
Expression Of Interest

**Bid No. 2022/IRCTC/Tourism/ Empanelment of Service Provider
For Category “B” Packages Operated By IRCTC, West Zone.**

Tourism Department - IRCTC/West Zone

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INTRODUCTION

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

(A Govt. of India Enterprise)

EXPRESSION OF INTEREST (EOI)

OBJECTIVE:

For Centralized Empanelment of Service Provider on West Zone for Service Management under the Category "B" Tourist Packages Operated By IRCTC, West Zone.

BACKGROUND:

IRCTC has established a clear footprint in Tourism industry and emerged as one among the leading tourism companies of India. IRCTC operates a range of tourism products includes Train Tours, Air ticketing, International and Domestic packages, Hotel booking and car rental, Customised and LTC tours, Budget train tours, Special interest tours etc (except Saloon packages). 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 :-*

Trains Charters

These are an economically priced product giving an all inclusive itinerary including rail travel, road transport, sightseeing, accommodation, meals. It operates on various itineraries covering a number of tourists/pilgrim destinations across the length and breadth of the country.

Charter Coach Tour Packages

These are tour packages wherein IRCTC charters coaches 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/VAT 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 Service Providers to be Empanelled 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. not more than 05 years old for Standard Packages and not more than 03 years old for Premium Segments).
- (c) Catering arrangements during the course of the tour to the traveling tourists including train travel, Road or otherwise as per requirements of the tours.

(ii) **Tour guide & escort services:** Qualified and Experienced Personnel throughout the tour.

(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 promoted duly ensuring that the brand name and image of IRCTC is not harmed in any manner whatsoever.

(v) **Customer support services:** Escalation Matrix, Dedicated E-mails, phone numbers, 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 prefers 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.

(viii) **Manpower** like Trained & Uniformed Housekeeping & Security, with consumables, First Aid, etc.

This empanelment does not qualify for providing backend services for all-inclusive Saloon tour & packages.





INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

Expression of Interest (EOI)

FOR

EMPANELMENT OF SERVICE PROVIDER UNDER CATEGORY - "B", FOR VARIOUS
TOURISM PRODUCTS OF IRCTC

(Zonal File No. 2022/IRCTC/TOURISM/WZ/EOI-Category B)

(Cost of Rs. 1000/-) (Non refundable and Non Transferable)

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.

Empanelment guidelines, issued from time to time will be applicable and shall remain valid, subject to provision of earlier termination, upto the period firms have been empaneled through this process.

Address : Addl. General Manager Tourism West Zone
Indian Railway Catering and Tourism Corporation Limited,
2nd Floor, Main Line Station Building,
Central Railway, CSMT, Mumbai - 400001.

Note: Format of Covering letter, Letter of acceptance, documents required on the basis of category, etc. should be put in a single sealed envelope marked as "EOI for EMPANELMENT OF SERVICE PROVIDER UNDER CATEGORY- "B", FOR VARIOUS TOURISM PRODUCTS OF IRCTC".



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

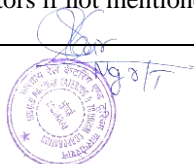
1. Empanelment documents can be downloaded from website www.irctc.com. Demand draft for Rs.1000/- as the cost of the tender document to be enclosed with the application. Documents can be submitted through a registered post or by hand delivery to the office of Addl. General Manager Tourism West Zone, Indian Railway Catering and Tourism Corporation Limited, 2nd Floor, Main Line Station Building, Central Railway, CSMT, Mumbai - 400001.
2. The applicant should submit a complete set of documents in support of specified Financial as well as Technical 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.
3. Additional Documents submitted to substantiate 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.
4. The requisite instrument of Standard Earnest Money Deposit (SEMD) of financial value of Rs. 10,000/- (Rupees Ten Thousand Only) for Category "B", should be attached with the Cover page of the Bid Document. The same shall be retained by IRCTC till the validity of empanelment.
5. The name and address of the applicant should be mentioned on the reverse of the Demand Draft attached in respect to Standard Earnest Money Deposit or details of NEFT/ RTGS may also be provided with the bid document.
6. 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.
7. Incomplete offers and offers not accompanied with Standard Earnest Money Deposit (SEMD) / NEFT/ RTGS details are likely to be rejected. Offers need to be properly stamped and signed on each and every page including the covering letter; else it may be termed as incomplete and not evaluated further.
8. IRCTC reserves the right to terminate the empanelment process at any stage and shall not be responsible for any loss or damages which the applicant may incur in the process. The offers can be rejected without assigning any reason.
9. The period of two years shall necessarily be from the date of empanelment of the qualified Agencies.
10. There is no restriction on the numbers of agencies which can qualify and be empaneled. Qualification solely depends on evaluation and fulfillment of specified Technical and Financial Eligibility Criteria.

