

**INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.**

(A Govt. of India Enterprise – Mini Ratna)

M-13, Punj House, Connaught Place, New Delhi

CIN: U74899DL1999GOI101707 Email: [info@irctc.com](mailto:info@irctc.com) website: [www.irctc.com](http://www.irctc.com)



**Indian Railway Catering & Tourism Corporation Ltd  
Expression of Interest For empanelment of Cargo Agents  
Tourism Department – Corporate Office, IRCTC**

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**Empanelment No: IRCTC/CO/TRSM(CARG)/1/2021/Tourism/CO dated 11<sup>th</sup> Oct' 21**

**Date of Publish: 11<sup>th</sup> Oct' 21**

**Last Date & Time for Submission of Applications:**

- i. First cut off date for submission: 1500 hrs on 02<sup>nd</sup> Nov' 21.
- ii. Applications received after first cut-off date shall be scrutinized periodically i.e. every 6 months **(Apr- Sep to be put up in October & Oct- Mar to be put up in April).**
- iii. Empanelment will remain open for 18 months from the date of publish.

**Expression of Interest Processing Fee: Nil**

**Pre-EOI Submission Meeting: 1100 hrs on 20<sup>th</sup> Oct'21, through Video Conference (VC). The request for VC link may be sent to [cargo@irctc.com](mailto:cargo@irctc.com) on or before 1400 hrs of 15<sup>th</sup> Oct'21.  
Mob: +91 8287930303/+918287930154**

**Address:**

**General Manager (Tourism)**

**Indian Railway Catering and Tourism Corporation Limited,**

**M -13 Punj House, Connaught Place, New Delhi – 110001**

**Ph. 011 – 23701101**

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**SECTION – 1**

**Disclaimer**

This Expression of Interest (EOI) is being issued by the Indian Railway Catering and Tourism Corporation Limited (IRCTC) for the purpose of empanelment of Cargo Agents to market and execute its logistics/Cargo business on commission sharing basis: :

1. The information contained in this EOI document is being provided by IRCTC for the limited purposes of enabling the applicants to submit a response to this EOI for undertaking the work and for no other purpose. In no circumstances shall IRCTC, or its respective advisors, consultants, contractors, servants, staff and/or agents incur any liability arising out of or in respect of the issue of this EOI.
2. This EOI is not an agreement or offer by the IRCTC to prospective applicants or any other person. The empanelled party has to compete in financial bid / quotation to take assignments on its evaluation as per terms and conditions. This EOI includes statements, which reflect various assumptions and assessments arrived at by the IRCTC in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require.
3. This EOI is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by IRCTC, its respective advisors, consultants, contractors, servants, staff 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.
4. 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 EOI and obtain independent advice from appropriate sources.
5. 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 EOI 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.
6. 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 EOI.
7. IRCTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.
8. Laws of the Republic of India are applicable to this EOI.
9. Courts at New Delhi only have exclusive jurisdiction to adjudicate upon any dispute relating to EOI.

**SECTION – 2**

**NOTICE INVITING APPLICATIONS FOR EMPANELMENT OF CARGO AGENT ON PAN INDIA BASIS**

1. Indian Railway Catering and Tourism Corporation (IRCTC) New Delhi invites applications for empanelment of Cargo Agents for 02 (two) years, further extendable by 01 (one) year each up to maximum 02 (two) years at sole discretion of IRCTC subject to satisfactory performance.
2. EMD of Rs. 1,00,000/- shall be paid online through e tendering website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). In case of non submission of the said EMD, the application will be summarily rejected.
3. The offer shall remain open for acceptance for 120 days from the date of opening of application or extended period as notified and consented by the applicant(s). The successful applicant(s) shall be intimated about the empanelment and Earnest Money Deposit (EMD) of the unsuccessful applicant(s) shall be returned without interest on the amount deposited within 30 days. The EMD of the successful applicant(s) shall be adjusted against Rolling Security Deposit (RSD) and the same shall be returned (without any interest) after six months beyond the termination of the contract.
4. EOI\_Processing Fee: Nil
5. IRCTC reserves the right to reject any/ all applications without assigning any reason and shall not be bound to accept any / all applications.
6. The Notice Inviting Expression of Interest (EOI) and the enclosed Instructions to applicants, Conditions, Covering Letter Format, Annexures shall form part of EOI Document.
7. This EOI document consists of 38 pages including index and one cover page.
8. All papers should be digitally signed by the Authorized Signatory of the Company to be submitted online.
9. The amendments / clarifications, if any, to the applicants for empanelment will also be available on the above websites only.
10. Applicants that meet ALL the pre-qualification criteria laid down in the document for empanelment need to apply only.
11. In case of Joint Venture (J.V.), the signatory to the application shall be in the similar way by the Lead Member only. In case of J.V., a fresh MoU indicating the specific Projects, input and role of each Partner, etc. shall be submitted with the Application.

General Manager/ Tourism (IRCTC)  
Indian Railway Catering and Tourism Corporation Ltd  
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Connaught Place, New Delhi-110001  
Hand phone: +91-8287930154  
Tel: 011-23701100-01  
Email: [lrkumar1272@irctc.com](mailto:lrkumar1272@irctc.com)

**SECTION – 3**

**INSTRUCTIONS TO THE APPLICANTS**

1. EOI document (all pages), along with all required papers, and must be submitted online.
2. Pre-EOI submission meeting shall be held as per the date indicated to clarify queries, if any.
3. The empanelment is not transferrable.
4. The intending applicants are advised to study the document carefully and acquaint themselves with the conditions therein as they shall form an integral part thereof.
5. The empanelment document may be downloaded from the IRCTC's website (<http://www.irctc.com>).
6. This empanelment document can only be submitted/ received online at <http://www.tenderwizard.com/IRCTC> only. No manual bids/ applications will be accepted.
7. EMD of Rs.1,00,000/- shall be paid through online mode through e tendering website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). In case of non submission of the said EMD, the bid/ application will be summarily rejected.
8. To participate in the empanelment, it is mandatory for the applicants to register themselves with M/s ITI. A detailed procedure for bidding is placed at [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). It may please be noted for submission of bid / application; Class III digital signature is required.
9. Complete EOI (Expression of Interest) document, including all Annexures, with supporting documents, shall be uploaded, and digitally signed by authorized signatory.
10. The applicant should upload complete set of documents in support of Eligibility Criteria as mentioned in this Document.
11. All documents uploaded, in support of Technical Criteria should be digitally signed.
12. Corrigendum/Addendum to this EOI, if any, will be published on website [www.irctc.com](http://www.irctc.com) & [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). No newspaper press advertisement shall be issued for the same.
13. For any difficulty in downloading & submission of document on website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC), please contact at tenderwizard.com helpdesk no. **011-49424365 or cell no 8800115628.**
14. The digital signature of the applicant on the E- tender form will be considered as confirmation that the applicant has read, understood and accepted all the documents referred to in the EOI documents. No deviation is accepted.
15. At any time prior to the application submission date, IRCTC may, for any reason, whether at its own initiative or in response to clarifications requested by a intending applicant, modify the EOI document through the issuance of Addendum which will be given on IRCTC website [www.irctc.com](http://www.irctc.com) & [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) not later than 4 days in advance to the last date of submission of application. IRCTC may,

at its discretion, extend the bid submission date.

16. The application shall remain valid for a period not less than one hundred and twenty (120) days from the due date of submission (Offer Validity Period). Validity of application may be extended for a specified additional period. Applications with validity less than 120 days shall be considered as non responsive and shall be summarily rejected.
17. Any failure on the part of applicant to observe the prescribed procedure and any attempt to canvass for the empanelment shall render the applicants applications liable for rejection.
18. IRCTC reserves the right to empanel any successful applicant (s) at its discretion and this will be binding on applicants.
19. IRCTC may terminate the empanelment if it is found that the applicant is black listed by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.
20. IRCTC reserves the right to reject any / all application or withdraw the application at any stage without assigning any reasons. Nothing contained herein shall confer right upon an applicant or any obligation upon IRCTC.
21. It would be desirable that prior to the submission of application, the applicant has made a complete and careful examination of the requirements and other information set forth in this empanelment document.
22. IRCTC shall not be liable for any mistake or error or negligence by the applicant in respect of the above.
23. The applicant may anytime withdraw their application of empanelment till the last date and time of submission, EMD of applicants will be refunded if already deposited, however the applicant shall not be able to re-submit the application thereafter.
24. The submission of any offer connected with this empanelment document shall constitute an undertaking that the applicant shall have no cause for claim, against IRCTC for rejection of the offer. IRCTC shall always be at liberty to reject or accept any offer at its sole discretion and any such action will not be called into question and the applicant shall have no claim in that regard against IRCTC.
25. **Nonconformity:** IRCTC may waive any minor nonconformity, or irregularity in a empanelment that does not constitute a material deviation, provided such waiver does not prejudice:
  - a) One that limits in any substantial way the scope, quality, or performance.
  - b) One that limits, in any substantial way that is inconsistent with the

empanelment documents, IRCTC rights or the successful applicants' obligations under the contract; and

- c) One that the acceptance of which would unfairly affect the competitive position of other applicants who have submitted substantially responsive applications.

- 26.** If an application is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the applicant by correction of the nonconformity. IRCTC's determination of application responsiveness will be based on the contents of application itself and any written clarifications sought by IRCTC in writing the response to which shall also be in writing.
- 27.** During application Evaluation, IRCTC may at its discretion, ask the applicant (s) for clarification(s) regarding its application and documents submitted. The request for clarification and its response shall be in writing. Additional documents if any required connected to EOI will be requested by the evaluation committee and same need to be submitted by applicants.
- 28.** IRCTC reserves the right to terminate the empanelment process at any stage and will not be responsible for any loss or damages, which the applicant may incur in the process. The applications can be rejected without assigning any reason.
- 29.** The applicants must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. Applications, which are not complete in all respects as stipulated above, may be rejected.
- 30.** Material deficiency in providing the information asked for may result in rejection of the proposal.

**SECTION – 4**  
**SCOPE OF WORK**

**Brief of Activities Expected from CA**

1. IRCTC intends to empanel Cargo agents (CAs) for sales and marketing to acquire business from suitable segments, coordinating, managing & funding the cargo booking related activities including collection of shipments, custom clearance of consignments, custom duty, taxes, warehousing management, freight forwarding, follow up and collections of payments from prospective customers on obligatory commission sharing basis.
2. The scope of work shall cover Marketing, executing and funding all cargo related activities etc as defined in the agreement.
3. The business shall be executed in accordance with the draft agreement enclosed with the EOI document.
4. The empanelled CA will not be taking any Cargo business assignment of a Government/PSU/Autonomous Government institution, where IRCTC is also a bidder to avoid any conflict of interest during the agreement period.

**Performance Bank Guarantee**

5. Short listed Cargo Agents has to furnish an unconditional Bank Guarantee of Rs. 50 Lakhs for six (6) months beyond the contract period before signing the contract before signing of agreement and after issuance of 'Letter of Empanelment'.
6. In case of any fault, fraud, dubious/ defamatory/ unlawful activity by the Cargo agent or any of his associate, IRCTC reserves the right to invoke the Bank Guarantee.

**Commission Structure**

7. The obligatory commission to be sharing by Cargo Agent with IRCTC on the business would be decided by the a committee of three officers constituted by CMD/IRCTC and shall be circulated among all the empanelment Cargo Agents after signing of the agreement.
8. The commission structure shall be reviewed periodically by the IRCTC, preferably after every year or as and when required as per the market conditions.
9. IRCTC shall not be responsible for any financial or otherwise loss happens during shipment and it will be obligation of CA to pay commission as finalised by IRCTC even in case of loss
10. The ratio of commission to be shared by the Cargo Agent as applicable at the time quoting for any tender / work shall remains constant till the completion of particular tender /work.



**SECTION – 5**  
**ELIGIBILITY CRITERIA**

<b>General Information</b>			
SN	Subject	Criteria	Requisite
1	Applicant Details	Name And Full address of the applicant with Telephone, Fax Number(s) & Email address and Name of Contact Person	To be submitted on company letter head
2.	Status of the applicants	Company/ Individual/ Proprietorship /Partnership – Please Specify.	Documentary evidence should be provided
3.	In Case Of - Company.	i) Memorandum of Articles of association/ AOA ii) Certificate of incorporation issued by Registrar of companies iii) Commencement of business certificate	Documentary evidence should be provided
4	In Case Of - Firm, Registered under the partnership Act, 1932	i) Partnership Deed ii) Registration Certificate iii) GST Registration Certificate	Documentary evidence should be provided
5	In Case Of - Proprietorship/Individual business.	i) Registration certificate from any statutory authority. ii) GST Registration Certificate	Documentary evidence should be provided

The following shall constitute the minimum essential criteria for technical qualification for the applicants to participate in the empanelment process

<b>Technical Criteria</b>			
SN	Subject	Criteria	Documentary Evidence
1	Document Fee	NIL	NA
2.	EMD	₹ 1, 00,000/- (Rs One Lakh).	To be deposited online as per instructions mentioned under Section-3 of document
3.	Experience	Minimum 3 years experience of handling cargo business (FY 2018-19, 2019 -20 , 2020-21)	Documentary evidence should be provided

