भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
(रेलवे बोर्ड RAILWAY BOARD)

No. 2017/TG-III/461/1 New Delhi, dated 15.05.2023

Principal Chief Commercial Managers,
All Zonal Railways.

Sub: Special Conditions of Contracts for MPS (Multi Purpose Stalls) units to be awarded under e-Auction Policy.

Ref: (i) FM Circular No. 11 of 2022 dated 13.06.2022.
(ii) FM Circular No. 9 of 2023 dated 13.04.2023.

This is in reference to FM Circular No. 09 of 2023 vide which Addendum for MPS contracts to 'Policy' and 'Standard Conditions of Contract' for Commercial Earning and NFR contracts awarded through e-Auction was issued.

As per para 33 of FM Circular No. 11 of 2022 dated 13.06.2022, *the Special Conditions of Contract for lots of different categories shall be prepared by the concerned Directorate in Railway Board or by the concerned Zone/Division based upon existing policy guidelines and lot specific requirements*.

In view of the above, Special Conditions of Contract (SCC as Annexure-A) along with Annexure -A1 to A3 for MPS Units are enclosed for necessary action by the Zones/Divisions.

Encl: (1) Annexure-A (Page No. 1 to 7)
(2) Annexure A1 (Page No. 8)
(3) Annexure A2 (Page No. 9)
(4) Annexure A3 (Page No. 10)

15/5/23

(Sumeet Singh)
DTCG as Dir(T&C)
Railway Board

Copy for information and necessary action to MD/CRIS, Chanakyapuri, New Delhi.

Annexure-A

Special Conditions of Contract for e-Auction of MPS (Multi Purpose Stall) Units

1. Scope of Work

The Licensee shall be provided with a licence for a Multi Purpose Stall (MPS) number located at _____ in_____ station of _____ category of the Zonal Railway.

The Licensee shall provide Multi Purpose Stall Service as defined below:

1.1 Sale of artefacts, items of local and regional importance, Proprietary Article Depot (PAD) items as approved/shortlisted by the Railway, Packaged Drinking Water (PDW) as approved by Railway, books/magazines/newspapers, chemist stall items – Over The Counter (OTC) medicines and non-pharmacy items viz. dry/spray milk powder etc. as per laid down guidelines and policy directives issued by Railway from time to time and any other applicable statutory regulations through the Multi Purpose Stall (MPS).

1.2 The PAD items are Zonal Railway approved brands/shortlisted of snacks, biscuits, confectioneries, fruit drink, aerated drink, namkeen chips, ice-creams, flavoured milk,. The licensee shall sell only the Railway approved PAD items. The weight and the rate of the PAD items should not vary from the open market.

1.3 It is mandatory for the licensee to sell Rail Neer (Packaged Drinking Water – 1000 ml and 500 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 IRCTC/Railway, the Licensee shall be permitted to sell only packaged drinking water of brands as approved by Zonal Railway.

1.4 Books/Magazines are books on varied subjects viz. literature, history, children's literature, fiction, travel, light reading, art, culture, current affairs, professional interests, national integration etc. in English, Hindi and regional languages. The Licensee shall also display and sell books pertaining to Indian Tradition, Culture, Values, Morals and History.

1.5 It is mandatory for the licensee to sell the Zonal Railway Time Table and "Trains at a Glance" and any other official publications made by the Divisional /Zonal Railway/ IRCTC. The licensee shall display prominently the availability of the above publications.

1.6 Over the Counter Medicines (except the medicines prescribed by medical practitioners) are the medicines which do not require a Medical practitioner's prescription.

1.7 The licensee is permitted to sell the items that satisfy the passenger's essentials and incidental to travelling like locks, chains, inflatable Pillows, towels, napkins, games, toys, toiletry items, batteries, local handicrafts, gift items, curio items, packed snacks/biscuits & beverages, chocolates, mobile recharge coupons, etc.

1.8 Sale of all types of obscene, scurrilous, smutty, pornographic, offensive or objectionable publications including pirated books is prohibited. The Licensee shall not sell items banned for sale by any Government Authority in the Railway premises. If sale of unauthorised /banned / offensive items is detected in contravention to the approved items, Railway administration shall take appropriate and necessary penal action against the licensee as per the Railway Act.

