



**CIN -L74899DL1999GOI1101707**

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## **Indian Railway Catering and Tourism Corporation Limited**

**Tender No. 2023/IRCTC/CO/Taxation**

**E- Special Limited Tender for the Outsourcing of Taxation work of Corporate Office  
(Including Internet Ticketing and Punj House Office) of IRCTC Ltd.**

<b>Last date and time of submission</b>	<b>: Monday, 14.08.2023 up to 15.00 Hrs.</b>
<b>Date and time of opening of offers</b>	<b>: Monday, 14.08.2023 at 15.30 Hrs.</b>
<b>Address of Communication</b>	<b>: Group General Manager (Finance) IRCTC, Corporate Office 11<sup>th</sup>Floor, A wing, Statesman House B-148, Barakhamba Road New Delhi – 110001</b>
<b>Budgeted Cost</b>	<b>: Rs. 54,00,000/- per annum (Excluding GST)</b>

- In case 14.08.2023, is declared a holiday, the tender will be opened at the same time on the next working day.

**DISCLAIMER**

1. The information contained in this Tender is being provided by IRCTC for limited purpose of enabling the Bidders to participate and submit a Bid in response to this Tender for ensuring due compliance of the provisions of Direct and Indirect Tax and strictly adhere to the schedules, formats, requirements as per the requirement of the Act. In no circumstances shall IRCTC, or its respective advisors, firms, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this Tender, or the Bidding Process.
2. The objective of the Tender document is to provide the prospective Bidder(s) with all relevant information to assist the formulation of proposals or bids.
3. This Tender may not be appropriate for all persons, and it is not possible for the IRCTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder 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 Tender and obtain independent advice from appropriate sources.
4. IRCTC shall not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation or submission of their Bid. IRCTC reserves the right to amend this Tender or its terms and any information contained herein or to cancel the Bidding Process or altogether abandon the Project at any time by notice, in writing, to the Bidders. Further, it may in no event be assumed that there shall be no deviation or change in any of the herein-mentioned information.
5. 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 Tender.
6. Laws of the Republic of India will be applicable to this Tender.
7. Each Bidder's acceptance of delivery of this Tender constitutes its agreement to and acceptance of the terms set forth in this Disclaimer. By acceptance of this Tender, the recipient agrees that this Tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.

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**Indian Railway Catering and Tourism Corporation Limited****1. Notice Inviting Tender****Tender No. 2023/IRCTC/CO/Taxation****Date: -31.07.2023.****Sub: - Special Limited Tender for the Outsourcing of Taxation work of Corporate Office (Including Internet Ticketing and Punj House Office) of IRCTC Ltd.**

Indian Railway Catering and Tourism Corporation Limited (IRCTC) invite bids through Tender for the Outsourcing of Taxation work of Corporate Office (Including Internet Ticketing and Punj House Office) for a period of One year and further extendable for another one-year on satisfactory performance at sole discretion of IRCTC.

The complete Tender document can be viewed and downloaded only from the website ([www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC), [www.eprocure.gov.in](http://www.eprocure.gov.in), [www.irctc.com](http://www.irctc.com).) till the last date of Closing of tender i.e **14.08.2023 up to 15.00 hrs**, and the same will be opened through online mode in the presence of the representatives of bidders who choose to witness the opening on the **same day at 15.30 hrs** at the communication address. Tender through any other mode except online i.e. only on [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC), hard copies/Fax/Telex/Telegraphic shall not be acceptable.

Tenders should be filled with neat, legible and correct entries, indistinct figures should be avoided. The amount/rates should be filled through online mode only in figures as well as in words at the space provided in the Financial Bid. In case of difference between words and figures, the amount written in words shall be taken as the price bid.

The tender should be digitally signed and/or duly Stamped & Signed at all places provided therein, also each page of the tender document is required to be signed along with the seal by the authorized representative submitting the tender in token of his having acquainted himself with the invitation to bidders, Notice Inviting Tender, Introduction, General instructions to bidders, Terms and conditions, Scope of work, Covering Letter, Price Bid form, List of Documents to be submitted along with the Bid, Agreement Format of the tender document, Non-Disclosure Agreement format etc. Any tender document not signed is likely to be rejected.

The successful bidder shall be intimated about the award of work and the successful firm on issue of letter of award (LOA) shall submit security deposit equivalent to 10 % of the total contract value including GST. IRCTC reserves the right to reject the tender without assigning any reason and shall not be bound to accept lowest offer.

The Notice Inviting tender is enclosed with Introduction, Scope of work, General instructions to bidders, Terms and conditions, Covering Letter, Price Bid form, List of Documents to be submitted online along with the Bid, Annexure "O"- Draft Agreement Format and Annexure "P"- Draft Non-Disclosure Agreement format of the tender document shall form part of the tender document. This document consists of 45 Pages

**For Indian Railway Catering and Tourism Corporation Ltd.****Group General Manager(Finance)**

## 2. Brief Write up of Corporate Profile

Indian Railway Catering and Tourism Corporation Limited was set up by the Ministry of Railways, Government of India to upgrade, professionalize and manage catering and hospitality services at Railway stations, on trains and other locations; to promote domestic and international tourism, development and establishment of Budget Hotels, Rail Ticketing through Internet and to provide quality packaged drinking water. During the financial year ended on 31st March, 2023 the Corporation has reported a total income of Rs. 3662 Crore and net profit (PAT) of Rs.1006 Crore.

The Corporation is presently engaged in the following business activities: -

- Providing catering and Hospitality Services at Railway and Non Railway Units.
- Awarding of licenses for Food Plazas/Fast food units.
- Booking of Rail Tickets & Air Tickets through Internet,
- Managing IRCTC own Payment Gateway (iPay) and own Wallet (iMudra).
- Manufacturing Railneer (Packaged Drinking water).
- Managing Base Kitchen at various stations.
- Promoting Rail based and Air tourism.
- Managing Tourism Facilitation Centers.
- Managing Tejas train.

The Corporation, at present is having the following business establishments: -

- Registered and Corporate Office at New Delhi,
- Zonal Offices at New Delhi, Kolkata, Mumbai, Chennai and Secunderabad,
- Regional Offices at Chandigarh, Lucknow, Jaipur, Patna, Guwahati, Bhubaneswar, Bhopal, Ahmedabad, Ernakulam and Bangalore.
- Major catering units located in-
  - North Zone - New Delhi, Ajmer, Jaipur, Kanpur, Varanasi, Lucknow, Jhansi, Gorakhpur, Allahabad.
  - East Zone - Howrah, Sealdah, Patna, Mugalsarai, Guwahati, Kharagpur.
  - South Zone - Chennai, Madurai, Ernakulam.
  - West Zone - Mumbai, Kota, Nagpur, Bhusawal.
  - South Central Zone – Secunderabad, Bilaspur, Vijaywada, Tirupati.
- Railneer (Packaged Drinking water) Plants at Nangloi (Delhi), Danapur (Patna), Palur (Chennai), Ambarnath (Maharashtra), Bilaspur (Chhattisgarh) are departmentally managed plants, Amethi (Lucknow), Parassala (Kerala), Hapur (Uttar Pradesh), Sanand(Gujarat), Mandideep (Bhopal), Nagpur (M.P), Jagiroad (Assam), Sankrail (West Bengal) Maneri (Jabalpur, MP) , Una (H.P) and Bhusawal (Maharashtra) are managed and Operated by Licensee.
- Internet Ticketing Operations Office at New Delhi.
- Tourism Operations at Punj House, New Delhi.
- Base Kitchens at various ZO/RO.
- Tourism Facilitation Centers at various zones.

### 3. Instructions to the Bidders

IRCTC proposes to obtain offers through e-tendering mode to invite bids through Tender for the Outsourcing of Taxation work of corporate office (Including Internet Ticketing and Punj House Office) for a period of One year and further extendable for another One Year on satisfactory performance at sole discretion of IRCTC.

#### 1. General:

**Last date and time of online submission** : **14.08.2023 up to 15.00 Hrs.**

**Date and time of online opening of offers** : **14.08.2023 up to 15.30 Hrs.**

2. This Tender is based on Single Bid system. The bidder shall submit the bids by online mode only through the website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) in single bid i.e financial bid .

2.1 **Financial bid** - This shall consist of Offer Form for Financial bid duly filled in the format specified herein, in accordance with the instructions and other relevant provisions mentioned in this tender document (**Annexure B**).

2.2 Documents to be submitted by bidders:

1. All the desired details/relevant documentary evidences. (**Annexure N**)
2. The offer form (**Annexure A**) stamped, dated, and signed.
3. The entire tender document in original digitally signed / stamped dated and signed on each page.

Note:

a. All the tender papers should be serially numbered. The Page No.1 (One) of the tender document should be kept as page no. 1 (One).

**b. All the documents should be self-attested by authorised signatory.**

#### **With Financial bid**

The Financial Bid has to be filled through online mode only as per **Annexure – B**.

The bid containing all the required annexures/documents/details shall be **opened on 14.08.2023 at 15.30 Hrs**".

3. To participate in the E- Tender, it is mandatory for the bidders to register themselves on [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 bid; Class-III digital signature is required.

