

Tender No.2023/IRCTC/Tourism/Garvi Gujarat/Ground Handling Arrangements Limited Tender System)

E Tender Mode

APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF GROUND HANDLING ARRANGEMENTS FOR PILGRIMS OF "GARVI GUJARAT" TOUR INCLUDING FRESHEN-UP/OVERNIGHT STAY IN HOTELS, OFF-BOARD CATERING, ROAD TRANSFERS, SIGHTSEEING ETC.

Last date and time of submission of online bids: 03.10.2023 up to 15.00 hrs

Time & Date of opening of Bids online: 03.10.2023 at 15.30 hrs

Online bidding/tender document available on: www.tenderwizard.com/IRCTC

For queries related to e-tendering Registration, e-tendering process, Digital Signatures, please contact the following members from the Tenderwizard Team:-

Sh. Mayank Singh: 08800115628, Sh. Rahul: 08800107755

Address : General Manager (Tourism)

Indian Railway Catering and Tourism Corporation

Limited,

M-13 Punj House, Opp. Gopal Das Building,

Connaught Place, New Delhi -110001. Phone No- 011-23701101,011, 23701100.

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ndian Railway Catering and Tourism Corporation Ltd. 1th, 12th Floor, A Wing, Statesman Rouse 148, Barckhamba Rosd, New Dalhi-110001

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PREAMBLE

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED (A Government of India Enterprise)

Indian Railway Catering & Tourism Corporation Limited (IRCTC) is a Mini Ratna Public Sector Enterprise under the Ministry of Railways.

Promotion of rail based tourism is one of the foremost line of business for IRCTC, amongst the many mandates given by the Ministry of Railways, which include onboard and offboard catering on trains, production and distribution of packaged drinking water (Rail Neer) and Internet ticketing.

IRCTC operates Deluxe AC Tourist Train on Buddhist Circuit as well as Domestic pilgrimage circuits. This train tour packages include onboard services and offboard services arranged through service providers for the Tourists.

RCTC Ltd. is operating "Garvi Gujarat" by Bharat Gaurav Deluxe AC tourist train, covering the prominent religious and heritage tourist sites including Statue of Unity in Gujarat. This tour will showcase three significant temples of Gujarat i.e. Somnath, Nageshwar Jyotirling and Dwarkadhish temple (one of the Chardhams of India). For the history buffs, the heritage sites of the Sun temple at Modhera, Champaner Archaeological Park and Rani ki Vav at Patan city are the major attractions in this 07 nights and 08 days tour.

Through this tender, IRCTC intended to appoint Service Provider for providing Offboard Services to pilgrims in Deluxe AC Tourist Train including ground transportation, hotel accommodation, offboard catering, sight seeing, souvenir etc.

Intending bidders are requested to thoroughly read the contents of the document before bidding and also acquaint themselves of the actual conditions with respect to destinations, venues, transport requirements etc.



NOTICE INVITING E TENDER

Subject: Limited tender for appointment of service provider for provision of ground handling arrangements for tourists of "Garvi Gujarat" including freshen-up/overnight stay in hotels, off-board catering, road transfers, sightseeing etc.

Reference no.: 2023/IRCTC/Tourism/Garvi Gujarat/Ground Handling Arrangements .

- Indian Railway Catering and Tourism Corporation Ltd., New Delhi invites limited tender from eligible firms for providing ground handling arrangements for tourists of "Garvi Gujarat by Bharat Gaurav Deluxe AC Tourist Train" including freshen-up/overnight stay in Hotels, Catering, Road Transfers, Sightseeing, Monument Entrance Charges, etc. for completion of one trip scheduled from 09.10.2023 to 16.10.2023.
- 2) The bids shall remain open for acceptance for 30 days from the date of opening of bid or extended period as notified and consented by the bidders. The successful bidder shall be intimated about the award of the work.
- 3) The Tender document may be viewed/ downloaded from the www.tenderwizard.com/IRCTC free of cost and can only be submitted online at http://www.tenderwizard.com/IRCTC only. No manual bids will be accepted.
- 4) IRCTC reserves the right to reject any/ all bids without assigning any reason and shall not be bound to accept lowest offer.
- 5) Fax/Telex/ Telegraphic/email offers will not be accepted.
- 6) The Notice Inviting Tender and the enclosed Instructions to Tenderers, Standard Conditions, Special Conditions, Covering Letter Format and Financial Bid Format shall form part of Tender Documents.
- 7) This tender document consists of 24 pages including index and one cover page.
- 8) The tender document should be digitally signed by the Authorized Signatory of the Company to be submitted online.



DISCLAIMER

- 1. The information contained in this Tender is being provided by IRCTC for the tender purposes of enabling the Bidders to participate and submit a bid in response to this tender for the appointment of Offboard Service Provider for the tourists of Deluxe AC Tourist Train on Garvi Gujarat Tour. In no circumstances shall IRCTC, or its respective advisors, consultants, contractors, servants, and/or agents incur any liability arising out of or in respect of the issue of this Tender, or the Bidding Process.
- 2. The objective of the Bid document is to provide the prospective Bidder(s) with all the relevant information to assist in 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 Tender and obtain independent advice from appropriate sources.
- 4. Nothing in Tender shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the bid 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 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 are 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.



