



**CIN- L74899DL1999GOI101707**

**INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED**

**NOTICE INVITING EXPRESSION OF INTEREST (EOI)- 2022**

EOI No- 2021/IRCTC/Tourism/Empanelment

**Sub:- Empanelment of Service Provider under Category- “A”, for various Tourism Products of IRCTC.**

Empanelment of Tour operator will be for a period of two years which may be extended further for maximum of two years on mutual consent and based on the performance.

Applicable EOI Document:	Empanelment of Service providers for Catg- A.
Last date and time submission:	1500 hours of last working day of each quarter i.e. June/ Sep/ Dec/ Mar
Date and time of opening:	1530 hrs of same day on submission of EOI documents

Intending Service Providers shall be eligible to apply for empanelment after the cutoff date also. However, application received after the cutoff date shall be scrutinized periodically i.e. every 3 months (Apr-June, July- Sep, Oct- Dec & Jan- Mar) as per empanelment guidelines prevailing at the time of receipt of fresh application. If empanelled, empanelment shall remain valid, subject to provision of earlier termination, upto the period firms have been empanelled through this process.

Address:	IRCTC Ltd, M-13, Punj House, opposite Gopal Das Building, New Delhi-110001. Contact No.- 011-23701101.
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**EXPRESSION OF INTEREST (EOI)- 2022**

For

**Empanelment of Service Provider under Category- “A”, for various Tourism Products of  
IRCTC**

<b>S. No.</b>	<b>Event Description</b>	<b>Event Date &amp; Time</b>	<b>Event Location</b>
1	Commencement of EOI process	From the date of uploading on the site	Corporate Office- M-13 Punj House, New Delhi-110001, Contact No.- 011-23701101
2	Date and time of submission	Last day of each quarter before 1500 hrs as prescribed in EOI document	
3	Date and Timing of opening	At 1530 hrs on last date of submission of EOI	
4	Issue of empanelment letter	Within one month from the date of opening of EOI	

Address: IRCTC Ltd, M-13, Punj House, opposite Gopal Das Building, New Delhi-110001.

Website: [www.irctc.com](http://www.irctc.com)

E-mail: [rcrnair2474@irctc.com](mailto:rcrnair2474@irctc.com).

**General instructions to Applicants for E-tendering**

- i. This EOI can only be viewed at <http://www.irctc.com> & <http://www.tenderwizard.com/IRCTC> and will be submitted/ received only at <http://www.tenderwizard.com/IRCTC>, as prescribed in “EOI.”
- ii. EMD shall be paid through the e-tendering website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). In case of non submission of the said EMD through e-tendering website, the proposal for empanelment will be summarily rejected. It may be noted EMD is to be deposited mandatorily. It may also be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
- iii. To participate in the EOI, it is mandatory for the bidders to register themselves on the website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) without any payment and obtain User ID & password which is required for submitting the tender. It may please be noted for submission of proposal for empanelment; Class-III digital signature is required.
- iv. The applicant should upload complete set of documents in support of Eligibility Criteria.
- v. Corrigendum/Addendum to this EOI, if any, will be published on website [www.irctc.com](http://www.irctc.com), [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). No newspaper press advertisement shall be issued for the same.
- vi. For any difficulty in downloading & submission of EOI on website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC), please contact at tenderwizard.com helpdesk no. 011-49424365 or cell no 8800115628.
- vii. The digital signature of the applicant on the EOI form will be considered as confirmation that the applicant has read, understood and accepted all the documents referred to in the EOI. It may please be noted that in case of deviation by Applicant, application will be summarily rejected without further correspondence/communication.
- viii. In terms of the Institute of Chartered accounts of India notification dated 02.08.2019 the following guidelines have been issued for information of public and necessary compliance of Member of Institute:-
  - i) A member of the institute in practice shall generate Unique Document Identification Number (UDIN) for all kinds of the certification, GST and Tax Audit reports and other Audit, Assurance and attestation functions undertaken/signed by him which made mandatory from the following dated through announcements published on the website of the ICAI [www.icai.org](http://www.icai.org) at the relevant time:-
    - a) For all Certificates w.e.f. 1st February, 2019.
    - b) For all GST and Tax Audit Reports w.e.f 1st April 2019.
    - c) For all other Audit, Assurance and attestation functions w.e.f. 1st July 2019.

All applicants are directed to submit the certificate(s) issued by Chartered Accountant with UDIN mandatorily.

**Disclaimer**

1. This Expression of Interest (“EOI”) is being issued by the Indian Railway Catering and Tourism Corporation Limited (“IRCTC”) for the purpose of providing certain information to the Applicants to participate in the Process for empanelment of qualified applicants for Centralized Empanelment of Service Provider for Service Management under the Category “A” Tourist Packages Operated By IRCTC across India.
2. The information contained in this EOI document is being provided by IRCTC for the limited purpose of enabling the applicants to submit a response to this EOI for undertaking the work and for no other purpose. In no circumstances shall IRCTC, or its respective advisors, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this EOI.
3. The information contained in this EOI or subsequently provided to applicant(s), whether verbally or in documentary or any other form, by or on behalf of the IRCTC or any of its employees or advisors, is provided to applicant(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.
4. This EOI is not an agreement or offer by the IRCTC to prospective applicants or any other person. This EOI includes statements, which reflect various assumptions and assessments arrived at by the IRCTC in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require.
5. This EOI is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by IRCTC, its respective advisors, consultants, contractors, servants and/or its agents in relation to the accuracy, adequacy or completeness of such information or statements made nor shall it be assumed that such information or statements will remain unchanged.
6. Each applicant should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.
7. This EOI may not be appropriate for all persons, and it is not possible for IRCTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI.
8. Nothing in this EOI shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the applicants in connection with the preparation or submission of their application. IRCTC reserves the right to amend this EOI or its terms and any information contained herein or to cancel the process or altogether abandon the work at any time by notice, in writing, to the applicants.

9. IRCTC also accepts no liability of any nature whatsoever whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this EOI.
10. IRCTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.
11. All representations/queries etc pertaining to this document may be addressed to GGM/Tourism, IRCTC Corporate Office, M- 13, Punj House, opposite Gopal Das Building, Connaught Place, New Delhi – 110001.
12. Laws of the Republic of India are applicable to this EOI and subject to the Jurisdiction of Courts situated at Delhi only.

### **Invitation for EOI**

This EOI sets out the requirements that must be satisfied by applicants for getting empanelled as service provider in order to participate in the process of Limited tenders for Centralized Empanelment of Service Provider for Service Management under the Category “A” Tourist Packages Operated By IRCTC across India and it is an invitation to applicants to submit their profile/documents for empanelment as Service Provider.

Applicants may download the EOI document from the IRCTC’s website (<http://www.irctc.com>).

### **Schedule of Process**

The following are important dates in respect of the process for empanelment. IRCTC reserves the right to amend by extending the stipulated dates for commencement of sale of EOI document, meeting & submission of EOI document without incurring any liability whatsoever. In the event of changes/extension, IRCTC shall intimate the same through addendums/amendments on the website. IRCTC also reserves the right to cancel or discharge the EOI process without assigning any reason.

<b>SN</b>	<b>Event Description</b>	<b>Event Date&amp; Time</b>
<b>1</b>	<b>Commencement of EOI process</b>	From the date of uploading on the site. Continue process on Quarterly basis.
<b>2</b>	<b>Last date and Time of Submission</b>	Last day of each quarter before 1500 hrs as prescribed in EOI document
<b>3</b>	<b>Date and Time of opening</b>	At 1530 hrs on last date of submission of EOI
<b>4</b>	<b>Issue of Empanelment Letter</b>	Within one month from the date of opening of EOI

EXPRESSION OF INTEREST (EOI)

**OBJECTIVE:**

*For Centralized Empanelment of Service Provider for Service Management under the Category “A” Tourist Packages Operated By IRCTC across India.*

**BACKGROUND:**

*IRCTC has established a clear foot print in Tourism industry and emerged as one among the leading tourism companies of India. IRCTC operates a range of tourism products includes Luxury Train Tours- Maharajas’ Express & Golden Chariot, Corporate Travel Business, International and domestic air packages, Hotel bookings, Customised and LTC tours, Buddhist special train tours, Budget train tours- **Swadesh Darshan**, Special interest tours etc. We cater to the requirement of all categories of Budget, whether it is high-end or a budgeted traveller.*

**SCOPE OF WORK:**

*Primary segments of IRCTC on which backend service would be requesting are as under:-*

***Swadesh Darshan / State Special Trains***

*Swadesh Darshan/ State Special Trains are products giving an all inclusive itinerary including rail travel, road transport, sightseeing, accommodation, meals, etc. It operates on various itineraries covering a number of tourists/pilgrim destinations across the length and breadth of the country.*

***Charter Coach / Saloon Car Tour Packages***

*These are tour packages wherein IRCTC charters coaches/ Saloon Cars on select trains and designs tour itineraries to destinations which have demand from the travelling public. These packages also include confirmed round trip train journeys, hotel accommodation, road transfers, on-board and off-board catering and services of tour escort.*

***Charter Train Tour Packages***

*These are tour packages wherein IRCTC charters an entire train with a varying composition on select routes/circuits and designs tour itineraries to destinations which have demand from the travelling public. These packages also include confirmed round trip train journeys, hotel accommodation, road transfers, on-board and off-board catering and services of tour escort.*

***Customized Tour Packages***

*These are tour packages wherein IRCTC designs tour itineraries/packages to tourist destinations as per the requirements of the customers including LTC packages. These packages are tailor-made and may include confirmed round trip train journeys, hotel accommodation, road transfers, on-board and off-board catering and services of tour escort.*

***Rail Tour Packages***

*Tour Packages by earmarking a certain number of berths in various classes of travel in trains giving confirmed train tickets, local transport, accommodation, meals etc.*

***Holiday Packages***

*Air/Land based packages including surface transport, sightseeing, meals, accommodation etc.*

*The Empanelled Service Providers must have the **basic infrastructural facilities and capability** to provide one or more of the following services:*

***(i) Backend services:***

- (a) Provide Hotel / Dormitory accommodation at places of Tourist interest across India in Deluxe / Standard / Budget categories.*
- (b) Provide Road vehicles in good condition (A/C, Non-A/C Tempo travelers, Buses, Mini buses, cars etc.).*
- (c) Catering arrangements during the course of the tour to the traveling tourists including train travel or otherwise as per requirements of the tourists.*

***(ii) Tour guide & escort services:*** *Throughout the tour, if required.*

***(iii) Statutory compliances:*** *Central/ Respective state Govt. authorities with regard to obtaining licenses, permits, taxes etc.*

***(iv) Branding of Services:*** *The usage of IRCTC logo and name has to be purely for the promotion of IRCTC products only duly ensuring that the brand name and image of IRCTC is not harmed in any manner whatsoever.*

***(v) Customer support services:*** *Dedicated e-mails, phone numbers, Fax facilities, nomination of staff with mobile numbers or control offices for continuous monitoring , troubleshooting , complaints management etc., during the course of the tours or otherwise.*

***(vi) Marketing services:***

- (a) IRCTC may incorporate a clause of minimum occupancy to be guaranteed by the Service Provider in the Tenders/Quotations being invited for specific products.*
- (b) In such an event, the Service provider is entitled for travel agent commission as per applicable rates for such bookings.*

***(vii) Miscellaneous Services*** *including arrangement of boat rides, PA Systems, Audio Guides etc.*

***This empanelment does not qualify for providing backend services for all inclusive Luxury Tourist Trains- Maharajas' Express & Golden Chariot, tours operated through Buddhist Circuit Special Train, IRCTC owned rake(s) and outbound packages.***

**Instructions to the Tour Operators/ Travel Agent & Hospitality Organization/ Licensed Caterers**

1. Empanelment document can also be downloaded from website [www.irctc.com](http://www.irctc.com).
2. Documents can be submitted through e-tendering and scanned documents can be enclosed in "pdf format".
3. The applicant should submit complete set of documents in support of specified Financial as well as Mandatory Eligibility Criteria. However the competent authority reserves the right to call for clarifications or additional documents in case of non provision or partial provision of documents.
4. Documents submitted in addition to requested Documents substantiating the credentials of the firm and for meeting the stipulated eligibility criterion should be serially numbered on the top right hand corner of every page.
5. The requisite of **Performance Guarantee** of financial value as per category Rs. 1,00,000/- (Rupees One Lakh only) for Category "A", should be attached with Cover page of the Bid Document. The same shall be retained by IRCTC till the validity of empanelment.
6. The details of **Performance Guarantee** or details of NEFT/ RTGS may also be mentioned in bid document and in format of eligibility criteria.
7. IRCTC reserves the right to inspect establishments/ offices of the agency by its officials or through any other agency as instructed by IRCTC. IRCTC also reserves the right to cancel the empanelment process at any time without assigning any reasons thereof.
8. Incomplete offers and offer not completed with **Performance Guarantee** / NEFT/ RTGS details are likely to be rejected. Offers without proper stamp and sign on each and every page including the covering letter shall be considered as incomplete.
9. IRCTC reserves the right to terminate the empanelment process at any stage and will not be responsible for any loss or damages which the agency may incur in the process. The offers can be rejected without assigning any reason.
10. The period of two years shall necessarily be from the date of empanelment of the qualified agencies.
11. There is no restriction on the numbers of qualified agencies. Qualification solely depends on evaluation and fulfillment of specified General & Mandatory Eligibility Criteria.

<b>Eligibility to Operate Packages of IRCTC</b>		
<b>Category of Operators</b>	<b>Eligible to operate</b>	<b>Not Eligible to Operate</b>
<b>"A"</b>	Rail Tour Packages, Holiday Packages, Tourist Trains i.e. <b>Swadesh Darshan</b> , State Special Trains, Charter Train/ Coach/ <b>Saloon Car Packages</b> , Spiritual Packages, Educational / Adventure Tours, Domestic Air Packages etc.	Outbound Packages, Maharajas' Express & Golden Chariot, tours operated using rake of Buddhist special & <b>Bharat Gaurav Trains</b>

## EXHAUSTIVE CHECK LIST: ELIGIBILITY CRITERIA for Category “A”

S No	Technical Criteria	Documents Reqd.	Corresponding Page Nos.
(to be filled by the applicant)			
<b>A</b>	<b>General Information</b>		
1	Name and full address of the applicant with Telephone, Fax Number(s) & Email address and Name of Contact Person.		
2	Details of EOI PG/ NEFT/ RTGS – through tender wizard portal.	Rs _____	
3	PAN Card No.	Self attested copy of Permanent Account Number (PAN) Card.	
4	GSTIN	Should have GSTIN Registration certification	
5	Copy of Income Tax Return	Should be an Income tax payee Income Tax Returns (ITR) of last three financial years in this effect should be produced as documentary proof.	
6	Status of the applicants: - Company/Individual/ Proprietorship/ Partnership Firm– Please Specify		
7	In case of Company –	<ul style="list-style-type: none"> <li>i. A self attested copy of the certificate of incorporation issued by the registrar of Companies &amp; certified copy of Memorandum and Article of Association of the Company,</li> <li>ii. List of ultimate non-corporate share holders exercising control in the company certified by a Chartered Accountant.</li> <li>iii. Name and Address of the present directors if not mentioned in the Memorandum and Article of Association.</li> <li>iv. Authorization in favor of the Authorized signatory for signing the EOI documents and other papers in connection with this contract, if not signed by director.</li> </ul>	

8	In case of Firm, registered under the Partnership Act., 1932	<ul style="list-style-type: none"> <li>i. Name of the Partners</li> <li>ii. Complete address of the partners</li> <li>iii. Partnership deed,</li> <li>iv. Power of attorney if any executed by any partner/partners duly attested by public notary with notarial stamp affixed thereon.</li> <li>v. Registration under the Indian Partnership Act, 1932</li> </ul>	
9	In case of proprietorship/individual business	<ul style="list-style-type: none"> <li>i. Name of Proprietor</li> <li>ii. Complete address of the proprietor</li> <li>iii. Power of Attorney (duly attested by the public notary with notarial stamp affixed there on) if any executed in favour of any person by the proprietor to act on his behalf or on behalf of the firm</li> <li>iv. Address of the person in whose favor the power of attorney has been executed by the proprietor.</li> </ul>	
<b>B</b>	<b>Mandatory Criteria</b>		
1	<b>Experience:</b> Last 3 Years (FY 2021- 22, 2019-20 & 2018-19) in Tour operation or Current IRCTC Mobile Catering Licensee having two (2) years (FY 2021- 22 & FY 2019-20) experience in tourism by organizing/ operating tours.	<p>Proof of tour operation through LOA, empanelment certification, etc.</p> <p><b>FY 2020- 21 is exempted due to COVID- 19</b></p>	
2	<b>Group Handling Capacity:</b> The applicant should have show management ability / experience to handle groups of 500 or more passengers in two tours to tourism destination/s outside the state of domicile in each of the last two years (FY 2021- 22 & 2019-20)/or who have made arrangements for stay / food / travel / sightseeing by Air / Rail / Ship / Road Transportation, for 3,000 persons in each of last two years	<p>Proof of group handling in last two (2) years through invoice/ Billing, etc. may be provided.</p> <p><b>FY 2020- 21 is exempted due to COVID- 19</b></p>	
3	<b>Offices:</b> Have office atleast in two States either of its own or by way of legally binding tie-up / agreement with firm / firms having recognition / registration from Central / State Government body. The address and contact	<p>Proof of offices through GST No., Address proof, etc.</p>	

	details of all their offices along with the details of the management / at apex and corresponding level.		
4	<p>Recognition by Statutory Body, Trade Organization:</p> <p><b>For Tour operators-</b> The Company / Proprietor/ Partnership should be registered as a tour operator, to be valid till period of empanelment, from Central / State Government body.</p> <p><b>For Catering Organisation-</b> Organisation should be a valid licensee of IRCTC.</p>	<p><b>For Tour operators-</b> Ministry of Tourism, Govt. of India / State Tourism Department / Boards / IATO / ADTOI (Joint Venture are not permitted to participate).</p> <p><b>For Catering Organisation-</b> The acceptance letter/ commencement letter in favour of applicant by Railways/ IRCTC have to be submitted.</p>	
5	<p><b>Financial Documents:</b> The Company / Partnership firm / Proprietor have to submit its Audited Balance Sheet of <b>last 3 financial years (FY 2021- 22, 2019-20 &amp; 2018-19)</b></p>	<p>Details may be provided as per Annexure- 4 along with P &amp; L account. Membership number of Chartered Accountant or firm should be visible with UDIN No.</p>	
6	<p><b>Turnover from Travel &amp; Tourism Business and Catering organization in Financial Year:</b> The Company / Partnership Firm / Proprietor should be having <b>minimum turnover of Rs. 2 Crore per annum</b> from travel / tour operations, in each of last three financial years <b>(FY 2021- 22, 2019-20 &amp; 2018-19)</b>.</p>	<p>Should be clearly stated through audited reports / Balance sheets or certificate from Chartered Accountant along with GST return for the applicable year.</p>	
7	<p><b>Net Worth:</b> Company / Partnership Firm / Proprietor should have a Net Worth of at least <b>Rs. 50 Lacs</b>. Document for last three (03) financial years <b>(FY 2021- 22, 2019-20 &amp; 2018-19)</b> duly certified by a Chartered Accountant to be submitted.</p>	<p>Document for last Financial year duly certified by a Chartered Accountant to be submitted with UDIN No.</p>	
8	<p><b>No. of Professional Staff:</b> Minimum 6 Staffs [Three Graduate &amp; Three Professional employees along with their qualification and experience]</p>	<p>i. Copy of Aadhar/ Election ID card or Passport. ii. Degree/Diploma in Travel &amp; Tourism for professional &amp; Degree/ Diploma for General iii. Three years of relevant industry experience and operation of tour packages.</p>	

**Note: FY 2020- 21 is exempted due to COVID 19 pandemic situation.**

**TERMS AND CONDITIONS**

1. **Terms & Conditions of empanelment:**
  - a. The company has to do marketing and promotion on behalf of IRCTC of the activities that they undertake.
  - b. Use of the IRCTC logo and name has to be purely for promotion of the IRCTC products only and will be such that it does not harm the image and brand name of IRCTC in any way.
  - c. Provide the services as mentioned as per the product with its itinerary.
  - d. In case of serious complaints regarding standard of service/ behavior, irregularities/negligence on the part of service providers, IRCTC may take action by way of fines, warnings or even termination depending on severity of lapse/complaint, to be decided by GGM/ DTM.
2. For first scrutiny, the documents submitted by service providers through e-tender **on or before 1500 hours of last working day of each quarter i.e. June/ Sep/ Dec/ Mar** will be **opened on same day at 1530 hrs**. In case the day is declared as holiday, the applications shall be opened on the next working day at the same time.
3. Process of Empanelment shall remain open even after the cut-off date for submission of applications for first scrutiny. Intending Service Providers shall be eligible to apply for empanelment after the cutoff date also. However, application received after the cutoff date shall be scrutinized periodically i.e. every 3 months (Apr-June, July- Sep, Oct- Dec & Jan- Mar) as per empanelment guidelines prevailing at the time of receipt of fresh application. If empanelled, empanelment shall remain valid, subject to provision of earlier termination, upto the period firms have been empanelled through this process.
4. The selection of the Service Provider will be for a period of two years which can be extended by two years, depending on performance and quality of service.
5. This empanelment shall be used by IRCTC Zonal and Regional Offices present across India for appointment of Service Providers for operation of various Tourism Products.
6. The Terms and conditions, Scope of Work for each segment / product will be detailed in the Limited Tender / Quotation document. Limited tender will be called from the operators empanelled as per their category wise eligibility by IRCTC offices concerned.
7. IRCTC also reserves the right to call for Financial offer in any format it wishes viz. Lowest offer, Fixed Rate Counter Offer, Revenue Share Percentage, etc.
8. If, in response to a Limited Tender / Quotation invited by IRCTC for any of the Tourism Products, no offers are received, IRCTC has the right to appoint Service Provider outside the panel empanelled through this process.
9. In case of Customized individual /group Tours, the customers may want specific services, for which IRCTC has the right to appoint Service Providers even outside the panel as per requirement of the customers or can provide the service directly in consolidation through direct tie-ups with Hotels/Dharamshala & transportations service.
10. IRCTC reserves the right to appoint more than one Service Provider for a Tour Product / Program depending upon nature of services required. This may also mean appointment of multiple Service Providers for similar nature of services.

11. During the period of empanelment, if an empanelled Service Provider wishes to withdraw from the empanelment, a written request should be made to Group General Manager, Corporate Office, IRCTC or the concerned office/ officer. IRCTC shall process the applications, on case to case basis and refund the **Performance Guarantee (PG)** of the Service Provider without interest.
12. Under circumstances wherein the spirit of competitive offer process is defeated with no / few empanelled operators as a result of delisting / disqualification / debarment / withdrawal from empanelment, IRCTC also reserves the right to invite non-empanelled operators for any specific category / product / segment or otherwise subject to fulfillment of eligibility criteria.
13. Wherever it is felt necessary, IRCTC shall have the discretion to rope in the services of hotels/ road transportation companies/ PSAs or GSAs have agreement with IRCTC directly for tourism services.
14. In case the applicant suffers any loss on account of his being restrained by the IRCTC or any competent authority for indulging in illegal activities or any contravention of any law or rejection of application for empanelment through this EOI process, he shall not be entitled to any compensation whatsoever.
15. The empanelled agency, directly or in association with other shall not carry out any business activity having conflict of interest with service receiver connected with tourist train operation affecting the service in respect of agreement. The empanelment of the agency will be cancelled and the deposit will be forfeited, in such instances.
16. **Liability and Indemnity of service provider:-** The service provider agrees to defend, indemnify and hold harmless IRCTC and their respective officers, directors, employees and agents (collectively the “Indemnified persons”) and its associated companies from and against any and all claims, actions, damages, expenses, costs (including legal costs) and other liabilities actually incurred by the indemnified parties arising as a result of any negligence, breach of contract or warranty, or any other wrongful act or default on the part of the off board service provider, its employees, agents, representatives or contractors, including prosecution under any legislation.
17. **Execution of agreement** - The successful Bidder shall be required to execute an agreement on non-judicial stamp paper of Rs.100/- at his cost before start of each work order. Till then the letter of award to the service provider shall form the binding agreement between IRCTC and the service provider.
18. **Liability of IRCTC** - The IRCTC will not be liable for any liability arising under the labour laws or any other law of the land, incurred by the Service provider.
19. The back end service provider will indemnify the railway administration /IRCTC for any loss or damage caused to railway property/administration/IRCTC by any act or omission on his part or on the part of his Managers/Supervisors/staff.
20. **Entitlement of compensation** - In case the Service provider suffers any loss on account of his being restrained by the IRCTC or any competent authority for indulging in illegal activities or any contravention of any law, he shall not be entitled to any compensation whatsoever.

21. **Notice by Courier/ Registered AD** - Upon the receipt of any notice, order, direction or any other communication from any competent authority (including notices, affecting the rates, taxes or other outgoings) in respect of provision of off board services, payable in whole or in part by one Party hereto, the other Party shall immediately deliver a copy of the necessary document, to that Party.
22. **Notice to the Service provider** - Any notice to be served on service provider's shall be deemed to be sufficiently served if delivered at or sent by registered post/courier addressed or e-mail to the service provider at their mentioned/ registered office or last known place of business. Any notice to be served by the Service provider on IRCTC shall be deemed to be sufficiently served if, left at the office/sent by registered post/courier addressed to the Group General Manager, Indian Railway Catering and Tourism Corporation at New Delhi or Zonal Offices.
23. **Notices on behalf of IRCTC** - Subject to as otherwise provided in the empanelment, all notices to be given on behalf of IRCTC and all other actions to be taken by IRCTC may be given or taken on behalf of IRCTC by the General Manager/ Dy. General Manager or any other officer for the time being entrusted with such functions, duties and powers by IRCTC.
24. **Dealing with Service provider Only** - IRCTC will enter into an agreement only with the service provider who will be responsible for fulfillment of all service provider conditions with IRCTC. The IRCTC shall not enter into any agreement or deal with in any manner with any of the sub-service providers.
25. **Consequence to the death / severance of any partner/s (in case of partnership firm)** - If the service provider is a partnership firm and in case there is permissible clause in the constitution of the firm that the firm shall not be dissolved by reason of the death of one partner or the severance of any partner from the business of the firm and in case the performance of the Service provider is entirely satisfactory according to the assessment of the IRCTC then in such an event the IRCTC at its discretion may allow the Service provider to continue under the agreement.
26. **Notice for termination** - In case of any event of default mentioned in Clause 28 having occurred, it shall be lawful for the IRCTC at any time thereafter to terminate the Service provider agreement and forfeit the Performance Guarantee (PG), SUBJECT HOWEVER to the IRCTC having given to the Service provider seven (7) days prior notice in writing to remedy or make good such breach and in spite of such notice the service provider having failed to remedy the breach. The Licensee shall also be **debarred** from participating in the future projects of IRCTC for a period of **one year**.
27. **Selection of L 1** – Letter of award to manage the backend services of tours will be awarded to the applicant quoting lowest amount. IRCTC may negotiate with the successful back end service provider for reduction in the quote in order to ensure a minimum IRCTC margin for the operational feasibility of the tour on a case to case basis.
28. **Force Majeure:** IRCTC shall not be liable to the service provider in respect of any breach of the terms and conditions due to any event or circumstances beyond its reasonable control.
29. **Arbitration and Conciliation:**

- a. In the event of any dispute or difference between parties hereto as to construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.
  - b. The parties hereto will submit demand in writing that the dispute/differences be referred to arbitration. The demand for arbitration shall specified the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.
  - c. Only such dispute or differences, in respect of which the demand has been made, together with counter claim of setoff given by IRCTC shall be referred to arbitration and other matters shall not included in the reference.
  - d. In the event of demand made as mention herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be referred to Sole Arbitrator from the panel of Arbitrators appointed by Chairman and Managing Director of IRCTC. The award of arbitrator shall be final and binding on the parties to this contract. The venue of Arbitration shall be at New Delhi. The fees and expenses of the Arbitration Tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion subject to determination by the Arbitration tribunal.
30. Backend service provider will ensure that the services offered to the tourists of the IRCTC packages are managed by well-trained & courteous staff. Backend service provider shall also be required to ensure that the instructions relating to hygiene, quality parameters for kitchen and the food served, FSSAI, food handling, cleanliness, packaging, etc. are followed. The contractor will follow all prevailing labour laws and regulations. The agreement between IRCTC and backend service provider shall not create any contractual relationship between the agency's own staff or its sub-contractor's staff and IRCTC. IRCTC shall not be the "principal employer" in case of employees/staff engaged by the backend service provider. If any proceedings are instituted against IRCTC regarding non - compliance of any labour law, then the backend service provider would be liable to make good all the loss occurring to IRCTC as a result of those proceedings including the cost of defending the proceedings.
31. IRCTC reserves the right to terminate the EOI process at any stage and will not be responsible for any loss or damages which the applicant may incur in the process. The application can be rejected without assigning any reason.

**Annexure- 1**

**LETTER OF ACCEPTANCE**

To,

**Group General Manager (Tourism)  
IRCTC, Corporate Office,  
M- 13, Punj House,  
Connaught Circle, New Delhi- 110001.  
Ph.- 011- 23701100/01.  
Fax. 011- 23701177.**

**Sub:** For provision of on-board and off-board services to tourists under Category “A” Packages Operated by IRCTC for a period of Two Year (further which includes onboard arrangements – Catering, Security, P.A. System, Housekeeping, Tour Escorts / Managers as well off-board arrangements – Catering, Accommodation, Road Transportation, Guide, Sightseeing, etc. for tourists of these Rail Tour / Land Tour / Train / Chartered Coach/Air Packages, etc.).

- (A) I/We accept the terms and conditions mentioned in the empanelment document and it has been understood by us.
- (B) I/We have duly signed on each page of the offer document.
- (C) I/We further certify that we are ready to provide on board and off-board services to tourists of Rail/Land/ Trains/ Coaches/ Air Packages within the time frame given by IRCTC Ltd, as per the terms and conditions of the empanelment document and as per the agreement executed between us and IRCTC.
- (D) I/We understand that IRCTC reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.
- (E) The empanelment is for a period of two years from date of finalization of empanelment.

**DISCLAIMER**

I / We understand that merely filling of Checklist Performa does not mean the qualification in the Bid process. The papers / Standard Earnest Money Deposit submitted will be checked and verified by IRCTC subsequently, and the decision taken by IRCTC will be final and binding on me / us.

Signature of Bidder/Authorized Signatory

Name & Designation.

Date and Place:

Company Seal.

**FORMAT FOR COVERING LETTER**

**(To be submitted on Company’s Letterhead)**

To,

**Group General Manager (Tourism)  
IRCTC, Corporate Office,  
M- 13, Punj House,  
Connaught Circle, New Delhi- 110001.**

**Subject: Submission of Expression of Interest (EOI) for empanelment of Service Providers for Category “A” for various Tourism Products of IRCTC.**

I / We \_\_\_\_\_ do hereby declare that the information given in this Application, documents enclosed are true to the best of my/our knowledge and belief.

I / We undertake that I have full authority to submit this EOI Document along with the documents in support of Eligibility Criteria, on behalf of \_\_\_\_\_ (name of the company)

I / We hereby understand that the submission of offers / bids does not guarantee award of work for Tourism Products of IRCTC.

I/we understand that this EOI is for empanelment of Service Providers for the intended business activities. IRCTC is free to initiate different mode/method for appointment of activities / services / Tourism Products including, but not limited to, those not covered in the scope of this empanelment and / or those for which IRCTC feels other modes of appointment are better suited.

I / We wish to apply for empanelment in the Category “A”.

However, based on the documents furnished by me / us, IRCTC reserves the right to empanel the firm under any category as per fulfillment of eligibility criteria.

I / We further understand that in case of any information submitted by me / us being found to be incorrect either before or even after the award of work, IRCTC will have the right to summarily reject the bid, cancel the Award of Work or revoke the same at any time without assigning any reason whatsoever.

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

\_\_\_\_\_  
(Signature of the Applicant with seal)

Name and Designation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Please note- No change in format/declaration is permitted)**

**Annexure- 3**

**AFFIDAVIT**

I, ....., S/o Sh. ...., aged about .....years, Prop/authorized signatory of..... do hereby solemnly affirm and declare as follows:-

1. I say that I am an authorized signatory of the company/firm.....and hence competent to sign and swear this affidavit.
2. That the company/firm namely.....has not been debarred/blacklisted/ banned by IRCTC or Railways or Ministry of Railways/other CPSUs/Govt. Deptt.
3. That I undertake to inform IRCTC about any ban or blacklist imposed by IRCTC/Railway/Ministry of Railway in future and understand that my empanelment shall be kept in abeyance for the period of ban/blacklisting.
4. That the affidavit is given for participation in empanelment process with IRCTC.

DEPONENT

**Verification**

I, the above named Deponent do hereby solemnly affirm and state that the contents of this affidavit are true and correct and no part of it is false and nothing material has been concealed there from.

Verified at New Delhi on this            day of \_\_\_\_\_, 2021

DEPONENT

## Annexure- 4

Certificate duly certified by Chartered Accountant/Firm

*Letter Head of Chartered Accountant/Firm*

This is to certify that turnover of M/s \_\_\_\_\_ having its office at \_\_\_\_\_ from Tourism and/ or catering / hospitality business as mentioned below is duly reconciled with VAT / Service Tax/GST returns in last three financial years (2018-19, 2019-20 & 2021- 22). This turnover is from Tourism activities / units which undertake production and sale/service of cooked food items. Further, the above firm/company Sales of beverages such as soft drinks, packed items (Chips, Biscuits, Cake, etc.) will be considered as allied business along with main production and sale / service of food items.

Turn Over from Tourism and Catering & hospitality business			
Particulars	FY 2018- 19	FY 2019-20	FY 2021-22
Taxable Turnover i. Tourism ii. Catering & Hospitality			
Exempted Turnover			
Nil Tax Rate Turnover			
Unregistered Turnover (in case turnover is less than the threshold limit required for tax registration)			
Total Turnover			

**NOTE:-**

- i. For establishing the eligibility of bidder as per of Eligibility Criteria, turnover of last three financial years i.e. 2018-19, 2019-20 & 2021- 22 and **FY 2020- 21 is exempted due to COVID- 19 pandemic condition across Globe.**
- ii. The above turnover should not include the business as Trader/ Stockiest/Distributor
- iii. The above turnover should not include inter unit transfer (Stock transfer sale)

Signature of the Chartered Accountant

Name of the chartered Accountant

Name of the firm

Seal

Membership No.

E-mail id.

UDIN

Date