4. Each Bidder shall be deemed to have acquainted him of the scope of work before quoting his price bid. No claim on any grounds for want of such knowledge shall be entertained at any stage

5. **Benefits to Registered SSI/MSEs firms (If Applicable)**

- a) Ministry of Micro, Small and Medium Enterprises vide letter no. 21(1)2011-MA dated 25.04.2012 and Public Procurement Policy for MSEs Order, 2018 has been notified under section 11 of MSMED Act, 2006. The policy is effective from 1<sup>st</sup> April 2019 (Gazette notification of 9-Nov-2018). As per the Public Procurement policy for Micro and Small Enterprises (MSEs) whereby the Small Scale Units (SSI)/Micro and Small Enterprises (MSEs) can avail the following benefits if registered with (i) District Industries Centers or (ii) Khadi and Village Industries Commission or (iii) Khadi and Village Industries Board or (iv) Coir Board or (v) National Small Industries Corporation or (vi) Directorate of Handicraft and Handloom or (vii) Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises.
    - i. Issue of E-Tender form free of cost
    - ii. Exemption from payment of Earnest Money
    - iii. Relaxation in prior experience and prior turnover criteria.
  - b) These benefits shall be given only if the firm/company annex with bid duly attested copy of a valid SSI/MSE registration certificate and the tendered item is mentioned in its SSI/MSE registration certificate.
  - c) The SSI/MSE who are interested in availing themselves of these benefits shall enclose with their offer the proof of their being SSI/MSE registered with any of the agencies mentioned in clause 5 (a) above.
6. Tender is not transferable. Incomplete tenders are liable to be rejected.
  7. Corrigendum/Addendum to this Tender, if any, will be published on website [www.irctc.com](http://www.irctc.com), [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC), [www.eprocure.gov.in](http://www.eprocure.gov.in) only.
  8. The bidders are advised to study tender conditions of this assignment and make themselves conversant with their contents as these shall govern the assignment and shall form an integral part thereof.
  9. IRCTC reserves the right to reject the bidders without assigning any reason.
  10. For any difficulty in downloading/filing & submission of tender document, please contact **-at 080-45811365 or cell no. 8800115628 or 8800107755**

**4. Objective and Scope of Work****Scope of Work: Period of Assignment**

Period of assignment for the work to be undertaken by the Firm will be for the period of One year (starting from the date of commencement mentioned in the letter of award) and can be extended further for one year on satisfactory performance at the sole discretion of the IRCTC LTD. The work will be completed on submission of all the MIS reports for the last month and successful handing over of the records/details/data to the successors/Client and only after receiving the NOC from IRCTC/ Successors.

**A. REGULAR PERIODICAL ACTIVITIES****Direct Taxes Matters: -**

- i. To study the existing internal process followed for the tax compliance and records/reports prepared and to suggest for the improvement, if any.
- ii. Computation and depositing of Monthly TDS (Salary & non-Salary) and reconciliation with the books of accounts. Filing of quarterly TDS returns such as 24 Q, 26 Q, 27 Q etc. Downloading of TDS certificates from the TRACES and providing the same to the concerned party under the record.
- iii. Carrying of corrections required in TDS returns relating to PANs, challans etc. in TRACES and to provide the revised /corrected certificates to the parties concerned.
- iv. Scrutinizing the books of accounts to ensure that the TDS under the Income Tax wherever applicable has been deducted as per the provisions of the Income Tax Act 1961. To compile the reconciliation as to the total expenses incurred under the various heads and the TDS deducted thereon, TDS deducted on lower rates and TDS not deducted with the reasons.
- v. Reconciliation of TDS returns filed with the books of accounts.
- vi. Computing the advance tax liability under the Income Tax Act and suggesting the amount to be deposited before the applicable due date.
- vii. To review, check & ensure that the entries relating to deducting and depositing of TDS are properly booked in ERP system of the Company.
- viii. Periodical reconciliation of TDS deducted by client/customers/ vendors of IRCTC with Form 26 AS and to intimate the detail of parties whose taxes are not reflecting in Form 26 AS to IRCTC for following up with the client.
- ix. Computation and depositing of Monthly Equalisation Levy and reconciliation with the books of accounts. Filing of equalisation levy return such as Form no-1 on time as per the timelines provided in the Income Tax act 1961.
- x. To ensure filing of Annual Income Tax return, Annual Information Report (AIR), Form-61 A (Statement of Financial Transactions) required to be filed and any other return as required to be filed under the Income Tax Act 1961.
- xi. To update the amendments/changes brought in the Direct Taxes from time to time to all the concerned and informing the management to get it implemented in ERP system.
- xii. In case Assessment / Scrutiny of Income Tax/TDS, drafting of reply and submission of the necessary details to the department to get the assessment / scrutiny completed up to the Tribunal level.
- xiii. Preparation of reply to Notices etc. & appearance before the Department/ Authority and submitting of information with the prior discussion with IRCTC up to the Tribunal Level.
- xiv. Providing advice / opinion / update on Direct Tax Matters related to the corporate and various IRCTC offices.
- xv. To prepare the data for Tax Audit, co-ordination with Tax Auditor and ensure smooth and timely completion of Tax Audits.



- xvi. Reviewing and passing of regular entries of taxation in ERP system and reconciling the tax reports in ERP with the tax liability and payment thereof.
- xvii. Co-ordinating with the internal, Statutory and CAG Auditors, providing the data/documents/details for auditors addressing their queries/observations etc. of the company with respect to direct tax.
- xviii. Assisting in making & applying for Tax residency certificate (TRC) of IRCTC in India.
- xix. Assisting in analysing and advising the tax withholding implications on the dividend to be distributed by the company to its shareholders.
- xx. Co-ordinating with Registrar and Share Transfer Agent (RTA), verify the data received from RTA, finalise the final dividend payment sheet after taking into account the withholding implications on dividend to be distributed to domestic and foreign share holder to adhere all the compliances to be required under the Act in this regard.
- xxi. Advising withholding tax implications on various foreign remittance to be made to Non-resident, foreign companies etc and issue necessary certificates required under the Act to remit foreign payments.
- xxii. Assist in the tax planning under the Direct taxes and to suggest for the eligible investment/expenditure bearing tax benefits.
- xxiii. To update about the changes in the income tax Act having impact upon IRCTC and ensure implementation of the same.
- xxiv. Preparation of MIS required by IRCTC relating to Direct Tax.
- xxv. Any other compliance/ related work required to be conducted under the Income Tax Act or as directed by IRCTC from time to time based on its requirement.

#### **Indirect Taxes Matters: -**

- a. To study the existing internal process followed for the tax compliance and records/reports prepared and to suggest for the improvement if any.
- b. Conducting detailed trial balance / ledger review on monthly basis to ensure that GST is being paid on all taxable supplies under forward charge as well as reverse charge Mechanism etc.
- c. To compile the monthly tax computations of all the operations of the corporate office and to pay the due tax before the due date of deposit of tax.
- d. To file the monthly GST returns i.e. GSTR-1, GSTR-3 B. To file the other GST returns to be made applicable such as GSTR -2 or any other return which may be applicable in future.
- e. IRCTC shall appoint GST auditor (if required). GST Auditor's fees shall be borne / paid by the IRCTC. Outsourcing firm shall be responsible to co-ordinate with GST Auditor, compile the data & ensure smooth completion of GST Audit and filing of GSTR-9 & GSTR-9C etc within the prescribed time.
- f. To compile the books of accounts after scrutiny of the transactions and to get all the payment of TDS made before the due date. To file the monthly GST-TDS returns and to provide the TDS certificates to the parties.
- g. To compile the GST-TCS liability for the e-commerce business of the company and to pay the taxes and file the returns required in this regard before the due date.
- h. To generate the e-invoice for the invoices raised by the corporation.
- i. To prepare e- way bill for the dispatch of material.
- j. To scrutinize/review all the input tax credits claimed are in accordance with the provisions of Act and to ensure all the input tax credit has been availed by the company.
- k. To prepare the data for Statutory Audit/Internal audit/CAG Audit/Tax Audit/ /GST department audit and co-ordination with Auditor.
- l. Monthly reconciliation of the input tax credit claimed as per the GSTR-2A/GSTR 2B with the ERP records and to update the IRCTC the detail of parties whose tax is not reflected in GSTR-2A.
- m. Monthly reconciliation of all GST returns (GSTR-1 & GSTR 3B), GST-TDS and GST-TCS with the books of accounts of the company.

- n. Review of tax compliance of any location (including existing and any new units opened during contract tenure) where accounting transactions are booked by IRCTC. Currently Company has 34 such locations as per 'Annexure K'
- o. Reviewing and passing of regular entries of taxation in ERP system and reconciling the tax reports in ERP with the tax liability and payment thereof
- p. To analyse and advise the Company about the changes in GST Act through Amendments, Notifications, Circulars etc.
- q. Advice / opinion / Update on Indirect tax matters related to the corporate and various IRCTC offices.
- r. Assistance in all GST compliances, replying show cause notices, demands notices, cases and other proceedings, as and when required, initiated by appropriate authorities including drafting, filing of replies, stay of demand and submissions, appeal pursuing, assisting and coordinating with GST authorities up to tribunal level.
- s. To advise Company for amendment of existing software about changes or new functionalities required, complying with GST Act & Rules made there under.
- t. Any other compliance required to be conducted under the Indirect Tax Act or any other functions related to indirect tax as directed by IRCTC, time to time, based on its requirement.
- u. Preparation of MIS required by IRCTC relating to indirect taxation.