INSTRUCTIONS TO THE TENDERER

- 1) Bid document, along with all tender papers, must be submitted online.
- 2) The Tender is not transferrable.
- 3) The intending bidders are advised to study the document carefully and acquaint themselves with the conditions therein as they shall form an integral part thereof.
- 4) To participate in the E-Tender, it is mandatory for the bidders to register themselves with M/s Tenderwizard. A detailed procedure for bidding is placed at www.tenderwizard.com/IRCTC. It may please be noted for submission of bid, Class III digital signature is required.
- 5) Complete tender document, including all Annexures shall be uploaded digitally signed by authorized signatory.
- 6) Corrigendum/Addendum to this Tender, if any, will be published on website www.irctc.com & www.tenderwizard.com/IRCTC.
- 7) For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at **tenderwizard.com**.
- 8) At any time prior to the bid submission date, IRCTC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the bid document through the issuance of Addendum which will be given on IRCTC website www.irctc.com & www.ir
- 9) The bid shall remain valid for a period not less than thirty (30) days from the due date of submission (Offer Validity Period). Validity of bid may be extended for a specified additional period. Offers with validity less than 30 days shall be considered as non responsive and shall be summarily rejected.
- 10) Any failure on the part of bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 11) IRCTC reserves the right to award contract to any successful bidder at its discretion and this will be binding on bidders.
- 12) IRCTC may terminate the Contract if it is found that the bidder is black listed by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.
- 13) IRCTC reserves the right to reject any / all bids including the lowest bid or withdraw the tender at any stage without assigning any reasons. Nothing contained herein shall confer right upon a bidder or any obligation upon IRCTC.
- 14) It would be desirable that prior to the submission of bid, the bidder has made a complete and careful examination of the requirements and other information set forth in this bid document.
- 15) IRCTC shall not be liable for any mistake or error or neglect by the bidder in respect of the above.
- 16) The submission of any offer connected with this tender document shall constitute an undertaking that the tenderer shall have no cause for and 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 tenderer shall have no claim in that regard against IRCTC.



17) 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 sought, offered or permitted.

18) During Tender Evaluation, IRCTC may at its discretion, ask the Tenderer (s) for clarification(s) regarding its tender and documents submitted. The request for clarification and its response shall be in writing and no change in the price or substance of the tender shall be sought, offered of permitted in response.

IRCTC reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages, which the bidder may incur in the process. The Bids can be rejected without assigning any reason.

19) **Financial Bid**: Tenderers are invited to quote their rates on the enclosed format provided in Financial Bid in accordance with the above instructions and all the conditions of tender document. The Financial bids should be submitted online.



GENERAL CONDITIONS OF CONTRACT

INTRODUCTION

IRCTC in coordination with Indian Railways operates "Garvi Gujarat by Deluxe AC Tourist Train" with the objective of providing a safe, comfortable and convenient package to pilgrims/tourists visiting the pilgrimage circuit.

IRCTC is operating a 07 nights /08 days package which covers the Hindu pilgrimage sites on the following itinerary. Delhi, Vadodara, Somnath, Dwarka, Sabarmati, Siddhpur, Delhi.

The said Tour package is operated by Bharat Gaurav Deluxe AC Tourist Train and provides three classes of accommodation viz. 1st AC, 2nd AC and 3rd AC with total guest capacity of around 268 guests per trip to suit requirements of different categories of tourists. The package covers complete on-board and offboard/ground services including train travel, all meals, sightseeing arrangements, road transfers, accident insurance, security and entry fee for all the monuments.

1 **GENERAL**

- 1.1 The Bid Document is not transferable. The intending bidders are advised to study the Terms & Conditions carefully and make themselves conversant with their consents as these shall govern the agreement and shall form integral part of agreement.
- 1.2 The appointment of Ground handling Service provider shall not be construed as to create a relation of partnership or Joint Venture between the parties or to constitute a branch of IRCTC. The Ground handling service provider shall not have any authority to bind IRCTC to any agreement/arrangements other than those specifically laid down in the agreement.
- 1.3 Nothing contained herein shall be construed as establishing a relation of employer and employee between IRCTC and The Ground handling Service Provider.
- 1.4 IRCTC and the Ground handling Service Provider agree that the relationship created by this agreement is not a fiduciary relationship. The Off Board Service Provider shall not under any circumstances act or bind IRCTC impliedly or otherwise except as per the bid conditions.
- 1.5 The parties agree that their relationship is purely contractual for the purposes enshrined in this bid document and the Ground handling Service Provider agrees that it has no power or authority to:
 - a) Enter into or execute any agreement on IRCTC's behalf;
 - b) Make any representation or promise on IRCTC behalf;
 - c) Bind IRCTC in any way.
- 1.6 Unless otherwise specifically agreed to in writing, IRCTC expressly disavows any acts by others, including such parties, that purport to bind IRCTC any way.
- 1.7 Offboard services to be offered to the tourists will include Road Transfers, Tour escort, Sightseeing, Catering, Entrance ticket of monuments, Guide Services, Freshen-up /Overnight stay in Hotels etc wherever applicable and as mentioned in the Tender document.
- 1.8 The offboard service provider should offer the services as indicated in **Annexure-I** of the bid document. The day wise itinerary along with the ground handling arrangements required is indicated. The bidder should prefer their quotes based on the services required as indicated.
- 1.9 The bidder shall digitally sign the bid document in token of acceptance of all the terms & conditions of the bid.
- 1.10 Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.



