



CIN No. L74899DL1999GOI101707

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**E- OPEN TENDER (TWO BID SYSTEM)**

**TENDER NO: 2024/IRCTC/CO/Tourism/Mahakumbh**

**IRCTC INVITES OPEN E-TENDER FOR ENGAGEMENT OF SERVICE PROVIDER FOR DEVELOPMENT, OPERATION AND MAINTENANCE OF TENT CITY IN THE UPCOMING MAHAKUMBH 2025 AT PRAYAGRAJ, UTTAR PRADESH.**

Tender Title	E-Tender for Engagement of Service provider for Development, Operation and Maintenance of Tent City in the upcoming Mahakumbh 2025 at Prayagraj, Uttar Pradesh
Mode of Tender	Open E-Tender
Type of Offer	Two-Packets – Technical Bid and Financial Bid
Last date and time of tender submission	<b>15.11.2024 up to 1500 hrs</b>
Date and time of Opening of E-Tender (Technical Bid Packet)	<b>15.11.2024 at 1530 hrs</b>
Last date and time of acceptance of Pre-bid queries	All pre-bid queries must be sent through e-mail to <a href="mailto:asingh4734@irctc.com">asingh4734@irctc.com</a> by <b>04.11.2024 at 1500 Hrs.</b>
Date & Time of Online (VC) Pre-bid Meeting.	<b>06.11.2024 at 1500 Hrs.</b> VC Link will be uploaded on <a href="http://www.irctc.com/activetenders">www.irctc.com/activetenders</a> .
Presentation	Will be intimated later on
Date of Financial Bid Opening	Will be intimated later on
Earnest Money Deposit	10,00,000/-
Bid Validity	120 days from the date of opening of bid.
Address for correspondence	Group General Manager/Tourism M-13, 2 <sup>nd</sup> Floor Punj House, Connaught Place, New Delhi – 110001
Cost of E-Tender	Nil

Downloading/online bidding of tender is available on: [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC)

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

Sh. Mayank Singh: 08800115628,

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## **DISCLAIMER**

- a. **Indian Railway Catering & Tourism Corporation Ltd.**, herein after mentioned as “IRCTC” does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document. Therefore, each Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources. The Bidder shall bear all its costs associated with the preparation and submission of its Bid including expenses associated with any clarifications which may be required by IRCTC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IRCTC shall not be liable in any manner.
- b. IRCTC will have No liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the License, the information and any other information supplied by or on behalf of Railway/IRCTC or otherwise arising in any way from the selection process of the License.
- c. The issue of this Document does not imply that IRCTC is bound to select the Bidder or to appoint the Selected Bidder. IRCTC reserves the right to reject any or all of the Bids submitted in response to this Bid Document at any stage without assigning any reason whatsoever. IRCTC also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who have submitted the Bid.
- d. This request for Bid submission is not an agreement and is neither an offer nor invitation by IRCTC to the prospective bidders or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this tender.
- e. IRCTC reserves the right to change/ modify/amend any or all of the provisions of this Bid Document at any stage.
- f. Each Bidder’s acceptance of delivery of this Tender constitutes its agreement to, and acceptance of the terms set forth in this Disclaimer. By acceptance of this Tender, the recipient agrees that this Tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.

## **About Mahakumbh**

India, a land of vibrant diversity, is home to some of the world's oldest and most enduring traditions and rituals. Over years, in them, world has also started taking note of and UNESCO has recognized few as intangible cultural heritage. These are :-

1. Yoga
2. Vedic Chanting
3. Ramlila (Ramayana Performance)
4. Kutiyattam (Sanskrit Theatre)
5. Kumbh Mela

### **Kumbh Mela: A Timeless Tradition**

Kumbh Mela is a major Hindu festival that witnesses the largest human congregations on the Earth and is celebrated in a cycle of 12 years at 04 pilgrimage sites viz. Prayagraj, Haridwar, Nashik and Ujjain. It is one of India's most sacred and ancient festivals, dating back to the 8th century. It's a grand gathering of spiritual leaders, sadhus, and millions of devotees who converge to bathe in the sacred rivers of:

- Ganges (Ganga) at Haridwar
- Yamuna at Allahabad (Prayagraj)
- Godavari at Nashik
- Shipra at Ujjain

### **Significance:**

The Kumbh Mela commemorates the mythological event of the churning of the ocean (Samudra Manthan), where the gods and demons fought over the nectar of immortality (Amrita). The festival symbolizes:

- Spiritual renewal and rebirth
- Purification of the soul
- Unity and harmony among diverse spiritual traditions

### **Rituals and Traditions:**

1. Sacred Bathing (Snana): Devotees bathe in the sacred rivers to cleanse their sins.
2. Processions (Shobha Yatras): Colorful processions of sadhus, saints, and devotees.
3. Spiritual Discourses (Satsangs): Lectures on spirituality, philosophy, and scriptures.
4. Yogic Practices (Yoga and Meditation): Mass yoga sessions and meditation camps.

### **Continuity:**

The Kumbh Mela has continued uninterrupted for centuries, with the:

- 2019 Kumbh Mela at Prayagraj (Allahabad) visited by over 25 million people
- 2022 Kumbh Mela at Haridwar visited by million of devotees

This ancient tradition showcases India's rich cultural heritage and its ability to preserve and celebrate its timeless rituals and customs. India's rich cultural tapestry is woven from these timeless traditions and rituals. Incidentally, Kumbh Mela was also added to the list of **Intangible Cultural Heritage of UNESCO** on 8th Dec 2018.

## **Mahakumbh' 2025 at Prayagraj:**

The year 2025 is going to witness the Mahakumbh festival at Prayagraj which may likely to break all the previous records of gathering of pilgrims in this holy festival. **Mahakumbh 2025** will start on January 13, 2025. The main bathing dates during the festival, also known as "**shahi snan**" have already been announced. They are January 13, January 14, January 29, February 03, February 12 and February 26, 2025.

In comparison to 2019 when the Kumbh was spread across 3200 hectares, the 2025 Mela would be proposed to be organised in an area of 5000 hectares. Some 40 crore pilgrims are expected to attend the event in Prayagraj compared to 25 crore footfall in 2019.

Towards catering to this massive number of devotees, the mega fair will be needing hospitality arrangements for facilitating the congregation like travel arrangements, accommodation, meals, local transfers etc. A massive tent city will be in place touted as the world's largest providing lodging options ranging from basic to luxury.

### **Setting up of tent city at Sangam Prayag or nearby**

As detailed above, more than 40 million devotees are expected to congregate at this Maha Kumbh, including sizeable number of inbound tourists (foreigners/Indian Diaspora) to witness this mega event. Also a substantial number of pilgrims/tourists will be of higher income bracket intending to use services of premium segment.

IRCTC therefore needs to develop a tent city project in Prayagraj, in order to target the varied segments of tourist arrivals. The salient features of the proposed tent city are as under:

1. Total 400 Tents in 02 categories i.e. deluxe (300 tents) and premium (100 tents) to accommodate 800-1000 guests at a time.
2. To develop a tourist lounge in approx 2-3 acre area located in the core sangam region preferably in the vicinity of "Bade Hanumanji Temple" at Prayagraj Sangam for the convenience and facilities of IRCTC Tent City Tourists.
3. To develop the complete infrastructure including landscaping, electricity, water supply, sewage etc as deemed necessary to set up the tent city.
4. Develop the **cafeteria/restaurants (two in numbers)** to serve meals for different segments round the clock.
5. Set up of kitchen to supply the meals in the cafeterias/restaurants.
6. Set up of cultural Centre, stage & pavilion for religious discourse/yoga etc.
7. Set up of stalls for various activities including handicraft shops etc.
8. Arrangement of adequate transport/ Shuttle Buses for movement of in-house guests to the mela ground and back.
9. Security arrangements, fire safety arrangements, medical emergency arrangements etc.

## **PREAMBLE**

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

Indian Railway Catering and Tourism Corporation Ltd. (IRCTC) is a Public Sector Enterprise under Ministry of Railways and was incorporated as an extended arm of the Indian Railways to upgrade, professionalize and manage the catering and hospitality services at stations, on trains and other locations and to promote domestic and international tourism development of budget hotels, special tour packages, information & commercial publicity and global reservation systems.

While discharging its mandate, the Corporation has made a significant mark in its passenger-services oriented business lines like setting up of Food Plazas on Railway premises, 'Rail Neer', Rail Tour Packages and 'Internet Ticketing' bringing great deal of professionalism into the operations.

Through this e-tender IRCTC wishes to engage a Service Provider for Development, Operation and Maintenance of Tent City in the upcoming Mahakumbh 2025 at Prayagraj, Uttar Pradesh. The Service Provider shall be responsible for development of Tent city, Operation and maintenance of tent city, Activity planning, Security, obtaining License/ permissions/ NOCs, publicity etc.

Intending applicants are requested to thoroughly read the contents of the document before bidding. Although, all efforts have been made to incorporate the necessary details, standards of service in the document, the Service provider shall undertake to provide all related services in the spirit that the services are matching with good standard hotel.

**INDIAN RAILWAY CATERING AND TOURSIM CORPORATION LIMITED**

**NOTICE INVITING E-TENDER**

**E-tender for engagement of Service Provider for Development, Operation and Maintenance of Tent City in the upcoming Mahakumbh 2025 at Prayagraj, Uttar Pradesh.**

- 1. Period of the license - till completion of Mahakumbh mela 2025 i.e. 28.02.2025.**
2. Bidders are required to deposit EMD of Rs. 10,00,000/- (Rupees Ten Lakh only) 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
3. The bids will consist of two packet system i.e., Technical and Financial Bids. Technical Bid will consist of Technical and other conditions as laid down in the Bid document followed by Presentation from qualified bidders. Financial bid shall consist of the financial aspects as per conditions laid down in the Bid document
4. The bid shall remain open for acceptance for 120 days from the date of opening of E-Tender.
5. Indian Railway Catering and Tourism Corporation Limited reserve the right to reject any/all E-Tenders without assigning any reason.
6. The Notice Inviting E-Tender and Instructions to bidders Special Conditions, Technical Criteria, Offer Forms, E-Tender Schedule shall form the part of Tender Documents.
7. E-Tenders received will be evaluated by the IRCTC to ascertain the highest acceptable License Fee

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# **INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED**

*(A Government of India Undertaking)*

## **INSTRUCTIONS TO BIDDERS**

The Indian Railway Catering and Tourism Corporation Limited (IRCTC) proposes to obtain proposal through

**E-tender for engagement of Service Provider for Development, Operation and Maintenance of Tent City in the upcoming Mahakumbh 2025 at Prayagraj, Uttar Pradesh.**

### **1. General:**

Date & Time up to which offers will be received : **15.11.2024 by 15.00 hrs**

Time of Opening Financial Bid (Part B) : To be intimated via portal to the bidders short-listed on the basis of technical bids & presentation.