4	Registration and Licenses	1. GST certificate 2. IATA License for cargo 3. CHA license or should have association with CHA license holder	1. GST certificate 2. Certified copy of IATA license 3. Certified copy of CHA license
5	Income Tax	Should be assessed to Income Tax	Certified PAN Card copy should be provided Certified copies of Income Tax Return for FY 2017-18, 2018-19, 2019-20
6	Minimum Annual Turnover Criteria	Average annual minimum turnover in last three (03) years, should be INR 10 crores from Cargo business (In case, there is an impact of Ind-AS, if any, the same will be considered)	1. Copies of the audited Profit & Loss account & Balance sheet. 2. A certificate from Chartered Accountant clearly mentioning the turnover from cargo business for the period 2017 -18, 2018 -19, 2019 -20
7	Net Worth	2 Cr.	Company net worth certificate of Rs. 2 Crore as on 30.06.2021 duly certified by Chartered Accountant
8	Experience in handling Govt Cargo	Experience of handling shipments of Ministry of External Affairs / Ministry of Defence / Govt of India / CPSUs / State Govt / State PSU / Autonomous institutions promoted by Central or state govt (minimum 3 work orders / LOA in last 3 years ) (FY 2018-19, 2019 -20 , 2020-21)	Copy of work orders / LOA

Note: Technical eligibility will be evaluated on the basis of documents as detailed above.

## **SECTION-6**

### **SCRUTINY OF APPLICATION & APPOINTMENT OF CARGO AGENTS**

1. The Technical Evaluation Committee appointed by the IRCTC shall carry out its Technical evaluation as per criteria specified in the eligibility criteria in Section -5 of document for empanelment. Thereafter, technically qualified applicants, minimum 06 would be called for appointment as CARGO AGENT of IRCTC **on non-exclusive basis** for promoting cargo business (subject to the response to EOI).
2. Upon furnishing of the Performance Bank Guarantee by technically successful applicant, IRCTC will appoint CARGO AGENT in India for 02 (Two) years and further extendable by one year each for maximum 02 (Two) years subject to

satisfactory performance and request in writing from CA on non- exclusive basis at the discretion of IRCTC.

3. The appointed CA will submit the Running Security Deposit of Rs. 50 Lakhs within 30 days of finalisation & circulation of obligatory commission to be sharing by Cargo Agent with IRCTC
4. Empanelled CA will not be permitted to quote till the time RDS is submitted with IRCTC.
5. All the intending applicants are required to be technically eligible as per the 'Eligibility Criteria' mentioned in the tender document.
6. Applications received after first cut-off date shall be scrutinized periodically i.e. every 6 months **(Apr- Sep to be put up in October & Oct- Mar to be put up in April)** as per empanelment guidelines prevailing at the time of receipt of fresh application.
7. In case of a holiday or closure of office due to any unforeseen reason, the cut off date shall be considered next working day.
8. The tenure of empanelment for subsequent CAs empanelled after the empanelment of CA/s in the first batch; will be co-terminus to the tenure of the empanelment of the first empanelled CA/s through this EOI after completion of all formalities including agreement.

#### **METHODOLOGY OF MARKETING AND WORK ALLOCATION TO CARGO AGENT/S**

1. Marketing of Freight Forwarding services to Govt Departments, PSUs, Autonomous Bodies and other organisations under Government of India / State Governments Control will be done jointly by engaged Cargo Agent/s and IRCTC.
2. All communication will be carried out by IRCTC or by appointed Cargo Agent/s duly marking copy to IRCTC.
3. IRCTC stationary will be utilised for this business proposition.
4. Written intimation from the Cargo Agent/s to IRCTC regarding fixation of appointment with the institution's official/s duly specifying the name, designation, department and address of official/s from institution is must for allocating a client on adhoc basis to a cargo agent for marketing purpose. The meeting must not be fixed beyond 15 days from the date of intimation.
5. In case meeting is to be rescheduled, it should be within ten (10) days of initially scheduled date of meeting. On the condition of written intimation to reschedule the meeting by institution, it can be rescheduled on any day within the 30 days of initial scheduled meeting and client will remain allocated on adhoc basis to cargo agent for marketing purpose; otherwise other appointed cargo agents will be free to approach the institution.
6. Cargo Agent whosoever approach an institution first followed by a meeting with officials from institution in presence of IRCTC official/s and submission of a

proposal letter to consider IRCTC for cargo related work will be given one year to follow-up for business with particular institution and other appointed cargo agents will not approach that institution for Cargo Business on behalf of IRCTC or directly.

7. In case no business is generated / empanelment / engagement letter is issued in favour of IRCTC to consider for cargo business within one year of follow-up; institution can be approached by other appointed cargo agents as well for tender enquiry / empanelment on behalf of IRCTC.
8. Cargo Agents are not authorized to submit the quotation/proposal to Customers directly on behalf of IRCTC.
9. The tender enquiry generated by an authorised agent from any institution through its marketing efforts with due intimation to IRCTC, is only to be considered to offer quote for participation in the tender process as well as execution of the job awarded to IRCTC through the same Cargo Agent.
10. Enquires received directly by IRCTC from an institution will be shared with all the authorised agents for obtaining quotations. Upon getting the work order based on the bid submitted, the resultant lowest bidder will be awarded the job. In these cases except the cost of Performance Bank Guarantees, all other expenditure on account of executing the assignment will be borne by lowest bidder / executing agent. The payment will be released to the CA by IRCTC on receipt of the payment from the institution.
11. A ministry / Department / Agency / PSU having centralised vendor management / engagement system in place will be considered one institution for the purpose of marketing.
12. Institutions where no policy of centralised procurement / engagement of vendor exists and engagement of vendors is done locally, Cargo Agents will be free to approach such offices duly following the procedure as above, though one unit / office authorised to issue tenders is to be followed-up by one agent only.
13. The Marketing & work allocation methodology shall be reviewed & revised by IRCTC periodically; preferably after every six month depending on the business. All engaged vendors need work in accordance to the same.

General Manager/ Tourism (IRCTC)  
Indian Railway Catering and Tourism Corporation Ltd  
Punj House, M-13  
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Email: [lrkumar1272@irctc.com](mailto:lrkumar1272@irctc.com)

**Annexure-I****(To be printed on the Company's letter head)****TECHNICAL PROPOSAL FOR APPOINTMENT OF CARGO AGENT**

From (Name & Address of the Applicant)	General Manager/ Tourism (IRCTC)
.....	Indian Railway Catering and Tourism
.....	Corporation Ltd
.....	Punj House, M-13
.....	Connaught Place, New Delhi-110001

**Subject: Appointment of Cargo agents for Indian Railway Catering & Tourism Corporation Ltd in India**

**Ref.: No.: IRCTC/CO/TRSM(CARG)/1/2021/Tourism/CO dated -----**

We, the undersigned, confirm that we have carefully gone through terms and conditions of appointment document and meet the pre-qualification criteria listed in the document for appointment of CAs and submit the following.

**I. General Information**

1. Name of the Organization :
2. Represented by :  
(Name and Designation)
3. Address :
4. Telephone No. :
5. E-mail address :

**II. Qualifying Information** (Self attested copies of relevant documents to be enclosed)

1. Experience (No. of years in this trade)
2. Registration and Licenses
3. Service Tax & GST no.
4. PAN number
5. Income Tax Return for last 03 years
6. Cargo IATA certificate
7. CHA license
8. Domestic and international network/ tie-ups
9. Access to warehousing facility in India and abroad
10. No debarred/blacklisted by Government
11. Net worth Certificate (certified by CA)
12. Experience of handling Govt Cargo
13. Affidavit as per 'Annexure – IV'

III. **Turnover:** Audited copies of P&L account and Balance Sheets for last 03 financial years to be enclosed.

IV. **Additional Information.**

1. Staff strength:  
(Total No. of staff employed by you)
2. List of Serviced clients:  
(List of clients should be provided for verification).
3. Awards & Certificates (if any):  
(Should give evidence of awards/certificates and/or citations).
4. Branch Office:  
(No. of Branch Offices along with the address of each should be submitted. Sub agents, if any, should also be included).
5. Financial Institution:  
(Letter of recommendation/solvency should be submitted from the bank or recognized financial institution).

Yours Sincerely,

Signature

Name

Name of the Organization

Address

Office SEAL

**(To be printed on the Company's letter head)****UNDERTAKING**

From (Name & Address of the Applicant)	General Manager/ Tourism (IRCTC)
.....	Indian Railway Catering and Tourism
.....	Corporation Ltd
.....	Punj House, M-13
.....	Connaught Place, New Delhi-110001

**Subject: Appointment of Cargo agents for Indian Railway Catering & Tourism Corporation Ltd in India.**

**Ref.: Appointment No.: IRCTC/CO/TRSM (CARG)/1/2021/Tourism/CO dated -----**

1. I/ we do hereby declare that the information given in this application, documents enclosed are true to the best of my / our knowledge and belief.
2. I / we undertake that I have full authority to submit this EOI Document along with the required documents, on behalf of \_\_\_\_\_ (name of the company).
3. I/We the undersigned certify that, having read and examined in detail eligibility criteria, all terms and conditions, draft agreement and integrity pact as mentioned in the EOI documents of the subject appointment and have fully understood the contents thereof and the same are acceptable to me/us.
4. I/We do propose hereby to provide all services as mentioned in the document for appointment as CA for Indian Railway Catering & Tourism Corporation Ltd.
5. I/We declare that all the services will be performed strictly in accordance with as listed in the EOI document irrespective of whatever has been stated to the contrary anywhere in our application.
6. I/We certify that there has been no conviction by a Court of Law or indictment / adverse order by a regulatory authority for any grave offence against us. It is further certified that there is no investigation pending against us or the CEO, Directors / Manager / Employees / partner/ representative of our concern or of our sister concern(s).
7. I/We confirm having submitted the information as required in the document for appointment. In case any further clarification/documentary proof in this regard before scrutiny of our application, we agree to furnish the same in time.
8. I/We hereby declare that, if our application is accepted we shall deposit the running deposit before signing of the agreement.

9. Our Proposal is binding upon us up to expiration of the validity period of the Proposal. I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, I/we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We understand you are not bound to accept any Proposal you receive.
10. I/we have read and understood the contents of the draft agreement as given at Annexure (V) of the document for appointment and would be signing the agreement when invited to do so.
11. We understand that it is sole discretion of IRCTC to accept or reject the application for appointment without any intimation to us.

Yours sincerely,

Authorized signatory:

Name and title of Signatory:

Name of Firm:

Address:

Signature & Seal of Applicant

Date\_\_\_\_\_

Place\_\_\_\_\_



(To be printed on the Company's letter head)

**Undertaking for Cargo Movement**

From (Name & Address of the Applicant)	General Manager/ Tourism (IRCTC)
.....	Indian Railway Catering and Tourism
.....	Corporation Ltd
.....	Punj House, M-13
.....	Connaught Place, New Delhi-110001

**Subject: Appointment of Cargo agents for Indian Railway Catering & Tourism Corporation Ltd in India**

**Ref.: Appointment No.: IRCTC/CO/TRSM(CARG)/1/2021/Tourism/CO dated\_\_\_\_\_.**

This is to certify that M/s. \_\_\_\_\_ has experience in handling Cargo movement,

- a)** From door to door Pick-up and delivery and also well versed handling pre-packaged / sensitive cargo, dangerous goods, valuable cargo, time bound cargo, odd size cargo, machinery & equipment, motor vehicles both Domestic as well as International stations.
- b)** Shipments of Ministry of External Affairs / Ministry of Defence / Govt of India / CPSUs with supporting documents like – copy of invoices, work orders are enclosed.

Signature of the applicant / Authorised Signatory

Name & Designation

Company Seal

Date & Place:

**Annexure: IV**

**AFFIDAVIT**

I, ....., S/o or W/o or D/o Sh. ...., authorized signatory of .....do hereby solemnly affirm and declare as follows:

1. I/we certify that ----- firm / organisation is not blacklisted by Government or its agencies including central / state level Public Enterprises / sector units etc.
2. I/we certify that in the last three years, -----/ any of the associate have neither failed to perform on any contract, as evidence by imposition of Penalty by an arbitral or Judicial authority or a Judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
3. I/we undertake non-disclosure / sharing of confidential information with third parties.

**DEPONENT**

**Verification**

I, \_\_\_\_\_ s/o Shri \_\_\_\_\_ authorised signatory of \_\_\_\_\_, Deponent do hereby solemnly affirm and state that the contents of this affidavit are true and correct and no part of it is false and nothing material has been concealed there from.

Verified at \_\_\_\_\_ on this day of \_\_\_\_\_, 2021.

DEPONENT

**DRAFT AGREEMENT**  
**APPOINTMENT OF CARGO AGENT**

This Agreement for appointment of Cargo Agent ("Agreement") is executed at New Delhi on this the \_\_\_\_ day of \_\_\_\_ 2021 is made by and between:

**Indian Railway Catering & Tourism Corporation Ltd** (hereinafter referred to as "IRCTC"), a Govt of India Undertaking having its Registered Office ----- through its authorized officer Shri. ----- (designation) ----- which expression shall include without limitation unless repugnant to the meaning or context thereof, shall mean and include its successors, representatives, affiliates and permitted assigns of the **FIRST PART**

AND

**M/s** ----- having its Registered Office at ----- through its duly authorized officer Shri \_\_\_\_\_ (designation) (hereinafter referred to as the "**Cargo Agent**"/"**CA**") which expression shall include without limitation unless repugnant to the meaning or context thereof, shall mean and include its successors, representatives, affiliates and permitted assigns of the **SECOND PART**.

(IRCTC and M/s----- hereinafter collectively referred to as "Party" or "Parties").

**RECITALS**

**WHEREAS** IRCTC is engaged, inter-alia, in the business of air-ticketing, transport, tour packages, catering and other travel related services

**WHEREAS** IRCTC (any reference to IRCTC will always include its various divisions) is engaged, inter-alia, in the business of tourist trains, holidays & Tours, Conferences and Events, Transportation, LTC and allied products and services developed by IRCTC as well as the products and services of the third parties for the resident as well as non-resident Indians.

**WHEREAS**, IRCTC intends to appoint CA for promoting cargo business on a Commission sharing basis.

**WHEREAS**, the Cargo Agent hereupon referred to as CA, is an agent for handling cargo and all related activities.

**WHEREAS**, the scope of work shall cover activities involving direct or indirect sales and marketing to acquire business from suitable segments, coordinating, managing & funding the cargo booking related activities including collection of shipments, custom clearance of consignments, custom duty, taxes, warehousing management, freight forwarding, follow up and collections of payments from prospective customers, and services as more detailed in clause B (Scope of Services) of this Agreement.

**WHEREAS**, the CA shall deal with the Corporate Office/Branch Office of IRCTC. The bills may be raised to the respective office of IRCTC unless advised otherwise.

**WHEREAS**, the CA has all requisite licenses including CHA license, Cargo IATA license, BCAS NOC, permissions, accreditations, expertise and machinery/infrastructure to handle cargo business and its related activities for prospective customers on behalf of IRCTC and should request IRCTC to appoint it as IRCTC's CA.

**WHEREAS**, pursuant to the submission of proposal and discussions, believing the representations of the M/s ----- to be true, IRCTC has agreed to appoint M/s.....as CA of IRCTC on the terms and conditions hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**A. APPOINTMENT OF CARGO AGENT (CA)**

1. IRCTC hereby appoint M/s -----as its CA on a non-exclusive basis.
2. IRCTC retains the absolute rights to establish its own office or branch and conduct such business activities independently or through any other mode or by empanelling more cargo agents in future that they have authorized the CA and the CA shall have no objection of any nature whatsoever for the same.
3. The office of the CA shall not constitute a branch of IRCTC. The CA shall not have authority to bind IRCTC to any agreement/arrangements.

**B. SCOPE OF SERVICES**

4. CA agrees and undertakes it will ensure complete accounting of the cargo business activity.
5. CA agrees and undertakes that it will execute custom EDI registration, custom documentation and clearance of consignments from airports/seaport/road and all activities related to freight forwarding, including dealing with transport companies, chartering aircrafts for special transportation of cargo, trucks, ships etc. and transporting to various destinations as desired by the clients in India and across the world with a copy marked to IRCTC.
6. CA agrees and undertakes to provide warehousing of consignments at origin and destination, fumigation, packing, repacking & labelling of consignments, safely cargo loading, and unloading handling, transportation, to and from warehouse to destination in India and abroad, lashing, stuffing, chocking in the container for sea shipment, carting of the cargo, dangerous goods handling including transportation, packing and documentation, dealing with different local authorities to handle the cargo smoothly, overseas transportation and custom clearance with airfreight.

7. CA shall be responsible and accountable for proper safety, care, insurance, handling and storage of the cargo while in its custody or in the custody of its overseas associates. CA shall be liable to compensate concerned service users of any loss, damage and /or destruction of goods while in CA custody or in the custody of its overseas associates if arising due to negligence of CA/Associates.
8. CA agrees and undertakes that if any goods intended to be exported or any goods imported are withheld by the Customs or other authorities for any alleged infringement of law, the Agent shall immediately take necessary action in that connection and IRCTC shall not be responsible for any consequential loss.
9. CA agrees and undertakes that if any goods are arrested for confiscation under the Customs Act or any other law / by law in force then CA will facilitate all proceedings for recovery of the arrested or confiscated goods on behalf of the Client on his request.
10. CA agrees and undertakes to provide list or other related documents of its associates as and when on demand by IRCTC.
11. CA agrees and undertakes that it shall manage booking of consignments and related activities such as billing, documentation insurance, inspection of cargo, ensuring statutory compliances etc.
12. CA agrees and undertakes to prepare SoPs for operation of the business, including setting terms and conditions for delivery of service to customers/clients.
13. CA agrees and undertakes that it shall provide on the job training to IRCTC employees and arranging IATA cargo license when eligible for IRCTC.
14. The entire air ways bill and other cargo related documents for shipment will be issued & billed directly to the client or in the name of client on behalf of IRCTC. In case of weight discrepancy the Airway bill shall be amended to correct weight by the Airlines as found by them with applicable published rate with penalty which may range from 50% to 100% depending upon the Airline Policy.
15. The CA undertakes that in case of the weight discrepancy more than 5% of the declared weight the shipper may be debarred from further shipments on the particular Airline as per the respective Airline Policy.
16. The CA undertakes to do the packaging as per the calculation of the volume, weight and height and the same shall be reflected on the Airway bill. In case if there are additional charges due to re-weighing the shipment at the port of destination then the CA shall debit the additional charges to IRCTC in the Indian Currency. The calculation shall be done as per the following method:  
Port to Port calculations it shall be:  $\text{vol.wt.} = L*B*H \text{ cms} / 6000$   
And for Door to door it shall be:  $\text{vol.wt.} = L*B*H \text{ cms} / 5000$
17. The respective prices at which the CA shall sell the cargo related services shall be decided in consultation with IRCTC from time to time. It shall be the duty of the CA to collect the payment for the services and remit the same to IRCTC.

18. The CA shall draw the attention of all customers to the terms and conditions furnished by IRCTC subject to which the booking of cargo consignments and other arrangements are accepted and also the other charges which shall be levied to the customers along with the supporting documents. The details of the other charges charged to the customers and the supporting documents is attached herewith and marked as Annexure – “VI”.
19. The CA agrees that the Airway bill shall contain the details related to the consignee Telephone/Fax number and details pertaining to dangerous goods/, chemical name and other related information.
20. The CA on the receipt of query related to handling of cargo bookings of customer shall intimate IRCTC by fax / telephone / Email.
21. The CA shall provide monthly reports of present and future market developments as well as any other sales or commercial information that might reasonably be required by IRCTC.
22. On request by IRCTC special publicity or advertising shall be carried out by the CA. Publicity material provided by IRCTC shall remain the property of IRCTC.
23. The CA shall ensure that the consignments are delivered on time to the receiving points designated by IRCTC / Client.
24. As evidence of proper final delivery to consignee or his agent, the CA shall obtain a signed delivery receipt for each shipment. The CA shall return one copy of the IRCTC's cargo manifest indicating the arrival date of each shipment. When shipments are made on freight collect basis, it will be the responsibility of the CA at the delivery end to collect all charges.
25. In the event, that the consignee does not accept a shipment immediately or refuses to accept it for any other reason, the CA shall immediately communicate this to IRCTC and wait for disposal instruction.
26. The CA shall promptly follow up and reply to all requests made by IRCTC for proof of delivery and all communications it may receive from the other.
27. IRCTC shall not take any responsibility for delay in pick up/delivery of cargo, loss of cargo, pilferage, mishandling of cargo etc. after the shipment has been cleared from the customs and handed over to the airline. It will be entirely under preview of CA. The CA undertakes that in case IRCTC or the customers lodge a complaint with the concerned airline for the loss of cargo they shall render their assistance in the matter on request by IRCTC.
28. The CA undertakes that due to the operational or documentation error by the client or the shipper/consignee the shipment is required to be returned or it comes back to the origin all the charges/penalties levied by the carrier or the customs shall be borne by the respective customers.

**C. Running Security Deposit, Commission & Payment Terms**

29. The CA shall provide a running deposit of Rs. 50, 00,000/- (Rupees Fifty Lakh only) with IRCTC in addition to performance bank guarantee. The running deposit by CA should be provided on or before the execution of this Agreement for performance of its obligation under this Agreement. CA hereby expressly empowers IRCTC to utilize the said deposit to recover any dues or outstanding without any demur. The same may be replenished once the deposit gets exhausted. The cargo bookings can be made only against advance deposit. The amount of the money would be upwardly revised based on volume of business. Advance payment towards freight charges etc wherever required is to be paid by CA. The bills for the services rendered by the CA to be submitted to IRCTC with relevant supporting documents after successful execution of the assignment for releasing payment as per the agreement.
30. **Commission Structure**: The commission of IRCTC will be as follows.
- a.) The Parties have mutually discussed all the commercial terms and the rates applicable to air (exports and imports), sea (export and imports), Land (truck, tempo, trailer, and rail) and insurance.
  - b.) The obligatory commission to be sharing by Cargo Agent with IRCTC on the business would be decided by the a committee of three officers constituted by CMD/IRCTC and shall be circulated among all the empanelment Cargo Agents after signing of the agreement.
  - c.) It will be obligation of CA to pay commission to IRCTC as finalised by the IRCTC.
  - d.) IRCTC shall not be responsible for any financial or otherwise loss happens during shipment and even in case of any loss the CA will pay commission mandatorily.
  - e.) The CA should furnish documents in support of their expenditure / charges made.
  - f.) The CA's payment as agreed will be settled by IRCTC / or respective branch office after receiving full payment from the customers.
  - g.) Any additional costs due to the operating negligence by the CA shall not be reflected in any calculation of commission and such costs shall be borne entirely by the CA.
  - h.) The payments shall be made after withholding the taxes as per the required laws or regulations.
  - i.) The commission structure shall be reviewed periodically by the IRCTC, preferably after every year or as and when required as per the market conditions.
  - j.) The ratio of commission to be shared by the Cargo Agent as applicable at the time quoting for any tender / work shall remains unchanged till the completion of particular tender /work.

**D. Other Terms and Conditions**

31. The CA shall have telephone, Fax and email address for correspondence.
32. IRCTC may participate in tendering process of government departments to procure cargo business based on request received from CA. However CA would make all arrangements for EMD and security deposit or else it would be adjusted against running deposit.
33. The CA shall be liable to bear all other expenses, which may be incurred by the CA during the validity of this Agreement, which are not specifically agreed to be borne by IRCTC.
34. The person/s deployed by CA to handle the responsibility of the CA in terms of this Agreement even if handling that responsibility exclusively, shall be always considered to be the employees of the CA for all purposes and the CA alone shall be responsible to fulfil the entire contractual and legal obligation towards such employee. The CA shall ensure compliance of all statutory laws / provisions applicable to his employees. IRCTC would not bear any cost towards salary/wages of employees deployed for execution of complete cargo booking/assignment by CA or its associate.
35. The CA shall have no right to alter, modify or amend any of the Terms and conditions laid down by IRCTC. IRCTC shall not be responsible for any promises made by the CA beyond the services mentioned in this Agreement.
36. The CA shall be liable to reimburse all costs incurred by IRCTC for complaint or alleged grievance raised by the customers against CA in any court of law or otherwise for any wrong information or false promises made by the CA to the client to take the booking.
37. The CA shall not without the prior consent in writing of IRCTC pledge or engage the credit of IRCTC or enter into any contract on behalf of IRCTC other than booking of Cargo assignments for IRCTC as governed by this Agreement.
38. The CA hereby agrees to indemnify and shall keep indemnified IRCTC, their directors, officers, employees in respect of losses caused to IRCTC by the reason of the representation being made by the CA beyond the authority given by IRCTC and against any and all actions, claims, losses, proceedings, costs, damages which IRCTC may sustain as a result of the actions, failure of the CA, its directors, officers, employees or agents.
39. The CA shall be fully responsible and liable for implementation of various laws enforce or to be enforced by Government or local authorities during currency of contract.
40. This arrangement dose not in any manner create any right or license in favour of the CA as regards the intellectual property rights of IRCTC including their logos, brand names, trademarks, whether registered or not, used or applied. The CA further agrees to immediately inform IRCTC in case of any infringement of Trademark(s) owned and registered with the authorities by IRCTC. The CA shall not



use the name of IRCTC in connection with any business or transaction not directly concerning to IRCTC.

41. Except as strictly required by law, this Agreement shall not be shown nor the contents divulged to any third party by the CA without the prior written consent of IRCTC.

**E. Failure to abide by the Terms and Conditions:**

43. (a) If CA fails to abide by the Terms and Conditions of the Application document/agreement or is found misusing IRCTC or any of its divisions name for their exploit, IRCTC will have the right to invoke Performance Bank Guarantee and forfeit the Running Deposit provided by CA.

- (b) If the CA fails to comply with rules, regulations and statutory obligations related to Cargo Business, it shall be entirely responsible for consequences thereof and will hold IRCTC indemnified of such consequences.

**44. Undertaking By The CA:**

- a. CA will take all appropriate actions in case of non-delivery, short-delivery and damages during transportation, such as making and settling claims with freighter/insurance agencies.
- b. The CA will not commit any act or omit to do any act or thing whereby the name or reputation of IRCTC is jeopardized or compromised in any manner whatsoever;
- c. The CA will display the Promotional Material at its office and at all of its outlets in accordance with the **written** instructions of IRCTC;
- d. The CA will make its best endeavours to promptly process all requests for cargo bookings and other related activities authorized by customers and forward all inquiries to IRCTC;
- e. The CA will submit before use any advertising / commercial/ promotional material including the name of IRCTC proposed to be used by the CA, for the approval of IRCTC.
- f. The CA will comply with and prepare all documents required by local laws, regulations and such other documents as may be required by IRCTC from time to time;
- g. The CA will forward any application / request received by the CA for refund / reimbursement / cancellation or settlement together with all relevant information and documents / papers to IRCTC. All decisions as to payment of any refund / reimbursement or settlement shall be made exclusively by IRCTC.
- h. The CA shall not without the prior written authority of IRCTC make or promise any refund or reimbursement on behalf of IRCTC.
- i. In the event a request for refund, reimbursement or settlement is received by the CA after the CA has deposited the Cheques / Drafts/ RTGS transfer, in the bank account of IRCTC shall at its sole discretion and subject to its terms and conditions & cancellation charges refund the balance to the CA who shall return the same to the customers. It is clearly understood that all rules and regulations relating to

refund as stipulated by RBI from time to time shall prevail.

- j. The CA shall bear all bank charges relating to the refund, reimbursement or settlement as and when he is required to do.

45. Warranties by the CA:

The CA represents and warrants that:

- a. Is duly organized within its jurisdiction of organization and it has full power and right to conduct its present business and operations and enter into, perform its duties and functions and meet its obligations and liability under this Agreement.
- b. Neither the execution of this Agreement nor its performance or compliance will contravene or conflict with or result in breach of the terms of any Agreement, document, instrument or arrangement to which the CA is a party or by which the CA is a party or by which the CA is bound;
- c. There are no suits, actions of administrative or other proceeding pending or to the knowledge of the CA threatened or likely which may have a material adverse effect on the ability of the CA to perform its duties and functions and meet its obligation under this Agreement.
- d. All information and documents given by the CA to the IRCTC in connection with this Agreement are true and accurate in all material respects are not misleading and do not omit material facts.
- e. The CA shall ensure that none of its employees make any claims to being the employees of IRCTC. The CA shall ensure compliance of all statutory laws / provisions applicable to his employees.
- f. The CA shall not affect any changes in its management without informing IRCTC of the precise nature of the proposed change. Term of this Agreement or at any time thereafter, any information disclosed, communicated or given or gained or otherwise acquired by the CA under, pursuant to or by virtue of or as a result of the implementation of performance of this agreement and shall ensure that the same is kept secret and confidential by himself / itself and its employees at all times.

46. Force Majeure: Neither Party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. The Party affected by an event of Force Majeure will immediately notify the other Party of such an event and will also notify the unaffected Party on cessation of disability resulting from such Force Majeure act.

47. Arbitration: Any dispute which is not settled shall be referred to arbitration in accordance with the provisions of the Arbitration & Conciliation Act 1996 (amended from time to time) to the Chair Person & Managing Director of IRCTC for appointment of Sole Arbitrator. The Sole Arbitrator so appointed shall not have any

direct or indirect of any past or present relationship or interest in any of the parties. The arbitration shall be in New Delhi and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996".

48. Jurisdiction: This Agreement shall be governed by the Laws of India and the courts of New Delhi shall have the exclusive jurisdiction for settlement of the matter.

**49. Termination**

- a) IRCTC shall be entitled to terminate the present Agreement without assigning any reason for the same by giving to the other Party, thirty days' notice in writing. The CA may terminate this Agreement by giving thirty days' notice in writing also. On termination all accounts have to be settled and the CA shall handover all the property and amounts of IRCTC and shall discontinue the use of the property and name of IRCTC.
- b) IRCTC may terminate this Agreement forthwith in the following circumstances:  
In the event of the CA hereto becoming insolvent, being declared bankrupt or ceasing business, the other Party may terminate this Agreement with immediate effect.  
In the event that the CA commits a breach of any of the material terms and conditions of this Agreement, which breach is not cured within days of receipt by the Party in breach of a notice and calling upon the party in breach to remedy it.

**50. Validity of Agreement/Appointment of CA**

This Agreement shall be valid for 02 (two) years, further extendable by 01 (one) year each up to maximum 02 (two) years at sole discretion of IRCTC subject to satisfactory performance, from Date the date of issuance of first 'Letter of Empanelment' to the any of applicant shortlisted through this empanelment.

51. Assignment/Sub Contract: The CA shall not assign, transfer or delegate any of its rights or responsibilities under this Agreement without the prior written consent of IRCTC.
52. Severability : If any provision of this Agreement or any part thereof is rendered void, illegal and unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. However, the Parties herein shall be entitled to negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practical to such invalid, unenforceable or illegal provisions.

53. Waiver: Any delay, indulgence or forbearance by the Parties hereto in enforcing the terms of this Agreement shall not be construed on the Part of such Party of any breach or non-compliance of the terms and conditions of this Agreement by the Other Party nor shall the same in any manner prejudice the rights to the Party delaying, indulging or forbearing in enforcing the terms of this Agreement.
54. Headings: The clause and paragraph headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation hereof. The term 'Bidder' mentioned in the integrity pact attached with the Agreement may be read as 'CA'.
55. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument. Signatures on this Agreement may be exchanged by facsimile or PDF; this Agreement shall become binding on exchange in such manner even if physically original execution copies are later exchanged.
56. Entire Agreement: This written Agreement contains the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and no other term, or promise or condition or obligation, oral or in writing shall be pleaded as agreed upon between the Parties relating to this Agreement unless evidenced in writing and signed on behalf of each parties. For all purposes, this Agreement signed by IRCTC and the CA will be considered as the formal contract.
57. AMENDMENTS: This Agreement may be amended only by in writing signed by all Parties hereto.
58. Notice: Notices, approvals, and consents required or permitted under this Agreement shall be in writing and shall be sent by hand or by certified mail, postage prepaid, to the address listed for each Party below, or such address as such Party may hereafter specify; or by facsimile with electronic confirmation of receipt.

59. Independent Contractor: It is agreed that no employee-employer relationship, joint venture, partnership, or agency relationship shall exist between the Parties for all intents and purposes.

Indian Railway Catering & Tourism Corporation Ltd  
Punj House, M-13 Connaught Place  
New Delhi-110001

Fax:

Tele:

Attn:

Fax:

**For CA**

Address:

Attn: Mr.

Fax:

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands to this writing the day and year first herein above mentioned.

SIGNED, SEALED AND DELIVERED BY )  
The within named IRCTC, )  
M/S. \_\_\_\_\_ )  
By Mr. \_\_\_\_\_ )

In presence of witness: )

1.

2.

SIGNED AND DELIVERED BY )  
The within named CA )  
M/S. \_\_\_\_\_ )  
By Mr. \_\_\_\_\_ )  
In presence of witness: )

**(List of indicative charges)**

Sr. No.	Indicative charges
1.	Transportation
2.	Warehousing
3.	Repacking
4.	Labeling
5.	Loading
6.	Unloading
7.	Lashing/Stuffing/Chocking
8.	Fumigation
9.	Carting Charges
10.	Custom Documentation
11.	Custom Clearance
12.	Custom EDI Charges
13.	Fuel Surcharge
14.	Security Surcharge
15.	Screening Charges
16.	Delivery Order Charges
17.	Endorsement Charges
18.	Terminal Handling Charges
19.	Import Delivery Order Charges
20.	Demurrage Charges
21.	DG Transportation
22.	DG Packing

23.	DGR Documentation
24.	Local & Carrier Charges
25.	Misc. Charges
6.	Import Transportation
27.	Import Custom Duty
28.	Import Custom Clearance Agency
29.	Taxes & Insurance

**Annexure - VII**

**INTEGRITY PACT**

This Agreement is executed at New Delhi on this the \_\_ day of \_\_\_\_\_ 2021 between Indian Railway catering & Tourism Corporation Ltd – A Govt of India Undertaking) having its Registered Office at \_\_\_\_\_ through its authorized officer Mr \_\_\_\_\_ (designation) (hereinafter Principal)

And

M/s \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ through its duly authorized officer Shri \_\_\_\_\_ (designation)., (hereinafter Bidder/Applicant / Contractor)

**Preamble:**

The Principal intends to award contract for appointment of a Cargo Agent M/s-----. The Principal 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/ applicant(s) and /or Contractor(s).

**Section 1- Commitments of the Principal.**

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



**Section2- Commitments of the Bidder/Applicant(s)/ Contractor(s)**

1. The Bidder/applicant(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during the contract execution.
  - a) The Bidder/applicant(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the appointment process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
  - b) The Bidder/applicant(s)/Contractor(s) will not enter with other Bidder/applicant/applicants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, 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/applicant(s)/Contractor(s) will not commit any offence under the relevant IPC/Cr.PC Act; further the Bidder/applicant(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder/applicant(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder/applicant(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e) The Bidder/applicant(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder/applicant(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3: Disqualification from appointment process and exclusion from future contracts**

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

**Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder/applicant(s) from the appointment process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5: Previous Transgression**

1. The Applicant declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the appointment process.
2. If the Applicant makes incorrect statement on this subject, he can be disqualified from the appointment process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

**Section 6: Equal treatment of all Bidder/Applicant /Contractors/Subcontractors.**

1. The Bidder/applicant(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidder/applicant/applicants, contractors and subcontractors.
3. The Principal will disqualify from the appointment process all Bidder/applicant/applicants who do not sign this Pact or violate its provisions.

**Section 7: Criminal charges against violation Bidder/Applicant(s)/ Contractor(s)/Sub contractor(s).**

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

### **Section 8: Independent External Monitor/Monitors**

The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, IRCTC.

The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the CMD, IRCTC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the IRCTC Board If the Monitor has reported to the CMD, IRCTC, a substantiated suspicion of an offence under relevant IPC/Cr.PC Act, and the CMD, IRCTC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word 'Monitor' would include both singular and plural.

### **Section 9 - Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract.

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

**Section 10 - Other provisions**

This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to 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.

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(For & on behalf of the Principal)

(Office Seal)

Place ----- Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

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(For & On behalf of Bidder/applicant/ Contractor)

(Office Seal)

Witness 1

(Name & Address)

Witness 2:

(Name & Address)

**Annexure- VIII****Check list for uploading of documents**

Sr No	Description	Uploaded Yes/No
1	EMD of Rs.01 Lakh, proof of payment.	
2	Documentary evidence towards three years experience in the same trade (2018-19, 2019-20, 2020-21).	
3	Copy of GST certificate and GST returns for last 2 years (2018-19, 19-20).	
4	Certified copy of PAN Card.	
5	Certified copy of Cargo IATA	
6	Certified copy of CHA license	
7	Certified copy of Domestic and international network/ tie-ups	
8	Certified copy of Access to warehousing facility in India and abroad	
9	Certified copies of Income Tax Return for last 03 years (FY – 2017 -18, 2018 -19, 2019-20)	
10	Copies of the audited P&L account & Balance sheet for the last 03 years (FY – 2017 -18, 2018 -19, 2019-20) and a certificate from chartered accountant clearly mentioning the turnover from cargo business for the period of last 3 years (FY – 2017 -18, 2018 -19, 2019-20)	
11	Net Work Certificate as on 30.06.2021 (certified by chartered accountant)	
12	Signed and stamped copy of entire EOI document (by Authorised representative)	
13	Technical Proposal ( Annexure – I )	
14	Undertaking ( Annexure – II )	
15	Undertaking (Annexure – III)	
16	An affidavit on a stamp paper of Not debarred/blacklisted by Government & authorisation to apply for EOI (Annexure – IV)	
17	Agreement ( Annexure – V )	
18	Integrity Pack ( Annexure – IV )	
19	Director Identification Numbers (DINs) on company letterhead	
20	Experience of handling shipments of Ministry of External Affairs / Ministry of Defence / Govt of India / CPSUs (copies of minimum 3 work orders / LOA in last 3 years ) (2018-19, 2019-20, 2020-21)	

**SUMMARY SHEET**

Title of the Application:	Appointment of Cargo Agents for promoting and Executing cargo related services on PAN India basis
Reference No:	-----
Product Category:	CARGO AGENT for IRCTC Ltd
Application Type:	Appointment of CARGO AGENTS
EMD:	Rs. 1, 00,000/- (Five lakhs) Refundable
Work description:	Appointment of CARGO AGENTS for IRCTC
Contact person:	<b>General Manager (Tourism) Indian Railway Catering and Tourism Corporation Limited, M -13 Punj House, New Delhi – 110001 Ph. 011 – 23701101.</b>

**Note:**

After first cut-off date the financial statements & experiences to be submitted for the last financial year shall depend on the date of submitting the technical documents for the empanelment by the applicant. The empanelment is open for 18 months from the date of publish.