1.11 The ground handling service provider will be responsible for the performance of the ground handling arrangements in accordance with the all statutory requirements and laws of the land.

2. TENDER EVALUATION:

- 2.1 During Tender evaluation, IRCTC may, at its discretion, ask the Tenderer for information/clarification of its document. The request for information/clarification and response shall be in writing, and no change in the price or substance of the Tender shall be sought, offered or permitted in response.
- 2.2 The tender would, normally, be awarded to the lowest bidder for the itinerary.
- 2.3 In case of two or more firms quoting the same rates and all become the lowest bidder, the firms will have to furnish their fresh quotes in sealed envelope and the quotes will be opened in front of the bidders.

3. SECURITY DEPOSIT:

3.1	The successful bidder shall provide a <u>Security Deposit</u> for an amount of 10% of the cost of the contract value payable through Demand Draft/NEFT/RTGS in favour of "Indian Railway Catering and Tourism Corporation Limited" within a period of 10 days from the date of issue of "Letter of Award."
3.2	No interest will be admissible on the Security Deposit.
3.3	The Security is refundable with or without deductions & without any interest only after 01 months subsequent to completion of contract duration.
3.4	IRCTC shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Service Provider in the fulfilment or performance in all respect of the contract under reference or any other contract with IRCTC or any part thereof to the satisfaction of IRCTC and IRCTC shall also be entitled to deduct from the said deposits any loss or damage which IRCTC may suffer due to any act or other default, recoverable by IRCTC from the Service Provider in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Service Provider to maintain the said security deposit at its original limit by making further deposits, provided further that IRCTC shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Service Provider under this or any other contracts with IRCTC.

4. SIGNING OF AGREEMENT:

In case of acceptance of Bid by IRCTC, the service provider shall be required to execute an Agreement on a non judicial stamp paper of Rs. 100/- between IRCTC and ground handling service provider within 7 days from the date of receipt of Letter of Award.

The bidder will be debarred for 1 year for participating in all future tender of IRCTC incase successful bidder withdraws his bid:

- After opening of Tender and withdraws offer before issue of LOA.
- Exit from contract after issue of LOA before commencement of service without depositing security deposit.
- Exit from contract after depositing of security deposit and after commencement of service.

5. PAYMENT AND TAXES

(i) The rates quoted by the Bidders in Financial Bid should be inclusive of all state taxes, road taxes, tolls etc., but exclusive of GST. The quote should be made in terms of rupees.



(ii) All applicable taxes and billing procedures should be followed by the Service Provider.

- (iii) The Service Provider will raise the bill within 7 days from completion of Tour on IRCTC for service provided/delivered to the passengers.
- (iv) Bill/Invoices shall be raised as per prevailing GST norms/rates.

IRCTC may at its discretion, seek documentary evidence from Service Provider for payment of Statutory Taxes on Bill Amount remitted to Govt. Of India/subordinate departments.

6. LIABILITY AND INDEMNITY

The bidder 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 Bidder, its employees, agents, representatives or service provider, including prosecutions under the legislation affecting the use of any of its sub operators or agents any of its warranties, undertakings and obligations set out in this Agreement.

7. LABOUR LAW AND OTHER REGULATIONS

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 with specific reference to labour, EPF, Contract Labour act.

8. EVENTS AND CONSEQUENCES OF DEFAULT

IRCTC shall have the right to terminate the agreement forthwith at the cost and consequence of the Bidder in the following events:-

- a) If the bidder provides sub standard & untimely services or fails to provide service or frequent/repeated material complaints from guests and/or reports from IRCTC officials.
- b) In event of the bidder/Service Provider being convicted by the court of law under Criminal Procedure Code or any other law.
- c) In the event of proprietor or firm being judged insolvent, or any proceedings for liquidation or composition under insolvency Act, or the firm dissolved under the Indian Partnership Act or in the bidder being a company, if the company shall pass any resolution to wind up business either compulsorily or voluntarily,
- d) Repudiation of agreement by Service Provider or otherwise evidence of intention not bound by agreement,
- e) Failure to comply with any statutory law or non-payment of any of the statutory taxes.

IRCTC shall be entitled to forfeit the whole or in part of the Earnest Money/Security deposit/Service Provider fee besides terminating the agreement.

9. DISPUTE REDRESSAL MECHANISM

1. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by IRCTC of any certificate to which the contractor may claim to be entitled to, or if IRCTC fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters", the contractor, after 120 days but within



180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

- 2. The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off, given by the IRCTC, shall be referred to arbitration and other matters shall not be included in the reference.
 - a) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the IRCTC.
 - b) The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
 - c) IRCTC shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
 - d) Place of Arbitration: New Delhi.
- 3. No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 4. If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the IRCTC that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and IRCTC shall be discharged and released of all liabilities under the contract in respect of these claims.

10 (I) Obligation during Pendency of Arbitration:

Work under the contract shall, unless otherwise directed, continue during the arbitration proceedings, and no payment due or payable by IRCTC shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

10 (II) Appointment of Arbitrator:

- 1. In cases where the total value of all claims in question added together does not exceed Rs. 25,00,000 (Rupees twenty five lakh only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be nominated by the CMD/IRCTC. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by CMD.
- 2. In cases not covered by the Clause above, the Arbitral Tribunal shall consist of a Panel of three arbitrators. For this purpose, IRCTC will send a panel of more than 3 names of Officers which may also include the name(s) of retired Railway Officer(s) empanelled to work as Arbitrator to the contractor/licensee/service provider within 60 days from the day when a written and valid demand for arbitration is received by the CMD/IRCTC.
- 3. Contractor/licensee/service provider will be asked to suggest to CMD at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by IRCTC. CMD/IRCTC shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. CMD/IRCTC shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees.



- 4. If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the CMD/IRCTC fails to act without undue delay, the CMD/IRCTC shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such reconstituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).
- 5. The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The Arbitral Tribunal should record day to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
- 6. While appointing arbitrator(s) under Sub-Clause (1), (2) & (3) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute or differences.
- 7. The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.
- 8. A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.
- 9. A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 10. In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 11. The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by IRCTC from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by IRCTC from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by IRCTC Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
- 12. Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and any statutory modifications thereof shall apply to the arbitration proceedings under this Clause

All disputes arising out of or in regard to the tender, the courts at New Delhi/Delhi shall alone have the jurisdiction to resolve.

11. FORCE MAJEURE

In the event of any unforeseen event directly interfering with operation of Service Provider arising during the currency of the agreement such as war, insurrection, restraint imposed

by Govt., act of legislature or other authority, explosion, accidents, strike, riot, lockout, act of public enemy, acts of God, sabotage, flood, earthquake etc, the Service Provider shall immediately from the commencement thereof notify the same in writing to IRCTC with reasonable evidence. No compensation shall be claimed from the affected party in such a situation.

If such force majeure conditions are in force then any cancellation of Deluxe AC Tourist Train itineraries/journeys/part journey, no payments are liable to be paid to the service provider by IRCTC.



If the force majeure conditions as mentioned be in force for period of 15 days or more, IRCTC will have the option to terminate the agreement on expiry of 15 days of commencement of such force majeure by giving 3 days notice to the Service Provider in writing. In case of such termination, no damage shall be claimed by either party against the other except those which had accrued under any other clause of this agreement prior to such termination.

12. WRONG INFORMATION:

If the tenderer/s deliberately give/s wrong information in his/their tender, create/s circumstances for the acceptance of information in his/their tender, the IRCTC reserves the right to reject such tender at any stage and in that eventuality Security Deposit lying with IRCTC shall stand forfeited and the bidder shall be debarred from taking part in future projects for a period of one years.

13. CONFIDENTIALITY OF BID INFORMATION:

Any information regarding the 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.

14. COMPLIANCE OF INSTRUCTIONS

The bidder shall comply with any instructions issued by IRCTC from time to time within a reasonable time, as may be necessary to ensure better services.

15. MODIFICATION IN ITINERARY

Since the services to be rendered are dynamic in nature, the itineraries, inclusions etc. may have to be modified considering ground conditions, govt. Regulations etc.

16. RISK PURCHASE:

Delivery of highest standards of services shall be the essence of the contract. In case, IRCTC feels that the Service Provider is not providing the desired level of service(s) at any destination, venue or transport, etc, the same shall be informed to the Service Provider, which should be made good by the Service Provider. However, in case the Service Provider fails to do so, IRCTC shall have the right to make good services through other sources and debit the amount to the Service Provider either by way deduction from Bills or recovery from Security Deposit. Such events shall also call for Invocation of the Penalty Clause and may also lead to termination of the contract invoking the **Events and Consequences of Default** Clause.

17. WITHDRAWAL OF BID:

- a. If firm is L-1 after opening of tender and Withdraws offer before issue of LOA: Action: Firm will be debarred for 01-year from participating in all future tender of IRCTC. After one year, offer of the defaulting firm will only be considered on submission of EMD.
- b. Firm exits from contract after issue of LOA before commencement of services without depositing Security Deposit: Action: As per para 6 (a) above
- c. Firm exits from contract after depositing Security Deposit and after commencement of services: Action: As per para 6 (a) above, in addition to forfeiture of security deposit.

18. NOTICES TO BE SERVED

Any notice to be served on Bidder shall be deemed to be sufficiently served if delivered at or sent by Registered Post addressed to the Bidder at their Registered Office or last known place of business. Any notice to be served by the Bidder on the contract shall be deemed to be sufficiently served if, left at the office/sent by registered post/courier addressed to GM/Tourism, IRCTC, M-13, punj House, Connaught Place, New Delhi – 110001.



All notices to be given on behalf of IRCTC and all other actions to be taken by IRCTC may be given or taken on behalf of IRCTC by GM/Tourism or any other officers for the time being entrusted with such functions, duties and powers by IRCTC.

19. PENALTY:

The Ground handling service provider shall be liable to pay such penalty as IRCTC may inflict for complaints against the service provider (which in their opinion are bonafide and substantiated) or deficiency noticed during Inspections or deficiency brought out by the IRCTC accompanying officials during the tour or deficiency in quantity or quality of services as per contract. In each case, a suitable penalty per instance may be imposed.

20. TERMINATION: -

- i) In case of wilful default or non compliance of terms and conditions of the agreement or failure to provide service, IRCTC will have the right to terminate the contract and the decision of IRCTC in this regard shall be final.
- ii) In case of termination under clause i above, IRCTC may forfeit the security deposit and black list the service provider for a period of 1 year.



SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION

The terms and conditions and requirements enlisted in this tender document are for the purpose of engaging an agency/service provider for providing ground handling/offboard services to guests of IRCTC's "Garvi Gujarat by Bharat Gaurav Deluxe AC Tourist Train. Services shall include ground transportation, hotel accommodation, meals, local coordination, Entrance tickets of monuments, Tour Escort services, etc. and the Service Provider is expected to provide seamless, end to end services commensurate with best industry practices.

2. SCOPE OF WORK

Provision of ground handling arrangements for tourists of "Garvi Gujarat by Deluxe AC Tourist Train including freshen-up/overnight stay in hotels, off board catering, road transfers, sightseeing, entrance charges for all monuments/ places visited. The day wise tour itinerary and details of "ground handling services required" from the bidders are given in **Annexure-I**.

The said package will be operated from <u>09.10.2023</u> to <u>16.10.2023</u> for Garvi Gujarat. However, the operation of trip may vary depending upon demand/occupancy and Service Provider shall have no claim whatsoever w.r.t. any increase / decrease in number of guests/ trips.

Expectations from Service Provider:

- a) Response time: All queries to be replied within 24 hrs.
- b) Contacts / Emergency Contacts: IRCTC to be provided with a list of contact persons based in Delhi and other destinations for day to day work. List of Emergency contact numbers to be provided in case of any emergency out of which at least one should be available 24 hrs for 7 days a week. Any change in contact number should be immediately informed to IRCTC.
- c) Ground Transportations: All vehicles used during the tour should be in very good conditions and should be without any defect. Only AC Buses to be used, except otherwise permitted in the itineraries, for providing regular services with proper AC & Microphone /audio system. All vehicles used should be licensed and approved by local authorities / laws for the purpose of commercial passenger transportation. Supplier or transporter should not market their own address/contact nos on the fleet.
- **d)** Product Updates, News, Renovations: Service provider must regularly update IRCTC for any upcoming renovation works at any attraction / venue that is contracted for the services and suggest alternatives.
- e) Well equipped & maintained first aid kit is must in all vehicles used during the tour.
- f) Drivers should hold a valid license for providing such services and should wear proper uniforms.
- g) Insurance policies for Transport vehicle: Service Provider shall ensure that the transport vehicles being deployed either directly or through Transport suppliers take comprehensive insurance policies as per the local laws.
- h) Boat / Ferry ride/transportation: The Service Provider should ensure that the vendor they appoint for providing any Boat/ Ferry services should meet the local laws and local safety and security standards. The transportation provider must be in possession of all relevant licenses and the boats to be fully equipped with life jackets and first aid kit. Each Boat should have separate accompanying Guides. The boats and life jackets should be well maintained and clean.
- i) Tour Coordinator: Offboard Service Provider shall provide one Tour Manager/Coordinator travelling on the train throughout the tour.



- j) Local Festivals and other interesting tour elements: The service provider should ensure to plan in advance for any amendments or additional services that could be provided to the clients so that the clients are able to feel and enjoy the festivals and any special occasion without any discomfort.
- **k)** Tour Escorts: Tour escorts one for each coach will provide the guidance to the tourists. All tour escorts used should be fluent in English or regional language. One guide per coach/bus should be provided
- 1) Maximum carrying capacity of vehicle: The maximum limit of guests in AC Coach is 35, Innova 4, Mini coach 15 and Tempo Traveller 10, Battery Operated Carts not more than 2 on one seat, Boat as per capacity, Rickshaw 2 per rickshaw.
- m) Safety and Security: The service provider shall be responsible for the safety and security of the clients. Any excursion may be cancelled and should be informed to the clients and IRCTC if guest's security and safety is at risk.
- n) Alternate Arrangements by Ground handling services: The service provider must ensure that the program runs as per the original contract. In case of emergency situation arising out of any unforeseen event, the service provider has to arrange for the same level or better level arrangements (for example: venue, Restaurants, any special services) with prior approval of IRCTC.
- o) Back Up/Piolt Vehicle: The Service Provider shall provide, at all destinations, a Back Up/pilot Vehicle to be utilized for contingent requirements such as ferrying guests in case of injury/medical emergency etc. The vehicle will also be used by Accompanying IRCTC Staff for various requirements arising during the day's programmes.
- **p) Booking details:** The service provider shall provide hotels and transport booking details in advance to IRCTC office i.e 7 days to 10 days prior to departure of the tour, so that queries of the guest can be entertained and allocation of the rooms can be done well in time.

3. STAFF TRAVELLING ON TRAIN:

IRCTC shall depute upto 04 staff onboard for managing/supervising the services. The offboard service provider shall provide two rooms and other offboard services complementary to the staff deputed by IRCTC.

IRCTC would allow one Tour Coordinator of ground handling service provider to avail complimentary On-Board Travel & Services for the entire duration.

4. FAM TOURS

For FAM tours, IRCTC would pay 75% amount of the twin sharing basis to service provider. Incase FAM tours exceeds 10% of the total fully paid guests, IRCTC shall pay the service provider the full amount for FAM guests over and above 10% of total fully paid guests.

5. TRANSPORT

Normally the tour shall be operated in a 40 seater AC Bus with Public Address System, with seating limited to 35 guests per coach. The number of vehicles shall increase depending upon group size.

6. PAYMENT TO SERVICE PROVIDER

Payment shall be made on the basis of actual passengers travelled on the train.

7. MODIFIED ITINERARIES:

At times, the tour may run on modified itineraries/charters. In such cases, IRCTC shall obtain rates from the Service Provider for the modified itinerary. However, IRCTC reserves the right to negotiate the rates



with the Service Provider. The Service Provider shall have no right/claim whatsoever to operate itineraries/trips which are not part of the announced schedule.

9. GUEST FEEDBACK:

IRCTC will independently collect feedback from its customer regarding the quality of services provided by ground handler. The service provider has to ensure excellent feedback for all the offboard services they are providing for.

IRCTC shall inform the Service Provider about deficient services and in case the services are not improved as per required standards in subsequent trips, IRCTC shall initiate penal action, as deemed fit.

In rare cases if the service provider is not be able to provide the accommodation in the specified hotels (as been mentioned in the scope of work) at the time of confirmation, the service provider may arrange for the accommodation in other hotels of similar category after taking prior approval from IRCTC.

10. TOUR OPERATION/CANCELLATION

IRCTC shall inform the Service Provider at least 7 days prior to Tour Commencement Date whether the tour is operating or otherwise.

11. HOTELS TO BE USED

The detailed itinerary with requirement from Services Provider are given in **Annexure I**. As per the itinerary, hotels are to be provided by the Service Provider at Vadodara, Somnath, Dwarka and Ahmedabad. The Service Provider is required to provide AC accommodation to all members of the tour, preferably in one hotel for Guests of 1AC & 2AC in 3 Star or Similar Hotels & Guests of 3AC in Budget Hotels. In case, Service Provider is unable to provide accommodation to all members in one hotel, Similar Category/ facilities hotels to be provided in close vicinity with each other.

Class Wise Amenities

Class	Hotel Stay (AC rooms)	Transport
1AC (Coupe)	3 star or similar	AC bus
1AC (Cabin)	3 star or similar	AC bus
2AC	3 star or similar	AC bus
3AC	Budget Hotel	AC bus

The Service Provider should ensure accommodation as per the hotel standards mentioned above or hotels of similar categories/ facilities under prior intimation to this office. In case of repeated instances of providing hotel accommodation in lower category hotels, IRCTC may initiate action as deemed fit after giving due notice to the Service Provider.

12. INCLUSIONS

- Air-conditioned AC Coach 35 seater with Public Address system.
- Providing of 1 Liter Packaged Drinking Bottled Water to each guest in bus during the excursions (Kinley/Aquafina/Bisleri) daily.
- One Tour Coordinator traveling on train.
- Boat ride at Dwarka.
- Buffet meals (Veg Only) at offboard venues as per itinerary.
- Hotel Accommodation as per Rooming List circulated by IRCTC as per the itinerary.
- Reception & Souvenir: welcome arrangement at first boarding point/ train originating station including welcome drink, tika (tilak), flowers, local band etc. Provide umbrella and Cap to each tourist with Branding and logo of IRCTC to all tourists as souvenir



13. CONTINGENT REQUIREMENTS

The Offboard Service Provider must ensure proper service to the guests during contingencies such as additional off board catering, hotel accommodation arising due to change in tour program or due to any unforeseen circumstances or vagaries of nature. Any additional cost incurred due to the above exigencies should be submitted for which IRCTC shall make additional payment.

14. GUIDELINES FOR FILLING THE FINANCIAL BID

<u>Rate for Tour:</u> The Bidders are required to quote Rate for whole Tour per person on Twin Sharing Basis in the Financial Bid for 1AC/2AC Guests and 3AC Guests separately.

15. TENURE OF CONTRACT

The contract shall be awarded for completion of **One Trip scheduled from 09.10.2023 to 16.10.2023**, subject to terms and conditions for earlier termination as stipulated in the Tender Document.

16. RATES

The bidders are required to quote rates in the Financial Bid for the services and facilities mentioned in the Tender Document as per the detailed itineraries and inclusions. The rates quoted should be inclusive of all state taxes, toll, road taxes etc. but exclusive of GST.

The supplementary rates shall be paid as under:

Single Occupancy: In case of Single Occupancy booking, 135 % of Twin sharing rate per person shall be given for guests who have booked on single Occupancy.

Triple Occupancy: In case of triple occupancy booking, The 95% of Twin sharing rate per person shall be given for guests who have booked on Triple Occupancy.

Child (5-11 yrs): In case of Children (5-11 yrs) sharing in same room with extra bed, 90% payment of the approved rates of twin sharing shall be given. In case the Children are taking separate rooms, full payment as per approved rates per person shall be given.

Child (upto 5 yrs, without bed): Children (upto 5yrs) sharing in same room, without extra bed, no payment shall be given.

FAM Tour Rates: 75% of the twin sharing rates.

16. Meals at Offboard venues:

The arrangements should be of good standard hotel/restaurant/ Banquet with choice of Indian & regional cuisines and special dietary advisories should also be considered on demand. Good quality bone china crockery and cutlery must be used for each class passengers.

17. Batch cards:

The service provider shall arrange to issue similar ID cards to all passengers of AC-1 & AC-II and different to AC-III passengers, apart from the catering/service staff. The name and photographs will be attested by IRCTC nominated official prior to the commencement of the tour. IRCTC name shall be given prominence in the ID cards. The format of ID Card and the matter to be printed will be as under:



Indian Railway Catering and Tot	To Do List	
Name : Caoch No. : Seat No. : Nominee : Name & Contact No. in case of emergency Undergoing Medication Licensee : Train Manager : Name & Contact No. IRCTC Tour Manager : Name & Cont. No.	Photo	 Carry your Medicines and copy of Medical history. Tour details Carry Umbrella & Water bottle. Respect the rule of land and follow the practices. Wear the ID card of IRCTC always during the tour. Passenger should reach at every halting point well before the departure time. Keep the doors closed in the running train and at unscheduled stoppage. Do not detrain or entrain from a moving train. Inform tour Manager immediately in case of any health problem. Avoid drinking and smoking during the tour.

18. BILLS AND PAYMENTS:

Bills should be submitted to the designated officer after completion of services in proper format for the trip with clear bifurcation of GST as per prevailing rates. The bills shall be processed and paid after due verification. The Bill should contain complete address, Bank Details, PAN and GST.

Indian Stally, by Catering and Tourism Corporation Ltd., 1th, 12th Noc. A Wind. Statemen House



Annexure-I

Day-wise Tour Itinerary and Details of Ground Handling Arrangements Required from the Bidders

Day	Destination	Particulars	
Day 1	Hazrat Nizamuddin	 Board the Deluxe AC Tourist Train at Hazrat Nizamuddin Railway Station. Train departs for Vadodara Railway Station at 1400 hrs. Lunch, Hi-tea & dinner onboard. Overnight train journey. 	
Day 2	Vadodara/ Statue of Unity	 Wash & change and breakfast onboard. Arrival at Vadodara Railway station at 0800 hrs and proceed to visit Laxmi Vilas Palace. Hotel check in and lunch. Post lunch proceed to visit Champaner Pavagarh Archaeological Park. Dinner & overnight stay at Vadodara. 	
Day 3	Champaner - Vadodara	 Breakfast at hotel. Checkout from hotel and proceed for Statue of Unity at 0830 hrs. On arrival at Kevadia, lunch at suitable place. Post lunch visit the Statue of Unity. Later return back to Vadodara Railway Station. Dinner on board as train departs for Veraval Railway Station at 2100 hrs. Overnight train journey. 	
hotels for wash and change.		 Arrival Veraval Railway station at 0900 hrs and proceed to hotels for wash and change. Visit BhalkaTirth. After lunch visit Somnath temple and Somnath beach. Return back to Veraval Railway Station. Dinner on board. Departure of train to Dwarka at 2000 hrs. 	
Day 5 Dwarka proceed to hotels for wash and chan Visit Dwarkadhish temple.		 Train arrives at Dwarka Railway Station at 0800 hrs and proceed to hotels for wash and change. Visit Dwarkadhish temple. After lunch proceed to visit Nageshwar Jyotirling and Beyt 	



		 Return to Okha Railway station and board the train. Dinner onboard. Train departs for Sabarmati Jn. Overnight train journey.
Day 6	Ahmedabad	 Wash & change and breakfast onboard. Train arrives at Sabarmati Railway Station at 0800 hrs. Visit Sabarmati Ashram and Adalaj stepwell. Later check-in to hotels and have lunch. Post lunch visit Dandi Kutir and Akshardham temple. Dinner & overnight stay at Ahmedabad.
Day 7	Ahmedabad- Siddhpur	 Breakfast at hotel. Checkout from hotel and proceed to Modhera (90 Km) at 0830 hrs. Visit Sun temple at Modhera. Lunch at suitable place. Further proceed to Patan (35 Km). Visit Rani Ki Vav at Patan. Proceed to Siddhpur Railway Station (35 Km) and board the train. Dinner onboard. Train departs for Hazrat Nizamuddin Railway Station at 2000 hrs. Overnight train journey.
Day 8	Hazrat Nizamuddin	 Breakfast onboard. Train arrives at Hazrat Nizamuddin Station at 1000 hrs. **TOUR ENDS WITH HAPPY MEMORIES**

Notes: Services required:

- 1) Hotel Accommodation as per the above itinerary. AC rooms in 3 star hotels of matching for guests of 1AC & 2AC and AC rooms in Budget Hotels for guests of 3AC. Check In to be provided immediately upon arrival as per booking and Room Sharing details provided by IRCTC.
- 2) AC Buses in excellent condition for the entire duration as per the itinerary and each 40 seater bus should not seat more than 35 guests.
- 3) Veg. Meals as per the itinerary. Special menu requirements depending upon dietary requirements shall be advised by IRCTC to the Offboard Service Provider which should be provided at the offboard meal venues
- 4) All the services mentioned in the 'Services Required Column.
- 5) Boat ride at Dwarka.
- 6) Entrance charges of all the monuments/places visited, Guide services.
- 7) Packaged drinking water (Bisleri/Aquafina / Kinley) will be provided by ground handler in the buses, in the hotels and with meals as specified in the Tender Document.
- 8) First Aid box in each bus.
- 9) Wheel chairs (as per requirement)
- 10) For medical emergencies or/and other unforeseen circumstances the service provider will arrange Escort Staff, vehicles etc.



ANNEXURE-II

(Format for Covering Letter) On Company's letter head

General Manager (Tourism)

Indian Railway Catering and Tourism Corporation Ltd. M-13 Punj House, Opp. Gopal Das Building, Connaught Place, New Delhi -110001.

Sub: Limited tender for appointment of service provider for provision of ground handling arrangements for tourists of "Garvi Gujarat" including freshen-up/overnight stay in hotels, off-board catering, road transfers, sightseeing, Guide services, Entrance tickets etc.

Dear Sir,

- a) I / We have read the general guidelines and tender document attached hereto containing the Terms and Conditions and agree to abide by such conditions. I / We offer for the services mentioned in the Tender document and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of Contract.
- b) I / We hereby understand that the submission of tenders / bids does not guarantee allotment of Contract. I / We further understand that in case of any information submitted by me / us being found to be incorrect, IRCTC will have the right to summarily reject the tender, cancel the Contract or revoke the same at any time without assigning any reason whatsoever.
- c) I / We further agree to execute an agreement to abide by the standard/general and special conditions of Contract for the subjected supply. In case of acceptance of tender by the IRCTC, I / We bind myself / ourselves to execute the Contract agreement awarded to me / us and to commence the supply/services as per the conditions of the Contract failing which, I / We shall have no objection to the forfeiture of full Security Deposit, deposited by us with IRCTC in addition to other penalties specified under the terms of Contract.
- d) IRCTC and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this tender.
- e) **On account** of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We shall be debarred by IRCTC for further participation in the future tenders of IRCTC for a period of one years..
- f) I/we agree that the our rates and offer shall remain valid for a period of 60 days or extended period thereof, from the date of opening of Bid

I / We do hereby confirm that I / We have the necessary authority and approval to submit this tender document for the subjected offboard services for Deluxe AC Tourist Train of IRCTC Ltd.

The following persons may be contacted for any information or clarifications relating to this Contract:

Name, Address, Email and Contact Number:

A notice or letter of communication addressed to me / us at the given address given in the tender, even by ordinary post will be deemed to be valid and proper notice of intimation to me/us.

Authorized signatory with Name, Designation and Seal



ANNEXURE III

FINANCIAL BID

Please fill rates in the formats given below for providing the Ground handling services for the "Garvi Gujarat" by Bharat Gaurav Deluxe AC Tourist Train:

Rates for the full Tour

Class	1AC & 2AC	3AC		
	Rate per person on Twin Sharing Basis for the Full Tour, exclusive of GST (In INR)	Rate per person on Twin Sharing Basis for the Full Tour, exclusive of GST (In INR)		
Per person Rate (Amount in figures)				
Per person Rate (Amount in words)				

Single Occupancy Rate: In case of Single Occupancy booking, 135 % of Twin sharing rate per person shall be given for guests who have booked on single Occupancy.

Triple occupancy Rate: In case of triple occupancy booking, the 95% of Twin sharing rate per person shall be given for guests who have booked on Triple Occupancy.

Child (5-11 yrs): In case of Children (5-11 yrs) sharing in same room with extra bed, 90% payment of the approved rates of twin sharing shall be given. In case the Children are taking separate rooms, full payment as per approved rates per person shall be given.

Child (upto 5 yrs, without bed): Children (upto 5 yrs) sharing in same room, without extra bed, no payment shall be given.

Signature of Bidder/Authorized Signatory

Name & Designation

Company Seal

Date and Place

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Pattern for Calculation of financial bid (Per Trip rate) to arrive at L1:

IRCTC shall calculate the amount payable for **one** trip on existing Garvi Gujarat Itinerary as detailed under based on the rates quoted by the bidders in the Financial Bid:-

	Illustration of calculation on Hypothetical figures				
	Class	Offboard Services Rate Per Person (Rs.) (I)	No of Passengers / Trip (II)	Amount (I x II)	
A	1AC & 2AC	1000	120	120000	
В	3AC	1000	84	84000	
С	Total Amount per trip (A+B) Exclusive of GST			204000	

Note: Evaluation of tender (L1 bidder) will be done on the basis of total amount per trip rates (Exclusive of GST) quoted for Garvi Gujarat itinerary.