**Furthermore, any fee/charges applicable/ levied by the Tax Authorities such as return uploading fees, appeal Filing fees or any other statutory filing fees etc. which cannot be termed as "Service to IRCTC" shall be reimbursed to the firm on actual basis i.e. on production of necessary proof of such payment. It may be noted that except, as provided in this clause, no other charges shall be paid by IRCTC from those quoted in the financial bid duly accepted and approved by IRCTC.**

**NOTE 1: The current tender is for the Outsourcing of the taxation work of Corporate Office-(Including Internet Ticketing and Punj House Office) New Delhi. However, the successful bidder firm will also liable to coordinate with all the Zones/RO/Plant for consolidation of various data required by the various auditors and consolidation/compilation at the time of finalization of books of accounts etc.**

**NOTE 2 :- The bidder firm shall attend to all the notices and cases or any queries raised by Income Tax, Service Tax, VAT, GST or any other tax authorities after awarding above contract up to the tribunal level without charging any additional fees. It is further clarified that the notices / cases / queries issued prior to the appointment of the prospective bidder firm related to various taxation matters will also be handled by the firm except for the cases which have already been assigned to various professionals i.e Advocates/Consultant/Chartered Accountant firms.**

<b>5. SUBMISSION OF BIDS</b>			
1.	Documents to be submitted online.	:	<p><b>a.</b> Documents to be submitted online in Bid</p> <ul style="list-style-type: none"> <li>- Annexure 'A' along with supporting document.</li> <li>- Tender document digitally signed/ signed and stamped on each page.</li> </ul> <p><b>b.</b> Documents to be submitted in Financial Bid</p> <p>Financial bid in the prescribed format (<b>Annexure – 'B'</b>).</p>
2.	IRCTC reserves the right to terminate the bidding process	:	IRCTC reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages that the bidder may incur in the process. The Bids can be rejected without assigning any reason. The bidding process is completed with the issue of letter of award to the successful bidder by IRCTC.
3.	Bids not to be entertained	:	Tender through any other mode except online i.e. hard copies/Fax/Telex/Telegraphic shall not be acceptable. Conditional Bids shall not be entertained. Photocopy/reproduction on party's letterhead is not permissible.
4.	Signing and stamping of bid document	:	All the pages of the Tender document must be digitally signed / signed and stamped by the authorized signatory of the bidder. In case of Proprietorship/Partnership firms/LLP authorized signatory may be Proprietor/Partner of the firm and in case of company, Copy of the Board resolution along with attested signature of the signing authority will be required, failing which the Bid shall be treated as invalid.
5.	Date of Submission	:	In case the date of opening of the Bids is a holiday or declared as holiday, the Bids will be opened on the next working day at the same time.
6.	Debarment	:	If Bidder or any of its partner/s or any subsidiary, who have been debarred by IRCTC/Railways/CPSU dept/ Govt of India, shall also be debarred from participating in the future projects of IRCTC/Railway and shall not be eligible to participate in this tender, during the period of such debarment.
7.	Corrupt or Fraudulent Practices	:	<p>IRCTC reserves the right to verify the authenticity of the documents submitted by the bidder. If such a bidder is awarded the contract and on a later date if it is found that the firm has engaged in any corrupt or fraudulent practices, in competing for or in executing the contract, the contractor may, after giving 14 days' notice to the firm, terminate the Contract. For the purpose of this Sub-Clause:</p> <p><b>“Corrupt practices”</b> means the offering, giving, receiving or soliciting anything of value to influence the action of a public official in the procurement process or in Contract execution;</p> <p><b>“Fraudulent practice”</b> means a misrepresentation of facts or</p>

		submission of forged documents in order to influence a procurement process or the execution of a Contract to the detriment of the contractor, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the administration of the benefits of free and open competition.
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**6. AWARD OF CONTRACT**

a.	Opening of Financial Bid		a) Tender will be opened on the scheduled Date and Time as prescribed in the tender document.
b.	Award of Work	:	At the time of allotment of contract, the Security deposit shall be payable by the successful bidder along with acceptance of award of contract. Detail of security deposit is enumerated.
c.	Execution of agreement	:	The successful Bidder shall be required to execute an agreement on non-judicial stamp paper of Rs.100/- at his cost. Till then the terms and conditions as per this tender document and letter of award of work and conditions as mentioned in the draft agreement shall form the binding agreement.
d.	Validity of bids	:	The financial bids submitted by the bidders will remain valid for One hundred and fifty (150) days from the date of opening of financial bid.

## 7. General conditions of Contract

1. If a bid is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the bidder by correction of the nonconformity. IRCTC's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by IRCTC in writing the response to which shall also be in writing and no change in rates shall be permitted in response.
2. Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contracts is made by IRCTC to the bidder. While the offers are under such consideration, bidder and or their representatives/other interested parties are advised to refrain from contacting IRCTC by any means. If necessary, IRCTC will obtain clarifications on the offers by requesting for such information from any or all the bidder, in writing, as may be considered necessary. Bidder will not be permitted to change the substance of their offers after the offers have been opened.
3. IRCTC is however not bound to accept any tender or to assign any reason for non-acceptance. IRCTC reserves its right to accept the bid either in full or in part. Conditional, erroneous and incomplete Bids will be rejected out rightly.
4. IRCTC may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
5. Prior to the detailed evaluation, IRCTC will determine whether each bid is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Documents without material deviations, exceptions, objections, conditionality's, or reservations. A material deviation, exception, objection, conditionality, or reservation is:
  - a. One that limits in any substantial way the scope, quality, or performance of the product/material/stores.
  - b. One that limits, in any substantial way that is inconsistent with the tender documents, the IRCTC rights or the successful bidders' obligations under the contract; and
  - c. One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.
6. Bids are not transferrable. The decision for rejection of bid in this regard by IRCTC shall be final and will not be liable to assign any reasons for such decision.
7. During evaluation, IRCTC may, at its discretion, ask the bidder for clarification(s) of its bid. The request for clarification and response shall be in writing, and no change in the price or substance of the tender shall be permitted in response.
8. The completed documents including the financial offer must be submitted online not later than **14.08.2023 at 15.00 Hrs.** Proposal received after the closing time for submission of proposals shall not be considered.
9. **Wrong information by Bidder:** If the Bidder/s deliberately give/s wrong information in their tender, create/s circumstances for the acceptance of their tender, IRCTC reserves the right to reject such tender at any stage and in the eventuality Security Deposit lying with IRCTC shall stand forfeited and the bidder shall be debarred from taking part in future project for a period of three years.
10. This contract shall become effective upon signing and shall be continued in full force for period of One year further extendable to one year.

### 11. Notification of Award by Issuance of "Letter of Award":

After determining the successful bidder, IRCTC shall issue a Letter of Award (LoA). The successful bidder shall submit letter of acceptance along with requisite Security Deposit amount within a period of 10 days

from the date of issue of letter of award [LoA] and shall sign the agreements within 15 days from the date of issue of letter of award.

**12.** In case of acceptance of offer, IRCTC and Firm shall be required to execute the Contract Agreement on Non-Judicial stamp paper of Rs. 100 /- within 15 days from the date of issue of letter of award

**13. Confidentiality of bid evaluation:**

**13.0** Any information regarding examination and evaluation of bid, clarifications sought thereof and recommendation of the short-listed bidder shall not in any case be disclosed to any person or employee not officially concerned with the process of bidding.

**13.1** IRCTC will treat all information submitted as part of all bids in confidence and will insist that all who have access to such material treat it in confidence

**13.2** IRCTC will not divulge any such information unless it is ordered to do so by any government authority that has the power under law to require its disclosure or due to statutory compliances.

**14. Tender Evaluation:** The process of evaluation of the offers shall be done in Single Stages. Financial bid: - The contract will be awarded to the bidder who has quoted lowest price at Annexure "B" in the price bid. In case two or more bidders quoted same price(L1) then the contract will be awarded to the bidder firm older in terms of years, i.e. incorporation, Registration of Partnership deed/ Registration of LLP/ Registration of partnership etc.

**15.** The cost of preparing the bid document including visits to the office of IRCTC will not be reimbursable.

**16.** IRCTC reserves the right to reject or accept any tender in whole or in part on account of credentials, technical capability, past performance or any other evaluation criteria to ensure uninterrupted services. The decision of IRCTC in this regard will be final and IRCTC shall not be liable to assign any reasons for the decision.

**17.** The Bidder must ensure that the conditions laid down for submission of offers as detailed is completely and correctly fulfilled. Tenders, which are not complete in all respects may summarily be rejected.

**18.** The Bidders are expected not to propose any alteration/s to any of the conditions in the tender. The stipulated conditions embodied in the Tender shall be binding on the bidders.

**19.** Any conditional tender shall be summarily rejected.

**20.** The submission of any offer and documents shall constitute an undertaking that the bidder shall have no cause/right for any claim against IRCTC for rejection of the offer. IRCTC shall always be at liberty to reject or accept any offer at its sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against IRCTC.

**21.** Submission of tender implies that he/they has/have made himself/themselves aware of scope of work to be done, and generally all necessary information as to the risks/contingencies and other circumstances which may influence their costs and no extra charges consequent on any misunderstanding/misconception shall be allowed.

**22.** The Bidder/s shall submit an analysis of rates if called upon to do so to ascertain the reasonableness of the rates.

**23.** Canvassing in connection with tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.

**24.** In case of any doubt/ambiguity, the decision of IRCTC will be final and binding on the bidders.

**25. Blacklisting/Debaring:** The firm merely by filling the forms confirms that it has not been blacklisted / debarred by any government department / agency, Reserve Bank of India, nationalized bank, or any Public-Sector Undertaking /Unit or body. The firm is advised not to fill in the Tender form if they have been disqualified by any of the government agency/ies otherwise their proposal will be summarily rejected. More over the supporting Self-Declaration letter as per **Annexure C** “ should be submitted.

