



CIN NO – L74899DL1999GOI101707
Website: www.irctc.com Email: info@irctc.com

**Open e-EOI for
EMPANELMENT OF EVENT MANAGEMENT AGENCIES**
(EOI No. IRCTC/NZ/EVENT/2024/MARCH)

SN	Event Description	Event Date & Time	Event Location
1	Commencement of EOI process	From the date of uploading on the site	IRCTC, North Zone Office, Rail Yatri Niwas Building, New Delhi Rly. Station complex, Ajmeri Gate side, New Delhi-110002
2	Last Date and Time of Submission	15 th of each month up to 12:00 hrs	
3	Date and Time of opening	After 12:15 hrs on last date of submission of EOI	
4	Issue of Empanelment Letter	Tentatively two months from the date of opening of EOI	
5	Special Condition	Empanelment process will be open throughout the year.	
6	Validity of Empanelment	Two years from the date of issue of letter of empanelment or as decided by the Competent Authority.	

Address:

Group General Manager,
Indian Railway Catering and Tourism Corporation
North Zone Office: Rail Yatri Niwas Building,
New Delhi Rly. Station complex,
Ajmeri Gate side,
New Delhi-110002
website- www.irctc.com

EMPANELMENT OF EVENT MANAGEMENT AGENCIES

The Indian Railway Catering & Tourism Corporation Limited (IRCTC) – a public sector undertaking under Ministry of Railways, Government of India was established on 27th September, 1999 with the aim of upgrading, modernizing and professionalizing the catering services at stations, on trains and other locations and to promote tourism across the country.

IRCTC is interested to empanel EVENT MANAGEMENT AGENCIES to provide technical support (Printers, Cameras, LED screens, Laptop, Mikes, Speakers, Translators, Videography and still photography etc), Advertising, multimedia presentation, preparation of brochures, 3-D Renditions, Posters, Lanyards, Flex, Vinyl printing, OOH advertising, and any other works related to Event Management including Accommodation, Catering Services and Transport services etc.

PERIOD OF EMPANELMENT:

The period of empanelment will be valid for two years from the date of issue of letter of empanelment or as decided by the Competent Authority. However, IRCTC reserves the right to review the empanelment based on performance of empanelled party as per its own requirement. IRCTC reserves its rights to take suitable action upon default/deficiency in service, non-participation in the quotation process etc. The actions taken include but not limited to imposing fine or de-empanelment of the party by giving two month's notice with consequential debarment from the future projects/tenders of IRCTC for a period of 01 year and forfeiture of earnest money deposit. Consecutively not participating in two RFQ would entail a direct termination and forfeiture of SEMD.

1. Disclaimer

- 1.1. This Expression of Interest (“EOI”) is being issued by the Indian Railway Catering and Tourism Corporation Limited (“IRCTC”) for the purpose of empanelment of EVENT MANAGEMENT AGENCIES to provide technical support (printers, cameras, LED screens, Laptop, Mikes, Speakers, Translators, Videography and still photography etc), advertising, multimedia presentation, preparation of brochures, 3-D Renditions, posters, lanyards, Flex, Vinyl printing, OOH advertising, and any other works relating to Event Management including Accommodation, Catering Services and Transport services etc.
- 1.2. The information contained in this EOI is being provided by IRCTC for limited purpose(s) of enabling the applicants to submit a response to this EOI for undertaking the work and for no other purpose. In no circumstances shall IRCTC, or its respective advisors, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of issue of this EOI.
- 1.3. This EOI is not an agreement or offer by the IRCTC to prospective applicants or any other person. Empanelment does not guarantee award of work. The empanelled party has to compete in financial application to take assignments on its evaluation as per terms and conditions. This EOI includes statements, which reflect various assumptions and assessments arrived at by the IRCTC in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require.
- 1.4. This EOI is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by IRCTC, its respective advisors, consultants, contractors, servants and/or its agents in relation to the accuracy, adequacy or completeness of such information or statements made nor shall it be assumed that such information or statements will remain unchanged.
- 1.5. Each applicant should conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.
- 1.6. Nothing in this EOI shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the applicant(s) in connection with the preparation or submission of their application. IRCTC reserves the right to amend this EOI or its terms and any information contained herein or to cancel the process or altogether abandon the work at any time by issuing notice, in writing, to the applicant(s).
- 1.7. IRCTC shall not have any liability of any nature whatsoever whether resulting from negligence or otherwise whatsoever caused arising from reliance of any applicant upon the statements contained in this EOI.
- 1.8. IRCTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.
- 1.9. Laws of the Republic of India shall be applicable to this EOI.
- 2.0. Courts at New Delhi shall have exclusive jurisdiction to adjudicate upon any dispute arising out of or in relation to this EOI.

