	150 gms	21.00
13	Veg.Biryani	350gms	43.00
14	Milk (with Sugar)	200 ml	14.00
15	Boiled Egg	1 nos	6.00
16	Bread Butter	2 slice	14.00
17	Chicken Biryani	350 gms	60.00
18	Cheese Sand witch	Per plate	27.00
19	Egg Curry	150 gms	27.00
20	Chicken Lollipop	04 pieces	55.00
21	Kaju Badam Masala Milk	150 ml	14.00
22	Ice-Cream		MRP
23	Goan fish curry rice with boiled egg		55.00
24	Egg fried in casserole		50.00
25	Egg Noodle		50.00
26	Chicken Ginger		55.00
27	Chicken Garlic		55.00
28	Egg Biryani	350 gms	43.00
29	Chicken Masala	225 gms	62.00

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

1)	Name of Contract	:	
2)	Priority Code (p1/p2/p3)	:	
3)	Name of Train	:	
4)	a) Full Name of the applicant b) Permanent address (Please enclose a copy of Ration Card) c) Telephone Number	: : : :	
5)	Previous experience in the field of contract applied for. (attach copies of relevant documents)	:	
6)	In case of Company-Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business etc.	:	
7)	a) Details of land acquired by Konkan Railway (attach attested copy of proof) b) Total land holding and percentage of land given to Konkan Railway	: :	
8)	Details of catering establishments/base kitchens with modern equipments and gadgets- Addresses, telephone numbers, contact persons of the above establishments of the bidder.	:	
9)	Financial Standing: (attach certified proof)	:	
10)	Details of Earnest Money Deposit	:	DD No. _____ Date _____ Rs. _____ Bank _____
11)	Copy of the Income Tax Return of last completed financial year be enclosed.		
12)	Existing/present establishment holding of the bidder over Konkan Railway.		
13)	In-train vending services in Passenger and Mail/Express- Train no.(s) and name		
14)	Refreshments/Tea-stall etc. at Konkan Railway stations-Name of the Unit and stations		
15)	Permanent Account Number (PAN)		

NOTE : Please attach attested copies of Documents / testimonials.

1. Konkarn Railway reserves the right to inspect establishments/base kitchens etc. Or through Commercial Supervisor or as notified by Corporation
2. Financial bid "Packet-B", will be opened only after short-listing the bidders on the basis of "Packet-A".
3. Konkarn Railway reserves the right to cancel the Tender Process at any time without assigning any reasons.
4. Tenders received after last due date and time shall not be entertained. KRCL shall not be responsible for postal delays/loss.
5. The details, as required in "Packet-A" may be given along with required supporting documents.
6. Incomplete Tender shall summarily be rejected.
7. Tenders not accompanied with EMD, in the appropriate form, shall summarily be rejected.

**(Stamp Paper of Rs.100)**

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

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

Place :

Date :

(SIGNATURE OF APPLICANT)

## KONKAN RAILWAY CORPORATION LIMITED

(PART –2 FINANCIAL BIDS)

Form No:
----------

I/We accept the terms and conditions mentioned in the Bid documents which have been clearly understood by us.

1. I/We have duly signed on each page of the Bid Document.
2. I/We further certify that we are ready to provide Catering and In-train vending services within timeframe given by the Konkan Railway, and as per the terms and conditions of the Bid document and in the Agreement to be executed between the parties.
3. I/We understand that Konkan Railway reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
4. Reserve price of License Fee payable per annum are as under :

My/Our financial Bid is as under:-

Sr. No	Name of the train	Section	Service	Reserve Price (Rs.)	To be filled by the bidder
1	<b>Train No.2620 Matsyagan dha Express</b>	Mangalore to Karwar	Tea/Snacks	<b>6,54,180/-</b>	Guaranteed annual License fee (in Rs.)  Figures
2		Karwar to Kudal	Dinner	<b>6,53,750/-</b>	Guaranteed annual License fee (in Rs.)  Figures

Note: In case of discrepancy in the amount quoted in figures and words, the amount written in words will be taken into consideration.

5. The financial offer will remain open for acceptance for 180 (one hundred eighty) days from the date of submission of tender.

6. Any offer less than the amount mentioned in item 4 shall be rejected.

Note: - Any overwriting, correction or insertion will not be accepted.

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

Place:

Date:

(SIGNATURE OF APPLICANT)

## Annexure-C

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

- a) NATURE OF LICENCE : \_\_\_\_\_  
 CONTRACTS HELD : \_\_\_\_\_
- b) PLACE OF LICENCE : \_\_\_\_\_
- c) PERIOD OF LICENCE(S) : \_\_\_\_\_  
 CONTRACT(S) : \_\_\_\_\_
- d) CLEARANCE CERTIFICATE FROM THE STATION-IN-CHARGE/Office-In-Charge IN RESPECT OF NO DUES TO BE ATTACHED  
 \_\_\_\_\_  
 \_\_\_\_\_
- e) NAME AND ADDRESS OF SPOUSE / LEGAL HEIRS OF THE TENDER(S)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SIGNATURE OF THE

TENDERER

NB: a) In case of NIL report the Performa must be filled with NIL Report and submitted duly signed.

b) In case the above space is not adequate, the details (a to d) on the additional sheets, duly signed may be attached.

( To be submitted along with Technical Bid.)

### Details

Train No.	T.No.2620up (Matsyagandha Express) Ex.Managalore to Lokmanya Tilak Terminus
Frequency	Daily
Running between	Ex-Mangalore                      LTT Dep 14:40                              Arr 06:35
Section of Service	Mangalore-Karwar- Kudal
Details of Coaches	
Number of berths/seats in each coaches	