

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

(A Govt. of India Enterprise – Mini Ratna)

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

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

**EOI No.** - IRCTC/CO/TRSM(CARG)/7/2023/Tourism/CO dated – 15.01.2024

**Date & Time of Pre-EoI / Pre-bid Meeting** - 1230 Hrs on 30.01.2024 at M-13, Punj House, Connaught Place, New Delhi.

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

<b>Batch No.</b>	<b>Period of Submission of Applications</b>	<b>Cutoff Date</b>	<b>Last Date &amp; Time of Submission</b>	<b>Date &amp; Time of Opening</b>
1	16.01.2024 to 15.02.2024	15.02.2024	15.02.2024 at 1500 hrs	15.02.2024 at 1530 hrs
2	16.02.2024 to 15.05.2024	15.05.2024	15.05.2024 at 1500 hrs	15.05.2024 at 1530 hrs
3	16.05.2024 to 30.09.2024	30.09.2024	30.09.2024 at 1500 hrs	30.09.2024 at 1530 hrs
4	01.10.2024 to 31.03.2025	31.03.2025	31.03.2025 at 1500 hrs	31.03.2025 at 1530 hrs

**Note:** In case if any of the aforementioned date of opening of EOI falls on a Holiday /Non working day, the EOI shall be opened on the next working day.

**Address:**

**General Manager (Tourism)**

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

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

**Ph. 011 – 23701101**

**E-mail:- [cargo@irctc.com](mailto:cargo@irctc.com)**

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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 /profit / margin 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 market the cargo business & 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, Annexure shall form part of EOI Document.
7. This EOI document consists of 49 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. No newspaper/ press advertisement shall be issued for the same.
10. Applicants that meet ALL the pre-qualification criteria laid down in the document for empanelment need to apply only.
11. Application/participation by JV is permitted

General Manager/ Tourism (IRCTC)  
Indian Railway Catering and Tourism Corporation Ltd  
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Email: pdhiman4802@irctc.com

**SECTION – 3**

**INSTRUCTIONS TO THE APPLICANTS**

1. Pre-EOI submission meeting shall be held as per the date indicated to clarify queries, if any.
2. The empanelment is not transferrable.
3. 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.
4. The empanelment document may be downloaded from the IRCTC's website (<http://www.irctc.com>) and [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC)
5. This empanelment document can only be submitted/ received online at <http://www.tenderwizard.com/IRCTC> only. **No manual bids/ applications will be accepted.**
6. 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.
7. 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.
8. The applicant should upload complete set of documents in support of Eligibility Criteria as mentioned in this EOI Document.
9. All documents uploaded, should be digitally signed in support of Technical Criteria and Minimum Essential Criteria
10. 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.
11. 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. +91 80 45811365 or cell no 8800107755
12. Submission of digitally signed application 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.
13. 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.
14. 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.
15. 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.

16. IRCTC reserves the right to empanel any successful applicant (s) at its discretion and this will be binding on applicants.
17. 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.
18. 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.
19. 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.
20. IRCTC shall not be liable for any mistake or error or negligence by the applicant in respect of the above.
21. 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.
22. 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.
23. **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.
24. 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 in writing.
25. 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.
26. 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.

- 27.** 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.
- 28.** Material deficiency in providing the information asked for may result in rejection of the proposal.
- 29.** In terms of the Institute of Chartered accounts of India notification dated 02.08.2019 the following guidelines have been issued for information of public and necessary compliance of Members of Institute:-
- i) A Member of the Institute in practice shall generate Unique document identification number (UDIN) for all kinds of certification, GST and Tax Audit reports and other Audit, Assurance and attestation functions undertaken/signed by him which made mandatory from the following dated through announcements published on the website of the ICAI [www.icaai.org](http://www.icaai.org) at the relevant time:-
    - a) For all certificates w.e.f 1<sup>st</sup> Feb-2019
    - b) For all GST and Tax Audit Reports w.e.f 1<sup>st</sup> April 2019
    - c) For all other audit, Assurance and attestation functions w.e.f 1<sup>st</sup> Jul-2019

All applicants are directed to submit the certificate(s) issued by CA with UDIN is Mandatory.

**Section – 4**  
**Instructions for Joint Venture**

1. Separate identity/name shall be given to the Joint Venture.
2. Number of members in a JV shall not be more than three (3). A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the EOI for empanelment of cargo agent.
3. The application for empanelment shall be submitted only in the name of the JV and not in the name of any constituent member. The application for empanelment can however be submitted by JV or Lead Member authorized by JV through Power of Attorney to submit application for empanelment.
4. The joint venture firm shall be required to submit the Earnest Money Deposit (EMD) along with the application. Earnest Money Deposit (EMD) shall be submitted by JV or Lead member of JV.
5. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20%. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
6. **A copy of Memorandum of Understanding (MoU)/Joint Agreement as per Annexure – XII duly executed by the JV members on a stamp paper**, shall be submitted by the JV along with the application for empanelment. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the JV Agreement.
7. Once the application for empanelment is submitted, the MoU/Joint Agreement shall not be modified / altered / terminated during the validity of the empanelment. In case the applicant fails to observe/comply with this stipulation, penal action as per terms of EOI / work awarded will be applicable.
8. Approval for change of constitution of JV shall be at the sole discretion of the IRCTC. The constitution of the JV shall not be allowed to be modified after submission of the application for empanelment by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the empanelment invalid.
9. Similarly, after the empanelment, the constitution of JV shall not be allowed to be altered during the currency of empanelment except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action.
10. **On empanelment of a JV, Performance Bank Guarantee & Running Security Deposit (RSD) shall be submitted by the JV as per EOI conditions. All the Guarantees like Performance Bank Guarantee & Running Security Deposit etc.**



**shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.**

11. On issue of Letter of Empanelment, the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the application of empanelment, shall get registered before the Registrar of the Companies under 'The Companies Act – 2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity (JV). The documents pertaining to this entity (JV) including its PAN shall be furnished to the IRCTC before signing the agreement for the work. **In case the applicant fails to observe/comply with this stipulation within 50 days of issue of 'Letter of Empanelment', empanelment is liable to be terminated.** The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
  - a. **Joint and Several Liability** – Members of the JV entity, shall be jointly and severally liable to the IRCTC for execution of the work in accordance with terms & conditions of EOI & any work awarded thereof. The members of the entity shall also be liable jointly and severally for the loss, damage caused to the IRCTC during the course of empanelment, including the period of extension (if any).
  - b. **Duration of the Registered Entity**- It shall be valid during the entire currency of the empanelment, including the period of extension and till awarded work is not completed.
  - c. **Governing Laws** – The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
12. Authorized Member – Joint Venture members in the JV MoU/Agreement shall authorize one of the members as Lead member on behalf of the Joint Venture to deal with the empanelment, sign the agreement or enter into contract in respect of the said empanelment, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said empanelment. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.
13. No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the empanelment without the written consent of the other member and that of the IRCTC in respect of the said empanelment/contract.
14. Documents to be enclosed by the JV along with the application:
  - i. In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
    - a) A **notarised** copy of the Partnership Deed,
    - b) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement **on a stamp paper**,
    - c) A **notarized or registered copy of Power of Attorney** in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

- ii. In case one or more members is/are HUF, the following documents shall be enclosed:
    - a) A copy of **notarized affidavit on Stamp Paper** declaring that he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
  - iii. In case one or more members of the JV is/are companies, the following documents shall be submitted:
    - a) A copy of resolutions of the Board of Directors of the Company, permitting the company to enter into a JV agreement,
    - b) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
    - c) A copy of Certificate of Incorporation
    - d) A **copy of Authorization/copy of Power of Attorney** issued by the Company (**backed by the resolution of Board of Directors**) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and creates liability against the company.
  - iv. All the Members of JV shall certify that they are not blacklisted or debarred by Railways/IRCTC or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.
  - v. All other documents in terms of qualifying criteria.
15. Credentials & Qualifying Criteria:  
Technical and financial eligibility of the JV shall be adjudged based on satisfactory fulfilment of the following criteria:
- a. Eligibility Criteria  
The qualifying criteria for the empanelment shall be satisfied by either the 'JV in its own name & style' or 'members collectively'. The arithmetic sum of individual "Turnover figures/ financial figure" of the members shall be taken as JV's "financial capacity" to satisfy this requirement for the purpose of satisfying compliance of the mentioned financial eligibility criteria in the EOI under consideration.
16. Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:
- a. The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
  - b. Joint Venture (JV) is not a mandatory condition. An applicant all the qualification criteria mentioned for empanelment may apply for empanelment independently.

**SECTION – 5**

**SCOPE OF WORK and Important Timelines**

**Brief of Activities Expected from CARGO AGENT**

1. IRCTC intends to empanel Cargo agents (CA) 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 CARGO AGENT 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, Running Security Deposit (RSD) & Agreement**

5. Short listed Cargo Agents has to furnish an unconditional Bank Guarantee of Rs. 50 Lakhs valid upto a period of six (6) months beyond the empanelment validity before signing of agreement.
6. Performance Bank Guarantee has to be furnished within 20 days of issuance of 'Letter of Empanelment'. In case of JV (Joint Venture) PBG has to be furnished within 50 days of Issuance of Letter of Empanelment.
7. The Agreement for appointment of Cargo Agent is to be signed within 15 days of furnishing the PBG.
8. The appointed Cargo Agent can start the marketing activities after signing the agreement.
9. The obligatory commission / profit / margin to be sharing by Cargo Agent with IRCTC on the business would be communicated by IRCTC within 30 days from the date of signing the agreement.
10. The appointed CARGO AGENT will submit the Running Security Deposit (RSD) of Rs. 50 Lakhs before quoting / bidding for work within 60 days of communicating of obligatory commission / profit / margin to be shared. Submission of budgetary quotes after communication of obligatory commission / profit / margin to be sharing by Cargo Agent shall be permitted. But Cargo Agent will not be permitted to quote / bid without submitting RSD.
11. 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 & forfeit the Security Deposit.
12. EMD, Performance Bank Guarantee and Balance Running Security Deposit shall be returned to Cargo Agent on request after 06 (six) month of termination / completion of empanelment after recovering pending dues, if any.
13. However, if after issuance of letter of empanelment by IRCTC, the cargo agent doesn't comply with EOI time lines w.r.t. agreement, PBG & RSD, the EMD shall be forfeited by IRCTC; PBG & RSD (if already submitted) shall be refunded and the cargo agent

shall also be delisted from empanelment.

**Commission / profit / margin sharing Structure**

14. The obligatory commission /profit / margin to be sharing by Cargo Agent with IRCTC on the business would be decided by the committee of three officers constituted by CMD/IRCTC and shall be circulated among all the empanelment Cargo Agents..
15. The commission structure shall be reviewed periodically by the IRCTC, preferably after every year or as and when required as per the market conditions.
16. IRCTC shall not be responsible for any financial or otherwise loss happens during shipment and it will be obligation of CARGO AGENT to pay commission / profit/ margin as finalised / guaranteed even in case of loss
17. The ratio of commission /profit / margin 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 – 6**  
**ELIGIBILITY CRITERIA**

<b>General Information</b>				
SN	Subject	Criteria	Requisite	Applicability
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 bidder/s letter head along with Technical proposal	Single Applicant Or All Members of JV
2.	Status of the applicants	Company/ Individual/ Proprietorship /Partnership/ Joint Venture – Please Specify.	To be submitted on bidder/s letter head along with Technical proposal	Single Applicant or All Members of the JV
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. iv) GST Registration Certificate.	Should be provided – Copy of requisite documents.	Single Applicant Or All Members of JV
4	In Case Of - Firm, Registered under the partnership Act, 1932	i) Partnership Deed. ii) Registration Certificate. iii) GST Registration Certificate.	Should be provided – Copy of requisite documents.	Single Applicant Or All Members of JV
5	In Case Of - Proprietorship/Individual business.	i) Registration certificate from any statutory authority. ii) GST Registration Certificate.	Should be provided – Copy of requisite documents.	Single Applicant Or All Members of JV
6.	Documents related to tax compliance	i) GST certificate. ii) PAN Card.	i) Copy of GST certificate ii) Copy of PAN Card	Single Applicant Or All Members of JV
7.	Income Tax	Should be submitted to assess Income Tax.	Certified copies of Income Tax Return for FY 2020-21, 2021-22, 2022 -23	Single Applicant Or All Members of JV

**Note:** In case of Joint Venture, also please refer Section 4 of this EoI for the other documents to be submitted along with the application for empanelment.

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

Minimum Essential Criteria				
S N	Subject	Criteria	Documentary Evidence	Applicability
8.	EMD	₹1,00,000/- (Rs One Lakh).	To be deposited online as per instructions mentioned under Section-3 of document	Single Applicant Or Lead Member of JV
9.	Minimum Annual Turnover Criteria	Average annual minimum turnover in last three (03) years, should be INR 10 crores from <b>Cargo business</b>	1. Copies of the audited Profit & Loss account & Balance sheet. <b>OR</b> 2. A UDIN certificate from Chartered Accountant <b>clearly mentioning the turnover from cargo business</b> for the period 2020 -21, 2021 -22, 2022-23	Single Applicant Or All Members of JV
11.	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 ( <b>minimum 3 work orders completed during the last 3 years</b> ) (FY 2020-21, 2021 -22, 2022-23).	i) The work completion certificates to be enclosed for each order. ii) The total value of work completed under 3 LOAs should not be less than 50 Lakhs.	Single Applicant Or Any Member of JV
12.	Technical Registration and Licenses	1. IATA License for cargo business 2. CHA license or should have association with CHA license holder. 3. Membership / accreditation of, International Federation of Freight Forwarders' Association (FIATA),	1. Certified copy of IATA license 2. Certified copy of CHA license 3. In case of association with CHA declaration from CHA Licence holder endorsing the association with applicant <b>or agreement.</b> 4. Certified copy of FIATA membership	Single Applicant Or Any Member of JV

Note:

1. Minimum Essential eligibility will be evaluated on the basis of documents as detailed above.
2. The qualifying criteria for the empanelment shall be satisfied by either the 'JV in its own name & style' or 'members collectively'. The arithmetic sum of individual "Turnover figures" of the members shall be taken as JV's "financial capacity" to satisfy this requirement for the purpose of satisfying compliance of the mentioned financial eligibility criteria in the EOI under consideration.
3. The documents/data submitted by the successful bidder, in compliance of the above qualification Criteria shall be subject to verifications by IRCTC itself or through an agency (expert in forensic audit) appointed by IRCTC, for which all necessary documents shall have to be essentially provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of Running Security Deposit. In such eventuality the successful bidder will also be debarred for 3 years from participating in the future projects of IRCTC.
- 4. No relaxations for MSME**

**SECTION-7**

**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 -6 of document for empanelment. Thereafter, technically qualified applicants would be called for appointment as CARGO AGENT of IRCTC **on non-exclusive basis** for promoting cargo business and 'Letter of Empanelment' would be issued (subject to the response to EOI).
2. Upon furnishing of the Performance Bank Guarantee by technically successful applicant, IRCTC will sign an agreement within 15 days and appoint CARGO AGENT 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 Cargo Agent on non- exclusive basis at the discretion of IRCTC.
3. The appointed Cargo Agent will submit the Running Security Deposit (RSD) of Rs. 50 Lakhs before quoting / bidding for work.
4. Empanelled Cargo Agent 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' & Minimum Essential Criteria mentioned in the tender document.
6. In case of a holiday or closure of office due to any unforeseen reason, the opening shall be considered next working day.
7. The tenure of empanelment shall be considered from the date of 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 / e-mail will be utilised for this business proposition.
4. Written confirmation from the Cargo Agent/s to IRCTC for 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.
6. On the condition of written intimation to reschedule the meeting by institution, meeting 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.
7. Cargo Agent whosoever approach an institution first, followed by a meeting with officials from institution in presence of IRCTC official/s and submit 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.

8. In case no business is generated / empanelment / engagement letter is not 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.
9. Cargo Agents are not authorized to submit the quotation to Customers directly on behalf of IRCTC.
10. In case a budgetary quote / quote / bid is to be submitted on urgent basis (within 30 days), prior meeting and other procedure as detailed above from point no. 4 to 7 are not mandatory and direct proposal letter / budgetary quote / quote / bid can be submitted.
11. Every empanelled Cargo Agent shall be given an IRCTC's e-mail id that can be used by cargo agents only for this business proposition not otherwise.
12. 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.
13. 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 including the cost of Performance Bank Guarantees, security deposit, and all other expenditure on account of executing the assignment will be borne by lowest bidder / executing agent. The payment will be released to the Cargo Agent by IRCTC on receipt of the payment from the institution.
14. A ministry / Department / Agency / PSU having centralised vendor management / engagement system in place will be considered one institution for the purpose of marketing.
15. Institutions where no policy of centralised procurement / engagement of vender 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.
16. 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  
Connaught Place, New Delhi-110001  
Hand phone: +91-8287930154  
Tel: 011-23701100-01  
Email: pdhiman4802@irctc.com

**(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**

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 Cargo Agent 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. ELIGIBILITY CRITERIA** (Self attested copies of relevant documents to be enclosed)

**III. 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.**

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 application 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 Cargo Agent 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, Performance Bank Guarantee and running security as per the terms of EOI.
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 empanelment is made, in executing) the above cargo related work, 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 (VIII)** 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**

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)** 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

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 \_\_\_\_\_, 20.....

DEPONENT

**Annexure: V**

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

**Undertaking for Track & Trace**

This is to certify that M/s. \_\_\_\_\_ has track & trace cargo logistics system (-----  
---Name of the Track & Trace Facility-----) available 24 x 7 and link will be  
provided to IRCTC to monitor the movement of cargo. We have experienced manpower to  
operate this system.

Signature of the applicant / Authorised Signatory

Name & Designation

Company Seal

Date & Place:

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

**Undertaking for Associates & warehousing facility**

This is to certify that M/s. \_\_\_\_\_ has entered into valid association with cargo logistics agent in the International & Domestic market and proficient to arrange warehousing facility on need bases. Details of the associate agents & warehousing facility shall be provided to IRCTC as and when required.

Signature of the applicant / Authorised Signatory

Name & Designation

Company Seal

Date & Place:

**Certificate for Turnover From Cargo Business**

**(To be printed on the Chartered Accountant's letter head)**  
**To Whom So Ever It May Concern**

This is to certify that \_\_\_\_\_“Agency/ Firm Name”\_\_\_\_\_, (CIN no\_\_\_\_\_), having it registered office at \_\_\_\_\_”Registered Office Address”\_\_\_\_\_. Has achieved Gross Turnover during last three financial Year are as follow”

<b>S. No</b>	<b>Accounting Year</b>	<b>Gross Turnover</b>	<b>Turnover from Cargo Business</b>
01	FY 2020 – 21	Actual Figure	Actual Figure
02	FY 2021 – 22	Actual Figure	Actual Figure
03	FY 2022 – 23	Actual Figure	Actual Figure

We have certified that the above, are as per Books of Accounts, Audited Balance Sheet (FY 2020-21, 2021-22 and 2022-23).

Signature

Office SEAL

Name of the Organization &  
Chartered Accountant

Date:

Place:

UDIN:



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

This Agreement for appointment of Cargo Agent ("Agreement") is executed at New Delhi on this \_\_\_\_ day of 20---- 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----- shall hereinafter collectively referred to as "Parties" and individually as "Party").

**RECITALS**

**WHEREAS** IRCTC is inter-alia engaged, , 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 inter-alia engaged, , 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 and foreigners.

**WHEREAS**, IRCTC intends to appoint Cargo Agent for promoting and execution of cargo business on a Commission / profit / margin sharing basis.

**WHEREAS**, the Cargo Agent hereupon referred to as Cargo Agent, 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 Cargo Agent 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 Cargo Agent 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 Cargo Agent.

**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 Cargo Agent 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 appoints M/s -----as its Cargo Agent on 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 and the Cargo Agent shall have no objection of any nature whatsoever for the same.
3. The office of Cargo Agent shall not constitute a branch of IRCTC. The Cargo Agent shall not have authority to bind IRCTC to any agreement/arrangements.

**B. SCOPE OF SERVICES**

4. Cargo Agent agrees and undertakes to ensure complete accounting of the cargo business activity.
5. Cargo Agent 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, vessels, trucks etc for special transportation of cargo and transporting to various destinations in India and across the world as desired by the clients with a copy marked to IRCTC.
6. Cargo Agent agrees and undertakes to provide warehousing for 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. Cargo Agent 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. Cargo Agent shall be liable to compensate concerned service users of any loss, damage and /or destruction of goods while in Cargo Agent custody or in the custody of its overseas associates if arising due to negligence of Cargo Agent /Associates.
8. Cargo Agent 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. Cargo Agent agrees and undertakes that if any goods are confiscated under the

- Customs Act or any other law / by law in force then Cargo Agent will facilitate all proceedings for recovery of the arrested or confiscated goods on behalf of the Client on his request.
10. Cargo Agent agrees and undertakes to provide list or other related documents of its associates as and when on demand by IRCTC.
  11. Cargo Agent 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. Cargo Agent agrees and undertakes to prepare SoPs for operation of the business, including setting terms and conditions for delivery of service to customers/clients.
  13. Cargo Agent agrees and undertakes that it shall provide on the job training to IRCTC employees and help in arranging IATA cargo license when eligible for IRCTC.
  14. The entire bills and other cargo related documents for shipment will be shared with IRCTC along with the final bill to IRCTC and IRCTC will further raise the invoice to the clients.
  15. The Cargo Agent 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 Cargo Agent 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 Cargo Agent shall bill the additional charges to IRCTC in the Indian Currency and coordinate with the client for realisation of additional charges. 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 Cargo Agent shall sell the cargo related services shall be decided in consultation with IRCTC from time to time. It shall be the duty of the Cargo Agent to collect the payment for the services and remit the same to IRCTC.
  18. The Cargo Agent 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.
  19. The Cargo Agent 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 Cargo Agent on the receipt of query related to handling of cargo bookings of customer shall intimate IRCTC by fax / telephone / Email.
  21. The Cargo Agent shall provide monthly reports of present and future market developments, marketing efforts taken by Cargo Agent and 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 Cargo Agent. Publicity material provided by IRCTC shall remain the property of IRCTC.

23. The CARGO AGENT 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 CARGO AGENT shall obtain a signed delivery receipt for each shipment. The CARGO AGENT 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 CARGO AGENT 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 CARGO AGENT shall immediately communicate this to client and IRCTC and wait for disposal instruction from client.
26. The CARGO AGENT 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 stakeholders.
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 Cargo Agent. The CARGO AGENT undertakes that in case IRCTC or the customers lodge a complaint / advise CARGO AGENT to 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 CARGO AGENT 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.
  - a. The CARGO AGENT shall provide a running Security deposit of Rs. 50, 00,000/- (Rupees Fifty Lakh only) with IRCTC in addition to performance bank guarantee.
  - b. IRCTC may participate in tendering process of government departments to procure cargo business based on request received from CARGO AGENT. However CARGO AGENT would make all arrangements for EMD and security deposit or else it would be adjusted against running deposit.
  - c. CARGO AGENT 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.
  - d. The amount of the money would be upwardly revised based on volume of business.
  - e. The cargo bookings can be made only against advance deposit. Advance payment towards freight charges etc wherever required is to be paid by Cargo Agent. The bills for the services rendered by the Cargo Agent to be submitted to IRCTC with relevant supporting documents after successful execution of the assignment for releasing payment as per the agreement.
30. **Commission / profit / margin Structure**: The commission of IRCTC will be as follows.
  - a.) The Parties have mutually discussed all the commercial terms applicable to air (exports and imports), sea (export and imports), Land (truck, tempo, trailer, and rail, domestic 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 Cargo Agent to pay commission to IRCTC as finalised by the IRCTC.
  - d.) IRCTC shall not be responsible for any financial or other loss during shipment and even in case of any loss the Cargo Agent will pay commission / minimum guaranteed profit / margin mandatorily.
  - e.) The Cargo Agent should furnish documents in support of their expenditure / charges made.
  - f.) The Cargo Agent's payment as agreed will be settled by IRCTC / or respective branch office after receiving payment from the customers.
  - g.) Any additional costs due to the operating negligence by the Cargo Agent shall not be reflected in any calculation of commission / profit / margin and such costs shall be borne entirely by the Cargo Agent.
  - h.) The payments shall be made after withholding the taxes as per the required laws or regulations.
  - i.) The commission / profit / margin to be shared 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 / profit / margin 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 Cargo Agent shall have telephone, Fax and email address for correspondence.
- 32. The Cargo Agent shall be liable to bear all other expenses, which may be incurred by the Cargo Agent during the validity of this Agreement, which are not specifically agreed to be borne by IRCTC.
- 33. The person/s deployed by Cargo Agent to handle the responsibility of the Cargo Agent in terms of this Agreement even if handling that responsibility exclusively, shall be always considered to be the employees of the Cargo Agent for all purposes and the Cargo Agent alone shall be responsible to fulfil the entire contractual and legal obligation towards such employee. The Cargo Agent 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 Cargo Agent or its associate.
- 34. The Cargo Agent 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 Cargo Agent beyond the services mentioned in this Agreement.
- 35. The Cargo Agent shall be liable to reimburse all costs incurred by IRCTC for complaint or alleged grievance raised by the customers against Cargo Agent in any court of law or otherwise for any wrong information or false promises made by the Cargo Agent to the client to take the booking.
- 36. The Cargo Agent 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.
- 37. The Cargo Agent 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 Cargo Agent 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 Cargo Agent, its directors, officers, employees or agents.

38. The Cargo Agent shall be fully responsible and liable for implementation of various laws in force or to be enforced by Government or local authorities during currency of contract.
39. This arrangement does not in any manner create any right or license in favour of the Cargo Agent as regards the intellectual property rights of IRCTC including their logos, brand names, trademarks, whether registered or not, used or applied. The Cargo Agent further agrees to immediately inform IRCTC in case of any infringement of Trademark(s) owned and registered with the authorities by IRCTC. The Cargo Agent shall not use the name of IRCTC in connection with any business or transaction not directly concerning to IRCTC.
40. Except as strictly required by law, this Agreement shall not be shown nor the contents divulged to any third party by the Cargo Agent without the prior written consent of IRCTC.

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

43. (a) If Cargo Agent 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 own use, IRCTC will have the right to invoke Performance Bank Guarantee and forfeit the Running Deposit provided by Cargo Agent.
- (b) If the Cargo Agent 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 Cargo Agent:**

- a. CARGO AGENT 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 CARGO AGENT 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 CARGO AGENT will display the Promotional Material at its office and at all of its outlets in accordance with the **written** instructions of IRCTC;
- d. The CARGO AGENT 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 CARGO AGENT will submit before use any advertising / commercial/ promotional material including the name of IRCTC proposed to be used by the CARGO AGENT, for the approval of IRCTC.
- f. The CARGO AGENT 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 CARGO AGENT will forward any application / request received by the CARGO AGENT 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 CARGO AGENT 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 CARGO AGENT after the CARGO AGENT 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 CARGO AGENT 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 CARGO AGENT shall bear all bank charges relating to the refund, reimbursement or settlement as and when he is required to do.
45. Warranties by the CARGO AGENT:  
The CARGO AGENT 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 CARGO AGENT is a party or by which the CARGO AGENT is a party or by which the CARGO AGENT is bound;
  - c. There are no suits, actions of administrative or other proceeding pending or to the knowledge of the CARGO AGENT threatened or likely which may have a material adverse effect on the ability of the CARGO AGENT to perform its duties and functions and meet its obligation under this Agreement.
  - d. All information and documents given by the CARGO AGENT 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 CARGO AGENT shall ensure that none of its employees make any claims to being the employees of IRCTC. The CARGO AGENT shall ensure compliance of all statutory laws / provisions applicable to his employees.
  - f. The CARGO AGENT 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 CARGO AGENT 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 shall be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Act of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. The Party affected by an event of Force Majeure shall 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: In the event of any dispute or difference between the parties hereto as to the construction, operation and interpretation of this contract or the respective rights and liabilities of the parties on any matter in question, the Parties agree to use their best efforts to resolve all disputes in prompt, and equitable manner. In the event, the Parties are unable to resolve the dispute as has been mentioned in the preceding clause, either party by way of submitting a demand in writing, refer the dispute to Arbitration comprising of a Sole Arbitrator to be appointed from the approved list of Empanelled Arbitrators by CMD/IRCTC. Further, only such disputes or differences in respect of which demand has been made, together with counter claims or set off shall be referred to Arbitration and other matters shall not be included in the reference.

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 at New Delhi shall have the exclusive jurisdiction to adjudicate the dispute between the parties. .

**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 CARGO AGENT may terminate this Agreement by giving thirty days' notice in writing also. On termination all accounts have to be settled and the CARGO AGENT 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 CARGO AGENT hereto becoming insolvent, being declared bankrupt or ceasing business, the other Party may terminate this Agreement with immediate effect.  
 In the event that the CARGO AGENT 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 CARGO AGENT.**

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 any of applicant shortlisted through this empanelment.**

51. Assignment/Sub Contract: The CARGO AGENT 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 'CARGO AGENT'.
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 CARGO AGENT 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-13Connaught Place

New Delhi-110001

Attn:

Tel:

**For CARGO AGENT**

Address:

Attn: Mr.

Tel:

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 CARGO AGENT )  
 M/S. \_\_\_\_\_ )  
 By Mr. \_\_\_\_\_ )  
 In presence of witness: )

**(List of indicative charges to be borne by bidder)**

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

\*For Information only.

**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)

---

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

(Office Seal)

Witness 1

(Name & Address)

Witness 2:

(Name & Address)

## Check list for uploading of documents

S.No	Nature of Document	Doc Yes/No
01	EMD of Rs.01 Lakh, proof of payment.	
02	Technical Proposal ( <b>Annexure — I</b> ).	
03	Status of the applicants. - If, Company/ Individual/ Proprietorship/ Partnership/ Joint Venture (JV) - Please Specify.	
04	In Case Of- Company. - • Memorandum of Articles of association/ AOA. • Certificate of incorporation issued by Registrar of companies. • Commencement of business certificate. • GST Registration Certificate.	
	In Case Of - firm, Registered under the partnership Act, 1932. • Partnership Deed. • Registration Certificate. • GST Registration Certificate.	
	In Case Of - Proprietorship / Individual business. • Registration certificate from any statutory authority. • GST Registration Certificate	
05	Director Identification Numbers ( <b>DINS</b> ) on company letterhead	
06	Certified Copy of <b>PAN Card</b> .	
07	Certified Copy of <b>IATA Certificate</b> and FIATA Certificate	
08	<ul style="list-style-type: none"> <li>• Certified Copy of <b>CHA Licences</b>.</li> <li>• In case of association with CHA declaration from CHA Licence holder with the applicant or agreement.</li> </ul>	
09	Undertaking for Associates & warehousing facility (Annexure VI) Undertaking for Track & Trace (Annexure – V)	
10	• Certified copies of Income tax Return ( <b>ITR</b> ) for last <b>03 years</b> (Fy 20, 2020-21, 2021-22, 2022-23).	
	• Copies of the audited <b>P&amp; L account &amp; Balance sheet</b> for the last <b>03 years</b> (FY – 2020-21, 2021-22, 2022-23). OR	
	• A certificate from chartered accountant clearly mentioning the <b>turnover from cargo business</b> for the period of last <b>3 years</b> (FY – 2020-21, 2021-22, 2022-23). (Annexure - VII)	
11	• Undertaking ( <b>Annexure — II</b> ).	
	• Undertaking ( <b>Annexure — III</b> ).	
	• Integrity Pack ( <b>Annexure — X</b> ).	
12	An “ <b>Affidavit</b> ” on a stamp paper of Not debarred/ blacklisted by Government and authorisation to apply for EOI ( <b>Annexure- IV</b> ). <b>In the name of Single Applicant/In case of JV- This is to be submitted by all the JV Members.</b>	
13	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 ( <b>minimum 3 work orders completed during the last 3 years</b> ) (FY 2020-21, 2021 - 22, 2022-23). (FY 2020-21, 2021 -22, 2022-23).	

**Note: In case application submitted under Joint Venture -**

1. The qualifying criteria for the empanelment shall be satisfied by either the 'JV in its own name & style' or 'members collectively'. The arithmetic sum of individual "Turnover figures" of the members shall be taken as JV's "financial capacity" to satisfy this requirement for the purpose of satisfying compliance of the mentioned financial eligibility criteria in the EOI under consideration.
2. The document specified under Point no – **07, 08, 13** of Check List above, can be submitted of any member of Joint Venture.
3. The document as specified under Point no – **01, 02, 9, 11** of Check List above, is to be submitted only JV in its own name & style' **or by "Lead"** member of Joint Venture.
4. Affidavit as specified under Point no – **12** of Check List above, is to be submitted by **"All" member of respective Joint Venture.**
5. Remaining documents specified in above check list are to be submitted by **"All"** member of respective Joint Venture.



**Annexure – XII****- Prime/Lead Bidder and Joint Venture (JV) Agreement**

**<<On Non-judicial stamp paper of appropriate value to be purchased in the name of executants' companies or as required by the jurisdiction in which executed>>**

This Joint Venture (JV) Agreement executed on this ..... day of..... Two Thousand ..... By: M/s. ....a Company incorporated under the laws of.....and Having its registered office at..... (Hereinafter called the "Lead Member/First Member" which Expression shall include its successors);

And

M/s. .... a Company incorporated under the laws of .....and having its Registered office at..... (Hereinafter called the "Second Member" which expression shall include its successors)

And

M/s. .... a Company incorporated under the laws of .....and having its Registered office at..... (Hereinafter called the "Third Member" which expression shall include its successors)

The Lead Member/First Member, the Second & third Member shall collectively hereinafter be called as the "Joint Venture (JV) Members" for the purpose of submitting an application for empanelment as Cargo Agent (hereinafter called as "application") for the work of Cargo of IRCTC (hereinafter called the "Owner") in response to Expression of Interest Document (hereinafter called as "EOI" Document) Dated ----- for the purposes of submitting the application and entering into a agreement in case of empanelment as Cargo Agent of IRCTC.

WHEREAS, the IRCTC invited applications for empanelment vide its EOI No ----- for the work of Cargo Business AND WHEREAS as per document, Joint Venture (JV) applications will also be considered by the Owner provided they meet the specific requirements in that regard.

AND WHEREAS the application for empanelment is being submitted to the IRCTC based on the Joint Venture (JV) Agreement, in accordance with the requirement of EOI conditions and requirements have been understood & accepted by all the partners and submitted to the IRCTC Ltd.

AND WHEREAS EOI document stipulates that a Joint Venture (JV) of maximum <3> companies, meeting the requirements stipulated in the EOI document may submit a application signed by Lead Member of the Joint Venture (JV) Members so as to legally bind all the Members of the Joint Venture (JV) to the IRCTC and duly signed Joint Venture (JV) Agreement shall be attached to the application for empanelment.

NOW THEREFORE, in consideration of the mutual covenants of the members of the Joint Venture (JV), the sufficiency whereof is hereby acknowledged and other good valuable consideration, we agree as follows:

1. We the members in the Joint Venture (JV) hereby confirm that the name and style of the Joint Venture (JV) shall be.....Joint Venture (JV).
2. M/s. ....shall act as Lead Member for self, and for and on behalf of M/s ..... (Second Member) and M/s. .... (Third Party) and further declare and confirm that we shall jointly and severally be bound unto the IRCTC for the successful performance of the obligations under the Expression of Interest (EOI) and resulting Agreement(s) submitted / executed by the Lead Member in the event of the empanelment of Joint Venture (JV). Further, the Lead member is

authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the Joint Venture (JV).

3. The composition or the constitution of the Joint Venture (JV) shall not be altered without the prior consent of the IRCTC.
4. If the work is awarded to Joint Venture, it shall form a SPV within 50 days of Letter of Empanelment.
5. The roles and responsibilities of the lead member, second member and third member of the Joint Venture (JV) for execution of various components/activities as defined in the EOI document shall be as under:

S. No.	Name of Member	Share in JV	Roles, Responsibilities
1	M/s. ....	Lead Member.....	i) . ii) . iii) . iv) .
2	M/s. ....	Second Member.....	v) . vi) . vii) . viii) .
3	M/s. ....	Third Member.....	ix) . x) . xi) . xii) .

6. It is agreed that the lead member shall be liable for the entire scope of work and risks involved thereof. It is also agreed that all non-lead members of the Joint Venture (JV) shall be held equally responsible along with the lead member for the obligations under the EOI Document, and this Agreement, as per the scope of work, roles and responsibility agreed in this agreement.
7. For the purpose of this Agreement, the EOI Document and the Contract, the Lead member shall be the single point of contact for the IRCTC, and shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the Joint Venture (JV) are complying with the terms and conditions set out in the Contract and the EOI Document and work awarded thereof.
8. If IRCTC suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Joint Venture (JV) Members, upon its empanelment pursuant to EOI or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the EOI and the Agreements, the Joint Venture (JV) Members hereby jointly and severally undertake to promptly make good such loss or damages caused to IRCTC on its demand without any demur or contest. The Owner shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Member before proceeding against or dealing with the other Member.
9. The financial liability of the Joint Venture (JV) Members to the Owner, with respect to any of the claims arising out of the performance or non-performance of obligations under the EOI and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members.
10. This Joint Venture (JV) agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Delhi shall have the exclusive jurisdiction in all matters arising there under.

11. It is further agreed that this Joint Venture (JV) Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by IRCTC
12. This Agreement shall come into force as on date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Parties under the Contract, EOI Document and under this Agreement.
13. Any other terms and conditions not in contradiction to the EOI and above-mentioned terms and conditions.

IN WITNESS WHEREOF, the Members to the Joint Venture (JV) agreement through their authorised representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

Common Seal of.....has been affixed in my/our Lead Member presence pursuant to Board of Director's Resolution dated..... 1) Witness 2) Witness	For and on behalf of M/s..... (Lead Member) (Signature of authorized representative) Name: Designation:
Common Seal of.....has been affixed in my/our Lead Member presence pursuant to Board of Director's Resolution dated..... 1) Witness 2) Witness	For and on behalf of M/s..... (Second member). (Signature of authorized representative) Name: Designation:
Common Seal of.....has been affixed in my/our Lead Member presence pursuant to Board of Director's Resolution dated..... 1) Witness 2) Witness	For and on behalf of M/s..... (Second member) (Signature of authorized representative) Name: Designation:

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF JOINT VENTURE (JV) PARTNERS**

**Power of Attorney for signing of application**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the Power of Attorney)

Know all men by these presents, we .....(name of the firm and address of the registered office) do hereby Irrevocably constitute, nominate, appoint and authorize Mr. / Ms .....(Name), son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Joint Venture (JV) and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for empanelment of cargo agent (Ref:EOI No. -----).

AND we do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20...

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

The Said Attorney has signed herein below in confirmation and acceptance of the above.

\_\_\_\_\_  
(Signature, name, designation and address **Power of Attorney Holder**)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the powers of Attorney provided by applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**Annexure – XIV****Power of Attorney for Lead Member of Joint Venture (JV)**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the Power of Attorney)

Whereas the IRCTC limited has invited applications from prospective cargo Agents for the empanelment of Cargo Agents for IRCTC (Ref:EOI No. -----).

Whereas, the members of the Joint Venture comprising of M/s ....., M/s. .... and M/s. .... are interested in empanelment for the Project in accordance with the terms and conditions of the EOI document and other connected documents in respect of the empanelment, and

Whereas, it is necessary for the Members of the Joint Venture (JV) to designate one of them as the Lead/Prime Member with all necessary power and authority to do for and on behalf of the Joint Venture (JV), all acts, deeds and things as may be necessary in connection with the Joint Venture (JV)'s application for empanelment.

NOW THIS POWER OF ATORNEY WITNESSTH THAT:

We, M/s....., hereby designate M/s. ...., being one of the partners of the Joint Venture, as the lead partner of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's empanelment as Cargo Agent of IRCTC, including submission of application, participating in conferences, meetings, responding to queries, submission of information / documents, quotes etc and generally to represent the Joint Venture in all its dealings with IRCTC Ltd or any Government Agency or any person, in connection with the empanelment for the said work until culmination of the process of empanelment till the agreement is entered into with IRCTC Ltd and thereafter till the expiry of empanelment or completion of work.

We hereby ratify and confirm all acts, deeds and things done or caused to be done by lead member, our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture (JV).

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20.....

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

(Executants)

**(To be executed by all the Members of the Joint Venture (JV) separately)**

Witnesses:

- 1.
- 2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

**Format for Bank Guarantee****BG NO:****Date:****Amount:****Valid upto:****Claim upto:**

**BANK GUARANTEE IN FAVOUR OF  
INDIAN RAILWAY CATERING & TOURISM CORPORATION LIMITED  
11<sup>TH</sup> FLOOR, B-148, STATESMAN HOUSE, BARAKHAMBA ROAD  
NEW DELHI – 110001.**

**BANK GUARANTEE**

In consideration of Indian Railway Catering and Tourism Corporation Limited, New Delhi (here-in-after called the IRCTC, New Delhi) which expression unless otherwise repugnant to the context and meaning thereof, shall mean and include its successors appointing M/s. ---  
----- (hereinafter called 'Cargo Agent'), which expression unless otherwise repugnant to the context and meaning thereof, shall mean and include its successors and assigns for handling Cargo Business for a period of 02 (Two) years and further extendable by one year each for maximum of 02 (Two) years subject to satisfactory performance and request in writing from Cargo Agent on non- exclusive basis and at the sole discretion of IRCTC. (Ref:EOI No. -----).

The said agreement inter-alia provides for production of performance Bank Guarantee to the extent of Rs. 50,00,000/- (Rupees fifty lakhs only). We  
.....Name & address of bank..... which expression unless other repugnant to the context and meaning thereof, shall mean and include its successors and assigns at the request of M/S. -----, Cargo Agent, do hereby irrevocably and unconditionally guarantee to the IRCTC that bank shall pay without demur and without referring to any source, the said amount of amount of Bank Guarantee and dues under the said agreement whenever called upon to pay by IRCTC.

We..... Bank Name & Address ..... do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the IRCTC, New Delhi, stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by IRCTC, New Delhi by reason of failure, fault, fraud, dubious / defamatory / unlawful activity of the said Cargo Agent to deliver the services in terms of the said Expression of Interest (EOI) or breach by the Cargo Agent. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee where the decision of the IRCTC, New Delhi in these counts shall be final binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. 50, 00,000/- (Rupees Fifty Lakhs only).

We undertake to pay to IRCTC, New Delhi any money so demanded notwithstanding any disputes raised by the Cargo Agent in any suit or proceeding pending before any court of tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability of payment there under and the Cargo Agent shall have no claim against us for making such payment.

We, the bank, hereby undertake to pay as primary obligor and not merely a security to pay such sums not exceeding Rs. 50,00,000/- (Rupees Fifty lakhs Only) to the IRCTC, immediately without any demur, objections and without reference to Cargo Agent and without questioning the right of the IRCTC to make such demand or the propriety or legality of demand, merely on demand of the IRCTC stating that the amount claimed is due by way

**BG NO:**  
**Date:**  
**Amount:**  
**Valid upto:**  
**Claim upto:**

of failure (or any other reason) of the Cargo Agent to pay the due amount or any part thereof in terms of said EOI/agreement and further agreed to extend the same from time to time. So that it shall continue to be enforceable till all the dues to the IRCTC, New Delhi under or by virtue of the said EOI/agreement have been fully paid and its claims satisfied or discharged or till IRCTC, New Delhi, certifies that the terms and conditions

Of the said EOI/agreement have been fully and properly carried out by the said Cargo Agent and accordingly discharges this guarantee.

We, the bank, -----bank name & address-----, further agree that IRCTC, New Delhi shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms and conditions of the said EOI/agreement and to forbear or enforce and of the terms and conditions relating to the said EOI/agreement and we shall not be relieved from our liability.

Any claim, which the Bank has against the Cargo Agent shall be subject and subordinate to the prior payment and in full satisfaction of all the obligations towards IRCTC under said EOI/agreement the bank will not exercise any legal right or remedy of any kind in respect of any payment against the Cargo Agent so long as the obligations of the bank under this guarantee remains owing and outstanding.

This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by the IRCTC.

The guarantee will not be discharged due to the change in the constitution of the Bank or the agreement.

We, \_\_\_\_\_Bank name & address \_\_\_\_\_ undertake not to revoke this guarantee during its currency except with the previous consent of the IRCTC in writing.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs. 50, 00,000/- (Rupees Fifty lakhs Only) and this guarantee is valid upto \_\_\_\_date\_\_\_\_ and we shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee in lodged on us with in twelve (12) months from the date of this guarantee expiry i.e. on or before \_\_\_\_\_ irrespective of whether or not the original guarantee is returned to us.

The confirmation of this bank guarantee is available with our controlling office. The beneficiary in his own interest should obtain such confirmation from the controlling office by enclosing copy of this BG at the following address:

----Authorised Signatory & Bank Details----

Place:

Date:



**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>