NOTICE INVITING EOI

Subject: EOI for Empanelment of EVENT MANAGEMENT AGENCIES.

Indian Railway Catering & Tourism Corporation Limited invites EOI through E-Tender mode from reputed EVENT MANAGEMENT AGENCIES fulfilling eligibility criteria for empanelment of EVENT MANAGEMENT AGENCIES.

The EOI will consist of single packet system comprising of technical criteria only. The technical application will consist of technical along with other conditions as laid down in the document.

The EOI shall remain open for acceptance for 120 days from the date of opening. All conditional offers shall be rejected.

IRCTC reserves the right to reject any/ all applications without assigning any reason.

The Notice inviting EOI and the enclosed instructions to applicants, scope of work, Agreement specifying special terms and conditions, (Letter of Application, formats for information to be provided by the applicant for technical evaluation) shall form part of the application.

Instructions to Applicants:

- 3.1 The Expression of Interest is not transferrable.
- 3.2 The intending applicants are advised to study the document carefully and acquaint themselves with the conditions therein as they shall form an integral part thereof.
- 3.3 The EOI document may be viewed at IRCTC's website <http://www.irctc.com> or <https://www.tenderwizard.com/IRCTC> and will be submitted/received only at <https://www.tenderwizard.com/IRCTC> as prescribed in the instructions to the applicants.
- 3.4 No manual EOI document shall be accepted.
- 3.5 Applicants are required to deposit SEMD of **Rs One lakh** on-line through e-tendering website <https://www.tenderwizard.com/IRCTC>. In case of non submission of the said SEMD as specified above the application will be summarily rejected. It may be noted that SEMD is to be deposited mandatorily. It may also be noted that SEMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
- 3.6 **To participate in the Expression of Interest, it is mandatory for the applicant(s) to register themselves at www.tenderwizard.com/IRCTC. It may please be noted for submission of application; Class III digital signature is required.**
- 3.7 Applicants to upload all annexure along with supporting documents in support of eligibility criteria.
- 3.8 Corrigendum/Addendum to this Expression of Interest, if any, will be published on website www.irctc.com & www.tenderwizard.com/IRCTC. No newspaper advertisement shall be issued for the same. For any difficulty in downloading & submission of Expression of Interest document on website www.tenderwizard.com/IRCTC, please Contact at helpdesk number 011- 49424365 or mobile number 9599653865, 8800115628.
- 3.9 At any time prior to the EOI submission date, IRCTC may, for any reason, whether at its own initiative or in response to clarifications requested by an agency, modify the EOI document through the issuance of Corrigendum/Addendum which will be given on IRCTC website www.irctc.com & www.tenderwizard.com/IRCTC. IRCTC may, at its discretion, extend the EOI submission date.
- 3.10 The EOI shall remain valid for a period of one hundred and twenty (120) days from the due date of opening (Offer Validity Period). Validity of EOI may be extended for a specified additional period. Offers with validity less than 120 days shall be considered as non responsive and shall be summarily rejected.
- 3.11 Any failure on the part of applicant to observe the prescribed procedure and any attempt to canvass for the work shall render its offer liable for rejection.
- 3.12 IRCTC reserves the right to empanel any successful applicant at its discretion and this will be binding on all participants.
- 3.13 IRCTC may terminate the empanelment at any stage if it is found that the agency is black listed by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.
- 3.14 IRCTC reserves the right to reject any / all offers or withdraw the Expression of Interest at any stage without assigning any reasons. Nothing contained herein shall confer any right upon a applicant or any obligation upon IRCTC.
- 3.15 It would be desirable that prior to the submission of offer, the applicant has made a complete and careful examination of the requirements and other information set forth in this EOI document.
- 3.16 IRCTC shall not be liable for any mistake or error or neglect by the applicant in respect of the above.
- 3.17 No offer shall be modified or withdrawn by the applicant after the EOI submission date. Withdrawal of a offer during the interval between EOI submission date and expiration of the offer validity period would result in forfeiture of the SEMD.
- 3.18 The selected agency will have to submit the letter of acceptance and sign an agreement with IRCTC within 45 days from date of issue of Letter of Empanelment
- 3.19 From the time the technical proposals are opened till the time the empanelment is finalized, if any agency wishes to contact IRCTC on any matter related to its proposal, it should do so only in writing. Any effort by the agency to influence IRCTC in the proposed evaluation or contract award decisions may result in rejection of the proposal.

