



Indian IRCTC Catering & Tourism Corporation
(A Public Sector Undertaking Under Ministry of Railways)

Expression of Interest (EOI)

EOI NO: 2018/IRCTC/WZ/Mumbai/Transporters/DMC

Name of Work

Empanelment of Transporters under the jurisdiction of IRCTC West Zone & it's Regional Offices viz Bhopal & Ahmedabad for IRCTC operated Tour Packages under the jurisdiction of IRCTC West Zone (Maharashtra, Gujarat, Madhya Pradesh, Goa and Rajasthan – Western Railway, Central Railway, West Central Railway & Konkan Railway). Requirement is to provide Transportation and Tour escort/Guide services to IRCTC operated packaged tours like RTP, Air packages, Land packages , Customized packages , Departmental Charter coaches, Educational Tours/School Tours, City Tours , Car rentals etc (Excluding Bharat Darshan, Departmental FTR , Pilgrim Special Trains)

(Interested transporters are requested to submit separate EOI document for each locations)

Tender Form No:- ____01____

Signature of Tenderer(s)/Contractor(s)

Date: _____

For General manager (Tourism),
IRCTC, West Zone
CSMT, Mumbai



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For General manager (Tourism),
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CSMT, Mumbai



1. OBJECTIVE

For Empanelment of transporters for Service Management of transportation at the destination under the Jurisdiction of West Zone (Maharashtra, Gujarat, Madhya Pradesh, Goa and Rajasthan – Western Railway, Central Railway, West Central Railway & Konkan Railway) for IRCTC operated package tours like RTP, Air packages, Land packages , Customized packages , Departmental Charter coaches, Educational tours/ School Tours ,City Tours, Car rentals etc (Excluding Bharat Darshan, Departmental FTR , Pilgrim Special Trains).

2. BACKGROUND

IRCTC operates Special Chartered Tourist Trains as well as Coaches which include Budget range product "Bharat Darshan" Special Tourist Trains consisting of Ten coaches ; State Tirth Trains; Special Chartered Trains consisting of a maximum coach composition of 24 and Special Chartered Coaches. In addition we also operate Educational Tours, Land Tour Packages and Tour Packages combined with Berth Earmarking, Domestic Air Packages International Tour Packages. The expected annual tourists from Bharat Darshan / Pilgrim Special Trains are 18,000; from Special Chartered Coaches are 2000. These trains and coaches are scheduled to cover places of tourist as well as religious interests across the entire span of the country.

3. SCOPE OF WORK

3.1. Charter Coach Tour Packages

These are tour packages wherein IRCTC charters coaches on select trains and designs tour itineraries to destinations which have demand from the travelling public. These packages also include confirmed round trip train journeys, hotel accommodation, road transfers, on-board and off-board catering and services of tour escort.

3.2 Customized Tour Packages

These are tour packages wherein IRCTC designs tour itineraries/packages to tourist destinations as per the requirements of the customers including LTC packages. These packages are tailor-made and may include confirmed round trip train journeys, hotel accommodation, road transfers, on-board and off-board catering and services of tour escort.

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3.3. Rail Tour Packages

Tour Packages by earmarking a certain number of berths in various classes of travel in trains giving confirmed train tickets, local transport, sightseeing with Tour Escorts, accommodation, meals etc.

3.4. Holiday Packages

Land based packages including surface transport, sightseeing with tour escorts, meals, accommodation etc.

3.5 Air Packages

Air packages by blocking the Air seats with the specified airline. These packages include surface transport, sightseeing with tour escorts, meals, accommodation etc

The Empanelled Service Providers must have the basic infrastructural facilities and capability to provide the following services:

- 3.5.1 Provide Road vehicles in good condition (A/C, Non-A/C Tempo travelers, Buses, Mini buses, cars (Small & Sedan), SUV etc.
- 3.5.2 **Statutory compliances:** Central/ Respective state Govt. authorities with regard to obtaining licenses, permits, taxes etc.
- 3.5.3 **Branding of Services:** The usage of IRCTC logo and name has to be purely for the promotion of IRCTC products only duly ensuring that the brand name and image of IRCTC is not harmed in any manner whatsoever.
- 3.5.4 **Travel Insurance:** Provide Travel Insurance for the entire round trip for the traveling tourists including compensation/ treatment during accidents in case of death, or part of body/limbs get affected or hospitalization due to some injury etc.
- 3.5.5. **Customer support services:** Dedicated e-mails, phone numbers, Fax facilities, nomination of staff with mobile numbers or control offices for continuous monitoring , troubleshooting , complaints management etc., during the course of the tours or otherwise.

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3.6 City Tours: One day local sightseeing of any city/ tourist destination which includes surface transportations as per the schedule.

3.7 Car Rentals: Rental of cars/cabs for transfer services and hiring of cars/cabs on half/full day basis.

3.8 Educational Tours / School Tours:

These packages are operated specially for School Children for educational purpose which includes surface transport, sightseeing with tour escorts, meals, accommodation etc

4. EOI SCHEDULE

EOI No. 2018/ IRCTC/WZ/Mumbai/Transporters/DMC. Empanelment of Transporters under the jurisdiction of IRCTC West Zone for IRCTC operated Tour Packages

5. TYPE OF EOI

Expression of interest (single packet) for Transport and Tour Escort/ Co-coordinating services under the jurisdiction of IRCTC West Zone for IRCTC operated Tour Packages (Maharashtra, Gujarat, Madhya Pradesh, Goa and Rajasthan – Western Railway, Central Railway, West Central Railway & Konkan Railway)

(The packet shall contain all necessary technical as well as financial eligibility documents as per indicated requirement.)

6. NATURE OF SERVICE

- Expression of Interest (Single Packet) for Empanelment of Transporters under the jurisdiction of IRCTC West Zone for IRCTC operated Tour Packages

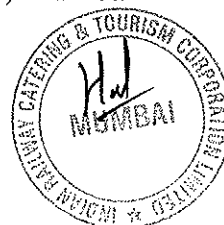
VENUE FOR SUBMITTING EOI:

Office of The General Manager (Tourism)
Indian Railway Catering and Tourism Corporation Ltd.
2nd floor, Main Line Station Building,
Central Railways,
CSMT, Mumbai - 400001.
Ph.022- 22632485, 22644378/79

Signature of Tenderer(s)/Contractor(s)

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6.1 Note – THE PACKET SHALL BE SUPERSCRIPED WITH “EXPRESSION OF INTEREST (SINGLE PACKET) for Empanelment of Transporters under the jurisdiction of IRCTC West Zone for IRCTC operated Tour Packages. The packet shall contain all necessary technical as well as financial eligibility documents as per indicated requirement. The EOI holder should also clearly write the Names of their firms on the sealed envelopes. Each and every page of the EOI document should be duly signed and stamped.

7. NOTE:

- 7.1. The EOI Document will be available from the Office of The General Manager (Tourism), 2nd Floor, Main Line Station Building, Near Jan Ahar Central Railway, CSMT – Mumbai – 400 001. During office working hours.
- 7.2. The EOI Document can also be downloaded from IRCTC website www.irctc.com.
- 7.3. IRCTC reserves the rights to cancel the EOI at any stage.
- 7.4. All the pages of EOI Documents should be signed & stamped.
- 7.5. Process of Empanelment shall remain open even after the cut-off date for submission of applications for first scrutiny. Intending Service Providers shall be eligible to apply for empanelment after the cutoff date also. However, the applications received after the cutoff date shall be considered as per empanelment guidelines prevailing at the time of receipt of fresh application. If empanelled, the empanelment shall remain valid, subject to provision of earlier termination, up to the period firms have been empanelled through this process.

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8. Eligibility Criteria.

8.1. Experience	The Firm should have an experience of satisfactorily running of vehicles for at least two years. Supporting Document in this regard like award letter etc, the list of clients should be furnished along with the EOI.
8.2. Offices	Have at least one office under the jurisdiction of West Zone (Maharashtra, Gujarat, Madhya Pradesh, Goa and Rajasthan). The address and contact details of all their offices along with the details of the management / at apex and corresponding level.
8.3. Recognition by Statutory Body	Company/ Partnership firm / Proprietor should produce a copy of Registration Certificate.
8.4. Financial Documents	The company/ proprietor have to submit its balance sheet of last one year (2017-18) along with the P & L account which must be certified by a Chartered Accountant.
8.5. Turnover	The Company / Partnership Firm / Proprietor firm Should have the minimum turnover of Rs. 05 lakhs during the financial year viz 2017-18. This should be clearly stated through Balance sheets certified by Chartered Accountant.
8.6. Net Worth	Company / Partnership Firm / Proprietor should have a Net Worth of at least Rs. 5 Lakhs. Document for last Financial year (2017-18) duly certified by a registered Chartered Accountant to be submitted.
8.7. Staff	Minimum Two Staff having sufficient knowledge & operation of Car rental etc..
8.8 PAN Card No.	Certified Copy of Permanent Account Number (PAN) Card.
8.9 Copy of Income Tax Return:	Should be an Income tax payee. Should produce last two financial years Income Tax Returns (ITR) in this effect.
8.10 GSTIN	Company/ Partnership firm / Proprietor should produce a copy of GSTIN Certificate

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8.11 Firm Profile	Proprietorship Firms
	1) Name of Proprietor
	2) Complete address of the proprietor
	3) Power of Attorney (duly attested by the public notary with notarial stamp affixed there on) if any executed in favor of any per person by the proprietor to act on his behalf or on behalf of the firm
	4) Address of the person in whose favor the power of attorney has been executed by the proprietor.
	Partnership Firm
	1) Name of the Partners
	2) Complete address of the partners
	3) Partnership Deed(Photocopy duly attested with notaries stamp)
	4) Power of attorney if any executed by any partner/partners duly attested by public notary with notaries stamp affixed thereon.
	5) Registration under the Indian Partnership Act, 1932.
	Company
	1) An attested copy of the certificate of incorporation issued by the registrar of Companies, attestation should be done by notary public with notaries stamp & certified copy of Memorandum and Article of Association of the Company
	2) List of ultimate non-corporate share holders exercising control in the company certified by a registered Chartered Accountant.
	3) Name and Address of the present directors if not mentioned in the Memorandum and Article of Association.
4) Authorization in favor of the Authorized signatory for signing the tender documents and other papers in connection with this contract.	
8.12 No. Of Fleet	<p>1) 02 A/C Small Vehicle / Vehicle Sedan / SUV car owned by self or by way of tie up.</p> <p>2) AC coach minimum one 12 Seater owned by self or by way of tie up.</p> <p>3) Proof of agreement/MoU of tie up to be submitted in case of Vehicle not owned by self if any.</p> <p>4) Proof of registration of commercial vehicle having a yellow number plate to be submitted.</p>

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9. General Conditions:-

9.1 Process of Empanelment shall remain open throughout the month and IRCTC will notify in case of any changes.

9.2 Interested transporters are requested to submit EOI document with operations in different locations.

9.3 Once the transporters are empanelled, competitive bidding shall be called for from empanelled operator as per requirement based on the different proposed itineraries.

9.4 All applications submitted after cutoff date should be submitted to **The General Manager (Tourism), IRCTC- West Zone** at the Office of IRCTC West Zone at the address **Indian Railway Catering and Tourism Corporation Ltd, 2nd floor, Main Line Station Building, Central Railways, CSMT, Mumbai – 400001** of this document.

9.5. The empanelment is open at all times, applications submitted before or on 15th of every month will be opened on same day. In case of Saturday/Sunday and holiday falls on 15th the same can be submitted on next working day. Applicants submitting applications after 15th of every month will be opened on 15th of next month.

9.6 **LAWS AND REGULATIONS:** All applicable laws, ordinances, statutes, rules, regulations, orders or decrees in effect, issued by Govt. of India, Other State Government, Local Municipal and or Legal Governing bodies, shall apply to the TRANSPORT SERVICE PROVIDER. If discovers any discrepancy or inconsistency between this contract and any law, ordinance, statute, rule, regulation, orders or decree, it will be immediately notify same to IRCTC in writing.

If during terms of this empanelment there are changes or new laws, ordinance, statute, rule, regulation, order, or decrees (but excluding changes to tax laws where such taxes are based upon such TRANSPORT SERVICE PROVIDER'S inventory, income, profits/losses or cost of finance) not known or foreseeable (at time of Empanelment), THE TRANSPORT SERVICE PROVIDER shall immediately notify IRCTC and submit detailed documentation of such effect in terms of both time and cost of performing contract.

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- 9.7 THE TRANSPORT SERVICE PROVIDER will be solely and primarily responsible to comply with all laws of land like Contract Labour (R&A) 1970, Employee State Insurance Act, 1948 and Employees' Provident Funds, Miscellaneous Provision Act, 1952, Motor Vehicle Act 1988 and Information Technology Act 2000 and rule made there under IRCTC reserves right to call for any documentation as prescribed under various applicable laws for ensuring compliance by THE TRANSPORT SERVICE PROVIDER & THE TRANSPORT SERVICE PROVIDER agrees to produce on demand.
- 9.8. **LABOUR, PERSONNEL AND WORK RULES:** THE TRANSPORT SERVICE PROVIDER shall employ only competent and skilled personnel to perform assignment and shall remove from any personnel determined to be unfit or acting in violation of any provision of this contract. THE TRANSPORT SERVICE PROVIDER is responsible for maintaining labour relations in such manner that there is harmony among workers and shall comply with and enforce Project and Jobsite procedures, regulations, work rules and work hours established by State Government/Government of India from time to time.
- 9.9 **INDEMNITY:** THE TRANSPORT SERVICE PROVIDER hereby releases and shall indemnify, defend and hold IRCTC harmless and its subsidiaries and affiliates and officers, agents, employees, successors and assigns and authorized representatives of all foregoing from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs, expenses, and losses of whatsoever kind or nature in connection with or incidental to performance of this contract, where arising before or after completion of agreement hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, or claimed to be caused, occasioned or contributed to in whole active or passive of THE SERVICE PROVIDER, its lower – tier suppliers, sub Service Providers or of anyone acting under its direction or control or on its behalf.

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- 9.10. Once the contract is awarded the foregoing shall include, but is not limited to, indemnity for:
- 9.10.1. Property damage and injury to or death of any person/passenger, including employees of IRCTC, to THE TRANSPORT SERVICE PROVIDER.
 - 9.10.2. Breach by THE TRANSPORT SERVICE PROVIDER or any representation, warranty, covenant, or performance obligation of this contract.
- 9.11. THE TRANSPORT SERVICE PROVIDER'S aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof shall apply even in event of fault or negligence, where active or passive, or strict liability of parties released, indemnified or held harmless to fullest extent permitted by law, but in no event shall they apply to liability caused by willful misconduct or sole negligence of party released, indemnified or held harmless.
- 9.12. **ASSIGNMENTS AND SUBCONTRACTS:** ONCE CONTRACT IS AWARDED THE TRANSPORT SERVICE PROVIDER shall not subcontract with any third party for performance for all or any portion of agreement without advance written approval of IRCTC. Purchase orders and subcontracts of any tier must include provisions to secure all rights and remedies of IRCTC provided under this contract, and must impose upon lower-tier subservice Provider and supplier all of general duties and obligations required to fulfill this contract. However it will be Service Provider's sole responsibility that such subservice Providers are operated within agreed terms and conditions of contract of THE TRANSPORT SERVICE PROVIDER and IRCTC.
- 9.13. **Breakdown of Vehicle-** Alternate transport will be made available at service provider's expense at the best possible rate offered by service provider. In case of breakdown of the Taxi allotted to IRCTC.
- 9.14. **Standard of Maintenance of Vehicle and Quality of Services.** THE TRANSPORT SERVICE PROVIDER should have a quality check team would be responsible for ensuring level of maintenance and quality of services. Before sending vehicle should be checked that Vehicle is in good hygienic condition, properly clean from inside and outside, driver is sober, in proper uniform and carrying mobile while on duty.

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9.15. In spite of above quality check if any discrepancy found during inspection or upon receiving any complaints from any IRCTC officer/Staff, Service Provider would be penalized as per provision for penalty.

9.16. **INSURANCE COVER:** THE TRANSPORT SERVICE PROVIDER should ensure all vehicles are insured and valid.

9.17. THE TRANSPORT SERVICE PROVIDER shall ensure that insurance cover also covers its own employees and damage to property or person of any member of public by SERVICE PROVIDER's vehicles or staff. THE TRANSPORT SERVICE PROVIDER shall deliver to IRCTC not later than (10) calendar days after award, but in any event prior to commencing work or entering jobsite, certificates of insurance evidencing such coverage and limits of insurance are in full force and effect.

9.18. **PERIOD:** The duration of the contract is for 3 years from the date of issue of acceptance letter by IRCTC which is extendable by 1+ 1 year based on satisfactory services and mutual acceptance by IRCTC and service provider.

9.19. Arbitration

Any dispute or controversy or claims arising out of or relating to this Agreement of the breach, termination or invariability thereof shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996. The Arbitrator shall be nominated by the General Manager (Tourism), West Zone, IRCTC as deemed appropriate. The Award of arbitration shall be final and conclusive and binding upon the parties. Venue of the arbitration proceeding shall be at Mumbai and shall be conducted in English only.

9.20. Laws and Regulation:

All applicable laws, ordinances, statutes, rules, regulations, orders or decrees in effect, issued by Govt. of India, Government of Maharashtra, Local Municipal and or Legal Governing bodies, shall apply to the Service Provider. If discovers any discrepancy or inconsistency between this contract and any law, ordinance, statute, rule, regulation, orders or decree, it shall immediately notify same to IRCTC in writing.

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If during terms of this contract there are changes or new laws, ordinance, statute, rule, regulation, order, or decrees (but excluding changes to tax laws where such taxes are based upon such Service Provider's inventory, income, profits/losses or cost of finance) not known or foreseeable at time of signing this contract, THE TRANSPORT SERVICE PROVIDER shall immediately notify IRCTC and submit detailed documentation of such effect in terms of both time and cost of performing contract. THE TRANSPORT SERVICE PROVIDER will be solely and primarily responsible to comply with all laws of land like Contract Labour (R&A) 1970, Employee State Insurance Act, 1948 and Employees' Provident Funds, Miscellaneous Provision Act, 1952, Motor Vehicle Act 1988 and Information Technology Act 2000 and rule made there under.

THE TRANSPORT SERVICE PROVIDER shall be subject to a process of competitive EOI for selection of one amongst the empanelled Service Providers for providing the vehicles for IRCTC operated RTP, Land, Customized, Air Packages etc.

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