**26. False Information:** In case if it is found that the firms has not given the correct information and flouted any condition or the firm does not have all the appropriate Contracts and all the statutory permissions, whatsoever required, to carry out the activity as required in these assignments and allied works then IRCTC reserves the rights to cancel the work order issued to him/her at any stage. In such eventuality IRCTC shall forfeit the security deposit and debar the bidder from participating in any contract for a period of three years. IRCTC also reserves the right to award his/her quantum of work to some other agency in the manner as deemed fit.

**27. Indemnity:** Further, by submitting the documents for Tender forms, the firm agree to indemnify IRCTC for any of the consequences arising out of non-availability of any of the requisite permissions/ licenses / insurances / any other statutory permission whatsoever required for carrying out this work. Also by submitting this bid, the firm indemnifies IRCTC for any of the consequences arising out of non-compliance of any of the conditions laid by the statute for agency or their representatives/ officials in carrying out this work.



## 8. Responsibility of IRCTC and Bidder Firm

### 1. IRCTC Responsibility

- (a) IRCTC shall nominate nodal officer for Corporate office.
- (b) IRCTC will provide space, Computer & Printer etc. to the successful bidder Firm for providing services as has been specified under Objectives and Scope of work.
- (c) IRCTC will release payment as per the terms and conditions of the contract.
- (d) IRCTC will reimburse cost statutory fees paid by the Firm on behalf of the Corporation on submission of proper receipt/bill.

### 2. Bidder Firm's Responsibility.

- (a) Firm will provide **minimum staff** having qualification and experience as has been mentioned below to complete the scope of work as mentioned in objective and scope of work.

#### At Corporate Office (Delhi): -

- i) Firm shall nominate **One Senior Chartered Account** having minimum 10 years' post qualification experience in Taxation field as nodal officer. (As and when required)
- ii) **One Full time CA/ICMA** having at least three year's post qualification experience in Accounts & Taxation field.
- iii) **Two full time B. Com / M. Com** having three years' post qualification experience in the Accounts & Taxation field.

**NOTE: - The staff requirement mentioned above is only indicative however, the main deliverable in the current tender is objective and scope of work as already mentioned on page No. 8 to 10. Firm may require to appoint adequate number of staff to achieve the desired scope of work and to meet the various timelines provided in statutes.**

- (b) Firm shall pay the statutory fees /charges applicable/ levied by the Tax Authorities such as return uploading fees, appeal filing fees or any other statutory filing fees etc. which shall not be termed as "Service to IRCTC" hence, the same shall be reimbursed to the firm on actual basis i.e. on production of necessary proof of such payment.
- (c) Firm will provide services to IRCTC for all the existing taxation as well as any tax regime implemented in future by the Government of India during the contract period.
- (d) Firm will be responsible for all the work as mentioned in the scope of work and any other work assigned by IRCTC from time to time.

**NOTE: - The Qualifications, credentials & experience as mentioned in bidder firm's responsibility above must be verified and approved by nominated IRCTC official before deployment/ change of staff during the tenure of the contract.**

## 9. Special Conditions of Contract

The contract will be governed by IRCTC's General Conditions of the contract ([www.indianrailways.gov.in](http://www.indianrailways.gov.in)) as well as Special Conditions of Contract for General part as mentioned herein. In case of conflict between the two i.e. General Conditions of the contract and Special Conditions of Contract, the provisions of Special Conditions of Contract shall prevail.

1. **Definitions and Interpretations:** In the tender document, unless the context otherwise requires:
  - 1.1 **"Applicable Law"** shall mean the Indian Law both substantive and procedural.
  - 1.2 **"Bidder"** means the person(s), firm, company or organization who is under the process of being contracted by IRCTC for delivery of service. The word is considered synonymous to Firm.
  - 1.3 **"Firm/Agency"** means the successful Bidder that may provide or provides the Services to IRCTC under the Contract.
  - 1.4 **Contract Value"** means the price in Indian rupees for the performance of the Services for the complete Scope of Work as per Tender document.
  - 1.5 **"Services"** means the work to be performed by the successful bidders pursuant to this contract, as described in the detailed **"Scope of Work"**
  - 1.6 **"Acceptance of Bid"** means the letter/telex/telegram/fax or any memorandum communicating to the bidder as the acceptance of his bid.
  - 1.7 **"Contract"** means the written agreement entered into between the IRCTC and the bidder, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.8 **"Corrupt Practices"** means the offering, giving, receiving or soliciting of anything of value to influence the decision making process.  
The terms "Contract" and "Tender" have been used interchangeably.
  - 1.9 **"Closing Time"** means the date and hour specified in the bidding documents for the submission of bids.
  - 1.10 **"Day"** means calendar day
  - 1.11 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.12 **"IRCTC"** would mean IRCTC Catering and Tourism Corporation Ltd acting through its Addl General Manager or any other representative authorized by him.
  - 1.13 **"IRCTC Nodal Officer"** means designated representatives of IRCTC authorized as head of concerned project and is authorized to take decisions on behalf of IRCTC in respect of Taxation work.
  - 1.14 **"Republic"** means the Republic of India.
  - 1.15 **"SCC"** means the Special Condition of Contract.
  - 1.16 **"Bidder"** Shall mean a company/firm in its individual right.
  - 1.17 **"Written"** or **"in writing"** means handwritten in ink or any form of electronic or mechanical writing.
  - 1.18 **"Work"** means outsourcing of taxation work of corporate office (Including Internet Ticketing and Punj House Office) of IRCTC, New Delhi "Project" and "Work" has been used interchangeably.
2. **Patent Rights:** The firm shall indemnify IRCTC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the IRCTC.
3. **Tenure:** Contract shall be for a period of 01 (one) years from the date of commencement of the assignment and shall be further extendable for one year on satisfactory performance.
4. **Validity:** The offer shall be kept valid for acceptance for a minimum period of **150 (One Hundred & fifty days)** calendar days from the date set for opening of tenders. If any bidder withdraws before the said period or makes any modifications in the terms & conditions of the Tender, then

- IRCTC shall be at liberty to debar such bidder for participating in future projects of IRCTC for a period of three years.
5. **Time and Extension for delay:** The time allowed for execution of the work as specified in the tender or the extended time in accordance with the conditions laid down in this tender, shall be the essence of the contract. The work shall commence from the date of issue of letter of award for Work.
  6. If the firm commits default in commencing the work or complete the respective task as aforesaid, IRCTC shall without prejudice to any other right (s) or remedy is at liberty to withdraw the award and forfeit the Security Deposit.
  7. **Custody of reports and confidentiality:** The successful bidder should sign a NDA (Non-Disclosure Agreement) with IRCTC. During the execution of outsourcing/ consultancy work, the firm shall observe strict confidentiality regarding the documents handed over to them for reference and shall not retain any copy nor part with any information to any other party or persons The reports/ documents generated by the firm on the subject shall be the property of IRCTC and any misuse of the information so generated shall attract penal provision as outlined but not limited to in clause 10.
  8. TDS/ GST TDS etc. as applicable will be made from sums paid for carrying out the work under this tender.
  9. **Penalty:** The work throughout the stipulated period of contract shall be carried out with due diligence. If the firm fails to complete the work to the satisfaction of IRCTC within the time prescribed or within the extended time under the contract, the firm shall, without prejudice to any other rights to remedy of IRCTC on account of such breach, pay-a penalty amount of 0.5 percent of total fee per week or part thereof subject to a maximum of 10% of the Total Fee. IRCTC, without prejudice to any other method of recovery, shall be at liberty to deduct the amount of such damages from any money due or which become due to the firm. The recovery or deduction of such damages shall not relieve the firm from any obligations and liabilities under the contract. IRCTC reserves the right to forfeit the Security deposit and terminate the contract in case of failure in completion of work as per the terms and conditions of the contract. The maximum penalty provision (i.e. forfeiting of Security Deposit and termination of Contract) shall be evoked under following circumstances as well:
    - Non timely satisfactory delivery of desired work/services mentioned in Scope of Work.
    - Breach of confidentiality as laid down.
    - Fraudulent or corrupt practice.
    - Conflict of Interest as stipulated.
  10. **Unsatisfactory services:** - In the event of unsatisfactory service of the firm, persistent complaints from various offices of IRCTC and services below the standard or any failure or default at any time on the part of the bidder firm to carry out the objective and scope of work of the tender to the satisfaction of IRCTC. IRCTC shall reserve the right to make any substitute arrangement as it may deem necessary at the cost and risk of the firm to forthwith terminate this agreement without any previous notice to the firm and in case of such termination the Security Deposit shall be forfeited by the IRCTC and the firm shall have no claim what so ever against IRCTC or any of the officials in consequence of such termination of the agreement. Further, the firm shall also be debarred from participating in the future projects of IIRCTC for a period of three years. The firm agrees to make good all cost and expenses, if any incurred by the IRCTC for making the substitute arrangements. The decision of IRCTC will be final and binding in this regard.
  11. IRCTC reserves the right to terminate the contract by serving ten (10) days' notice to the firm if the lapses mentioned above are found to be of serious nature. In the event of termination, in addition to the Security Deposit, other sums that are due or are likely to be due to the firm shall also be forfeited.
  12. **Security Deposit:** The Firm, whose tender is accepted, shall have to deposit the Security Deposit (refundable without interest) amount equal to 10% (Ten percent) of the Total contract value

(including GST) for the Work in the form of Demand draft in favour of “IRCTC Ltd” on any scheduled commercial bank payable at ‘New Delhi’. The Security Deposit which will be refunded after successful completion of the work awarded as per the terms and conditions without any interest.