- 1) Indian Railway Catering and Tourism Corporation Limited (IRCTC) invites proposal through two bid **e-tender system** for engagement of Service Provider for Development, Operation and Maintenance of Tent City in the upcoming Mahakumbh 2025 at Prayagraj, Uttar Pradesh **as per scope of work and terms & conditions** from organizations, fulfilling the eligibility criteria laid down herein this tender document.
- 2) The Tender is not transferrable.
- 3) This Tender Document can only be viewed at <http://www.irctc.com>, & <http://www.tenderwizard.com/IRCTC> and will be submitted/ received only at <http://www.tenderwizard.com/IRCTC>, as prescribed.
- 4) No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minutes technical snags.
- 5) To participate in the E-Tender, it is mandatory for the bidders to register themselves with M/s Tenderwizard. A detailed procedure for bidding is placed at [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). It may please be noted for submission of bid, Class III digital signature is required.
- 6) The applicant should upload complete set of documents in support of minimum eligibility Criteria.
- 7) Corrigendum/Addendum to this Tender, if any, will be published on website [www.irctc.com](http://www.irctc.com), [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). No newspaper/ press advertisement shall be issued for the same.
- 8) For any difficulty in downloading & submission of tender document on website [www.tenderwized.com/IRCTC](http://www.tenderwized.com/IRCTC), please contact at **tenderwizard.com helpdesk no. 011-49424365 or mob. no 8800115628**.
- 9) Submission of E- bid will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents.
- 10) The bidder should have the capability and willingness to commence the operations on short notice.
- 11) Technical bid (Part A) and Financial bid (Part B) should be uploaded prior before tender closing by **15.00 hrs on 15.11.2024**.
- 12) The Tender shall remain open for acceptance for 120 days from the date of opening of tender.
- 13) IRCTC reserves the right to reject any/all Tenders without assigning any reason. Nothing contained herein shall confer right upon a bidder or any obligation upon IRCTC.
- 14) Joint Venture (JV)/ Consortium Bidders are eligible to participate.
- 15) The Notice Inviting Tender and the enclosed instruction to bidders, scope of work, price schedule and other terms & conditions shall form part of the tender document.
- 16) The Tenders have to be submitted using the Online Mode only. No other mode for submission of tenders shall be accepted.
- 17) At any time prior to the bid submission date, IRCTC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the bid document through the issuance of Corrigendum/Addendum which will be given on IRCTC website [www.irctc.com](http://www.irctc.com) & [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) not later than 4 days in advance to the last date of submission of tender. IRCTC may, at its discretion, extend the bid submission date.
- 18) Any failure on the part of bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.



- 19) IRCTC reserves the right to award contract to any successful bidder at its discretion and this will be binding on bidders and decision of the IRCTC shall be final.
- 20) IRCTC may terminate the Contract if it is found that the bidder is black listed/ debarred/ banned by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.
- 21) It would be desirable that prior to the submission of bid, the bidder has made a complete and careful examination of the requirements and other information set forth in this bid document.
- 22) IRCTC shall not be liable for any mistake or error or neglect by the bidder in respect of the above.
- 23) The submission of any offer connected with this tender document shall constitute an undertaking that the bidder 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 bidder shall have no claim in that regard against IRCTC.
- 24) 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.
- 25) During Tender Evaluation, IRCTC may at its discretion, ask the bidder(s) for clarification(s) regarding its tender and documents submitted (including Mandatory Documents). The request for clarification and its response shall be in writing and no change in the price or substance of the tender shall be sought, offered or permitted in response.
- 26) IRCTC reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages, which the bidder may incur in the process. The Bids can be rejected without assigning any reason.
- 27) Bidder must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled/uploaded.

**The Technical Bid (Stage 1)**

- A- shall comprise of the all documents in support of Eligibility Criteria. All documents as mentioned in check list – Annexure-G to be uploaded only on the e-tender portal in .pdf format. No documents are to be submitted in physically form.
- B- Firms which qualify in the Minimum Eligibility Criteria shall be invited for a Presentation which should be based on the Scope of Work given in this document.

**The Financial Bid (Stage 2)** shall comprise of the Financial Bid. The license fee (exclusive GST) to be filled in the format provided online. Financial Bid of only those bidders shall be opened, who are found eligible and qualified in the Presentation.

## 2. Minimum Eligibility/Qualification Criteria

### Minimum Eligibility Criteria

1. Company/ Proprietor/Partnership Firms/ Joint Venture/ Consortium (Lead Member) registered in India for at least last 5 Financial Years prior to the Bid Submission Dates having experience in the business of creating and providing temporary accommodation and ancillary infrastructure for large gatherings such as Kumbh Mela, Tent Cities, Camping Sites etc. In case of Consortium the lead member should submit the above registration certificate. (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24)
2. Firms should have minimum aggregated turnover of Rs. 15 crores from business in any of the three Financial Years out of the last five Financial Years combined together. (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24)
3. Must have operated at least one similar Tent City at different locations with a minimum of 100 rooms tents in each Tent City in the last five Financial Years (only those tent cities will be considered which have operated for minimum 15 days in a single project). (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24)
4. Bidders must produce evidence of availability of land of minimum area 25 acres within 10 km from Hanuman Mandir (Lete Hanuman ji) falling on either side of Ganges.

**Joint Venture/Consortium Bidding is permitted for the tender.**

### **Documents to be submitted in support of Minimum Eligibility Criteria (MANDATORY)**

SN	Eligibility Criteria	Document required in support of the criteria
1	Company/ Proprietor/Partnership Firms/ Joint Venture/ Consortium (Lead member) registered in India for at least last 5 Financial Years prior to the Bid Submission Dates having experience in the business of creating and providing temporary accommodation and ancillary infrastructure for large gatherings such as Kumbh Mela, Tent Cities, Camping Sites etc. In case of Consortium the lead member should submit the above registration certificate. (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24)	<p>Copy of Certificate of Incorporation with Memorandum &amp; Articles of Association of the firm.</p> <p>OR</p> <p>Copy of Partnership Deed</p> <p>Or</p> <p>Self Declaration by Proprietor</p> <p>Or</p> <p>In case of JV bidders, the above mentioned documents are required from all the partners</p> <p>/</p> <p>In case of consortium lead member should furnish the above documents certifying the registration for atleast 5 years. The other members need to submit the proof of valid registration.</p> <p>And</p> <p>Certificate from Chartered Accountant regarding the business activities of the firm.</p>
2	Firms should have minimum aggregated turnover of Rs. 15 crores from business in any of the three Financial Years out of the last five Financial Years combined together. (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24)	<p>Certificate from Chartered Accountant with UDIN mentioning turnover from the business of providing temporary accommodation and ancillary infrastructure</p> <p>In case of Consortium/ JV bidders, the above mentioned documents are required from all the partners.</p>

3	Must have operated at least one similar Tent Cities at different locations with a minimum of 100 room tents in each Tent City in the last five Financial Years (only those tent cities will be considered which have operated for minimum 15 days in a single project). (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24)	Copies of Completion Certificates mentioning the period and nature of work.  OR  Certificate from Chartered Accountant mentioning the location, time period, number of tents of each tent city.
4	Bidders must produce evidence of availability of land of minimum area 25 acres within 10 km from Hanuman Mandir (Lete Hanuman Ji) falling on either side of Ganges.	Copy of Title/Lease Deed or other documents towards evidence of availability of land with the bidder

**All documents to be submitted in support of Minimum Eligibility Criteria are mandatory, non submission of the same shall make the bid as ineligible.**

**Documents to be submitted by the bidders in addition to the documents in support of Minimum Eligibility Criteria:**

1. Copy of PAN
2. Copy of GST Registration
3. Power of Attorney in favour of Authorized Signatory.
4. Copy of SSI/MSME registration, if applicable
5. Copy of DIPP Registration for Start-Up Bidders, if applicable.
6. EMD of Rs. 10 lakhs only
7. Tender Application Covering Letter on Company Letter head (**Annexure A**)
8. Pre Contract Integrity Pact (**Annexure E**)
9. Confidentiality cum Non Disclosure Agreement (NDA) (**Annexure F**)
10. Self Declaration towards not being blacklisted by any Govt of Department/Organisation/Public Sector Organization (**Annexure D**)
11. Consortium/JV agreement as per (**Annexure-H**)

**Subsequent to the award of contract, the Agency shall have to sign an Agreement on Non-Judicial Stamp Paper of Rs. 100 as per the format provided by IRCTC.**

**IN CASE OF NON SUBMISSION OF ANY OF THE DOCUMENT LISTED ABOVE IN 'MANDATORY CRITERIA' THE BID IS LIABLE TO REJECTED.**

### **3. Complete Bid**

The bidders must ensure that the conditions laid down for the submission of the offers detailed in the bid documents are complete and correctly fulfilled. Bids, which are not complete in all respects as stipulated above, may be summarily rejected.

### **4. Language of Proposals**

The proposal and all correspondence and documents shall be written in English.

## 5. Bid Rejection Criteria

Besides other conditions and terms highlighted in the Tender document, bid may also be rejected under following circumstances:

- a) Bid received **without Integrity Pact–Annexure-E** duly filled and signed by the bidder.
- b) Revelation of prices by the bidder in any form or by any reason, for example by indicating in Technical Bid packet, before opening the Financial Bid.
- c) Bid received without earnest money deposit.
- d) Bid received is incomplete. Bid is not accompanied by all requisite documents
- e) Failure of the bidder to respond to the clarification sought by IRCTC or attending the Technical Presentation, if any called by IRCTC, within stipulated time period during the bid evaluation process.
- f) Financial bids that do not conform to the tender schedule.
- g) Information submitted in bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

## 6. Discrepancies:

Should there be any difference or discrepancy in the description of item appearing at more than once, the following order of preference shall be observed:

1. Instructions to the bidders
2. Financial bid
3. Technical bid
4. Special Conditions of Contract
5. General conditions of license Section

## 7. CONSORTIUM BIDDERS

- Considering the wide variety of skills and resources needed for the project, a group of Companies or organizations can form a Consortium and bid for this project.
- The number of consortium members cannot exceed three, including the Prime Bidder.
- Prime/Lead Member must have a minimum of 51% stake in the contract value of project. Prime bidder will provide an undertaking along with Consortium agreement given in Annexure-H highlighting the stake of consortium member in the project. IRCTC may also validate it through various means. The Lead member should throughout the Contract Period, hold equity share capital not less than 51% (Fifty one percent).
- Consortium is not a mandatory condition. A Bidder meeting all the Pre-Qualification conditions mentioned for a bidder in Clause 2 of this section may bid independently for this Tender.
- In case of Consortium, the Consortium shall necessarily satisfy the Qualification criteria as given in the evaluation steps
- The Prime Bidder shall be the prime point of contact for IRCTC and shall be primarily responsible for the discharge and administration of all the obligations for this project. The sole responsibility under the contract would be that of the Prime Bidder only.
- In case of consortium, consortium member should furnish a Power of Attorney in favour of the Prime Bidder, authorizing to submit and sign the tender response.
- The Prime Bidder shall be required to submit a joint agreement between the consortium members for the contract. The Prime Bidder participating with consortium approach shall define the role of each consortium member in the tender response clearly indicating their scope of work or responsibilities and relationship.

- Any company or organization cannot be a member of any other consortium for this tender. Participation by any company in more than one consortium will be considered a disqualification for all concerned consortium applying to this bid.
- Nothing in this Contract or any agreement hereunder shall relieve the Bidder from its liabilities or obligations under this Contract to provide the services in accordance with this Contract. The Purchaser reserves the right to hold the Bidder liable for any act/omission of sub-contractors.
- The Bidder shall ensure that the Sub-Contractor appointed is competent, professional and possesses the requisite qualifications and experience appropriate to the tasks they will perform.
- Where the Purchaser deems necessary, it shall have the right to require replacement of any sub-contractor with another system Integrator and the Bidder shall in such case terminate forthwith all agreements / contracts other arrangements with such system integrator and find suitable replacement for such system integrator to the satisfaction of the Purchaser at no additional charge. Failure on the part of the Bidder to find a suitable replacement and/or terminate all agreements / contracts with such member, shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Bidder all losses/ or other damages that may have resulted from such failure.
- There will be no relaxation / exemption for MSE / Startup if they are bidding as Consortium.

## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

IRCTC	Shall mean 'Indian Railway Catering and Tourism Corporation Ltd.', a Government Company incorporated under Companies Act 1956.
Service provider	Shall mean any company, organization, proprietorship/ partnership firm, Joint Venture, Consortium which has been incorporated/ registered/ authorized to undertake the business/ event under the law and has been awarded the License by IRCTC and includes his heirs, executors, administrators of the successors and assigns.
Party	Shall mean either the IRCTC or the Service provider.
Day	Shall mean a calendar day.
Interpretation	Words importing persons or parties shall include firms and organizations.
Priority of Documents	The documents forming the License are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found, the IRCTC shall issue necessary clarifications to the Service provider.
Jurisdiction	The Jurisdiction of Courts situated at New Delhi.
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.
Applicable Permits	means all clearances, licenses, permits, authorizations, consents and approvals under or pursuant to Applicable Laws, required to provide Hospitality & Tourism Service in accordance with this Agreement.
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.
Good/Best Industry Practice	means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected from good standard category hotel, from a reasonably skilled and experienced Service provider engaged in and includes good practices in the housekeeping, 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 development, Operations & Maintenance of Tent city.
Service Commencement Date	means the date of commencement of services by Service provider as mentioned in the Letter of Award.

### **2. Financial terms and conditions**

2.1	Payment of License Fee	Bidder shall deposit the quoted license fee plus GST to IRCTC in advance within 15 days of the date of issue of the award letter and this will be in addition to IRCTC revenue share.
2.2	Variable Revenue Share on tour package	<ul style="list-style-type: none"> <li>• All bookings for the tent city shall have to be made online through IRCTC website only. IRCTC shall retain 11% of the NETT Revenue (NETT revenue is the revenue after the deduction of GST, discounts and agent commission) and balance 89% shall be credited to the service provider account. 80% payment after submission of Invoice in week time and balance payment on reconciliation.</li> <li>• Service provider is expected to pay minimum Rs. 50 lakhs as revenue share to IRCTC. In case the revenue share falls short of Rs. 50 lakhs, the residual amount shall be adjusted from the performance guarantee and the remaining amount shall be refunded</li> <li>• In case of cancellation of booking by guests the applicable revenue percentage of package booking (11%) will be retained by IRCTC for the cancellation charges and remaining will be passed on to the Service Provider.</li> </ul>

2.3	Bookings by IRCTC Agents	In case any bookings done by registered IRCTC agent then the approved TAC (Travel Agent commission) component will be retained by IRCTC which will be payable to travel agent. No deduction on this account will be done by IRCTC for all other booking (except agent booking).
2.4	Remittance of Booking charges to Service provider	<ul style="list-style-type: none"> <li>IRCTC shall collect the revenue through online bookings on <a href="http://www.ircetourism.com">www.ircetourism.com</a>.</li> <li>IRCTC shall release the 80% payment after submission of Invoice within a week time and balance payment on reconciliation</li> </ul>
2.5	Performance Guarantee	<p>The agency shall be required to furnish refundable performance guarantee of Rs. 50 Lakhs in favour of IRCTC, either through DD/ RTGS/ irrevocable Bank Guarantee. The Performance Guarantee shall be reimbursed after successful completion of contract without interest to the service provider.</p> <p>(i) No interest will be admissible on this Performance guarantee.</p> <p>(ii) The Security Deposit is liable to be forfeited if the successful bidder unilaterally withdraws, amends, impairs or derogates from terms and conditions in any respect during its currency</p> <p>Service provider is expected to pay minimum Rs. 50 lakhs as revenue share to IRCTC. In case the revenue share falls short of Rs. 50 lakhs, the residual amount shall be adjusted from the performance guarantee and the remaining amount shall be refunded.</p>
2.6	Refund of Performance Guarantee	The Performance Guarantee will be refunded within 01 month subsequent to completion of contract duration. The security deposit shall not bear any interest thereon and shall be refunded without any interest after complying with aforesaid condition.
2.7	Failure to deposit Licence fee/ Interest on late payment	In case of Failure to deposit the fee as per Financial Terms and Conditions by due date. IRCTC shall charge interest at the rate 12% per annum, till the day of payment, calculated for the number of days of default.
2.8	Recovery of outstanding amount	Service provider is expected to pay minimum Rs. 50 lakhs as revenue share to IRCTC. In case the revenue share falls short of Rs. 50 lakhs, the residual amount shall be adjusted from the performance guarantee and the remaining amount shall be refunded

### 3. Tenure of Contract:

3.1	Total contract period	The contract shall be awarded <b>till completion of Mahakumbh mela 2025 i.e. 28.02.2025.</b>
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### 4. Submission of bids

4.1	Papers to be submitted	The applicant should upload complete set of documents in support of Eligibility Criteria as mentioned in this tender Document (Mandatory documents and other documents) along with <b>(Financial bid)</b> digitally signed by authorized signatory and submit online only
4.2	IRCTC reserves the right to terminate the bidding process	IRCTC reserves the right to cancel the bidding process at any stage and will not be responsible for any loss or damages that the bidder may incur in the process. The Bids can be rejected without assigning any reason. The bidding process will be completed with the issue of letter of award of License to the successful bidder by IRCTC.

4.3	Bids not to be entertained	Conditional/ telegraphic/postal Bids shall not be entertained. Photocopy/ reproduction on Service provider's letter head is not permissible. Financial bid duly digitally signed by the bidder(s) should be uploaded.
4.4	Signing of bid document	Bid document must be digitally signed by the authorized signatory of the applicant. In case of Proprietorship/ Partnership firms authorized signatory shall be Proprietor/ Partner of the firm and in case of company authorization from the Chairman of the Company and Copy of the Board's resolution along with attested signature of the signing authority should be submitted, failing which the Bid will be treated as invalid.
4.5	Withdrawal of bid	<p>The bidder may amend the bid before the date of opening of e-tender. The bidder can also withdraw its bid after submission but before closing date. Once the bid is withdrawn, they cannot submit their bid again.</p> <p>In case the successful bidder (highest financial bid) refuses to accept, refrains from accepting, amends, impairs, and delegates the offer of award of License. The following actions will be taken</p> <ol style="list-style-type: none"> <li>If the firm withdraws the bid during evaluation of technical bid. <b>Action:</b> EMD of the bidder will be forfeited.</li> <li>If the firm withdraws the bid after evaluation of technical bid. <b>Action:</b> EMD of the bidder will be forfeited.</li> <li>If after opening of financial bid the firm is not H-1 and withdraws bid: <b>Action:</b> EMD of the bidder will be forfeited.</li> <li>If firm is H-1 after opening of tender and Withdraws bid before issue of LOA: <b>Action:</b> EMD of the bidder will be forfeited.</li> <li>Firm exits from contract after issue of LOA before commencement of services without depositing Performance Guarantee: Action: As per para (a) above and will be debarred from participation in future tenders of IRCTC for a period of 03 Years.</li> <li>Firm exits from contract after depositing Performance Guarantee and before commencement of services: Action: As per para (e) above, in addition to forfeiture of Performance Guarantee</li> </ol>
4.6	Opening of Bids	In case the date of opening of the Bids is a holiday or declared as holiday, the Bids will be opened on the next working day.
4.7	Corrupt or Fraudulent Practices	<p>IRCTC reserves the right to verify the authenticity of the documents submitted as Technical Bid – Part-A, by the applicant. IRCTC shall inspect the physical assets of the successful bidder / applicant as declared in the technical bid (Part-A) If such an applicant is awarded the License and on a later date if it is noticed that the Service provider has engaged in corrupt or fraudulent practices, in competing for or in executing the Licence, the IRCTC may, after giving 14 days notice to the Service provider, terminate the Service provider. For the purpose of this Sub-Clause:</p> <p><b>“Corrupt practices”</b> means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Licence execution;</p> <p><b>“Fraudulent practice”</b> means a misrepresentation of facts or submission of forged documents in order to influence a procurement process or the execution of a Licence to the detriment of the IRCTC, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the administration of the benefits of free and open competition.</p>



4.8	Total Amount Payable by Service provider to IRCTC	1) License Fees (As per clause No. 2.1) 2) Revenue Share @ 11% of the NETT Revenue (As per clause No. 2.2). 3) Performance Guarantee of Rs. 50 Lakhs (As per clause No. 2.5). 4) Amount Payable for Ancillary activities for Shops / Kiosks (As per Clause No. 4 of Special Conditions of Contract)
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### 5. System of award of License (tender evaluation)

5.1	Stage I Part A- (opening of technical bid)	<p>The Technical bid- <b>Complete document in support of minimum eligibility criteria, as per date and time mentioned above. Tender shall be opened through e-tendering system.</b></p> <p><b>Step 1: Scrutiny of Complete documents.</b></p> <p>Firms which qualify in the Minimum Eligibility Criteria shall be invited for a Presentation which should be based on the Scope of Work given in this document.</p>
	Stage I Part B- (Presentation)	<p>At least 03 days-time shall be given for preparation of the presentation.</p> <p>The Presentation shall be of 100 marks. Minimum Qualifying Marks shall be 70.</p> <p>Presentation shall be evaluated based on the following parameters:</p> <ol style="list-style-type: none"> <li>1. Layout Plan of the Tent city site.</li> <li>2. Room Layout for Deluxe &amp; Premium Tents.</li> <li>3. Resource planning including manpower, electricity, transport, water, heating, waste disposal and security.</li> <li>4. Branding plan in the vicinity of the tent city.</li> <li>5. Menu planning.</li> <li>6. Recreational/ cultural activities plan.</li> </ol> <p>Each Agency invited for the presentation shall be provided maximum 30 minutes time for the presentation</p> <p>The financial bid of only those Bidders who qualify in the presentation shall be opened.</p>
	Stage II (Opening of Financial bid)	<p>The financial bid of only those Bidders who qualify in the presentation shall be opened, financial bid (Stage II) of only those parties will be opened who are found eligible as per laid down criterion. <b>Tender shall be opened through e-tendering system</b></p>
5.2	Evaluation of Financial Bid	<p>The bidding in the open tender for finalizing of service provider for Development, Operation and Maintenance of Tent City in the upcoming Mahakumbh 2025 at Prayagraj, Uttar Pradesh be decided based on the highest license fee (H1). In case two or more bidders quoted the same Highest License fee, the bid will be awarded to the bidder having maximum Turnover of three years put together as desired in the eligibility criteria.</p>
5.3	Award of License to the highest bidder	<p>Contract for Development, Operation and Maintenance of Tent City in the upcoming Mahakumbh 2025 at Prayagraj, Uttar Pradesh will be awarded to the service provider <b>quoting highest amount of license fee</b> subject to fulfillment of the terms and conditions of the License. License fee will be payable to IRCTC in advance as per the quoted amount in financial bid. The successful bidder will be required to deposit advance license fee at least 15 Days prior to the commencement of Tent City.</p> <p>After determining the successful bidder, IRCTC shall issue a Letter of Award (LOA). The successful bidder shall submit letter of acceptance along with requisite Performance Guarantee amount specified herein above within the period as</p>

		specified by IRCTC. Decision of the IRCTC competent authority to accept or reject any bid shall be final and binding.
5.4	Tender Clarification	During tender evaluation, IRCTC may, at its discretion, ask the Bidder for a clarification of its tender. The request for clarification and response shall be in writing, and no change in the price or substance of the tender shall be sought, offered or permitted in response.

## 6. Obligations and rights of Service provider

6.1	Planning, Designing & setting up of Tent City	Service Provider shall be responsible for planning & development of Tent City.
6.2	Operation & Maintenance of Tent City	<p>Service Provider shall be responsible for Operation &amp; Maintenance of Tent City as per the approved plan within safety protocol and in accordance with applicable bye laws at their own cost.</p> <p>Service Provider will submit the plans for development within 07 days from issue of award letter. Service Provider shall have to modify/amend the plans as suggested by IRCTC.</p> <p>Service provider will ensure that the Tent City is ready for inspection by IRCTC latest by 31.12.2024. The tent city should be ready for operation latest by 05.01.2025.</p> <p>Service Provider will ensure regular and adequate maintenance for all the equipment, fixture, interiors, furniture, etc</p>
6.3	Room rates	<ul style="list-style-type: none"> <li>The service provider in consultation with IRCTC shall be required to furnish to IRCTC net rates for Deluxe, Premium Tents and packages if any. The service provider can have different rates for different dates such as bathing dates, weekends etc. The approval of IRCTC shall be final &amp; binding.</li> <li>Commission &amp; GST shall be in addition to the room rates.</li> <li>Commission structure shall be mutually decided between IRCTC and the service provider.</li> </ul>
6.4	Requirement of rooms for IRCTC staff	IRCTC shall also depute its staff as per the requirement of festival. The agency shall reserve adequate rooms for IRCTC staff.
6.5	Waste disposal & cleaning	Service provider to setup STP for disposal of Human & Food waste as per the guidelines of NGT, SPCB & CPCB.
6.6	Liability and Indemnity	The bidder agrees to defend, indemnify and hold harmless IRCTC and their respective officers, directors, employees and agents (collectively the “Indemnified Persons”) and its associated companies from and against any and all claims, actions, damages, expenses, costs (including legal costs) and other liabilities actually incurred by the indemnified parties arising as a result of any negligence, breach of contract or warranty, or any other wrongful act or default on the part of the Bidder, its employees, agents, representatives or service provider, including prosecutions under the legislation affecting the use of any of its sub Operators or agents any of its warranties, undertakings and obligations set out in this Agreement.

6.7	Certificates/permissions	It shall be the responsibility of the Agency to liaison and coordinate with all respective authorities like Police, Traffic Police, Fire Department, Electricity Department, Municipal Corporation, Councils, Jal Board, Commercial Tax, Excise/ Entertainment Department, etc. and / or any other Authority to obtain necessary NOC's, permissions, licenses on behalf of IRCTC to organize the festival and submit all NOC and No-dues certificates.
6.8	Relation of Service provider's labour	The employees, contractors, sub contractors of the Service Provider will not be in any contractual relation either with the IRCTC or the Indian Railways. If any case or proceedings are instituted against IRCTC on account of non-compliance of any statutory law or non-payment of any of the taxes, the Service Provider agrees to pay to IRCTC, the cost imposed, if any, and also the cost of litigation. The Service Provider shall abide by the labour laws as applicable to its employees.
6.9	Insurance	The Service Provider shall take a comprehensive insurance for men and material upto a value of not less than Rs. 10 crore for the duration of the Tent City.  The Service Provider shall also take an Accidental and Death Insurance cover for the guests upto a value of Rs. 10 lakh per guest
6.10	General liability of any person or medical emergency	Service provider will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to (or) death of any person(s)/guest/tourist occurring in the said premises, including death or injury caused by the negligence of the Service Provider failure to perform its obligation under the agreement.  In case of medical emergencies, including death, to the guests/tourist while on tour, the Service provider shall take immediate steps to render treatment/other services in consultation with the immediate relatives of the guest, either accompanying or not, and the IRCTC office and the cost of such services rendered shall be borne by the guest.
6.11	Inspection by IR/IRCTC	Service Provider will make available the premises for the inspection by the IRCTC or any person so authorized by the IRCTC at any time.
6.12	Compliance of statutory law	Service provider will be responsible for compliance with applicable law such as Tax laws, Provident Fund Law, Labour Law or any other Law of the land registration/approval from statutory authorities if requires. If any case or proceedings are instituted against IRCTC on account of Non-Compliance of any statutory law or non-payment of any taxes the Service provider agrees to pay to IRCTC, the amount of tax, interest and penalty imposed, if any, and also the cost of litigation.
6.13	No unlawful/illegal activity	Service Provider shall not carry on any unlawful immoral or illegal activity at the station, in the train and during the journey or at destination etc. such activity shall be treated as an event of default on the part of service provider.
6.14	Provision of suggestion/complaint book	Service Provider shall keep a suggestion/complaint book at a conspicuous place where the passengers can register their suggestions/complaints without any difficulty. This suggestion book shall be serially numbered and pre-authenticated by the IRCTC.
6.15	No use of plastic material	Service Provider shall not use plastic material. Eco-friendly/ bio-degradable packaging material should be used for supply of food items. Instead of plastic, good quality disposable cups should be used for serving tea/ coffee, mineral water etc. The Service provider will do garbage collection and disposal in a satisfactory manner.
6.16	Fire Safety	Adequate Fire safety measures & to be followed during the entire contract period.

6.17	Provision of fire extinguishers	Service Provider shall provide adequate number of fire extinguishers in line with the existing norms. Upkeep and maintenance of the fire extinguishers shall be the responsibility of the Service Provider.
6.18	Fire Fighting training	All the staff deputed in the Tent City must be trained in fire fighting and a competent certificate issued by the fire fighting agencies (to be approved by IRCTC) should be available on site.
6.19	Usage of service and cooking ware etc.	Linen. Blankets, fixtures, furnishings, Crockery, cutlery, napery and other service and cooking wares used in the Tent city are required to be of good quality.
6.20	Staff conditions	The staff to be deployed at the tent City must be well groomed and wear neat and clean uniforms with name badges. The Service provider shall seek approval of the pattern and style of uniforms to be adopted for staff from IRCTC. Staff must be courteous and polite to every passenger at all times. Staff must be trained and the service should be of a high order. Adequate sets of uniforms with laundry tie-ups at destinations should be provided. Each staff should wear fresh laundered uniform on each day.
6.21	Maintenance of record	The Service provider shall maintain full records pertaining to the Tent City and make it available for inspection of the IRCTC, on demand.
6.22	Staff responsibility	Staff at various levels should be extensively trained in customer care and in providing good quality service. The Service provider shall be responsible for the conduct and behavior of his 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.  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.  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.
6.23	Enquiry into the antecedents of the employees	Service provider shall not in any capacity employ any person of bad character. Police verification certificate of the employees from local police with ID cards to be issued by the service provider. The expenses for such verification are to be borne by the Service provider.
6.24	Co-ordination with Authorities	The service provider to collaborate with the respective Government officials in coordination with IRCTC officials to ensure smooth operations.

## 7. Obligation and rights of the IRCTC

7.1	Development and Maintenance of booking portal	IRCTC will develop and maintain the website, booking portal for Maha Kumbh Tent City
7.2	Uploading of Inventory on IRCTC Website for Booking	IRCTC will upload the inventory on website for bookings & details of bookings will be shared with service provider for making necessary arrangements & operations.
7.3	Creation and Maintenance of a microsite	A microsite specially designed for the Maha Kumbh Festival would be created and maintained by IRCTC that would provide all the relevant and necessary information as per the requirement of the event.
7.4	Social Media Promotion	IRCTC through its Social media agency would create social media handles for the festival on various popular platforms like Facebook/ Instagram etc. to promote the festival and to disseminate the information to the Targeted Audience
7.5	Arrangement for Influencers	IRCTC would be responsible for on-boarding of influencers as per the requirement of festival. These influencers will be deployed after approval from the Authority. The expenditure on stay of influencers will be borne by Service provider.
7.5	Inspection by IRCTC	IRCTC will inspect/ check the services for reviewing its standards, quality & infrastructure of tents and variety of food items, standards for maintenance of cooking areas and washing areas, disposal systems etc. and all other services including housekeeping, security, booking of rooms and general maintenance of the Service provider at any time and may authorize any person or agency for this purpose to access the performance of Service provider. In case of unsatisfactory performance or complaint of any nature, IRCTC will be competent to initiate suitable action against the Service provider as per the terms and conditions of the agreement.
7.6	Customers' feed back	IRCTC may take independent users' feedback to know the level of Guest satisfaction and the performance of the Service provider will be reviewed on the basis of the same.
7.7	Tourist trains for Kumbh Mela	IRCTC may operate its Bharat Gaurav tourist trains to provide the visit of Maha Kumbh in its Itinerary. It may also provisioned for one night stay of tourists at Tent City at Prayag, most likely on non bathing dates. The stay may be arranged in the IRCTC Tent City on the twin/ Triple/ Quad share basis depending upon the price viability dynamics.

## 8. Conditions governing the performance of the License

8.1	Acceptance of award of License and submission of Performance Guarantee	Successful parties would be required to accept the offer for award of License along with payment of performance guarantee within 15 days from issue of award letter. In case the Service provider fails to accept the offer of award of contract, the action stipulated in clause no. 4.5 would be initiated.
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8.2	Submission and approval of plans	<p>(a) Service provider shall submit preliminary plans, specifications and tentative time schedule for commissioning of Tent City of IRCTC to IRCTC, through an experienced architect/interior designer within 07 days from the date of issue of award letter.</p> <p>(b) IRCTC would analyze the preliminary plans, completion schedule and specification and advise changes, if any to the Service provider within 7 days of its submission by the Service provider.</p> <p>(c) On advice of changes by IRCTC, if any, to be made in the preliminary plans, the Service provider would submit the detailed plans, through the architect incorporating the necessary comments, changes, and modifications, as suggested by IRCTC within 7 days of the approval.</p> <p>(d) The detailed plans shall include layout plans of floors, sections and interior plans showing layout of furniture's, kitchen area, sitting area, etc. The 3-D views of internal facade shall also be submitted, which should be in harmony with the style and architecture.</p>
8.3	Failure to commission the Tent city	In the event of failure to commission the Tent City of IRCTC with in stipulated period of time, the Service Provider will have to provide a written explanation within a week to IRCTC. In case IRCTC consider the explanation to be unsatisfactory, it reserves the right to annul the license fees and forfeit the Performance guarantee. The decision of IRCTC will be final and binding in this regard.
8.4	Execution of agreement	The successful Bidder shall be required to execute an agreement on non-judicial stamp paper of Rs.100/- at his cost before commissioning. Till then the terms and conditions as per this tender document and letter of award of License shall form the binding agreement between IRCTC and the Service provider.
8.5	Liability of IRCTC	IRCTC will not be responsible for any liability arising under the labour laws or any other law of the land, incurred by the Service provider.
8.6	Notice by Courier/ Registered AD	Any notice in terms of this License by either Party will be given at the address stated herein above by Courier/ Registered AD Post unless a different address has been intimated in writing against receipt. Upon the receipt of any other notice order, direction or any other communication from any competent authority (including notices, affecting the rates, taxes or other outgoings) in respect of provision of catering services in station payable in whole or in part by one Party hereto, the other Party shall immediately deliver a copy of the necessary document, to that Party.
8.7	Entitlement of compensation	In case the Service provider suffers any loss on account of his being restrained by the IRCTC or any competent authority for indulging in illegal activities or any contravention of any law, he shall not be entitled to any compensation whatsoever.
8.8	Notice to the IRCTC	Any notice to be served by the Service provider on the IRCTC shall be deemed to be sufficiently served if, sent by registered post/courier/Email addressed to the Group General Manager/Tourism, Indian Railway Catering and Tourism Corporation at its Corporate.

8.9	Notices on behalf of IRCTC	Any notice to be served on Service provider shall be deemed to be sufficiently served if delivered at or sent by registered post/courier/Email addressed to the Service provider at their registered office or last known place of business or Email address. Subject to as otherwise provided in this agreement, all notices to be given on behalf of IRCTC and all other actions to be taken by the IRCTC may be given or taken on behalf of the IRCTC by an officer of the rank of Joint General Manager or above or any other officer for the time being entrusted with such functions, duties and powers by the IRCTC.
8.10	Penalty clause	During official inspection(s) by IRCTC/Railway Officers, any complaints/shortcomings, if any, IRCTC may impose suitable amount as depending upon the level of complaint for each occasion. On repeated substantiated complaints IRCTC may terminate the contract.  For any incidences/ short comings/ deficiencies/ Short fall in services that may tarnish the image of IRCTC shall lead to penalty/ action as deemed fit by Competent authority including termination and risk of cost recovery.
8.11	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.

## 9. Events of Default

9.1	Breach of any terms and conditions of the License	In the event of any breach of the said terms and conditions of the License, the IRCTC shall be entitled to forfeit the whole or the part of the Security Deposit/ License fee besides terminating or revoking the License and debarring the Service provider from participating in the future projects of IRCTC. IRCTC also reserves the right to impose penalties/ fines for failures noticed during inspections and/or complaints from users. The decision of IRCTC in this regard shall be final and binding.
9.2	Termination of License on other events of default	IRCTC shall also be entitled at any time forthwith to terminate the License without notice in any of the following events, (a) In the event of the Service provider being convicted by a court of law under the provisions of criminal procedure code or any other law (b) In the event of the Service provider being a proprietor or, if a firm, any partner in the Service provider firm being at any time be adjudged insolvent or a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his interest or enter into any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under the partnership Act or, in the event of Service provider being a company, if the company shall pass any resolution to be wound up either compulsorily or voluntarily. (c) Repudiation of agreement by Service provider or otherwise evidence of intention not to be bound by the agreement. (d) For any incidences/ short comings/ deficiencies/ Short fall in services that may tarnish the image of IRCTC

9.3	Failure to provide any record to IRCTC	IRCTC at their discretion may call for any record to satisfy them regarding operation of the License and Service provider will provide every help failing which it may amount to breach of condition of the Service provider. All communications/ information received/ required by IRCTC must be furnished by the Service provider within 15 days failing which suitable penalty can be imposed at the discretion of IRCTC.
9.4	Liquidated Damages	<p>Any delay by the successful bidder in the performance of the delivery obligations shall render him/her liable to any of the following penalties:</p> <ul style="list-style-type: none"> <li>• In the event of bidder's failure to supply the said services of acceptable quality and specifications, within the original delivery period given in the purchase order, IRCTC shall be at the liberty to recover liquidated damages to be levied @ 0.5% of the "Total Contract Value" per week or part thereof subject to a maximum of 10% of the "Total Contract Value" and/or</li> <li>• Encashment of the Performance Guarantee.</li> <li>• Part of week will be treated as a week for this purpose</li> <li>• After a delay of more than 1 weeks, IRCTC reserves the right to cancel the contract and avail the services from other Firm/Contractor, at bidder's risk and cost. Any losses caused to IRCTC on this account shall be recoverable from the bidder.</li> </ul>

## 10. Settlement of Disputes/Arbitration and Jurisdiction

10.1	Settlement of Disputes/Arbitration	<ul style="list-style-type: none"> <li>• Service provider shall not be entitled to make any claim whatsoever against the IRCTC under or by virtue of or arising out of this contract, nor shall the IRCTC entertain or consider any such claim if made by the Service provider, after he shall have signed a "No Claim" certificate in favour of the IRCTC, after the contract is finally completed. Service provider shall be debarred from disputing the correctness of the items covered by "No claim" Certificate or demanding a reference of Arbitration in respect thereof.</li> <li>• Matters finally determined by the IRCTC: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the contract or after their completion and whether before or after the termination of the contract, shall be referred by the service provider to the IRCTC and the IRCTC shall within a reasonable time period after their presentation make and notify decisions thereon in writing. The directions, classification, measurements, drawings and certificates with respect to any matter the decision of which is specifically provided for by these or other special conditions, given and made by the purchaser, or by the officer on behalf of the purchaser, are matters which are referred to hereinafter as "Excepted Matters" and shall be final and binding upon the contractor and shall not be set aside on account of any informality, omission, delay of error in proceeding in or about the same for any other ground or for any other reason and shall be without Appeal.</li> <li>• The parties hereto further agree to submit demand in writing that the dispute / differences be referred to arbitration, the demand for arbitration shall specified the matters which are in question, for subject of dispute or difference as also the amount of claim item wise.</li> </ul>
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		<ul style="list-style-type: none"> <li>Such dispute or differences, in respect of which the demand has been made, together with counter claims of setoff given by IRCTC shall be referred to arbitration and other matters shall not include in the reference.</li> <li>Demand for arbitration: In the event of any dispute or difference or differences between the parties hereto as to the construction or operation of this contract/agreement including validity thereof, the parties hereto shall endeavour to settle such dispute amicably in the first instance in accordance with the following matrix.</li> <li>The authorized marketing representatives of each party will discuss and attempt to resolve the dispute within a period of 30 days from the occurrence of the event.</li> <li>The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the parties hereto after following the escalation matrix in the manner set forth above, gives a notice to this effect, to the other party in writing. Thereafter such dispute shall be resolved in the matter set forth below:</li> <li>In the case any dispute, controversy or claim arising out of or relating to this agreement or any matter or issue arising there from which is unresolved by amicable settlement (Dispute) it shall be resolved in accordance with Arbitration and Conciliation Act 1996. Such dispute shall be referred to the sole arbitrator to be mutually appointed by the parties as per the provisions of Arbitration and Conciliation Act 1996.</li> </ul>
		<ul style="list-style-type: none"> <li>In case the parties fail to appoint sole Arbitrator within 30 days, the dispute shall be referred to a three-member Arbitral Tribunal. One member each shall be appointed by both the parties. They shall, within 30 days of their appointment, mutually decide on the name of third Arbitrator. Arbitration proceedings shall be deemed to commence in accordance with the Arbitration and Conciliation act 1996. The award of the Arbitrator shall be final and binding on the parties to this agreement. The venue of the Arbitration shall be New Delhi. The fees and expenses of the sole arbitrator or the Arbitration tribunal, as the case may be, and all other expenses in accordance with IRCTC circular dated 18.10.2019 or latest and shall be shared by the parties, subject to award of costs by the sole arbitrator or the Arbitral Tribunal.</li> <li>The venue of arbitration shall be at New Delhi.</li> <li>The jurisdiction for settlement of any disputes through Court under this contract shall be at Delhi only.</li> </ul>

## 11. Hygiene and Quality Control

11.1	Storage, handling of food items	The storage, handling of materials and products will be in extreme hygienic conditions and as per acceptable norms of the industry. Such storage, handling of raw material and finish products shall be certified as per norms of the industry and its standards.
11.2	Collection of food samples	IRCTC reserves the right to get the material/ food samples / raw material collected and tested at approved laboratories at the cost of the Service provider.

## 12. Other Conditions

12.1	Advertisement/ Publicity/ Sponsorship	Service provider will not engage in or permit any advertisement/ publicity/ sponsorship of any brand or product, directly or indirectly, without prior approval of IRCTC. Displaying, printing of any company/ brand name and its products logo and other details will come under commercial publicity / advertisement and applicable payment of publicity charges and procedures.
12.2	Payment of taxes/dues	Service provider will be liable for payment of all taxes/ duties and other liabilities in respect of the business.
12.3	Liability for compensation/ damages	Service provider shall accept liability for compensation/ damages under the Consumer Protection Act or any other law in respect of performance of the services or in respect of any negligence, act/omission of the Service provider, his workmen, servants and agents.
12.4	Observance and performance certain acts	The bidders shall, at all times indemnify the IRCTC against all claims and penalties which may be suffered by IRCTC or any person employed by them by 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 any other relevant laws and amendments thereafter.

12.5	General	The IRCTC reserves the right to amend any of the clauses of the agreement and also to add fresh clauses from time to time. The rider agreement in this regard shall be executed between the parties within 15 days of the amendment / changes. Further, IRCTC reserves the right to extend or reduce the stipulated in any clause in the tender/License conditions herein above, in order to meet operational exigencies. The decision of Chairman and Managing Director of IRCTC in this regard will be final.
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## 13. Force Majeure

15.1	Shall mean an exceptional event of circumstance, which is beyond the control of Service provider; which such party could not reasonably have provided against before entering into the license; which, having a reason, such party could not reasonably have avoided or overcome; one which is not substantially attributable to the other party. In the event of any unforeseen event directly interfering with the operation of Licence arising during the currency of the Licence agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, acts of God, sabotage; the Service provider/ IRCTC shall, within a week from the commencement thereof, notify the same in writing to the IRCTC with reasonable evidence thereof.
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## Special Conditions of Contract

### **SCOPE OF WORK FOR DEVELOPMENT, OPERATION AND MAINTENANCE OF BHARAT SAMAGAM TENT CITY FOR MAHA KUMBH 2025 PRAYAGRAJ, UTTAR PRADESH:**

#### **SCOPE OF WORK – Broad Guidelines**

Broadly, the Scope of Work shall include the following:

1. Conceptual Design and Erection of the Tent City
2. **Tourist Lounge in the core Sangam Area**
3. Activity Plan for the Tent City
4. Other activities
5. Other facilities
6. Security and other arrangements
7. License/ Permissions /NOCs
8. Publicity
9. Payment terms.

#### **1. Conceptual Design and Erection of the Tent City**

The Agency shall have to create a Concept Plan and layout of the Tent City, to be duly approved by IRCTC including, but not limited to, the following:

<b>Facility</b>	<b>Minimum Area</b>	<b>Number of units</b>
Room Tents (Deluxe Category)	250-350 Sqft per tent	300
Room Tents (Premium Category)	400-550 Sqft per tent	100
Dining Areas/Restaurants	30000 Sqft	2
Lounge	15000 Sqft	1
Recreation Area Indoor	15000 Sqft	1
Recreation Area Outdoor with stage/amphitheater	50000 Sqft	1
Kitchen	6000 Sqft	2
Yoga Room	5000 Sqft	1
Spa/Wellness Center	10000 sq ft	1
Public Area restrooms	2000 Sqft	Separate for Male and Female
Staff Area with tents, washrooms, dining area and kitchen	20000 sq ft	

- To create the Base Structure – Temporary base, drainage network etc.
- All tents to be waterproof, fireproof tents of the highest international standards.
- All Guest areas to be air-conditioned with power back up and high speed wi-fi enabled.
- All Room Tents to have attached Washroom with bath facilities with hot and cold running water.
- Each dining area to have minimum seating capacity of 300 guests.
- The Lounge Area to have minimum sitting capacity of 200 guests.
- Outdoor recreation area to have stage with adequate AV equipment and lighting for cultural and musical performances with seating capacity of 600 people.
- The Kitchen to be equipped with modern equipment to serve mix of Indian and International cuisine.
- Separate staff areas for male & female staff members with separate kitchen and dining for staff to be setup.

- The premium tents to having separate living area and separate bedroom.
- The agency to setup STP for disposal of Human & Food waste as per the guidelines of NGT, SPCB & CPCB.
- Adequate manpower in all departments including reception, kitchen, Food & Beverage service, housekeeping, maintenance and security to manage the operations 24x7.
- Additional Units if required shall be arranged by the Service provider on pro Rata basis on mutual consent with IRCTC.

### Specifications for Tent City

Deluxe/Premium Tents	
1	<p><b>Tents</b> with A.C., Anti-inflammatory coating, fire-resistant tents, odourless, properly anchored to ground against wind pressure and other stability purpose.</p> <p><b>Deluxe Tents</b> to have bedroom with seating area and bathroom</p> <p><b>Premium tents</b> to have separate living area, separate bedroom with bathroom Floor to be made of vinyl/wood veneer with carpets.</p>
2	Double (King/ Queen/ Twin) Bed with mattresses of appropriate thickness and Four pillows (Two soft & Two semi-hard) with Bedsheets, Pillow slips, Quilts, Duvets.
3	<p><b>Deluxe Tents:</b> Seating facility for two persons including comfortable Arm Chairs, Tea Table, Side table, Bed side tables, Bed side lamps, writing table with lamp, etc.</p> <p><b>Premium Tents Living Area:</b> Seating facility for Four persons including Sofas, Arm Chair, Tea Table, Side table, Bed side tables, Bed side lamps, writing table with lamp, etc.</p>
4	LED TV with Cable/ OTT channels
5	Handloom/Handicraft wall pieces, Paintings, Artifacts, etc.
6	Note Pads, Pens, pencils, Menu Cards, Tissue Papers, Costers, Tea Cups, Water tumblers, etc.
7	Electronic Tea Coffee maker with supply of Tea kits including variety of Tea Bags, sugar sachets, Dairy Creamer, Coffee sachets, Stirrer, Package Drinking Water, etc.
8	Wardrobe with hangers, safety vault, laundry bags, shoe shiner.
9	Bathroom Amenities including Hot & Cold running water supply, Body Wash, Shampoo, Moisturizer, Dental Kit, Shaving Kit, Hair Dryer, Gargle Glasses, Shower Cap, Waste bin with bin liner, Disposal Bags, Toilet Rolls, etc.
10	All Bathrooms to have WC with health faucet, Telephone shower, Static shower, Faucet with bucket and mug.
11	<p><b>Restaurant Area</b> to have anti-skid flooring with comfortable seating for 2, 4 and 6 guests, good quality stainless steel cutlery, bone china crockery, flower arrangements, channel music and space for musical performances.</p> <p>The restaurant should serve a mix of A-La-Carte and Fixed/Buffer Menus including Indian and international cuisine (continental, Chinese, Italian, middle eastern etc.) The menu should be completely vegetarian.</p> <p>The Dining Halls/Restaurants should only be used by In-House guests. Entry of non-resident guests should be restricted.</p>

	<p><b>Kitchen area</b> should be equipped with modern equipment such as salamanders, deep fat fryers, ovens, pizza ovens, hot plates, griddle, Chinese woks, Juicers, refrigerators, deep freezers, dough kneading machines, electric exhaust systems, fire safety systems. The area should have separate storage areas for raw material, crockery and cutlery. There should be a separate Dish Wash/Pot Wash Area.</p>
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2. **Tourist Lounge in the Core Sangam Area** To develop a tourist lounge in approx 2-3 acre area located in the core sangam region preferably in the vicinity of “Bade Hanumanji Temple” at Prayagraj Sangam. The lounge shall include the following facilities:

- Separate Washrooms for Males and Females
- Cafeteria
- Provision for Recreational Activities
- Foot Massagers
- Other Cultural activities etc.

### 3. Activity Plan for Tent City

- Morning activities like Yoga, Meditation, cycling, hiking, bird watching etc.
- Day activities like excursions, engagement activities like Spiritual Discourses, film screenings, cooking demos etc.
- Evening Activities like cultural performances, magic shows, musical evenings etc.

### 4. Other activities

During the duration of the Tent City, the Agency may organize the following:

- Cultural Activities using Indian and international celebrities.
- Round Table Discussions, Seminars, workshops etc.
- Food Bazaar, Handicraft Bazaar
- Magic shows, Book Readings, Palmistry, Astrology etc
- Vedic Pooja and chants etc.

#### **Ancillary activities**

- The shops/kiosk created for the purpose of handicraft sale etc. shall be charged by IRCTC on a rent for the period of 60 days i.e. –
  - a) Rs. 50,000 plus GST per shop/kiosk size over 10 Sq Ft.
  - b) Rs. 25,000 plus GST per shop/kiosk size below 10 Sq Ft.
- The shops/kiosks, their activities and their operators shall be informed by the Agency to IRCTC.
- The amount shall have to be paid in Advance before commencement of the Tent City.
- The plan for ancillary activities should be spelt out in the presentation.

### 5. Other facilities:

1. **Information counter:** - Setting up one information counter near by the tent city for disseminating the festival and other related information for the resident delegates.
2. **Medical Facilities:** - Medical Facilities and first aid arrangements with a doctor on call & attending medical staff.

3. **Fire Brigade /Fire Extinguishing system:** - Fire Brigade with a fire extinguishing system with adequate manpower for an emergency should be stationed at the tent city and other prominent locations during all days of the events.
4. **Drinking water Facilities:-**Agency must provide drinking water facilities for the public area.
5. **Transport:** The Service Provider is expected to have adequate number (6 to 10) of Tempo Travellers to be used as Shuttle Service for the movement of guests from the Tent City to the bathing areas and other places of interest within Prayagraj. This service shall be provided complimentary to the guests.  
In addition, there should be adequate number of Golf Carts/Battery Carts for movement within the Tent City
6. The Service Provider should plan adequate Parking Space for various types of vehicles. The Parking Area should be well lit and security personnel should be deployed 24 x 7.

All the expenses related to the information centre, medical facilities, safety and security and waste management will be borne by the agency only.

## **6. Security & Other Arrangements**

- a) Door frame metal detector machines and x-ray machines for baggage to be installed at all entry points to the venue.
- b) Frisking at all entry points to the venue by the unarmed security personnel.
- c) The Agency shall be responsible for all risks associated with the event for the entire duration of the event and for all prior preparation and winding up period with respect to his manpower/ contractors/ property/ material etc. mobilized by him for the event.
- d) The Agency must ensure that all risks associated with organizing the event for the entire duration of the event and prior preparation and winding up period are insured against perils like fire; damages with respect to participants, their property/ material, etc.; public liability carrying any single accident limit of Rs.50 lakhs per person; event cancellation loss towards preparation, advance, commitments etc. and all other related risk coverage.

## **7. License/ Permissions /NOCs**

It shall be the responsibility of the Agency to liaison and coordinate with all respective authorities like Police, Traffic Police, Fire Department, Electricity Department, Municipal Corporation, Councils, Jal Board, Commercial Tax, Excise/ Entertainment Department, etc. and / or any other Authority to obtain necessary NOC's, permissions, licenses on behalf of IRCTC to organize the festival and submit all NOC and No-dues certificates.

## **8. Publicity**

Publicity and promotion of the event outside the venue with minimum 15 hoardings of 15X10 feet size for a period of 60 days to be displayed till last day of the event at main approach roads in the city, proper display and hoardings at Nearest airport and station.

## **9. Payment Terms**

All bookings for the tent city shall have to be made online through IRCTC website only. IRCTC shall retain 11% of the NETT Revenue (NETT revenue is the revenue after the deduction of GST, discounts and agent commission) and balance 89% shall be credited to the service provider account. 80% payment after submission of Invoice in weeks time and balance payment on reconciliation.

License fees quoted by the highest bidder plus GST shall be payable to IRCTC at least 15 Days prior to the commencement of Tent City.

**ANNEXURE-A- Tender Application/Covering Letter**  
**(On Bidder's Company letterhead)**

Dated: \_\_\_\_\_

To,  
**The Group General Manager/Tourism**  
**IRCTC Ltd. M-13, Punj House,**  
**Connaught place, New Delhi 110001**

Sir/Madam,

**Subject: TENDER FOR DEVELOPMENT, OPERATION AND MAINTENANCE OF TENT CITY  
IN THE UPCOMING MAHAKUMBH 2025 AT PRAYAGRAJ, UTTAR PRADESH.**

**Reference: E-Tender No..... dated .....**

We, M/s..... having read and examined in details all the conditions to tender attached here and hereby agree to abide by the said conditions. We offer to do this subject work at the rate quoted by us in the bid document and hereby bind ourselves to complete the work in all respects with the service period mentioned in the tender document. We also hereby agree to abide for carry out the work according to the Instruction to bidders, ***Special conditions of Contract (SCC), General Condition of Contract (GCC), specifications*** for works and other terms & conditions of the bid document.

We also agree to keep this tender open for acceptance for a period of **120** (One Hundred Twenty) days from the date of opening the same.

- Until a formal agreement is prepared and executed, the issuance of letter of award shall constitute a binding contract between us as per the terms and conditions of the tender document subject to modification, as may be mutually agreed to between us as indicated in the letter of acceptance of our offer for this work.

**Bidder's Details are given as under:**

S. No.	Description	To be filled in by bidder
1	Full name of the Bidder (company):	
2	Full address, telephone numbers, fax numbers, and email address of the Primary office of the organization / main / head / corporate office	
3	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email address or equivalent of the bidder's company.	
4	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5	Name, designation, full office address, incl telephone number(s) and email, of the person who is authorized to submit the bid with his/her signatures.	
6	Name, designation and full address of the person dealing with the tender, his/her telephone, mobile, Fax and email address	

Signature .....

Name of the Authorized Signatory .....

Designation: .....

Date: .....

**ANNEXURE 'B'- (FINANCIAL BID)**  
**STAGE- 2 Financial Bid**

**Group General Manager/Tourism**  
**IRCTC Ltd. M-13, Punj House**  
**Connaught Place, New Delhi 110001**

Dear Sir,

**SUBJECT: TENDER FOR ENGAGEMENT OF SERVICE PROVIDER FOR DEVELOPMENT, OPERATION AND MAINTENANCE OF TENT CITY IN THE UPCOMING MAHAKUMBH 2025 AT PRAYAGRAJ, UTTAR PRADESH.**

My/Our financial bid is as under: -

License fee for the Tent City Prayagraj, Uttar Pradesh (Rs. Excluding GST)	TO BE FILLED BY THE BIDDER (License Fee for the activities as per scope of Work)	
	in Figures, Rs.	in Words, Rs.

**Note: Minimum value of license fee will be Rs. 25 lakhs.**

- 1) I/We understand the terms and conditions mentioned in the Bid Document and accept all of them. I/We have digitally signed the Bid Document to acknowledge our acceptance of terms and conditions.
- 2) I/We further certify that we are ready to Refurbish and operate “Bharat Samagam Tent City for Maha Kumbh 2025 Prayagraj, Uttar Pradesh”, as per the terms and conditions of the Bid Document.
- 3) I/We understand that IRCTC reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.
- 4) The Financial offer will remain open for acceptance for 120 (One hundred and twenty) days from the last date of submission of tender.
- 5) The successful bidder will be required to deposit license within 15 days of the date of issue of letter of Award.
- 6) In addition to the above License fee, IRCTC shall retain 11% of the Revenue exclusive of GST from the total Package Cost received through online bookings and offline.

This offer is being made by me/us after taking into consideration all terms and conditions stated in the Bid document and after careful assessment of the site, all risks and contingencies an all other conditions that may affect the Bid.

(This is to be submitted online as per provision of template on tenderwizard portal )



### Annexure –C- CA certificate

Format for Certificate to be issued by Chartered Accountant with respect to experience and turnover of the bidder

**(Original Certificate on the letterhead of the Chartered Accountant along with membership number to be submitted)**

Dear Sir,

We,

(Name of Chartered Accountant firm) \_\_\_\_\_,

Hereby certify that M/s \_\_\_\_\_ (Name of the Bidder),  
\_\_\_\_\_ (Status of the firm viz. Pvt Ltd Company/Partnership Firm etc) is  
in the business of creating and providing temporary accommodation and ancillary infrastructure  
for large gatherings such as Kumbh Mela, Tent Cities, Camping Sites etc. in India since  
\_\_\_\_\_.

We further certify that as per the Audited Books of Accounts of M/s \_\_\_\_\_,  
the turnover in the last five financial years is as under:

Financial Year	Total turnover (Rs.)	<u>Turnover from creating and providing temporary accommodation and ancillary infrastructure for large gatherings such as Kumbh Mela, Tent Cities, Camping Sites etc</u>
2019-20		
2020-21		
2021-22		
2022-23		
2023-24		

Signature of the authorized signatory  
Name & Designation  
Date and Place  
Name of the Firm/Company  
Membership Number  
UDIN No.

**Annexure-D- Self Declaration**  
**(Proprietorship Firms Only)**

Self Declaration

I, ....., S/o Sh. ...., aged about .....years, Prop/authorized signatory of..... do hereby solemnly affirm and declare as follows:-

1. I say that I am an authorized signatory of the company/firm.....and hence competent to sign and swear this self declaration.
2. That the company/firm namely.....has not been debarred/blacklisted/banned by IRCTC or Railways or Ministry of Railways/other CPSUs/Govt. Department as on the date of tender opening.
3. That the company/firm namely.....has not been defaulted by any bank/liquidation as on the date of tender opening in last three years.
4. That I undertake to inform IRCTC about any ban or blacklist imposed by IRCTC/Railway/Ministry of Railway in future and understand that the award shall be kept in abeyance for the period of ban/blacklisting.
5. That this self declaration is given for participation in tender process with IRCTC for **Development, Operation and Maintenance of Tent City in the upcoming Mahakumbh 2025 at Prayagraj, Uttar Pradesh.**

Signature of the bidder

-----seal

Date:

**(Please note that no change in format of declaration is permitted)**

## **Annexure-E- Integrity Pact**

### **INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact or IP) is made on \_\_\_\_ day of \_\_\_\_, 2024 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/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns

#### **Preamble**

The IRCTC intends to award, under laid down organizational procedures, Contract/s for (Tender No.) .....The IRCTC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its bidder(s) and / or contractor(s).

The Integrity Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties.

The essential ingredients of the Pact include:

#### **Section 1- Commitments of IRCTC**

IRCTC commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of 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) IRCTC will, during the tender process, treat all bidder(s) with equity and reason. IRCTC will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not 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. IRCTC will enter into agreements with identical conditions as this one with all bidders and contractors.
- (c) IRCTC will exclude from the process all known prejudiced persons.

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

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.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal with respect to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under IPC/PC Act. Further the Bidder(s)/Contractor(s) will not pass any information or document provided by IRCTC as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically to others
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of their Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of their foreign principals, if any.
- (e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments to be made by them 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.
- (g) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- (h) In case of a Joint Venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all the sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.
- (i) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3- Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years from date of bid submission with any public/government organization that may impinge on the anti-corruption principle 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 4- Violation of Integrity Pact by Bidder(s)/Contractor(s)/Subcontractor(s)**

Any violation of Integrity Pact by Bidder(s)/Contractor(s)/Subcontractor(s) before award or during execution would entail disqualification of the Bidder(s)/Contractor(s)/Subcontractor(s) and exclusion from

future business dealings, as per the existing provisions of GFR 2017, PC Act 1988 and other applicable Financial Rules/Guidelines etc.

## **Section 5 - Compensation for Damages**

- (1) If IRCTC has disqualified the Bidder(s) from the tender process prior to the award according to Section 4, the IRCTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If IRCTC has terminated the contract according to Section 4, 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 6- Independent External Monitor**

- (1) IRCTC has appointed competent and credible Independent External Monitor (IEMs) for implementation of the Integrity Pact after approval by Central Vigilance Commission. The task of IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under the Pact on receipt of any complaint by them from the bidder(s).
- (2) The IRCTC has appointed following two Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission.
  - a) Shri Apurva Varma, IAS (Ret.) as IEM/IRCTC, E-mail: - [apurvavarma1@gmail.com](mailto:apurvavarma1@gmail.com)
  - b) Shri Bharat Prasad Singh. IFoS (Ret.) as IEM/IRCTC, E-mail: - [bps.arunabh@gmail.com](mailto:bps.arunabh@gmail.com)
- (3) The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc. .
- (4) The Bidder(s)/Contractor(s)/Subcontractor(s) accepts that the IEMs have the right to access to all documents/records pertaining to the tender for which a complaint or issue is raised before them, as and when warranted.
- (5) The IEMs are under contractual obligation to treat the information and documents of the bidder(s)/contractor(s)/ Sub contractor(s) with confidentiality. The IEMs have 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 role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP. The final authority for implementation of IP is CMD, IRCTC.
- (7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bond manner. However, not more than five meeting shall be held for a particular dispute resolution, the Fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the Organization/Contractor(s) may take further action as per the terms and conditions of the contract
- (8) The role of CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions

of the CVC Act or Vigilance Manual, if a complaint is received by him/her or directed to him/her by the Commission. CVO and/or the officials of the vigilance wing should not be associated by IEMs during examination of the complaints in any manner.

- (9) The Word 'IEM' would include both singular and plural.

#### **Section 7- Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor(s) 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim made/ lodged during this time, the same shall be binding and will continue to be valid even after lapse of this pact as specified above, unless it is discharged/determined by the CMD,IRCTC.

#### **Section 8- Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the place of Registered Office of 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) 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.
- (4) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure (if any), 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-F- NDA**  
**(To be executed on Non-Judicial Stamp Paper of Rs. 100 value)**

**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 and 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

TENT CITY IN THE MAHAKUMBH 2025 AT PRAYAGRAJ, UTTAR PRADESH

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 therefor.
- 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.
9. **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.
10. **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.

- 11. 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.
- 12. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 13. 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.
- 14. Forum:** the recipient shall submit to the exclusive jurisdiction of the courts in Delhi, India to adjudicate any dispute arising out of this agreement.
- 15. 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)*

- 16. 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/Tourism

M-13, Punj House,

Connaught Place, New Delhi-110002

IF to Recipient:

*(Recipient)*

*(Recipient's Address)*

- 17. Headings:** Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent
- 18. 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
- 19. 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.
- 20. 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.
- 21. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26.** This Agreement is governed by and shall be construed in accordance with the laws of India.
- 27. 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.

<p><b>For and on behalf of IRCTC</b>  Name of the Organization: Indian Railway Catering and Tourism Corporation Limited (IRCTC)  Sign:    Name:  Designation:  <b>Witnessed by:</b>  Sign:    Name:  Designation:</p>	<p><b>For and on behalf of RECIPIENT</b>  Name of the Organization:    Sign:  Name:  Designation:  <b>Witnessed by:</b>  Sign:  Name:  Designation:</p>
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**Annexure-G- Document Checklist**  
**STAGE – 1 (PART A)**  
Document Checklist and Format (Mandatory)

S. No.	Documents to be submitted by the bidder	Tender Reference/ Format under SCC	<u>File Name of each document furnished by the bidder in its Technical bid (To be filled-in by the bidder)</u>
<b>MANDATORY DOCUMENTS</b>			
1.	<p>Bidder Existence:</p> <ul style="list-style-type: none"> <li>Copy of Certificate of Incorporation with Memorandum &amp; Articles of Association of the firm.</li> </ul> <p style="text-align: center;">OR</p> <p>Copy of Partnership Deed</p> <p style="text-align: center;">Or</p> <p>Self Declaration by Proprietor</p> <p style="text-align: center;">Or</p> <p>In case of JV bidders, the above mentioned documents are required from all the partners</p> <p style="text-align: center;">/</p> <p>In case of consortium lead member should furnish the above documents certifying the registration for atleast 5 years. The other members need to submit the proof of valid registration</p> <p style="text-align: center;">And</p> <ul style="list-style-type: none"> <li>Certificate from Chartered Accountant regarding the business activities of the firm.</li> </ul>	Item No. 1 of Minimum Eligibility Criteria	
2.	Certificate from Chartered Accountant with UDIN mentioning aggregated turnover of Rs. 15 Crores from the business of providing temporary accommodation and ancillary infrastructure in any of the three Financial Years out of the last five Financial Years combined together. (2019-20, 2020-21, 2021-22, 2022-23 and 2023-24)	Item No. 2 of Minimum Eligibility Criteria	
3.	<p>Copies of Completion Certificates mentioning the period and nature of work.</p> <p style="text-align: center;">OR</p> <p>Certificate from Chartered Accountant mentioning the location, time period, number of tents of each tent city.</p>	Item No. 3 of Minimum Eligibility Criteria	
4.	Copy of Title/Lease Deed or other documents towards evidence of availability of land with the bidder	Item No. 4 of Minimum Eligibility Criteria	
<b>GENERAL DOCUMENTS</b>			
5.	Undertaking/self declaration on the company's letterhead as per <b>Annexure-D</b>	Other document of Minimum Eligibility Criteria	
6.	Integrity pact	Annexure-E	

7.	Tender Application/Covering Letter	Annexure-A	
8.	Copy of- GST Registration Certificate, and PAN Card	Other document of Minimum Eligibility Criteria	
9.	Consortium Agreement- If Applicable	Other document of Minimum Eligibility Criteria	
10.	MSME/ Startup Certificate- If Applicable	Other document of Minimum Eligibility Criteria	

## ANNEXURE-I - Consortium Agreement

### Prime Bidder and Consortium detail

<<On non-judicial stamp paper of appropriate value to be purchased in the name of executant's companies or as required by the jurisdiction in which executed>>

This Consortium Agreement executed on this ..... day of..... Two Thousand ..... By:

M/s. ....a Company incorporated under the laws of.....and having its registered office at..... (Hereinafter called the "Lead Member/First Member" which expression shall include its successors);

And

M/s. .... a Company incorporated under the laws of ..... and having its registered office at..... (Hereinafter called the "Second Member" which expression shall include its successors)

The Lead Member/Prime/Lead Member and the Second Member shall collectively hereinafter be called as the "Consortium Members" for the purpose of submitting a proposal (hereinafter called as "Bid") for the work of .....(Name of project) of IRCTC (hereinafter called the "Owner") in response to Request for Proposal Document (hereinafter called as "tender" Document) Dated..... for the purposes of submitting the bid no. ....and entering into a contract in case of award for the work of ..... (Name of work) .....

WHEREAS, the Owner invited bids vide its tender document no. ....for the work of.....AND WHEREAS as per document, Consortium bids will also be considered by the Owner provided they meet the specific requirements in that regard.

AND WHEREAS the bid is being submitted to the Owner vide proposal dated ..... based on the Consortium Agreement and the bid with its forms and submission documents, in accordance with the requirement of tender conditions and requirements have been signed by all the partners and submitted to the Owner.

AND WHEREAS Clause <> of tender document stipulates that a Consortium of maximum <2> companies, meeting the requirements stipulated in the tender document may submit a Proposal signed by Lead Member of the Consortium Members so as to legally bind all the Members of the Consortium to the Owner and duly signed Consortium Agreement shall be attached to the Proposal.

NOW THEREFORE, in consideration of the mutual covenants of the members of the Consortium, the sufficiency whereof is hereby acknowledged and other good valuable consideration, we agree as follows:

1. We the members in the Consortium hereby confirm that the name and style of the Consortium shall be.....
2. M/s. ....shall act as Lead Member for self, and for and on behalf of M/s ..... (Second Member) and further declare and confirm that we shall jointly and severally be bound unto the Owner for the successful performance of the obligations under the Request

for Proposal (tender) and resulting Contact Agreement(s) submitted / executed by the Lead Member in the event of the selection of Consortium. Further, the Lead member is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the consortium.

3. The composition or the constitution of the consortium shall not be altered without the prior consent of the IRCTC.
4. The roles and responsibilities of the lead member and second member of the consortium for execution of various components/activities as defined in the tender document shall be as under:

S. No.	Project Component/Activity	Roles & Responsibility of Lead Member	Roles & Responsibility of Consortium Member(s)
1			
2			
3			
4			

5. It is agreed that the lead member shall be liable for the entire scope of work and risks involved thereof. It is also agreed that all non-lead member of the consortium shall be held equally responsible along with the lead member for the obligations under the tender Document, Contract and this Agreement, as per the scope of work, roles and responsibility agreed in this agreement.
6. For the purpose of this Agreement, the tender Document and the Contract, the Lead member shall be the single point of contact for the IRCTC, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the tender Document.
7. If IRCTC suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection pursuant to tender (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the tender and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to IRCTC on its demand without any demur or contest. IRCTC shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the IRCTC to proceed against the Lead bidder before proceeding against or dealing with the other Member.
8. The financial liability of the Consortium Members to the IRCTC, with respect to any of the claims arising out of the performance or non-performance of obligations under the tender and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members.
9. It is expressly agreed by the Members that all the due payments shall be made by the IRCTC to lead member only.
10. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Delhi shall have the exclusive jurisdiction in all matters arising there under.
11. It is also hereby agreed that Lead Member shall, on behalf of the Consortium shall submit the Bid and performance Security as specified by purchaser in the tender document.
12. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by IRCTC
13. This Agreement shall come into force as of the date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Parties under the Contract, tender Document and under this Agreement.
14. Any other terms and conditions not in contradiction to the tender and above-mentioned terms and conditions.

IN WITNESS WHEREOF, the Members to the Consortium agreement have through their authorised representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

<p>Common Seal of.....has been affixed in my/our Lead Member presence pursuant to Board of Director's resolution dated .....</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s.....</p> <p>(Lead Bidder)</p> <p>(Signature of authorized representative) Name:</p> <p>Designation:</p>
<p>Common Seal of.....has been affixed in my/our Lead Member presence pursuant to Board of Director's resolution dated .....</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s.....</p> <p>(Second member)</p> <p>(Signature of authorized representative) Name:</p> <p>Designation:</p>

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.



**Appendix-A- Service Agreement**  
**(To be executed on Non-Judicial Stamp Paper of Rs. 100 value)**  
**(to be submitted after award of contract)**

**SERVICE AGREEMENT FORMAT**

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 2022 and shall be effective from \_\_\_\_\_

BETWEEN

The Indian Railway Catering and Tourism Corporation Limited (IRCTC) (hereinafter referred to as “the Purchaser”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

The Party \_\_\_\_\_ (hereinafter referred to as “the Contractor/Service provider”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns having its registered office at \_\_\_\_\_ of the Second Part.

WHEREAS

- a) The Purchaser had invited Tenders vide their Tender No. \_\_\_\_\_ (hereinafter referred to as ‘Tender Document’) for “\_\_\_\_\_”
- b) The Contractor/Service provider had submitted its proposal in the above said bid (hereinafter referred to as the ‘Tender’) for the provision of such services in accordance with its proposal as set out in its Tender and in accordance with the terms and conditions of the Tender and this Contract.
- c) The Purchaser has agreed to appoint the Contractor for the provision of such services and the Contractor/Service provider has agreed to provide services as are represented in the Tender, including the terms of this Contract, the Schedules attached hereto and in accordance with the terms of the Tender, and in terms of the discussions, negotiations and clarifications in relation to the implementation of the scope of work.
- d) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - a) Purchase Order/LoA/Contract
  - b) Tender Document and corrigendum/addendum if any
  - c) General Conditions of Contract
  - d) Special Conditions of Contract
  - e) Bid response submitted by the bidder, including any clarifications sought by IRCTC
  - f) Integrity Pact

3. In consideration of the payments to be made by the Purchaser to the Contractor/Service provider as hereinafter mentioned, the Contractor/Service provider hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Contractor/Service provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

**Signed, Sealed and Delivered by the said**

\_\_\_\_\_

**Signed, Sealed and Delivered by the said**

\_\_\_\_\_

**(For the IRCTC in the presence of:**

\_\_\_\_\_ **(WITNESS)**

**(For the Contractor) in the presence of:**

\_\_\_\_\_ **(WITNESS)**

**Appendix-B- Bank Guarantee Format**  
**Proforma of Bank Guarantee for contract Security Deposit (SD)**

Ref..... Date .....

Bank Guarantee No.....

To  
GGM/Tourism,  
Indian Railways Catering and Tourism Corporation Ltd,  
Punj House , M-13, Connaught Place, New Delhi – 110001.

1. Against contract vide Advance Acceptance of the Tender No..... dated .....covering supply/ installation/commissioning of ..... (hereinafter called the ‘Contract’), entered into between the GGM/T/IRCTC (hereinafter called the IRCTC) and..... (hereinafter called the ‘Service provider/Contractor’) this is to certify that at the require of the Contractor we .....Bank Ltd., are holding in trust in favour of the GGM/T/IRCTC, the amount of..... (write the sum here in words) to indemnify and keep indemnified the GGM/T/IRCTC against any loss or damage that may be caused or likely to be caused to or suffered by GGM/T/IRCTC by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or the performance thereof whether any breach of any of the terms and conditions of the said contract and or in the performance thereof has been committed by the Contractor and amount of loss or damage that has been caused or suffered by GGM/T/IRCTC shall be final and binding on us and the amount of the said loss or damage shall be paid by us forth with on demand and without demur to GGM/T/IRCTC.
2. We, .....Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Contractor i.e. till .....(viz. the date up to 6 months after the last date of contract period/warranty on goods/services supplied under the contract) hereinafter called the “said date” and that if any claim accrues or arises against us, .....Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us ..... Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from IRCTC.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we.....Bank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of IRCTC.

4. We .....Bank Ltd., further agree that the IRCTC shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by IRCTC against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and We .....Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation of extension being granted to the said Contractor or for any forbearance and or omission on the part of IRCTC or any indulgence by IRCTC to the said Contractor or by any other matter the effect of so releasing us from our liability under this guarantee.
5. We ..... Bank Ltd. further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Contractor.

Date.....

Signature .....

Place .....

Printed Name.....

Witness .....  
(Designation)

.....  
(Bank's Common Seal)