



INDIAN RAILWAY CATERING & TOURISM CORPORATION LIMITED  
(A Govt. of India Enterprise (Navratna) under Ministry of Railways)  
“CIN: L74899DL1999GOI101707”

Website: [www.irctc.com](http://www.irctc.com)

**LIMITED E-TENDER DOCUMENT**

**Notice Inviting Limited Tender for Appointment of Consultant For  
Preparation of Strategic Document  
on IRCTC 2.0:- Identifying Focus Areas and Business Growth Strategy  
(2-Packet Tender)**

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## **SECTION-I: NOTICE INVITING LIMITED E-TENDER**

### **Sub: Notice Inviting Limited Tender for Appointment of Consultant For Preparation of Strategic Document on IRCTC 2.0:- Identifying Focus Areas and Business Growth Strategy**

Indian Railway Catering and Tourism Corporation Limited (referred as 'IRCTC') invites limited Tender for **Appointment of Consultant For Preparation of Strategic Document on IRCTC 2.0:- Identifying Focus Areas and Business Growth Strategy** on the terms & conditions prescribed in the tender document.

Tender Title	Appointment of Consultant For Preparation of Strategic Document on IRCTC 2.0:- Identifying Focus Areas and Business Growth Strategy
Mode of Tender	Limited E-Tender
Type of Offer	Two-Packet – Technical Bid and Financial Bid Packets
Last date and time of tender submission	<b>03.04.2025 upto 1500 Hrs</b>
Date and time of Opening of E- Tender (Technical Bid Packet)	<b>03.04.2025 at 1530 Hrs</b>
Earnest Money Deposit	Rs. 13.20 Lacs only
Estimated Value of the Contract	Rs. 6.60 Crore (Exclusive of taxes)
Address for correspondence	General Manager/Corporate Coordination Indian Railway Catering and Tourism Corporation Ltd. 4th Floor, Tower-D, World Trade Center, Nauroji Nagar, New Delhi-110029
Cost of E-Tender	Nil

## **SECTION-II: DISCLAIMER**

1. This E- Tender document is not an agreement and is not an offer or invitation by IRCTC to any party other than the applicants (bidders) who are qualified to submit their proposals. This E-tender is being issued by the Indian Railway Catering and Tourism Corporation Limited (“IRCTC”) for the purpose of **“Appointment of Consultant For Preparation of Strategic Document on IRCTC 2.0:- Identifying Focus Areas and Business Growth Strategy”**.
2. The information contained in this Tender document is being provided by IRCTC for the limited purposes of enabling the applicants to submit a response to this tender for undertaking the work and for no other purpose. In no circumstances shall IRCTC, or its respective advisors, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this tender.
3. This tender includes statements, which reflect various assumptions and assessments arrived at by the IRCTC in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. The prospective bidder should conduct detailed analysis and study for authenticating the accuracy and completeness of the information provided in the bid document and wherever necessary and obtains independent opinion from appropriate sources.
4. This tender is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by IRCTC, its respective advisors, consultants, contractors, servants and/or its agents in relation to the accuracy, adequacy or completeness of such information or statements made nor shall it be assumed that such information or statements will remain unchanged.
5. The bid document may not be apposite for all persons interested in bidding as it is not possible for the IRCTC or any of their employees or advisors to take into consideration the financial and investment objectives, financial situation as well as specific needs of each party who reads or uses this Bid document. Each applicant should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender and obtain independent advice from appropriate sources.
6. Nothing in this tender shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the applicants in connection with the preparation or submission of their application. IRCTC reserves the right to amend this tender or its terms and any information contained herein or to cancel the process or altogether abandon the work at any time by notice, in writing, to the applicants.
7. IRCTC also accepts no liability of any nature whatsoever whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this tender.
8. IRCTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender.
9. Laws of the Republic of India are applicable to this tender.
10. Courts at New Delhi only have exclusive jurisdiction to adjudicate upon any dispute relating to tender.

### **SECTION-III: INSTRUCTIONS FOR BIDDERS**

1. IRCTC invites Bids in two bid system (Two Packet) for Appointment of Consultant For Preparation of Strategic Document on IRCTC 2.0:- Identifying Focus Areas and Business Growth Strategy for a period of **three (3) months**. Offers to provide these services are invited from agencies having experience of providing such services.
2. The tender is not transferrable.
3. The intending bidders are advised to study the document carefully and acquaint themselves with the conditions therein as they shall form an integral part thereof.
4. The **tender** document may be viewed at IRCTC's website <http://www.irctc.com> & [www.gem.gov.in](http://www.gem.gov.in) and will be submitted/received only at [www.gem.gov.in](http://www.gem.gov.in) as prescribed in the instructions to the bidders.
5. No manual tender document will be accepted.
6. Bidders are required to deposit EMD of **Rs. 13.20 Lacs** online as per details account details mentioned below:-

ACCOUNT NAME	IRCTC LIMITED
BANK NAME	ICICI BANK
BANK BRANCH ADDRESS	New Delhi Branch, 9A, Phelps, Connaught Place, New Delhi – 110 001
ACCOUNT NUMBER	000705050097
IFSC CODE	ICIC0000007

In case of non submission of said EMD, the bid will be summarily rejected. It may be noted that EMD of **Rs. 13.20 Lacs** is to be deposited mandatorily. It may also be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.

7. To participate in the Limited E- Tender, it is mandatory for the bidders to register themselves on the website [www.GeM.gov.in](http://www.GeM.gov.in) and obtain User ID & password which is required for submitting the tender .
8. Firms to upload all annexures along with supporting documents in support of eligibility criteria. Conditional offer will not be considered.
9. Corrigendum/Addendum to this tender, if any, will be published on website [www.irctc.com](http://www.irctc.com) & [www.gem.gov.in](http://www.gem.gov.in) only . No newspaper advertisement shall be issued for the same.
10. For any difficulty in downloading & submission of tender document on website [www.GeM.gov.in](http://www.GeM.gov.in), please contact GeM customer support.
11. At any time prior to the tender submission date, IRCTC may, for any reason, whether at its own initiative or in response to clarifications requested by an agency, modify the tender document through the issuance of Corrigendum/Addendum which will be published on IRCTC website [www.irctc.com](http://www.irctc.com) & [www.gem.gov.in](http://www.gem.gov.in). IRCTC may, at its discretion, extend the tender submission date.
12. The tender shall remain valid for a period of **one hundred and twenty (120)** days from the due date of submission (Offer Validity Period). Validity of tender may be extended for a specified additional period. Offers with validity less than 120 days shall be considered as non responsive and shall be summarily rejected.
13. Any failure on the part of bidder to observe the prescribed procedure and any attempt to canvass for the work shall render its offer liable for rejection.

14. IRCTC may terminate the contract at any stage if it is found that the successful bidder is black listed by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.
15. IRCTC reserves the right to reject any / all offers or withdraw the Limited E-Tender at any stage without assigning any reasons. Nothing contained herein shall confer any right upon a bidder or any obligation upon IRCTC.
16. It would be desirable that prior to the submission of offer, the bidder has made a complete and careful examination of the requirements and other information set forth in this tender document.
17. IRCTC shall not be liable for any mistake or error or neglect by the bidder in respect of the above.
18. No offer shall be modified or withdrawn by the bidder after the tender submission date. However, IRCTC may at its discretion seek clarifications from the parties concerned, if any.
19. The selected agency will have to submit the letter of acceptance and sign an agreement with IRCTC within **07 days** of the issue of LOA from IRCTC as per format.
20. From the time the technical proposals are opened till the time the tender process is finalized, if any agency wishes to contact IRCTC on any matter related to its proposal, it should do so only in writing. Any effort by the agency to influence IRCTC in the proposed evaluation or contract award decisions may result in rejection of the proposal of the agency.
21. IRCTC reserves the right not to proceed with the Tender process at any time without notice or liability and to reject any or all Bid without assigning any reasons whatsoever.
22. In terms of the Institute of Chartered accounts of India notification dated 02.08.2019 the following guidelines have been issued for information of public and necessary compliance of Member of Institute:-
  - i) A member of the institute in practice shall generate Unique document identification number (UDIN) for all kinds of the certification, GST and Tax Audit reports and other Audit, Assurance and attestation functions undertaken/signed by him which made mandatory from the following dated through announcements published on the website of the ICAI [www.icai.org](http://www.icai.org) at the relevant time:-
    - a) For all Certificates w.e.f. 1<sup>st</sup> February, 2019.
    - b) For all GST and Tax Audit Reports w.e.f 1<sup>st</sup> April 2019.
    - c) For all other Audit, Assurance and attestation functions w.e.f. 1<sup>st</sup> July 2019.

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

### **23. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.**

- a) Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority, specified in **Annexure VIII**.
- b) "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'Service provider in certain contexts) means any person or firm or company, participating in a procurement process.
- c) "Bidder from a country which shares a land border with India" for the purpose of this Order means
  - i. An entity incorporated, established or registered in such a country; or
  - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
  - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - iv. An entity whose *beneficial owner* is situated in such a country; or

- v. An Indian (or other) agent of such an entity; or
  - vi. A natural person who is a citizen of such a country; or
- d) "Beneficial owner" for the purpose of paragraph 29 (C) (IV) above will be as under:
- I. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
- Explanation—
- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
  - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - II. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - III. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - IV. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - V. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- e) "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.
- f) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- g) Bidder shall submit the **Certificate/Declaration under Rule 144 (xi) in the General Financial Rules (GFRs), 2017 as per** format prescribed at “Annexure –VIII” for compliance of OM of MoE dated 23.07.2020. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Non-submission of Certificate may lead to summarily rejection of offer.
- h) **Validity of registration by Competent Authority:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder has validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during

contract execution. **Competent Authority and Procedure for Registration Refer Annexure- XI.**

- i) Notwithstanding above, the terms & conditions mentioned above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

#### **24. SCHEDULE OF PROCESS**

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

<b>SN</b>	<b>Event Description</b>	<b>Event Date&amp; Time/Details</b>
<b>1</b>	Last Date and Time of Submission of Bids	03.04.2025 upto 1500 hrs
<b>2</b>	Opening of Technical Bids	03.04.2025 at 1530 hrs
<b>3</b>	Tenure of Contract	T + 3 months
<b>4</b>	Estimated Value of the Contract	<b>Rs. 6.60 Crore (Exclusive of taxes)</b>
<b>4</b>	Earnest Money Deposit	<b>Rs. 13.20 Lakh</b>
<b>5</b>	Address	General Manager/Corporate Coordination Indian Railway Catering and Tourism Corporation Ltd. 4th Floor, Tower-D, World Trade Center, Nauroji Nagar, New Delhi- 110029

**(T = 01 Week from Date of Award)**



#### **SECTION-IV:-GENERAL TERMS & CONDITIONS (GCC)**

##### **A. General Terms:**

- i. The Technical Bid should not contain any indication of the price. In case any indication of the price quoted is included in the Technical Bid, such Bid(s) will be rejected without any reference to the Bidder. No correspondence will be entertained in this regard.
- ii. Amendments and clarifications, if any, to this Tender, will only be hosted on the website of IRCTC at [www.ircet.com](http://www.ircet.com) and [www.gem.gov.in](http://www.gem.gov.in). The Bidders are, therefore, advised to visit the IRCTC website regularly till the Bid Due Date.
- iii. No Bidder shall submit more than one Bid (Technical and Financial bid) for the purposes herein contained.
- iv. The Bidders shall be responsible for all the costs associated with the preparation of their bids and their participation in the Tender process. IRCTC shall not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the Tender process.
- v. It shall be deemed that by submitting the bid, the Bidder has:
  - a) Made a complete and careful examination of the Tender
  - b) Received all relevant information requested from IRCTC
  - c) Accepted the risk of inadequacy, error or mistake in the information provided in the Tender or furnished by or on behalf of IRCTC.
  - d) Agreed to be bound by the undertakings provided by it under and in terms thereof.
- vi. It shall be deemed that by submitting the bid, the Bidder agrees and releases IRCTC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder and/ or in connection with the bidding process, to the fullest extent permitted by applicable law, and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.
- vii. IRCTC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tender or the bidding process, including any error or mistake therein or in any information or data given by IRCTC.
- viii. The Bidder shall provide all the information sought under this Tender. IRCTC will evaluate only those bids that are received in the required formats and complete in all respects. Incomplete and / or conditional bids shall be summarily rejected.
- ix. Any alteration / modification in the bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by IRCTC, shall not be considered. Further, no correspondence in that regard from the Bidders shall be entertained by IRCTC.
- x. It is clarified that pre-qualification of Bidders shall be entirely at the discretion of IRCTC. Bidders will be deemed to have understood and agree that no explanation or justification on any aspect of the bidding process or selection shall be given by IRCTC.
- xi. Any information contained in the bid submitted by the Bidder(s) shall not in any way be construed as binding on IRCTC, its agents, successors or assigns, but shall be binding against the Bidder(s), if any project is subsequently awarded to it under the bidding process on the basis of such information.
- xii. IRCTC reserves the right not to proceed with the Tender process at any time without notice or liability and to reject any or all Bid without assigning any reasons whatsoever. IRCTC also has the right to amend, and/or re-issue the Tender without the Bidder(s) having any right to object to such reissue.

- xiii. All documents and other information supplied by IRCTC or submitted by any Bidder to IRCTC shall remain or become the property of IRCTC. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bids. IRCTC shall not return any bid or any information provided by a Bidder along with its Bid.
- xiv. IRCTC reserves the right to reject any bid or offer (as defined here in after) if:
- at any time a material misrepresentation is made or uncovered;
  - any ambiguity, non-clarity and/or apparent mistake is/are determined by IRCTC;
  - No clarification(s), information is provided by a Bidder, upon being required to do so by IRCTC.
  - Such misrepresentation/improper response shall lead to the disqualification of the Bidder. Notwithstanding anything contained in this Tender, IRCTC reserves the right to accept or reject any / all offers and to annul the Tender process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- xv. Except as provided in this Tender, IRCTC shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.
- xvi. The Bid should be furnished in the format as provided, clearly indicating the amounts in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount which results in lowest unit payable by IRCTC will be taken into consideration.
- xvii. Action on withdrawal of bids on various situations of defaults by firms:-
- If Selected bidder after opening of tender withdraws offer before issuance of LOA or after issue of LOA before commencement of service without depositing security deposit.  
  
**Action:-**Work will be retendered and firm will be debarred for 01 year from participating in all future tenders of IRCTC. After one year, offer of the firm will be considered on submission of EMD.
  - Exit from contract after depositing of Security deposit after commencement of service.  
  
**Action:- Forfeiture of SD** as Damages, without prejudice to any other right or remedy that may be available to IRCTC under the Tender documents and/ or the Contract, or otherwise. Work will be retendered and firm will be debarred for 01 year from participating in all future tenders of IRCTC. After one year, offer of the firm will be considered on submission of EMD.
- xviii. 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.

**B. Security deposit:**

- The Selected Bidder shall deposit/furnish to IRCTC a sum of 5 % (five percent) of the total value of the Contract towards interest free security deposit ("**Security Deposit**"), within 15 Days of the award of Contract / letter of intent (LOI). The Security Deposit shall be deposited by the Selected Bidder by way of DD/NEFT.
- The Security Deposit shall remain valid for a period of 60 days, beyond the date of completion of all contractual obligations.
- The Security Deposit will be refunded / discharged after 60 days of the successful completion of

the Contract after adjustment / settlement of Damages/dues, if any, that may be imposed under the terms and conditions of the Contract.

- iv. Notwithstanding anything mentioned to the contrary in this Tender or the Contract, upon any default or breach of obligations by the Selected Bidder under the Contract, IRCTC may at its sole discretion invoke the Security Deposit to satisfy its claims against the Selected Bidder by way of imposition of Damages or otherwise, irrespective of any other remedy under this Tender or the Contract. In such an event, the Selected Bidder shall be obligated to ensure that the Security Deposit is restored to its original value within fifteen (15) working days from such invocation failing which the same shall be deemed as a material breach by the Selected Bidder and shall entitle IRCTC to terminate the Contract.

**C. Release of Contract:**

The successful bidder shall be required to execute an agreement on non-judicial stamp paper of Rs.100/- at his cost, within 30 days of award of contract. Till then the terms and conditions as per this tender document and letter of award shall form the binding agreement between IRCTC and the successful bidder. Contract will be finalized from the Registered Office of IRCTC Ltd, New Delhi.

**D. Price negotiation:**

As it is not the general norm for IRCTC to carry out price negotiations, following evaluation of the Commercial Bids, the Bidders are advised to submit their best quotes in response to this Tender. IRCTC however, reserves the right to carry out negotiations in exceptional cases with the Selected Bidder.

**E. Validity of bid:**

- i. Bids should be valid for a period of 120 (One Hundred Twenty) days from the date of opening of Financial Bid.
- ii. The Tender price quoted by the Bidders shall not increase till completion of the Contract. No request for increase in prices quoted for the services shall be entertained during the subsistence of the Contract.

**F. Documentation:**

All relevant documents (whether required under the Tender or sought for by IRCTC at a later stage) will be submitted by the Bidders and/or the Selected Bidder, as the case may be, at their own cost. IRCTC reserves the right to verify all statements, information and documents submitted by the Bidders in response to the Tender and the Bidder shall, when so required by IRCTC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by IRCTC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of IRCTC hereunder.

**G. Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising IRCTC in relation to, or matters arising out of, or concerning the Tender process. IRCTC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. IRCTC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity or IRCTC or as may be required by law or in connection with any legal process.

**H. Corrupt or Fraudulent Practices**

IRCTC reserves the right to verify the authenticity of the documents submitted as technical bid –

Packet-A, by the applicant. IRCTC shall inspect the physical assets of the successful bidder / applicant as declared in the technical bid (Packet-A). If such an applicant is awarded the Bidder and on a later date if it is noticed that the Bidder has engaged in corrupt or fraudulent practices, in competing for or in executing the Bid, the Bidder may, after giving 14 days notice to the Bidder, IRCTC may have right to terminate the agreement. For the purpose of this Sub-Clause:

**“Corrupt practices”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in License execution;

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

**I. Inspection Clause:**

As part of the evaluation of the Technical Bids, IRCTC reserves the right to inspect at its own cost the facility / facilities of the Bidders in order to assess their infrastructure and capability for carrying on the Contract as indicated in this Tender.

In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the Letter of Award or entering into the Contract, and if the Selected Bidder has already been issued the Letter of Award or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by IRCTC to the Selected Bidder without IRCTC being liable in any manner whatsoever to the Selected Bidder. In such an event, IRCTC shall be entitled to forfeit and appropriate the Security Deposit or Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to IRCTC under the Tender documents and/ or the Contract, or otherwise.

**J. Conflict of Interest**

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

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

**K. Termination of Contract:**

The Contract may be terminated under the following circumstances:

- In the event of unsatisfactory performance of the Contract / deficiency of service by the selected bidder, IRCTC will have the right to terminate the Contract by giving Fifteen (15) days prior written notice.

- **Forfeiture of Security Deposit:** In the event of exit by the successful bidder without completion of awarded work before the period stipulated in this clause, the Security Deposit of the agency will be forfeited by IRCTC.

**L. Service of Notices on Agency:-**

The Agency shall furnish to IRCTC the name, designation and address of its authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Agency, if delivered to the Agency or its authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Agency to the IRCTC.

**M. Jurisdiction:**

Any dispute whatsoever shall be subject to the exclusive jurisdiction of the Courts at New Delhi, India.

**N. Invoicing and Payment Clause:**

Fee payment for Project will be as per prevalent GST norms. The payments shall be released to the selected bidder as per following schedule:

SN	Deliverables	Timeline (from Start of Project)	%Payment
1.	Commencement of Work	T+1 Weeks	10%
2.	Inception Report detailing out approach, work plan, key milestone for the project and acceptance.	T+2 Weeks	10%
3.	A draft report on 5-year Plan on Core competencies and eschew forays into unrelated and risky areas	T+3 Weeks	30%
4.	Acceptance of final report by IRCTC upon presentation of the final study / recommendation to IRCTC Committee / Board of Directors		50%

**(T = 01 Week from Date of Award)**

The financial bid submitted by the Bidders must be in conformity with the payment terms proposed by the IRCTC. Any deviation from the proposed payment terms would not be accepted. The IRCTC shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the IRCTC. If any of the items/ activities as mentioned in the price bid is not taken up by the IRCTC during the course of the assignment, the IRCTC will not pay the fees quoted by the Bidder in the price bid against such activity/item. The payment shall be released to the selected bidder within 15 working days, based on the monthly invoices raised by a selected bidder, on the basis of satisfactory performance, as per timeline mentioned above

IRCTC shall make payment by e-payment mechanism for which consultancy firm has to complete the necessary requirements. It shall be subject to adjustments for Damages/deductions as advised by IRCTC and subject to deduction of applicable tax deduction at source (TDS)

Consultancy firm besides submitting hard copies of the report in triplicate shall submit soft copies of the report to IRCTC by e-mail and Pen Drive. Interim and Final copies so submitted by

the Consultancy firm to IRCTC shall be the property of IRCTC.

**Implementation Support-B:- Vide Point No. 4 (F) of SECTION-V: SPECIAL CONDITIONS OF CONTRACT (SCC),** IRCTC may or may not undertake the Implementation Support from the bidder. In case, IRCTC intends to undertake the implementation support from the selected bidder, the payment shall be released to the selected bidder within 15 working days, based on the monthly invoices raised by a selected bidder, on the basis of satisfactory performance.

**O. Penalty clause for delay/deficient/non-performance:**

If the overall performance of the Selected Bidder is poor and/or not up to the mark for the deliverables mentioned in Scope of Work, then the following penalty will be levied:

- i. A schedule of work with timeline shall be submitted by the Agency within a week of the issuance of Letter of Award.
- ii. **The non-delivery/non-compliance of any specific service/work shall attract penalties which shall be imposed and deducted from the Agency's bills.**
- iii. If there is no improvement in the specific service/work after imposition of the first penalty, then IRCTC reserve the right to terminate the contract along with other rights to recover the damages from pending dues including security money deposit.
- iv. **Penalty may also be imposed in the following conditions:-**
  - a. In case of any damage is caused by the contractor to any IRCTC property, the cost of such damages will be recovered from the contractor bill.
  - b. If any compensation /penalty is to be paid by the IRCTC in compliance of the order/judgment passed by the court, consumer forum or any other law enforcing agency on default of the contractor or his personal/servant/employee to the complainant, the said amount shall be liable to be paid by the successful bidder. The decision of the IRCTC administration in this regard shall be final and binding on the bidder.
  - c. The agency shall be liable to be penalized for any undesirable activities, endangering the image of IRCTC. In this regard, decision of Accepting Authority will be final.

**P. Dispute Redressal Mechanism**

**a) Demand for Arbitration:**

1. In the event of any dispute or difference between the parties hereto as to the construction or operation of this document or the respective rights and liabilities of the parties on any matters in question, dispute or difference on any account or as to the withholding by IRCTC of any certificate to which the Agency/contractor/licensee may claim to be entitled to, or if IRCTC fails to make a decision within 120 days, then in such case, but except in any of the "excepted matters", the contractor/licensee/Agency, within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.
2. The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off, shall be referred to arbitration and other matters shall not be included in the reference.



**b) Obligation during Pendency of Arbitration:**

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

**c) Appointment of Arbitrator:**

1. In case of dispute or difference between the parties as has been referred in the abovementioned clause, the same shall be referred to a mutually appointed Sole Arbitrator from IRCTC's list of Empanelled Arbitrators
2. In case of failure to appoint a Sole Arbitrator as specified above, the Arbitral Tribunal shall consist of a Panel of three arbitrators. For this purpose, each party shall appoint an Arbitrator and the two appointed Arbitrator(s) shall appoint third Arbitrator who shall act as the Presiding Arbitrator to adjudicate the dispute between the parties.
3. The fee payable to the arbitrator(s) shall be equally borne by the parties. The Arbitration shall be conducted under the aegis of Arbitration and Conciliation Act 1996 and the rules framed thereunder shall apply to the arbitration proceedings. The seat of Arbitration shall be IRCTC, Corporate Office, New Delhi.

**Q. 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 liability actually incurred by IRCTC arising as a result of any negligence, breach of contract or warranty, or any other wrongful act or default on the part of Bidder, its employees, agents, representatives or Agency, 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 document .

**R. Intellectual Property:**

Except to the extent expressly stated otherwise, neither party shall acquire any right, title or interest in any Intellectual Property Rights belonging to the other party, or to the other party licensors. "Intellectual Property Rights" means all copy rights, moral rights, patents rights, trademarks, rights in or relating to Confidential Information and any other Intellectual Property or similar rights (registered or unregistered) through the world.

**S. Force Majeure**

Neither party shall be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Act of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country or which affects the sovereignty of the country. The party affected by an event of Force Majeure shall not include (i) any event which is caused by negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations

hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

A Party affected by an event of Force Majeure shall immediately notify the other party of such an event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

#### **T. Forensic Audit**

The document submitted by the successful bidder, in compliance of the eligibility Criteria shall be subject to verifications by IRCTC itself or through an agency (expert in forensic audit) appointed by IRCTC, for which all necessary documents shall have to be essentially provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of Security Deposit/other deposit such as license fees, concession fee etc. In such eventuality the successful bidder will also be debarred for 3 years from participating in the future projects of IRCTC."

#### **U. Labour Law and Other Regulations:-**

It is distinctly understood by the bidder that the employees engaged by it shall be deemed to be bidder's employees and the bidder shall 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.

#### **V. Rider Agreement:**

Since the services to be rendered are dynamic in nature, the scope of work may have to be modified considering addition, deletion, modifications of products and deliverables. In case of a permanent change, a rider agreement shall have to be signed. The rider agreement in this regard shall be executed between the parties within 15 days of the amendment/change.

#### **W. Duration of Contract:-**

IRCTC invites Bids in two bid system for Appointment of Strategic Consultant For Business Growth Strategy of IRCTC for a period of **three (3) months**. The cost of the stamp duties for the execution of the agreement will be borne by the successful bidder.

#### **X. Data Protection**

Where the Agency is processing Personal Data, as a Data Processor for IRCTC, the Agency shall:

- a) Process the Data only in accordance with instructions from IRCTC (which may be specific instructions or instructions of a general nature) as set out in this document or as otherwise notified by IRCTC.
- b) Comply with all applicable laws.
- c) Process the Data only to the extent; and in such manner as is necessary for the provision of the Provider's obligations under this Contract or as is required by Law or any Regulatory Body;
- d) Implement appropriate technical and organizational measures to protect the Data against unauthorized or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction or damage to



the Data and having regard to the nature of the Data which is to be protected;

- e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Data.
- f) Obtain prior written consent from the Authority in order to transfer the Data to any sub-contractor for the provision of the Services;
- g) Not cause or permit the Data to be transferred, stored, accessed, viewed or processed outside of India without the prior written consent of IRCTC.
- h) Ensure that all staff and agents required to access the Data are informed of the confidential nature of the Data and comply with the obligations set out in this clause
- i) Ensure that none of the staff and agents publish disclose or divulge any of the Data to any third parties unless directed in writing to do so by IRCTC. Not disclose Data to any third parties in any circumstances other than with the written consent of IRCTC or in compliance with a legal obligation imposed upon IRCTC; and

Notify IRCTC (within five Working Days) if it receives:

- a) a request from a Data Subject to have access to that person's Data; or
- b) a complaint or request relating to IRCTC's obligations under the law;

The provision of this clause “X” shall apply during the Contract Period and indefinitely after its expiry.

## **SECTION-V: SPECIAL CONDITIONS OF CONTRACT (SCC)**

### **Term of Reference (ToR)**

#### **1. Introduction**

The Indian Railway Catering and Tourism Corporation (IRCTC), established in 1999 as a subsidiary of the Indian Railways, has grown into a vital player in India's travel and tourism sector. Initially created to professionalize and modernize the railways' catering services, IRCTC rapidly expanded its role to include online ticketing and tourism. It launched its online ticketing system in the early 2000s, significantly easing the process of booking train tickets and reducing the need for physical ticket purchases at railway stations.

Over the years, IRCTC has broadened its scope to encompass air ticket bookings, luxury train journeys, and e-catering services, providing meals directly to passengers' seats. The company also curates various tourism packages, catering to diverse preferences such as pilgrimage tours, adventure, and heritage trips. Its flagship offerings include luxury trains like the Maharajas' Express and themed tourist trains which have bolstered India's image as a diverse tourist destination.

Its successful IPO in 2019 underscored market confidence, drawing significant investor interest. IRCTC generated revenue from operations of INR 4,270 Cr in FY24. IRCTC has 4 streams of revenue:

- Catering (INR 1947 Cr)
- Internet ticketing (INR 1295 Cr)
- Tourism (INR 701 Cr)
- Railneer (INR 327 Cr)

While IRCTC has achieved huge growth on the back of its non-ticketing services, there is still scope to increase overall revenues and improve the quality of services. IRCTC should leverage the opportunities offered by:

- Access to its network of 734 million travelers who need other services such as hotel booking, catering, sightseeing, connecting with multi-modal transport, etc.
- Expected rise in the share of the middle class (>30% currently & >60% by 2047) who are prominent rail users as well
- Rising internet penetration and mobile users

Capitalizing on the above opportunities, IRCTC intends to onboard a globally reputed management consultancy firm to “Develop detailed strategic roadmap for focus areas and assist in implementation”.

#### **2. Objectives of the engagement:-**

- a) **Redefining travel experience as a market leader and trustworthy brand:-** To redefine the travel experience by continuously innovating and enhancing customer-centric services, positioning IRCTC as the market leader in the travel and tourism industry. As a trusted and forward-thinking brand, we aim to set the benchmark for convenience, reliability, and excellence, ensuring a seamless and memorable journey for every traveler while consistently delivering unmatched value. Our commitment is to be recognized as the best brand in the industry, setting new standards of quality and customer satisfaction.
- b) **Financial growth trajectory:-** To establish a strong and sustainable financial growth trajectory for IRCTC, over 5x revenue growth in the next five to seven years, by diversifying revenue streams, optimizing operational efficiency, refining organizational structure and embracing technological advancements. Through strategic investments, expansion of services, and the enhancement of customer experiences, IRCTC aims to achieve consistent year-over-year revenue growth, enhance profitability, and maximize shareholder value. Our focus will be on building a resilient financial model that supports both short-term goals and long-term sustainability, ensuring that IRCTC remains the leading brand in the travel and tourism industry.
- c) **Vision for Advanced Technology Integration:-** To harness advanced technologies to transform and elevate every aspect of IRCTC's operations, including ticketing, catering, and tourism services. By integrating innovative solutions such as artificial intelligence, machine learning, big data analytics, and IoT, IRCTC will enhance the personalization, convenience, and efficiency of travel experiences.
- d) **Elevated customer experience:** IRCTC is committed to delivering best-in-class customer experience by developing a digital platform that is designed to implement a continuous feedback loop, capturing inputs from customers and frontline employees in order to address pain points. This would also reposition IRCTC as a trusted, high-quality travel, tourism and entertainment brand through enhanced service delivery and marketing initiatives.

### 3. Scope of work

- A. The overall assignment is proposed over duration of 03 months.

**Submission of clear 5-Year Plan on core competencies and eschew forays into unrelated and risky areas.** The extensive plan must cover the following Business Growth Strategy focus areas:-

1. New Growth Areas in Tourism.
2. Development of IRCTC's budget hotel chain.
3. Expansion of Value Chain Capacity to meet Rail Neer Demand.
4. Unified Portal for IRCTC.
5. Catering Services

6. Services Monetization and Improvement in E-Ticketing Giant Portal and IRCTC's iPay "Payment Gateway.
7. Expansion of E-Catering services.
8. Financial Projections.

(A draft report on the above is expected within T + 3 Weeks)

**Focus Area (1): New Growth Areas in Tourism.**

- I. Conduct market analysis to identify emerging trends and new growth areas within tourism, such as cruises, cargo, events, conventions, and exhibitions, budget hotels.
- II. Develop a prioritization framework to assess and rank potential growth areas based on attractiveness, market dynamics, and alignment with IRCTC's strategic objectives
- III. Develop business models for the prioritized growth opportunities, including revenue projections, required investments, and operational requirements
- IV. Identify potential partners for entry into new tourism segments and develop partnership strategies to ensure successful market entry
- V. Evaluate opportunity for different travel and tourism sub-segments
- VI. Recommendation to improve customer experience

**Focus Area (2) Development of IRCTC's budget hotel chain:-**

- i. To conduct a comprehensive feasibility study focusing on key aspects such as footfall, business and tourist traffic patterns, and the strategic location of the potential sites.
- ii. To assess factors like accessibility, transportation options, and existing infrastructure to determine the elements that impact operations.
- iii. Evaluating the Return on Investment (RoI), Operational & Financial Model to help in understanding the financial viability of the project.

**Focus Area (3): Expansion of Value Chain Capacity to meet Rail Neer Demand:-**

- i. Increasing Production Facilities and Distribution Network.
- ii. Implementation of robust supply chain monitoring system using real-time tracking and inventory management tools to ensure optimal stock levels at production facilities, distribution centers, and retail points.
- iii. Operational & financial model to double the capacity expansion.

**Focus Area (4) Unified Portal for IRCTC**

- I. Assess the existing IRCTC platforms, including tourism, ticketing, bus, hotel, air, lounges, and retiring rooms, with a focus on user experience and cross-platform integration
- II. Benchmark global rail ticketing platforms to identify typical value-added services included as part of a unified front-end for customers
- III. Develop framework for unified portal integrating all IRCTC services under single touchpoint

**Focus Area (5): Catering Services:-**

- i. Analyzing and developing “Quality Paradigm” for IRCTC’s Catering Services in Indian Railway Network.
- ii. Strategies to provide the general public with high-quality, hygienic, and diverse catering services that ensure a satisfying and memorable dining experience across all touch points of IRCTC's offerings.
- iii. Technology introduction for effective supervision.
- iv. Monitoring mechanism for 1000 cluster kitchen.
- v. Identifying the business risks associated with Catering operations, such as frequent policy changes by the Railway Board, FSSAI compliance challenges, unauthorized vending, and exploring strategies to mitigate and overcome these risks effectively.

**Focus Area (6): Services Monetization and Improvement in E-Ticketing Giant Portal and IRCTC’s iPay “Payment Gateway”.**

**a) Services Monetization and Improvement in E-Ticketing Giant Portal**

- I. Analyze the contribution of non-convenience fees to overall IRCTC revenues.
- II. Benchmark global rail ticketing platform avenues to identify potential non-convenience fee revenue streams (e.g., advertisements, payment gateways, loyalty programs, etc.)
- III. Propose strategy to increase share of non-convenience fee revenue (without expanding advertisement space on the IRCTC website)
- IV. Improving and reducing latency in IRCTC's E-Ticketing Business. To enhance the speed, reliability, and overall performance of IRCTC’s e-ticketing platform by adopting state-of-the-art technologies and infrastructure upgrades.

**b) IRCTC Payment Ltd. (iPay “Payment Gateway Services):-**

- i. To establish IRCTC Payment Limited as a leading digital payment service provider in the travel and hospitality sector etc.
- ii. To explore expansion into e-commerce, utility payments, and other digital financial services.
- iii. To drive digital financial literacy and inclusion among railway passengers and stakeholders.
- iv. To leverage following insights from comparative analysis of other prominent payment gateways to enhance IRCTC Payment Limited’s competitive positioning in the market.
  - a) Transaction speed and success rates.
  - b) Security and fraud prevention measures.
  - c) User experience and interface.
  - d) Integration with merchants and services.
  - e) Regulatory compliance and governance
  - f) Pricing and commission structures
  - g) Innovation and technology adoption

### Focus Area (7) Expansion of IRCTC E-Catering services

- I. Explore expansion of IRCTC E-catering services beyond Food & Beverage Sale.
- II. Diversification of platform for its availability beyond railway network.
- III. Explore tie-ups with catering related e-retail chains.
- IV. Action plan for driving penetration in E-catering.

### Focus Area (8) Financial Projections:-

- i. Build financial model covering projections for revenue, profitability, capital outlay for prioritized opportunities as per focus areas.
- ii. To maintain the sustainability of a 35% EBITA margin, focus on continuous cost optimization, operational efficiency, strategic pricing, while ensuring revenue growth and mitigating external market fluctuations.

#### 1. Deliverables Timeline and payment percentage:

SN	Deliverables	Timeline (from Start of Project)	%Payment
1.	Commencement of Work	T+1 Weeks	10%
2.	Inception Report detailing out approach, work plan, key milestone for the project and acceptance.	T+2 Weeks	10%
3.	A draft report on 5-year Plan on Core competencies and eschew forays into unrelated and risky areas	T+3 Weeks	30%
4.	Acceptance of final report by IRCTC upon presentation of the final study / recommendation to IRCTC Committee / Board of Directors		50%

(T = 01 Week from Date of Award)

The rest of the terms and conditions shall remain same as per Section-IV: General Terms & Conditions (GCC) vide Clause No. N (Invoicing and Payment Clause)

#### 4. Evaluation criteria

The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility:

S. No.	Criteria	Supporting documents to be submitted
1	<b>Registration:</b> Consulting agency bidder should be an India-registered firm/company <i>Min requirement of 10 years presence in India</i>	Certificate of incorporation / registration

S. No.	Criteria	Supporting documents to be submitted
2	<b>Blacklisting:</b> Consulting agency bidder should not be blacklisted by any Central /State Government / Public Sector Undertaking in India on the proposal due date	Self-certification to be provided
3	<b>Financial Capacity:</b> Bidder to be an organization with a minimum turnover of more than INR 500 Cr per annum from ' <i>Strategy Consulting Services</i> ' in India in each of the last 3 years (FY 2021-22, 2022-23 & 2023-24)	CA certificate showing revenues for the said three years
4	<b>Technical Capacity:</b> 2 similar works (1 for each bullet point mentioned below) undertaken in India or globally in any of the last 3 years (FY 2021-22, 2022-23 & 2023-24), each having a value of at least INR 4 Crore /Equivalent in International Currency. <ul style="list-style-type: none"> <li>Experience in strategy / roadmap / implementation support in public sector in India (state or central government, their agencies or PSUs)</li> <li>Experience in building or re-imagining tech venture/platform/ digital tool with private or public sector organizations (state or central government, their agencies or PSUs) in India or globally</li> </ul>	Details of definition of similar work, similar industries and supporting documents below

- Similar work is defined as business, strategy, consulting engagements for identifying and/or implementing new growth opportunities for companies excluding IT implementation, Audit/ Compliance/ Risk Assessment/ Taxation
- Similar works need to be completed in last 3 years i.e. FY 2021-22, 2022-23 & 2023-24.
- For technical capability, projects which are completed or substantially completed (>75% of fees received or >90% of time elapsed) will be considered
- The Consultant shall submit certificates for projects from client to prove technical capacity which provide details of project description, project timelines, and current status of implementation, approximate project value and role of consultant. In case the project is confidential and / or the client name / client certificate cannot be provided, then a self-certification by MD of the firm / chartered account can be provided
- If the project value is confidential, it is sufficient for the Bidder to indicate that the project value is above the cut-off indicated
- Joint Venture, Consortium or similar associations shall not be eligible for bidding under this E-Tender.

Each evaluated proposal will be given a technical score on the basis of the applicant as detailed below. The maximum marks to be given under each of the evaluation criteria are:

S. No.	Evaluation Parameter	Criteria for marking	Maximum Marks
<b>Relevant Project Experience</b>			<b>10</b>
A1	Experience in strategy / roadmap / implementation support in public sector in India (state or central government, their agencies or PSUs) in last 3 years (FY FY 2021-22, 2022-23 & 2023-24)	Number of relevant assignments (similar works as defined above) completed in India <ul style="list-style-type: none"> <li>• Less than 2 (0 marks)</li> <li>• 2-3 (2.5 marks)</li> <li>• 4 and above (5 marks)</li> </ul>	5
A2	Experience in building or re-imagining tech venture/platform/ digital tool with private or public sector organizations (state or central government, their agencies or PSUs) in India or globally last 3 years (FY 2021-22, 2022-23 & 2023-24)  <i>At least 1 focused on travel / transport / tourism / hospitality sector</i>	Number of relevant assignments (similar works as defined above) completed in India or globally <ul style="list-style-type: none"> <li>• Less than 2 (0 marks)</li> <li>• 2-3 (2.5 marks)</li> <li>• 4 and above (5 marks)</li> </ul>	5
<b>Case studies</b>			<b>20</b>
B1	One case study of experience in strategy / roadmap / implementation support in public sector in India (state or central government, their agencies or PSUs)	Case study shall be submitted as part of the bid and will be evaluated by the evaluation committee in the technical proposal  It shall be evaluated based on relevance of work, and quality of the recommendations and impact of the program	10
B2	One case study of experience in building or re-imagining tech venture/platform for a private / public sector company in India or globally focused on travel / transport / tourism / hospitality sector	Case study shall be submitted as part of the bid and will be evaluated by the evaluation committee in the technical proposal  It shall be evaluated based on relevance of work, and quality of the recommendations and impact of the program	10
<b>Approach and Methodology</b>			<b>35</b>
C	Approach and Methodology	Quality of the approach and methodology shall be submitted as part of the bid in the technical proposal  Assessment will be based on	35



S. No.	Evaluation Parameter	Criteria for marking	Maximum Marks
		<ul style="list-style-type: none"> <li>Demonstrated understanding of the objectives - 10 marks</li> <li>Initial perspectives on key elements of deliverables - 10 marks</li> <li>Detailed approach &amp; methodology - 10 marks</li> <li>Detailed workplan - 5 marks</li> </ul>	
<b>Key Personnel</b>			<b>35</b>
D	Key Personnel	<p>Key personnel to include 6 experts on the basis of works done in last 07 years. (including project director):</p> <ul style="list-style-type: none"> <li>Project Director</li> <li>Public Private Partnerships (PPP) &amp; Finance Expert</li> <li>Branding / Marketing Expert</li> <li>Operations &amp; Supply Chain Expert</li> <li>Digital Expert</li> <li>Travel &amp; Tourism Expert</li> </ul> <p>Assessment of the quality of personnel will be based on resume of the team and quality of interaction with the team basis the below:</p> <ol style="list-style-type: none"> <li><b>Project Director (10 marks)</b> <ul style="list-style-type: none"> <li>Number of relevant works: 4 marks (&lt;3: 0 marks, 3-4: 3 marks, 5 and above: 6 marks)</li> <li>Quality of interaction: 4 marks</li> </ul> </li> <li><b>Public Private Partnerships Expert (5 marks)</b> <ul style="list-style-type: none"> <li>Expertise in initiatives with government bodies &amp; PSUs</li> <li>Number of relevant works: 3 marks (&lt;3: 0 marks, 3-4: 2 marks, 5 and above: 3 marks)</li> <li>Quality of interaction: 2 marks</li> </ul> </li> <li><b>Branding Expert (5 marks)</b> <ul style="list-style-type: none"> <li>Expertise in branding, marketing &amp; other relevant areas</li> <li>Number of relevant works: 3 marks (&lt;1: 0 marks, 1-2: 2 mark, 3 and above: 3 marks)</li> <li>Quality of interaction: 2 marks</li> </ul> </li> <li><b>Digital Expert (5 marks)</b> <ul style="list-style-type: none"> <li>Expertise in building and growing digital businesses</li> <li>Number of relevant works: 3 marks (&lt;3: 0 marks, 3-4: 2 marks, 5 and</li> </ul> </li> </ol>	35

S. No.	Evaluation Parameter	Criteria for marking	Maximum Marks
		<p>above: 3 marks)</p> <ul style="list-style-type: none"> <li>Quality of interaction: 2 marks</li> </ul> <p><b>5. Operations &amp; Supply Chain Expert (5 marks)</b></p> <ul style="list-style-type: none"> <li>Expertise in manufacturing &amp; supply setup &amp; op models</li> <li>Number of relevant works: 2 marks (&lt;1: 0 marks, 1-2: 2 mark, 3 and above: 2 marks)</li> <li>Quality of interaction: 2 marks</li> </ul> <p><b>6. Tourism Expert (5 marks)</b></p> <ul style="list-style-type: none"> <li>Expertise in tourism-related sub-sectors and new areas</li> <li>Number of relevant works: 3 marks (&lt;1: 0 marks, 1-2: 2 mark, 3 and above: 3 marks)</li> <li>Quality of interaction: 2 marks</li> </ul> <p>Project director and experts to have post-graduate degrees/diploma in management.</p> <p>Project director and experts will spend 20-25% of their time on program and will be available for key meetings.</p> <p>In addition to the project director and experts, the consultant shall also deploy a core team of 1 project lead &amp; 3 consultants for dedicated support on the project.</p>	

Each Bidder will be required to give a detailed presentation. The date and time of the presentation shall be notified on a **07 Days** notice. The presentation will be a critical part of the evaluation stage along with the submission documents. The presentation will cover topics on approach and methodology and detailed case studies, and the marks awarded to these topics will be based on both the presentation and the written submission.

## 5. Final selection

The technical proposal will be evaluated based on the detailed criteria and weightages mentioned above. Only those bidders who score 70 marks or more in absolute terms out of 100 for the technical proposal shall be deemed technically qualified. For all the eligible bidders with technical marks of at least 70, both technical and financial scores will be normalized.

**A. Normalization process for technical scores:** The best technical proposal with highest technical score (Tm) will be given a technical score (St) of 100 points. The technical scores (St) of the other Technical Proposals will be determined using the following formula:  $[St = 100 \times T/T_m]$ , in which St is the technical score, Tm is the highest technical score, and T is the technical score of bidders under consideration].

**B. Normalization process for financial scores:** The applicants will submit the financial proposal for the project. The lowest financial proposal (Fm) will be given a financial score

(Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:  $[Sf = 100 \times Fm/F]$ , in which Sf is the financial score, Fm is the lowest price, and F is the price of the proposal (in INR) under consideration]. The financial proposal should be excluding any taxes.

- C. **Combined score:** The combined score shall be on the basis of Quality cum Cost based Selection (QCBS). Proposals will be ranked according to their combined technical (St) and financial (Sf) scores (Combined score = S) using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal). The weights given to the Technical and Financial proposals will be 0.8 and 0.2 respectively:  $(S = St \times 0.8 + Sf \times 0.2)$ . The project would be awarded to the bidder with the highest combined score
- D. **Tie Breaker:** In case, combined Technical & Financial score of two (2) or more bidders are same, then the bidder scoring Higher Technical score would be considered as the successful bidder. However, the final decision shall rest with IRCTC.
- E. Bidders are required to submit quote for implementation support per month in Table B given in the **financial bid**. This service will be optional for IRCTC to undertake. The successful bidder will be given the opportunity to match the lowest rate quoted in the Table B of the financial bid. In case the Proponent (Successful bidder for **A - Business Growth Strategy**) is not the Lowest Bidder and other bidder is the lowest bidder for **B - Implementation Support**, then the proponent shall be given the Right of First Refusal and an opportunity to match the Lowest Bidder for **B - Implementation Support**.
- F. IRCTC may or may not undertake the Implementation Support from the bidder, however, bidders are required to quote rate for both the services i.e. **A - Business Growth Strategy** and **B - Implementation Support** in the Financial bid as per **Section-IV**

## 5. **Award of contract**

IRCTC shall award the work to agency with the overall combined highest marks in Technical and Financial bid. Only the amount quoted for “**Table-A Business Growth Strategy**”, shall be considered for evaluation of the bids. IRCTC will enter into an Agreement with the selected agency after completion of due process. After signing of the Agreement, no variation in or modification of the term of the Agreement shall be made except by written amendments signed by the parties.

## 6. **Disqualification:**

- a) Canvassing or recommendations or putting pressure from any source to influence the process of selection of Social Media agency will lead to automatic disqualification and applications will be summarily rejected/will not be considered.
- b) IRCTC may in its sole direction and at any time during the evaluation of proposal, disqualify any agency if the agency has submitted the documents after response deadline; indulged in any unfair practice or not followed the professional ethics; made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years; submitted a proposal that is

not accompanied by required documentation or is nonresponsive; failed to provide clarifications related thereto, when sought; declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted.

- c) IRCTC reserves the right not to assign reasons for declining to consider any particular bid(s).
- d) Incomplete and conditional bids shall be summarily rejected.
- e) Even though the bidders meet the criteria mentioned in the Tender document, they shall be subject to disqualification, if any bidder has-
  - i) A criminal history or has been convicted by any court of law for any offences under Indian Laws
  - ii) any criminal proceedings pending in any court of law in India against any key managerial personnel and if any such proceedings culminates into conviction.
  - iii) made misleading or false representation in the forms, statements and attachments submitted.

## **7. Earnest Money Deposit (EMD)**

- a) Each bidder shall, simultaneous with the online submission of its profile/documents as part of its Eligibility criterion, furnish the interest free EMD (refundable) for an amount of Rs. **Rs. 13.20 lacs** paid through RTGS/NEFT mode.
- b) In case EMD is not found attached in the Technical Bid, or not submitted in the mode specified, such Bid shall be summarily rejected.
- c) EMD deposited by a Bidder shall not carry any interest.
- d) EMD of the unsuccessful Bidders will be returned by IRCTC, without any interest, as promptly as possible on acceptance of the Bid of the Selected Agencies or when the Tender process is cancelled by IRCTC.
- e) For the bidder who is successful through this Tender process, the EMD shall be refunded without interest after submission of Performance Security Deposit.
- f) IRCTC reserves the right to recover any outstanding dues from the successful bidder post allotment by adjusting the same against the EMD.
- g) Period of validity of the bid: Validity of bid will be for 120 days from the closing date of the proposals which can be extended on mutual consent.

Annexure-I

TENDER OFFER FORM

(On Bidder's Company letterhead)  
(Format for submission of Bid)

To,  
General Manager/Corporate Cordination  
Indian Railway Catering and Tourism Corporation Ltd,  
4th Floor, Tower-D, World Trade Center, Nauroji Nagar, New Delhi-110029.

**Subject: Submission of Bids for Appointment of Consultant For Preparation of Strategic Document on IRCTC 2.0:- Identifying Focus Areas and Business Growth Strategy.**

Dear Sir,

- a) I / We \_\_\_\_\_ have read the general guidelines and bid document attached hereto containing the Terms and Conditions and agree to abide by such conditions. I / We offer the Bid for **Appointment of Consultant For Preparation of Strategic Document on IRCTC 2.0:- Identifying Focus Areas and Business Growth Strategy** in the attached schedules and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award.
- b) I/we also agree to keep this bid open for acceptance for a period of 120 (One Hundred and Twenty) days from the date fixed for opening the same and in default action shall be taken as per terms and conditions of tender document. I/We offer to provide services as “**Strategic Consultant**”, at the rates and scope quoted/mentioned in the attached schedules/annexures.
- c) I / We hereby understand that the submission of offers / bids does not guarantee **Appointment of Consultant For Preparation of Strategic Document on IRCTC 2.0:- Identifying Focus Areas and Business Growth Strategy.**
- d) I/We qualify under minimum eligibility criteria and offer to work in conformity with the conditions of assignment.
- e) The EMD, as applicable, of **Rs. 13.20 lacs** has been submitted in accordance with the Tender document.
- f) I / We hereby confirm unconditionally that I/we accept the Security Deposit condition as per Clause B of the **General Terms & Conditions of the tender.**
- g) I / We further understand that in case of any information submitted by me / us being found to be incorrect, IRCTC shall have the right to summarily reject the bid, with forfeiture of Security Deposit including debarment for a period of 1 (one) year at any time without assigning any reason whatsoever.
- h) I / We further agree to execute an agreement to abide by the general and special conditions of “**Appointment of Consultant For Preparation of Strategic Document on IRCTC 2.0:- Identifying Focus Areas and Business Growth Strategy**”. In case of acceptance of Bid by IRCTC, I / We bind myself / ourselves to execute the agreement awarded to me / us and to commence the work as per the conditions of the agreement failing which, I / We shall have no objection to action taken as per terms and conditions of agreement. Until a formal agreement is prepared and executed, acceptance of this Bid shall constitute a contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work/Service.
- i) IRCTC and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this bid.

j) On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We shall be debarred by IRCTC for further participation in the future tenders of IRCTC for a period of two years.

k) **Bid securing declaration**

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

I / We do hereby confirm that I / We have the necessary authority and approval to submit this bid for **Appointment of Consultant For Preparation of Strategic Document on IRCTC 2.0:- Identifying Focus Areas and Business Growth Strategy**. A notice or letter of communication addressed to me / us at the given address given in the Bid, even by ordinary post/e-mail will be deemed to be valid and proper notice of intimation to me/us.

**Bidder:**

Signature .....

Name of the Authorized Signatory..... Designation: .....

Date: .....

**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, contact numbers, email and full address of the Chief Executive Officer 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, including telephone number(s) and email, of the person who is authorized to submit the bid with his/her signatures (i.e. authorized signatory).	
6.	Name, designation and full address of the person dealing with the tender, his/her telephone, mobile, Fax and email address	

## Annexure-II:

### Document Checklist and Format (Technical Bid)

#### **DOCUMENT CHECKLIST AND FORMAT (TECHNICAL BID)**

Bidder is required to furnish the following documents in proper sequence. These documents shall be referred by IRCTC for evaluation of the bid against ‘Qualification Criteria for the Bidder’ mentioned in this section for evaluation of Technical Bid as per process described in ‘Section-V’ of this tender.

Note: Bidder should note that the maximum file size limit for individual document to be uploaded on E-Tender [www.gem.gov.in](http://www.gem.gov.in) portal is 05 MB only. Bidders are advised to keep the file size of documents within this limit.

SN.	Documents to be submitted by the bidder	<u>File Name</u> of each document furnished by the bidder in its Technical bid against the corresponding requirement. <u>(To be filled-in by the bidder)</u>
1.	Copy of Power of Attorney/BoD Approval/Legal document in favor of authorized signatory of the bidder.	
2.	EMD Amount Rs. 13.20 lacs deposited details	
3.	Tender Offer Form, duly filled-in, signed and stamped.	
4.	Pre-signed Integrity Pact duly filled in, signed and stamped on each page by the bidder.	
5.	Copy of Certificate of Incorporation, and Certificate consequent to change of name, if applicable, of the bidder company.	
6.	Copy of ‘GST Registration Certificate’ & PAN of the bidder company.	

7.	CA Certificate on letter head with UDIN No., clearly mentioning the Annual Turnover from the Consulting Business from India operations. (Excluding IT Implementation, Forensic/ Internal Audit/ Assessment/ tax) in each of the last 3 years (FYs )	
8.	Consulting Experience: Copy of Contract / Work Orders/ In case the project is confidential and / or the client name / client certificate cannot be provided, then a self- certification by MD of the firm / chartered account can be provided	
9.	Technical Experience: Copy of Contract / Work Orders/ In case the project is confidential and / or the client name / client certificate cannot be provided, then a self- certification by MD of the firm / chartered account can be provided	
10.	Blacklisting/Defaulting: The bidder must submit a self certification on its firm's Letter Head duly signed by an authorized signatory of the Consulting firm	
11.	Details of Customer and Technical Support Office (s) in Delhi/NCR region as per format firm's Letter Head duly signed by an authorized signatory	
12.	Certificate/Declaration under Rule 144 (xi) in the General Financial Rules (GFRs), 2017	



**Annexure-III: NDA**  
**(To be executed on Non-Judicial Stamp Paper of Rs. 100 value)**  
**To be signed by Successful bidder only after award of Contract**  
**CONFIDENTIALITY - CUM - NON DISCLOSURE AGREEMENT (NDA)**

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

By and between

‘Indian Railway Catering and Tourism Corporation Limited’, incorporated under the Companies Act, 1956/2013, a Public Sector Undertaking (PSU) under Ministry of Railways, having its Corporate Office at ..... (hereinafter referred to as “**IRCTC**” which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors, representatives, and permitted assigns) of the FIRST PART.

And

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

**WHEREAS**

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

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

**1. Definitions:**

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

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

- a) Use the Confidential Information only to the extent necessary to accomplish ‘*Authorized purpose*’ and in accordance with the terms and conditions contained herein;
- b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the recipient takes to protect the confidentiality of its own proprietary and confidential information and that of its other clients;
- c) Not make or retain copy of any details of products and/or services, prototypes, business or marketing plans, Client lists, Proposals developed by or originating from IRCTC or any of the prospective clients/partners of IRCTC.
- d) Not make or retain copy of any details of results of any information security audits, tests, analysis, extracts or usages carried out by the Recipient in connection with 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 express written consent of IRCTC;
- f) Immediately notify IRCTC in writing upon the discovery of any loss or unauthorized disclosure of any confidential information.
- g) Return to IRCTC, or destroy, at IRCTC’s discretion, any and all Confidential Information disclosed in a printed or electronic form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of IRCTC there for.
- h) Not send IRCTC’s information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of IRCTC.
- i) Use 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.

- 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 IRCTC for the loss or damages caused to the IRCTC actual and liquidated damages which may be demanded by IRCTC. Liquidated damages shall not 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 IRCTC. No information relating to IRCTC shall be hosted or taken outside the country in any circumstances.

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

- 9. Ownership:** the confidential information is the property of IRCTC or its associates or advisors. Nothing in this agreement shall be construed as granting any property rights, by license or otherwise, to any confidential information disclosed pursuant to this agreement or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on

such confidential information. The recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any confidential information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of confidential information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. The confidential information may pertain to prospective or unannounced products. The recipient agrees not to use any confidential information as a basis upon which to develop or have a third party develop a competing or similar product.

10. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
11. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
12. **Publicity:** the recipient must not make any press or other public statements (which includes announcements and releases) relating to this agreement, the confidential information and the authorized purpose.
13. **Forum:** the recipient shall submit to the exclusive jurisdiction of the courts at New Delhi, India to adjudicate any dispute arising out of this agreement.
14. **Communications:** Written communications requesting or transferring proprietary information under this agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

*(Recipient)*

*(Recipient's Address)*

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

If to IRCTC:

**General Manager/Corporate Coordination**

**IRCTC, 4th Floor, Tower-D, World Trade Center, Nauroji Nagar,**

**New Delhi 110029**

If to Recipient:

*(Recipient)*

*(Recipient's Address)*

16. **Headings:** Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent.
17. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India.

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

<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:	<b>For and on behalf of RECIPIENT</b> Name of the Organization:  Sign: Name: Designation: <b>Witnessed by:</b> Sign: Name: Designation:
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**Annexure IV - Service Agreement Format**

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**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, executors, administrators and permitted assigns of the First Part.

**AND**

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

**WHEREAS**

The Purchaser had invited Tenders vide their Tender No. \_\_\_\_\_ (hereinafter referred to as ‘Tender Document’) for “**Appointment of Consultant For Preparation of Strategic Document on IRCTC**

**2.0:- Identifying Focus Areas and Business Growth Strategy”.**

- a) The Service Provider had submitted its proposal dated \_\_\_\_\_ (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.
- b) The Purchaser has agreed to appoint the Service Provider for the provision of such services and the 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.
- c) 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 Terms of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:-
  - i. Notice inviting E-Tender.
  - ii. Instructions to the Bidders
  - iii. Financial bid
  - iv. Technical bid
  - v. Special Conditions of Contract (SCC).
  - vi. General Conditions of Contract (GCC)
  - vii. Addendums and Corrigendum, if any
3. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the 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 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 Purchaser in the presence of: \_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(For the Service Provider) in the presence of: \_\_\_\_\_  
(WITNESS)



### **Annexure V – 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 (Red.) as IEM/IRCTC, E-mail: - [apurvavarma1@gmail.com](mailto:apurvavarma1@gmail.com)
  - b) Shri Bharat Prasad Singh. IFoS (Red.) 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.

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(For & On behalf of the IRCTC)

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(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place .....

Date .....

Witness 1:

(Name & Address)

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Witness 2:

(Name & Address)

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**Annexure-VI: Declaration on Blacklisting/Debarment/Defaulting**

(On bidder's company letter head)

**To,  
GM/Corporate Coordination  
IRCTC, 4th Floor, Tower-D,  
World Trade Center, Nauroji Nagar,  
New Delhi-110029**

**Respected Madam/Sir,**

**Sub: Declaration on Blacklisting/Debarment/defaulted**

**Ref: IRCTC's e-tender no.**

We hereby declare that we are not blacklisted/debared/defaulted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

**Bidder:**

Signature .....

Name of the Authorized Signatory..... Designation: .....

Date: .....

**Annexure-VII: Customer & Technical Support Office**

(On Bidder's Company Letterhead)

**Customer & Technical Support Offices of Bidder in Delhi/NCR**

<b>Name of Bidder:</b>	
<b>Full Address:</b>	
<b>Contact Person (Name &amp; Designation):</b>	
<b>Phone No.:</b>	

**Bidder:**

Signature .....

Name of the Authorized Signatory..... Designation: .....

Date: .....

**Annexure-VIII**

**(On bidder's letter head)**

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

**To,**

**GM/Corporate Co-ordination**

**IRCTC, 4th Floor, Tower-D, World Trade Center,  
Nauroji Nagar, New Delhi-110029**

Dear Sir,

Ref: Your REP No/E-Tender No. .... dated .....

Bidder Name:.....

We, M/s ----- are a private/public limited company/LLP/Firm ~~<strike off whichever is not applicable>~~ incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP/E-Tender and in this connection we hereby declare, confirm and agree as under:-

- a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.
- b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:  
\* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.

Or

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

**(\*Delete whichever is not applicable)**

- c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by Bank of India in writing, in which case we shall not sub-contract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.
- d) We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFP and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank of India shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. Bank shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

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

**Definitions:-**

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

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

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

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

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

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

*Explanation—*

- a. *"Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;*
- b. *"Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;*

- (ii) *In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;*

- (iii) *In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical*

*person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;*

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.*
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.*

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

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

*Authorised Signatory*

*M/s-----*

*Signature and Name Seal of the Bidder*

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



**Annexure-IX**  
**(On Bidder's Letterhead)**

**Relevant Services Carried Out that Best Illustrate Qualifications**

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Key professional staff Provided by Your Firm/entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs.M):
Name of Associated Consultants, if any:		No. of Months of Key professional staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: \_\_\_\_\_

**Annexure-X**  
**(On Bidder's Letterhead)**

**Format of Curriculum Vitae (CV) for Proposed Key Professional Staff**

Proposed Position: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

---

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

---

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

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**Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

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**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_  
*[Signature of staff member and authorized representative of the Consultant]* Date: \_\_\_\_\_  
Day/Month/Year

**Full name of staff member:** \_\_\_\_\_

**Full name of authorized representative:** \_\_\_\_\_

## **Annexure-XI**

### **Bid securing declaration (On Company letterhead)**

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

Signature of the authorized signatory  
Name & Designation:

Date and Place  
Name of the Firm/Company

## SECTION-IV: FINANCIAL BID

### PACKET – ‘B’

(To be filled separately in format given in [www.gem.gov.in](http://www.gem.gov.in))

**General Manager/Corporate Cordination**

**Indian Railway Catering and Tourism Corporation Ltd.**

**4th Floor, Tower-D, World Trade Center, Nauroji Nagar, New Delhi-110029**

**Sub: - Appointment of Consultant For Preparation of Strategic Document on IRCTC 2.0:- Identifying Focus Areas and Business Growth Strategy.**

- 1) I/We accept the terms and conditions mentioned in the Bid Document that have been clearly understood by us.
- 2) I/We further certify that we are ready to provide **Consultant For Preparation of Strategic Document on IRCTC 2.0:- Identifying Focus Areas and Business Growth Strategy** within the time frame given by the IRCTC Ltd. and as per the terms and conditions of the Bid Document and in the agreement to be executed between the parties.
- 3) I/We understand that IRCTC reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
- 4) This is to also certify that, there are no hidden costs to IRCTC over and above the net remuneration.
- 5) **Table A (Business Growth Strategy)**

Description	Amount in (Rs.) Exclusive of GST ) for 03 months complete period	Rate of GST in %	Amount of GST	Total Amount (Inclusive of GST) for 03 months complete period
Consultancy Fee for Business Strategy for 03 months complete period	To be filled online	To be filled online	To be filled online	To be filled online

**Table B (Implementation Support) (Optional Service)**

Description	Amount in (Rs.) Exclusive of GST per month	Rate of GST in %	Amount of GST	Total Amount (Inclusive of GST) per month
Consultancy Fee for Implementation Support	To be filled online	To be filled online	To be filled online	To be filled online

**Note:-**

- a. The quoted rates of the bidder in Sl. No. 5 of Price bid table have to be all- inclusive per month (including all costs pertaining to personnel and logistics) for execution of the complete work as per the Scope of Work, activities, terms & conditions, and compliances, etc. Any other item as required for execution of Scope of work to be provided within the quoted price.
- b. The quoted rates are inclusive of all applicable taxes and levies, etc. except GST charges. GST would be paid extra at applicable rates. The successful bidder must be mandatorily registered under GST Act.

- c. Prices given are on per month retainership basis and will remain firm till the execution of the contract for 03 months. And period of extension, if applicable.
- d. The rates offered should be fixed for the entire Term of the Contract and net to IRCTC. No other charges would be borne by IRCTC. Submission of incorrect or incomplete information or with arithmetical errors in compilation of the data would be at the Bidder's sole risk and the decision of IRCTC in such cases would be final and binding.
- e. The Financial offer will remain open for acceptance for 120 (One hundred and Twenty) days from the date of submission of tender.