- a) The Security Deposit amount shall be forfeited in the following cases:
- i. If the Bidder withdraws or modifies its proposal in the interval between the contract period.
  - ii. If the Bidder fails to provide the satisfactory services within the stipulated time or any extension thereof provided by IRCTC. The decision as to what constitutes “satisfactory services” shall be solely with IRCTC, whose decision in this regard shall be final and binding.
  - iii. If at any point of time it is found that the bidder has submitted any incorrect or forged information / document.
  - iv. The selected firm will not be permitted by IRCTC to opt out before the completion of the Contract period. In the event of failure of firm, the security deposit shall stand forfeited.
  - v. In case bidder fails to fulfil the scope of work within prescribed time as specified under the Acts.
  - vi. In case the bidder does not make the payment of taxes within prescribed time, any interest, penalty or any other amount charged by the Govt. / Tax authority in this regard shall be recovered from the amount payable to the bidder.

13. This contract shall become effective upon signing and shall be continued in full force and effect till the completion of assignment.

#### 14. PAYMENT TERMS

14.1 No Advance shall be paid by IRCTC.

14.2 Payment towards performance of services under the contract shall be made on satisfactory completion of services on Monthly Basis.

14.3 The monthly GST compliant invoice of the services will be raised on IRCTC Corporate Office as per the accepted rate and the same shall be submitted to the Nodal Officer appointed by IRCTC.

14.4 The payment will be released by the appointed Nodal Officer after verification of the invoices submitted.

14.5 All payment shall be subject to recoveries towards statutory deductions, LD (If any) etc.

14.6 The payment will be made by electronic transfer to the account of the firm.

14.7 TDS, GST TDS etc. (as applicable) will be made from sum paid to carrying out the work this tender.

15. **Standard of Performance:** The firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to IRCTC, and shall at all times support and safeguard IRCTC's legitimate interests in any dealings with Third Parties.

16. No additional amount shall be paid by IRCTC on account of any escalation in costs during the contract period or any further period duly extended by IRCTC.

17. **Compliance of Instructions:** The firm shall comply with any other instructions issued by IRCTC from time to time within a reasonable time, as may be necessary to ensure better services. IRCTC

reserves the right to amend any of the clauses of the agreement and also to add fresh clauses from time to time. The rider agreement in this regard shall be executed between the parties within 15 days of amendment / changes.

**18. Labour Law and other regulations (EPFO & ESIC etc.):** It is distinctly understood by the bidder that the employees engaged by it will be deemed to be its employees and the bidder will be entirely responsible for compliance of all laws and rules governing employment of such employees. It shall also be responsibility of the bidder to comply with all laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and order of any governmental authority including municipal authorities.

**19.** All notices to be given on behalf of IRCTC and all other actions to be taken by IRCTC may be taken by Addl. General Manager – Finance, IRCTC, Corporate Office or any other officer(s) for the time being entrusted with such functions, duties and powers by IRCTC.

**20. Dispute Redressal Mechanism:**

- a) In the event of any dispute or difference between the parties hereto as to the construction, operation and interpretation of this contract/tender document or the respective right and liability of the parties on any matter in question, the Parties agree to use their best efforts to resolve all disputes in prompt and equitable manner.
- b) In the event, the Parties are unable to resolve the dispute as has been mentioned in the preceding clause (a), either party by way of submitting a demand in writing, refer the dispute to the Arbitration comprising of a Sole Arbitrator to be appointed from the approved list of Empanelled Arbitrators by CMD/IRCTC. The demand made in writing shall specify the matters which are in question, or subject of dispute or differences as also the amount of claim. Further, only such dispute/differences in respect of which demand has been made, together with counter claim or set off given by IRCTC shall be refer to Arbitration and other matters shall not be included in the reference.
- c) If the Arbitrator so appointed refuse to act as Arbitrator, withdraws from his office as Arbitrator, or vacate his/her office/offices or is unwilling to perform his/her function as an Arbitrator for any reason whatsoever, or in the opinion of the CMD/IRCTC fails to act without undue delay, CMD/IRCTC shall appoint any Arbitrator to act in his/her place in the same manner in which the earlier Arbitrator was appointed.
- d) The parties further agree to waive off the applicability of subsection 12(5) of the Arbitration and Conciliation Act, 1996(as amended) and will submit a demand in writing that the dispute/difference be referred to the Arbitration.
- e) In case the parties do not agree to the appointment of the sole Arbitrator as has been specified above, both the parties shall appoint their respective Arbitrator who shall thereafter appoint the presiding Arbitrator for adjudication of dispute by so constituted Arbitral Tribunal. Arbitration shall be subject to the provisions of Arbitration and Conciliation Act, 1996(as amended from time to time).
- f) The award of Arbitral Tribunal shall be final and will be binding on both the parties to the tender.
- g) The venue of Arbitration shall be at New Delhi. The fees and other expenses of the Arbitration shall be borne jointly by both the Parties in terms of IRCTC circular/guidelines dated 18.10.2019.

**21. Exclusion of liability:** - IRCTC shall not be liable to the firm for any loss or liability arising out of or in connection with the performance of the above services for loss, revenues, business, anticipatory savings or profits or any indirect or consequential loss howsoever arising.

**22. Force Majeure:** - In the event of any unforeseen event directly interfering with the operation of services arising during the currency of the agreement; such as war, insurrection, restraint imposed by the Government, Act of legislature or other authority, explosion, accident, strike, riot, lock out, Act of public enemy, Acts of God, sabotage; the successful bidder shall, within a week from the commencement thereof, notify the same in writing to the IRCTC with reasonable evidence thereof.



**23. Liability and Indemnity:-** The firm 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 firm, its employees, agents, representatives or contractors, including prosecution under any legislation.

**24. Termination of Contract:**

(i) Either party may terminate the contract by giving three-month notice. However, the firm shall continue to operate till the operationalization of new firm. The contract will be deemed to be terminated at the end of the contractual period unless an extension or renewal is given by IRCTC on or before the last date and communicated to the successful bidder in writing and duly accepted.

(ii) In the event of defaults mentioned hereunder, IRCTC may issue a notice of 15 days to the firm to remedy or make good such breach and in spite of such notice in writing, if the firm fails to remedy the breach, it shall be lawful for the IRCTC to terminate the contract. In that eventuality, the decision of IRCTC shall be final and binding on the firm.

- a. Breach of any of the terms or conditions or obligation of Contract on part of firm / his employees / agents/representatives.
- b. IRCTC at their discretion may call for any record to satisfy themselves regarding the service provided. Bidder shall provide every document related to IRCTC, failing which it will tantamount to breach of condition of the contract.
- c. The bidder being adjudged bankrupt/insolvent.
- d. Repudiation of agreement by bidder or otherwise evidence of intention not to be bound by the agreement.
- e. Persistent closure of business by the firm for consecutive 45 days or more in any business year.
- f. Failure to adhere to any of the due dates for service specified by in the contract.

(iii) IRCTC shall be entitled to terminate the contract forthwith without any notice in case of serious and repeated defaults by bidder.

**25.** Successful bidder would be given maximum ten (10) days’, from the date of issue of the letter of award of contract, for submitting the Security Deposit and to convey its acceptance of award. In case Bidder fails to accept the offer of award of contract, the bidder shall be debarred from participating in the future tender of IRCTC for a period of three years or more as decided by the IRCTC.

**26. Miscellaneous**

- a. Compliance with Laws. Each party will comply with all applicable laws, and regulations in fulfilling its obligation under this tender besides instruction/rules issued by Ministry of Railways.
- b. Intellectual Property: Except to the extent expressly stated otherwise, neither party will acquire any right, title or interest in any Intellectual Property Rights belonging to the other party, or to the other party’s licensors. Intellectual Property Rights” means all copyrights, moral rights, patent rights, trademarks, rights in or relating to Confidential Information and any other intellectual property or similar rights (registered or unregistered) throughout the world.
- c. Confidentiality: The recipient of any confidential information will not disclose the confidential Information except to employees, agents who need to know and who had agreed in writing to keep it confidential. The recipient will ensure that those people and entities use Confidential Information only to exercise rights and fulfill obligations under this agreement, while using

reasonable care to keep the confidential information confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

- d. Assignment. Other than in the context of an internal restructuring or reorganization of parties, neither party may assign any part of this Agreement without the written consent of the other, any other attempt to transfer or assign is void.
  - e. No Agency: This Agreement does not create an agency, partnership, or joint venture between the parties.
  - f. Till the formal agreement is signed between Bidder and IRCTC, this tender document will form a binding agreement with IRCTC. The terms & conditions of the tender document will be binding on both the parties.
- 27. Usage of data / documents / information:** Post engagement, the selected Agency shall ensure that the documents, data, information etc if imparted by IRCTC or if come to the knowledge of the firm, are / is not used or permitted to be used in any manner (directly or indirectly) incompatible or inconsistent with that authorized by IRCTC in writing. The confidential information will be safeguarded and the firm shall take all necessary actions to protect IRCTC, its customers, employees and Government of India's interest against misuse, loss, destruction, alterations or deletions thereof. **Any violation of the same will be liable for action under the law which shall entitle IRCTC to claim damages from the agency apart from taking action under the appropriate Law. This is an irrevocable condition and it will continue to be in force even if the agreement is terminated. The Bidder shall be governed by the NDA signed and all the applicable laws.**
- 28. Inspection:** IRCTC reserves the right to depute its Officers, Auditors, other officials as it may deem fit etc. to visit the office / commercial site of the successful bidder for checking their infrastructure, man power and other related resources, documents mentioned and for checking records, quality controls, work processes etc.
- 29. Jurisdiction:** The courts at New Delhi shall have exclusive jurisdiction to decide any dispute arising out of or in respect of this tender.