3.20 In terms of the Institute of Chartered accounts of India notification dated 02.08.2019 the following guidelines have been issued for information of public and necessary compliance of Member of Institute:-.

i) A member of the institute in practice shall generate Unique document identification number (UDIN) for all kinds of the certification, GST and Tax Audit reports and other Audit, Assurance and attestation functions undertaken/signed by him which made mandatory from the following dated through announcements published on the website of the ICAI www.icai.org at the relevant time:-

- a) For all Certificates w.e.f. 1st February, 2019.
- b) For all GST and Tax Audit Reports w.e.f 1st April 2019.
- c) For all other Audit, Assurance and attestation functions w.e.f. 1st July 2019.

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

3.21 If required additional documents may be called after opening of EOI.

3.22 Schedule of Process

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

SN	Event Description	Event Date& Time
1	Commencement of EOI process	From the date of upload of EOI
2	Last Date and Time of Submission	Up to 12:00 hrs or on a date specified in EOI
3	Date and Time of opening	After 12:15 hrs on last date of submission of EOI
4	Special Condition	Empanelment process will be open throughout the year.
5	Issue of Empanelment Letter	Within two months from the date of opening of EOI
6	Validity of Empanelment	Two years from the date of issue of letter of empanelment or as decided by the Competent Authority.

Submission of proposal:

The Applicants/agencies are required to submit the Proposal by uploading the documents mentioned in EOI document refer Annexure-A with Supporting documents/certificates towards fulfilling eligibility criteria.

3.23 EOI SEMD (Standing Earnest Money Deposit):

- 3.23.1.** Each applicant shall, simultaneous with the online submission of its offer and documents as part of its eligibility criteria, furnish the interest free SEMD for an amount of Rs. 1, 00,000/- (Rupees One Lakh only) paid only through e-tendering mode.
- 3.23.2.** It is clarified that IRCTC shall not be liable to pay any interest on the SEMD so deposited by the applicant.
- 3.23.3.** Any application not accompanied by the SEMD shall be treated as non-responsive and shall not be considered by IRCTC.
- 3.23.4.** The SEMD shall be retained of all the successful empanelled applicants, till currency of the contract/empanelment.
- 3.23.5.** SEMD of the unsuccessful firms/applicants shall be refunded after 60 days of finalization of the empanelment process.
- 3.23.6.** IRCTC reserves the right to recover any outstanding dues from the successful applicant post empanelment by adjusting the same against the SEMD.

3.23.7. Duration of Contract

The duration of the contract will be two years from the date of issuance of letter of empanelment unless terminated earlier or prescribed herein, from the date of issue of the letter of empanelment. The successful applicant shall be required to execute an agreement on non-judicial stamp paper worth Rs. 100/- attested by notary public oath commissioner/first class magistrate. The cost of the stamp duties for the execution of the agreement shall be borne by the advertising agency.

4. Scope of work:

Providing technical support (printers, cameras, LED screens, Laptop, mikes, speakers, translators, videography and still photography etc), advertising, multimedia presentation, preparation of brochures, 3-D Renditions, posters, lanyards, Flex, Vinyl printing, OOH advertising, and any other works related to Event Management including accommodation, catering services and transport services etc.

Conceptualize the marketing strategy of the Organization which includes developing specific plans for key international / domestic markets.

Designing and implementing media plans connected to promotion and publicity, both in the domestic and international markets for IRCTC. The Agencies would also be responsible for formulating and implementing a Creative Strategy to take IRCTC vision-mission matrix forward. The creative strategy would align itself with the media strategy of the Corporation.

Designing of advertorials/editorials and other publicity material including folders, brochures, posters, hoardings, calendars, diaries, etc. and also supervision of the print quality of the products if designed by the Agency. The print creative would, at times, be required to be provided at a very short notice.

The Agencies will also be called upon to do any such activity as approved by IRCTC to take forward the promotional efforts of the Organization. This would include preparing a strategy, support creatives and promotional material to popularize various initiatives of the Corporation.

4.1. Event Management by any Offices of IRCTC

IRCTC organizes events from time to time. These events are managed by IRCTC Corporate office, Zonal offices & Regional offices etc. Accordingly, the agency may be asked to manage events by any of these offices, both international and national events as well.

4.2 Photography and Videography of the IRCTC media, Events/Tourism/Catering/Hospitality products, services and events.

The agency shall also responsible for the following:-

Providing assistance for photography or videography of the /Events/Tourism/Catering/Hospitality products, services and major events at short notice and reasonable cost might be required.

- 4.3 Other related and misc. work including adaptation and publication of creative produced for print, TV, outdoor, online, other media as per requirement of publications, channels, outdoor media, websites and portals etc.
- 4.4 Translation of documents and simultaneous translation in regional and foreign languages.
- 4.5 Other creative works that may be assigned by IRCTC like designing of promotional material during road shows, seminars, conferences, meetings etc.
- 4.6 Providing technical support (flower arrangement, printers, cameras, LED screens P-2/P-3, Laptop, mikes, speakers, translators, etc).
- 4.7 Preparation of brochures, posters, lanyards, Flex, Vinyl printing, outdoor banners and advertising, etc.
- 4.8 Arrangement of accommodation in the hotels, etc.
- 4.9 Arrangement of catering services.
- 4.10 Providing transport services required for event as per the requirement etc.

Pre-event:

- Planning and conceptualizing of ideas of event.
- Budgeting and preparation of detailed blueprint with cost and other charges and outgoings of the proposed event and submit the same to concerned ministries.
- Incorporate clarifications/ modification as may be suggested by concerned ministries in that regard. The Agency shall proceed with organizing the event on receipt of approval from concerned ministries in terms of the approved blueprint.
- Preparation of a Contingency plan for events.
- Development and management of Website and QR based registration path with payment gateway (Data Protection and privacy compliant), facility of E-voting, live streaming in the website with firewall protection including facility to provide audit trail and dashboard for the event monitoring.
- Identify potential mediums/methods for outreach (Offline Media & Online Media).
- Identification of Venue and conduct a detailed analysis (for virtual/ physical/ hybrid mode of events).
- Development of evaluation methodology for short listing process of candidates for virtual and hybrid modes.
- Creation of Social Media posts and offline media via various social media platforms. Agency shall also devise the ways to create wide publicity for events across various geographical territories with provision of regional languages.
- HTML Mailing- Bulk mailing and messaging.
- Press release (Launch), media cover in renowned newspapers, magazines, journals etc.
- Identifying, Coordinating, and liaising with judges of the event- provide complete logistics which includes boarding, lodging, foods, Air ticketing local conveyance etc. as per the directions received.
- Guest coordination for virtual, physical & hybrid events.
- Preparation of Backdrop (Digital/Physical/ Hybrid).
- Preparation of Audio – Video content for event including anthem, Short films, TV Ads, anecdotes, video bites.
- Development of Event related program application with OTP feature and Virtual Exhibition showcasing feature.
- Online event platform with live interaction and Q&A features.
- Arranging Language Translators for program support as per directions.
- May require raising sponsorship from MNCs, PSUs, Statutory bodies, autonomous bodies, govt. organizations etc.

- Celebrity outreach including social media influencers, famous persons of repute, renowned personalities etc., for promotion of events.
- Coordinating and liaising with various Ministries/departments for successful execution of event.
- Access to the event through QR based technology along with distribution of Welcome kits/Meal/Gift feature

During event:

- Press Release of events by inviting newspaper editors, news anchors, magazine coverage etc.
- Online Publicity of live events, creation of social media page and uploading of contents in social media platforms such as Face book, Instagram, you tube etc.
- Live streaming of content in website along with inter-voice connectivity among connected audiences and contestants
- Setting up of physical desk/stalls/pavilions to cater audience, contestants etc.
- Print and digital media outreach
- Registration Management – (Online & Onsite) with QR based technology
- Website maintenance and upkeep during the event
- Online & On-site technical support
- Dedicated 24/7 call center support for event related queries.
- Publicity through banners, unipoles, pamphlets across the country
- Arrangement of virtual and physical rallies, road shows, press conferences for event promotion.
- Virtual event platform management including license to online platforms, backend technical support, breakout rooms
- Create, design and maintain physical meeting rooms, VVIP lounge, participants lounge.
- F&B services for guest, dignitaries, judges and liaise for special F&B requirements for VVIPs/VIPs
- Media Management including creation of designated Media zone, media passes, media coverage
- Onsite Security including liaising with local security agencies, hiring of security agency for venue security, protocol management
- Power backup and lighting onsite and offsite during the event with technical and generator support in case of power failure
- Coordinating and liaising with local administration authorities for statutory approvals and permissions
- Sanitization of venue, social distancing norms and adequate arrangement of facemask and sanitizers for on-site events
- Photography & Videography of events, special moments, glimpses etc.

Post-Event:

- Post-event report
 - Press Release
 - Coordinating with media houses and newspaper for publication of success stories
 - Preparation of event analytics and detailed attendance report
 - Packaging and shipping of left-over promotional material, if any
 - Arrangement of award distribution ceremony and guest invite for commencement of events
- The above-mentioned scope of work is not exhaustive by any means and will depend on

basis the requirements of the project and mode of event/campaign – Physical, Virtual or Hybrid.

5 GENERAL CONDITIONS

- 5.1.** IRCTC reserves the right to terminate the EOI process at any stage and will not be responsible for any loss or damages which the applicant may incur in the process. The application can be rejected without assigning any reason.
- 5.2.** In the event of any breach of the said terms and conditions of the empanelment of IRCTC shall be entitled to forfeit the SEMD besides de-empanelling and debarring the service provider from participating in the future projects of IRCTC for a period of one years.
- 5.3.** IRCTC at their discretion may call for any record to satisfy them regarding operations of applicant's outlets and applicant will provide every help failing which it may amount to breach of conditions of the empanelment.
- 5.4.** The agency (s) shall comply with any other instruction issued by IRCTC from time to time, as may be necessary.
- 5.5.** IRCTC reserves the right to place an order for the full or part quantities under any items of work under scope of work.
- 5.6.** Applicant shall be responsible for compliance with applicable laws such as GST rules, Provident fund, labor laws or any other law of the land and registration / approval from statutory authority, if required.
- 5.7.** In case the applicant suffers any loss on account of his being restrained by IRCTC or any competent authority for indulging in illegal activities or any contravention of any law or rejection of application for empanelment through this EOI process, he shall not be entitled to any compensation what so ever.

6. Special Conditions:

6.1. Terms of payment:

- 6.1.1** No advance payment will be considered.
- 6.1.2** Payment will be made by electronic transfer of funds to the account of the concerned agency in Indian Rupees only. The agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every month, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the month, supporting documents and bills as well as copies of the creative and publicity material designed/produced during the month, for which the bills are submitted.
- 6.1.3** The GST component shall be paid as applicable and as per actual. And same should be clearly mentioned on the face of the bill. The liability to pay the GST to GST authorities shall at all time lie on the agency.
- 6.1.4** Bank details should also be furnished on the body of every bill submitted for payments by the selected agency.
- 6.1.5** The agency shall send to IRCTC an invoice stating therein the total cost of publication incurred by it. IRCTC shall pay to the agency the amount so raised in the invoice within 30 days of the invoice being delivered at IRCTC's office subject to fulfillment of other conditions of the agreement. In case the last day falls on a Saturday; Sunday or any other holiday, the payment may be made on the subsequent working day.
- 6.1.6** **Not participating in two RFQ would entail a direct termination and forfeiture of SEMD.**
- 6.1.7** **Note:**
 - 1) The agency shall ensure to pay GST charged within the stipulated time and to file the return within the time specified under this Act to enable IRCTC to avail the input credit.
 - 2) The amount of GST charged by the agency shall be held as security till the same is reflected as input available in GSTIN portal.
 - 3) In case vendor does not provide the invoice and other particulars / details prescribed under the GST law, the tax amount shall not be paid.
 - 4) In case the vendor continuously default in compliance of the GST provisions, then the contract may be cancelled, and IRCTC will recover the amount of tax, interest, penalty and /

or any other amount charged or chargeable under this Act by way of forfeiture of security deposit and tax amount withheld.

5) In addition of above, any other report/data required by IRCTC pertaining to services towards operation and maintenance of the plant shall be provided by agency.

6.2. Liability and Indemnity:

The applicant 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 liability incurred by IRCTC arising out of any negligence, breach of contract or warranty, or any other wrongful act or default on the part of applicant, its employees, agents, representatives.

6.3. 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 licensors. “ Intellectual Property Rights” shall mean and include all copy rights, moral rights, patents rights, trademarks, rights in or relating to Confidential Information and any other Intellectual Property or similar rights (registered or unregistered) through the world.

6.4 Confidentiality:

The recipient of any Confidential Information will not disclose that Confidential Information, except to employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisor are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use Confidential Information only to exercise rights and fulfill obligations under these terms while using reasonable care to keep such information confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

6.5 Non Disclosure:

- a) Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
- b) Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;
- c) Use the Information only as needed for the purpose of bidding for the Project;
- d) Except for the purpose of bidding for the Project, the bidder shall not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and
- e) Undertake to document the number of copies it makes on completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.

6.6 Corrupt or Fraudulent Practices:

IRCTC reserves the right to verify the authenticity of the documents submitted as technical application- Packet A, by the applicant. IRCTC shall inspect the physical assets of the successful applicant /applicant as declared in the application. If applicant is awarded the contract and on a later date if it is noticed that the applicant has engaged in corrupt or fraudulent practices, in competing for or in executing the contract, IRCTC may, after giving 14 days notice to the applicant terminate the agreement. For the purpose of this sub clause:

“**Corrupt Practices**” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the empanelment process.

“Fraudulent practice” means a misrepresentation of facts or submission of forged documents in order to influence the empanelment process, and included collusive practice among applicants (prior to or after application submission) designed to establish application prices at artificial non competitive levels and to deprive the administration of the benefits of free and open competition.

6.7 Conflict of Interest:

An applicant shall not have conflict of interest (the “Conflict of Interest”) that affects the Tender process. Any applicant found to have a Conflict of Interest with IRCTC shall be disqualified. In the event of disqualification, IRCTC shall be entitled to forfeit and appropriate the SEMD, as Damages, without prejudice to any other right or remedy that may be available to IRCTC under the Tender documents and/or the Contract to be entered into or otherwise.

In the event the selected applicant has any client(s) similar to the business segments undertaken by IRCTC under its catering, tourism, packaged drinking water and IT verticals, a non disclosure agreement (NDA) will be signed by the applicant with IRCTC stating that no part of the information exchanged between IRCTC and the applicant shall be disclosed to any other client(s) undertaking business of similar nature as that of IRCTC.

6.8 Jurisdiction:

Court at New Delhi shall have exclusive jurisdiction to adjudicate upon any dispute arising out of or in relation to this EOI.

6.9 Periodic Review:

The performance of the empanelled agencies will be subject to continuous review. Agency showing poor performance and service will be warned and serious action, including termination of the contract along with SEMD forfeiture will be taken. At any stage, the decision of IRCTC will not be open to question and will be treated as final. IRCTC reserves the right to terminate the services of any agency at any time without assigning reason whatsoever.

7. Post Empanelment:

7.1 PENALTY CLAUSE - IRCTC reserves the right to terminate the panel/empanelment of any of the empanelled EVENT MANAGEMENT AGENCIES empanelled at any time before expiry of the empanelled period without assigning any reasons by giving one month’s notice. IRCTC also reserves the right to recover all losses occurred due to negligence/deficiencies on the part of agency. (May be added)

IRCTC can also terminate the empanelment of any Agency at any time for not fulfilling any of the terms and conditions including special conditions. The Agency shall not be entitled for any damage or compensation by reason of such termination. In such cases where penalty, as decided by IRCTC administration, is levied, this penalty will be deducted from the SEMD deposited in case of non-payment of the same by the agency

7.2 The data submitted by the successful applicants, in compliance of the above eligibility conditions 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 applicant, if so required. If the successful applicant is found to be ineligible on such verification, the letter of empanelment will be terminated along with forfeiture SEMD /Security deposit. In such eventuality the successful applicant will also be debarred for 01 years from participating in the future projects of IRCTC.

8 Liability of IRCTC:

8.1. IRCTC will not be liable for any liability arising under the Labour laws or any other laws of the land incurred by the agency.

- 8.2. The agency shall indemnify IRCTC for any loss/damage caused due to act or omission on the part of advertising agency.
- 8.3. If there is a need felt by IRCTC, fresh empanelment window can be opened before the expiry of panel.

9 DISPUTE RESOLUTION MECHANISM:-

- 9.1. In the event of any dispute or difference between the parties hereto as to the construction, operation and interpretation of this EOI or the respective rights and liabilities 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.
- 9.2. In the event, the Parties are unable to resolve the dispute as has been mentioned in the preceding clause, either party by way of submitting a demand in writing, refer the dispute to 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 difference as also the amount of claim. Further, only such disputes or differences in respect of which demand has been made, together with counter claims or set off given by IRCTC shall be referred to Arbitration and other matters shall not be included in the reference.
- 9.3. If the Arbitrator so appointed refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/her office/offices or is unwilling to perform his/her function as an Arbitrator for any reason whatsoever, or in the opinion of 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.
- 9.4. The parties further agree to waive off the applicability of sub –section 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 Arbitration.
- 9.5. In case the party does not agrees to the appointment of the Sole Arbitrator as has been specified above, both the parties shall appoint their respective Arbitrators who shall thereafter appoint the Presiding Arbitrator for adjudication of dispute by the so constituted Arbitral Tribunal. Arbitration shall be subject to the provisions of Arbitration and Conciliation Act, 1996 (as amended from time to time)
- 9.6. The Award of the Arbitral Tribunal shall be final and binding on both the parties to the contract/tender.
- 9.7. 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.

10. Role of IRCTC:

- a) IRCTC will empanel the service provider agency from among the applicants who have participated in the process.
- b) IRCTC will invite financial Applications from empanelled agencies for event management, advertisement, multimedia presentations, preparation of brochures, posters etc.

- c) Normally, Applicants will be given up to 7 days but not less than 3 days to participate in the financial applicant process. However, in exceptional cases the empanelled parties may be required to submit their financial application in less than 24 hours notice.
- d) Application Document containing terms and conditions including the Scope of Work, financial application form etc. will be sent through e-mail only at the details as provided by the applicant.

11. Role of the empanelled agency:

- a) Such agency will submit financial application as prescribed in the application document at the venue, date and time as mentioned in the application document.
- b) After receipt of Letter of Award, the agency will mobilize his resources required for the performance of requisite services.

12. Criteria for empanelment:

- 12.1 Only such offers shall be evaluated against which SEMD has been deposited.
- 12.2 The documents uploaded, will be examined to ascertain fulfillment of eligibility criteria. Applicants that fulfill the eligibility criteria and have submitted all required documents will be considered eligible for empanelment. Offers not complying with the eligibility criteria will be disqualified.
- 12.3 Any form of canvassing or attempts by applicant to illegally influence the selection procedure will be treated adversely and will immediately lead to the cancellation of such application. However if administration authority found that any clarification is required in line with eligibility criteria without any vitiations of EOI, may ask the same from applicant/s.
- 12.4 Credentials submitted in response to this by the Agencies shall not constitute any obligation or promise on the part of IRCTC for final selection. IRCTC will have full discretion to accept or reject an application without assigning any reason whatsoever and decision of IRCTC in this regard would be final.

SN	Eligibility Criteria	Document/s to be submitted
1	Name and full address of the applicant with Telephone, e-mail & Fax Number(s) and Contact Person.	
2	Status of the applicant: - Company /Partnership Firm/Proprietorship firm– Please Specify	Please Specify
2.1	In case of Company- please enclose Memorandum and Articles of Association along with certificates of incorporation, if company is a public limited then the certificate for commencement of business also to be enclosed.	Please enclose Memorandum and Articles of Association along with certificates of incorporation. Certificate for commencement of business also to be enclosed.
2.2	In case of Partnership Firm- please enclose Certificate of Registration under the partnership Act, 1932 along with valid partnership deed.	Please enclose Certificate of Registration under the partnership Act, 1932 along with valid partnership deed.
2.3	In case of Proprietorship or Individual- please enclose a declaration on the letter head.	Please enclose a declaration on the letter head.
3	Compliance of statutory laws- please enclose the following: i. Copy of PAN Card. ii. Copy of registration Certificate under GST. iii. Copies of Income Tax Returns filed for the last 2 years	Copy of PAN Card. Copy of registration Certificate under GST. Copies of Income Tax Returns filed for the last 2 years.
4	i. Copy of ESI registration certificate, if applicable. ii. Copy of EPF registration certificate, if applicable.	Copy of ESI registration certificate. Copy of EPF registration certificate
5	Details of Earnest Money Deposit (SEMD) – Rs. 1.00 lakh, through Online/RTGS/NEFT, in favour of IRCTC Ltd., through e-tendering website www.tenderwizard.com/IRCTC .	Details of SEMD Transaction
6	The agency must have carried out Event Management as per scope of work and communication campaigns for Government Ministry/Department/PSU and/or Multilateral institutions such as UNICEF, WHO, UNDP etc of a minimum value of Rs. 5 Cr in each of the last three financial years i.e. 2019-20, 2020-21 and 2021-22	Agency shall enclosed/submit the CA certificate for turnover of a minimum value of Rs. 5 Cr in each of the last three financial years i.e. 2019-20, 2020-21 and 2021-22. Please also enclose the Audited B/S and P&L A/c duly certified by CA with seal, signature and membership no. Note- CA certificate and Audited B/S and P&L A/C must bear the UDIN no.
7	The agency must have undertaken a minimum of ten event management related works from Government/Semi Government/PSU/Multinational companies/National companies since 01.01.2018 up to the date of EOI opening with value of not less than 10 Lacs each.	Copies of work orders/LOA issued along with work completion certificates from Clients.
8	Minimum of at least 10 employees on payroll of the organization.	Declaration by the authorized signatory on letterhead of the organization as at Annexure B.
9	The applicant must not have been blacklisted/ debarred/ suspended/ banned by any Ministry/ Department of State or Central Governments/ PSUs in last 3 years.	Self- certified letter attested by the authorized signatory.

Note:-

- 1 Applicant found technically qualified will be required to give presentation to the empanelment committee regarding any mega event undertaken by the firm with a value of not less than 1 crore in the past 2 years to ascertain the technical capabilities and competence of the applicants.
- 2 All applicants are directed to submit the certificate(s) issued by Chartered Accountant with UDIN mandatorily.
- 3 If required additional documents may be called after opening of EOI.

Name _____
(Authorized signatory of the company)

Annexure- “B”

List of Employees with qualification, experience etc

SN	Name of the Employee	Designation	Qualifications	Total Work Experience	Experience under the current agency

Name _____
(Authorized signatory of the company)

Format for covering letter (On Company's letter head)

Group General Manager,
Indian Railway Catering and Tourism Corporation
North Zone Office: Rail Yatri Niwas Building,
New Delhi Rly. Station complex,
Ajmeri Gate side,
New Delhi-110002

Subject: Expression of interest for empanelment as event management agency.

I/We _____ (name of the authorized signatory) on behalf of _____ (name of the applicant)
_____ offer our interest for empanelment as event management agency.

I/We hereby bind myself/ourselves to complete all the formalities from time to time as required after the empanelment.

- A.** I/We hereby understand that the submission of expression of interest does not guarantee empanelment.
- B.** I/We have submitted SEMD for ₹1,00,000 (₹One Lakh) against UTR No. _____.
- C.** I/We solemnly declare that to the best of my/ our knowledge and belief-that information given in the application form and the annexure and statements accompanying are correct, complete and truly stated and also that we shall be bound by the acts of my/ our duly constituted attorney.
- D.** I/We further understand that in case of any information submitted by me/ us is found to be incorrect, IRCTC will have the right to annul the empanelment and agreement (s) , if any, with immediate effect and debar me/ us for a period of 1 (one) Years.
- E.** IRCTC and its representatives are hereby authorized to conduct any enquiry or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this expression of interest.
- F.** It is understood that this is not a tender form but empanelment process and no business is guaranteed by IRCTC, on qualifying empanelment eligibility.

The following person(s) may be contacted for any information or clarification relating to this application:

Name:
Designation:
Telephone:
Mobile:
E-Mail:

I/We do hereby confirm that I/we have the necessary authority and approval to submit this expression of interest for providing the above project.

Thanking you
Yours sincerely

(Authorised Signatory)
Name
Designation and seal
Name of the company and address:
Telephone:
Mobile:
Fax
Email: