



इंडियन रेलवे केटरिंग एवं टूरिज़्म कॉरपोरेशन लिमिटेड
(भारत सरकार का उद्यम-मिनी रत्न)
INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.
(A Govt. of India Enterprise - Mini Ratna)

"CIN-L74899DL1999GOI101707", E-mail : info@irctc.com, website : www.irctc.com

e-File No.: IRCTC/CO/TNDR(GEN)/4/2024/PnT/CO (Comp No. 42562)

Dt:- 31.12.2024

M/s Ojas Innovative Technologies Private Limited.

5th Floor, Plot No. 31 & 32, Ramky Selenium,
Tower B, Financial District, Nanakramguda,
Hyderabad Telangana – 500032

Email: avinash.kumar@ojas-it.com

Sub:- Letter of Award for hiring of service provider for development, maintenance and operations of e-catering website for IRCTC.

Ref:- Open E-Tender No. 2024/IRCTC/e-Catering/Hiring of IT firm/1, opened on 22.11.2024.

With reference to above Technical & Financial Bids opened on 22.11.2024 and 20.12.2024 respectively for the above project, we are pleased to inform you that Competent Authority has accorded approval for awarding the contract for **development, maintenance and operations of website of e-Catering for a period of 03 years @ 1.48 % commission of the total revenue of e-Catering without GST** and will be paid in **reducing percentage as indicated in schedule of rates** according to revenue share on following terms and conditions:-

- Contract Rates:-** Rates finalised will be paid in reducing percentage as indicated in scheduled of rates below

Schedule of Rates: According to revenue share

No. of Orders	Revenue Share % age to IT Firm
Up to 4,999	X (1.48)
5,000 to 9,999	X-5% of X
10,000 to 19,999	X-10% of X
20,000 to 29,999	X-15% of X
30,000 to 39,999	X-20% of X
40,000 to 49,999	X-30% of X
50,000 to 59,999	X-40% of X
Above 59,999	X-50% of X

- Average value per order will be calculated by dividing the net revenue (excluding taxes) of delivered order by number of order delivery per day. Delivered order may be considered as order marked by vendor, aggregators, delivery aggregator or call Centre agents etc. Auto delivery to be discouraged as far as possible.

Tenure of Contract:- The Contract will be unless terminated earlier, valid for a period of 03 years after 16 week (indicative time line for development and deployment subject to change as agreed between IRCTC and bidder) . The contract may be renewed for 01 year based upon the performance of the firm at the sole discretion of IRCTC. The decision of IRCTC in this regard shall be final and binding which will be based on overall performance of the IT firm.

Security Deposit: You are required to submit Security Deposit of Rs.1,50,00,000/- in favour of "IRCTC Ltd" in the form of Demand Draft/Banker's Cheque payable at Delhi /NEFT/RTGS/BG/FDR drawn at Delhi in favour of Indian Railway Catering and Tourism Corporation Limited within 07days of date of issue of this letter. Bank detail for NEFT/RTGS is as under:

Account Name	IRCTC LTD-E CATERING
Account Number	923020071524621
Account Type	Current
Bank Name	Axis Bank
Branch	New Delhi
IFSC Code	UTIB0000007

The validity of Bank Guarantee must be Three years and Six months from the date mentioned in Letter of Award which may be extendable upto one year (3 year+ 6 months + 1 year), in case of extension of contract. Format for Bank Guarantee is as per enclosed **Annexure- H**.

FDR hypothecated in name of IRCTC in favour of IRCTC Ltd issued by a Nationalized/ Scheduled commercial Bank.

5. In addition, 5% of the approved monthly billing amount may be deducted every month to be paid back without interest at the end of the tenure i.e.03 year (Extendable upto 01 year).
6. You are required to sign confidentiality cum Non Disclosure Agreement on stamp paper of Rs. 100/- at your cost with IRCTC as per **Annexure-F** of tender document.
7. **Acceptance of award:** You are required to accept the offer for award of license along with payment of security deposit within **07days** from date of issue of this letter. In case, offer for award of license is not accepted within the time limit fixed by IRCTC, you shall be debarred from participating in the future tenders of IRCTC for a period of one year.
8. **Agreement:** You are required to execute an agreement on non-judicial stamp paper of **Rs.100/-** at your cost within **15 days** after the issuance of LOA. Till then the letter of award of License shall form the binding agreement between IRCTC and the Licensee.
9. The terms and condition of bid document shall form an integral part of this letter of award.

In addition to the above, all the other terms and conditions incorporated in the tender document shall also be applicable and the contract agreement to be signed by the firm will be replica of the same.

This issues with Financial Vetting & approval of Competent Authority.

Kindly acknowledge the receipt of this letter.

Encl: As stated above


(Ranjit Singh Nayal)
DGM/P&T

Copy –

- **GGM/IT I & II, FIN & All Zones:-** for kind information please.
- **AGM/Fin** - for kind information please.
- **GM/Q&P:** kind information please.
- **Sr. Exe./IT:** For technical integrations.
- **Nodal Officer/e-Catering/All Zones:** for kind information please.

Performance Security Guarantee

**FORM OFFER FOR PERFORMANCE SECURITY
(GUARANTEE) BY BANK**

1. This deed of Guarantee made this.....day of(Month & year) between the Bank of.....(hereinafter called the "Bank") of one part, and IRCTC (herein after called "Indian Railways Catering and Tourism Corporation Limited") of the other part.

2. Whereas-----has awarded the contract for (name of work)(herein after called "the contract") to M/s.....(Name of the Contractor)....herein after called "the Contractor or the Service Provider".

3. AND WHERE AS the Contractor is bound by the said Contract to submit to the IRCTC a Performance Security for a total amount of Rs.....(Amount in figures and words).

4. Now we the Undersigned..... (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of.....(Full name of Bank), hereby declare that the said Bank will guarantee the IRCTC full amount.....of Rs.....(Amount in figures and Words)as stated above.

1. After the Contractor has signed the aforementioned Contract with the IRCTC, the Bank is engaged to pay the IRCTC Administration, any amount up to and inclusive of the aforementioned full amount upon written order from the IRCTC to indemnify the IRCTC Administration for any liability of damage resulting from any defects or shortcomings so the Contractor or the debts he may have incurred to any parties involved in the implementation of the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the IRCTC immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the IRCTC Administration any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
2. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of the Contract i.e 3+1 year + 6-months.)
3. At any time during the period in which this Guarantee is still valid, if the IRCTC Administration agrees to grant a time extension to the Contractor or if the Contractor fails to fulfil the contractual obligations within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5,above,it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the IRCTC Administration and at the cost of the Contractor.
4. The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
5. The neglect or for bearance of the IR/ Railway Administration in enforcement of payment of any moneys, the payment where of is intended to be hereby secured or the giving of time by

the IRCTC Administration for the payment thereof shall in no way relieve the bank of their liability under this deed.

6. The expressions “the IRCTC Administration”, “the Bank” and “the Contractor or the Service Provider” herein before used shall include their respective successors and assigns.

In witness where of, I/We of the Bank have signed and sealed this guarantee on the _____ day of (Month & Year) being here with duly authorized.

For and on behalf of the _____ Bank

Signature of authorized Bank official

Name:.....

Designation:.....

I.D.No.:.....

Stamp/Seal of the Bank:.....

Signed, sealed and delivered for and on behalf of the Bank by the above named In the presence of:

Witness1:

Signature:

Name:

Age:

Full Address:

Witness 2:

Signature:

Name:

Age:

Full Address:

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the ‘Bank Guarantee’.
2. The ‘Bank Guarantee’ shall be from the Scheduled Commercial Bank based in India, acceptable to IRCTC Administration.