**Covering Letter**

(To be printed on company's letterhead)

**The Group General Manager –Finance,  
IRCTC Corporate Office,  
11<sup>th</sup> Floor, Statesman House  
B-148, Barakhamba Road  
New Delhi – 110001**

Ref: **Tender No. 2023/IRCTC/CO/Taxation**  
Sir,

- Being duly authorized to represent and act for and on behalf of \_\_\_\_\_ (herein the applicant), and having studied and fully understood all the information provided in the Instructions to bidders, Notice Inviting tender, Brief write up of IRCTC, responsibility of IRCTC & firm, objective & Scope of work, Special conditions of contract, Price Bid form, List of Documents etc to be submitted along with the Bid, the undersigned hereby offer our Bid for the engagement of Firm for IRCTC.
- This offer is made with full understanding that:
  1. IRCTC reserves the right to reject or accept any offer, cancel the Firm Work, and / or reject all offers and I/we shall have no claim in that regard against IRCTC.
  2. I/We hereby confirm that I/we have read, understood and accepted all the detailed terms and conditions of this offer as required for the Firm Work.
  3. I/We agree to keep our offer valid for one hundred fifty (150) Days from the date of submission of Offer thereof and not to make any modifications in its terms and conditions, which are not acceptable to IRCTC. Should this Bid be accepted, I/we hereby agree to abide by and fulfill all the terms, conditions of the aforesaid Offer and bind ourselves to complete all formalities from time to time as required.

Authorized Signatory

Date:

Name and seal of Firm

Place:

**Encl:**

Digitally signed and/or duly stamped & signed Instructions to bidders, Notice Inviting tender, Brief write up of IRCTC, responsibility of IRCTC & firm, objective & Scope of work, Special conditions of contract, Price Bid form, List of Documents etc to be submitted online along with the Bid.



## PRICE BID FORM

S.No.	Assignment	Zone/Office	Unit of measurement	Amount Exclusive of TAX (Rs)	Amount in words (Rs.)
1	<b>Fee for scope of work as mentioned in Objective and Scope of Work (Page No-8 to 10</b>	<b>Corporate Office/ New Delhi (Including Internet Ticketing and Punj House Office)</b>	<b>Lump sum (Monthly)</b>		

## Note:

1. The bidder shall quote Lump sum (Monthly) amount (excluding taxes).
2. L1 bidder shall be decided on the basis of lowest price quoted above.
3. In case two or more bidders selected as L-1, having the same quote, the bidder firm older in terms of years, i.e. incorporation, Registration of Partnership deed/ Registration of LLP/ Registration of partnership etc. will be awarded the contract.
4. Tax Charges as levied shall be applicable be paid at prevailing rates at the time of payment subject to submission of necessary document.
5. Please read the Scope of Work, Responsibility of bidder firms & Terms and Conditions carefully before filling the Price Bid Form.
6. In case discrepancy between the amount in word and figures, the former will prevail.

Date:

Signature

Place:

(Authorized Representative of Firm)

For and on behalf of M/s \_\_\_\_\_

Official Seal:

**Letter of Undertaking (On Firm/Company Letter Head)**

Date: -

To,

GGM (Finance),  
IRCTC,  
New Delhi.

**Subject: Letter of Undertaking for not been convicted by a Court of Law.**Ref: **Tender No. 2023/IRCTC/CO/Taxation**

Dear Sir,

This is with reference to the tender named as “**Special Limited Tender for the Outsourcing of Taxation work of Corporate Office (Including Internet Ticketing and Punj House Office) of IRCTC Ltd, New Delhi.**” We <Name of the Bidder> hereby confirm that we have not been convicted by a Court of Law or indicted by a regulatory authority for a grave offence against it. It is further confirm that we have not been debarred/ blacklisted due to default in performance of contract for any purposes and there is no investigation pending against it or the Principal Officers/Partners.

For (Name of the Bidder Company)

Authorized Signatory (Seal &amp; Stamp)

**On Firm/Company Letter Head**

Annexure 'D'

**Signing Authority Letter**

Date: -

To,

GGM (Finance),  
IRCTC,  
New Delhi.

Subject: Signing Authority Letter

Dear Sir,

This is with reference to the tender named as “**Special Limited Tender for the Outsourcing of Taxation work of Corporate Office (Including Internet Ticketing and Punj House Office) of IRCTC Ltd.**” Dated 31.07.2023 we hereby authorize (Name of the bidder’s official with designation) to sign the said bid on the behalf of (Name of the Bidder Company).

For (Name of the Bidder Company)

Authorized Signatory (Seal &amp; Stamp)

**Letter of Acceptance of Terms & Conditions (On Firm/Company Letter Head**

To,

GGM (Finance),  
IRCTC,  
New Delhi.

Subject: Letter of Acceptance of Terms & Conditions.

Dear Sir,

This is with reference to the tender named as **“Special Limited Tender for the Outsourcing of Taxation work of Corporate office (Including Internet Ticketing and Punj House Office) of IRCTC Ltd”** dated 31.07.2023. We agree to all the terms and conditions mentioned in the tender.

Signature of the Bidder

For (Name of the Bidder Company)

Authorized Signatory (Seal & Stamp)

## Annexure 'F'

(On Firm/Company Letter Head

**Subject: "Special Limited Tender for the Outsourcing of Taxation work of Corporate office (Including Internet Ticketing and Punj House Office) of IRCTC Ltd.**

Reference: **Tender No. 2023/IRCTC/CO/Taxation**

**NO DEVIATION CERTIFICATE**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender without any reservations whatsoever. We hereby undertake and confirm that we have understood all the specifications, stipulations, terms and conditions as mentioned in this tender enquiry. Deviations, if any mentioned elsewhere in our bid will be treated as null and void by IRCTC.

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:

(On Firm/Company Letter Head

Annexure –'G'

**Subject: Special Limited Tender for the Outsourcing of Taxation work of Corporate office (Including Internet Ticketing and Punj House Office) of IRCTC Ltd**

Reference: **Tender No. 2023/IRCTC/CO/Taxation**

### **GENERAL DECLARATION CERTIFICATE**

I, \_\_\_\_\_ hereby certify that all the information and data furnished with regard to this tender No.....

are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I/We do hereby also declare that during the tenure of contract any tax implementation on IRCTC, any amendment in Tax Law/guidelines issued by Central/State Government from time to time shall be automatically applicable to the contract to the extent they improve upon the stipulation of this tender from IRCTC view.

I/We also undertake to maintain confidentiality of documents & information which shall be used during the execution of the Contract and the documents & information shall not be revealed to or shared with third party which shall not be in the business interest of IRCTC.

I further certify that I am the duly authorized representative of my company i.e. under mentioned bidder for signing and submission of bids and all other documents.

**(Signature & seal of authorized signatory)**

**(This is to be given on the letter head of the bidder)**

(On Firm/Company Letter Head

ANNEXURE - 'H'

**Subject: Special Limited Tender for the Outsourcing of Taxation work of Corporate Office (Including Internet Ticketing and Punj House Office) of IRCTC Ltd**

Reference: **Tender No. 2023/IRCTC/CO/Taxation**

### **DECLARATION ON NON DISCLOSURE**

M/s..... Willing to provide service to IRCTC for

Tax Outsourcing & consultancy work; hereby undertake to comply with the following in line with information security of IRCTC:

- 1.0** To maintain confidentiality of documents & information used during the execution of the contract.
- 2.0** The documents & information shall not be revealed to or shared with third party in any manner which is detrimental to the business interest of IRCTC.

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:

## Annexure 'T'

(On Firm/Company Letter Head)

**Subject: Special Limited Tender for the Outsourcing of Taxation work of Corporate Office (Including Internet Ticketing and Punj House Office) of IRCTC Ltd.**

Reference: **Tender No. 2023/IRCTC/CO/Taxation****NEFT Format**

<b>Beneficiary Name</b>	
<b>Beneficiary Bank Name</b>	
<b>GST Number</b>	
<b>Beneficiary Bank address</b>	
<b>IFSC CODE of the bank</b>	
<b>Beneficiary Account Number</b>	
<b>Email ID</b>	
<b>PAN</b>	

**Enclosed:** A photocopy/cancelled copy of one leaf from cheque book for the codes required above.

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform IRCTC in case of any changes in the Bank Particulars at a future date.

Thanking you,

Yours sincerely,

Signature:

Name:

Designation:

Company Name:

Date:

Company Seal:



**(On Firm/Company Letter Head)**Annexure 'J'**Subject: Special Limited Tender for the Outsourcing of Taxation work of Corporate Office  
(Including Internet Ticketing and Punj House Office) of IRCTC Ltd.****Reference: Tender No. 2023/IRCTC/CO/Taxation****FIRM DETAILS**

Name of the Firm	
Address	
Name of the Authorized Partner /Proprietor / Associate / Others	
Telephone Nos.	
Fax No.	
Mobile No.	
Email Address	
Date of Establishment	
Web Site Address (if any)	
Name and phone no of Contact Person  PAN No.  GST Registration Number.	