Eligibility to Operate Packages of IRCTC		
Category of Operators	Eligible to operate	Not Eligible to Operate
"B"	Rail Tour Packages, Holiday Packages, etc., Charter Train / Coach Packages, Spiritual Packages, Educational / Adventure Tours, Domestic Air Packages, etc. of group size upto maximum 300 pax only.	Outbound Packages



EXHAUSTIVE CHECKLIST: ELIGIBILITY CRITERIA for Category “B”

1	Experience	5 Years in Tour operation (Company registration should be minimum at least 5 years old)
2	Group Handling Capacity	Put up record of providing services to at least 05 groups of minimum 30 passengers in a tour in each of the last three years or should have handled at least 300 persons in each of the last three years (Proof to be submitted).
3	Offices	Have at least one office in Maharashtra / Gujarat / Madhya Pradesh / Goa. The address and contact details of all their offices along with the details of the management at apex and corresponding level be submitted.
4	Recognition by Statutory Body, Trade Organization	For Tour operators- The Company / Proprietor/ Partnership should be registered as a tour operator / Destination management company / travel agent / hotel and transporter, to be valid till period of empanelment, from Central / State Government body viz. Ministry of Tourism, Govt. of India, State Tourism Department / Boards / IATO / IATA / TAAI / ADTOI / FHRAI (Joint Venture are not permitted to participate).
5	Financial Documents	The company/ proprietor has to submit its balance sheet of the last 3 years along with the P&L account which must be certified by a Chartered Accountant.
6	Turnover from Travel & Tourism Business and Catering Organisation in last Financial Year	The Company / Partnership Firm / Proprietor should be having minimum turnover of Rs. 50 Lakhs in last three financial years from Travel / Tourism / Hotel business. This should be clearly stated through audited reports / Balance sheets or certificate from Chartered Accountant, along with GST return for the applicable year.
7	Net Worth	Company / Partnership Firm / Proprietor should have a Net Worth of at least Rs. 10 Lacs. Document for last Financial year duly certified by a Chartered Accountant to be submitted.
8	No. of Tourist Professional Staff	Minimum One Staff [One Graduate / Professional employee along with their qualification and experience] Details of all the staff along with their qualification, experience and copy of their Aadhar / Election Id Card or Passport. <ul style="list-style-type: none"> • Degree / Diploma in Travel & Tourism <p align="center">OR</p> <ul style="list-style-type: none"> • Two years of relevant industry experience and operation of tour packages.
9	PAN Card No.	Certified Copy of Permanent Account Number (PAN) Card.
10	GSTIN	Should have GSTIN Registration certification.
11	Copy of Income Tax Return:	Should be an Income tax payee. Should produce last three financial years Income Tax Returns (ITR) in this effect.
12	Firm Profile	<p>Proprietorship Firms</p> <ol style="list-style-type: none"> 1) Name of Proprietor 2) Complete address of the proprietor 3) Power of Attorney (duly attested by the public notary with notarial stamp affixed thereon) if any executed in favor of any per person by the proprietor to act on his behalf or on behalf of the firm 4) Address of the person in whose favor the power of attorney has been executed by the proprietor. <p>Partnership Firm</p> <ol style="list-style-type: none"> 1) Name of the Partners 2) Complete address of the partners 3) Partnership Deed (Photocopy duly attested with notarial stamp) 4) Power of attorney if any executed by any partner/partners duly attested by public notary with notarial stamp affixed thereon. 5) Registration under the Indian Partnership Act, 1932. <p>Company</p> <ol style="list-style-type: none"> 1) An attested copy of the certificate of incorporation issued by the registrar of Companies, attestation should be done by notary public with notarial stamp & certified copy of Memorandum and Article of Association of the Company 2) List of ultimate non-corporate shareholders exercising control in the company certified by a registered Chartered Accountant. 3) Name and Address of the present directors if not mentioned in the Memorandum and Article of Association.



		4) Authorization in favor of the Authorized signatory for signing the tender documents and other papers in connection with this contract.
13	Standard Earnest Money Deposit	Standard Earnest Money Deposit (SEMD) – Rs. 10,000 (Rupees Ten Thousand Only) Through DEMAND DRAFT to be attached with Bid Document, in favour of IRCTC Ltd. payable at Mumbai or through NEFT/ RTGS.
14		<p>Those four operators already empaneled with IRCTC in category- 'B' need to submit the required eligibility documents for empanelment as a fresh.</p> <p>The service providers who have been debarred/ blacklisted and whose empanelment was kept at abeyance are not eligible to participate in the empanelment.</p> <p>List of ongoing works awarded by IRCTC along with value of each work and date of completion certified by authorized signatory of the company.</p>



Documents required to be submitted:

The following documents need to be submitted along with application by each firm:

- a. GST Registration number.
- b. PAN card.
- c. Proof of registration/ membership/ affiliation.
- d. Details of experience and proficiency in operating and handling each type of tourism product, depending on category for which application is preferred.
- e. Balance Sheet and P&L accounts for the last 3 financial years, duly certified by a Chartered Accountant mentioning his UDIN number.
- f. Net worth for the last financial year, duly certified by a Chartered Accountant mentioning his UDIN number.
- g. In case of Company, Registration certificate of the company along with Articles of association, address of registration, etc., In case of Partnership firm, registered partnership deed with details of partners, their liabilities and responsibilities.
- h. List of ultimate non-corporate shareholders exercising control in the company certified by a Chartered Accountant.
- i. The address and contact details of all their offices along with the details of the management/ at apex and corresponding level.
- j. Details of tourism staff along with their qualification and experience.
- k. For category B, Standard Earnest Money Deposit is Rs. 10,000/- (Rupees Ten Thousand Only). The Standard Earnest Money Deposit of the empaneled firms/companies shall be retained by IRCTC till the validity of empanelment.
- l. If an empaneled service provider wants to continue their empanelment service then they have to submit their required document as a fresh empanelment.



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.

14. **Insurance** – The service provider throughout the period of contract shall take insurance for damages, loss & injury which may may be required to operate these tours.
15. **Execution of agreement** - The successful Bidder shall be required to execute an agreement on non-judicial stamp paper of Rs.500/- 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.
16. **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.
17. 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.
18. **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.
19. **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.
20. **Notice to the Service provider** - Any notice to be served on service providers shall be deemed to be sufficiently served if delivered at or sent by registered post/courier addressed to the service provider at their 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 Addl. General Manager Tourism, Indian Railway Catering and Tourism Corporation West Zone Mumbai.
21. **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 Group General Manager/Addl. General Manager Tourism West Zone Mumbai or any other officer for the time being entrusted with such functions, duties and powers by IRCTC.
22. **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 in any manner with any of the sub-service providers.
23. **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.
24. **Notice for termination** - In case of any event of default occurred, it shall be lawful for the IRCTC any time thereafter to terminate the Service provider agreement and forfeit the Standard Earnest Money Deposit. However, IRCTC shall give 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.
25. **Selection of L 1** – Letter of award to manage the backend services of tours will be awarded to the empaneled applicant quoting the 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.

26. **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.
27. **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 parties may submit demand in writing for reference of dispute to arbitration as prescribed herein.
 - b. The parties hereto further agree to waive off the applicability of sub-section 12 (5) of Arbitration and Conciliation (Amendment) Act 2015 and will submit demand in writing that the dispute/ differences be referred to arbitration along with format annexed hereto as Format- 5. The demand for arbitration shall specify the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.
 - c. Only such disputes 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 be included in the reference.
 - d. In the event of demand made as mentioned 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 Mumbai. 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.
28. Backend service providers will ensure that the services offered to the tourists of the IRCTC packages are managed by well-trained & courteous staff. Backend service providers 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 the 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.
29. All disputes shall be subject to the jurisdiction of courts at Mumbai.
30. 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.



LETTER OF ACCEPTANCE

To,

Addl. General Manager (Tourism) West Zone
Indian Railway Catering and Tourism Corporation Limited,
2nd Floor, Main Line Station Building,
Central Railway, CSMT, Mumbai - 400001.

Sub: For provision of on-board and off-board services to tourists *for* Category “B” Packages Operated by IRCTC for a period of Two Years.

- (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 the empaneled list.

DISCLAIMER

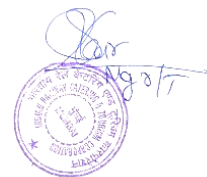
I / We understand that merely filling the Checklist Performa does not mean qualification in the Bid process. The papers / Standard Earnest Money Deposit submitted will be checked and verified by IRCTC subsequently, and the decision taken by IRCTC will be final and binding on me / us.

Signature of Bidder/Authorized Signatory

Name & Designation.

Date and Place:

Company Seal.



FORMAT FOR COVERING LETTER

(To be submitted on Rs. 100/- stamp paper)

To,
Addl. General Manager (Tourism) West Zone
Indian Railway Catering and Tourism Corporation Limited,
2nd Floor, Main Line Station Building,
Central Railway, CSMT, Mumbai - 400001.

Subject: Submission of Expression of Interest (EOI) for empanelment of Service Providers for Category “B” - 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 “B”.

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

