



CIN –L74899DL1999GOI101707, Website: www.irctc.com

OPEN E-TENDER (Two Packet System)

E-TENDER NO: 2022/IRCTC/TOURISM/GC-Offboard/1

**ONLINE E-TENDER FOR APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING
VARIOUS OFFBOARD SERVICES TO GUESTS OF GOLDEN CHARIOT TRAIN
FOR TWO SEASONS (2022-23 and 2023-24)**

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| Approx. Value of Contract (2 Seasons): | <u>Rs. 3.81 Crores (approx)</u> |
| Last date and time of submission of bids: | <u>30.08.2022 at 1500 hrs</u> |
| Earnest Money Deposit: | <u>Rs. 3.40 Lacs</u> |
| Date and Time for Pre bid Meeting online: (Link for the meeting shall be shared on www.irctc.com and www.tenderwizard.com/IRCTC) | <u>18.08.2022 at 1130 hrs</u> |
| Date & time of opening of Bids online | <u>30.08.2022 at 1515 hrs</u> |
| E Tender Processing Fee: | NIL |
| Address: | Office of the GGM / Services IRCTC M-13, Punj House Connaught Place New Delhi - 110001 Contact: 011 – 23701101 |
| Online bidding available on: | www.irctc.com www.tenderwizard.com/IRCTC |

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

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The Tenders have to be submitted using the Online Mode only. No other form of Tender submission shall be accepted.

The E-Tender Document is divided into 2 parts viz. Technical Bid (Packet A) and Financial Bid (Packet B).

The Technical Bid (Packet A) shall comprise of the Tender Document with digital signatures (Class 3) of the Authorized Signatory of the Company along with the Covering Letter of Company Letterhead and all documents in support of Eligibility Criteria. All documents to be duly uploaded only on the e-tender portal. No documents are to be submitted physically. EMD should be paid online, failing which the Tenders shall be rejected.

The Financial Bid (Packet B) shall comprise of the Financial Bid. The rates are to be filled in the format provided online. Financial Bid of only those bidders shall be opened online on a subsequent date, who are found eligible in the Technical Bid (Packet A)

PREAMBLE

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

(A Government of India Enterprise)

Indian Railway Catering & Tourism Corporation Limited (IRCTC) is a Mini Ratna PSU under the Ministry of Railways. Promotion of rail based tourism is one of the foremost lines of business for IRCTC, amongst the many mandates given by the Ministry to Railways, which include station catering and onboard catering on trains, production and distribution of packaged drinking water (Rail Neer) and Internet ticketing.

The Golden Chariot is a tourist train owned by Govt. of Karnataka (Karnataka Tourism) which has been taken over by IRCTC for marketing and operations. The train which commenced operations in 2008 has been operating on various itineraries covering the states of Karnataka, Tamil Nadu, Goa and Kerala.

Through this tender, IRCTC wishes to appoint Service Provider for providing various offboard services to guests of Golden Chariot such as sight-seeing, transport, offboard activities, Gala Events, station decor etc. for its regular itineraries (Pride of Karnataka, Jewels of South and Glimpses of Karnataka)

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 TENDER

Subject: Appointment of Service Provider for providing various offboard services to guests of Golden Chariot 2022-23 & 2023-24 seasons (upto April 2024)

REFERENCE: - 2022/IRCTC/TOURISM/GC-Offboard/1

Indian Railway Catering and Tourism Corporation Ltd., New Delhi invites Open Tender from reputed Inbound Tour Operators, registered in India with the Ministry of Tourism for providing offboard services to guests of Golden Chariot for **2022-23 & 2023-24 season** (upto April 2024) as per the Eligibility Criteria and terms and conditions stipulated in this Tender Document.

Online e-Tenders with requisite Earnest Money Deposit in the form mentioned in the online bidding portal shall be received in the Office of Group General Manager – Services, Indian Railway Catering and Tourism Corporation Ltd., M-13, Punj House, Connaught Place, New Delhi - 110001. The Bids shall be opened online on the stipulated date and time. In the online e-tendering system, bidders shall not be permitted to proceed with the bidding process without submission of the requisite EMD.

All documents should be uploaded on the e-tendering portal of IRCTC by logging in through a **Class 3 Digital Signature**. No documents are required to be submitted physically.

Bidders are required to deposit EMD of Rs 3.40 lacs through e-tender website only prior to submission of E-Tender. EMD deposited in any other form or any other account of IRCTC or by any other medium will not be considered and such offers will be summarily rejected.

The successful Tenderer shall be intimated about the Award of Work, and EMD of other Tenderers shall be returned without any interest on the amount deposited within 30 days of finalization of Tender.

A pre-bid meeting shall be held online, the link for which shall be shared on irctc.com/tenders

The Tender shall remain open for acceptance for 120 days from the date of opening of tender.

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

The Notice Inviting Tender and the enclosed instruction to tenderers, schedule of work, price schedule and conditions shall form part of the tender document. This document consists of 79 pages including one Index page and one cover page.

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

DISCLAIMER

- The information contained in this document is being provided by IRCTC for the Open Tender purpose to enable the Bidders to participate and submit a bid in response to this tender for appointment of offboard Service Provider for the guests of Golden Chariot train. Under no circumstances shall IRCTC, or its respective advisors, consultants, directors, contractors, and/or agents incur any liability arising out of or in respect of the issue of this Tender Document or bidding process.
- The objective of the Bid Document is to provide the prospective bidder(s) with the relevant information to assist in formulation of proposals of bids.
- The assumptions, assessments, statements and information contained in the 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.
- Nothing in the Tender Document 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 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.
- This request for Bid document is not an agreement and is not an offer or invitation by IRCTC to any party other than the applicants (Bidders) who are qualified to submit their proposals to IRCTC.
- 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.
- The bid document may not be apposite for all persons interested in bidding as it is not possible for the IRCTC or any of their employees or advisors to take into consideration the financial and investment objectives, financial situation as well as specific needs of each party who reads or uses this Bid document.
- The prospective bidders should conduct detailed analysis and study for authenticating the accuracy and completeness of the information provided in the Bid document and wherever necessary obtains independent opinion from appropriate sources.
- Each Bidders' acceptance of delivery of this Tender constitutes its agreement to and acceptance of the terms of the terms set forth in this Disclaimer. By acceptance of this Tender, the recipient agrees that this Tender and any information herewith supercedes document(s) or earlier information, if any, in relation to the subject matter hereof.
- The IRCTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid document.
- Laws of the Republic of India are applicable to this Tender.

INSTRUCTIONS TO THE BIDDERS

1. This tender can only be submitted through the online mode on www.tenderwizard.com/IRCTC. This Tender Document can only be viewed on www.irctc.com and www.tenderwizard.com/IRCTC and will be submitted/received only at www.tenderwizard.com/IRCTC only. A detailed procedure for bidding is available on www.tenderwizard.com/IRCTC.
2. The applicant should load complete set of documents as mentioned in the Check-List of Mandatory Documents in support Minimum Eligibility Criteria.
3. Any Corrigendum or Addendum to the Tender shall be hosted on the website of IRCTC, www.irctc.com and www.tenderwizard.com/IRCTC. The Bidders are, therefore, advised to visit the IRCTC website regularly till the Bid Due Date. The last amendment, if any, will be hosted a minimum of 7 days before the Bid Due Date.
4. The Class 3 Digital signature of the bidder on the E-Tender form will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. It may please be noted that in case of deviation quoted by the bidder, offer will be passed over without further correspondence/communication.
5. The prospective bidder voluntarily agree to the exclusive jurisdiction of courts situated at New Delhi by submitting the bid.
6. No other court except courts at New Delhi only have jurisdiction to resolve the disputes arising out of the bid document.
7. This E-Tender is based on Two Bid System i.e. Technical Bid and Financial Bid.
8. Technical Bid shall form the basis ascertaining the Technical and Financial credentials of the bidder (s). Bidders must ensure that they submit the requisite documents in support of the Technical Bid.
9. Non-submission of any of the document listed in the **MINIMUM ELIGIBILITY CRITERIA** will lead to rejection of the offer and no correspondence in this regard shall be made.
10. Financial Bid(s) shall consist of the Offer Form for the Financial Bid in the E-Tender Schedule duly filled in online only. The Financial Bid is to be filled in accordance with the instructions and other relevant provisions mentioned in this Tender Document.
11. **Evaluation of Offers:** The entire process shall be in two stages:
 - **Stage 1:** The Technical Bid of all the offers that are received within the date and time mentioned herein shall be opened after the due date and time. The technical suitability of the tenderers shall be evaluated based on the eligibility criteria.
 - **Stage 2:** Financial Bids of only those tenderers shall be opened who are shortlisted in Stage 1. The Date and time of opening of Financial Bid shall be intimated to the shortlisted tenderers and shall be opened at such appointed date and time through online mode only.
12. Both the bids shall be opened electronically and will be immediately available on the tender uploading site for viewing to the bidder. However, if the bidders wish, they may remain present at the time of electronic opening of bids at the IRCTC Office.

13. Withdrawal of Bids:

- If Bidder withdraws its bid before opening of tender by uploading the letter in e-tender site, EMD of the bidder will be refunded if already deposited.
 - If bidder withdraws or amends, impairs or derogates its bid before opening of Financial Bid in writing and the letter is uploaded in the tender site before opening of Financial Bid, EMD will be forfeited.
 - If bidder withdraws, amends, impairs or derogates its bid after opening of Financial Bid, EMD of the bidder will be forfeited.
14. Bidders are required to possess at least a **Class 3 Digital Signature** for submission of bids.
15. The bidder should have the capability and willingness to commence the operations on short notice. The date of commencement shall generally be in October However, services may be required at earlier dates also, in case of special runs.
16. IRCTC reserves the rights to discharge this Tender process at any stage, without assigning any reason for the same. Any claim by tenderers for any damages/compensation, for any reason, on this account will not be admissible.
17. The intending bidders are advised to study the document carefully and acquaint themselves with the conditions therein as these shall govern the Operations and shall form an integral part of contract.
18. Pre Bid Meeting will be held as per the date and time indicated to clarify queries, if any.
19. Bidders are expected not to propose any alteration/s to any of the condition/s in the Tender. The stipulated conditions embodied in the Tender shall be binding on the Bidders. Any Conditional Tender shall be rejected.
20. **Validity:** The offer shall be kept valid for acceptance for a minimum period of 120 (One Hundred and Twenty) days from the date of opening of tenders.
21. Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by IRCTC to the tenderer. While the offers are under such consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting IRCTC by any means. If necessary, IRCTC will obtain clarifications on the offers by requesting for such information from any or all the tenderers, in writing, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened.
22. 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.
23. **Rates:** The tenderers should quote rates for the services and facilities as mentioned in the Tender Document/Itineraries exclusive of GST. The rates finalized against this tender shall be valid for the all tours of Golden Chariot Train on the itineraries as mentioned in the tender document upto April 2023. The rates for 2023-24 shall be determined as per tabulation at **Page 35**. In case of extension of contract in 2024-25 and 2025-26 the rates finalized for the itineraries and optionals (please see Special Conditions of Contract) shall be enhanced by 5% every year ie. in 2024-25 and 2025-26 (upto April 2026).

24. **Tenure of Contract:** The contract shall be awarded for a period of two seasons (2022-23, 2023-24) with provision for extension for one season twice. This is subject to the fulfillment of terms and conditions of the contract and successful delivery of desired standards of services. The Service Provider shall have not any right for further extension.
25. **Nonconformity:** IRCTC may waive any minor nonconformity, or irregularity in a tender document that does not constitute a material deviation, provided such waiver does not prejudice:
- a. One that limits in any substantial way the scope, quality, or performance.
 - b. One that limits, in any substantial way that is inconsistent with the tender documents, IRCTC rights or the successful bidders' obligations under the contract; and
 - c. One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.

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.

26. **Clarifications regarding tender and documents submitted** – During Tender evaluation, IRCTC may at its discretion, ask the Bidders for clarification on the documents submitted. Any such requests and their responses shall be in writing. No change in the price or substance of the tender shall be offered or permitted.
27. **Earnest Money:** Tenderers are required to furnish Earnest Money of Rs 3.40 Lacs in favor of Indian Railway Catering and Tourism Corporation Ltd. The Earnest Money shall be paid online through online payment gateway on the e-tendering website www.tenderwizard.com/IRCTC.

Earnest Money of the unsuccessful tenderers shall be refunded within 30 days of the award of contract. No interest shall be payable by IRCTC on the Earnest Money. The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of offers/extended period consented by the bidder(s). The Earnest Money of the successful tenderer will be returned after the Security Deposit required is furnished.

28. Tenders are not transferable. IRCTC reserves the right to reject or accept any tender in whole or in part on account of credentials, technical capability, past performance or any other evaluation criteria to ensure desired levels of service standards. The decision of IRCTC in this regard will be final and IRCTC is not liable to assign any reasons for the decision.
29. **Financial Bid:** Tenderers are invited to quote their rates in the format provided in the e-tendering portal. Guidelines for submission of Financial Bid have been enumerated in the Special Conditions of Contract and the Financial Bid also. In case of any discrepancy/contradiction, the conditions mentioned in the Financial Bid format shall be final and binding.
30. No offers other than submitted on the e-tendering portal shall be accepted.

31. The Tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be rejected.

MINIMUM ELIGIBILITY CRITERIA

1. Company/Partnership Firm/Limited Liability Partnership/Proprietorship duly incorporated/registered in India.
2. The firm should be duly registered with Ministry of Tourism, Govt. of India at least since 2012.
3. The firm should have Minimum Annual Turnover of Rs. 20 crore per year in each of the preceding three Financial Years (2016-17, 2017-18 and 2018-2019) from inbound tour operations.
4. The firm should have been awarded the National Tourism Award instituted by Ministry of Tourism, Govt. of India in the Inbound Tour Operator/Travel Agent Category at least once since 2013-14 in any of the categories viz Category 1 or Category 2 or Category 3. *

*The year **FOR** which the firm has been awarded shall be considered, not the year in which the award has been declared. For example, the award for 2011-12 may have been declared in 2013 or 2014. Since, IRCTC has sought awards since 2013-14, this award for 2011-12 shall not be considered.

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH e-TENDER

Minimum Eligibility Criteria - Documents to be submitted:

| SN | Parameter | Minimum Eligibility | Document Requirement |
|----|--|---|--|
| 1 | Status of firm | Company/Partnership/Proprietorship/Limited Liability Partnership duly incorporated/registered in India having experience of Inbound Tour Operations. | Copy of Memorandum and Articles of Association with List of Current Directors for Companies incorporated under the Companies Act 1951. or Copy of Partnership Deed with Certificate of Registration for Companies registered under Indian Partnership Act 1932. Or Registration under Limited Liability Partnership Act 2008 or Notarized Self-Declaration on Stamp Paper of Rs. 100/- for Proprietorship Firms. |
| 2 | Approved Tour Operator by Ministry of Tourism, Govt. of India | At least since 2012. | Certificates/Letters issued by Ministry of Tourism, Govt. Of India. |
| 3 | National Tourism Award, Ministry of Tourism, Govt. of India. (Since 2013-14) | The firm should have been awarded the National Tourism Award instituted by Ministry of Tourism, Govt. of India in the Inbound Tour Operator/Travel Agent Category at least once since 2013-14 in any of the categories viz Category 1 or Category or Category 3 | Award Certificates/Letters issued by Ministry of Tourism, Govt. of India. |
| 4 | Annual Turnover | The firm should have Minimum Annual Turnover of Rs. 20 crore per year in each of the preceding three Financial Years (2016-17, 2017-18 and 2018-2019) from inbound tour operations business. | Certificate from Chartered Accountant indicating the total turnover and turnover from Inbound Tour Operations in the last three financial years in the format as per Annexure B |

Documents uploaded on the e-tendering portal only shall be accepted.

Other Documents:

- 1- This Tender Document bearing Class 3 digital signatures of the Authorized Signatory to be uploaded on the e-tendering portal.

- 2- Covering Letter on Company Letterhead as per Format enclosed to be uploaded on e-tendering portal.
- 3- Earnest Money Deposit.
- 4- Copy of Membership certificate of IATO/ IATA/ PATA/ADTOI, if any etc.
- 5- Copy of PAN card.
- 6- Copy of GST Registration number.
- 7- **The following documents to be submitted as per the Status of the Firm:**

Proprietorship Firms:

- i) Name of the proprietor
- ii) Complete address of the proprietor
- iii) Power of Attorney (duly attested by the public notary with notarial stamp affixed there on) if any executed in favour of any persons by the proprietor to act on his behalf or on behalf of the firm
- iv) Address of the person in whose favour the power of attorney has been executed by the proprietor.

Partnership Firms under Indian Partnership Act or Limited Liability Partnership Act:

- i) Name of the partners
- ii) Complete address of the partners;
- iii) Partnership Deed
- iv) Power of attorney if any executed by any partner / partners duly attested by public notary with notarial stamp affixed thereon.
- v) Registration under the Partnership Act or Limited Liability Partnership Act, if registered.

Company:

- i) Certificate of incorporation issued by the Registrar of Companies.
- ii) A certified copy of Memorandum and Articles of Association of the Company.
- iii) Name and address of the present Directors if not mentioned in the Memorandum and Articles of Association.
- iv) Authorization in favour of the Authorised Signatory for signing the Tender Documents and other papers in connection with this contract.

Consortium Bidding shall not be permitted.

Documents uploaded on the e-tendering portal only shall be accepted.

GENERAL CONDITIONS OF CONTRACT

I GENERAL

1. The contract for off board services will, normally, be awarded to the party quoting the lowest rate as per Financial Bid. However IRCTC has sole discretion to enter into an arrangement

with any other party, in order to ensure best services. The decision of IRCTC in this regard shall be final and binding.

2. The Successful Bidder will obtain necessary certificates/ permissions as required by law or any other stipulated statutory document from the competent authorities. Successful Bidder will arrange necessary infrastructure and manpower etc. for delivering services.
3. The successful bidder shall, at all times indemnify IRCTC against all claims and losses which may be suffered due to the Service Provider or any person employed by them for reason of any default on the part of the bidder in due Observance and performance of provision of Workmen's Compensation Act -1923, Employment of Children's Act XXVI of 1938 and Contract labour regulation and abolition Act-1970 and other statutory laws.
4. The employees of Service Provider, will not be in any contractual relation, whatsoever, with IRCTC.
5. The successful bidder will be responsible for any liability arising out of various laws enacted by Govt of India/subordinate departments.
6. The Service Provider shall be responsible for the safety of guests of Golden Chariot and staff, during off board excursions.
7. Agreement on Rs. 100/- Stamp Paper will be signed between the successful bidder and IRCTC after Award of Contract. Till such time, the agreement is signed, this tender document along with the letter of award (LOA) shall be deemed to be the agreement.
8. The successful bidder shall, at all times indemnify IRCTC against all claims and losses which may be suffered due to the Service Provider or any person employed by them for reason of any default on the part of the bidder in due Observance and performance of provision of Workmen's Compensation Act -1923, Employment of Children's Act XXVI of 1938 and Contract labour regulation and abolition Act-1970 and other statutory laws.
9. IRCTC will not be liable for any liability arising under the labour laws, non payment of any statutory taxes or any other/default of law of the land incurred by the Service Provider.
10. The Service Provider shall be responsible for the conduct and behavior of its all personnel engaged for providing services to guests.
11. In case successful bidder is found indulging in malpractices such as poor quality of service, delays in placement of vehicles, late arrivals of guides, poor condition of transport, guides with improper knowledge, compulsive shopping activity and any other such service issues which is against the spirit and terms of the contract, written or implied, the bidder will be warned and for subsequent offences, will be appropriately penalized or terminated.
12. The Service Provider will make all arrangements for equipments, vehicles, manpower, permissions and all other operational requirements for ensuring best services.
13. The service provider should never try to influence clients for their own benefit. While providing service to our clients the service provider must always keep in mind that they are representing IRCTC.
14. The service provider will ensure that the tour is managed by Trained Staff.
15. The service provider will coordinate with the passengers on the entire trip. He will be responsible for the following –
 - a. Ensure the quality and cleanliness of the vehicles
 - b. All off board arrangements in Hotel / Restaurants, venues etc. and amenities.
 - c. All arrangements for optional services as mentioned in the program or any other request for guides, transport, dining, shopping etc. by the clients in consultation with IRCTC
 - d. To assist the tourists for providing services of experienced photographers at the places of visit on direct payment basis.
16. The Service Provider agrees to submit all disputes arising out of or in connection with bid document/license to the exclusive jurisdiction of courts at New Delhi.
17. The grant of license will be governed by the Laws of India.
18. The service provider will not be permitted to opt-out before the completion of the tenure of the contract period.

II Security Deposit

- i. The successful bidder shall provide a **Security Deposit** for an amount of **5% of the estimated cost of the contract or Rupees 10 Lacs maximum**, in favour of “**Indian Railway Catering and Tourism Corporation Limited**” by **Demand Draft** within a period of **10 days** from the date of issue of “**Letter of Award**”. The EMD submitted along with the bid will be **adjusted** against the Security Deposit of the successful bidder. EMD of other E-Tenderers shall be returned without any interest on the amount deposited within 30 days of finalizations of E-Tender.
- ii. No interest will be admissible / payable on the Security Deposit or any other amount payable by IRCTC to the service provider/bidder.
- iii. IRCTC shall be entitled and it shall be lawful on its 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 fulfillment 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.

III. IRCTC may waive any minor nonconformity, or irregularity in a E-Tender document that does not constitute a material deviation, provided such waiver does not prejudice:

- a. One that limits in any substantial way the scope, quality, or performance of the Services/product/material.
- b. One that limits, in any substantial way that is inconsistent with the E-Tender documents, IRCTC rights or the successful bidders’ obligations under the contract; and
- c. One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.

IV. TENURE OF THE CONTRACT

The contract shall be awarded for a period of two seasons i.e 2022-23 and 2023-24 which may be extended for one season twice on mutual consent at the sole discretion of IRCTC at the terms and conditions as may be decided by IRCTC at that time. This is subject to the fulfilment of terms and conditions of the contract and successful delivery of desired standards of services. The Service Provider will not have claim for extension as a matter of right.

V. COMPLIANCE OF INSTRUCTIONS: The bidder shall comply with any other instructions issued by IRCTC from time to time within a reasonable time, as may be necessary to ensure better services. The rider agreement in this regard shall be executed between the parties within 15 days of the amendment/changes.

VI. TERMINATION OF THE CONTRACT

The contract may be terminated by either party by giving one month notice, however IRCTC can terminate the contract by giving 24 hrs. Notice for breach of any of the terms and conditions of contract on the part of the Service provider.

- a. The liabilities for any charges, payments or expenses due to the other party which accrued prior to the termination date shall not be extinguished by termination, and such

amounts (if not otherwise due on an earlier date), shall be immediately due and payable on the termination date.

- b. Any obligations under this Contract which either expressly or by their nature is to continue after termination or expiration of this contract shall survive and remain in effect.

VII. CONDITIONS GOVERNING THE PERFORMANCE OF THE CONTRACT

1. 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 the Office of the GGM / Services IRCTC, M-13, Punj House, Connaught Place, New Delhi – 110001
 - i. 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 GGM / Services or any other officers for the time being entrusted with such functions, duties and powers by IRCTC.
 - ii. This Agreement shall in all respects be governed by and interpreted according to the laws of India.
2. **Assignment of contract/subletting** -The Service Provider shall not at any time during the currency of contract, assign/sublet the contract to another firm/party. In case any such activity is noticed by IRCTC, the contract shall be liable to be terminated forthwith without giving any notice. However, the Service Provider may be permitted to engage services of professional agencies for transport, guides, offboard meals etc.
3. The Service provider, being the employer in relation to persons engaged/employed by him for providing the services under this contract, shall **alone be responsible and liable to pay wages/salaries** to such persons which in any case will **not be less than the minimum wage** as fixed or prescribed for the category of workers employed by him from time to time or by the State Government and/or any authority constituted by or under any law.
4. The Service provider undertakes that **appropriate license/s** under the **Contract Labour (Regulation and Abolition) Act, 1970** have been obtained/will be obtained and the Rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
5. The Service provider shall not depute/deploy any inter-state migrant worker/personnel at the premises of IRCTC without obtaining at least 30 days prior written permission/approval from IRCTC and in case the permission/approval is granted, shall obtain the requisite license in this regard from both the states as per applicable laws and rules and shall be solely responsible, at its own cost and expenses, for payment of applicable allowances/facilities to such worker/employee under Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979 and the rules framed there under and/or other applicable laws and rules. The Service provider will exclusively be liable for all fines/penalties/punishment etc. for violating this clause and shall keep the IRCTC indemnified and harmless in this regard.
6. The Service provider shall maintain all registers required under various Acts, which may be inspected by the IRCTC as well as the appropriate authorities at any time.
7. The Service provider shall issue **Identity Cards** to all its employees, bearing their **photographs** at own cost.

8. The Service provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by him; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against IRCTC. The IRCTC administration shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service provider for any purpose whatsoever nor would IRCTC be liable for any claim(s) whatsoever of any person(s) of the Service provider.
9. In case IRCTC is required to meet any liability in respect of any person(s) engaged/employed by the Service provider by virtue of their working at the premises of IRCTC, it would be open and lawful for IRCTC to deduct the amount(s) of any such liability from and out of dues payable to the Service provider.
10. The Service provider shall be responsible for all types of **injuries and accidents** to staff, employed by him.
11. The Service provider shall be responsible for the conduct and behaviour of its employees. If any employee of the Service provider is found misbehaving with the guests or staff of IRCTC, the Service provider shall take necessary and appropriate action immediately including replacement.
12. In the event of any **loss/damage** being occasioned to IRCTC on account of the negligence of the Service provider's employees, the Service provider shall make good the loss sustained by IRCTC.
13. If the IRCTC notices that the personnel of the Service provider has/have been negligent or careless in rendering the said services, the same shall be communicated immediately to the Service provider who will devise corrective steps immediately to avoid recurrence of such incidents and report to the IRCTC its action plan.
14. If any of the personnel of the Service provider indulges in **theft or any illegal/irregular** activities, misconduct, the Service provider will take appropriate action required as per law against its erring personnel and intimate accordingly to the IRCTC. If any theft or loss of any of the items of the IRCTC occurs during the period of this Contract, the Service provider shall be liable for the same and shall **make good the loss**.
15. The Service provider shall at all times defend, indemnify and keep indemnified the IRCTC against any/all claims of/by its employees including but not restricted to the claims under the Workmen's Compensation Act, 1923; Payment of Wages Act; Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any worker or other personnel of the Service provider or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made there under, by any person whether in the employment of the Service provider or not, who provided or provides the said services under this Contract.
16. The employees/agents of the Service provider shall never be considered to enjoy any right to enter the Train by virtue of this Contract or otherwise at any time except with the prior permission of the IRCTC.
17. In the event of **failure** of the Service provider **to provide the services** or part thereof, as mentioned in this Contract for any reasons whatsoever, the IRCTC shall be entitled to procure services from other sources at risk and cost of the service provider and the Service provider shall be liable to pay forthwith to the IRCTC, the difference of payments made to such other

sources, besides damages at double the rate of payment for the period of failure in providing the services or part thereof.

18. If, at any time, during the operation of this Contract or thereafter the IRCTC is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Authority or Tribunal, to pay any amounts whatsoever in respect of or to any of the present or ex-personnel of the Service provider or to any third party, the Service provider shall immediately pay to the IRCTC all such amounts and costs also and in all such cases/events the opinion of the IRCTC shall be final and binding upon the Service provider. The IRCTC shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service provider and if such amount is not fully recovered, the IRCTC shall be entitled to recover the balance amount through legal recourse.
19. The Service provider further agrees to absolve the IRCTC from all the liabilities in regard to any statutory enactments to the extent applicable to the service provided by the Service provider. It is clearly understood that should the IRCTC be called upon to make any payment to any authority, the Service provider shall reimburse such amounts to the IRCTC whether such liability arises during the currency of this contract or after expiry of the period of this contract. If there would be any claim on the IRCTC for any default of the Service provider or its employees committed during the operation of this Contract, the Service provider shall pay the IRCTC such amount on demand without protest.
20. **Confidentiality of Bid Evaluation:** 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.
21. **Amendments to the Tender Document:** Any Corrigendum or Addendum to the Tender shall be hosted on the website of IRCTC, www.irtc.com and www.tenderwizard/IRCTC. The Bidders are, therefore, advised to visit the IRCTC website regularly till the Bid Due Date. The last amendment, if any, will be hosted a minimum of 7 days before the Bid Due Date.
22. **Costs associated with preparation of documents:** The Bidders shall be responsible for all the costs associated with the preparation of their bids and their participation in the Tender process. IRCTC shall not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the Tender process.
23. **Withdrawal of Bids:** The Bidders may withdraw their bids as per guidelines given in the Instructions to Bidder. No Bid shall be permitted to be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
24. **Documentation:** All relevant documents will be submitted online only by the Bidders and/or the Selected Bidder, as the case may be, at their own cost. IRCTC reserves the right to verify all statements, information and documents submitted by the Bidders in response to the Tender and the Bidder shall, when so required by IRCTC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by IRCTC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of IRCTC hereunder.
25. **Corrupt or Fraudulent Practices:** IRCTC reserves the right to verify the authenticity of the documents submitted as Technical Bid by the application. If an applicant is awarded the Bid and on a later date, if it is noticed that the Bidder has engaged in corrupt or fraudulent practices, in competing for or in executing the Bid, IRCTC may, after giving 14 days notice to the Bidder, 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 tendering process or in the execution of the contract.

Fraudulent Practice means a misrepresentation of facts or submission of forged documents in order to influence a procurement process or the execution of a contract to the detriment of the Licensor (IRCTC) and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the administration of the benefits of free and open competition.

26. **Inspection Clause:** As part of the evaluation of the Technical Bids, IRCTC reserves the right to inspect at its own cost the facility/facilities of the Bidders in order to assess their infrastructure and capability for carrying on the contractual obligations as stipulated in the Tender Document.
27. In case it is found during the evaluation or at any time before signing of the contract agreement or after its execution and during the subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of Letter of Award or has entered into Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by IRCTC to the Selected Bidder without IRCTC being liable in any manner to the Selected Bidder. In such an event, IRCTC shall be entitled to forfeit and appropriate the EMD or Security Deposit of Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to IRCTC under the Tender documents and/or contract or otherwise.
28. **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 on-board service(s) 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 the 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.

VIII. Payment and Taxes

- a. All applicable taxes and billing procedures should be followed by the Service Provider.
- b. Billing to customers for optional/extras/supplements shall be done by IRCTC.
- c. The Service Provider will raise the bill for each journey after completion of journey.
- d. Bill/Invoices shall be raised as per prevailing GST norms indicating the HSN/SAC Code, GST Percentage and GST amount.

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.

IX. Quality & Hygiene.

- a. In order to maintain excellent quality of the Products, Service Provider will strictly comply with the best industry practices and standards regarding the Quality & Hygiene Procedures.
- b. All materials used by the Service Provider should be as per best practices in the industry.
- c. The quality of offboard services including food and beverages should be commensurate with the services in a 5 Star hotel and should be to the satisfaction of guests and IRCTC. IRCTC will obtain feedback from the customers/person's nominated by IRCTC and the performance of the Service Provider will be reviewed on the basis of the same. IRCTC reserves right to take action against the Service Provider based on the feedback of the customers. In case of any complaints/poor feedback from guests, IRCTC representatives or persons nominated by IRCTC, IRCTC shall levy penalty of Rs. 2,000 to Rs. 10,000 depending upon the level of complaint/discrepancy per case. On repeated substantiated complaints IRCTC may terminate the contract, with 24 hours notice, with forfeiture of Security Deposit.

X. 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.

XI. 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.

XII. 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.

XIII. Dispute Redressal Mechanism

XIII (I) Demand for Arbitration:

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 matters in question, dispute or difference on any account or as to the withholding by IRCTC of any certificate to which the service provider/contractor/licensee 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/licensee/service provider, 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. 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.
3. 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 alongwith 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 defence 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: IRCTC, Corporate Office, New Delhi or any other location decided by IRCTC.
4. No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
5. 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.

XIII (II) 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.

XIII (III) 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 re-constituted 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 there from.
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.

XIV. 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 Golden Chariot 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 LOA on expiry of 15 days of commencement of such force majeure by giving 3days 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.

XV. Registration in ShramikKalyan Portal :

The service partner is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railway General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. The agency shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- Agency shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Nominated nodal officer of IRCTC shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- Agency once approved by nodal officer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
- The agency once registered on the portal, shall provide details of his Letter of Acceptances (LOA) / Contract Agreements on akalyan portal within 15 days of issue of any LOA for approval of concerned nodal officer. AcceptancesLoA for approval of concerned nodal officer. The concerned nodal officer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- After approval of LOA by nodal officer, agency shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on sharmikkalyan portal on monthly basis.
- It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after wage period.

- While processing payment of monthly bill or release of 'Performance Guarantee/ Security deposit', "service partner shall submit a certificate to the Corporation/concerned nodal officer that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____Month, _____Year."

XVI. Forensic Audit

The data submitted by the successful bidder, in compliance of the 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 bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of EMD and/or Security Deposit. In such eventuality, the successful bidder will also be debarred for 3 years from participating in the future projects of IRCTC.

Definitions

- i. "Applicable laws" means all laws in force in India including regulations and rules made there under, and judgments, decrees, injunctions, writs and orders of any court, as may be in force and effect during the subsistence of this Agreement.
- ii. "Applicable Permits" means all clearances, licenses, permits, authorizations, consents and approvals under or pursuant to Applicable Laws, required to provide Hospitality Service in accordance with this Agreement.
- iii. "Arithmetic Corrections" means a). Difference in quoted words and figures by the bidder, in such a case, the amount written in words shall prevail. b.) If totaling errors exist, then the corrected total calculated by IRCTC shall prevail.
- iv. "Good/Best Industry Practice" means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of any accepted international standard of a 5 star deluxe category service provider, from a reasonably skilled and experienced Service provider engaged in and includes good practices in the house keeping, food and beverages and hospitality services and which would be expected to be observed in the performance of its obligations by the Service Provider and in the maintenance of a Luxury tourist train of a standard of the Golden Chariot.
- v. "Offboard Services" includes all the offboard services, which the Service Provider is required to provide, operate and maintain in accordance with the provisions of this contract

and activities in relation thereto mentioned in the Scope of Work and elsewhere in the E-Tender Document.

- vi. “Household Supplies” means all the consumable supplies and guest room supplies such as, and not limited to, toiletries cleaning materials all other items or guest needs to be utilized or consumed in providing service on the Golden Chariot.
- vii. “Golden Chariot” means the Luxury tourist train operated by IRCTC and includes all its fixed properties and movable assets and items therein. The itineraries are as covered in Annexure B. The Service Provider will be advised of the itineraries as and when they are finalized. All itineraries including the current routes are subject to change and can be rerouted from time to time and train can run with all or some coaches.
- viii. “Service Commencement Date” means the date of commencement of services by Service Provider as mentioned in the Letter of Award.

IRCTC decision on the evaluation and eligibility would be final.

SCOPE OF WORK – OFFBOARD SERVICES

1. GENERAL INFORMATION

The overall management of Golden Chariot would be done by IRCTC. A General Manager and other managers will be deputed by IRCTC and they will be over all incharge of the operations. Managers/ Supervisory Staff of the Service Provider will act under the supervision of Managers deputed by IRCTC.

The Service provider will make all arrangements for providing offboard services to the passengers travelling on the train, as per the itineraries, supplement/extras etc. mentioned in the document or subsequently agreed modified itineraries, venues etc. on mutually agreed terms which shall be in writing.

2. SCOPE OF WORK

The services of the Service Provider shall broadly be classified into two categories viz. Main/Inclusive Services and Optional Services.

The cost of Main/Inclusive Services shall be built in the Package Cost for guests and these shall have to be compulsorily provided to all guests as defined in the Document.

For Optional Services, IRCTC will provide details either before start of journey or during the journey and the Service Provider would arrange services as per advise of IRCTC and bill to IRCTC as per approved rates. Optional Activities may be added or discontinued at the sole discretion of IRCTC. In case of additional Optional Activities, IRCTC shall obtain rates from the Service Provider and approve the same for which IRCTC may conduct independent Market Survey. Written communication shall be given for additional Optional Activities to the Service Provider. While providing services for Optional Activities, the Service Provider shall ensure that the timings of the Main Itinerary are adhered to at all times. Contact Numbers of the guides assigned for Optional Activities should be provided to IRCTC's Offboard Tour Coordinator travelling onboard. The guides should strictly refrain from any kind of detours/Shopping Activity.

Expectations from Service Provider:

- **Response time:** All bookings and queries to be replied within 24 hrs.
- **Contacts / Emergency Contacts:** IRCTC to be provided with a list of contact persons based in Bengaluru 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.
- **Ground Transportations:** All vehicles used during the tour should be in very good conditions and should be without any defect. The vehicles (bus) used for regular services should be in good working condition with perfectly maintained interiors, PA System. Only Volvo/Mercedes Benz Buses to be used, except otherwise permitted in the itineraries. All vehicles used should be licensed and approved by local authorities / laws for the purpose of commercial passenger transportation. As far as possible, same vehicle should be used throughout the tour with Golden Chariot branding, except wherever specified in this document. The off board service provider should keep a back up to avoid contingencies.
- **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.
- **Back Up Vehicle:** The Service Provider shall provide, at all destinations, a Back Up Vehicle (Innova) to be utilized for contingent requirements such as ferrying guests in case of injury/medical emergency etc. The vehicle may also be used by Accompanying Staff for various requirements arising during the day's programmes, with the approval of IRCTC nominated GM onboard.
- **Cleanliness at Railway Station:** The Service Provider should make efforts to get the area at Railway Stations cleaned where the guests disembark/embark.
- Well maintained first aid kit is must in all vehicles used during the tour.
- All forms of transport will be for exclusive use of Golden Chariot clients for the duration of tour / excursion. These should also be equipped with 500 ml/200 ml (Aquafina/Kinley) mineral water bottle and bottle coolers, Wet tissues, cushions, candies, mouth freshners, Umbrellas (for heat and rain), Hand Fans, Screen Shields to protect against heat/light. Rain Ponchoos should be provided at each destination.
- Drivers should hold a valid license for providing such services and should wear proper uniforms. Police Verification of drivers of buses for Main Tours should be done.

- **Comprehensive Insurance policies for Transport vehicle:** Service Provider/Transport suppliers must take comprehensive insurance policies as per the local laws.
- **Transfer Representatives:** All arrival / departure transfers should always be accompanied by an English Speaking representative. Representative should be presentable and fluent in English. Representative / Representatives should be holding proper signboard with GC logo. He should be well uniformed and equipped with mobile phone and carry GC logo badges on person.
- **Signboards/Branding:** Will be of Golden Chariot Train and not of the service provider company or vendor of the service provider.
- **Branding:** Golden Chariot branding using Vinyl Stickers/Sunboard should be done on the vehicles being used for transport.
- **Tour Director:** The Service Provider should ensure to provide services of Tour Director for each journey, who shall be onboard. The Tour Director appointed should be licensed by Govt of India and have good experience of Guiding, should have excellent presentation skills and handling high end groups. Multi language Tour Director would be preferred. The Tour Director shall be required to give a detailed presentation to the guests at the beginning of each journey to acquaint the guests with the programme. The Tour Director shall book and confirm the optionals and shall also do guiding at destinations where the quality of guides is not upto required standards. The Tour Director shall be the sole point of contact for IRCTC regarding Offboard requirements during the journeys.
- **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 private 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.
- **Tour Guides:** All tour guide used should be fluent in English or the language they specialize in. They should be government approved and should hold a proper license required to do Guiding at required monuments. Only experienced tour guides with excellent past feedbacks should be used. One guide per coach/bus should be provided. Other guides should meet the guests/group at the destination/monument/railway station as per requirement.
- **Tour Guide Attire:** All tour guides used should be in prescribed Dress Code and should be presentable, polite, friendly and caring. They should adhere to the timings of the program and should carry GC Logo Badge on person.
- **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.
- **Maximum carrying capacity of vehicle:** The maximum limit in a Volvo/Mercedes Coach is 35 guests, Mini coach - 15 and Tempo Traveller 6 (small), Battery Operated Carts – not more than 2 on one seat, TukTuks – Not more than 2 in one TukTuk, Canters – Not more than 15, Jeep – Not more than 05 in One Jeep.

Additional Volvo and other vehicles as mentioned in the itinerary shall be provided by the Service Provider in case the number of guests exceed the Maximum Carrying Capacity of the vehicles prescribed above. For example, if there are 40 guests on a trip, 2 Volvo Buses shall

be required. Similarly, in case there are 80 guests, 3 Volvo Buses shall be required. The cost of transport component in the bid amount should be factored in accordingly by the bidders.

- **Venues, Hotels, Restaurants:** Exclusive Area at each venue for meals to be earmarked for Golden Chariot Guests. These should be inspected for hygiene, cleanliness to avoid any risk to the clients. Menu should be provided in advance to the onboard catering staff also to avoid any repetition of the food item. Ensuring best Food quality and service delivery will be the responsibility and accountability of the service provider projecting the highest standards of hospitality commensurate with standards of reputed 5 Star hotels.
- **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.
- **Feedback:** The service provider has to ensure the excellent feedback for all the offboard services they are providing for.
- **Alternate Arrangements for off board 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.
- **Shopping:** Some guests want to have the pleasure of shopping and destination wise itineraries may allow for some spare time to include time for shopping, but it has to be ensured that under no circumstances, guests are pushed for shopping.
- **Blocking of Offboard Venues:** In the itinerary, exclusive events have been planned for which venues are to be tentatively blocked by the Service Provider.

3. INCLUSIONS and EXCLUSIONS

Inclusions during the journeys shall be as under:

(A) **Transport:**

- (a) Volvo/Mercedes Coach (AC)
- (b) Mini Coach/SML (AC) at Goa, Cochin and Kumarakom
- (c) Innovas/Tempo Travelers as requested by guests on payment of supplement charges.
- (d) TukTuks and Battery Carts at Hampi
- (e) Jeeps/Canters at Bandipur

(B) **Station Welcome:** Guests are to be greeted in traditional fashion on Day 1 at the Railway Station for which traditional folk musicians and dancers to be present. Guests to be offered traditional Garland and stole.

(D) **Other inclusions:**

- Ground staff assistance at each destination for assisting in locating the vehicles and transfer of luggage.
- All Beverages, including soft and alcoholic.

- **Tour Director:** Accompanying Licensed Tour Director (preferably having Foreign Language expertise) traveling on the train throughout the trip. (Should have good experience in Guiding and accompanying groups)
- **Local Guides:** Services of English Speaking Local Guide for all tours and visits. Common Guide(s) in coaches. Naturalists at Bandipur.
- **Monument Entry Fee:** Entrance Fee to the Monuments (one visit only) including Still and Video Camera Fee, as specified in the itinerary
- **Shoes Covers:** Wherever required.
- **Game drives:** Arrangement of Canters & Jeeps as per requirement for Game drive and Packaged Drinking water bottles.
- **Baggage Handling including Porterage, Luggage Trolleys:** Porterage and assistance at all Railway stations including disembarkation and embarkation stations. Arrangements for baggage transfer, if required at intermediate stations also.
- **Bottled Water:** 500/200 ml Bottled Mineral Water (Aquafina/Kinley) during the sightseeing as per the client's requirement.
- **Wet Tissues and Candies:** Arrangements of candies/mouth fresheners and wet tissues in coaches, cars, Jeep Safaris, Boat Rides and during sightseeing.
- **Sanitizers:** Liquid Hand Sanitizer to be provided in the coaches/cars and outdoor venues.
- **Utility Carry Bag:** Carry bag with GC Branding for water bottles, caps, fans etc.
- **Umbrellas and Rain Ponchoos:** GC branded Umbrellas and Rain Ponchoos to be available in all vehicles at all destinations.
- **Caps:** GC branded Baseball caps to be provided to each guest.
- **Face Masks:** The Service Provider should provide disposable Face Masks as per requirement.
- **Hand Fans:** Hand Fans should be provided in the coaches for use by guests.
- **Paging Boards/Placards:** GC branded Paging Boards/Placards to be used by Guides/Transfer Representatives at all destinations.
- **Uniforms:** All staff deputed for assistance, Guide, Drivers should be provided with Uniform and name badge reflecting exclusive GC branding.
- **Wheelchairs:** The service provider should keep the provision of Wheel Chairs with Assistance in case of requirement by any of our guest throughout the tour.
- **Off board Medical Services (Emergency Requirement):** The service provider has to provide assistance for any off board Medical Services if required by our guests.
- **Foreign Exchange:** The service provider should identify and inform guests wherever currency exchange is available. These services to provided related as and when required by the client.

- **Portable Speaker/Guiding System:** Portable Guiding System with speakers and wireless microphone to be arranged during guided excursions.
- **Ramps/Foot Boards at Railway Stations:** The platform height at certain Railway Stations is low. At some Railway Stations, the gap between the track and platforms is high. Ramps/footboards of suitable height and length shall have to be made available by the Service Provider every time the train reaches these railway stations.
- **Boat rides, if any.** Exclusive Boats, having all necessary licenses and Safety requirements such as life jackets.
- **Beverages (soft & alcoholic):** IMFL (Whisky – 2 variety including at least one Single Malt, Rum – 2 brands, Gin – 2 brands, Vodka – 2 brands, Brandy – 1 Brand), Indian Brand Beers, Indian Sparkling Wine, Sula/GroversFratelli Red & White wine with off board meals to be provided in each offboard meals/venues, the same should be included in the financial bid. Indian Sparkling Wine to be provided at all places.
- **Meals at Offboard venues:** The arrangements should be of minimum 5 star deluxe standard. GC branding should be there and visible at all venues and the visiting places. It should be a minimum 5 (Five) course TDH menu in case of sitting lunch and dinner with choice of Indian & Continental cuisines with veg and non veg and special dietary advisories should also be considered on demand. Round Table seating with Buffet supplemented by Table Service with at least one server/Waiting Staff per table should be arranged. Minimum requirement of Menu: For Sitting Lunch & Dinners : Minimum 3 vegetarian and 3 non-vegetarian starters/2 types of soups/4 types of salads, Papad, Achar and Chutneys/Regional, Indian and international buffet spreads with minimum 3 non-vegetarian, 3 vegetarian Main Course dishes/minimum 3 types of desserts/Tea-Coffee/ Mineral water Menu for Breakfast: Minimum 4 Veg and 4 Non Veg breakfast items with options of Indian & Continental, Tea-Coffee. Live counters of Dosa, pancakes & Omelette, variety of minimum 3 fresh and 3 canned juices, choice of 4 breakfast cereals with hot/cold milk, choices of breads/breakfast rolls and spreads, cut and whole fruits (minimum 6 variety of fruits).

Proposed Offboard Venues:

Mysore: Hotel Radisson Blue or Hotel Lalitha Mahal Palace

Mahabalipuram: Hotel Radisson Temple Bay or Hotel ITC Kences Palm Beach Resort

Chikmangalur: Java Rain Resort or similar

Cochin: Traditional dances and martial arts show at Greenix Village

Kumarakom: CGH Earth Coconut Lagoon or Kumarakom Lake Resort with village walk.

Chettinadu/Karaikudi: CGH Visalam or Saratha Vilas or The Bangala

In case of any change in venues, the Service Provider shall inform IRCTC well in advance and take prior approval of venues which should be at par with the standards of venues mentioned above.

EXCLUSIONS:

- Services not mentioned above in the inclusions.
- Optional Activities.
- GST.

Specific requirements for each itinerary are given in Annexure C. The above requirements should be read and understood in conjunction with the specific requirements of each itinerary.

- **Infrastructure :** The Service Provider will set up all the requisite infrastructure to ensure best Luxury off board services experience to the passengers of Golden Chariot. The Service Provider shall provide IRCTC with a Single Point contact during the tenure of the contract for dealing with all day to day communication.
- **Minimum Guarantee Number of Guests:** IRCTC shall pay to the Service Provider for a Minimum Guarantee of 25 guests per trip as detailed in the Financial Bid.
- **FAM, Child Charges & Staff Charges:** Service provider will charge @80% of quoted rates for FAM guests and for Children between 5 to 12 years and there shall be no charges for children between 0-5 years. In addition persons nominated by IRCTC (upto a maximum of 5) and 01 para medical staff will be accompanying the group at all the off board sites/venues. The cost towards the same should also be incorporated at the time of costing.
 - However, in case the total number of guests travelling including FAM and Children are upto 25, full payment for the Minimum Guarantee Number of guests shall be made.
- **Contingent requirements:** The off board service provider must also ensure proper service to the guests during contingencies such as additional off board catering service, change in the tour program, etc. on account of change in schedule of the Train or due to any unforeseen circumstances or vagaries of nature. Any additional cost incurred due to the above exigencies may be submitted, for which IRCTC will reimburse after verification of submitted proof.
- **Change of Venues:** Under normal circumstances, no change of venue shall be permitted. Venue if not available despite best efforts, similar or better venue may be arranged with the prior consent of IRCTC.
- **No Shows:** In case guest(s) do not turn up after furnishing the Final Guest List to the Service Provider, they shall be termed as NO SHOW. 50% payment shall be made for No Show Guests.
- **Part Journeys:** In case the guest has utilized service for lesser number of days after boarding the train and discontinues the journey enroute or joins the journey late, payment for Offboard Services shall be made on Pro rata basis, by dividing the approved rates for the itinerary by total number of days and multiplying the resultant with the number of days for which the services were utilized by the guests. There are occasions when the guests deboard on the penultimate day of the trip after completing the full day's activities. In such cases, Full Payment shall be made to the Service Provider.
- **Cancellation and Retention:** Retention charges will be paid in case of cancellation on IRCTC Account, if such cancellation is done later than 30 days to the scheduled date at each venue.
- The charges shall be paid on submission and verification of proof of retention charges being levied on the Service Provider. However, no cancellation / retention charges will be paid to the service provider, if a trip is cancelled, either more than 30 days in advance or due to Force Majeure any time during or prior to journey so advised to them by IRCTC.
- The terms and conditions of cancellation/retention of the Offboard Venues blocked by the Service Provider shall have no bearing on the terms of Retention/Cancellation set out above. IRCTC shall not be liable to pay any Retention Charges to the Service Provider for Blocking of Offboard Venues, in case of cancellation is done by IRCTC, 30 days prior to the departure. The Bidders should keep this in mind in formulating their bid offers.
- **Bills and Payments:** Bills should be submitted in this office after the completion of services in proper format for each trip which shall be paid after due verification. Bills should carry the,

GST number and the Bank Details for RTGS transfer. Bills shall be paid within 30 days of receipt in IRCTC office.

- **Charters:** As per the requirement of Charter Party, IRCTC may or may not engage the selected service provider. The Charter Trips may be operated on the existing itineraries or other itineraries.
- **Charters for existing itineraries:** In case of engagement of existing service provider for chartered bookings for the existing itineraries and services, the rates accepted in the tender will be paid. There shall be no change in rates, even if there is a change in dates.
- **Charters for customized itineraries:** As per the requirement of Charter Party, IRCTC may or may not engage the selected service provider. In case service provider is asked to provide services in chartered bookings with customized itineraries, IRCTC shall obtain quotes from the Service Provider appointed through this tender and will negotiate and finalise rate as per the requirement.
- **Modifications in itineraries:** Itineraries may have to be modified from time to time based on various factors including but not limited to, changes in Govt. Policy, Guest Feedback, Operational Feasibility, overall success of particular itineraries etc. In such cases, IRCTC reserves the right to negotiate the rates with the Service Provider as per the modified requirements. IRCTC may at its discretion conduct independent Market Surveys to establish the rates and take decision accordingly for increase or reduction in rates. Modification in the itineraries shall be implemented after approval by CMD/IRCTC and shall be communicated to Service Provider in writing.

Annexure A

FORMAT OF COVERING LETTER

(To be submitted on Bidders Company's Letter Head, scanned copy to be uploaded on e-tendering portal)

To,

**Group General Manager / Services
Indian Railway Catering and Tourism Corporation Ltd. (IRCTC)
M-13, Punj House
Connaught Place
New Delhi 110001**

E-TENDER NO: 2022/IRCTC/TOURISM/GC-Offboard/1

APPOINTMENT OF SERVICE PROVIDER FOR PROVIDING VARIOUS OFFBOARD SERVICES TO GUESTS OF GOLDEN CHARIOT FOR 2022-23 & 2023-24 SEASON

Dear Sir,

- a) I / We _____ have read the general guidelines and E-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 E-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 E-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 E-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 and special conditions of Contract for the subjected supply. In case of acceptance of E-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 Earnest Money/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 E-Tender.
- e) On account of non-acceptance of award or on account of not fulfilling E-Tender conditions within the prescribed time, I/We shall be debarred by IRCTC for further participation in the future E-Tenders of IRCTC. In addition IRCTC can forfeit my/our Earnest Money Deposit (EMD)
- f) I/we agree that the our rates and offer shall remain valid for a period of 30 days of the date of opening of Bid

I / We do hereby confirm that I / We have the necessary authority and approval to submit this E-Tender document for the subjected comprehensive on-board and offboardservices of Golden Chariot train.

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

Name:

Address:

Telephone, fax number:

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

Authorized signatory

Name: Designation and seal

Address:

Date:

Place:

With Kind regards:

For _____ (name of the company/organization)

Signature of the Authorized signatory and Company/organization seal
(Name of the authorized signatory)

Address:

Annexure B

Format for Certificate to be issued by CA with respect to experience and turnover of the bidder (Original Certificate on the letterhead of the CA to be submitted) WITH UDIN

Dear Sir,

I/We, _____
(Name of Chartered Accountant of M/s _____ (Name of Bidder),
hereby certify that M/s _____ (Name of the Bidder),
_____ (Status of the firm viz. Pvt Ltd Company/Partnership Firm/LLP etc) is
in the business of Turnover from Inbound Tour Operation in India since _____.

We certify that as per the Audited Books of Accounts of M/s _____, the turnover in the last three financial years from Inbound Tour Operation is as under:

| Financial Year | Total turnover (Rs. in crores) | Turnover from Inbound Tour Operation (Rs. in crores) |
|-----------------------|---------------------------------------|---|
| 2016-17 | | |
| 2017-18 | | |
| 2018-19 | | |

Signature of the authorized signatory

Name & Designation

Name of the Firm/Company

UDIN-

Date and Place

Guidelines for filling of Financial Bid and System of Award of Contract

System of Award of Contract

- The rates quoted by the Bidder for the itinerary “The Jewels of South” shall be considered as **BASE RATE**.
- The bidder quoting the **lowest Base Rate for the itinerary “The Jewels of South”** shall be considered for award of contract subject to the terms and conditions, other provisions laid down in the Tender Document.
- **Rates for Optional activities/services** shall not be considered for the purpose of evaluation and comparison for award of contract. However, IRCTC shall have the right to negotiate these rates with the successful bidder.

Other rates shall be calculated as under:

- IRCTC will pay for a minimum of 25 pax for every tour which is operated. FAM, Child, shall be paid full if total guests on a trip do not exceed 25.
- For example, if there are 21 passengers on a tour including FAM and Child, payment shall be made for 25 guests on **Base Rate**.
- Tenderers are required to quote rates only for BASE RATE for the itinerary **The Jewels of South**. The rates for other itineraries and slabs will be calculated as per below formula:

Rates payable

The rates payable for 2022-23 shall be as under:

| Itinerary | Rate Calculation |
|---|-------------------------|
| Jewels of South (to be quoted in the Financial Bid by the bidders) | A = Base Rate |
| Pride of Karnataka | P = 95 % of Base Rate A |
| Glimpses of Karnataka | X = 45 % of Base Rate |

Further, the slab wise rates depending upon number of paid guests per trip shall be paid as under :-

| Itinerary/ Guest Slab | Jewels of South | | Pride of Karnataka | | Glimpses of Karnataka | |
|--------------------------|-----------------|-------------|--------------------|-------------|-----------------------|-------------|
| Season | 2022-23 | 2023-24 | 2022-23 | 2023-24 | 2022-23 | 2023-24 |
| Nights/Days | 6N/7D | 5N/6D | 6N/7D | 5N/6D | 3N/4D | 3N/4D |
| Upto 30 guests | A | A | P = 95% x A | P = 95% x A | X = 45% x A | L = 50% x A |
| 31-60 guests | B = 95% x A | B = 95% x A | Q = 95% x P | Q = 95% x P | Y = 95% x X | M = 95% x L |
| 61 and above | C = 90% x A | C = 90% x A | R = 90% x P | R = 90% x P | Z = 90% x X | N = 90% x L |
| A = Base Rate | | | | | | |

Payment for FAM, Child, Part Journeys shall be made as defined in the document.

Illustration

For Example, the successful bidder has quoted **Base Rate A = Rs. 60,000 plus GST**

The calculation of other rates shall be as under:

| Jewels of South (2022-23 and 2023-24) | Rate Calculation | Rate per person (Rs.) |
|---|------------------|-----------------------|
| Upto 30 guests | A | 60,000 |
| 31-60 guests | B = 95% x A | 57,000 |
| 61 and above guests | C = 90% x A | 54,000 |
| Pride of Karnataka (2022-23 and 2023-24) | Rate Calculation | Rate per person (Rs.) |
| Upto 30 guests | P = 95% x A | 57,000 |
| 31-60 guests | Q = 95% x P | 54,150 |
| 61 and above guests | R = 90% x P | 51,300 |
| Glimpses of Karnataka (2022-23) | Rate Calculation | Rate per person (Rs.) |
| Upto 30 guests | X = 45% x A | 27,000 |
| 31-60 guests | Y = 95% x X | 25,650 |
| 61 and above guests | Z = 90% x X | 24,300 |
| Glimpses of Karnataka (2023-24) | Rate Calculation | Rate per person (Rs.) |
| Upto 30 guests | L = 50% x A | 30,000 |
| 31-60 guests | M = 95% x L | 28,500 |
| 61 and above guests | N = 90% x L | 27,000 |

The rates taken in the Illustration are only for the purpose of explaining the rate calculations. These rates are not to be construed as the expected rates. The bidders should calculate their rates based on their own experience and expertise.

FINANCIAL BID

Please fill in rates in the format given below for providing the Off Board services for the Golden Chariot Luxury Train

(A) Jewels of South (7 days / 6 nights):

| BASE RATE for season 2022-23 (<u>upto Apr'23</u>) including Beverages excluding GST for the itinerary of Jewels of South | |
|--|---|
| SERVICES | Rates per person for 7 days (In INR) |
| Per person cost for 07 days (Amount in figures) | |
| (Amount in words) | |

Note: (i) Per person rate to be quoted considering minimum 25 persons for Jewels of South.
(ii) Rate per person to be quoted above is for complete trip.

- (i) **Base Rate** only will be considered for evaluation for the selection of service provider.
- (ii) In case, part journey is utilised, payment will be @ per person per day on pro rata basis by dividing the rate by the number of days of the itineray and multiplying the resultant with the number of days guest has availed the services.
- (iii) All rates quoted above are for the season 2022-23 (valid upto Apr'23). Rates for other seasons shall be calculated as per table on page no.35.

Optional Rates

| COST COMPONENT | Rate (Rs.) exc. of GST |
|---|-----------------------------------|
| Separate Innova at Mysore | |
| Separate Tempo Traveler at Mysore | |
| Separate Innova for Banavar Rly Stn to Halebidu and back | |
| Separate Tempo Traveler for Banavar Rly Stn to Halebidu and back | |
| Separate Innova at Chikamangalur from Rly Stn (40 – 50 km) | |
| Separate Tempo Traveler at Chikamangalur (40 – 50 km) | |
| Separate Innova for Hampi sight seeing from Hospet Rly Stn | |
| Separate Tempo Traveler for Hampi sight seeing from Hospet Rly Stn | |
| Separate Innova – Hospet to Anegundi and back | |
| Separate Tempo Traveler – Hospet to Anegundi and back | |
| Separate Innova – Badami to Badami caves and back | |
| Separate Tempo Traveler – Badami to Badami caves and back | |
| Separate Innova – Badami Rly Stn to Pattadakal, Aihole and back | |
| Separate Tempo Traveler – Badami Rly Stn to Pattadakal, Aihole and back | |
| Separate Innova at Goa for full day (80 – 100 km) | |
| Separate Tempo Traveler at Goa for full day (80 – 100 km) | |
| Separate Innova at Cochin | |
| Separate Tempo Traveler at Cochin | |
| Separate Innova at Kumarakom | |
| Separate Tempo Traveler at Kumarakom | |
| Separate Innova at Thanjavur | |
| Separate Tempo Traveler at Thanjavur | |
| Separate Innova at Karaikudi/Chettinad | |
| Separate Tempo Traveler at Karaikudi/Chettinad | |
| Separate Innova at Mahabalipuram | |
| Separate Tempo Traveler at Mahabalipuram | |
| Separate English Language Speaking Guide at each destination | |
| Separate Foreign Language Speaking Guide at each destination | |

Optional activities/services may be booked by guests in addition to the regular services. The Services shall generally be booked in advance or during the course of journey.

The Services shall be confirmed to the guests after taking confirmation from the Service Providers about the availability of transport/guides.

Rates for Spa Services

Rates for Spa Services shall be obtained subsequently from the successful bidder.

Evaluation of Lowest (L1) bidders

IRCTC shall normally award the contract to the bidder quoting the lowest amount payable by IRCTC to the bidder.

Optional Activity Rates quoted by the bidders shall not be considered for the purpose of evaluation of Lowest Bidder (L1).

Minimum Guarantee Payment

IRCTC shall pay the Service Provider for Minimum Guarantee of 25 guests per trip.

Signature of Bidder/ Authorized Signatory (to be uploaded digitally)

Itineraries (2022-23)

1. Pride of Karnataka Itinerary

Day 1 Bengaluru – Nanjangud (170 km)

- Registration and Check in from 0830 hrs onwards
- Morning departure from YPR (09:45 hrs)
- Lunch onboard as train arrives into Nanjangud (13:30 hrs)
- Proceed to Bandipur Wildlife sanctuary at 14:45 hrs (1 hr 30 minutes drive)
- Evening Safari (16:30 hrs to 18:30 hrs)
- Return to train by 20:15 hrs. and dinner onboard as train proceeds to Mysore.
- Overnight on the train at Mysore.

Day 2 Mysore (25 km)

- Breakfast onboard.
- Proceed to visit Mysore Palace
- Return to train for lunch after which optional visit to Srirangapatnam
- Dinner onboard as train proceeds to Hospet (20:00 hrs), watering and fuelling.

Day 3 Halebidu and Chikmagalur (252 km)

- Breakfast onboard
- Visit Halebidu (from Banavar Railway Station and return to Banavar)
- Lunch onboard
- Evening visit to Coffee Plantation followed by cultural activities and dinner
- Return to train as it proceeds to Hospet.

Day 4 Hospet (310 km)

- Breakfast onboard.
- Visit Hampi ruins
- Lunch onboard.
- Evening optional visit to Anegundi
- Dinner onboard.
- Train proceeds to Badami

Day 5 Pattadakal and Aihole (160 km)

- Breakfast onboard
- Relax onboard or optional visit to Badami caves.
- Lunch onboard
- Visit Pattadakal and Aihole etc.
- Dinner onboard and train proceeds to Goa.

Day 6 Goa (500 km)

- Arrive Karmali/Vasco/Madgaon
- Post breakfast, visit the churches of North Goa. Deboard at 09:00 and return at 12:00 noon.
- Return to the train for lunch as train proceeds to Madgaon.
- Evening Gala Dinner activity at a hotel in South Goa.
- Train proceeds to Bengaluru. (22:30 hrs).

Day 7 YPR (675 km)

- Breakfast onboard.
- Deboard at Bengaluru (YPR)

SERVICES DESCRIPTION

| | |
|--|--|
| <p align="center">Day 1 Journey starts at Bengaluru to Nanjangud Town</p> | |
| <p><u>Programme for Guests</u></p> <ul style="list-style-type: none"> • Registration and Check in 0830 hrs onwards • Morning departure from YPR (09:45 hrs) • Lunch onboard • Arrive Nanjangud (13:30 hrs) • Proceed to Bandipur Wildlife sanctuary at 14:45 hrs (1 hr 30 minutes drive) • Evening Safari (16:30 hrs to 18:30 hrs) • Return to train by 20:15 hrs. • Dinner onboard as train proceeds to Mysore. • Overnight on the train at Mysore. | |
| <p><u>Offboard Services</u></p> <ul style="list-style-type: none"> • Station Décor at YPR including tentage, red carpet as per availability. • Folk performers (DoluKanitha) to welcome the guests , at least 6 member party • Two girls in traditional attire to offer Sandalwood garland and traditional stole to all guests. • Porterage | |
| <p align="center">Day 1 Nanjangud Town to Bandipur National Park</p> | |
| <p><u>Offboard Services</u></p> <ul style="list-style-type: none"> • Tour Briefing in Madira Bar to be given by Tour Director. • Attire for Bandipur to be explained. • Volvo/Merc Bus from Nanjangud Town to Bandipur and Back. • Jeeps/Mini Vans for Safari with naturalists. • Volvo to be equipped with water bottles, candies, caps, hand fans and utility carry bags. • Organizing space for eating hampers upon return. | |
| <p align="center">Day 2 Mysore</p> | |
| <p><u>Programme for guests</u></p> <ul style="list-style-type: none"> • Breakfast onboard. • Proceed to visit Mysore Palace • Return to train for lunch or optional visit to Srirangapatnam • Dinner onboard <p>Train proceeds to Halebid (Banavar) (20:00 hrs), watering and fuelling.</p> | |
| <p align="center">Day 3 Halebidu and Chikmanagalur</p> | |
| <p><u>Programme for guests</u></p> <ul style="list-style-type: none"> • Breakfast onboard • Visit Halebidu (From Banavar Railway Station) • Lunch onboard (As train proceeds to Chikmanagalur) • Evening visit to Coffee Plantation followed by dinner at exclusive venue at Chikmanagalur • Dinner onboard as train proceeds to Hospet. | |
| <p><u>Offboard Services</u></p> | |

| |
|---|
| <ul style="list-style-type: none"> • After early breakfast, proceed to Halebidu. • Guided excursion at Halebidu. Shoe Covers to be provided. • Return to train for lunch • Post lunch, proceed to visit a Coffee Plantation. • Coffee and cookies during the plantation visit followed by dinner at hotel. |
| Day 4 Hospet |
| <u>Programme for guests</u> <ul style="list-style-type: none"> • Breakfast onboard. • Visit Hampi ruins • Lunch onboard. • Evening optional visit to Anegundi • Indian Evening and Dinner onboard. • Train proceeds to Badami railway station. |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • Morning excursion to Hampi ruins. 3-4 hour activity to be planned in TukTuks and Battery Carts. (Ganesha statue, Narsimha statue, Shivalinga, Virupaksha Temple, elephant stables, queen's summer palace, vitthala temple etc) • Guided excursion. Shoe Covers to be provided. • Return to train for lunch <p>Post lunch, proceed to visit Anengundi (optional)</p> |
| Day 5 Pattadakal and Aihole (Badami) |
| <u>Programme for guests</u> <ul style="list-style-type: none"> • Onboard breakfast. • Visit Badami caves as optional activity. Lunch onboard. • Afternoon visit Pattadakal and Aihole • Dinner onboard and train proceeds to Goa. |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • After breakfast, morning optional to Badami Caves, • Lunch onboard. • Excursion Pattadakal and Aihole. Shoe Covers to be provided. • Guided excursion. • Return to train. |
| Day 6 Goa |
| <u>Programme for guests</u> <ul style="list-style-type: none"> • Arrive at train station. • Post breakfast, visit the churches of North Goa. Deboard at 09:00 and return at 12:00 noon. • Return to the train for lunch. • Evening Gala Dinner activity at a hotel in South Goa. • Train proceeds to Bengaluru. (22:30 hrs). |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • Morning excursion Churches of North Goa. Shoe Covers to be provided. • Guided excursion. • Return to train for lunch. |

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| <ul style="list-style-type: none"> • Evening proceed to a hotel with private beach. Traditional Goan evening with song and dance and elaborate buffet. • Guests who wish to check out, can do so on Day 6. |
| Day 7 Bengaluru |
| <u>Programme for guests</u> <ul style="list-style-type: none"> • Breakfast onboard. (Lunch may have to be planned depending upon train timings) • Deboard at Bengaluru (YPR) |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • Porterage at YPR station. |

2. Jewels of South

Day 1 Bengaluru – Mysore

- Registration and Check in from 0830 hrs onwards
- Morning departure from YPR (09:45 hrs)
- Lunch onboard as train arrives into Mysore (14:15 hrs)
- Proceed to Visit Mysore Palace at 15:00 hrs
- Return to train for dinner onboard as train proceeds to Hampi

Day 2 Hospet (Hampi)

- Breakfast onboard.
- Visit Hampi ruins by bus and tuktuks
- Lunch onboard.
- Evening optional visit to Anegundi
- Dinner onboard.
- Train proceeds to Mahabalipuram

Day 3 Mahabalipuram

- Breakfast onboard
- Visit Mahabalipuram Shore Temple.
- Lunch at an exclusive venue
- Return to train or
- Optional activity – Spa at Radisson or Visit to Vedanthangal Bird Sanctuary.
- Dinner on board as it proceeds to Thanjavur

Day 4 Thanjavur-Chettinad

- Breakfast onboard.
- Deboard at 0900
- Visit Brihadeshvara Temple.
- Lunch onboard as train proceeds to Chettinad.
- Visit the Athnagudi tile factory and Chettinad mansions.
- Return on train for Dinner onboard.
- Train proceeds to Cochin

Day 5 Cochin

- Breakfast onboard
- Visit Matancherry Palace in Fort Cochin followed by Dance performances of Kerala.
- Return to train for Lunch
- Deboard for optional activities to Chinese Fishing Nets and St. Francis Church.
- Dinner onboard and train proceeds to Kumarakom.

Day 6 Kumarakom

- Onboard breakfast.
- Alleppey cruise with lunch at an exclusive venue.
- Return to the train by evening.
- Dinner onboard.

Day 7 YPR

- Breakfast onboard.
- Deboard at Bengaluru (YPR)

SERVICES DESCRIPTION

| Day 1 Journey starts at Bengaluru to Mysore | |
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| Programme for Guests | |
| <ul style="list-style-type: none"> • Registration and Check in from 0830 hrs onwards • Morning departure from YPR (09:45 hrs) • Lunch onboard as train arrives into Mysore (14:15 hrs) • Proceed to Visit Mysore Palace at 15:00 hrs | |

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| <ul style="list-style-type: none"> Return to train for dinner onboard as train proceeds to Hampi |
| <u>Offboard Services at YPR Station</u> <ul style="list-style-type: none"> Station Décor at YPR including tentage, red carpet as per availability. Folk performers (DoluKanitha) to welcome the guests , at least 6 member party Two girls in traditional attire to offer Sandalwood garland and traditional stole to all guests. Porterage |
| <p style="text-align: center;">Day 1 Nanjangud Town to Mysore</p> |
| <u>Offboard Services</u> <ul style="list-style-type: none"> Afternoon excursion to Mysore Palace. Shoe Covers to be provided. Guided excursion. |
| <p style="text-align: center;">Day 2 Hampi</p> |
| <u>Programme for guests</u> <ul style="list-style-type: none"> Breakfast onboard. Visit Hampi ruins by bus and tuktuks Lunch onboard. Evening optional visit to Anegundi Dinner onboard. Train proceeds to Mahabalipuram |
| <u>Offboard Services</u> <ul style="list-style-type: none"> Morning excursion to Hampi ruins. 3-4 hour activity to be planned in TukTuks and Battery Carts. (Ganesha statue, Narsimha statue, Shivalinga, Virupaksha Temple, elephant stables, queen's summer palace, vitthala temple etc) Guided excursion. Shoe Covers to be provided. Return to train for lunch <p>Post lunch, proceed to visit Anengundi (optional)</p> |
| <p style="text-align: center;">Day 3 Mahabalipuram</p> |
| <u>Programme for guests</u> <ul style="list-style-type: none"> Breakfast onboard Visit Mahabalipuram Shore Temple. Lunch at an exclusive venue Return to train or Optional activity – Spa at Radisson Dinner on board as it proceeds to Thanjavur |
| <u>Offboard Services</u> <ul style="list-style-type: none"> Morning excursion to Mahabalipuram Shore Temple. Shoe Covers to be provided. Guided excursion. Lunch at an exclusive venue |
| <p style="text-align: center;">Day 4 Thanjavur and Chettinad</p> |
| <u>Programme for guests</u> <ul style="list-style-type: none"> Breakfast onboard. Deboard at 0900 Visit Brihadeshvara Temple. Lunch onboard as train proceeds to Chettinad. Visit the Athnagudi tile factory and Chettinad Mansions. Return on train for Dinner onboard. Train proceeds to Cochin |
| <u>Offboard Services</u> |

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| <ul style="list-style-type: none"> • Morning excursion to Brihadeshvara Temple. Shoe Covers to be provided. • Guided excursion. • Evening excursion to Athnagudi tile and Chettinad Mansions, |
| Day 5 Cochin |
| <u>Programme for guests</u> <ul style="list-style-type: none"> • Breakfast onboard • Visit Matancherry Palace in Fort Cochin followed by Dance performances of Kerala. • Return to train for Lunch • Deboard for optional activities to Chinese Fishing Nets and St. Francis Church. • Dinner onboard and train proceeds to Kumarakom. |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • After breakfast, visit to Matancherry Palace in Fort Cochin with Dance performances of Kerala • Guided excursion. • Post lunch visit to St. Francis Church and Chinese Fishing Net (Optional) |
| Day 6 Kumarakom |
| <u>Programme for guests</u> <ul style="list-style-type: none"> • Onboard breakfast. • Boat cruise with lunch at an exclusive venue. • Return to the train by evening. • Dinner onboard. • Train proceed to Bangaluru (YPR) |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • After breakfast, proceed for Alleppey cruise. • Lunch at an exclusive venue • Guided excursion. |
| Day 7 Bengaluru |
| <u>Programme for guests</u> <ul style="list-style-type: none"> • Breakfast onboard. (Lunch may have to be planned depending upon train timings) • Deboard at Bengaluru (YPR) |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • Porterage at YPR station. |

Glimpses of Karnataka

Day 1 Bengaluru – Nanjangud

- Registration and Check in from 0830 hrs onwards
- Morning departure from YPR (09:45 hrs)
- Lunch onboard as train arrives into Nanjangud (13:30 hrs)
- Proceed to Bandipur Wildlife sanctuary at 14:45 hrs (1 hr 30 minutes drive)
- Evening Safari (16:30 hrs to 18:30 hrs)
- Return to train by 20:15 hrs. and dinner onboard as train proceeds to Mysore.
- Overnight on the train at Mysore.

Day 2 Mysore

- Breakfast onboard.
- Proceed to visit Mysore Palace
- Return to train for lunch after which optional visit to Srirangapatnam
- Dinner onboard as train proceeds to Hospet (20:00 hrs), watering and fuelling.

Day 3 Hospet

- Breakfast onboard.
- Visit Hampi ruins
- Lunch onboard.
- Evening optional visit to Anegundi
- Dinner onboard.
- Train proceeds to Bengaluru

Day 4 YPR

- Breakfast onboard.
- Deboard at Bengaluru (YPR)

SERVICES DESCRIPTION

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| <p style="text-align: center;">Day 1 Journey starts at Bengaluru to Nanjangud Town</p> | |
| <p><u>Programme for Guests</u></p> <ul style="list-style-type: none"> • Registration and Check in 0830 hrs onwards • Morning departure from YPR (09:45 hrs) • Lunch onboard • Arrive Nanjangud (13:30 hrs) • Proceed to Bandipur Wildlife sanctuary at 14:45 hrs (1 hr 30 minutes drive) • Evening Safari (16:30 hrs to 18:30 hrs) • Return to train by 20:15 hrs. • Dinner onboard as train proceeds to Mysore. • Overnight on the train at Mysore. | |
| <p><u>Offboard Services</u></p> <ul style="list-style-type: none"> • Station Décor at YPR including tentage, red carpet as per availability. • Folk performers (DoluKanitha) to welcome the guests , at least 6 member party • Two girls in traditional attire to offer Sandalwood garland and traditional stole to all guests. • Porterage | |
| <p style="text-align: center;">Day 1 Nanjangud Town to Bandipur National Park</p> | |
| <p><u>Offboard Services</u></p> <ul style="list-style-type: none"> • Tour Briefing in Madira Bar to be given by Tour Director. • Attire for Bandipur to be explained. • Volvo/Merc Bus from Nanjangud Town to Bandipur and Back. • Jeeps/Mini Vans for Safari with naturalists. • Volvo to be equipped with water bottles, candies, caps, hand fans and utility carry bags. • Organizing space for eating hampers upon return. | |
| <p style="text-align: center;">Day 2 Mysore</p> | |
| <p><u>Programme for guests</u></p> <ul style="list-style-type: none"> • Breakfast onboard. • Proceed to visit Mysore Palace • Return to train for lunch or optional visit to Srirangapatnam • Dinner onboard <p>Train proceeds to Hospet.</p> | |
| <p><u>Offboard Services</u></p> <ul style="list-style-type: none"> • Morning excursion to Mysore Palace. Shoe Covers to be provided. • Guided excursion. • Post lunch optional excursion to Srirangapatnam. • If time permits and train is on Platform, drive past the illuminated Mysore Palace in the evening or sell it as an optional activity. | |
| <p style="text-align: center;">Day 3 Hospet</p> | |
| <p><u>Programme for guests</u></p> <ul style="list-style-type: none"> • Breakfast onboard. • Visit Hampi ruins • Lunch onboard. • Evening optional visit to Anegundi • Indian Evening and Dinner onboard. | |

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| <ul style="list-style-type: none"> • Train proceeds to Bengaluru railway station. |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • Morning excursion to Hampi ruins. 3-4 hour activity to be planned in TukTuks and Battery Carts. (Ganesha statue, Narsimha statue, Shivalinga, Virupaksha Temple, elephant stables, queen's summer palace, vitthala temple etc) • Guided excursion. Shoe Covers to be provided • Return to train for lunch <p>Post lunch, proceed to visit Anengundi (optional)</p> |
| <p style="text-align: center;">Day 4 Bengaluru</p> |
| <u>Programme for guests</u> <ul style="list-style-type: none"> • Breakfast onboard. (Lunch may have to be planned depending upon train timings) • Deboard at Bengaluru (YPR) |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • Porterage at YPR station. |

Note: -

All 'Options' / 'Optional Tours' are on chargeable basis and are subject to passenger demand. The service provider to submit rates for all the optional activities / transfers / arrangements.

INCLUSIONS:

- Transport as per the details
- Volvo Coach
- In case Convoy of cars (Innova / Fortuner / Tempo Travellers etc) or other vehicles are arranged due to non feasibility of above transport arrangement, the service provider should inform IRCTC and take prior approval.
- Dedicated staff for check in and Baggage handling facility at Yashwanthpur Railway Station.
- Welcome arrangement at originating Station in Bengaluru.
- Ground staff assistance at each destination for assisting in locating the vehicles and transfer of luggage.
- All Beverages .
- Accompanying Tour Director (Should have good experience in Guiding and accompanying groups)
- Services of English Speaking Local Guide for all excursions.
- Entrance Fee to the Monuments (one visit only) as specified in the itinerary.
- Still & Video camera fee at all destinations / venues / monuments
- Shoe cover wherever required.
- Jeeps/Mini Vans for Safari with naturalists at Bandipur Tiger Reserve
- Porterage at Railway stations.
- 500 ml / 200 ml Bottled Packaged Drinking Water during the sightseeing as per the guest's requirement.
- Carry bag with Golden Chariot Branding for water bottles.
- Arrangements of candies/mouth fresheners during sightseeing
- Off board meals and special themes as per the itinerary for the entire tour

- Packaged drinking water with off board meals.
- Gratuities for all offboard staff including guides, service staff, drivers, performers etc. at meal venues, local transport, entertainment, camps etc.

EXCLUSIONS:

- Services not mentioned above in the inclusions.
- GST

The itineraries, their requirements, inclusions and exclusions are to be read and understood in conjunction with the requirements mentioned in the Section SPECIAL CONDITIONS OF CONTRACT.

Itineraries (2023-24 and onwards)

Golden Chariot Indicative Itinerary – PRIDE OF KARNATAKA

Day 1 Bengaluru – Nanjangud

- Registration and Check in at Yashwantpur Railway Station from 0830 hrs onwards
- Morning departure from YPR (09:45 hrs)

- Lunch onboard as train arrives into Nanjangud (13:30 hrs)
- Proceed to Bandipur Wildlife sanctuary at 14:45 hrs (1 hr 30 minutes drive)
- Evening Safari (16:30 hrs to 18:30 hrs)
- Return to train by 20:15 hrs. and dinner onboard as train proceeds to Mysore.
- Overnight on the train at Mysore.

Day 2 Mysore

- Breakfast onboard.
- Proceed to visit Mysore Palace
- Return to train for lunch after which optional visit to Srirangapatnam
- Dinner onboard as train proceeds to Banavar (20:00 hrs), watering and fuelling.

Day 3 Halebidu and Chikmagalur

- Breakfast onboard
- Visit Halebidu from Banavar Railway Station
- Lunch onboard as train proceeds to Chikmagalur
- Evening visit to Coffee Plantation followed by cultural activities and dinner at Chikmagalur
- Return to train as it proceeds to Hospet.

Day 4 Hospet (310 km)

- Breakfast onboard.
- Visit Hampi ruins
- Return to train for lunch onboard.
- Evening free
- Dinner onboard.
- Train proceeds to GOA.

Day 5 Goa

- Arrive Karmali.
- Post breakfast, visit the churches of North Goa. Deboard at 09:00 and return at 12:00 noon.
- Lunch onboard as train proceeds to Madgaon.
- Evening Gala Dinner activity at a hotel in South Goa.
- Train proceeds to Bengaluru. (22:30 hrs).

Day 6 YPR

- Breakfast onboard.
- Deboard at Bengaluru (YPR)

SERVICES DESCRIPTION

| Day 1 Journey starts at Bengaluru to Nanjangud Town | |
|---|--|
| <u>Programme for Guests</u> | |
| <ul style="list-style-type: none"> • Registration and Check in 0830 hrs onwards • Morning departure from YPR (09:45 hrs) • Lunch onboard | |

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| <ul style="list-style-type: none"> • Arrive Nanjangud (13:30 hrs) • Proceed to Bandipur Wildlife sanctuary at 14:45 hrs (1 hr 30 minutes drive) • Evening Safari (16:30 hrs to 18:30 hrs) • Return to train by 20:15 hrs. • Dinner onboard as train proceeds to Mysore. • Overnight on the train at Mysore. |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • Station Décor at YPR including tentage, red carpet as per availability. • Folk performers (DoluKanitha) to welcome the guests , at least 6 member party • Two girls in traditional attire to offer Sandalwood garland and traditional stole to all guests. • Porterage |
| <p style="text-align: center;">Day 1 Nanjangud Town to Bandipur National Park</p> |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • Tour Briefing in Madira Bar to be given by Tour Director. • Attire for Bandipur to be explained. • Volvo/Merc Bus from Nanjangud Town to Bandipur and Back. • Jeeps/Mini Vans for Safari with naturalists. • Volvo to be equipped with water bottles, candies, caps, hand fans and utility carry bags. • Organizing space for eating hampers upon return. |
| <p style="text-align: center;">Day 2 Mysore</p> |
| <u>Programme for guests</u> <ul style="list-style-type: none"> • Breakfast onboard. • Proceed to visit Mysore Palace • Return to train for lunch or optional visit to Srirangapatnam • Dinner onboard <p>Train proceeds to Halebid (Banavar) (20:00 hrs), watering and fuelling.</p> |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • Morning excursion to Mysore Palace. Shoe Covers to be provided. • Guided excursion. • Post lunch optional excursion to Srirangapatnam. • If time permits and train is on Platform, drive past the illuminated Mysore Palace in the evening or sell it as an optional activity. |
| <p style="text-align: center;">Day 3 Halebidu and Chikmanagalur</p> |
| <u>Programme for guests</u> <ul style="list-style-type: none"> • Breakfast onboard • Visit Halebidu (From Banavar Railway Station) • Lunch onboard as train proceeds to Chikmanagalur • Evening visit to Coffee Plantation followed by dinner at exclusive venue at Chikmanagalur • Dinner onboard as train proceeds to Hospet. |

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| <u>Offboard Services</u> <ul style="list-style-type: none"> • After early breakfast, proceed to Halebidu. • Guided excursion at Halebidu. Shoe Covers to be provided • Return to train for lunch • Post lunch, proceed to visit a Coffee Plantation. • Coffee and cookies during the plantation visit followed by dinner at hotel. |
| Day 4 Hospet |
| <u>Programme for guests</u> <ul style="list-style-type: none"> • Breakfast onboard. • Visit Hampi ruins • Lunch onboard. • Evening optional visit to Anegundi • Indian Evening and Dinner onboard. • Train proceeds to Goa. |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • Morning excursion to Hampi ruins. 3-4 hour activity to be planned in TukTuks and Battery Carts. (Ganesha statue, Narsimha statue, Shivalinga, Virupaksha Temple, elephant stables, queen's summer palace, vitthala temple etc) • Guided excursion. Shoe Covers to be provided. • Return to train for lunch <p>Post lunch, proceed to visit Anegundi (optional)</p> |
| Day 5 Goa |
| <u>Programme for guests</u> <ul style="list-style-type: none"> • Post onboard breakfast, visit the churches of North Goa. Deboard at 09:00 and return at 12:00 noon. • Evening Gala Dinner activity at a hotel in South Goa. • Train proceeds to Bengaluru. (22:30 hrs). |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • Morning excursion Churches of North Goa. Shoe Covers to be provided. • Guided excursion. • Return to train for lunch. • Evening proceed to a hotel with private beach. Traditional Goan evening with song and dance and elaborate buffet. • Guests who wish to check out, can do so on Day 6. |
| Day 6 Bengaluru |
| <u>Programme for guests</u> <ul style="list-style-type: none"> • Breakfast onboard. (Lunch may have to be planned depending upon train timings) • Deboard at Bengaluru (YPR) |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • Porterage at YPR station. |

Golden Chariot Indicative Itinerary – JEWELS OF SOUTH

Day 1 Bengaluru – Mysore

- Registration and Check in at Yashwantpur Railway Station from 0830 hrs onwards
- Departure from YPR (09:45 hrs)
- Lunch onboard as train arrives into Mysore (14:15 hrs)
- Proceed to Visit Mysore Palace at 15:00 hrs
- Return to train as train proceeds to Chengalpattu (CGL)
- Dinner onboard

Day 2 Kanchipuram-Mahabalipuram

- Breakfast onboard as train arrives into Chengalpattu Railway Station
- Forenoon optional excursion to Kanchipuram
- Lunch onboard.
Visit to Mahabalipuram Monuments
- Dinner at a beachfront hotel.
- Return to train and Train proceeds to Thanjavur

Day 3 Thanjavur-Chettinad/Karaikudi

- Breakfast onboard.
- Deboard at 0900
- Visit Brihadeshvara Temple.
- Lunch onboard as train proceeds to Chettinad.
- Visit the Athnagudi tile factory and Chettinad mansions.
- Return on train for Dinner onboard.
- Train proceeds to Cochin

Day 4 Cochin

- Breakfast onboard as train arrives at Cochin Harbour Terminus
- Visit Matancherry Palace in Fort Cochin followed by Dance performances of Kerala.
- Return to train for Lunch
- Deboard for optional activities to Chinese Fishing Nets and St. Francis Church.
- Dinner onboard and train proceeds to Kumarakom.

Day 5 Chertala/Maraikulam

- Onboard breakfast.
- Cruise with lunch at an exclusive venue.
- Return to the train by evening.
- Dinner onboard.

Day 6 YPR

- Breakfast onboard.
- Deboard at Bengaluru (YPR)

SERVICES DESCRIPTION

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| <p align="center">Day 1 Journey starts at Bengaluru to Mysore</p> | |
| <p><u>Programme for Guests</u></p> <ul style="list-style-type: none"> • Registration and Check in from 0830 hrs onwards • Morning departure from YPR (09:45 hrs) • Lunch onboard as train arrives into Mysore (14:15 hrs) • Proceed to Visit Mysore Palace at 15:00 hrs • Return to train for dinner onboard as train proceeds to Mahabalipuram | |
| <p><u>Offboard Services at YPR Station</u></p> <ul style="list-style-type: none"> • Station Décor at YPR including tentage, red carpet as per availability. • Folk performers (DoluKanitha) to welcome the guests , at least 6 member party • Two girls in traditional attire to offer garland and traditional stole to all guests. • Portorage | |
| <p align="center">Day 1 Nanjangud Town to Mysore</p> | |
| <p><u>Offboard Services</u></p> <ul style="list-style-type: none"> • Afternoon excursion to Mysore Palace. Shoe Covers to be provided. • Guided excursion. | |
| <p align="center">Day 2 Mahabalipuram</p> | |
| <p><u>Programme for guests</u></p> <ul style="list-style-type: none"> • Breakfast onboard • Visit Mahabalipuram Shore Temple. • Lunch at an exclusive venue • Return to train or • Dinner on board as it proceeds to Thanjavur | |
| <p><u>Offboard Services</u></p> <ul style="list-style-type: none"> • Morning excursion to Mahabalipuram Shore Temple. Shoe Covers to be provided. • Guided excursion. • If pre-recorded audios are available, same to be provided to guests. • Lunch at an exclusive venue | |
| <p align="center">Day 3 Thanjavur and Chettinad</p> | |
| <p><u>Programme for guests</u></p> <ul style="list-style-type: none"> • Breakfast onboard. • Deboard at 0900 • Visit Brihadeshvara Temple. • Lunch onboard as train proceeds to Chettinad. • Visit the Athnagudi tile factory and Chettinad Mansions. • Return on train for Dinner onboard. • Train proceeds to Cochin | |
| <p><u>Offboard Services</u></p> <ul style="list-style-type: none"> • Morning excursion to Brihadeshvara Temple. Shoe Covers to be provided. • Guided excursion. • If pre-recorded audios are available, same to be provided to guests. • Evening excursion to Athnagudi tile and Chettinad Mansions | |

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| Day 4 Cochin | |
| <u>Programme for guests</u> <ul style="list-style-type: none"> • Breakfast onboard • Visit Matancherry Palace in Fort Cochin followed by Dance performances of Kerala. • Return to train for Lunch • Deboard for optional activities to Chinese Fishing Nets and St. Francis Church. • Dinner onboard and train proceeds to Kumarakom. | |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • After breakfast, visit to Matancherry Palace in Fort Cochin with Dance performances of Kerala • Guided excursion. • Post lunch visit to St. Francis Church and Chinese Fishing Net (Optional) | |
| Day 5 Kumarakom | |
| <u>Programme for guests</u> <ul style="list-style-type: none"> • Onboard breakfast. • Boat cruise with lunch at an exclusive venue. • Return to the train by evening. • Dinner onboard. • Train proceed to Bangaluru (YPR) | |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • After breakfast, proceed for Boat cruise. • Lunch at an exclusive venue • Guided excursion. | |
| Day 6 Bengaluru | |
| <u>Programme for guests</u> <ul style="list-style-type: none"> • Breakfast onboard. (Lunch may have to be planned depending upon train timings) • Deboard at Bengaluru (YPR) | |
| <u>Offboard Services</u> <ul style="list-style-type: none"> • Porterage at YPR station. | |

3. Gimpes of Karnataka

(04Days/03 Nights)

Day 1 Bengaluru – Nanjangud

- Registration and Check in from 0830 hrs onwards
- Morning departure from YPR (09:45 hrs)
- Lunch onboard as train arrives into Nanjangud (13:30 hrs)
- Proceed to Bandipur Wildlife sanctuary at 14:45 hrs (1 hr 30 minutes drive)
- Evening Safari (16:30 hrs to 18:30 hrs)
- Return to train by 20:15 hrs. and dinner onboard as train proceeds to Mysore.
- Overnight on the train at Mysore.

Day 2 Mysore

- Breakfast onboard.
- Proceed to visit Mysore Palace
- Return to train for lunch after which optional visit to Srirangapatnam
- Dinner onboard as train proceeds to Hospet (20:00 hrs), watering and fuelling.

Day 3 Hospet

- Breakfast onboard.
- Visit Hampi ruins
- Lunch onboard.
- Evening optional visit to Anegundi
- Dinner onboard.
- Train proceeds to Bengaluru

Day 4 YPR

- Breakfast onboard.
- Deboard at Bengaluru (YPR)

SERVICES DESCRIPTION

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| Day 1 Journey starts at Bengaluru to Nanjangud Town |
| <u>Programme for Guests</u> |

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| <ul style="list-style-type: none"> • Registration and Check in 0830 hrs onwards • Morning departure from YPR (09:45 hrs) • Lunch onboard • Arrive Nanjangud (13:30 hrs) • Proceed to Bandipur Wildlife sanctuary at 14:45 hrs (1 hr 30 minutes drive) • Evening Safari (16:30 hrs to 18:30 hrs) • Return to train by 20:15 hrs. • Dinner onboard as train proceeds to Mysore. • Overnight on the train at Mysore. |
| <p><u>Offboard Services</u></p> <ul style="list-style-type: none"> • Station Décor at YPR including tentage, red carpet as per availability. • Folk performers (DoluKanitha) to welcome the guests , at least 6 member party • Two girls in traditional attire to offer traditional garland and stole to all guests. • Porterage |
| <p style="text-align: center;">Day 1 Nanjangud Town to Bandipur National Park</p> |
| <p><u>Offboard Services</u></p> <ul style="list-style-type: none"> • Tour Briefing in Madira Bar to be given by Tour Director. • Attire for Bandipur to be explained. • Volvo/Merc Bus from Nanjangud Town to Bandipur and Back. • Jeeps/Mini Vans for Safari with naturalists. • Volvo to be equipped with water bottles, candies, caps, hand fans and utility carry bags. • Organizing space for eating hampers upon return. |
| <p style="text-align: center;">Day 2 Mysore</p> |
| <p><u>Programme for guests</u></p> <ul style="list-style-type: none"> • Breakfast onboard. • Proceed to visit Mysore Palace • Return to train for lunch or optional visit to Srirangapatnam • Dinner onboard <p>Train proceeds to Halebid (Banavar) (20:00 hrs), watering and fuelling.</p> |
| <p><u>Offboard Services</u></p> <ul style="list-style-type: none"> • Morning excursion to Mysore Palace. Shoe Covers to be provided. • Guided excursion. • Post lunch optional excursion to Srirangapatnam. • If time permits and train is on Platform, drive past the illuminated Mysore Palace in the evening or sell it as an optional activity. |
| <p style="text-align: center;">Day 3 Hospet</p> |
| <p><u>Programme for guests</u></p> <ul style="list-style-type: none"> • Breakfast onboard. • Visit Hampi ruins • Lunch onboard. • Evening optional visit to Anegundi • Indian Evening and Dinner onboard. • Train proceeds to Badami railway station. |

Offboard Services

- Morning excursion to Hampi ruins. 3-4 hour activity to be planned in TukTuks and Battery Carts. (Ganesha statue, Narsimha statue, Shivalinga, Virupaksha Temple, elephant stables, queen's summer palace, vitthala temple etc)
 - Guided excursion. Shoe Covers to be provided.
 - Return to train for lunch
- Post lunch, proceed to visit Anengundi (optional)

Day 4 Bengaluru

Programme for guests

- Breakfast onboard. (Lunch may have to be planned depending upon train timings)
- Deboard at Bengaluru (YPR)

Offboard Services

- Porterage at YPR station.

Note: -

All 'Options' / 'Optional Tours' are on chargeable basis and are subject to passenger demand. The service provider to submit rates for all the optional activities / transfers / arrangements.

INCLUSIONS:

- Transport as per the details
- Volvo Coach
- In case Convoy of cars (Innova / Fortuner/ Tempo Travellers etc) or other vehicles are arranged due to non feasibility of above transport arrangement, the service provider should inform IRCTC and take prior approval.
- Dedicated staff for check in and Baggage handling facility at Yashwanthpur Railway Station.
- Welcome Ceremony at originating Station in Bengaluru.
- Ground staff assistance at each destination for assisting in locating the vehicles and transfer of luggage.
- All Beverages .
- Accompanying Tour Director (Should have good experience in Guiding and accompanying groups)
- Services of English Speaking Local Guide for all excursions.
- Entrance Fee to the Monuments (one visit only) as specified in the itinerary.
- Still & Video camera fee at all destinations / venues / monuments
- Shoe cover wherever required.
- Jeeps/Mini Vans for Safari with naturalists at Bandipur Tiger Reserve
- Porterage at Railway stations.
- 500 ml / 200 ml Bottled Packaged Drinking Water during the sightseeing as per the guest's requirement.
- Carry bag with Golden Chariot Branding for water bottles.
- Arrangements of candies/mouth fresheners during sightseeing
- Off board meals and special themes as per the itinerary for the entire tour

- Packaged drinking water with off board meals.
- Gratuities for all offboard staff including guides, service staff, drivers, performers etc. at meal venues, local transport, entertainment, camps etc.

EXCLUSIONS:

- Services not mentioned above in the inclusions.
- GST

The itineraries, their requirements, inclusions and exclusions are to be read and understood in conjunction with the requirements mentioned in the Section SPECIAL CONDITIONS OF CONTRACT.

ANNEXURE D

SAMPLE MENU

Morning Tea: Chocolate Eclairs, Cheese Straws, Fruit, Cookies.
Evening Tea: Canapes – mix of 4 (2 veg, 2 non-veg), Sandwiches (mix of veg and non veg)

BRUNCH MENU

ASSORTED BREAKFAST CEREALS

(CORN/CHOCO/WHEAT FLAKES/RICE CRISPIES/MUESLI/OATMEAL SERVED WITH
EITHER HOT OR COLD MILK)

CHOICE OF FRESH AND PRESERVED JUICES

STARTERS

CHICKEN CONFIT CROISSANT

(CROISSANTS SLIT AND STUFFED WITH A MIXTURE OF CHICKEN MEAT, CELERY, BELL PEPPERS, CAPERS, OLIVES, SHALLOTS AND PARSLEY)

VEGETABLE SPRING ROLLS

(JULIENNED SAUTEED VEGETABLES ROLLED IN THIN CREPES SERVED COLD WITH ORANGE REDUCTION)

EGGS TO ORDER

(SERVED WITH BACON/SAUSAGES/HAM, GRILLED TOMATO, HASH-BROWNS AND BEANS)

MAIN COURSE

CHICKEN OR VEGETABLE PIZZA

(AN ITALIAN BAKED SPECIALITY)

CHICKEN YAKHINI PULAO

(CHICKEN AND RICE SIMMERED TOGETHER WITH WHOLE SPICES, FLAVOURED WITH SAFFRON SERVED WITH CHICKEN CURRY, BURANI RAITA, PAPAD AND GREEN SALAD)

HARYALI PANEER

(PUREED SPINACH AND COTTAGE CHEESE FLAVOURED WITH SPICES SERVED WITH TANGY GUAVA MASALA, DAL BANJARA, PLAIN RICE, MISSI ROTI, PAPAD AND BOONDI RAITA)

DESSERT

PEACH PARFAIT

(A MOUSSE BASED PEACH DESSERT)

RICE PHIRNI

(AN INDIAN DESSERT MADE WITH RICE, SAFFRON AND CONDENSED MILK)

CHOICE CREAM WITH TOPPINGS

(STRAWBERRY/CHOCOLATE/BUTTER SCOTCH/VANILLA/COFFEE)

CHOICE OF TEAS OR COFFEE

BREAKFAST MENU

ASSORTED BREAKFAST CEREALS

(CORN/CHOCO/WHEAT FLAKES/RICE CRISPIES/MUESLI/OATMEAL SERVED WITH EITHER HOT OR COLD MILK)

PLAIN OR FLAVOURED YOGURT

(MANGO/STRAWBERRY/PLAIN)

BAKER'S BASKET

(ASSORTED MORNING BAKERIES)

CHOICE OF FRESH AND PRESERVED JUICES

FRUIT PANCAKES WITH MAPLE SYRUP

(SOFT AND SPONGY THICK CREPES TOPPED WITH CHOPPED FRESH FRUITS)

EGGS TO ORDER

(SERVED WITH BACON/SAUSAGES/HAM, GRILLED TOMATO, HASH-BROWNS AND BEANS)

RAJASTHANI BEDMI

(STUFFED DEEP FRIED RAJASTHANI BREAD, SERVED WITH POTATO CURRY, PLAIN CURD AND PICKLE)

CHOICE OF TEA OR COFFEE

(ORGANIC SPICES AND CONDIMENTS USED FOR PREPARATION)

BREAKFAST MENU

ASSORTED BREAKFAST CEREALS

(CORN/CHOCO/WHEAT FLAKES/RICE CRISPIES/MUESLI/OATMEAL SERVED WITH EITHER HOT OR COLD MILK)

PLAIN OR FLAVOURED YOGURT

(MANGO/STRAWBERRY/PLAIN)

BAKER'S BASKET

(ASSORTED MORNING BAKERIES)

CHOICE OF FRESH AND PRESERVED JUICES

HERBED VEGETABLE CUTLET

(MASHED VEGETABLES, POTATOES ALONG WITH COTTAGE CHEESE, DRY FRUITS, CRUMBED AND FRIED)

EGGS TO ORDER

(SERVED WITH BACON/SAUSAGES/HAM, GRILLED TOMATO, HASH-BROWNS AND BEANS)

PAV BHAJI

(INDIAN BAKED BREAD SERVED WITH A MASHED VEG CURRY AND CHUTNEY)

CHOICE OF TEA AND COFFEE

LUNCH/DINNER MENU

APPETIZER

THAI CHICKEN SATAY
(SERVED WITH PEANUT SAUCE)

VEG CIGAR ROLL
(SERVED WITH SAUCE EXOTIQUE)

SOUP

PUREE OF BROCOLLI
(BROCOLLI SOUP TOPPED WITH PARMESEAN SHAVINGS)
CREAM OF CHICKEN
(CREAMY CHICKEN SOUP)

MAIN COURSE

LAMB STEAKS
(MINCED LAMB STEAKS SERVED WITH BUTTERED SEMOLINA AND VEGETABLE
ACCOMPANIMENTS ALONG WITH MUSHROOM SAUCE)

FRESH GARDEN QUICHE
(SERVED WITH NOUVELLE SAUCES AND A CAPER BASIL FONDUE)

THE ROYAL PLATTER

(NON-VEG / VEG)

CHICKEN CURRY-MUTTON SEEKH-MURG TANGRI-SHAMMI KEBAB- FISH TIKKA
PANEER SHASHLIK-TANDOORI MUSHROOM-TANDOORI ALOO-HARA BHARA KEBAB
DAL BUKHARA
NAVRATTAN PULAO
LACCHA PARATHA

DESSERT

BULLS EYE
(A WARM CHOCOLATE CAKE TOPPED WITH ICE CREAM)
OR
RASMALAI
(INDIAN SPECIALITY)
OR
ICE CREAM WITH TOPPINGS
(STRAWBERRY/CHOCOLATE/BUTTER SCOTCH/VANILLA/COFFEE)

CHOICE OF TEA OR COFFEE

The Menus are tentative/indicative only to indicate the quality and scale of services required. The menus shall be finalized in consultation with the Service Provider and the menus onboard the train.

ANNEXURE E

Bid Securing Declaration

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

Signature

Name and Designation of the official with seal/stamp

ANNEXURE F

INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the integrity pact) is made on ____ day of ____, 2021 between Indian Railway Catering & Tourism Corporation Limited (hereinafter referred as “IRCTC”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns.

And

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

Preamble

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

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

Section 1- Commitments of the IRCTC

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

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

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

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

(c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s) Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or document provided by the IRCTC as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.

(d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign IRCTCs, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

(e) The Bidder(s) Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(f) Bidder(s) Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

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

Section 5- Previous Transgression

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

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

- (1) In case of sub-coordinating, the IRCTC contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.
- (2) The IRCTC will enter in to agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The IRCTC will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8- Independent External Monitor

- (1) The IRCTC appoints competent and credible Independent external monitor for this pact after approval by Central Vigilance Commission. The task of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The IRCTC has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

a) Dr.Pravez Hayat, IPS (Retd.), E-mail.- phayatips@gmail.com
- (3) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/Contractors as confidential. He/ She reports to the CMD IRCTC.
- (4) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the IRCTC including that provided by the Contractor. The Contractor will also grant the Monitor upon his/her request and demonstration of a valid interest, unrestricted the unconditional access to their project documentation. The same is applicable to sub-contractors.
- (5) The Monitor is under contractual obligation to treat the information and documents of the bidder(s)/ contractor(s)/ Sub contractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure of confidential Information' and of 'Absence of conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, IRCTC and rescue himself/herself from that case.
- (6) The IRCTC will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the IRCTC and the contractor. The parties offer to the Monitor the option to participate in such meetings.

- (7) As soon As the monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the management of the IRCTC and request the management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (8) The Monitor will submit a written report to the CMD, IRCTC within 8 to 10 weeks from the date of reference or intimation to him by the IRCTC and should the occasion arise, submit proposals for correcting problematic situations.
- (9) If the monitor has reported to the CMD IRCTC, a substantiated suspicion of an offence under relevant IPC/PC ACT, and the CMD IRCTC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (10) The Word 'Monitor' would include both singular and plural.

Section 9- Pact Duration

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

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

Section 10- Other Provisions

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

(For & On behalf of the IRCTC)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place
Date

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Annexure- G

(To be executed on Non-Judicial Stamp Paper of Rs. 100 value)

To be signed by Successful bidder only after award of Contract

CONFIDENTIALITY - CUM - NON DISCLOSURE AGREEMENT (NDA)

THIS NON-DISCLOSURE AGREEMENT is made on this day (date) of (Year)

By and between

‘Indian Railway Catering and Tourism Corporation Limited’, incorporated under the Companies Act, 1956/2013, a Public Sector Undertaking (PSU) under Ministry of Railways, having its Corporate Office at 11th floor, B-Wing Statesman House Building, Barakhamba Road, New Delhi-110001 (hereinafter referred to as “**IRCTC**” which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators and permitted assigns) of the FIRST PART.

And

.....<Name incorporated/registered> under the.....<Name of the Act> having its registered/corporate office at (herein referred to as “**Recipient**” which expression shall unless repugnant to the context or meaning thereof, includes its successors, assigns, administrators, liquidators and receivers) of the SECOND PART.

WHEREAS

- A. Recipient’s services have been hired by IRCTC for “.....”
(Authorized purpose) vide Agreement/Purchase/Work Order No..... dated.....

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions:

- a) The term “Confidential Information” shall include, without limitation, all technical and non-technical information and materials, furnished by IRCTC or any of its associated partners on behalf of IRCTC to the Recipient in connection with IRCTC products and services including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all information marked as ‘Confidential’ or ‘Sensitive’ or ‘Proprietary’, customer & prospect lists, personal data of IRCTC employees and its customers, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to IRCTC products and services. Results of any information security audits, tests, analysis, extracts or usages carried out by the Recipient in connection with the IRCTC’s products and/or services, IT infrastructure, etc. shall also be considered Confidential Information.
- b) The term “IRCTC products” shall include all such products, goods, services, deliverables, which are subject to deliver, install and/or be maintained by the Recipient under the Agreement.

2. Protection of Confidential Information. Recipient affirms that it shall:

- a) Use the Confidential Information only to the extent necessary to accomplish ‘Authorized purpose’ and in accordance with the terms and conditions contained herein;

- b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the recipient takes to protect the confidentiality of its own proprietary and confidential information and that of its other clients;
- c) Not make or retain copy of any details of products and/or services, prototypes, business or marketing plans, Client lists, Proposals developed by or originating from IRCTC or any of the prospective clients/partners of IRCTC.
- d) Not make or retain copy of any details of results of any information security audits, tests, analysis, extracts or usages carried out by the Recipient in connection with the IRCTC's products and/or services, IT infrastructure, etc. without the express written consent of IRCTC.
- e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the IRCTC;
- f) Immediately notify IRCTC in writing upon the discovery of any loss or unauthorized disclosure of any confidential information.
- g) Return to the IRCTC, or destroy, at IRCTC's discretion, any and all Confidential Information disclosed in a printed or electronic form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of IRCTC there for.
- h) Not send IRCTC's information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of the IRCTC.
- i) Use only the best possible secure methodology to avoid confidentiality breach, while handling confidential data of IRCTC for the purpose of storage, processing, transit or analysis including sharing of information with IRCTC.
- j) Not to engage or appoint any non-resident/foreigner to undertake any activity related to Information Security Audit in respect of IRCTC/ Government/ critical sector organization. Only the man power declared to CERT-In shall be deployed to carry out such audit related activities.
- k) Not discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between the Recipient and IRCTC or the nature of services to be provided by Recipient to IRCTC.
- l) Make sure that all the employees and/or consultants engaged by Recipient to undertake any audit or services as part of '*Authorized purpose*' as specified above on its behalf have signed the mandatory non-disclosure agreement.

3. Permitted disclosure of Confidential information: If the recipient is requested/required to disclose confidential information by law enforcement or similar Government agencies mandated under the law, it is agreed that the receiving party shall provide IRCTC with prompt notice of any such request or obligation so that IRCTC may seek an appropriate protective order and or wave the recipient compliance with the provision of this agreement.

4. Title and Proprietary Rights: Notwithstanding the disclosure of any confidential information by IRCTC to the recipient, the title and all intellectual property and proprietary rights in the confidential information shall remain with IRCTC. The provisions of this agreement are necessary for the protection of the business goodwill of IRCTC and are considered by IRCTC to be reasonable for such purposes. Recipient agree that any breach of this agreement will cause substantial and irreparable damages to IRCTC.

5. Exceptions. The Confidentiality obligations as enumerated in Article 2 of this Agreement shall not apply in following cases:

- a) Which is independently developed by Recipient or lawfully received from another source free of restriction and without breach of this Agreement; or
- b) After it has become generally available to the public without breach of this Agreement by Recipient; or
- c) Which at the time of disclosure to Recipient was known to such party free of restriction and evidenced by documents in the possession of such party; or
- d) Which IRCTC agrees in writing is free of such restrictions.
- e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;

6. Onus. Recipient shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.

7. Remedies. Recipient acknowledges that any actual or threatened disclosure or use of the Confidential Information by Recipient would be a breach of this agreement and may cause immediate and irreparable harm to IRCTC or to its clients/partners; Recipient affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by IRCTC / its clients/partners may be impossible to calculate and compensate fully. Therefore, Recipient acknowledges that in the event of such a breach, IRCTC shall be entitled to specific performance by Recipient of its obligations contained in this Agreement. In addition, Recipient shall compensate the IRCTC for the loss or damages caused to the IRCTC actual and liquidated damages which may be demanded by IRCTC. Liquidated damages not to exceed the Contract value. Moreover, IRCTC shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of this agreement by Recipient. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.

8. Need to Know. Recipient shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the IRCTC. No information relating to IRCTC shall be hosted or taken outside the country in any circumstances.

Intellectual Property Rights Protection. No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

- 9. Ownership:** the confidential information is the property of IRCTC or its associates or advisors. Nothing in this agreement shall be construed as granting any property rights, by license or otherwise, to any confidential information disclosed pursuant to this agreement or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such confidential information. The recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any confidential information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of confidential information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. The confidential information may pertain to prospective or unannounced products. The recipient agrees not to use any confidential information as a basis upon which to develop or have a third party develop a competing or similar product.
- 10. No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 11. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 12. Publicity:** the recipient must not make any press or other public statements (which includes announcements and releases) relating to this agreement, the confidential information and the authorized purpose.
- 13. Forum:** the recipient shall submit to the exclusive jurisdiction of the courts in Delhi, India to adjudicate any dispute arising out of this agreement.
- 14. Communications:** Written communications requesting or transferring proprietary information under this agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

(Recipient)

(Recipient's Address)

- 15. Notices:** any notice required by this agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to IRCTC:

Group General Manager/Services

IRCTC, M-13, Punj House, Connaught Place

New Delhi 110001

If to Recipient:

(Recipient)

(Recipient's Address)

- 16. Headings:** Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent
- 17. Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at New Delhi
- 18. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties on this subject, and supersedes all previous communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
- 19. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 20. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 21. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 22. Waiver.** Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.
- 23. Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.
- 24. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years, Recipient shall not solicit or attempt to solicit IRCTC's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct business similar to IRCTC with any employee and/or consultant of the IRCTC who has knowledge of the Confidential Information, without the prior written consent of IRCTC.
- 25.** This Agreement is governed by and shall be construed in accordance with the laws of India.
- 26. Term.** This Agreement shall come into force on the date of its signing by both the parties and shall be valid up to **Five years**.

IN WITNESS WHEREOF, and intending to be legally bound, the duly authorized representatives of parties have executed this Agreement to make it effective from the date and year first written above.

| For and on behalf of IRCTC | For and on behalf of RECIPIENT |
|---|--------------------------------|
| Name of the Organization: Indian Railway Catering and Tourism Corporation Limited (IRCTC) | Name of the Organization: |
| Sign: | Sign: |
| Name: | Name: |
| Designation: | Designation: |
| Witnessed by: | Witnessed by: |
| Sign: | Sign: |
| Name: | Name: |
| Designation: | Designation: |

Annexure-H

Format of Certificate/Declaration under Rule 144 (xi) in the General Financial Rules (GFRs), 2017.

To,

GGM/Services/IRCTC/CO/NEW DELHI

Dear Sir,

Ref: Your REP No/GeM Bid No. dated

Bidder Name:.....

We, M/s ----- are a private/public limited company/LLP/Firm ~~<strike off whichever is not applicable>~~ incorporated under the provisions of the Companies Act, 1956/2013

Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at --
------(referred to as the “Bidder”) are desirous of participating in the
Tender Process in response to your captioned RFP/GeM Bid and in this connection we hereby
declare, confirm and agree as under:-

- a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.
- b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.

Or

*We, the Bidder are from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.

(*Delete whichever is not applicable)

- c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by Bank of India in writing, in which case we shall not sub-contract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.
- d) We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFP and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank of India shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. Bank shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

- e) This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

Definitions:-

"Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

"Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a) *An entity incorporated, established or registered in such a country; or*
- b) *A subsidiary of an entity incorporated, established or registered in such a country; or*
- c) *An entity substantially controlled through entities incorporated, established or registered in such a country; or*
- d) *An entity whose beneficial owner is situated in such a country; or*
- e) *An Indian (or other) agent of such an entity; or*
- f) *A natural person who is a citizen of such a country; or*
- g) *A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.*

"Beneficial owner" for the purpose of above will be as under:

- (i) *In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.*

Explanation—

- a. *"Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;*

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;*
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;*
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;*
- (xviii) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.*

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."

Executed at..... On this the ...day of

Authorised Signatory

M/s-----

Signature and Name Seal of the Bidder

****Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.***