Signature of Authorized Signatory of Bidder

Name:

Designation:

Date:

Place:

Seal of Organization:

**Details of Zonal/Regional/Unit offices of IRCTC Limited.**

S.No.	Name of Offices	Address of offices
1	Corporate Office	11th and 12th Floor,B-148, Statesman House, Barakhambha Road Connaught Place, New Delhi - 110 001
2	Internet Ticketing Centre	New Operation Centre, Northern Railway Reservation office, IRCA Complex Chemsford Road, New Delhi-110055.
3	Tourism office	M-13, Punj House, Block M, Connaught place , New Delhi -110001
4	Railneer Plant, Nangloi	Northern Railway's Wireless Station Area Opp. Nangloi Bus Depot, Nangloi, Delhi – 110041
5	Railneer Plant, Danapur	Railneer Plant, Loco Colony, South of RPF Barracks Khagaul, Danapur, Patna – 801105
6	Railneer Plant, Palur	Palur Railway Station, Changalpattu – Kanchipuram Main Road, Palur Village, Chengalpattu Taluk, Kanchipuram District, Pin – 603101
7	Railneer Plant, Bilaspur	Plot No. 22 & 23, Sec.-B, Sirgitti Industrial Area, Bilaspur, District – Bilaspur (C.G.) – 495004
8	Railneer Plant, Ambernath	GIP Dam, Near Additional MIDC, Post- Anand Nagar, Ambernath, District – Thane (M.H.) – 421506
9	Railneer Plant , Amethi	Plot No C11 & 12, UPSIDC Industrial Area, Takaria Gauriganj, Distt.Amethi
10	Railneer Plant, Parassala	Railway Yard, New Parassala, Railway Station , Kerela-695502
11	Railneer Plant, Hapur	IRCTC , I-2 ,UPSIDC, MASSORI GULAWATI ROAD, DIST –HAPUR ,STATE-U.P
12	Railneer Plant, Sanand	Plot No.-668, Sanand-II,(BOL) Engeering Industrial Estate, Ahmedabad, Zone-2(Gujarat)-382110
13	Railneer Plant, Mandideep	Plot No. 01, Warehousing Complex, Industrial Area, Mandideep, Phase-II, District – Raisen (MP)
14	Railneer Plant, Nagpur	D-53, MIDC Buti Bori Industrial Area , Dist:- Nagpur 440016
15	Railneer Plant, Jagiroad	Village Borkhal under Uttar Khola Mouza, Amlighat, District – Morigaon, Guwahati (Assam) – 782410
16	Railneer Plant, Sankrail	FP3/8, Food Park, Phase-III, Sankrail, Howrah (West Bengal) – 711302
17	Railneer Plant, Maneri	Plot No. – 11, Sec. – E, IGC Maneri District, Mandla (Jabalpur), Madhya Pradesh - 481885
18	Rail Neer Plant –Una	Plot No- 5-A (1) , Industrial Area , Mehatpur Tehsil, Dist Una (H.P)
19	Rail Neer Plant –Bhusawal	Plot No- F-20 , Bhusawal Industrial Area , Bhusawal,, Dist Jalgaon-Mahrashtra
20	North Zone Office	Rail Yatri Niwas, Ground Floor, New Delhi Railway Station, Ajmeri Gate Side, New Delhi - 110002.
21	East Zone office	Old Koilaghat Building, 3, Koilaghat Street, Kalkata - 700001.
22	West Zone office	2nd Floor, New Administration Building, Central Raliway, CST, Mumbai - 400001.
23	South Zone office	6A, The Rail Street Place, 9, Mc Nicolas Road, Chetpet, Chennai -

		600031.
24	South Central Zone office	3rd Floor, Oxford Plaza, Sarojini Devi Road, Secunderabad - 500003.
25	Lucknow Region Office	Paryatan Bhawan, 2nd Floor, C-13, Vipin Khand, Gomati Nagar, Lucknow - 226010.
26	Jaipur Region Office	708, 7th Floor Crystal Mall, Sawai Jai Highway, Banipark, Jaipur - 302016.
27	Chandigarh Regional Office	SCO-80-81-82, 3rd Floor, Sector - 34 A, Chandigarh - 160034.
28	Bhubaneswar Regional Office	A-0/1, Ground Floor, Bhubaneswar Fortune Towers, chandrasekharpur- 751023.
29	Patna Regional Office	Biscoman Towers, 4th Floor, West Gandhi Maidan, Patna - 800001.
30	Guwahati Regional Office	4-D, Mandavi Apts., In front of Ravindra Bawan, GNB Road, Ambari, Guwahati, Assam - 781001.
31	Bhopal Regional Office	2nd Floor, Bank of India Building, Arera Hills, Bhopal- 462004.
32	Ahmedabad Regional Office	5th Floor, Pelican Building, Gujarat Chamber of Commerce and Industry, Ashram Raod, Ahmedabad-380009.
33	Bangalore Regional Office	C.B. Royale Building, 2/2 - Dr. Rajkumar Road, Rajaji Nagar Bangaluru - 560010.
34	Ernakulum Regional Office	Sali-harcade, Ist Floor, Building No. 40/8194, Convent Road, Kochi - 682035.

**Note-This list is only inclusive not exhaustive. Any location can be added during the tenure of the contract and will/shall form part of the business establishment of the corporation.**

**Bid Securing Declaration Form**

*(To be submitted on the letterhead of the Applicant/Bidder)*

**Tender No. 2023/IRCTC/CO/Taxation**

To,

GGM (Finance),  
IRCTC,  
New Delhi.

I/We the undersigned, declare that:

"I/We hereby understand and accept that if I/we withdraw or modify my/our bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the performance security/Security Deposit, fail to submit the performance security/ Security Deposit, before the deadline defined in the request for bid document/Notice Inviting tender, I/we shall be ready to face action as per terms & conditions of the tender document.

Signed:

(insert signature of person whose name and capacity are shown)

in the capacity of

(insert legal capacity of person signing the Bid Securing Declaration)

Name:

(insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Name and Seal of the Bidder

**INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the integrity pact) is made on \_\_\_\_ day of \_\_\_\_, 2023 between Indian Railway Catering & Tourism Corporation Limited (hereinafter referred as "IRCTC"), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns.

And

..... hereinafter referred to as "The Bidder/Contract actor" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns

**Preamble**

The IRCTC intends to award, under laid down organizational procedures. Contract/s for ..... The IRCTC values full compliance with all relevant laws of the land, rules, regulations. Economic use of resources and of fairness/transparency in its relations with its bidder(s) and / or contractor(s).

In order to achieve these goals, the IRCTC has appointed Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the IRCTC**

- (i) The IRCTC commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the IRCTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The IRCTC will during the tender process treat all bidder(s) with equity and reason. The IRCTC will in particular, before and during the tender process, provide to any bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The IRCTC will exclude from the process all known prejudiced persons.
- (ii) If the IRCTC obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the IRCTC will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2- Commitments of the Bidder(s)/Contractor(s)**

- 1) The Bidder(s)/Contractor(s) commit themselves to take all measure to prevent corruption. \_(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the IRCTC's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b) The Bidder(s) Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to

prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- (c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s) Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or document provided by the IRCTC as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
  - (d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign IRCTCs, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - (e) The Bidder(s) Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - (f) Bidder(s) Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s) Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualifications from tender process and exclusion from future contracts**

If Bidder(s) Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the IRCTC is entitled to disqualify the Bidder(s) Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

### **Section 4 - Compensation for Damages**

- 1) If the IRCTC has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the IRCTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) IRCTC is entitled to terminate the contract according to section 3, the IRCTC shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5- Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any public sector enterprises in India that could justify his exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business dealings”.

### **Section 6- Equal Treatment of all Bidders/Contractors/ Subcontractors**

- (1) In case of sub-coordinating, the IRCTC contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.

- (2) The IRCTC will enter in to agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The IRCTC will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

### **Section 7- Criminal charges against violating Bidder(s) /Contractor(s) / Subcontractor(s)**

If the IRCTC obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a bidder, contractor or subcontractor which constitutes corruption, or if the IRCTC has substantive suspicion in this regard, the IRCTC will inform the same to the Chief Vigilance Officer.

### **Section 8- Independent External Monitor**

- (1) The IRCTC appoints competent and credible Independent external monitor for this pact after approval by Central Vigilance Commission. The task of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The IRCTC has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
  - a) Dr. Pravez Hayat, IPS (Retd.), E-mail. - phayatips@gmail.com
- (3) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/Contractors as confidential. He/ She reports to the CMD IRCTC.
- (4) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the IRCTC including that provided by the Contractor. The Contractor will also grant the Monitor upon his/her request and demonstration of a valid interest, unrestricted the unconditional access to their project documentation. The same is applicable to sub-contractors.
- (5) The Monitor is under contractual obligation to treat the information and documents of the bidder(s)/ contractor(s)/ Sub contractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure of confidential Information' and of 'Absence of conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, IRCTC and rescue himself/herself from that case.
- (6) The IRCTC will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the IRCTC and the contractor. The parties offer to the Monitor the option to participate in such meetings.
- (7) As soon as the monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the management of the IRCTC and request the management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (8) The Monitor will submit a written report to the CMD, IRCTC within 8 to 10 weeks from the date of reference or intimation to him by the IRCTC and should the occasion arise, submit proposals for correcting problematic situations.
- (9) If the monitor has reported to the CMD IRCTC, a substantiated suspicion of an offence under relevant IPC/PC ACT, and the CMD IRCTC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (10) The Word 'Monitor' would include both singular and plural.

**Section 9- Pact Duration**

This pact begins when both parties have legally signed it, it expires for the contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the CMD of IRCTC.

**Section 10- Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the IRCTC, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & On behalf of the IRCTC)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place .....

Date .....

