



INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

(A Govt. of India Enterprise)

"CIN-U74899DL1999GO1101707"

E Tender IRCTC/CO/TRSM/270/2021/Tourism/ VISA SERVICES
Open Tender (two bid system) dated 01.02.2024

E Tender Mode

FOR

ENGAGEMENT OF SERVICE PROVIDER FOR VISA FACILITATION SERVICES FOR IRCTC's CORPORATE TRAVELLER, GUESTS AND TOURISTS FOR A PERIOD OF TWO YEARS (2 years) EXTENDABLE ONCE BY ONE YEAR (01 Year).

Last date and time of submission of online bids : 1500 hrs on 23.02.2024

Time & Date of opening of Bids online : 1515 hrs on 23.02.2024

Pre bid Meeting : 1500 hrs on 13.02.2024

Approx. Value of Contract : INR 30 Lakhs (approx) in two years (Rs Thirty Lakhs)

E Tender Processing fee: Nil

Earnest Money Deposit: INR 35,000/- (Rs Thirty Five Thousand only)

**Address : Group General Manager (Tourism)
Indian Railway Catering and Tourism Corporation Limited,
M-13 Punj House, Opp. Gopal Das Building,
Connaught Place, New Delhi -110001.
Phone No- 011-23701101, 011- 23701100.**

In case **23.02.2024** is declared a holiday, the tender will be opened at the same time on the next working date.



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1. DISCLAIMER

- 1.1 The information contained in this Bid Document or subsequently provided to the Bidder(s), whether verbally or in documentary form by or on behalf of the IRCTC or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Bid Document or any other terms and conditions subject to which information is provided.
- 1.2 This request for Bid document is not an agreement and is not an offer or invitation by IRCTC to any party other than the Bidders who are qualified to submit their proposals to IRCTC in response to the tender.
- 1.3 The objective of the Bid document is to provide the prospective Bidder (s) with all the relevant information to assist him for formulation of proposals or bids.
- 1.4 The bid document may not be apposite for all persons interested in bidding as it is not possible for the IRCTC or any of their employees or advisors to take into consideration the financial and investment objectives, financial situation as well as specific needs of each party who reads or uses this Bid document.
- 1.5 The prospective bidders should conduct detailed analysis and study for authenticating the accuracy and completeness of the information provided in the Bid document and wherever necessary obtains independent opinion from appropriate sources.
- 1.6 The IRCTC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations about the accuracy, reliability or completeness of the bid document.
- 1.7 The IRCTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid document. However all such amendments will be uploaded on website as well as informed to all bidders who have purchased the tender document.
- 1.8 The issue of the Tender Documents does not imply that IRCTC is bound to appoint the successful Bidder as the VISA facilitation service provider, as the case may be, and IRCTC reserves the right to reject or any of the Bidders or Bids or not to award the Contract without assigning any reasons whatsoever.
- 1.9 Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses affiliated with any demonstrations or presentations which may be required by the IRCTC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will be borne by the bidders and IRCTC and its employees shall not be liable in any manner whatsoever for the same or for any other costs or other expense incurred by the Bidders.



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- 1.10 The information contained in this Tender is being provided by IRCTC for the limited purposes of enabling the Bidders to participate and submit a Bid in response to this Tender to engage agencies for providing VISA facilitation services to passengers of IRCTC's Corporate Traveler and tourists utilizing outbound tour packages of IRCTC for a period of two years (2 years) extendable by one year at mutual consent. In no circumstances shall IRCTC, or its respective advisors, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this Tender, or the Bidding Process.
- 1.11 This Tender may not be appropriate for all persons, and it is not possible for IRCTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.
- 1.12 Nothing in this Tender shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation or submission of their Bid. IRCTC reserves the right to amend this Tender or its terms and any information contained herein or to cancel the Bidding Process or altogether abandon the Project at any time by notice, in writing, to the Bidders. Further, it may in no event be assumed that there shall be no deviation or change in any of the herein-mentioned information.
- 1.13 IRCTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.
- 1.14 Laws of the Republic of India are applicable to this Tender.



2 PREAMBLE

- 2.1 Indian Railway Catering and Tourism Corporation Ltd. (IRCTC) is a Public Sector Enterprise under Ministry of Railways and was incorporated as an extended arm of the Indian Railways to upgrade, professionalize and manage the catering and hospitality services at station and on trains & other locations, to promote & provide Rail and Land packages, development of budget hotels, special packages, domestic air packages, out bound packages, Tourist trains, tour packages by trains/ coaches. Information & commercial publicity and global reservation systems.
- 2.2 IRCTC tourism portal www.irctctourism.com provides a range of travel & tourism services to customers including Rail tour Packages, Tourist Trains Packages, Holiday packages (Outbound, Domestic & Inbound), Hotels, Retiring Rooms, and Lounges Booking etc.
- 2.3 IRCTC provide air ticket through its app & website www.air.irctc.co.in .
- 2.4 Beside the Rail Passengers market, IRCTC has entered into Air Ticketing segment & successfully providing services to many Ministries, PSU's & Departments.
- 2.5 IRCTC provides Overseas Air Travel services for outbound business travel through corporate travel business, Leisure travelers & outbound tourists etc.
- 2.6 **IRCTC intends to provide Visa Facilitation Services to all its business and leisure travelers.**



3 INSTRUCTIONS TO THE TENDERER

- 3.1 Bid document, along with all tender papers, must be submitted online.
- 3.2 Pre-Bid Meeting shall be held as per the date indicated to clarify queries, if any.
- 3.3 The Tender is not transferrable.
- 3.4 The intending bidders are advised to study the document carefully and acquaint themselves with the conditions therein as they shall form an integral part thereof.
- 3.5 The Tender document may be downloaded from the IRCTC's website (<http://www.irctc.com>).
- 3.6 This Tender Document can only be submitted/ received online at <http://www.tenderwizard.com/IRCTC> only. No manual bids will be accepted.
- 3.7 **EMD of Rs. 35000/-** shall be paid through online through online/RTGS/NEFT mode through e tendering website www.tenderwizard.com/IRCTC. In case of non submission of the said EMD, the bid will be summarily rejected.
- 3.8 To participate in the E-Tender, it is mandatory for the bidders to register themselves with M/s ITI. A detailed procedure for bidding is placed at www.tenderwizard.com/IRCTC. It may please be noted for submission of bid, Class III digital signature is required.
- 3.9 Complete tender document, including all Annexures, with supporting documents, **(Technical Bid)** shall be uploaded along with **(Financial bid as per format attached as Annexure II)**, and digitally signed by authorized signatory.
- 3.10 The applicant should upload complete set of documents in support of Eligibility Criteria as mentioned in this Document.
- 3.11 All documents uploaded, in support of Technical Criteria should be digitally signed.
- 3.12 Corrigendum/Addendum to this Tender, if any, will be published on website www.irctc.com & www.tenderwizard.com/IRCTC. No newspaper press advertisement shall be issued for the same.
- 3.13 For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at **tenderwizard.comhelpdesk no. +91 80 45811365** or cell no 8800107755
- 3.14 The digital signature of the bidder on the E- tender form will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. No deviation is accepted.



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- 3.15** At any time prior to the bid submission date, IRCTC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the bid document through the issuance of Addendum which will be given on IRCTC website www.iretc.com & www.tenderwizard.com/IRCTC not later than 4 days in advance to the last date of submission of tender. IRCTC may, at its discretion, extend the bid submission date.
- 3.16** The bid 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 bid may be extended for a specified additional period. Offers with validity less than 120 days shall be considered as non responsive and shall be summarily rejected.
- 3.17** Any failure on the part of bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 3.18** IRCTC reserves the right to award contract to any successful bidder at its discretion and this will be binding on bidders.
- 3.19** IRCTC may terminate the Contract if it is found that the bidder is black listed by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.
- 3.20** IRCTC reserves the right to reject any / all bids including the lowest bid or withdraw the tender at any stage without assigning any reasons. Nothing contained herein shall confer right upon a bidder or any obligation upon IRCTC.
- 3.21** It would be desirable that prior to the submission of bid, the bidder has made a complete and careful examination of the requirements and other information set forth in this bid document.
- 3.22** IRCTC shall not be liable for any mistake or error or neglect by the bidder in respect of the above.
- 3.23** The bidders may anytime withdraw their bids till the last date and time of submission, EMD of bidder will be refunded if already deposited, however the bidder shall not be able to re-submit the bid thereafter.
- If the bidder withdraws or amends, impairs or derogates its bid before opening of Financial bid in writing, EMD of bidder will be forfeited.
- 3.24** No bid shall be modified or withdrawn by the bidder after the bid submission date. Withdrawal of a bid during the interval between bid submission date and expiration of the bid validity period would result in forfeiture of the EMD.
- 3.25** The submission of any offer connected with this tender document shall constitute an undertaking that the tenderer shall have no cause for and claim, against IRCTC for rejection of the offer. IRCTC shall always be at liberty to reject or accept any offer at



its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against IRCTC.

3.26 Nonconformity: IRCTC may waive any minor nonconformity, or irregularity in a tender document that does not constitute a material deviation, provided such waiver does not prejudice:

- One that limits in any substantial way the scope, quality, or performance.
- One that limits, in any substantial way that is inconsistent with the tender documents, IRCTC rights or the successful bidders' obligations under the contract; and
- One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.

3.27 If a bid is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the bidder by correction of the nonconformity. IRCTC's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by IRCTC in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.

3.28 During Tender Evaluation, IRCTC may at its discretion, ask the Tenderer(s) for clarification(s) regarding its tender and documents submitted. The request for clarification and its response shall be in writing and no change in the price or substance of the tender shall be sought, offered or permitted.

3.29 IRCTC reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages, which the bidder may incur in the process. The Bids can be rejected without assigning any reason.

3.30 **Financial Bid (Packet B):** Tenderers are invited to quote their rates on the enclosed format provided in Financial Bid (**Annexure II**) in accordance with the above instructions and all the conditions of tender document. **The Financial bids should be submitted online.** Financial bids of only those Firms who are eligible in technical bids shall be opened online at a subsequent date. The date shall be notified in writing.

3.31 The Tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be rejected.

3.32 The agencies are also required to submit List of Arbitration cases during last 5 years at Annexure "III" & List of Court cases during last 5 years at Annexure "IV".

3.33 The selected agencies will have to submit the letter of acceptance and execute an agreement with IRCTC within 15 days of the issue of LOA from IRCTC as per format.

3.34 Material deficiency in providing the information asked for may result in rejection of the proposal.



4. NOTICE INVITING OPEN TENDER

Bid reference no.: E Tender No. 2019-20/IRCTC/ TOURISM/ VISA SERVICES

- 4.1 Indian Railway Catering and Tourism Corporation (IRCTC) New Delhi invites open tender for Engagement of VISA Facilitation Agency for providing Visa Facilitation to IRCTC's Corporate Traveler's, Outbound tourists & FIT's for a period of **Two years (2 years) extendable once by One year (01 Yr)** on sole discretion of IRCTC subject to satisfactory services and issuance of timely Visa, fulfillment of terms and conditions & on mutual agreement.
- 4.2 EMD of Rs. 35000/- shall be paid through online through online/RTGS/NEFT mode through e tendering website www.tenderwizard.com/IRCTC. In case of non submission of the said EMD, the bid will be summarily rejected.
- 4.3 The bids shall remain open for acceptance for 120 days from the date of opening of bid or extended period as notified and consented by the bidders. The successful bidder shall be intimated about the award of the work and Earnest money deposit of the unsuccessful bidders shall be returned without interest on the amount deposited within 30 days after the finalization of the tender.
- 4.4 **E Tender Processing Fee:** Nil
- 4.5 IRCTC reserves the right to reject any/ all bids without assigning any reason and shall not be bound to accept lowest offer.
- 4.6 The Notice Inviting Tender and the enclosed Instructions to Tenderers, Standard Conditions, Special Conditions, Covering Letter Format and Financial Bid Format shall form part of Tender Documents.
- 4.7 This tender document consists of **33 pages** including index and one cover page.
- 4.8 The Tender Document is divided into 2 parts viz. Technical Bid and Financial Bid.
- 4.9 **The Technical Bid** comprises of the Tender Document, **except Financial Bid**, all papers should be digitally signed by the Authorized Signatory of the Company to be submitted online.
- 4.10 **The Financial Bid (Packet B)** comprises of the Financial Bid as per the format given in the Tender Document, which needs to be filled online.

For Indian Railways Catering & Tourism Corporation Ltd.



5. Minimum Eligibility Criteria (Mandatory) and documents to be submitted

- 5.1 Must have processed minimum 5000 Visa in last financial year (2022-23).
(Undertaking on letter head).
- 5.2 Must have turnover of **Rs 45 lakh*** cumulative in last 03 financial year viz. FY 2020-21, FY 2021-22 and FY 2022-23 only from Visa Facilitation Service Charges only. (i.e. not including Visa Fee of the destination country).
(Certificate from Auditor indicating the turnover from Visa facilitation service charges in the last three financial years viz. FY 2020-21, FY 2021-22 and FY 2022-23 and same should be reconciled with service tax/GST returns).
- 5.3 Must be providing Visa facilitation Services from last 03 years i.e. since viz. FY 2020-21, FY 2021-22 and FY 2022-23.

(Certificate from Auditor indicating the period of VISA facilitation services being provided by the firm at least from last three years).
- 5.4 Must have offices/own representative at IRCTC location/offices. (List attached).
(List of offices with Address and contact details & list of representatives with contact details to be submitted).
- 5.5 Must be a company/partnership / proprietorship firm duly registered in India / Limited Liability Partnership Firm under LLP Act, 2008.
(As per details under checklist of documents).
- 5.6 Must have Valid GST No.
(Copy of GSTIN registration).
- 5.7 Must have valid PAN No.
(Copy of PAN Card).
- 5.8 Must have submitted ITR
(Copy of ITR for FY 2020-21, FY 2021-22 and FY 2022-23).



6. INTRODUCTION

IRCTC handles around corporate houses PAN India & around tourists in FIT & Group outbound packages to destinations like Dubai, Singapore, Malaysia, Bhutan, Europe, Australia, China, Nepal, Srilanka etc. List of destination covered in past is given in Annexure D. In order to provide Visa Facilitation Services to our business and leisure traveler going abroad, IRCTC intends to take Visa Facilitation Service Provider.

6.1 SCOPE OF WORK

6.1.1 Providing Visa Facilitation Services & necessary assistance required for Visa process for the destination like providing Visa applications, providing fees schedule, submission of fees or any other charges, collection of documents, filling of documents, checking the documents as per requirement & seek necessary documents.

The type of services include:

- Regular Service
- Visa Services with Meet & Greet
- Emergency/Fast Track Visa Services.

6.1.2 The documents required for the purpose of filling of Visa application will be collected & submitted at IRCTC offices at various location. (**location - List Annexure VI**).

6.1.3 The billing will be done on Monthly basis & IRCTC will make the payment within 15 days of receipt of the bill including Service charges as per LOA (Quote Submitted) alongwith the Visa fees receipt from concern Embassies/authorities/authorized agencies.

6.1.4 The visa should be filled & processed by Service provider within the prescribed duration by Embassy/authorities/authorized agencies, the schedule need to be submitted in advance by the agency.

6.1.5 Agency will be responsible for Collection, Submission, Distribution of the documents from IRCTC Office/ Guests & safely returning the same on time.

6.1.6 The Intimation regarding Receipt, Submission, Approval, Clarification sought etc. need to convey as per schedule identified by IRCTC & Visa facilitation agency, which will become part of agreement.

6.1.7 Clear communication need to be given regarding the documents sought for or any other query raised by Embassy//authorities/authorized agencies for processing the Visa.

6.1.8 Service provider will be providing telephonic enquiry service available preferably 24 hrs, 07 day a week & escalation matrix chart for any issue.



6.2 Acceptance of Fee

- 6.2.1 Submit information regarding visa/consular fee, service charges, and charges for value added services, etc. in advance to IRCTC (if any) other than the quoted rates.
- 6.2.2 Collect bank/agency charges from the applicants/IRCTC on actuals basis. This shall not become a source of income for the Service Provider. For this, the Service Provider must inform IRCTC/applicant prominently the bank/ agency charges applicable.
- 6.2.3 Provide a receipt to IRCTC/applicant showing the following details:
- a) Consular//Visa fee
 - b) Consular surcharge fee (If any)
 - c) Service Fee (payable to the Service Provider)
 - d) Value added Services (VAS) charges-(payable to the Service Provider, if any)
 - e) Bank/agency charges applicable (payable to the Service Provider, if any)
 - f) Category of Visa service applied for
 - g) Date and time of payment.
 - h) List of documents submitted by IRCTC/Applicant
 - i) No. of applications.
- 6.2.4 Be responsible for the payment of local taxes/GST to the authorities concerned, The Service Provider shall issue one receipt for all payments received from the applicant per application and there should not be any missing serial number.
- 6.2.5 Generate proper records of every application received, cross-referenced to individual fees taken on databases and systems, and in accordance with practices prescribed by the Embassies/Govt. bodies. The records of fee collected by the Service Provider shall be provided to the Government of India Auditors whenever required.

6.3 Dispatch of documents to the Posts

The Service Provider should send the application for CPV services with enclosures and passports along with a statement indicating name of the applicants, details of passports, service applied for with duration, fee collected indicating date of receipt from the applicants and date of payment into Government Accounts, period of delay and reasons for the same, date of receipt of application and date of despatch the same to Posts, period of delay and reasons for the same, fee collected for Service Fee, VAS charges, and bank/agency charges.



Handing/Taking over of the applications and passports will take place at the premises of IRCTC.

6.4 Return of documents to the applicants

6.4.1 On receipt of the passports from the Posts, the Service Provider should despatch the passports to applicants in a secure manner on the same day (or the next working day in case of delayed receipt). The passports should not be sent by unregistered Post or by unverifiable means.

6.4.2 Information on status of application, including dispatch of documents must be updated on a real time basis on to facilitate people collecting their passports in person

6.5 Quality Control

Ensure a reliable quality control system that maintains continuous monitoring and ensuring of service standards. Procedures for privacy and protection of data should be implemented. It will be the responsibility of the Service Provider to ensure full compliance with local laws in this regard.



7 SELECTION OF THE SUCCESSFUL BIDDER

Visa Facilitation Service Provider/ Agency would be selected through a transparent bidding process of Open tender.

Technical bid would be evaluated at first based on the response to our pre-decided minimum eligibility criteria. **(Mentioned at S.No. 5 of this tender document).**

Financial bid of only those bidders will be accepted who qualify the Technical qualifying criteria.

The successful bidder would be selected from the bidders, who are found L1 as per the Total point calculation.

The selection of the service provider will be done as per methodology illustrated below :

	Biometric Visa	%age	Points	Non Bio-Metric Visa	%age	Points
Regular Service Charges	100	90%	90	120	90%	108
Visa with Meet & Greet Services	140	5%	7	160	5%	8
Emergency/ Fast Track Service Charges	200	5%	10	180	5%	9
Total Weightage	107			125		
Total Points	232					

The weightage in term of Biometric & Non Bio Metric Visa Countries & Weightage on the basis of :

- Regular Service Charges - 90%
- Visa With Meet & Greet Services - 05%
- Emergency / Fast track Service Charges - 05%



8. TERMS AND CONDITIONS

- 8.1 IRCTC will provide documents as per requirement of the Visa Facilitation Service Provider/ Agency for processing Visa.
- 8.2 IRCTC Corporate Office will finalize the Visa facilitation Service Charges with Service Provider. Selected Visa Facilitation Service Provider will deal with all IRCTC offices.
- 8.3 IRCTC respective offices will be making monthly payment of Visa Facilitation Service Charges & Visa fees or any other fees as applicable after receiving monthly statement from the service provider.
- 8.4 Visa facilitation services will be available for all the passengers travelling abroad through IRCTC for business, corporate travel or leisure travel.
- 8.5 Visa Service Fees will be calculated on the basis of total no of Visa applied.
- 8.6 Information about proceedings/ steps will be given by e-mail/phone/sms/whatsapp etc.and documents as per requirement may be sent/sought on mail/ at IRCTC Offices as per requirement of Visa Processing Authority/embassy/authorized agency.
- 8.7 The company must provide
 - a. Cancellation terms and charges.
 - b. Nodal officers list – India and abroad

8.8 OPENING OF BID

The bid will be opened on 23.02.2024 1515 hrs. (IST) at Indian Railway Catering and Tourism Corporation Limited, M-13 Punj House, Connaught Place, New Delhi-110001, and the same would be taken up for evaluation of the responses received by IRCTC.

The Bidders or their authorized representatives would be permitted to attend the opening of the tenders. The representatives must carry a letter of authority from the authorized signatory of the bidder or any other valid document, authorizing them to attend the tender opening, failing which they will not be permitted to participate in this process.

8.9 EVALUATION CRITERIA

The Bids would be evaluated on the basis of Eligibility as per condition in & L1 offers submitted by them. IRCTC reserves the right at its sole discretion to seek information, documents etc. from the tenderer, as it may consider necessary for the purpose of evaluation of the bid as per selection process illustard in para 7.

8.10 Performance Security Deposit (PSD)



The Service Provider shall provide refundable (without interest) Performance Security Deposit in the form of Demand Draft for a sum of 75000/- at the time of signing of the Contract. The same shall be returned (without any interest) after six months beyond the termination of the contract or a confirmation from IRCTC.

8.11 PENALTIES

The various penalties chargeable will be as under:

8.11.1 Premature Termination of Contract: The PSD, shall be forfeited to IRCTC in the event of a premature termination of contract with a Notice of less than two months. IRCTC reserves the right to retain the PSD for a period of six months beyond the termination of the Contract or a confirmation from IRCTC, whichever is later, to enable a systematic handover to the next Service Provider and to settle all the penalties and other outstanding matters.

8.11.2 Operational Penalties:

- i. Delay in response:** Instances of more than 10% delays beyond the approved limit of 48 hours in case of reference to IRCTC, will attract penalties equivalent to Fee X no .of delayed queries.
- ii. Incomplete Documents:** Acceptance of incomplete documents from the applicants leading to delay in processing the application: cost of Service Fee x number of days of delay.
- iii. Delay in sending the completed application form along with passport and documents to the Mission/Posts:** Cost of Service Fee x number of days of delay.
- iv. Delay in returning passport/documents to applicants by Service Provider after service by Mission/Posts:** Cost of Service Fee x number of days of delay.
- v. Delay in transfer of amounts to Mission/Post's accounts,** the Service Provider will pay a penalty equivalent to 0.5% of the non-deposited amount x number of days of delay.
- vi. Delays in payment of penalties:** The penalty amounts shall be payable not later than seven days including holidays from the date of issue of Notice by email regarding imposition of penalties. After 7 days, penalties at the rate of 0.5% per day on the penalty amount will be imposed, compounded on a daily basis.



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- vii. **Delays in payment of additional penalties:** Non-payment of penalties even after the imposition of additional penalties for a period of four weeks will lead to forfeiture of PBD provided for this purpose. Further, whenever the PSD is forfeited, the relevant amount should be recouped within two weeks beyond which a penalty of 10% on the relevant amount will be imposed per week. Continued non-payment may lead to forfeiture of all the PBD, termination of Contract and a future ban from participating in tender processes.
- viii. **Loss of Passports/documents** will invite a penalty of **Rs. 50,000** per passport or any other document. Besides, the cost of replacement of documents and legal expenses shall be borne by the Service Provider.
- ix. The decision of IRCTC would be final, on the periods of delay applicable for each of the above calculations.
- x. IRCTC, without prejudice to any other method of recovery shall be at liberty to deduct the amount of such damages from any money due or which become due to the firm. The recovery or deduction of such damages shall not relieve the firm from any obligations and liabilities under the contract. IRCTC reserves the right to forfeit the PSD and terminate the contract in case of failure in completion of work as per the terms and conditions of the contract. The maximum penalty provision (i.e. forfeiting of PSD and termination of Contract) shall be evoked under following circumstances as well:
- Breach of confidentiality as laid down
 - Fraudulent or corrupt practice.
 - Conflict of Interest stipulated .

IRCTC reserves the right to terminate the contract by serving ten **(10)**days notice on the firm if the lapses mentioned above are found to be of serious nature. In the event of termination, in addition to the PSD other sums that are due or are likely to be due to the firm shall also be forfeited.

8.12 Price negotiation

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

8.13 Validity of Prices

- 8.13.1 The price quoted by the company will be valid after the mandate is awarded and till the validity/expiry of the agreement.



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8.13.2 The price offered should remain firm until the completion of the contract. No request for increase in price for the services shall be entertained during this period.

8.14 Validity of the contract

Selected party at discretion of IRCTC will enter into a contract for **Two years extendable by One year** on discretion of IRCTC & on mutually agreed terms and conditions.

8.15 Rejection of Bid

Notwithstanding anything mentioned to the contrary, the Bid is liable to be rejected forthwith, i.e., without being evaluated, on the following grounds:

8.15.1 If the Tender document and parts thereof has not been signed by the authorized signatory of the applicant/bidder.

8.15.2 If the Tender has been received after the closing date / time of the Tender.

8.15.3 If the bidder has not responded in the affirmative for all the Technical requirements specified in the tender document.

8.15.4 If conditional Bid is received.

8.16 Agreement

In case of acceptance of Bid by IRCTC, the service provider shall be required to execute the Service Level Agreement between IRCTC and selected agency within 2 weeks from the date of receipt of LOA. Failure to do so shall lead to may invite suitable action by IRCTC.

The Agreement entered by IRCTC will be for Two years extendable by One year on IRCTC discretion & mutually agreed terms & conditions.

8.17 Indemnity:

The company hereby agrees to indemnify and shall keep indemnified and hold harmless, IRCTC and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of his contract or arising from any breach of non-compliance what so ever by the company or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or without the premises.

8.18 Arbitration

Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document, or the validity or breach thereof, shall first be settled by mutual consultation. If the dispute remains



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unresolved after a period of 90 (ninety) days from the date when the mutual consultation has started, the matter shall be referred for settlement to the 'Arbitration and Conciliation Act, 1996' and the award made in pursuance thereof shall be binding on the parties

In the event of any dispute or difference arising under these conditions of contract or in connection with this contract (except as to any matters, the decision of which is specifically provided for by these conditions) the same will be resolved by Arbitration, as per the provisions of 'The Arbitration and Conciliation Act – 1996.' The venue of the Arbitration shall be New Delhi. All questions, disputes and or differences arising under or in connection with this agreement or in touching or relating to or concerning the services, shall be referred to the sole adjudication of the officer/officers or persons nominated by the Chairman & Managing Director/IRCTC, whose decision in this regard shall be final.

The Visa Facilitation Service Provider will follow all prevailing labour laws and regulations. The agreement between IRCTC and Insurance Company shall not create any contractual relationship between the agency's own staff or its Insurance agents and IRCTC. IRCTC shall not be the "principal employer" in case of employees/staff engaged by the insurance Company. If any proceedings are instituted against IRCTC regarding non - compliance of any labour law, then the Insurance Company would be liable to make good all the loss occurring to IRCTC as a result of those proceedings including the cost of defending the proceedings.

All disputes shall be subject to the jurisdiction of courts at New Delhi.

Laws governing the Contract

- a) This contract shall be governed by the laws of India for the time being in force.
- b) This contract shall be governed Irrespective of the place of performance or place of payment under the contract, the contract shall be deemed to have been made at New Delhi.
- c) **Jurisdiction of Courts** - The Courts of New Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

8.19 Termination

IRCTC reserves the right to terminate the agreement after giving the agency two months notice in writing of its intention to terminate without assigning any reason whatsoever for it.

Notwithstanding what is stated herein above, either party shall have the right to terminate the agreement forthwith by giving two months notice in writing addressed to the other party at his last known address, in case of occurrence of the following events, and the other party fails to remedy the breach within a period of 15 days thereof:

- i. Breach of any terms or conditions of this agreement by a party to the agreement.
- ii. If any party commits violation of any applicable laws or regulations;



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- iii. If the Agency becomes insolvent or goes into compulsory liquidation.
- iv. If the Agency, in the opinion of IRCTC, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- v. If the Agency submits to IRCTC a false statement which has a material effect on the rights, obligations or interests of IRCTC.
- vi. If the Agency places itself in position of conflict of interest or fails to disclose promptly its conflict of interest to IRCTC.
- vii. If the Agency fails to provide the quality services as envisaged under the contract. Reasons for the same would be recorded in writing. In such an occurrence IRCTC shall give a written advance notice before terminating the Contract of the Agency.
- viii. In case of wilful default or non compliance of terms and conditions of the agreement or failure to provide service, IRCTC will have the right to terminate the contract. The decision of IRCTC in this regard shall be final.
- ix. The performance of Company shall be reviewed on the basis of disposal of claims and services offered during the period. In case the efforts of the Company appear to be lagging behind considerably, IRCTC reserves the right to terminate the contract after serving a show cause notice of 15 days and the decision of IRCTC shall be final in this regard.
- x. The contract will be terminated after the approval from Corporate Office IRCTC

8.19.1 Effect of termination

Notwithstanding any other rights and remedies provided elsewhere in the agreement, on termination of this agreement:

- i) Neither party shall make any representation in a manner to induce any third party to believe that the other party to this agreement continues to be associated with it, in any manner whatsoever.
- ii) Neither party will be eligible to claim to any amount as loss or compensation for the termination of the agreement.
- iii) The expiration or termination of the agreement for any reason whatsoever shall not affect any obligation of either party having accrued under the agreement prior to the expiration or termination of the agreement and such expiration or termination shall be without prejudice to any liabilities of either party existing at the date of expiration of the agreement.

8.20 Force Majeure

IRCTC shall not be liable to the service provider in respect of any breach of the terms and conditions due to any event or circumstances beyond its reasonable control.

8.21 Payment Clause:

- 1) The Visa Facilitation Service Provider will raise bills to concern IRCTC offices & monthly consolidated statement need to be submitted at **IRCTC Ltd, M-13 Punj House, Connaught Place New Delhi-110001**, on monthly basis.



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- 2) The Bill should be submitted in duplicate. The bill should contain details of SAC Code/GST number of the agency/GST NO of IRCTC on the bill.
- 3) Payment will be made, after all required verifications, by electronic transfer of funds to the account of the concerned agency in Indian Rupees only.
- 4) The GST/TDS or any applicable Tax component shall be paid as applicable and as per actual. The liability to pay the GST/TDS or any other Taxes etc shall at all times will be liability of the agency only.
- 5) For facilitating Electronic Transfer of funds, the selected agency will be required to indicate the name of the Bank & Branch, account No. (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. The same need to be updated in case of any changes to IRCTC.

8.22 Confidentiality

8.22.1 During the term of this agreement and at all times thereafter all information contained in this agreement and all information relating to the other party which may be received during the course of or pursuant to this agreement by a party shall kept strictly confidential and under no circumstances shall be disclosed to any third party without the prior written consent of the party owing such information.

8.22.2 The obligations of confidentiality stated in Clause 8.22.1 shall not apply to any information that:

- i) Was known to the receiving party prior to its disclosing Party;
- ii) Has become generally available to the public (other than by virtue of its disclosure by the receiving Party);
- iii) Was required to be disclosed pursuant to any law, order, decree, judgement, award, etc. of any court, tribunal, board, government, statutory authority, etc.

Provided that prior to any disclosure in respect of a request to disclose confidential information under sub-clauses (iii), the Party required to make the disclosure must firstly, notify the other party owning such confidential information and secondly, it shall only disclose so much of confidential information to the authority compelling disclosure, as is required by law.

8.23 Intellectual Property Rights

Except to the extent expressly stated otherwise, neither party will acquire any right, title or interest in any Intellectual Property Rights belonging to the other party, or to the other party's licensors. "Intellectual Property Rights" means all copyrights, moral rights, patent rights, trademarks, rights in or relating to Confidential Information and any other intellectual property or similar rights (registered or unregistered) throughout the world.



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9. Guidelines for Submission of proposal

The complete bids should be submitted only through www.tenderwizard.com/IRCTC by 15:00 hrs on 23.02.2024 and it shall be opened online on 23.02.2024 at 15:15 hrs. Offline bids shall not be entertained.

Please submit copy of this document digitally signed bid online as a token of your acceptance of the terms and conditions. For further clarifications, please contact undersigned.

Please note that CLASS 3 DIGITAL SIGNATURE is required for submission of online bids.

For any difficulty in downloading & submission of document on website www.tenderwizard.com/IRCTC, please contact at tenderwizard.com helpdesk no. +91 80 45811365 or cell no 8800107755

Group General Manager, Tourism,
IRCTC Sales Office,
M - 13, Punj House, Connaught Place,
Opposite Gopal Das Building
New Delhi-110001, India



10 CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDERS

Sno.	Parameter	Minimum Eligibility	Document Requirement
1	Volume of experience of facilitating visa services in 2022-23	Processed 5000 visa in last FY 2022-2023	Undertaking on Letter Head
2	Turnover	The total turnover of the firm in the last three preceding Financial Years should be a minimum of Rs. 45 Lakhs cumulative in last 03 financial years only from Visa Facilitation Service Charges only. (i.e. not including Visa Fee of the destination country). (2020-21, 2021-22 and 2022-23)	Certified copies of Audited Financial Reports or Certificate from Auditor indicating the turnover from Visa facilitation service charges in the last three financial years and same should be reconciled with service tax/GST returns (Annexure VIII)
3	Experience of Visa facilitation Services from last 03 years.	Must be providing Visa facilitation Services from last 03 years (2020-21, 2021-22 and 2022-23)	Certificate from Auditor indicating the period of Visa facilitation Services being provided by the firm at least from last three years (Annexure VIII)
4	Office/representative locations	Must have offices/own representative at IRCTC location/offices. (As per List attached at Annexure VI).	List of offices with Address and contact details & list of representatives with contact details to be submitted
5	Status of the firm	Must be a company/partnership / proprietorship firm duly registered in India / Limited Liability Partnership Firm under LLP Act, 2008	If Proprietorship Firms, then following documents to be submitted: i) Name of the proprietor ii) Complete address of the proprietor iii) Power of Attorney (duly attested by the public notary with notarial stamp affixed there on) if any executed in favour of any persons by the proprietor to act on his



			<p>behalf or on behalf of the firm</p> <p>iv) Address of the person in whose favour the power of attorney has been executed by the proprietor.</p> <p>If Partnership Firms, then following documents to be submitted:</p> <p>i) Name of the partners</p> <p>ii) Complete address of the partners;</p> <p>iii) Partnership Deed (Photocopy duly attested with notarial stamp); and</p> <p>iv) Power of attorney if any executed by any partner / partners duly attested by public notary with notarial stamp affixed thereon.</p> <p>v) Registration under the partnership act.</p> <p>If Company, then following documents to be submitted:</p> <p>i) Copy of the certificate of incorporation issued by the Registrar of Companies,</p> <p>ii) A certified copy of Memorandum and Articles of Association of the Company.</p> <p>iii) Name and address of the present Directors if not mentioned in the Memorandum and Articles of Association.</p> <p>iv) Authorization in favour of the Authorised Signatory for signing the Tender Documents and other papers in connection with this contract.</p> <p>If Limited Liability Partnership Firm, then following documents to be submitted:</p> <p>i) Copy of registration</p>
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			ii) Name of partners iii) Copy of partnership deed
6	Statutory compliance	Must have Valid GST No	Copy of GSTIN registration
		Must have valid PAN No	Copy of PAN Card
		Must have submitted ITR	Copy of Income Tax Return of the last three Financial Years (2016-17, 2017-18 and 2018-19)
		GST Returns	Copy of GST Returns for the last six months
7	Firm is not blacklisted and complying with all Govt. regulations	Undertaking certifying that Firm is not blacklisted and complying with all Govt. regulations	Undertaking as per Annexure VII

All documents should be digitally signed and uploaded online

Other documents to be submitted: (Documents to be digitally signed and uploaded online)

S. No	DOCUMENT CHECKLIST
1	Name and full address of the agency with Telephone & Fax Number and Contact person
2	Earnest money deposit (EMD) of Rs. 35000/- to be paid through onl gateway. Copy of Slip to be scanned and uploaded online.
3	Covering Letter as per format given in the Tender Document (Annexure to be uploaded online
4	List of Arbitration cases during last 5 years at Annexure “B”
5	List of Court cases during last 5 years at Annexure “C
6	Visa processing Timeline prescribed Embassy/agency/Authorised representative.

All documents should be digitally signed and uploaded online



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Annexure-I

PROPOSAL SUBMISSION LETTER

**Group General Manager (Tourism)
Indian Railway Catering and Tourism Corporation Ltd.
M-13, Punj House,
Connaught Place,
New Delhi- 110001.**

**Sub:Provision for Engagement of Visa Facilitation Service Provider for IRCTC's
CORPORATE TRAVELLER, GUESTS AND TOURISTS**

1. I/We accept the terms and conditions mentioned in bid document and have been understood by us.
2. I/We have duly signed on each page of the bid document.
3. I/We further certify that we are ready to provide Visa Facilitation Services to outbound travelers on business and leisure travelers as per the time frame given by IRCTC Ltd and as per the terms and conditions of the bid document and in the arrangement to be executed between the parties.
4. I/We understand that IRCTC reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
5. The bidder should offer the financial bids for services as indicated in Annexure-II of the Bid document. The bidder should prefer their quotes based on the services required as indicated.
6. The bid is for a period of two years, extendable once by one year on performance of satisfactory services, and resolution of claim on time with fulfillment of terms and conditions.
7. The financial offer will remain open for acceptance for 120 days from the date of submission of bid.
8. Our financial bid in the desired format is enclosed.

We hereby submit our Technical Proposal for the same.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

**Signature of
Bidder/Authorized
Signatory
Name & Designation.**

**Date &Place :
Company Seal.**



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ANNEXURE-II

Financial Bid (To be filled online only)

Visa Facilitation Services for IRCTC's Corporate Travelers , Guests & Tourists

	Biometric Visa	Non Bio-Metric Visa
Regular Service Charges		
Visa with Meet & Greet Services		
Emergency/ Fast Track Service Charges		

Note : Rates Excluding GST need to be quoted.

Signature of Bidder/Authorized Signatory

Name & Designation.

**Date and Place
Company Seal.**



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Annexure III

List of Arbitration Cases During Last 5 Years							
S. No.	Name of work	Value of Work	Name of Department	Amount and date of claim preferred	Claim of department if any	Brief description of dispute	Status of Case

**Signature of Bidder/Authorized Signatory
Name & Designation.**

Date and Place

Company Seal.



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Annexure IV

List of Court Cases During Last 5 Years								
S. No.	Name of work	Value of Work	Name of Department	Name of Court	Date of institute of Case	Relief sought from Court	Brief description of dispute	Status of Case

**Signature of Bidder/Authorized Signatory
Name & Designation.**

**Date and Place
Company Seal.**



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Annexure V

S No	List of destination for illustration purpose (For Visa Process)
1	<i>RUSSIA</i>
2	<i>DUBAI</i>
3	<i>SRILANKA</i>
4	<i>THAILAND</i>
5	<i>SINGAPOR</i>
6	<i>COMBODIA</i>
7	<i>CHINA</i>
8	<i>EUROPE</i>
9	<i>JAPAN</i>
10	<i>AUSTRALIA</i>
11	<i>BEST OF ASIA</i>
12	<i>PARIS</i>
13	JORDAN, ISRAEL, JERUSLAM, EGYPT
14	MALAYSIA
15	USA
16	UK
17	HOLY LANDS

Note: List of destination for illustration purpose, actual may differ as per actual requirement.



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Annexure VI

S No	IRCTC'S OFFICE LOCATIONS
1	<i>DELHI</i>
2	<i>MUMBAI</i>
3	<i>KOLKATTA</i>
4	<i>CHENNAI</i>
5	<i>HYDERABAD</i>
6	<i>PATNA</i>
7	<i>LUCKNOW</i>
8	<i>CHANDIGARH</i>
9	<i>JAIPUR</i>
10	<i>BANGALORE</i>
11	<i>ERNAKULAM</i>
12	<i>BHUBNESHWAR</i>
13	<i>GUWHATI</i>
14	<i>BHOPAL</i>
15	<i>AHMEDABAD</i>
16	<i>BANGALORE</i>
17	<i>PUNE</i>

Note : The list is just for illustration purpose the actual locations will be intimated from time to time.



(Self attested and notarized (in Rs. 10 Non Judicial stamp paper))

Undertaking

1. I/We certify that ----- firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises/sector units etc.
2. I/we undertake that ----- shall comply with all applicable state and central laws and regulations and to comply with Govt. regulations applicable in respect of safety, health, hygiene, fire regulations, taxations etc. Firm shall co-operate and provide all necessary assistance with IRCTC in case of any audit, enquiry, investigation, dispute and/ or litigation. Firm shall be solely responsible for compliance with all applicable labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. Firm shall ensure fulfilment of all regulations, certification etc. in regard to facilitation of VISA services.
3. I/We certify that in the last three years, -----/any of the consortium members have neither failed to perform on any contract, as evidenced 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.
4. I/We undertake non-disclosure/sharing of confidential information with third parties

Name/Signature
(Authorized signatory)
Stamped



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Annexure VIII

**Format for Certificate to be issued by Auditor with respect to experience and turnover of the bidder
(Original Certificate on the letterhead of the Auditor to be submitted)**

Dear Sir,

I/We, _____
(Name of Auditor) as the Auditors of M/s _____ (Name of Bidder), hereby certify that M/s _____ (Name of the Bidder), _____ (Status of the firm viz. Pvt Ltd Company/Partnership Firm etc) is in the business of Visa facilitation services in India since _____.

We further certify that as per the Audited Books of Accounts of M/s _____, The turnover of the firm in the last three preceding Financial Years **from Visa Facilitation Service Charges only**. (i.e. not including Visa Fee of the destination country) which duly reconciled with Service Tax/GST returns of the respective year is as under:-

Financial Year	Total turnover from Visa Facilitation Service Charges only (Rs. in Lakhs)
2020-21	
2021-22	
2022-23	

Signature of the authorized signatory

Name & Designation

Name of the Firm/Company

Date and Place