1.9 In addition to the licence fee, the licensee shall pay the electricity charges on actual consumption basis.

1.10 The licensee is bound by the tariff of the items provided in **Annexure -A1** of this document which is inclusive of GST. All taxes payable on account of grant of license shall be borne by the Licensee exclusively and that Railway shall not be responsible towards the same at any time during the term. In the event that any new tax is imposed or an existing tax enhanced under a governing law, then the licensee shall be permitted to collect the new/revised tax from the passengers and the liability of payment of such tax to the Government shall also be borne by the licensee.

1.11 Railway reserves the right to change the items and tariff at any time after award of license.

1.12 In addition to the above mentioned GST, the licensee shall pay the GST on licence fee at applicable rate to the Railway and the same will be paid to the concerned Department by the Railway.

1.13 Licensee shall set up the Multi Purpose Stall in the area/space identified by Railway and as per the approved size and dimension, detailed specification (standardised design) as given by Railways to maintain uniformity.

1.14 No Platform vending is permissible.

1.15 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 station /circulating 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 labelled, cleaned and sanitised regularly.

1.16 The number of persons to be deployed on a Multi Purpose Stall will be decided by the Railway. The persons deployed at Multi Purpose Stall shall not claim any right against the Railway.

1.17 The licensee will arrange his own equipment as required in the stall for satisfactory provision of services.

1.18 The licensee shall not sublet or assign this license. However, transfer of license to the nominated legal heir would be allowed in the event of death of the original licensee in accordance with para 16 of the Multi Purpose Stall Policy CC 61/2017.

1.19 Railway may terminate the licence in the event of default/material breach/any failure at any time on the part of the licensee to run the stall as per the provisions of the Multi Purpose Stall Policy (CC 61/2017) and the terms and conditions of this document.

1.20 The licensee will be allowed to hold up to five (5) Multi Purpose stalls per division. However, a licensee can hold a maximum of ten (10) Multi Purpose stalls over the Zonal Railway in terms of Para 10 of Multi Purpose Stall Policy 2017. The bidders shall be required to provide an undertaking in this regard on non-judicial stamp paper as per the format in **Annexure - A2.**

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2. Other Conditions for MPS Units

2.1. 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.

2.2 Display of items with tariff

The Licensee shall exhibit menu, tariff and list of other items to be sold in the Multi Purpose Stall (MPS) 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 Multi Purpose Stall (MPS) and provided to the passengers on demand. The Licensee shall seek prior approval of the Railway before printing of menu cards. There shall be compulsory and prominent display arrangements of tariff in the unit

2.3 Cashless Transaction Facility and Issue of bills.

The licensee shall mandatorily provide the facility for cashless transaction viz. POS/Swipe machine/BHIM/Mobile Wallets/Bharat QR code, etc at the MPS Unit. The Licensee shall issue proper bill(s)/receipts(s) against the sale of food and other items to the customers of the Unit. The licensee shall also ensure computerised billing for all the items sold in the unit.

2.4 Sale of items with the Railway's prior approval

The Licensee shall not sell items other than those approved by the Railway. The Licensee shall not sell/distribute tobacco products, wine, beer or any other alcoholic drink or any other item prohibited by law on the Multi Purpose Stall (MPS). Further, the Licensee shall not use beef/pork in any form in any food items served to customers. If sale of unauthorised items is detected in contravention to approved items, Railway may seize such items and the unauthorised seized items shall be disposed off as per policy of the Railway in addition to any penalty to be imposed for such contravention.

2.5 Right of user only

The Licensee will only provide the Multipurpose stall services on the Multi Purpose Stall (MPS) and will have the right of user only on leave and license basis.

2.6 Compliance of Food Adulteration Laws and other statutory laws

The Licensee shall be responsible for compliance with all applicable statutory laws such as provident fund, labour laws or any other applicable laws for the time being in force. The licensee shall comply with Food Safety & Standard Act 2006 or any other amendments thereto. There shall be compulsory and prominent display arrangements of FSSAI certification in the unit.

(a) The licensee shall submit a monthly list of staff employed by him/her to the Railway Administration and the list should also contain the details of Name of employee, Aadhar No., Savings Bank Account number, EPFO Number, Group Insurance No., if any, PAN CARD No., Mobile No., ESIC No.

(b) The licensee shall provide the employee with a printed salary statement giving all details

of salary along with deductions and net salary payable along with bank account number to which salary has been credited.

(c) The employee of the licensee should have a valid Medical Certificate of fitness and Police clearance certificate at all times.

(d) Railway shall not be responsible for compliance of any laws applicable with respect to carrying out the activity **by the licensee relating to multipurpose stall services** 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.

2.7 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 /complaint book shall be serially numbered and pre-authenticated by the Railway.

2.8 No use of plastic material

The Licensee shall, in rendering MPS services, not use plastic material but eco-friendly /biodegradable food grade packaging material for supply of food items.

2.9 Food articles not to be kept on the floor, etc.

a) The Licensee shall ensure that the staff shall not keep any food article on the floor of the Unit. The Licensee shall ensure that the 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.

b) The Licensee shall not stock any items outside the stall or on the platform, if found the items will be seized and action will be taken accordingly.

2.10 Provision of Fire Extinguishers: The licensee shall ensure availability of hand held fire extinguishers with the staff having knowledge of operation of the equipment.

2.11 Presence of Licensee/authorised 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

2.12 Staff, Identity cards, etc.

(a) The Licensee shall ensure that the persons deployed on the stall should maintain good conduct, etiquette, personal hygiene, politeness and courtesy, etc. The Licensee shall ensure that the staff/vendor/salesman to be deployed at the Multi Purpose Stall (MPS) are well groomed

(b) The Licensee shall provide distinctive uniforms for **staff/vendor/salesman** and identity cards shall be issued by the licensee and countersigned by Railway Authority (SMR /Station in-charge). The Licensee shall seek approval of the pattern and style of uniforms to be adopted for the **staff/vendor/salesman** from the Railway.

(c) The Licensee shall ensure that the staff/vendor/salesman at all times display the nameplate.

(d) The Licensee shall not permit anyone except the bonafide staff of the Licensee to staff the Multi Purpose Stall (MPS) and ensure that the staff shall not carry any article of any description other than those required for the fulfilment of the obligations contained herein.

(e) 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 to ensure the staff handling preparation and service of food are not suffering infectious diseases. The Licensee shall ensure that the identification card of the staff should be duly attested by the Railway.

2.13 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/1st Class Magistrate /Gazetted Officer and shall issue an appointment certificate (signed by the Licensee) which shall contain a photograph of the employe 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.

2.14 Maintenance of proper records, etc.

The Licensee shall maintain proper and full records viz., accounts, vouchers, bills, sales register, tax, etc. pertaining to the Multi Purpose Stall (MPS), make it available for inspection by the Railway to ascertain the Gross Sales Turnover and taxes collected from the passengers are deposited with the concerned Authorities as per the guidelines/procedure laid down by Ministry of Finance.

2.15 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.

2.16 Test/Inspection of food samples, etc. by the Railway: The Railways reserve the right to get the food samples/raw materials collected and tested at approved laboratories at the cost of the Licensee. 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 authorise any person or agency for this purpose to assess 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 the contract.

2.17 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 the 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.

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(c) **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.

(d) **Right to resume the possession of Multi Purpose Stall (MPS):** Railway reserves the right to resume the possession of the Multi Purpose Stall (MPS) if required for the purpose of working of the Railway.

2.18 Performance Level Guarantee Compliance

The Licensee shall adhere to the Scope of Work and General Conditions at all time during the contract period. For purposes of monitoring & auditing the 'Performance Levels', Railway shall have the sole & exclusive right to audit, re-evaluate, independently monitor and assess the performance of the Licensee. 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.

2.19 Audit Rights

Railway being the service beneficiary under the Agreement shall have audit and inspection rights upon the Licensee during the entire Term of this Agreement. 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.

2.20 As and when the station is redeveloped under the new Station Redevelopment Policy, the extant instructions of the Board, issued in this regard, shall apply.

2.21 Events of default/material breach

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 service from the Commencement Date as defined in the license.
b) If the Railway finds that the bidder has obtained this license by giving false information /details in the tender process at any time, Railway has the right to annul the license and terminate the license and debar/black-list the licensee from participating further in allotment of catering/vending units on any Zonal Railway/IRCTC, treating the same as material breach of contract.
c) If the Licensee fails to provide satisfactory services as under the License; or
d) If the Licensee fails to adhere to the desired Performance Levels determined by Railway at any time during the term of license or
e) If the Railway receives persistent complaints against the Licensee from the passengers or otherwise; or
f) If the Licensee fails to pay license fee along with interest, if any, to the Railway on or before due dates; or
g) If the Licensee engages in corrupt or fraudulent practices in execution of services under the Agreement; or
h) 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
i) If there is any failure or default at any time on the part of the Licensee to carry out the terms and provisions of the license.

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2.22 Penalties: The penalty(ies) that may be levied by the Railway on the Licensee in any of the instances mentioned 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; and/or
c) debar the Licensee from participating further in allotment of units on any Zonal Railway /IRCTC for a period of three (3) years.
d) The details of penalties for deficiency in service are enclosed as **Annexure-A3 .**

2.23 Dispute Resolution

In case of any dispute, difference or question arising between Railways and the licensee as to the respective rights, duties, obligations of the parties as to the construction or interpretation of any of the terms and conditions of the license, the same will be resolved in terms of the General Conditions of Contract of Railways as amended from time to time and as per the provisions of Arbitration and Conciliation (Amendment) Act 2015 and the rules there under as amended from time to time.

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Annexure-A1

TARIFF OF ITEMS FOR SALE

S. NO.	ITEM	TARIFF
		(In Rs./₹)
1	Packaged Drinking Water 01 Litre /1000ml Bottle (Chilled)	15.00
2	Packaged Drinking Water 500 ml Bottle (Chilled)	10.00
3	PAD Items (Proprietary Article Depot) approved by Railway	MRP
4	Over the Counter Medicines (OTC) and non-pharmacy items viz. dry /spray milk powder etc.	MRP
5	Books, Magazines, and NewsPapers	Printed Price
6	Miscellaneous items, Artefacts and items of local and regional importance	MRP

Note: (i) The licensee shall exhibit prominently the list of non-catering items indicating their tariff/MRP in front of the stall. All the items sold should have their MRP printed /pasted/bar coded on it.

(ii) The licensee will be fined for sale of items whose date of validity has expired, poor quality of items and for any other irregularities by DRM. For repeated defaults, the license can be cancelled by DRM.

(iii) Railway reserves the right to change the items and tariff at any time after award of license.

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Annexure– A2

(Affidavit to be submitted on non-judicial stamp paper of Rs.100/-)

I_____ s/o _____r/o _____ solemnly affirm and state that I hold as on date following MPS units over the _____ Division (s) of _____Railway(s)

S. No	Name of the unit	At Station	Division	License Period From To	License Fees. (in ₹)
1					
2					
3					
4					
5					

Note: The ceiling limit on holding of MPS Units shall be governed as per para no. 10 of Multi Purpose Stall Policy 2017.

VERIFICATION:

Verified at _____ on this _____day of _____20__, that the contents of the above affidavit are true and correct to my knowledge, no part is false and nothing material has been concealed there from. I further declare that I am duly authorised to make this affidavit.

Date:

Place:

DEPONENT on behalf of

_____

To be attested by a notary public

Annexure-A3

PENALTIES

1. For deficiency in any parameter, Licensee will be suitably counselled. In case the deficiencies persist and the Railway determines that despite repeated counselling 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 (₹500/-) shall be imposed by the Railway.
4. At the second instance, as determined by the Railway, a penalty of Rupees One Thousand (₹1000/-) shall be imposed by the Railway.
5. At the third instance, as determined by the Railway, a penalty of Rupees Five Thousand (₹5,000/-) shall be imposed by the Railway.
6. At the fourth instance, as determined by the Railway, a penalty of Rupees Fifty Thousand (₹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. Banning and suspension of business with the errant contractors shall be strictly enforced following due process.

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