Witness 1:

(Name & Address)

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

Witness 2:

(Name & Address)

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



**Checklist**

<b>Forms for Submitting Bids</b>
<ol style="list-style-type: none"> <li>1. GST Registration Certificate.</li> <li>2. Certificate of Incorporation / LLP Registration /Registered partnership deed.</li> <li>3. Copy of PAN Card.</li> <li>4. Covering Letter (<b>Annexure A</b>).</li> <li>5. Price Bid Form (<b>Annexure B</b>)</li> <li>6. Self-declaration for not convicted by a Court of Law or indicted by a Regulatory Authority. (<b>Annexure 'C'</b>)</li> <li>7. Copy of Authority Letter (<b>Annexure 'D'</b>)</li> <li>8. Letter of Acceptance of Terms and Conditions (<b>Annexure 'E'</b>)</li> <li>9. No Deviation Certificate (<b>Annexure ' F'</b>)</li> <li>10. General Declaration Certificate (<b>Annexure' G'</b>)</li> <li>11. Declaration on Non-Disclosure (<b>Annexure' H'</b>)</li> <li>12. NEFT Details (<b>Annexure ' I'</b>)</li> <li>13. Firm/Company Details (<b>Annexure' J'</b>)</li> <li>14. Details of office Address (<b>Annexure 'K'</b>)</li> <li>15. Bid securing declaration form (<b>Annexure-L</b>)</li> <li>16. Integrity Pact (<b>Annexure-M</b>)</li> <li>17. Copy of Valid Udhdyog Adhaar certificate issued for MSME and certificates issued from Department for promotion of industry and internal trade (DPIIT) for start-ups.</li> <li>18. Digital Signature/signature &amp; stamped on all Tender Document pages.</li> </ol>

**Note:** The data submitted by the successful bidder shall be subject to verifications by IRCTC itself or through an agency (expert in forensic audit) appointed by IRCTC, for which all necessary documents shall have to be essentially provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of Security Deposit. In such eventuality the successful bidder will also be debarred for 3 years from participating in the future projects of IRCTC.

**(Draft Agreement Format)****AGREEMENT FOR ENGAGEMENT OF FIRM FOR IRCTC.**

An agreement made and executed on this .....day of .....at New Delhi, between the Indian Railway Catering and Tourism Corporation Ltd., a company incorporated under the provisions of the Companies Act, 1956 and working under the Ministry of Railway, Government of India (herein after called as "IRCTC"), having its Registered Office at 11<sup>th</sup> Floor, Statesman House, B-148 Barakhamba Road, New Delhi-110001, acting through Sh..... aged about.....years(Aadhar No.....) S/o..... R/o..... working as AGM/Finance which expression shall where the context so admits include its successor, representative and assigns of the ONE PART.

AND

M/s ..... Acting through Shri.....aged about..... years(Aadhar No.....) S/o.....R/o.....working as Director/General Manager, of M/s.....having its registered and corporate office at..... (herein after called "Firm") which expression shall where the context so admits include its successor and assigns of the other part.

Whereas

(a) IRCTC has appointed M/s....., a Firm, vide letter of award no..... dated: ..... for Outsourcing of taxation work of Corporate Office (including Internet Ticketing and Punj House) of IRCTC Ltd.

(b) The Firm has accepted the letter of award and terms and conditions contained in the bid document, vide letter of acceptance no. .... dated: ..... Scope of work and all the terms and conditions of the tender/ bid document is part of the agreement.

Now this agreement witnessed as follows:

whereby the said parties have hereunto set their hands this day and the year first above written.

**M/s (Name of the firm)**

**IRCTC**

Shri \_\_\_\_\_

Shri\_\_\_\_\_

(Designation)

AGM/Fin

For and on behalf of

For and on behalf of Indian Railway Catering and Tourism Corporation Ltd.

Firm

The IRCTC in the presence of

The Firm in the presence of

(1)

(1)

(2)

(2)

## Annexure 'P'

**Draft Non-Disclosure Agreement Format**

*\*Standard Non-Disclosure/ Confidentiality Agreement with Persons to whom Unpublished Price Sensitive Information (UPSI) is disclosed for Legitimate Purpose*

**THIS NON DISCLOSURE AGREEMENT (“Agreement”)** is executed at \_\_\_\_\_ (name of the city) on this \_\_\_\_\_ (day) of \_\_\_\_\_(month) of \_\_\_\_\_(year).

**BY AND BETWEEN:**

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED, a company incorporated with CIN L74899DL1999GOI101707 acting through AGM/Finance and having its registered and corporate office at B-148, 11<sup>th</sup> Floor, Stateman House, Barakhamba Road, New Delhi-110001 (hereinafter referred to as the “Disclosing Party”), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns);

**AND**

Mr./Mrs. \_\_\_\_\_, aged about \_\_\_\_\_ years, having permanent account number \_\_\_\_\_ acting through Sh \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred to as the “Recipient”) (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his or her legal heirs, assigns and authorised representatives.)

The Disclosing Party and the Recipient shall individually be referred to as “Party” and collectively be referred to as the “Parties”.

**RECITALS**

**A.** The Disclosing Party is a limited company whose securities are listed.

**B.** The Recipient is \_\_\_\_\_ (indicate the relationship of the Recipient with the Disclosing Party)

**C.** In connection with \_\_\_\_\_(indicate the legitimate purpose for which the UPSI is being provided).

**D.** Pursuant to the legitimate Purpose, the Parties are entering into this Agreement in order to record the terms and conditions on the basis of which the Disclosing Party will provide the Confidential Information to the Recipient to ensure confidentiality.

**NOW THEREFORE, IN CONSIDERATION OF THE BELOW MENTIONED CONDITIONS AND COVENANTS, THE ADEQUACY OF WHICH THE PARTIES ACKNOWLEDGE, IT IS AGREED AS FOLLOWS:**

1. “Confidential Information” shall mean all confidential and proprietary, technical, financial, business information, and processes or methodologies of the Disclosing Party or of \_\_\_\_\_ [If information is being shared in respect of a party other than the Disclosing Party, please specify the name of such entity.], disclosed by the Disclosing Party to the Recipient on or after the date of this Agreement in connection with the legitimate Purpose in whether verbal, written, graphics, visual or electronic mode, which is or may be

related in any way to the business or any material or non-material fact not publicly released, whether marked as confidential or not.

## 2. The Recipient:

(i) shall hold in strict confidence and shall not disclose any Confidential Information to any person whatsoever. The Recipient shall use such Confidential Information only for the evaluation and/or the legitimate purpose and shall not use or exploit such Confidential Information solely for its own benefit or the benefit of another without the prior written consent of the Disclosing Party.

(ii) at any time upon the Disclosing Party's written request, shall promptly destroy all documents (or copies thereof) containing Confidential Information provided to it or created by it during the term of this Agreement without retaining any copies thereof.

(iii) agree not to (without obtaining the Disclosing Party's prior written consent) disclose the Disclosing Party's interest, participation or involvement in the evaluation of, discussions or negotiations undertaken in connection with the legitimate purpose in any manner whatsoever.

(iv) agrees not to disclose any Confidential Information.

## 3. Limitation

The Recipient shall have no further obligations, if such Confidential Information:

(a) is already in the public domain at the time of the Disclosing Party's communication thereof to the Recipient; or

(b) has entered the public domain through no fault of or breach by the Recipient, of any contractual obligation, subsequent to the time of the Disclosing Party's communication thereof to the Recipient; or

(c) is required to be disclosed by the Recipient to comply with applicable laws or government regulations, order of a court or judicial/regulatory authority; provided that the Recipient seeks the consent of the Disclosing Party for such disclosure and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

4. The Recipient agrees that the Disclosing Party shall remain the exclusive owner of the Confidential Information.

5. The Recipient acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of the Confidential Information and the Disclosing Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

6. The Recipient acknowledges that some or all of the Confidential Information disclosed under this Agreement may constitute "unpublished price sensitive information" under applicable law. Consequently, each of the Recipient and its representatives that have had access to the Confidential Information may be deemed to be an "Insider" under applicable law. The Recipient agrees and acknowledges that it is obligated to and shall ensure that its Representatives are compliant with applicable law in respect of the Confidential Information disclosed by the Disclosing Party to the Recipient.

7. The Recipient shall indemnify and hold harmless the Disclosing Party for and against any and all claims, actions, demands, proceedings, damages, losses, fees, penalties, expenses, costs (including attorneys' and advisor's costs) and liabilities arising out of or in connection with any breach of this Agreement by the Recipient.

8. The obligations under this Agreement shall survive in perpetuity.

9. Miscellaneous.

(a) This Agreement supersedes all prior non-disclosure agreements, (if any) written or oral, executed between the Disclosing Party and the Recipient relating to the Legitimate Purpose.

(b) No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialled by all the signatories to this Agreement.

(c) If any clause of this Agreement or the application of such clause is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected.

(d) This Agreement shall be construed and interpreted in accordance with the laws of India and courts in New Delhi \_\_\_\_\_ shall have exclusive jurisdiction to resolve or adjudicate in respect of any differences/ disputes that may arise from or under this Agreement.

**IN WITNESS WHEREOF**, the signatories have executed this Agreement as on the day and the year first hereinbefore written.

Signed Sealed and Delivered  
For and on behalf of IRCTC Limited  
Name: Authorised Signatory

Signed Sealed and Delivered  
For and on behalf of \_\_\_\_\_  
Name: Authorised Signatory

In presence of  
By \_\_\_\_\_  
Name:

In presence of  
By \_\_\_\_\_  
Name: