

Open Tender for Selection of Technical Service Provider for end-to-end services for providing Payment Aggregator / Payment Gateway and associated services including hosting, upkeep, develop, operate, maintain & upgrade for IRCTC Payment Gateway solution (iPay) for a period of 5+2 years



Indian Railway Catering and Tourism Corporation Ltd.

Open Tender for Selection of Technical Service Provider for end-to-end services for providing Payment Aggregator / Payment Gateway and associated services including hosting, upkeep, develop, operate, maintain & upgrade for IRCTC Payment Gateway solution (iPay) for a period of 5 + 2 years.

1. Open Tender through online mode is invited for the end-to-end services as elaborated in this document.
2. The complete tender document can be viewed and downloaded only from the website (www.tenderwizard.in/IRCTC) till last date and time of Submission of tender. The offer should be submitted through e-tendering mode only on www.tenderwizard.in/IRCTC containing one e-bid viz. Financial Bid till last date and time of Submission of tender.
3. Complete tender papers, duly accompanied with details of EMD and documents mentioned in this tender document (if any) duly signed shall be received online as per date and time mentioned below. Tender shall be opened online through E-Tendering system. If the bidder does not submit the EMD amount as specified in the Tender Document, the bid shall not be considered.

S.No	Particulars	Details
1	Tender Number	e-Open/IRCTC/IPAY/2025
2	Description/Item	Open Tender for Selection of Technical Service Provider for end-to-end services for providing Payment Aggregator / Payment Gateway and associated services including hosting, upkeep, develop, operate, maintain & upgrade for IRCTC Payment Gateway solution (iPay) for a period of 5 + 2 years.
3	Type of Tender	Open Tender on QCBS basis.
4	Earnest Money Deposit (EMD)	Rs.20 Lakhs only
5	Pre-Bid Query Submission Last date	Latest by 1700 Hrs on 17.09.2025 on email deepakjain@irctc.co.in
6	Online Pre-Bid Query Meeting Date	18.09.2025 at 1200 Hrs. The Link for Online pre-bid meeting will be published on www.irctc.com under active tenders.

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7	Last Date and Time for Submission of Bid	Latest by 30.09.2025 before 15:00 Hrs.
8	Date and Time for Opening of Bid	On 30.09.2025 at 15:30 Hrs.
9	Address for correspondence	2 nd Floor, Tower-D, World Trade Centre, Nauroji Nagar, New Delhi-110029
10	Website for tender submission	www.tenderwizard.in/IRCTC
11	Bid Validity	180 days for the date of opening of bid

4. This Notice Inviting E-Tender is also available at CPPP & www.irctc.com.
5. Corrigendum/Addendum to this Tender, if any, will be published on websites www.irctc.com, www.tenderwizard.in/IRCTC only, Newspaper/press advertisement shall not be issued for the same.
6. For any difficulty in downloading & submission of tender document at website www.tenderwizard.in/IRCTC, please contact tenderwizard.in or IRCTC at deepakjain@irctc.co.in, helpdesk at no. 080-45811365; 080-45982100 or cell no. Mohit - +919560095958/ Omprakash - +91- 8800107755
7. IRCTC reserves the right to reject any or all the tenders at any stage without assigning any reason thereof.
8. Wherever in this document, “IRCTC” or IRCTC Payments Limited” are mentioned related to scope of work it should be taken interchangeably.

IRCTC

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Preamble

The Technical Service Provider (TSP) is to provide payment aggregator services in India and abroad to enable payments through all payment instruments in the market, integration with acquiring banks, payment providers and various merchants and networks. The payment and refund should be supported by intelligent notifications and the customer should be able to pay securely through minimum possible friction and clicks.

The refund experience is to be made a differentiator with ability for near real time initiation. The system should be designed with a security first approach with AI based risk scoring for threat and intelligence to make it more secure. The selected technical service provider should be able to provide services in such quality that it will complement and boost the Brand image of IRCTC Payments Limited as a secure and trusted Government organization which is tech driven to provide best in class innovative payment solutions.

The TSP will constantly improve payment success rate and ensure visibility of payment status, refund status etc. in a detailed way to customer/merchants and IRCTC Payments Ltd. This will enhance the customer experience and enable IRCTC Payments Ltd to proactively monitor and take focussed analysis of failures to take corrective and preventive action as part of constant improvement.

IRCTC Payments Ltd. will on-board predominantly Government merchants and therefore has to be competitive in the payment ecosystem which is dominated by innovation powered start-ups. The Technical Service Provider has to partner to develop IRCTC Payments Ltd as an unparalleled Payment Aggregator/ Fintech service provider and evolve as tech driven innovative solution provider and stay ahead of the curve in an evolving and dynamic fintech ecosystem.

The Technical Service Provider shall provide the innovative and secure solution and incorporate the advancements in technology and process in the market to make the system secure, convenient and configurable as per business needs and market demand. The business requirements and technological capabilities will be evolving throughout the partnership period and the Technical Service Provider should update the technology and architecture solution to meet the customer expectations, regulatory requirements and business strategies of IRCTC Payments Limited.

The Scope of Work given in the document is indicative and has to evolve according to the above principles. IRCTC Payments Ltd propose to enter the outside ecosystem of IRCTC and therefore the tech and operational processes are to be agile to compete with the established Payment Solution Providers and to provide best in class solutions to customers and merchants.

IRCTC Payments Limited needs to catch up with the fast and dynamic payment ecosystem of the country and need to complement the efforts of the Government to bridge the Digital Divide through innovative, user-friendly and secure solution for within India and cross border services.

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Disclaimer

The information contained in this Tender document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of IRCTC, is provided to the bidder(s) on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

This Tender document is not an agreement and is not an offer or invitation by IRCTC to any parties other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this tender is to provide the bidder(s) with information to assist the formulation of their proposals. This tender does not claim to contain all the information each bidder may require.

Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and where necessary obtain independent advice. IRCTC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. IRCTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.

IRCTC

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Section-I: Notice Inviting Tender

Sub: Notice Inviting Tender (NIT) for Open E-Tender for Selection of Technical Service Provider for end-to-end services for providing Payment Aggregator / Payment Gateway and associated services including hosting, upkeep, develop, operate, maintain & upgrade for IRCTC Payment Gateway solution (iPay) for a period of 5+2 years.

Indian Railway Catering and Tourism Corporation Limited (referred as 'IRCTC') invites Open E-tender for **Selection of Technical Service Provider for end-to-end services for providing Payment Aggregator / Payment Gateway and associated services including hosting, upkeep, develop, operate, maintain & upgrade for IRCTC Payment Gateway solution (iPay) for a period of 5+2 years** on the terms & conditions prescribed in the tender document.

1. Bidders are required to deposit EMD of Rs.20,00,000/- (Rupees Twenty Lakhs Only) as mentioned in the tender document. Offers without EMD will be summarily rejected.
2. The bids will consist of two packets system i.e., Technical and Financial Bids. The Technical Bid will consist of Qualification & other conditions as laid down in the Bid document. Financial bid shall consist of the financial aspects as per conditions laid down in the Bid document.
3. The bid shall remain open for acceptance for **180 days** from the date of opening of tender, or as extended by the bidder on request of IRCTC.
4. IRCTC reserves the right to reject any/all E-tenders without assigning any reason.
5. The Notice Inviting Tender (NIT), Instructions to Bidders, Special Conditions of Contract (SCC), E-Tender Schedule, General Conditions of Contract (GCC) shall form part of the Tender Documents.

For Indian Railway Catering and Tourism Corporation Limited

(_____)
GGM/IT-1

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Section – II: Instructions to Bidders

Indian Railway Catering and Tourism Corporation Limited (referred as ‘IRCTC’) propose to obtain E-Tender for **Selection of Technical Service Provider for end-to-end services for providing Payment Aggregator / Payment Gateway and associated services including hosting, upkeep, develop, operate, maintain & upgrade for IRCTC Payment Gateway solution (iPay) for a period of 5+2 years** on the terms & conditions prescribed in the tender document.

1. General

- i. This E-Tender Document can only be viewed at <http://www.irctc.com> and <https://www.tenderwizard.in/IRCTC> and will be submitted/received online at <https://www.tenderwizard.in/IRCTC> only. No Physical offer will be received.
- ii. To participate in the E-Tender, it is mandatory for the bidders to register themselves with Tender Wizard without any payment on the website <https://www.tenderwizard.in/IRCTC>. It may be noted that Class-III Digital Signature is required for submission of the bid. A detailed procedure for bidding is placed at <https://www.tenderwizard.in/IRCTC>.
- iii. Corrigendum/Addendum to this tender, if any, shall be published on website www.irctc.com and www.tenderwizard.in/IRCTC. No Newspaper/press advertisements shall be issued for the same.
- iv. The bidder should upload complete set of all required documents as mentioned in this tender document.
- v. For any difficulty in downloading & submission of tender document at website www.tenderwizard.in/IRCTC, please contact tenderwizard.in, or IRCTC at deepakjain@irctc.co.in, helpdesk at no. 080-45811365; 080-45982100 or cell no. Mohit - +919560095958/ Omprakash+91- 8800107755.
- vi. The digital signature of the bidder on the E- tender form shall be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. If any clarification is required by the bidder, the same should be obtained at the time of Pre-bid meeting. Class-III Digital Signatures must be in the name of the bidding company or an individual authorized by the Company, to ensure authenticity and compliance with e-tendering requirements.

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- vii. The intending bidders are advised to study e-tender conditions of the tender and make themselves conversant with their contents as these govern this agreement and shall form integral party thereof.
- viii. Bidder should take the overall project into consideration while preparing their offers against this Tender.
- ix. Validity of Bid: 180 days from last date of opening of bids.
- x. This tender is a “No Deviation Bid”
- xi. Bids received from a consortium of bidders is allowed for this tender.

2. Earnest Money

- i. Bidders are required to deposit of Rs.20,00,000/- (Rupees Twenty Lakhs Only) through Tender Wizard. In case of non-submission of the said EMD, the bid will be summarily rejected. It may also be noted that EMD deposited in any other account of IRCTC by any other process shall not be adjusted and such offers shall be summarily rejected.
- ii. The Earnest Money shall remain deposited with IRCTC for a period of 90 days from the date of opening of the Tender, or as extended further by bidder on request of IRCTC, from the date of opening of Tender.
- iii. The Earnest Money of the Successful bidder will be returned after remittance/deposit of the Security Deposit is furnished. EMD of the unsuccessful bidder will be returned within 30 days on finalization of the tender/award of contract.
- iv. In case, an invalid or unworkable or unrealistic offer is submitted by any firm allegedly by mistake & its subsequent withdrawal, it may please be noted that in such an eventuality their EMD will be forfeited.
- v. No interest shall be payable by the Purchaser/IRCTC on the EMD.
- vi. The Earnest Money deposited is liable to be forfeited if the tenderer/bidding entity withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of his offer.

3. Bid rejection criteria

Besides other conditions and terms highlighted in the document, bid may also be rejected under following circumstances

- i. Bids received by IRCTC after the last date & time for receipt of bids prescribed by IRCTC in the tender documents.
- ii. Revelation of prices by the bidder in any form or by any reason, for example by indicating in Technical Bid packet, before opening the Financial Bid.
- iii. Non-submission of duly filled-in signed and stamped Integrity Pact.**
- iv. Bid received is incomplete. Bid is not accompanied by all requisite documents.
- v. Failure of the bidder to respond to the clarification sought by IRCTC or attending the Technical Presentation, if called by IRCTC, within stipulated time period during the bid evaluation process.
- vi. Financial bids that do not conform to the bid Schedule.
- vii. Information submitted in the bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the

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contract (no matter at what stage) or during the tenure of the contract, including the extension period, if any.

4. Clarification

- i. Whenever deemed necessary during any stage of the tender evaluation process, IRCTC reserves the right to seek clarifications/documents from the bidders in writing giving 07 working days for submission of the clarifications/documents. In case clarifications/documents are not submitted by the bidder within this stipulated period, IRCTC reserves the right to take a decision on the technical suitability of the bid offer on the basis of available documents. While considering the bid rejection criteria with regard to completeness of bids, except where it is explicitly mentioned about bids to be summarily rejected, IRCTC will also consider the present clause No. 4 regarding clarification which will be read in conjunction with Clause No. 5 regarding **Rates**. While submitting clarification or substantiating documents, credence shall only be given to Historical facts and data as they pre-existed before submission of the bids. The Bidders should provide clarification only to the specific queries raised
- ii. However, this shall not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted.

5. Rates

- i. Bidders are required to quote the bid as per format/criteria given in the financial bid. Quoted price shall remain firm for the validity of offer. Price quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever.
- ii. IRCTC may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- iii. IRCTC reserve the right to place order for a part item/combination of the quantity offered. The unit rate offered by the bidder shall be valid for any part order.
- iv. Prior to the detailed evaluation, IRCTC will determine whether each bid is complete, and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications, both technical and functional, of the Tender documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is:
 - One that limits in any substantial way the scope, quality, specifications, or performance of the products/material/stores/services.
 - One that limits in any substantial way that is inconsistent in the Tender documents, the Purchaser (IRCTC) rights, or the bidder's obligations under the contract.; and
 - One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.

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

6. Complete Bid

The bidders must ensure that the conditions laid down for the submission of the offers detailed in the preceding paras are complete and correctly fulfilled.

7. Language of proposals

The proposal and all correspondence and documents shall be in English.

8. Non-Transferable

E-tenders are not transferable. IRCTC reserve the right to reject any or all of the E-tenders in part or full at its sole discretion without assigning any reasons.

9. Discrepancies

Should there be any difference or discrepancy in the description of item appearing at more than once, the following order of preference shall be observed:

- i. Notice inviting E-Tender
- ii. Instructions to the Bidders
- iii. Financial bid
- iv. Technical bid
- v. Special Conditions of Contract (SCC)
- vi. General Conditions of Contract (GCC)

10. Award and acceptance of purchase order/LOA

- i. After selection of the successful bidder and after obtaining internal approvals, IRCTC shall award the Purchase Order/LOA/ Contract to the successful bidder.
- ii. Within 5 days of the award of the Purchase Order/LOA, the successful bidder shall send its acceptance of the purchase order (PO)/Letter of Acceptance (LOA).
- iii. The successful bidder shall be required to submit duly signed and stamped copy of complete tender document and corrigendum(s)/ addendum(s) and bid documents along with the letter of acceptance of award of contract.

11. Contents of the bid

This Bid is based on Two bid system i.e. Technical bid and Financial bid.

- i. **Technical bid**

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The Technical Bid shall form the basis of ascertaining the technical and financial credential of the bidder. Following documents are to be scanned and uploaded in the Technical bid packet –

Document Checklist – Qualifying criteria & Technical Qualification criteria (QCBS) duly filled in as per format prescribed in **Annexure-III** Document Checklist under Part-II of this tender, along with supporting documents towards bidder's credential.

ii. Financial bid

The Financial Bid shall consist of the following documents duly filled-in as per the instructions and other relevant provisions mentioned in the tender document.

Schedule of Rate/Financial Bid - **under Part –II, Annexure I** of this tender – The E-tender financial bid is to be filled-in electronically in accordance with the instructions and terms given in this tender document.

12. Pre-bid meeting

- i. Online Pre-bid meeting with prospective bidders shall be conducted as per schedule mentioned at page-1.
- ii. All pre-bid queries must be sent to the e-mail id: deepakjain@irctc.co.in **before 1700 Hrs on 17.09.2025** in Excel sheet (.xls or .xlsx) as per format given below.

Company Name:		M/s				
S. No.	Name and number of section /annexure / Page No. of tender	Name and number of sub category / table, if any	Item no., if any	Item description	Query	Description of requested change/ clarification

Note: IRCTC reserves the rights to not consider any query received after schedule date and time.

- iii. All clarifications/questions must reference the appropriate Tender page and section number. Bidders must inquire in writing with respect to any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in this Tender prior to submitting the proposal. If a bidder fails to notify IRCTC of any error, ambiguity, conflict, discrepancy, exclusionary specification or omission, the bidder shall submit the proposal at its own risk and, if awarded the contract, shall have waived any claim that the tender and contract were ambiguous and shall not contest IRCTC' interpretation. If no error or ambiguity is reported

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- by the deadline for submitting written questions, the bidder shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.
- iv. Response to pre-bid queries shall be posted on tender Portal and www.irctc.com/activetenders. IRCTC reserves the right to amend answers prior to the proposal submission deadline. Corrigendum or addendum regarding this Tender, if any, will be published on the www.tenderwizard.in/IRCTC, portal and www.irctc.com/activetenders.
 - v. The bidders are to go through the corrigendum/addendum issued and all the responses to the pre-bid queries which elaborate and clarify the RFP and requirements, before submitting the bid.

13. Restrictions under rule 144 (xi) of the General financial rules (GFRs), 2017.

- i. Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the **Competent Authority, specified in Annexure IX**.
- ii. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'Service provider in certain contexts) means any person or firm or company, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or

iv. "Beneficial owner" as per clause 13(iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- v. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- vi. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- vii. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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- viii. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Bidder must submit a certificate (Declaration as under in the company letter head as **per Annexure-VIII**) in this regard along with bid for compliance of OM of MoE dated 23.07.2020, as amended time to time. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. **Non-submission of Certificate may lead to summarily rejection of offer.**

Validity of registration by Competent Authority: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

Notwithstanding above, the terms & conditions mentioned above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

14. Competent Authority and procedure for registration refer Annexure-IX.

15. Bid Validity:

- i. The submission of any offer and documents shall constitute an undertaking that the bidder shall have no cause for and claim, against IRCTC for rejection of the offer. The Authority 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 bidder shall have no claim in that regard against the IRCTC.
- ii. Offer shall be kept valid for acceptance for a period of minimum 180 days (One Hundred and Eighty days) from the date of opening of this e-tender.
- iii. The offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of Award of Contract is made by IRCTC to the bidder. While the offers are under such consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting IRCTC by any means. If necessary.

16. Performance Security Deposit

- i. The successful bidder in the first year shall deposit 5% of the annual contract amount, considering Rs.26 Cr. as first year revenue (including taxes after deduction of PMC and Acquiring Charges) as security deposit. 50% of the security deposit will be deposited in the form of Demand Draft/NEFT/RTGS and remaining 50% to be deposited in the form of unconditional and irrevocable performance bank guarantee (PBG). Initial PBG shall be valid for total contract period of 66 months (initial contract period 5 years, plus 6 months after expiry of contract period).
- ii. There will be an upward revision in the security deposit, if the revenue of iPay is more than Rs.26 Cr during the first year, after the service are made live. For e.g. If the revenue of iPay in the first year is 30 Cr., then the security deposit as per the revenue generated will be 1.50 Cr. (5% of 30 Cr). Since, the bidder has already submitted an initial advance security deposit of 1.30 Cr. (5% of 26 Cr.) therefore, the additional security deposit of 20 lacs (1.50 Cr-1.30 Cr) will be paid by the bidder within 15 days of intimation by IRCTC. This additional deposit will be made in two equal parts: 50% in the form of a Demand Draft/NEFT/RTGS and the remaining 50% in the form of an unconditional and irrevocable Performance Bank Guarantee (PBG). The validity of the new PBG for subsequent years will be calculated based on the remaining contract duration, plus an additional 6 months.
- iii. In case of less revenue generated during any year as compared to the last year there will not be any downward revision of the security deposit.
- iv. The Security Deposit to be deposited in the form of Demand Draft/NEFT/RTGS from any Nationalized Bank/ Scheduled Commercial Bank in favour of “IRCTC Ltd.”, Payable at Delhi within a period of 15 days from the date of issue of “Letter of Award” along with acceptance letter. The Performance Bank Guarantee shall be denominated in Indian Rupees (INR) and obtained from any Nationalized Bank/ Scheduled Commercial Bank acceptable to IRCTC.
- v. Security deposit shall be refunded at the end of contract, provided the bidder has satisfactorily provided all the services in accordance with the conditions of contract or after deducting the service level penalties by IRCTC, if any. No Interest shall be paid on the Security Deposit.
- vi. IRCTC reserves the right to forfeit the Security Deposit/Bank Guarantee amount, completely, partially or to an extent as decided by IRCTC in the event of failure to execute the work within reasonable time period, or timely payments due to IRCTC and may debar the bidder for period of three years depending on the extent of failure. Failure to support migration and KT for smooth transition after the end of the contract will be a reason for forfeiture.
- vii. This PBG shall be in the name of Indian Railway Catering & Tourism Corporation Ltd. The Performance Bank guarantee shall be submitted as per the format provided in **Annexure-VI**

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17. Consortium Approach

- a) Considering the wide variety of skills and resources needed for the project, Companies or organizations or firms can form a Consortium and bid for this tender.
- b) The number of consortium members cannot exceed two, including the Prime Bidder.
- c) Prime/Lead Member must have a minimum of 51% stake in the contract. Prime bidder will provide an undertaking along with Consortium agreement given in **Annexure XI** highlighting the stake of consortium member in the project. The Lead member should throughout the Contract Period, hold equity share capital not less than 51% (Fifty-one percent).
- d) All the clauses given in the consortium agreement will be complied with in letter and spirit by the consortium members.
- e) The Consortium shall necessarily satisfy the Pre-Qualification criteria, as listed in the applicability column/section.
- f) The Lead Member shall be the prime point of contact for IRCTC and shall be primarily responsible for the discharge and administration of all the obligations for this project. The consortium members will individually as well as jointly be responsible for successful execution of contract.
- g) Consortium member should furnish a Power of Attorney in favour of the Prime Bidder, authorizing to submit and sign the RFP response.
- h) The Prime Bidder shall be required to submit a joint bidding agreement between the consortium members for the contract. The Prime Bidder participating with consortium approach shall define the role of each consortium member in the tender response clearly indicating their scope of work or responsibilities and relationship.
- i) If any change is to be made in the composition of the consortium, it should be brought to the notice of IRCTC in time.
- j) Any company or organization cannot be a member of any other consortium for this tender. Participation by any company in more than one consortium will be considered a disqualification for all concerned consortium applying to this bid.

18. Evaluation of Bids

IRCTC will examine all the bids to determine whether these are complete in all respect, whether required information/documents have been provided as underlined in the Bid document, whether all the required documents submitted properly, and whether bids are generally in order. However, wherever deemed necessary, IRCTC will obtain clarifications on the offers by requesting for such information from any or all the bidders, in writing, as may be considered necessary. Bidder will not be permitted to change the substance of their offers after the offers have been opened.

IRCTC reserves the right to engage reputed expert third-party consultant agency to support the technical evaluation of bids, including the assessment under QCBS methodology and at the presentation stage.

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The bid evaluation shall be a Two-step process. Bids that fail to clear a step shall not be evaluated further.

i. Stage-I: Technical evaluation (QCBS)

- a. The Technical bids of all the offers that are received within date and time mentioned in this tender document shall be opened on due date and time.
- b. The technical suitability of the bidders shall be evaluated on the basis of “**Qualification Criteria**” for the bidder and “**Technical Requirements (QCBS)**” as specified in Clause 13 (A), Clause 13 (B) and Clause 13 (C) of Bid Document Part-I: SCC of this tender.
- c. This shall involve a detailed technical evaluation to determine the bids that are technically substantial responsive after inspection of the documents submitted as per the checklist and formats as mentioned in **Annexure-III**.
- d. As part of technical evaluation, wherever deemed necessary during any stage of the tender evaluation process and IRCTC desired for presentation on the project, bidders shall provide presentation to IRCTC on the offered technical solution which shall inter-alia include technical solutions/products offered, skill-sets, support services, tie-up with OEMs, project implementation plan etc. For Technical Evaluation, bidders may be required to ensure the availability of appropriate specialist, along with every type of documentation required, for interaction with Technical Examination Committee (TEC)/Tender Committee.
- e. All products/services offered by the bidder shall be required to meet the technical specifications as laid down for each product/service under this tender, in case of failure of which, the bid shall be considered as technically un-qualified.
- f. IRCTC reserve the right to seek fresh set of documents or seek clarification on the already submitted documents from the bidder. In such case, bidder shall submit the required clarification/s document(s) to IRCTC within stipulated time, failure of which may lead to disqualification of technical bid.
- g. Bids that do not comply with the “**Qualification Criteria for the Bidder**” and “**Technical Requirements**” shall be technically dis-qualified.
- h. Only those bids which are declared to be technically qualified shall be commercially evaluated.

ii. Stage-II: Financial evaluation

The Financial bid of the bidders who qualify in Technical Evaluation shall be opened at this stage.

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- a. For the purpose of relative ranking of offers, H1 bidder and ranking of other bidders shall be decided as defined in **Clause-14 (b) Financial score calculation (F Score)** under Bid Document Part-I; SCC shall be considered.
- b. Additional features / enhancements offered by the bidder, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids.
- c. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder. However, the Committee/its authorized representative and office of IRCTC can make any enquiry/seek clarification from the bidders which the bidders must furnish within the stipulated time else bid of such defaulting bidders may be disqualified.



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Bid Document Part –I (SCC)

Special Conditions of Contract (SCC)

The Special Conditions of Contract (SCC) as laid down in Bid Document Part-I override the terms laid down in the GCC (Bid Document Part-III). All terms and conditions not specifically mentioned in the SCC shall be as laid down in the GCC.

Scope of Work, Instruction to bidder and Special Conditions of Contract (SCC)

1. About IRCTC

Indian Railway Catering & Tourism Corporation Limited (IRCTC) is a Navratna PSU under the Ministry of Railways founded in 1999 with beliefs to improve and professionalise customer service verticals such as Catering, Ticketing and Tourism. IRCTC aims at to be a technology driven customer-oriented company through constant innovation and human resource development. When IRCTC unveiled its online portal in 2002 www.irctc.co.in, few could have foreseen the ground-breaking impact of this invention on the common man of India.

IRCTC leads the category of travel e-commerce with the largest transaction share and amount share. It has achieved a tremendous growth in e-ticketing since inception with an increase from 27 tickets to approx. 13 lakhs tickets per day.

IRCTC's registered user base is over 90 million. IRCTC tourism portal www.irctctourism.com provides a range of travel & tourism services to customers including all Inclusive Rail Tour Packages, Tourist Trains, Holiday packages, Hotels & Cab rentals. IRCTC also sells air ticket through its website www.air.irctc.co.in.

IRCTC envisages to being one of the leading technologies driven company. Our rapid growth www.irctc.co.in in E-tickets is the result of our commitment of serving our customers, known as unmatched support, and our exclusive focus on online train ticketing.

IRCTC would like to provide best value deal and high level of service to its customers with the objective of expanding its customer base. IRCTC wants to venture into the dynamic fintech sector providing customized solutions for passengers for online payments and bridge the digital divide considering its pioneering role in the payment space.

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1.1. IRCTC Payments Limited

IRCTC has established a new subsidiary to streamline and professionalize its payment vertical. The subsidiary aims to evolve into an innovative, technology-driven fintech company, delivering Payment Aggregator (PA) solutions beyond IRCTC, on receiving PA approval from the RBI, the payment business of iPay may be transferred to IRCTC Payments Ltd, enabling the provision of payment aggregation services to both government and non-government agencies outside the IRCTC ecosystem. However, IRCTC does not guarantee any expansion beyond its own domain in payment aggregation services.

1.2. Project Background

Earlier, IRCTC has launched its own payment gateway i.e. **“iPay” which is presently serving IRCTC’s own customer base.** IRCTC iPay offers various payment modes to user such as Auth & Capture /One-time Mandate, Credit Card, Debit Card, UPI, Net Banking and Wallet. One of the unique features IRCTC has introduced is **“Auth & Capture /One-time Mandate”** for IRCTC Website/Mobile App users. In this feature, a user has to allow for debit to his UPI bank account / other payment instrument through a mandate facility which creates a lien on his payment instrument, in situations where payment deducted but ticket not booked, the blocked amount will be released within 30 minutes of the transaction so that user can retry the booking, and **UPI 123, wherein the payment can be completed on voice channel with minimal inputs. This payment can be completed using normal feature phones also.**

iPay therefore strives to constantly innovate in the payment ecosystem to ensure ease of payment for passengers and extend the benefit of online payments to the common citizen of India.

Presently, IRCTC iPay has been made live in various business verticals of IRCTC i.e. Air Ticketing, Tourism, and e-Ticketing Website and Mobile App. Customer first innovation will be constantly improved upon and spread to other customers/merchants with the new subsidiary, IRCTC Payments Ltd. The new subsidiary is in the process of obtaining PA authorization from RBI.

a) Present Technology Used in iPay

The existing iPay Application is built on below mentioned technology.

- i. Frontend: Java
- ii. Backend: MongoDB
- iii. Application Server: Tomcat

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b) Hosting / Deployment of iPay

The existing IRCTC iPay application is currently hosted on GCP (Google Cloud Platform)

#	Technology Type	Technology Type	Version
1	Platform	JDK	1.8
2	Programming language	Java	
3	Application framework	Spring Boot	2.7.5. Release
		Struts 2	2.5.30
4	Data Persistence	Hibernate	5.6.8. Final
		Hibernate-Ehcache	5.3.6. Final
		Mongo DB	4.0
5	Build tool	Gradle	7.4.2

c) Services used on cloud. GCP (Google Cloud Platform)

#	Services used on cloud
1	My SQL
2	Baracudda (Firewall)
3	Load balancer
4	Logs
5	Storage – Cloud
6	VM

d) Servers used

List of Servers	No. of Servers
User Interface (PGUI)	11
Web Services (PGWS)	6

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Mongo DB	3
Mysql	1
Bindb	2
CRM	2
Open VPN	1
LDAP	2
Jump	1
NPA (Timezone)	1
SFTP	1
SYS log server	1
Total	32

e) Last three-year successful Payment transactions stats

The details of transactions that have happened over the last three years are shown in the table below.

##	Descriptions	2022-23	2023-24	2024-25(Till Feb-25)
1	Number of Successful Payment transactions	4.72 Cr	7.13 Cr.	8.0 Cr.

During F.Y. 2024-25 upto Feb, **8.0 Cr.** booking transactions & **2.12 Cr.** cancellation transactions (Approx) were handled by iPay. Also, iPay is able to deal with the sudden spurt in transactions during the first 10 min of Tatkal going beyond 300 transactions per second. This will increase further as IRCTC Payments Ltd ventures outside to provide Payment Aggregator services after receiving RBI authorization.

2. Objective

IRCTC wishes to select a Technical Service Provider, who has got tech and operational competency in the Fintech landscape, for end-to-end services for providing PA, PG and associated services including hosting, upkeep, develop, operate, maintain & upgrade for IRCTC/ IRCTC Payments Limited, as per the scope of work described in this Tender. The

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Technical Service Provider shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost to IRCTC/IRCTC Payments Ltd.

Technical Service Provider will use its proprietary technology, domain consulting, manpower, financial resources to provide PGA platform services to IRCTC

The proposed PGA platform services targeted to be used across IRCTC (including NGET E-Ticketing, Maharaja Express, online Air ticketing, Tourism, E-catering and other revenue channels) and also outside IRCTC predominantly government sector and also private sector. **(Subject to Payment Aggregator Authorization form RBI).**

3. Scope of Work (SoW)

IRCTC requires a technical service partner with proven competence in providing online payment aggregator services for end-to-end services for providing PA, PG and associated services including hosting, upkeep, develop, operate, maintain & upgrade for IRCTC Payments Limited, this payment solution must encompass all existing functionalities of current iPay system. The technical partner should be able to work on future changes in the existing functionalities and addition of new functionalities as per dynamic market requirements as and when required by IRCTC/IRCTC Payments Limited. The technical partner will be required to integrate/implement any new functionality to fulfil all the existing & upcoming statutory and regulatory requirements as per the deadline given by regulatory authority (whichever occurred earlier) at no additional cost. In the dynamic technological and market scenarios which are dynamically evolving the scope of work will be an evolving one and the bidder should be ready to perform as per the evolving landscape in the spirit of agile development and progressive elaboration of plans.

Bidder must have implemented its own tech stack and modules of the payments solution which can be evaluated for robustness and other parameters. The Selected vendor can also, if required, reuse the solution and building blocks of the present iPay architecture solution and source code to reduce the GTM and lessen errors. The bidder must comply with IRCTC Payments Limited “Information Security” and Data Protection Policy on an ongoing basis.

Pursuant to above, here IRCTC objective is to invite open tender for the Selection of technical Service Provider for hosting, upkeep, develop, maintain & upgrade of existing IRCTC payment gateway solution (iPay) including IT Infrastructure- iPay and its operations along with data or any other migration activities, if required. The full stack solution including Data, Application and Tech Architecture in alignment with the evolving business strategy will be made by the vendor. The solution should be configurable for future dynamic changes as per market demand and evolving business strategy.

The solution should facilitate payments through all payment modes like Debit Card, Credit Card, UPI, Auth & Capture / One Time Mandate and Net Banking. It will be integrated with IRCTC’s own business verticals like e-ticketing, Air-Ticketing, Tourism, NRM (National Rail Museum)

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and Retiring Room. After getting the RBI approval, iPay will diversify outside the IRCTC system and provide business to outside government and non- government merchants.

Presently 2.4 lacs (approx) successful sale transactions are happening on daily basis through iPay,

The mode wise payment transaction percentage share and gross revenue share percentage is mentioned in the table below:

Payment Mode	Percentage TXN Share	Gross Revenue Share percentage
Credit Card	8.71	21.45
Rupay Debit	5.67	0.00
Visa/Master Debit Card <=2000	1.60	0.35
Visa/Master Debit Card > 2000	0.48	1.25
Auth and Capture/OTM	36.32	70.56
Net Banking	9.34	6.38
UPI	37.89	0.00

Average Monthly Sale Transactions Breakup for FY 2024-25 (for better understanding of the revenue share allocation)

Payment Mode	Transaction Count	% Transaction Share
Credit Card	608974	8.32%
Debit Cards (Other Than Rupay)	140645	1.92%
Rupay Debit Cards	357132	4.88%
Auth & Capture / OTM	2620157	35.82%
UPI	2982170	40.77%
Netbanking	604633	8.26%
Total	7313711	100%

Breakup of Transaction Charges levied from User and PMC shared to IRCTC

Payment Mode	Per Transaction Charges	PMC Rate Per Transaction
Credit Card	1.8%	30% of Transaction Charges
Non Rupay Debit Card (<= 2000)	0.4%	Rs. 2.25
Non Rupay Debit Card (> 2000)	0.9%	Rs. 2.25
Rupay Debit Card	Nil	Nil
Auth & Capture / OTM	1.8%	30% of Transaction Charges
Netbanking	Rs. 10	Rs. 5
UPI	Nil	Nil

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Average Monthly Consolidated Statistics (All Payment Modes)		
1	Average Monthly Sale Transaction Count	73.13 lakhs
2	Average Monthly Revenue	10.49 Cr.
3	Average Monthly PMC Amount for IRCTC	3.19 Cr.
4	Average Monthly Acquiring Fee	5.51 Cr.
5	Net Monthly Revenue after deducting (PMC & Acquiring Fee) This amount is sharable between IRCTC & Technical Service Provider in defined proportion as per financial bid	1.80 Cr.

***Note.** The transaction details and charges are given for full understanding of the existing revenue model. IRCTC is entitled to make changes in the per transaction charges and PMC of different payment instruments as per internal policies. The proportion of different payment instruments is as per choice made by the customer and IRCTC does not have control over it.*

Integrating artificial intelligence. With AI and machine learning technologies becoming prevalent, the technical service provider shall be capable of delivering personalized experiences, engage in predictive analytics, conduct risk assessment, and even automate compliances and decision-making procedures in a progressive way.

Sustainability matters. The Technical Service Provider shall aim to create sustainable fintech solutions means developing systems that promote economic equilibrium and inclusivity. The Technical Service Provider shall aim in fostering fair access to financial services and supporting green technology initiatives, which ultimately contribute to a sustainable financial ecosystem.

Gear up for regulatory changes. The regulations in the digital payment sector keep evolving. The Technical Service Provider Payment gateway must maintain the flexibility to uphold new laws and compliance requirements, whether they encompass data privacy, consumer protection, technology and information security or novel financial instruments

The Vendor shall implement and maintain a Business Continuity Plan (BCP) for the continuation of Services for a period of 180 days from the date of termination this includes complete support on migration of services and Knowledge transfer to selected service provider in a time bound manner as prescribed by IRCTC. The purpose is to ensure smooth transition without any impact on the customers for services rendered and for IRCTC to build on the product evolved over a period of time to continuously improve its application.

Following are the broad activities for which technical service provider / bidder is required –

1. Infrastructure/ Cloud Provisioning for hosting and monitoring Payment Gateway Solution MeitY empanelled hyperscaler CSPs (hosted in 2 different geographical regions in India for DR solutions). The cost of cloud infrastructure and related services will be borne by the bidder.
2. Migration of existing Data and supporting applications.

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3. Software Maintenance/Application Support/ Management/System Monitoring and new development.
4. Development of a user-friendly Portal with evolving features that can be configured for providing multiple services/information for customers as and when required.
5. The service provider shall deliver a comprehensive technology stack for online payment solution and is expected to be capable of providing value –added services like advanced Orchestration services at par with the industry leaders in the specialised orchestrator ecosystem as per the evolving requirements (Orchestration feature must include APIs for instant refund initiation, Transactions can be traceable end-to-end through unified dashboard across multiple PAs/PGs, Webhook implementation, Faster API based integration of multiple PAs, Token requester across major PAs to have unified interface for customers, Provide real-time outage notification and Fraud and Risk Management (FRM) module includes a built-in rule engine that can enforce velocity checks). Such advanced services beyond the core Payment Aggregator functions may be offered to merchants based on their needs and at competitive rates. The pricing for such services will be negotiated separately with the merchants. Revenue sharing with the vendor will be finalized in mutual consultation with IRCTC to remain competitive in the market.
6. PCI DSS Certification Renewal and related compliances.
7. Dashboard Reports (Payout Reports for Merchants & Acquirers, Analytics).
8. Operations Management.
9. Retention of Records /Data Archival.
10. Robust Security/Data Access and Security.
11. Managing Escrow Accounts Operations, preparation of Quarterly Audit Report & Annual Audit Report which need to be certified by CA (IRCTC will be responsible for appointment of CA).
12. Tokenization capability for implementing “Save Card” feature to merchants.
13. Integration of BIN Updation /Validation API’s with various Card Networks if required.
14. Multilingual Payment Page feature and provision for customization of merchant’s payment page as per merchant’s desire by which it looks like their own website.
15. Design & Development of Risk Engine, Risk Management & Monitoring also required tracking IP Address, Device Identification, BIN validations & Velocity check etc. based on these parameters we should flag the transactions for offline analysis purpose by Risk team of Technical Service Provider.
16. System Audits and Reports along with incidents Reporting.
17. Fulfilment of Compliances and Audit observations.
18. Payment Modes and Features.
19. Technical Integration with Merchants and Merchants Management.
20. Refund Module, Processing of refund, building refund APIs, Integration of refund APIs with Merchants.
21. Sale and Refund Transaction Mapping
22. Automated Transaction Reconciliation.
23. Transaction Level Acquirer Reconciliation and Acquirer Accounting Reconciliation.
24. Merchant Reconciliation and Refund Process.

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25. Payout Process to Merchants & Acquirers (Only after receiving the funds of acquirers)
26. Daily Reports
27. Monthly Reports
28. Escrow/Nodal Account Reconciliation and Accounting Ledger System.
29. Dynamic /Smart routing of traffic among acquirers.
30. Technical Integration & On Boarding of Acquirer Banks/ PGS.
31. Chargeback handling Module, Monitoring and Control, Coordination with Acquirers and Merchants.
32. FIU-IND Module & FIU – IND STR Reporting (Suspicious Transaction Reporting).
33. API Integration of Payment Gateway solution i.e. iPay with ERP Module.
34. Additional Support system.
35. Alerts/ Notifications.
36. 24x7 Helpdesk for Technical Support.
37. Customer Grievance & Redressal Module with Dashboard
38. The prospective bidders should have the requisite fin-tech modules and features already tested in market which can be customized and enhanced as per requirement. The bidder can also use the source code of the present iPay for accelerating the solution building.
39. No office space / infrastructure will be provided to the bidder for their operations. IRCTC will only give space to 2 people in its office to facilitate coordination and quicker response. Regular stand ups and coordination with IRCTC team will be done through remote means. The vendor SPOC should be available for any conference, and interactions with and arranged by IRCTC. IRCTC's authorized representatives, auditors etc. are to be given access to the development team, IT systems and records.
40. Technical Service provider should provide dedicated tech. and operational team for IRCTC's Payment services and business vertical.
41. As the work is based on revenue sharing basis with all the costs of development, hosting, operation and maintenance within the scope of work, the selected partner is expected to make necessary improvements as per the market and technology landscape without any additional compensation. Generally, a rolling wave and progressive planning will be done considering the rapid changes in technology and market. However, any substantial changes in scope during the course of the contract, based on IRCTC Payments Ltd requirements and any specified requirements of one or more merchants, renegotiation of rates will be possible on mutual consultation basis as an exception.
42. The successful bidder shall develop the Minimum Viable Product (MVP) for the initial SAR submission to RBI within 60 days from the date of issuance of the Letter of Award (LOA).

3.1 IRCTC is looking for the technical partner for the activities elaborated below:

3.1.1 Infrastructure/ Cloud Provisioning for hosting and monitoring Payment Gateway Solution MeitY empanelled hyperscaler CSPs (hosted in 2 different geographical regions in India for DR solutions)

- i. Setup and deliver high availability infrastructure with redundancy and connectivity for the PA/PG operations.
- ii. Infrastructure/ Cloud Provisioning for hosting & monitoring Payment Gateway solution in MeitY empanelled hyper scale CSPs hosted in 2 different geographical locations more than 100 KM apart for DR purpose with RPO (Recovery Point Objective) of 15 min and RTO (Recovery Time Objective) of 1 hour.

For Near DR purposes, replication should be synchronous in at least two availability zones with no data loss and automatic failover to ensure High Availability. The same CSP should provide the DC, NDR and DR.

- iii. Hosting of iPay Payment Gateway solution in MeitY empanelled hyper scale cloud with advanced features like quick automatic scale up and scale down, provision of managed services, availability of AI/ML services, AI based security and threat intelligence system, provision to provide reserved instances and on demand instances, public listed pricing, online automated performance monitoring system, global presence etc in India region. They should have experience in hosting similar PA services providing satisfactory services.
- iv. The cloud work load of iPay should not be shared with any other services and iPay work load should be hosted in separate VPC. The Root access should be in the control of iPay.
- v. IRCTC will be controlling the root access of the tenant for the cloud service provider and will monitor and retain control through a master contract. The CSP/TSP shall facilitate any audit requirements of the PA business as per regulatory and compliance requirements.

3.1.1.1 The CSP shall support cloud services in all the following Cloud Service Models-

- i. Infrastructure as a Service (IaaS),
- ii. Platform as a Service (PaaS) and
- iii. Software as a Service (SaaS)

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3.1.1.2 Cloud service requirements:

- i. The CSP (Cloud Service Provider) selected for cloud hosting services shall be empanelled under Ministry of Electronics & Information Technologies (MeitY) at the time of submission of bid. The empanelled CSP must have been audited by STQC.
- ii. The Proposed CSP should have its native anti-DDoS service offering protection against L3, L4, and L7 DDoS attacks. The proposed DDoS service shall be usable with CDN service. It should also provide always-on detection and automatic inline mitigations, minimize application downtime and latency.
- iii. The CSP should have its own FIPS 140-2 Level 3 complied HSM service in India that can be provisioned.
- iv. The Technical Service Provider shall ensure that the underlying Cloud Managed Service Provider is adhering to all the terms and conditions specified in the MeitY's CSP Empanelment at all times during the tenure of the IRCTC's project.
- v. The CSP shall be compliant for all the following security standards for its Cloud Services (both DC and DR site)
- vi. The CSP should have hardware redundancy that gives easy access to redundant deployment locations.
- vii. ISO 27001 – Information security management systems requirements (Data Centre and the Cloud Services should be certified for the ISO 27001 standard)
- viii. ISO 20000 - Service Management system requirements (NOC and SOC offered for the Data Centre and the managed services quality should be certified for ISO 20000)
- ix. ISO 27017 - Code of practice for information security controls based on ISO/IEC 27002 for Cloud Services
- x. ISO 27018 - Code of practice for protection of Personally Identifiable Information (PII) in Public Clouds acting as PII processors
- xi. CSP should have ISO 22301 for Business Continuity Management. Having this certification by a CSP demonstrates conformance to rigorous practices to prevent, mitigate, respond to, and recover from disruptive incidents.
- xii. The CSP should have experience of hosting multiple similar PA services.
- xiii. The CSP shall implement IAM protocols to ensure role-based and privilege specific access for cloud applications, with segregation of duties, need to know, least privilege principles and multifactor authentication.
- xiv. CSP shall comply and support IRCTCPL based on IRCTCPL defined essential cloud monitoring criteria.
- xv. CSP shall comply and support IRCTCPL with integration of their events and logs into IRCTCPL's logging and monitoring system.
- xvi. CSP shall ensure continuous and regular updates to IRCTCPL of security events related to upgrades, fixes, patches and service packs.

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- xvii. As a part of exit strategy, CSP shall transfer all transactional, customer, operational and configuration data to IRCTCPL and purge all data at their end and provide sign off to IRCTCPL.
- xviii. CSP should comply and provide necessary support and data to IRCTCPL during an audit/periodic review / third party certification for domains pertaining to outsourced activity
- xix. The Price of CSP Should be Publicly Listed.
- xx. SAAS Tools and products should be available on demand as a market place.
- xxi. The CSP should spin up new instances with rapid scale up to deal with sudden spike as seen during tatkal period.
- xxii. Hyper scale cloud service provided with full global support system.
- xxiii. The CSP should have 99.9 % availability for MPLS.
- xxiv. The proposed data centre must confirm to Tier III or above guidelines for better availability of cloud services.
- xxv. The cloud services should provide scalable, redundant, dynamic compute and storage.
- xxvi. The Bidder should have provision to transfer data backup in-house either on demand or in case of contract or order termination for any reason.
- xxvii. Bidder shall not delete any data at even at the end of the agreement (for at least 200 days beyond the expiry of the Agreement) without the approval of IRCTC and also process refund cases till 180 days of the sale transactions.
- xxviii. Cloud service provider should support auditing with features such as what request was made, the source IP address from which the request was made, who made the request, when it was made, and so on.
- xxix. Allow replication of data between cloud and on-premises sites if required.
- xxx. Any change in CSP post submission of credential of a CSP by Lead Bidder may lead to disqualification and cancellation of the contract.

3.1.1.3 Cloud operational requirements

- i. Bidder should undertake OS level vulnerability management – all OS images created within the cloud platform are regularly patched with the latest security updates.
- ii. Monitor availability of the servers, CSP -supplied operating system & system software, and CSP's network.
- iii. The bidder is fully responsible for tech refreshes, patch management and other operations of infrastructure with regards to the cloud environment (DC and DR).
- iv. Investigate outages, perform appropriate corrective action to restore the hardware, operating system, and related tools.
- v. Bidder should manage CSP provisioned infrastructure including VMs as per the ITIL or equivalent industry standards.

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- vi. The Technical Service Provider shall store all types of data (including but not limited to account & user access data, text, audio, video, image, software, machine image, and any computational results that IRCTC or any end user derives through their use of the Managed Service Provider's services) within the Indian Territory and as per the terms and conditions specified in the CSP's Empanelment RFP; and shall not take out / allow to take out any kind of data outside of India unless it is explicitly approved by IRCTC.
- vii. If the data is classified as sensitive / confidential / restricted, the Technical Service Provider shall ensure that the data is encrypted as part of a standard security process for sensitive / confidential / restricted content or choose the right cryptographic algorithms evaluating security, performance, and compliance requirements specific to the IRCTC's application and may choose from multiple key management options approved by the IRCTC.
- viii. **E-Discovery:** Electronic discovery (e-Discovery) is the process of locating, preserving, collecting, processing, reviewing, and producing Electronically Stored Information (ESI) in the context of criminal cases, legal proceedings or investigation. The Technical Service Provider shall ensure that IRCTC/any other agency authorized by IRCTC is able to access and retrieve such data in the underlying CSP environment in a timely fashion.
- ix. **Law Enforcement Request:** The Law Enforcement Agency, as mandated under any law of India for the time being in force, may seek access to information stored on Cloud as provided by the Technical Service Provider. The onus shall be on the Technical Service Provider to perform all due diligence before releasing any such information to IRCTC which will be shared to Law Enforcement Agency of India.
- x. **Data localisation requirement** and data transfer restrictions of the Government and the Regulators from time to time shall be followed during the course of the contract. All data and infrastructure should be hosted/stored only in India.

3.1.1.4 Cloud management reporting requirements:

- i. Description of any outages (including description of root-cause and fix) resulting in greater than 30 min of unscheduled downtime within a month
- ii. Monthly and quarterly utilization reports (peak and average volumetric details).
- iii. The bidder should set the baseline threshold limits for cloud infra utilization.
- iv. The solution would be done keeping in mind the scalability of the system. Every component of System needs to scale horizontally to very large volume of data.
- v. The CSP must have publicly available service health dashboard to check availability and performance of cloud service resources.

3.1.1.5 Change in Cloud Service Provider (CSP):

- i. Data migration would be the responsibility of the Bidder. Bidder should ensure that all requisite interfaces to existing systems are available.
- ii. The Bidder should make sure that adequate support is available from CSP for the purpose of migration to a new environment. For the same reason, the Bidder

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should choose a model of deployment on Cloud Service Provider taking the consideration that the model should be easily portable to the new environment.

- iii. The Bidder should design the migration strategy keeping in mind that there should not be any down time during the transition.

3.1.2 Migration of existing Data and supporting applications.

- i. Preparation of Migration Activities with respect to migration plan of iPay.
- ii. Ensure consistent and methodical approach adopted for migration of data and application.
- iii. Bidder have to work with existing vendor and IRCTC team to perform a recurring gap analysis and verify that all the gaps / discrepancies identified by then are rectified.
- iv. Complete review and audit of data for checking correctness, reliability and integrity of data
- v. Bidder will provide an assurance that 100% of data for the critical fields have been properly identified, accurately and completely migrated to relevant data fields.
- vi. Any other activity required to run the application in live environment as currently running on the existing servers.
- vii. Preparedness of the Back-up plan in case of any outage during the migration activity.
- viii. Post migration review.
- ix. The work will be taken up and completed in all respects within 6 (Six) months from the date of commencement of work.

3.1.3 Software Maintenance/Application Support/ Management/System Monitoring and new Development.

- i. Bidder will build a Robust, clean, developer friendly APIs, plugins and libraries to develop the right product as per latest industry standards. Safe development and responsibility of complete operations lies with the bidder along with adding new functionality, new payment modes along with integrations with merchants and acquires to ensure a seamless transaction process.
- ii. Software Support & Application Management Including uptime monitoring, Backups, Bug tracking, debugging and fixing, Security updates, application enhancement and new development.
- iii. Customization as per merchant requirement/ system requirement study/design/development.
- iv. 24*7 monitoring of entire Payment Gateway solution including infrastructure, operations and assisting on periodical audits.

3.1.4 Development of a user-friendly Portal with evolving features which can be configured for providing multiple services / information for customers as and when required.

3.1.5 PCI DSS Certification of iPay, Renewal and related compliances.

Bidder will get the PCI DSS certification for IRCTC-iPay on both PG Product & Infrastructure along with timely Renewal and fulfilment of related compliances. The Cost of Certification, Renewal and Related Compliances will be borne by Technical Service Provider only.

During the course of contract period if any additional certifications/audits (except PCI-DSS) are required for iPay, then such certifications will be facilitated by the Technical Service Provider but the cost will be borne by IRCTC.

3.1.6 Dashboard Features and Reports (Payout Reports for Merchant & Acquirers, Analytics):

Dashboard will be an important interface for iPay Merchants to set up rules, manage operations, configure and download various reports (not limited to). Some of the features which are required in the Dashboard are:

- i. Ability to configure payment methods from the dashboard. Adding new methods should involve simple configuration of credentials on the dashboard and activating for use.
- ii. Ability to view Transaction and Refund Audit trails and identify issues. Each transaction/refund life-cycle should be clearly represented with details of every API call made and the respective logs.
- iii. Dashboard should show transaction and refund errors with clear bifurcation of Technical and Business Decline. It should show error and response (success/failure) from downstream systems, with a clear explanation about why a particular failure has occurred.
- iv. Dashboard should support real time or near real time view of overall merchant success rate, volumes, GMV, refunds based on multiple dimensions like - PA/PG, status, latency, payment mode, payment sub-mode, flow type, error code, error message, tokenization, BIN, VPA, UPI Apps, offers etc. on a standalone as well as various combinations.
- v. Dashboard should offer both graphical and tabular views, and allow the download of various reports as configured by the merchant
- vi. Dashboard should allow setting up of alerts like SR drop, Volume Drop, PG performance degradation etc based on various dimensions. The alerts should be triggered to users as configured by the merchant administrator.
- vii. Customized merchant dashboard as per merchant's requirement.
- viii. Public URL for refund status- There should be a Public URL for knowing the refund status.

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Dashboard must have features for generating following reports (not limited to):

- i. Transaction summary Report - Details of transactions (payments, refunds, adjustments, and transfers) and settlements.
- ii. Report for Failed transactions along with reasons of failure to enable diagnosis and corrective action.
- iii. Success rate reports (Payment Mode wise, Card Network wise, Acquirer Wise, Merchant wise etc.)
- iv. Payment's summary report
- v. Settlement and reconciliation report
- vi. Disputes and chargebacks report
- vii. Refunds report.
- viii. Pending transactions (user aborted, user cancelled, only initiated, etc.)
- ix. MDR detail and collection through various channels
- x. Monthly GST/Tax Reports
- xi. Merchant Payouts (Settlement) /pending Payouts (Settlement) /Payout settled reports.
- xii. Acquiring Fee Payout settlement reports
- xiii. Various Report implementation as and when required as per operational requirement.

3.1.7 Operations Management

- i. Complete operation management related to Payment Gateway Aggregator along with maintenance and 24*7 monitoring of entire Payment Gateway solution including infrastructure.
- ii. Sharing all the reports whenever required and as per scheduled periodical audits.
- iii. Log recording and management.

3.1.8 Retention of Records /Data Archival

- i. TSP shall provision capacity to retain records in primary storage for 5 years and beyond which data may be archived and retained for a minimum of 5 more years.
- ii. On expiry of the contract all the data (including card tokens) should be migrated within three month or the migration with the new vendor whichever is earlier.

3.1.9 Robust Security/Data Access and Security

- i. Bidder will ensure PCI-DSS/ PA-DSS compliance, conduct frequent third-party audits and maintain dedicated security team to safeguard data.
- ii. Cyber Security of the entire payment gateway ecosystem.

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- iii. The TSP is responsible for the Cyber Security of the entire payment gateway ecosystem, including the implementation of a robust data security infrastructure to prevent and detect fraud.
- iv. A comprehensive Security, Fraud Prevention and Risk Management Framework must be in place.
- v. Comply with data storage requirements as applicable to Payment System Operators (PSOs) and also comply with the guidelines of **Digital Personal Data Protection Act 2023 as amended from time to time**.
- vi. The TSP must comply with cryptographic requirement in alignment with IRCTCPL encryption standards and Forensic Readiness as per RBI base line technology recommendation.
- vii. The TSP must ensure Data Sovereignty
- viii. The TSP must ensure Data Security adhering to the principles of forensic readiness as per RBI recommendations
- ix. Payment Application Security must be prioritized, with hardened servers/devices communicating with IRCTCPL information systems.
- x. All servers accessing the payments aggregator and payment gateway system must have internal clocks synchronized to reliable time sources.
- xi. Implement Payment Hardware Security Modules (HSM) for added security for payment transactions.
- xii. Strong passwords should be used as per organizational policies at the TSP's end wherever authentication and authorization are applicable. Also, strong measures should be in place to prevent any password sharing.
- xiii. Access to the payment aggregator and payment gateway system should be provided on a "need-to-know" basis and should follow the principles of least privilege entity personnel must be trained to identify, and report suspected weaknesses and events/incidents.
- xiv. The TSP must have a security event/incident response policy and procedure in place.
- xv. A retention schedule for various logs must be defined and adhered to, with a timeline for reporting security incidents to IRCTCPL as per the Service Level Agreement (SLA).
- xvi. Periodic vulnerability scans and penetration tests against internal and external networks and applications must be conducted.
- xvii. Provide 24*7 fraud resolution support to address and resolve fraudulent activities promptly.
- xviii. The TSP must implement effective controls to ensure the appropriate processing and protection of Personal Information, Procedures for collecting Personal Information as required by law must be defined, with documented restrictions on disclosing that information.
- xix. The TSP must follow applicable guidelines of regulatory authorities and continuously update its practices to meet evolving security standards.

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- xx. The TSP shall support during audits and inspections and must perform periodic risk assessments to verify the implementation of controls that protect business operations and IRCTCPL Confidential Information.
- xxi. Ensure compliance with 3DS 2.0 Authentication standards for secure transactions.
- xxii. The TSP shall solely bear the responsibility for Security of all the data.
- xxiii. Provide 24*7 fraud resolution support to address and resolve fraudulent activities promptly.
- xxiv. Fraud screening tools to reduce fraudulent transactions as per RBI base line technology recommendation for PA/PG's.

3.1.10 Managing Escrow Accounts Operations, preparation of Quarterly audit report & Annual Audit Report which need to be certified by CA (IRCTC will be responsible for appointment of CA).

3.1.11 Tokenization capability for Offering “Save Card” feature. The technical integration and other related charges will be borne by the Technical Service Provider. At the end of the contract bidder must ensure the migration / porting of tokens along with all the data created as a part of the project.

3.1.12 Integration of BIN updation /validation APIs with various Card Networks if required. The technical integration and other related charges will be borne by the Technical Service Provider.

3.1.13 Multilingual Payment Page feature and provision for customization of merchant's payments page as per merchant's desire by which it looks like their own website.

3.1.14 Design and development of Risk Engine, Risk Management & Monitoring also required tracking IP address, Device Identification, BIN validations & Velocity check etc. based on these parameters we should flag the transactions for offline analysis purpose by Risk team of Technical Service Provider. AI based risk scoring tool, AI based data driven personalization and Gen AI should be used for better response and resolution by the Technical Service Provider.

3.1.15 System Audits and Reports along with incidents Reporting

Third party acceptance testing/ certification would be required for meeting the requirements of:

- i. Security, Monitoring, and Incident Reporting.
- ii. Providing complete support in any Statutory Audits.
- iii. Data Access and Security-Audit Trail (the System Audit Report, including cyber security audit conducted by CERT-In). The cost of audit will be borne by IRCTC.
- iv. System Audit Report (SAR), including cyber security audit conducted by CERT-In empanelled auditors on yearly basis. The cost of SAR Audit will be borne by IRCTC.

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- v. **Information Security Governance**-shall carry out comprehensive security risk assessment of their people, IT, business process environment, etc., to identify risk exposures with remedial measures and residual risks. The cost of Audit will be borne by Technical Service Provider
- vi. **Cyber Security Audit and Reports** – Technical Service Provider shall carry out and submit to IRCTC quarterly, internal, and annual external audit reports; bi-annual vulnerability assessment / penetration test (VAPT) reports; PCI-DSS including Attestation of Compliance (AOC) and Report of Compliance (ROC) compliance report with observations.
- vii. Technical Service Provider must establish a mechanism for monitoring, handling and follow-up of cyber security incidents and breaches. The same shall be reported immediately to the DPSS, RBI, Central Office, Mumbai. They shall also be reported to CERT-In (Indian Computer Emergency Response Team) as per the details notified by CERT-In. The cost of Audit will be borne by Technical Service Provider.
- viii. Cyber Crisis Management Plan. The Technical Service Provider will **Assist in making CCMP**.
- ix. Security Incident Reporting -For the report security incidents / card holder data breaches to IRCTC immediately which will further be submitted to RBI within the stipulated timeframe. Monthly cyber security incident reports with root cause analysis and preventive actions undertaken shall be submitted to IRCTC which will further submitted to RBI.
- x. Bidder shall ensure that all types of security incidents, listed out in CERT-In's Directions dt. 28.04.2022 or as recommend from time to time, including data breaches/leakage shall be reported to IRCTC with-in six hours of such incident coming in notice of the Bidder. The bidder should perform the root cause analysis in coordination with IRCTC.

3.1.16 Fulfilment of Compliances and Audit observations

- i. Fulfilling the compliances against the guidelines issued by the Government of India or any other Regulatory authorities viz. RBI, DFS, MeitY, etc.
- ii. Complying all PA/PG's guidelines issued by RBI along with Baseline Technology-related Recommendations.
- iii. Fulfilment of all the Compliances for Audit observations.
- iv. Compliances of forensic Audit carried out by IRCTC or any other agency on its behalf or any regulatory Authority.
- v. Any penalty imposed by regulatory authorities due to non-compliance of payment aggregator guidelines and Digital Personal Data Protection Act 2023 will be borne by Technical Service Provider for reasons attributable to them.
- vi. The bidder should provide automated means to on-board merchants, risk assessment and management, AML features etc. as per the policy of IRCTC and guidelines of RBI with constant improvement of systems to facilitate the compliance related requirements. Transaction monitoring and alerts will be ensured to comply with the risk management requirements.

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3.1.17 Payment Modes and Features

- i. Bidder will provide various payment modes such as Credit & Debit cards, EMI, One-time Mandate / Auth & Capture, Net banking, e-wallets, UPI, voice-based UPI, NEFT / RTGS etc.
- ii. The Technology Service Provider (TSP) shall proactively implement innovative solutions to optimize net banking services, ensuring secure, efficient, and seamless transaction processing. This may include direct integration with major net banking platforms in consultation with IRCTC.
- iii. Capability of part payments along with features like Gift Vouchers & Card Loyalty Points Redemption (Part Payments), Instant Discount feature for any sort of promotion purpose should be there in bidder PG system as and when decided by IRCTC Payments Limited.
- iv. New payment modes need to be introduced in future as per the market requirements by the bidder.
- v. Offer Engine Discount, cashback etc. should be enabled as and when decided by IRCTC Payments Limited.
- vi. Virtual-Account Solution Virtual account-based solution Useful for large ticket size govt. payments excise, e-tenders etc.

3.1.18 Technical Integration with Merchants and Merchants Management.

- i. Selection of Merchants for On boarding is the responsibility of IRCTC and Bidder will be responsible for timely completion of technical integration with merchant and related on boarding processes.
- ii. Technical Service Provider must provide online Merchant KYC Module (KYC APIs and associated cost will be borne by the bidder)
- iii. Safeguards against Money Laundering (KYC / AML / CFT) Provisions - Applicability of KYC/ AML/ CFT provision**
- iv. Provisions of Prevention of Money Laundering Act, 2002 and Rules framed thereunder, as amended from time to time, shall also be applicable. **
- v. Smooth technical integration with merchant, Daily API based merchant settlement/Payout on the same date to the extent possible merchants/customers.
- vi. Merchant Management through Dashboard by configuring MDR/Surcharge Model, Mode Wise Transaction Charges and desired payment modes for Merchants.
- vii. Merchant check on Payment Card Industry-Data Security Standard (PCI-DSS) and Payment Application-Data Security Standard (PA-DSS) compliance of the infrastructure of the merchants on-boarded. **

**On boarding the merchant as per on boarding directives and guidelines issued by RBI.

3.1.19 Refund Module, Processing of Refund, Building refund APIs, Integration of Refund APIs with Merchants.

- i. Technical Service provider must have the capability to initiate the instant refunds through APIs.
- ii. Timely refund of the customers is to be the differentiator of the revenue. It is to be done on near real time on the same day for cancellation and failed transactions.
- iii. Support for auto refund on delayed payments authorization.
- iv. Support for refund-retry mechanism with all acquirers ensuring, no refund is failed.
- v. Refund ARN API implementation is required to be done for all the acquiring banks being on boarded.

3.1.20 Sale and Refund Transaction Mapping

- i. Unique id need to be generated for every sale transaction request which is received from Merchant.
- ii. All sale transaction need to be mapped with All refund transaction
- iii. No refund allowed more than the sale amount against any successful sale transaction.
- iv. If any reversal credit/debit received need to be recoded in DB.
- v. Payment transaction status and refund status need to be maintained for all transactions.
- vi. Proper validation / checks need to be imposed for all transaction as per IRCTC guidelines and RBI/Government of Indian Guidelines.
- vii. Refund should not be initiated for any transaction from the system, if any charge-back marked against these transactions.

3.1.21 Automated Transaction Reconciliation

System having Automation of Reconciliation and refund process between iPay and acquirer using APIs which includes-

- i. Transaction Level Acquirer Reconciliation and Acquirer Accounting Reconciliation
- ii. Merchant Reconciliation and Refund Process
- iii. Payout Process to Merchants & Acquirers
- iv. Daily Report
- v. Monthly reports at the end of the months.
- vi. IRCTC may conduct an audit once in a year of settlement and pay-out reconciliation for any given period as decided by IRCTC, cost of the audit will be borne by IRCTC.

3.1.22 Transaction Level Acquirer Reconciliation and Acquirer Accounting Reconciliation.

- i. Compare Bank statement with MPR report which will received from Acquirer on daily basis.
- ii. Verify with Bank statement vs MPR
- iii. If it is matched with Bank statement MPR then only upload MPR record in iPay DB (As a result capture transaction marked as settled with settlement date)
- iv. After verification of Bank Statement, update actual credit and debit date against each transaction in iPay DB.
- v. If it is Unmatched asked clarification from Acquirer.
- vi. After reconciliation, all matched transaction need to be updated and marked with suitable flag.
- vii. If any mismatch found inform to Acquirer through Complaint management module (CRM) asked for further clarification.
- viii. Once received the clarification from Acquirer, for all such clarification need to be updated in the CRM system and also update the status in iPay DB
- ix. The system should be capable to update the above details where details received through file system or API
- x. The process is to be automated and API based.

3.1.23 Merchant Reconciliation and Refund Process

- i. Daily successful sale details sent to Merchant as prescribed time fixed by the Merchant.
- ii. Refund process daily based on the refund details received from Merchant through file system or API
- iii. Once Refund successfully processed then details sent to Merchant for Refund confirmation through File system or API
- iv. If the system integrates with Merchant RDS module. The system capable to reconcile with RDS module also.
- v. The system should capable to update the above details where details received through file system or API

3.1.24 Payout Process to Merchants & Acquirers (Only after receiving the funds of acquirers)

- i. Bank's API integration for Payout processing and initiating the payouts to Acquirers and Merchants on daily basis.
- ii. Fetched all reconciled transaction from iPay Database after completion of Transaction level and accounting reconciliation.

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- iii. Generate the Merchant Payout Summary Report
- iv. Payout to Merchant as per Summary Report through API or Manual as decided by IRCTC
- v. Once amount debited from IRCTC Account update all Debit against each and every transaction as per the Merchant payout transaction summary report.
- vi. Suitable flag need to be update in Ipay Database.
- vii. Generate the Acquirer Payout Summary Report
- viii. Payout to Acquirer as per Summary Report through API or Manual as decided by IRCTC
- ix. Once amount debited from IRCTC Account update all Debit details against each and every transaction as per the Acquirer payout transaction summary report.
- x. Suitable flag need to be updated in iPay Database.

3.1.25 Reconciliation for Gift voucher/Promotion Offer/loyalty point etc.

System having capable to Reconciliation and refund process of Gift voucher/Promotion Offer/Loyalty etc. with third party promotion partners.

- i. Transaction Level Reconciliation and refund process with third party promotion partners
- ii. Pay-out Process to with third party promotion
- iii. Update all transaction level pay out details with proper date.
- iv. Suitable flag should be update in Data Base.
- v. Daily Report
- vi. Monthly reports at the end of the months.

3.1.26 Daily Reports

- i. Daily settlement Report (successful capture at ipay) sent to Merchant as prescribed time fixed by the Merchant.
- ii. Daily refund confirmation sent to Merchant
- iii. Daily MPR (Merchant Payout Report) sent to Merchant
- iv. Daily report required by IRCTC
- v. Status wise pending report
- vi. Merchant wise Payout pending report
- vii. Acquirer wise Payout pending report
- viii. Merchant wise Payout report
- ix. Acquirer wise Payout report

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- x. The TSP shall provide a real-time monitoring dashboard that displays the uptime, downtime, and performance fluctuations of the payment processing system. The dashboard must capture and report any disruptions in the backend services, frontend SDK, or Payment Page that result in a complete unavailability of payment processing for end customers. Such incidents shall be classified as downtime
- xi. Customer grievance, Daily, Cumulative, Weekly and Monthly reports.

3.1.27 Monthly Reports

- i. Monthly MIS.
- ii. Monthly settlement and refund Report based on the requirement of Finance
- iii. Monthly GST/Tax Report
- iv. Monthly customer grievance reports.
- v. Any other reports as required by IRCTC.

3.1.28 Escrow/Nodal Account Reconciliation and Accounting Ledger System:

The Accounting “Software/ any other software as per the general principle of accounting and the guidelines/instructions of IRCTC and taking time bound appropriate action(s) as per the statutory requirements from time to time. The accounting services also include:

- i. All transactions shall be kept-in software/ and report shall be generated on periodical intervals, month-wise, year-wise etc. and proper back-up of the records shall be maintained.
- ii. Ledger book(s) of accounts shall be maintained and updated as per the requirements.
- iii. Preparation of bank Reconciliation Statement and to ensure that Bank Reconciliation Statement should not contain any long pending outstanding debit/credit entries.
- iv. Trail balance should be generated on or before 15th of every month along with Schedules of all Current Assets and Current Liabilities duly reconciled. Income and expenditure statement for every month to be prepared.
- v. Finalization of Trial balance for every month and for the year ending 31st March along with all schedules as given in the circular of Annual Closing of Accounts issued by Accounts Department – IRCTC.
- vi. Preparation Receipts & Payment Account for every month and for the year ending 31st March in the format given in the Circular on Annual Closing of

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Accounts issued by IRCTC and preparation of Budget Estimate and Revised Budget Estimate.

- vii. The TSP is expected to provide all the required documents /reports for timely filing of GST.
- viii. Assisting in preparation of computation, payment of Advance Tax/Self-assessment Tax, filing of Income Tax Return etc.
- ix. Assisting in preparation of statement, payment, filing of return etc. of any other taxes levied by Govt. from time to time.
- x. Preparation of Reconciliation Statement of TDS, GST and any other law.
- xi. Assisting in furnishing the reply to all queries of Internal Audit, CAG audit, Statutory Audit, GST Audit, Tax Audit and Income Tax/GST Assessment etc.
- xii. Providing opinion on the matters relating to GST, Income Tax or any other law as per Government notification from time to time.
- xiii. Any other work assigned relating to accounts / statutory requirements etc.

3.1.29 Dynamic /Smart routing of traffic among acquirers

The technical Service Provider must have the capability of switching/routing the traffic between the acquirers based on the success rate or acquiring charges.

3.1.30 Technical Integration & On Boarding of acquirer Banks/ PGs

- i. The Technical Service Provider will be responsible for integration between IRCTC iPay and Acquiring Banks for providing all possible payment modes One-time Mandate/Auth & Capture, Net Banking, Credit Card, Debit Card, UPI and Wallet etc.
- ii. The Selection of Acquiring bank /Payment Service Provider for On boarding is the responsibility of IRCTC and Technical Service Provider will be responsible for timely Technical Integrations with Acquiring Banks/Payment Provider, configuring the banks rates along with traffic load, Reconciliation, Bank's settlement on daily basis, Settlement and Bank Account Management etc.

3.1.31 Chargeback handling Module, Monitoring and Control, Coordination with Acquirers and Merchants.

- i. Setup team for the chargeback related queries and responses.
- ii. Chargeback Module for the traceability for the chargeback cases status and follow-up with merchant.
- iii. Reconciliation of Chargeback settlements for chargebacks raised, hold-over, presentments, pre-arbitrations, and arbitrations etc.
- iv. The technical team shall solely bear the responsibility of chargeback issues in case of any technical glitches or delayed replies to acquirers/banks.

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- v. The Technical Service Provider shall solely bear the responsibility of chargeback in case of any technical glitch or operational delay.

3.1.32 FIU-IND Module & FIU-IND STR Reporting (Suspicious Transaction Reporting)

3.1.33 API Integration of Payment Gateway solution i.e. iPay with ERP Module.

3.1.34 Additional Support System

- i. Provide technical support and assistance in domain renewal and SSL certificate
- ii. Training to IRCTC staff
- iii. BIN API integrations if required.
- iv. Migration to new platform, if required
- v. Tokenization
- vi. The Vendor sent incident/failure SMS/e-mails to IRCTC /Bank officials without any additional cost.
- vii. Customer Complaint Tracking Module.
- viii. Suspicious transaction monitoring and reporting.
- ix. Reducing Payment failure rate.
- x. Streamline Payment business processes.

3.1.35 Alerts/ Notifications

In case of failures /Downtime monitoring report /Acquirer performance monitoring report and RCA of the issues reported.

3.1.36 24x7 Helpdesk for Technical Support

- i. Helpdesk, All L1 and L2 issues reported on the PG product resolved through SLA model.
- ii. Timely Resolution of any technical and operational issue reported by IRCTC and merchant.

3.1.37 Customer Grievance & Redressal Module with Dashboard

Customer Grievance Redressal and Dispute Management Framework – Technical Service Provider must provide dispute resolution mechanism binding on all the participants which shall contain transaction life cycle, detailed explanation of types of disputes, process of dealing with them, compliance, responsibilities of all the parties, documentation, reason codes, procedure for addressing the grievance, turn-around-time for each stage.

Technical Service Provider will also provide customer complaint, management and tracking module, daily cumulative, weekly and monthly customer grievance reports.

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3.1.38 Change Request:

Any additional unforeseen feature or services which is beyond the scope of this tender document and involves additional cost, effort and risk then the scope and rate for those services will be decided on mutually agreed basis by both the parties. These services will include, but are not limited to: Provision of advanced orchestrator service, PSP App, Prepaid instruments, BIN Sponsorship, Implementation of Visa Direct and Master Sent API for instant refund. These mentioned services will form part of the change request with separate revenue sharing model. The prioritization of items in change request will be decided mutually by the Technical Service Provider and IRCTC. Apart from change request, in any substantial changes or unforeseen circumstances in the industry and market, specific clauses can be revisited and mutually negotiated as part of the Governance mechanism.

3.1.39 Subcontracting:

The bidder is expected to bring in partnerships/subcontracts in consultation with IRCTC for ancillary and related services such as Bin validation APIs, Tokenization, KYC APIs, which are part of the core Payment aggregator services covered in the document, with full responsibility of the bidder at no additional cost. However, allowing sub-contracting shall not dilute the responsibility & liability of the bidder. When subcontracting the value-added services beyond the core Payment Aggregator functions, which are to be considered as good to have features like Advanced Payment orchestration services across multiple PAs. These services may be offered to merchants based on their needs and at competitive rates. The pricing for such services will be negotiated separately with the merchants. Revenue sharing with the vendor will be finalized in mutual consultation with IRCTC to remain competitive in the market. However, the cost associated with subcontracting these advanced services will be borne by the bidder.

The Bidder shall be responsible to ensure the proper performance of the subcontractors and shall be liable for any non-performance or breach. The Bidder shall be responsible for making all payments to the subcontractors as may be necessary, in respect of any services performed or task executed.

4. Other Deliverables from the project:

- 4.1.** Technical Service Provider will ensure that all software and hardware used in the payment ecosystem are up-to-date with the latest security patches and versions. The Technical Service Provider shall solely bear the responsibility for software failure & any fraudulent activities.
- 4.2.** Technical Service Provider shall solely bear the responsibility of security of all the financial data including card data.
- 4.3.** The cost of the PCI-DSS certification /renewal will be borne by the Technical Service provider.
- 4.4.** The cost of System Audit Report (SAR & CSAR) will be borne by IRCTC.

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- 4.5.** IRCTC will conduct third party security audit on its own cost from reputed agencies which shall be facilitated by the Technical Service Provider and take corrective measures as per the severity level.
- 4.6.** Technical Service Provider will ensure timely upgradation in the system as per recommendation of regulatory authority from time to time. The fulfilment of compliances as per guidelines issued by regulatory authority for technology and associated operational matters will be incorporated at no additional cost by Technical Service Provider.

4.7. Bidder should be capable to provide following features for iPay Payment Gateway / Aggregator

- 4.7.1. iPAY QR Soundbox. Bidder should enable QR Soundbox technology for IPAY vendors/merchants as per requirement. The cost of such services will be realized from the merchants.
- 4.7.2. **Tokenization and Push Payments.** Implementation of Push Payments through tokenization or any other instruments using biometric.
- 4.7.3. Instant Refunds feature available through integration with Visa direct and Mastercard send APIs as per merchant requirements.
- 4.7.4. Technical Service Provider should be capable enough for handling Forex Processing, implementing Multicurrency/Dynamic Currency Processing and Settlement.
- 4.7.5. Technical Service Provider should be capable enough to integrate with regulatory agencies i.e. CERT-In etc. for monitoring the entire payment system against various cyber threats actor (Integration cost will be borne by the bidder).

Example of such integrations are like: Integration with CDAC's Honeypot, Integration with CERT-IN Project on Threat and Situational Awareness Project (TSAP)

5. Letter of Award

IRCTC shall issue the Letter of Award to the successful bidder.

6. Live Date

The contract shall become effective on the date, the technical service provider integrates online payment services for any one merchant, which must occur no later than six months from the date of issuance of the Letter of Acceptance (LOA).

7. Confidentiality & Security of the data

The Technical Service Provider should maintain the confidentiality & security of the data. Technical Service Provider shall solely bear the responsibility for Security of all the Financial Data including Card Data. Any financial implication occurred due to technical vulnerability in the system, any operational delay/ failure or data loss will be borne by Technical Services Provider.

8. Data and Source Code Ownership

All the data created as the part of the project such as card tokens, encryption keys and transactional data of iPay payment solution shall be owned by IRCTC. The source code and software documentation shall be deposited in an escrow account managed by a neutral third-party escrow agent in consultation and concurrence with IRCTC. All associated cost related to Escrow setup will be borne by the bidder. All intellectual property rights related to the developed platform, including source code, software documentation, encryption keys, and tokens, will be transferred to IRCTC upon the occurrence of any specified trigger or the expiration of the contract. Once the source code is transferred to IRCTC, it may be used, modified, and retained by IRCTC without any restrictions for its own purposes. Third-party licenses and solutions may be transferred as required, through a separate commercial agreement arranged at the time of migration. The bidder will give all assistance for KT and hand holding to run the code by IRCTC or its authorised vendor.

The Vendor understands that all Data provided by IRCTC for the use of Services and the result or output in the form of data as contemplated shall be the sole and exclusive property of the IRCTC. The Vendor will assist in the Knowledge Transfer to IRCTC or its chosen vendors and assist in complete data migration (including card tokens) without hampering services in the migration phase after the expiry of the present contract. The cancellation, refund and reconciliation should continue even after termination /end of the contract for one hundred and eighty (180) days. The bidder shall handhold the full migration of services and even in exigencies when the bidder is not able to continue the service, the resources managing the services for the bidder has to continue to provide exclusive service to IRCTC to avoid any disruption of service during the migration phase to alternative service provider. The payment for the last quarter of the contact period to the vendor will be done after successful migration to the new partner.

8.1. Source Code Escrow Arrangement

The source code shall be deposited in an escrow account managed by a neutral third-party escrow agent in consultation and concurrence with IRCTC. The escrow terms are outlined as follows:

- i. **Escrow Management:** A reputable third-party escrow agent shall securely hold the source code, ensuring impartial oversight and verification of deposits.
- ii. **Release Conditions:** The source code shall be released to IRCTC under predefined conditions, including vendor insolvency, material breach of contract (such as failure to provide agreed support/maintenance), cessation of business operations, or failure to meet service levels, premature termination of the contract by TSP or contract expiry. If IRCTC feels a trigger event has occurred, it will notify to the escrow agent with evidence. The agent then notifies the vendor and, if the vendor cannot cure the issue or dispute the trigger within a set cure period, the agent will release the source code to IRCTC. Upon release, IRCTC should automatically receive a license to use and modify the source code to continue operations by engaging another service provider or internal team to use the released source code.
- iii. **Periodic Updates:** The Vendor shall deposit updated source code and associated documentation at least quarterly or with every major release to ensure the escrow

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remains current. All product updates and program fixes should be included in the escrow arrangement.

- iv. **Code Verification:** The escrow agent shall conduct periodic audits to verify the completeness and functionality of the deposited code.
- v. **Cost Responsibility:** The Vendor shall bear all costs associated with the setup and maintenance of the escrow arrangement, which shall be factored into their bid.
- vi. **Intellectual Property Assignment:** All intellectual property rights related to the developed platform, including source code, software documentation, encryption keys, and tokens, will be transferred to IRCTC upon the occurrence of any specified trigger or the expiration of the contract. Once the source code is transferred to IRCTC, it may be used, modified, and retained by IRCTC without any restrictions for its own purposes.

8.2. Knowledge Transfer and Transition Support

Exit management period will kick in either a few months before contract expiry or immediately upon a notice of termination. Starting 6 months prior to the end of the contract, both parties will cooperate on transition tasks. In the event of an early termination, the exit period would start immediately when termination notice is given. During this exit phase, the vendor is obligated to maintain service levels and help transfer operations seamlessly.

- i. **Knowledge Transfer and Training:** The vendor must provide knowledge transfer to IRCTC personnel or to the incoming replacement vendor. This includes handing over up-to-date documentation (technical, functional, architecture docs, admin manuals) and training staff who will assume responsibility. For instance, the vendor might be required to conduct detailed training sessions on the system's operations, error handling, and maintenance procedures. The vendor's experts will spend adequate number of weeks to be decided on mutual consultation, with IRCTC's team during transition.
- ii. **Data and Asset Handover:** All assets should be handed over to IRCTC or its nominee by contract end. This includes production data, configurations, encryption keys, run books, and the latest source code. Essentially, IRCTC should gain a complete set of materials to run the system on its own. If any third-party components or licenses are part of the solution (for example, a proprietary database or a payment gateway license), the exit plan in detail to be decided during the migration phase should address how those will be transferred or assigned to IRCTC or the new vendor. The bidder is to use transferrable licenses or open-source components to ease this as far as practically possible.
- iii. **Continued Support during Transition:** Upon notice of termination, IRCTC can extend the services of the vendor for up to 6 months to allow for a stable handover. During this time, the vendor will work alongside the new provider (if one is in place) to answer questions and ensure no disruption. This overlap period is critical in something like payments, where downtime or mistakes during turnover could be costly.
- iv. **Exit Management Plan:** The bidder should be mandated to produce and regularly update an Exit Management Plan document. This plan, to be agreed upon with

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IRCTC, would detail step-by-step how a transition would occur. It should include roles and responsibilities, timelines, resource commitments, and fall back procedures if something goes wrong during handover. As a good practice, the vendor is to update this plan annually (to account for system changes or new integrations made during the contract) . That way, the plan is always current and not created at the last minute. IRCTC shall review this plan periodically.

- v. **Obligations on Personnel and Support:** Certain key vendor personnel should be made available during the exit period. It can also require the vendor's cooperation in transferring any third-party contracts. For example, if the vendor had subcontracted some part of the service (say, a fraud detection module), IRCTC might want the right to directly take over that subcontract or have the subcontractor continue with IRCTC.
- vi. **Termination Assistance at no or predefined cost:** The transition assistance should be included at no additional cost (since it's part of fulfilling the contract). If extensive support is needed beyond a certain point, to be decided mutually between the parties in case of any eventualities, the financial modalities can be worked out. IRCTC may withhold a portion of payment until successful completion of exit tasks, to maintain the vendor's incentive to cooperate fully until the end.

9. Conflict of Interest

- i. **A conflict of interest arises when the selected bidder, its affiliates, or any of its personnel has a professional, commercial, financial, or any other interest that may:**
 - Compromise its ability to provide unbiased services to IRCTC's payment aggregator subsidiary.
 - Result in misuse of proprietary business insights, data, or operational strategies of IRCTC for competitive advantage.

- ii. **Permissible Industry Participation**

The bidder may have existing engagements with other payment aggregators or financial technology firms, provided that such engagements do not:

- Involve sharing confidential business insights, strategies, or operational data of IRCTC's payment aggregator subsidiary.
- Result in preferential treatment of competing entities at the cost of IRCTC's business objectives.

- iii. **Disclosure and Confidentiality Requirements**

- Bidders must disclose any ongoing contractual relationships with other payment aggregators, financial institutions, or digital payment firms at the time of bid submission and during the contract period.
- The selected bidder shall implement appropriate data security and confidentiality measures to prevent unauthorized use of IRCTC's business strategies, technology stack, and operational insights.

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iv. Remedial Actions

- If a conflict of interest is identified at any stage, IRCTC may require the bidder to take corrective actions, such as firewalling teams, restricting access to sensitive information, or committing to non-exclusivity safeguards.
- Failure to address a material conflict of interest within a reasonable timeframe may lead to contract termination.

v. Non-Circumvention

The selected bidder shall not use its position to directly solicit IRCTC's clientele in a manner that undermines IRCTC's business interests.

vi. Steering Committee:

A Governance mechanism of a steering committee involving the bidders' nominated representative at the CTO/CEO or equivalent level and IRCTC GGM or equivalent level officers of the business side and finance will do a quarterly review of the financial performance, evolving market conditions and any conflicts of interest to take proactive measures. The Proceedings are to be recorded and followed up and the Committee will ensure that the administration of the contract in letter and spirit is followed.

10.Non-Disclosure Agreement

The Technical Service Provider shall maintain the confidentiality and security of the data and should also provide the consent and adhere to the Non-Disclosure Agreement (NDA) provided by IRCTC, placed at **Annexure-V**.

11.Roles and responsibilities of IRCTC & Technical Service Provider/Bidder:

Services	Activity	Roles and Responsibilities
PG Product	Investment on the product, customize it for IRCTC requirements and implementation.	Technical Service Provider
PCI DSS Certification/Renewal	Service Provider shall enable appointing an agency to get the PCI DSS certification for IRCTC iPay on both PG Product & Infrastructure. (Cost of certifications will be borne by bidder)	Technical Service Provider
SSL Certificate & Renewal	Service provider will be responsible for SSL Certificate & its renewal (Cost will be borne by bidder)	Technical Service Provider
SAR Certification Yearly Basis	Service Provider shall enable appointing an agency as and when required to get the SAR certification for IRCTC iPay. (Cost will be borne by IRCTC) Compliances to be made by the TSP at its own cost where ever indicated for technical and operational matters.	IRCTC

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Security Audit from Cert-In Empanelled Agencies on Yearly Basis	IRCTC shall appoint Cert IN empanelled agency to get the Comprehensive Security Audit for IRCTC iPay on its own cost which will be facilitated by technical Service Provider and vulnerabilities will be addressed by TSP at its own cost.	IRCTC
Tokenization capability for Offering "Save Card" feature	The technical integration and other related charges will be borne by the Technical Service Provider	Technical Service Provider
Bank Formalities	IRCTC will negotiate and finalize the rates with payment providers /acquirers offering various payment modes.	IRCTC
Help Desk	A help Desk need to be deputed to resolve any technical / Operational Issue reported by merchant. IRCTC will provide the supervision.	Technical Service Provider
Monitoring	All PG infrastructure operations monitored 24/7 and share the reports and assist on periodical audits.	Technical Service Provider and IRCTC will supervise
Reconciliation	Generate and compare payment transactions on daily basis and coordinate with acquirer banks. (Nodal Reconciliation). IRCTC may conduct an audit once in a year of settlement and pay-out reconciliation for any given period as decided by IRCTC, cost of the audit will be borne by IRCTC.	Technical Service Provider and IRCTC
Infrastructure	Setup and Deliver high availability infrastructure with redundancy and connectivity for the PG operations.	Technical Service Provider
Chargeback	Setup team for Respond to the chargeback related queries and response with relevant data traceability for the case closures.	Technical Service Provider
Marketing for iPay	The Technical service provider will technically facilitate the marketing activities related to iPay, including but not limited to prototype creation, technical solutions and proposals, technical responses to RFPs etc. IRCTC will be responsible for marketing and promotional activity for iPay including provision of marketing budget if required.	IRCTC & Technical Service Provider
Auditing and compliance	TSP must be responsible end to end for external audits, providing access to the systems, operations, documents etc. The CSP should also be part of the auditing scope and provide access to systems and documentation as may be required by the auditors.	IRCTC will facilitate and TSP will responsible for getting it done.

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	IRCTC will only be doing the internal audits whenever required.	
Merchant on boarding	Merchant onboarding comprises two key aspects: the Contractual/ Agreement Component, which falls under IRCTC's responsibility and the technical integration / onboarding , which will be managed by the TSP.	IRCTC & Technical Service Provider
Milestone with Timelines		
SN	Milestone	Timelines
1	Minimum Viable Product (MVP) for the initial SAR submission to RBI.	within 60 days from the date of issuance of the Letter of Award (LOA).
2	Migration of existing Data and supporting applications	Within 6 Months from the issue of LOA.
3	Development of a user-friendly Portal with evolving features which can be configured for providing multiple services / information for customers as and when required.	Within 6 months of getting RBI authorisation and getting other merchants on board on IRCTC Platform.
4	Tokenization capability for implementing “Save Card” feature to merchants.	Within 6 months of getting live on IRCTC Platform.
5	Design & Development of Risk Engine, Risk Management & Monitoring.	Within 6 months of getting live on IRCTC Platform.
6	Customer Grievance & Redressal Module with Dashboard.	Within 2 months of getting live on IRCTC Platform.
7	PCI DSS Certification Renewal and related compliances	Certification / renewal need to be done annually.

****The cost of cloud infrastructure and related services will be borne by the bidder, any vulnerabilities reported in the audit are to be remediated by the bidder at the earliest as per timelines agreed with IRCTC.***

The Master agreement with CSP (Cloud Service Provider) will be done by IRCTC. IRCTC reserves the rights to get the security audit of Payment Gateway solution hosted on cloud, conducted through third-party auditors.

12.Submission of bids

- i. The Technical Bid including all Annexures along with supporting documents, shall be uploaded online under Technical Bid option.
- ii. The **Financial Bid (Annexure I)** shall be filled online by the bidder under Financial Bid option in the tender wizard only. Under no circumstances any financial quote information to be submitted or disclosed under any other section.
- iii. The bidder shall not upload financial bid under Technical bid option. Any such instance of exposing financial rate at the stage of technical evaluation will lead to outright rejection of the bid. The signed Technical Bid documents must not include the filled-in Financial Bid or Annexure-I exposing the rates.
- iv. The bidders may anytime withdraw their bids till the last date and time of submission; however, the bidder shall not be able to re-submit the bid thereafter. The Bidders shall be solely responsible for ensuring that the bids submitted by them are responsive i.e. visible in Tender Wizard and qualified for evaluation. For this, they need to ensure timely fulfilment of all tender submission procedures.
- v. The bidder is also being required to sign and upload the Pre-Contract Integrity pact as per the format provided by IRCTC at **Annexure X**.
- vi. At any time prior to the bid submission date, IRCTC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify any part of the bid document through the issuance of Corrigendum or Addendum. The same shall be published on <http://www.tenderwizard.in/IRCTC>.
- vii. IRCTC may terminate the contract, if it is found that the bidder is wilful defaulter of bank/financial institution or black listed by any of the Government Departments/ Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.
- viii. IRCTC reserves the right to reject any / all bids including the highest bid or withdraw the tender at any stage without assigning any reasons. Nothing contained herein shall confer right upon a bidder or any obligation upon IRCTC.
- ix. It would be desirable that prior to the submission of bid, the bidder has made a complete and careful examination of the requirements and other information set forth in this bid document.
- x. Tender Evaluation will be done as defined in evaluation of bid section.

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13. Eligibility Criteria

A. Qualifying criteria

The qualifying criteria and the documentary support for evaluation is elaborated in the table:

SN	Eligibility Criteria	Document required	Applicability
i.	The bidder must be a Proprietorship Firm / Partnership Firm/ Limited Liability Partnership (LLP)/ Consortium/ or an Incorporated Company that has been registered in India for a minimum of four years as on the date of publication of the Notice Inviting Tender (NIT).	<p><u>For Proprietorship Firm</u> Self-Declaration on Rs. 10 Stamp Paper along with GST and PAN Copy.</p> <p><u>For Partnership Firm/LLP</u> Copy of Partnership Deed with copy of Registration along with GST and PAN Copy.</p> <p><u>For Incorporated Company</u> Copy of Certificate of Incorporation, Memorandum and Articles of Association along with GST and PAN Copy.</p>	Bidder refers to Single Bidder or All members of the Consortium
ii.	The bidder must have an Annual Turnover of Rs. 10 Cr. from online payment related business/Technical Service provider for online payment services and may include Software/IT services in any Financial year out of the last three Financial Years –2022-23, 2023-24 and 2024-25.	Copy of CA certificate mentioning the Annual Turnover for any financial Year out of the last three Financial Years – 2022-23, 2023-24 and 2024-25. The Certificate must bear UDIN.	Single Bidder/ Prime Consortium Member
iii.	The bidder must possess a proven technology platform and have experience of managing Payment Gateway/Aggregator solution for a minimum of 3 financial years (FY 2022-23, 2023-24 and 2024-25)	Self-declaration that the bidder must possess a proven technology platform and have experience of managing Payment Gateway/Aggregator solution for a minimum of 3 financial years. The template for declaration is provided as Annexure XII	Single Bidder/ Any Consortium Member
iv.	The bidder must possess a proven technology platform and shall have experience of successfully processing /	Client Certificate or Client Email reference with contact details as per format given in Annexure XIII for at	Single Bidder/ Any Consortium Member

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	handling an average daily volume of minimum 2 lakh payment transactions for at least any 3 months during the financial year 2024-25.	least any three months in the financial year 2024-25. In case of Monthly/Yearly Figures mentioned in certificate, IRCTC will do calculation by dividing with number of days to arrive at the daily transaction figure. Demo of Live Dashboard during presentation*.	
v.	The Bidder must have facilitated/ provided at least two of the following value-added services (VAS) to their clients (Payment Aggregator / Online payment provider / Merchant) during financial year 2024-25: 1. Split Payment 2. Link Based Payment 3. Payment through Reward points / Gift Vouchers 4. Auth and Capture/OTM	Client Certificate or Client Email reference with contact details as per format given in Annexure XIII. Demonstration/Dashboard/Presentation*	Single Bidder/ Any Consortium Member
vi.	The bidder must have at least 30 members team on roll with the CTO / CEO /COO or equivalent having at least 4 years' experience in the business of payments and a minimum of 3 technically qualified and experienced personnel in the field of payment technology and/or operations.	Company Profile with profile/CVs of Key Personnel. Declaration by Company CEO/ HR head or CA certificate mentioning the number of personnel on rolls.	Single Bidder/ Any Consortium Member
vii.	The Bidder must have experience in successfully handling or have undergone Security Audits and PCI DSS at least once in last 3 financial years (2022-2023, 2023-24 and 2024-25).	Copy of Certificates of Audit.	Single Bidder/ Any Consortium Member

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viii.	<p>The bidder should have a ready and working fintech platform with full tech stack with all of the following functioning Modules/Tools:</p> <ul style="list-style-type: none"> ● Merchant On boarding. ● Transaction-Processing (Payment & Refund) ● Reconciliation Module ● Chargeback Module ● Customer and merchant Service 	<p>Self-Certification (as per Annexure-XII) with a brief on all mentioned modules. The functioning modules will have to be demonstrated during Presentation/ demonstration stage.</p>	<p>Single Bidder/ Any Consortium Member</p>
ix.	<p>The Bidder must have payment transaction processing capacity of at least 500 TPS, in high TPS continuation of seamless services will be ensured.</p>	<p>Self-Declaration (as per Annexure-XII) clearly indicating transaction processing capacity and later the live-demo of existing tech platform will be done through software tools used by the bidder*. (Latency, response time, error rate, CPU and memory exhaustion beyond 80% will be assessed during the presentation / Demo).</p>	<p>Single Bidder/ Any Consortium Member</p>

Note: - *Where ever later in demonstration fails to corroborate the claims and documents submitted, the bid will be rejected for not following the qualifying criteria and no further evaluation will be done.

For TPS verification, the bidder should inform in advance in the declaration, regarding the tools and software to be used, such as Apache JMeter, Gatling, Locust, K6 (Grafana) and take permission of IRCTC thereof before the demo/presentation stage.

Other Documents required to be submitted

1. GST Registration (To be submitted by Single Bidder or All Consortium Members)
2. Copy of PAN (To be submitted by Single Bidder or All Consortium Members)
3. Additionally, Annexure X (Integrity Pact), Annexure VIII (Format of Certificate /Declaration under Rule 144(xi) in the General Financial Rules (GFRs), 2017, Annexure IV (Declaration on Blacklisting/Debarment) to be submitted by Single Bidder or All Consortium Members.

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Note:

- i. *The documents submitted by the successful applicants, in compliance to the eligibility conditions 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 EMD (if any)/Security Deposit. In such eventuality the successful bidder will also be debarred for 03 years from participating in the future projects of IRCTC.*
- ii. *All documents including client related information submitted by the bidder will be kept in full confidentiality by IRCTC and will be used only for the evaluation purpose.*
- iii. *IRCTC reserves the right to independently verify, assess and evaluate the bidder's client references/email submitted and may, at its sole discretion, conduct site visits to bidder's client locations to validate bidder's performance, capabilities, stated experience and service delivery either on its own or through any third-party expert consulting agency. The bidder should facilitate the same within reasonable time.*

B. Technical Evaluation Scoring Criteria (QCBS)

SN	Evaluation Criteria	Maximum Marks	Marking Scheme	Applicability
i.	The bidder must be a Proprietorship Firm / Partnership Firm/ Limited Liability Partnership (LLP)/ Consortium/ or an Incorporated Company that has been registered in India for a minimum of four years as on the date of publication of the Notice Inviting Tender (NIT).	10	4 to 6 years = 6 marks, Above 6 to 10 years = 8 marks, Above 10 years = 10 marks	Bidder refers to Single Bidder or Any Consortium member.
ii.	The bidder must have an Annual Turnover of Rs. 10 Cr. from online payment related business/Technical Service provider for online payment services and may include Software/IT services in any Financial year out of the last three Financial Years –2022-23, 2023-24 and 2024-25.	15	10 to 20 Cr. = 10 marks Above 20 to 30 Cr. = 11 marks Above 30 to 40 Cr. = 12 marks Above 40 to 50 Cr. = 13 marks Above 50 Cr. = 15 marks	Single Bidder/ Prime Consortium Member
iii.	The bidder must possess a proven technology platform and have experience of managing Payment Gateway/Aggregator solution for a minimum of 3 financial years (FY 2022-23, 2023-24 and 2024-25)	15	3 to 5 Year = 10 marks Above 5 to 10 Years = 13 marks Above 10 Years = 15 marks	Single Bidder/ Any Consortium Member

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iv.	The bidder must possess a proven technology platform and shall have experience of successfully processing / handling an average daily volume of minimum 2 lakh payment transactions for at least any 3 months during the financial year 2024-25.	15	2 to 3 lakhs = 10 marks Above 3 to 8 lakhs = 13 marks Above 8 lakhs = 15 marks	Single Bidder/ Any Consortium Member
v.	<p>The bidder must have experience of hosting and maintenance in a MeitY empanelled Tier 3 or above Category hyper scale cloud for last 2 financial years (FY 2023-24 and 2024-25).</p> <p>Document Required –</p> <p>CSP/CSP Partner Certificate/Email indicating the period OR Monthly CSP invoices / dashboard screen shots of any six months covering the two-year period from last 2 financial years (FY 2023-24 and 2024-25) along with Self-declaration. OR Client Certificate/ Email mentioning experience of hosting and maintenance in a MeitY empanelled Tier 3 or above Category hyper scale cloud for last 2 financial years (FY 2023-24 and 2024-25) OR PCI-DSS Attestation of Compliance (AOC) Report (s) (From Start Date to End Date) proving Cloud Hosting for a cumulative period for at least six months in the last two financial years of 2023-24 and 2024-25 along with Self-declaration.</p>	10	Yes – 10 marks No – 0 marks	Single Bidder/ Any Consortium Member
vi.	<p>The Bidder must have facilitated/ provided at least two of the following value-added services (VAS) to their clients (Payment Aggregator / Online payment provider / Merchant) during financial year 2024-25:</p> <p>1. Split Payment 2. Link Based Payment 3. Payment through Reward points / Gift Vouchers 4. Auth and Capture/OTM</p>	15	2 services = 10 marks More than 2 services = 15 marks	Single Bidder/ Any Consortium Member
vii.	Faster go to market (GTM) Implementation within 4 months including support in migration of existing data	5	Less than 4 months -5 marks 4-5 months - 3 marks 5-6 months- 2 marks More than 6 months - 0 marks	Single Bidder/ Any consortium member.

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	(Submit Client Certificate/ Client Email as per Annexure XIII)			
viii.	The bidder must have at least 30 members team on roll with the CTO / CEO /COO or equivalent having at least 4 years' experience in the business of payments and a minimum of 3 technically qualified and experienced personnel in the field of payment technology and/or operations.	15	30 to 40 members = 10 marks Above 40 to 80 members = 12 marks Above 80 members = 15 marks	Single Bidder/ Any Consortium Member
	Total	100		

Minimum qualifying marks in the above criteria shall be 70% i.e. minimum 70 marks

C. Presentation/ Demonstration

- Bidders who qualify in the **Technical Evaluation Scoring Criteria (QCBS)** as per documents submitted shall only be invited for a Presentation/ Demonstration by IRCTC. The existing solution of the bidding entity already in use in the industry is to be demonstrated.
- At least 5 days-time shall be given for preparation of presentation.
- Each bidder shall be given 45 minutes for the Presentation.

The Presentation/Demonstration/Dashboard shall carry maximum of 100 marks, which will be evaluated on the basis of the following:

SN	Module/Functionality	Items to be Covered	Total Marks
1	Understanding IRCTC Requirements	1) Vision (1 Mark) 2) Revenue Model (1 Mark) 3) Innovative Products (1 Mark) 4) Competitiveness in Govt. Space and competing with existing players (1 Mark) 5) Tech Stack & Qualitative Differentiators like Auth and Capture, UPI-OTM etc.(1 Mark)	5 Marks
2	Scalability Assessment/ Transaction Procession capacity per second Tools/Software with required cloud support to be arranged by the bidder after getting approval from IRCTC. This is aimed at providing required	Transaction Procession capacity per second slabs for marking 1) Less Than 500 TPS – (0 Mark and disqualified) 2) More than 500 to 1000 TPS (2 Mark)	5 Marks

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	flexibility to the bidder. However, IRCTC will be entitled to direct the bidder on the choice of tools & IRCTC's decision on this choice will be final and to be abided by the bidder.	3) More than 1000 TPS (5 Marks)	
3	Experience of Security Audits and PCI DSS Audits (Slabs for marking)	1) Experience of less than 1 Year – (0 Mark and disqualified) 2) Experience of 1 Year (2 Marks) 3) More than 1 Year (5 Marks)	5 Marks
4	Risk Management & Fraud Detection	1) AI /ML use (4 Marks) 2) Rule engine (3 Marks) 3) Blacklisting Support (2 marks) 4) Support and operations (1 Mark)	10 Marks
5	Customer Support and Dispute Management	1) Chat /Call Centre / helpdesk infrastructure (3 Marks) 2) Ticket Management (1 Mark) 3) SLA handling (1 Mark)	5 Marks
6	Chargeback Module	1) Process automation for Chargeback alerts, responses and documentation (2 Marks) 2) TAT for first response and full resolution (1 Mark) 3) Customer /Merchant Communication Interface- User Friendly dashboard to track and respond to chargeback (2 Marks)	5 Marks
7	Reconciliation (Transaction and Account level)	1) Automated Reconciliation Engine (6 Marks) 2) Transaction level drill down and downloadable	15 Marks

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		reports, Mismatch Tagging (4 Marks) 3) Mismatch /Error resolution workflow (2 marks) 4) Exception handling and alerts (3 Marks)	
8	Settlement automation	Consolidation of funds from acquirers and settlement to merchants	5 Marks
9	Reporting and Analytics	1) Payment success Rate Reporting, Refund TAT analysis, Scheme wise and Payment Instrument wise (10 marks) 2) Regulatory and Audit related reports (5 Marks)	15 Marks
10	Payment Processing	1) Instrument Wise Success/Failure Analytics – Real Time and Historical (5 Marks) 2) Monitoring of Refund Processing delay (5 Marks) 3) Failure Attribution & Root cause analysis (5 Marks) 4) Real time alerting and Monitoring Mechanism (5 Marks)	20 Marks
11	Merchant On boarding and KYC	1) Automation Level (5 Marks) 2) Risk Scoring and Compliance with RBI Norms (3 Marks) 3) TAT Monitoring (2 Marks)	10 Marks

Minimum qualifying marks in the Presentation/Demonstration shall be 70% i.e. 70 marks out of 100.

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NOTE:

- i. The bid without the supporting documents mentioned above may be dis-qualified. IRCTC may at its own discretion seek any clarification and other documents from the bidder wherever required.
- ii. Out of the 6 modules mentioned in the table above, 2 Modules may be demonstrated in staging environment.
- iii. IRCTC reserves the right to co-opt outside experts to evaluate the tech capabilities during the presentation.
- iv. IRCTC reserves the right to independently verify, assess and evaluate the bidder's client references/email submitted and may, at its sole discretion, conduct site visits to bidder's client locations to validate bidder's performance, capabilities, stated experience and service delivery either on its own or through any third-party expert consulting agency. The bidder should facilitate the same within reasonable time.
- v. The Evaluation Committee will apply a repeatable, evidence-based evaluation process to compare candidate platforms against the client's operational, technical, and strategic requirements. Assessment will be performed at the feature/parameter level and will combine:
 - **Demonstrated use cases:** Proof of real deployments or demos showing the feature in action for scenarios relevant to railway and travel bookings.
 - **Descriptive narrative:** Clear explanation of how the feature is implemented, system dependencies, and any configuration or customization applied.
 - **Availability & implementation classification:** Each feature must be classified as one of:
 - **Fully available — off-the-shelf (Ready):** No development required.
 - **Partially available — configurable:** Achievable through configuration or settings.
 - **Available — requires bespoke development:** Requires development effort (vendor to specify effort estimate).
 - **Not available / not feasible:** Cannot be delivered within the platform.
 - **Quantitative metrics:** Objective KPIs demonstrating performance and impact (e.g., throughput, latency, error rates, conversion rates, uptime, cost delta).
 - **Qualitative insights:** User experience, operational fit, security/compliance implications, and strategic alignment with the client's roadmap.

Scoring approach:

Each parameter will carry a pre-defined weight aligned to business priority. For each parameter the Committee will assign a score derived from:

- **Availability status** (maps to baseline points: Ready > Configurable > Bespoke > Not feasible), and
 - **Evidence strength** (quality of demonstrations, robustness of metrics), and
 - **Integration & effort** (ease of integration, estimated development time/cost, and risks).
- Vendors should supply, for every parameter: feature name; functional description; classification (Ready / Configurable / Bespoke / Not feasible); integration notes; supporting artifacts (recorded demo, customer reference, test data, performance metrics); and estimated development effort/cost if applicable. Submissions lacking concrete evidence will be scored conservatively.
- vi. Expert consultant agency will be engaged by IRCTC in assessment of technical capabilities
 - vii. Items given in self-certification and client certificate will also be demonstrated/explained in the presentation.

14. Evaluation

Stage 1: (a) Fulfilment of **Qualifying criteria** as given under Para ‘**Eligibility Criteria**’ in this RFP would be considered as qualified for technical evaluation.

(b) Bidders who qualify in Stage1 (a) will be evaluated for **Technical Evaluation Scoring Criteria (QCBS)**. The bidders who qualify and score minimum 70 marks in QCBS shall be called for presentation /demonstration.

(c) The Bidders who score minimum 70 marks in presentation/demonstration will be evaluated for their financial bids. The marks of Technical Evaluation Scoring Criteria (QCBS) and Presentation /Demonstration shall be totalled and averaged out of 100 marks.

Stage 2: Financial bid opening and evaluation will be done for all those bidders who qualify the **Stage 1**.

Stage 3: - The bidder who emerges as **H1** on combined technical and financial evaluation (Stage 1 and 2) will be selected. The formula for Technical Evaluation Scoring QCBS and Financial Bid Scoring with examples is given for clarification.

The maximum marks (Total score) for technical evaluation will be 100. It would be normalized as under for each bidder: -

Total Score = $0.7 \times T(s) + 0.3 \times F(s)$ where *T(s)* stands for Technical score and *F(s)* for Financial score.

a) Technical Score calculation of Bidders (QCBS basis and Presentation /Demonstration)

The Highest Technical score of a Bidder (Arrived after averaging the marks of QCBS and Presentation /Demonstration) will be the Maximum Score. The bidder scoring the maximum score in the table below shall be allocated **T score** of 100.

T score of current bidder = $\text{Score of Current Bidder} \times 100 / \text{Maximum Score}$

For example

Bidder	Bidder Score	Maximum Score	T Score T(s)
A	90	90	$(90 \times 100 / 90) = 100$
B	85	90	$(85 \times 100 / 90) = 94.44$
C	80	90	$(80 \times 100 / 90) = 88.88$
D	70	90	$(70 \times 100 / 90) = 77.77$
E	68	90	Disqualified

The Financial bid of the bidders who qualify in Technical Evaluation, viz., bidders A, B, C and D shall be opened.

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b) Financial score calculation (F Score)

Financial Quote of Bidder

In case if a bidder (For e.g. 'C') quoted 55% for the first ₹20 Cr and for every 5 Cr incremental revenue above 20 Cr, the bidder will pay an additional 5% on the quoted revenue share percentage per 5 Crore incremental revenue generated subject to maximum 70% share payable to IRCTC:

Slabs	Annual Net Revenue (Excluding GST) generated through Payment aggregator services (after deducting PMC, Acquirer Charges)	Revenue Sharing with IRCTC in Percent (%)	Remarks
I	Upto Rs. 20 Cr.	55% (Base revenue share quoted)	
II	>20 Cr and ≤25 Cr	60% (Base revenue share quoted % + 5%)	On incremental revenue only
III	>25 Cr and ≤30Cr	65% (Base revenue share quoted % + 10%)	On incremental revenue only
IV	>30 Cr	70% (Base revenue share quoted % + 15%)	On incremental revenue only

For every 5 Cr incremental revenue above 20 Cr, the bidder will pay an additional 5% on the quoted revenue share percentage per 5 Crore incremental revenue generated subject to maximum 70% share payable to IRCTC.

For example, revenue generated in a Year is 40 Cr:

Sn	Annual Net Revenue (Excluding GST) generated through Payment aggregator services (after deducting PMC, Acquirer Charges)	Revenue Share value to IRCTC in Cr.	Percentage Revenue Share to IRCTC
1	Upto Rs. 20 Cr.	11.00	55%
2	>20 Cr and ≤25 Cr	3.00	60%
3	>25 Cr and ≤30Cr	3.25	65%
4	>30 Cr	7.00	70%
5	Total	24.25	

In percentage given in the illustration /example is only to explain the process. It may not be construed as the expected quote by IRCTC.

F Score of the current bidder = Revenue Share to IRCTC X 100/ Max. revenue share

For example

Bidder	Revenue Share to IRCTC (Cr.) based on % quoted in bid	Max. revenue Share in Cr.	F Score F(s)
A	25.15	25.75	$(25.15 \times 100 / 25.75) = 97.67$
B	25.75	25.75	$(25.75 \times 100 / 25.75) = 100$
C	24.25	25.75	$(24.25 \times 100 / 25.75) = 94.17$
D	23.45	25.75	$(23.45 \times 100 / 25.75) = 91.07$

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c) Composite Score

- i. Each bidder shall be awarded a Techno-Commercial Score (Composite Score) as under:
 - 70% weightage to **Technical Score (T Score)**
 - 30% weightage to Financial Score (**F Score**)
- ii. Composite Score shall be arrived at using the following formula:

Composite Bid Score of the bidder= (0.70 x T-Score) + (0.30 x F-Score)

Bidder	T Score	F Score	Composite Score
			0.7 x T(s) + 0.3 x F(s)
A	100	97.67	$(0.7 \times 100) + (0.3 \times 97.67) = 99.30$
B	94.44	100	$(0.7 \times 94.44) + (0.3 \times 100) = 96.10$
C	88.88	94.17	$(0.7 \times 88.88) + (0.3 \times 94.17) = 90.47$
D	77.77	91.07	$(0.7 \times 77.77) + (0.3 \times 91.07) = 81.76$

Composite Bid Scores upto 2 decimal points shall be considered for the purpose of ranking the bidders.

- iii. The bidder securing the highest composite Bid Score (Rank 1) shall be adjudicated as the most responsive bid for award of contract.
- iv. In the example, after Calculation of Composite Score **Bidder A** has got the highest composite score of 99.30, Hence, as per the above example, Bidder-A is the successful bidder.
- v. In the event of a tie in the composite bid scores, the bidder with the highest technical score (T Score) will be considered the Best Value Bidder for the contract award. If the technical scores are also tied, then the bidder with the higher experience in managing payment gateway/aggregator solutions will be deemed the successful Bidder for the contract award.

15. Project Term

The contract that may result from this tender process shall be issued for a term of Five (5) years from the date of issue of LOA. IRCTC Payments Ltd reserves the right to extend the Term for a period of Two (2) years subject to the IRCTC's discretion and satisfactory rendering of services.

16. Novation/Assignment

IRCTC will transfer the payment business of iPay to IRCTC Payments Limited after getting Payment aggregator license from RBI, and the contract will be changed in the name of IRCTC Payments Limited.

Release of Obligations: Upon successful novation, the original Party shall be released from all obligations and liabilities under this Agreement, and the new Party shall assume all rights, duties, and obligations in accordance with the terms of this Agreement.

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Any purported assignment or novation or delegation in violation of this clause shall be null and void.

Documentation: The Parties shall execute any necessary documentation to effectuate the novation and to reflect the agreement of all Parties involved.

17. Escrow/Nodal Bank Account

All transaction should be directly deposited to respective escrow/ nodal bank accounts as directed by IRCTC Finance Team.

18. Timelines for making the Project live

Selected bidder would require to setup the cloud and complete all takeover activities within 6 (six) months from the kick-off of the project including migration of data and application if its required.

19. Payment Schedules

- i. Payment would be provided on the monthly basis. The taxes would be paid at the prevalent rates.
- ii. The Successful Bidder must submit the invoice bills after compilation of the month/completion of activities.
- iii. Invoices submitted by the Successful Bidder must be complete in all respect as per taxation rules (i.e. Tax invoice as per GST rules clearly indicating Tax registration number, Service Classification, rate and amount of Tax shown separately).
- iv. The Successful Bidder should submit an Invoice, in the name of GGM-IT/1, IRCTC. Payment against the submitted invoice will be made within 30 days from the date of Invoice Submission. Payment will be made after receipt of proper invoice/bill and the concerned activity has been completed to the satisfaction of IRCTC.
- v. PMC (Payment Gateway Maintenance Charges) as per Payment Aggregator (MPP) Policy of e-ticketing portal, will be paid out to IRCTC e-ticketing merchants before sharing of revenue between IRCTC and Bidder for e-ticketing merchants /applications.
- vi. No advance payment will be made.
- vii. No interest will be paid for the delayed payment or part thereof.
- viii. All Taxes as per applicable rules from time to time will be deducted at applicable rates from all payments made by IRCTC.
- ix. IRCTC reserves the right to streamline the payment process based on tech inputs as being evolved.

20. Payment Terms

- i. The period of contract will be 5 years which is extendable for two more years on satisfactory performance.

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- ii. The revenue sharing payment will be made to Technical Service Provider within 30 days after receiving the GST compliant proper Tax Invoices on monthly basis. The Technical Partner will be paid on revenue share basis as per the quoted revenue share in the financial bid. The development, hosting, O&M of the service as per scope of work will be borne by the service provider and the net revenue (after deducting PMC and acquiring charges) from operation will be taken for revenue share calculation including any additional revenue through promotion or any other associated services /Passback/Loyalty etc. which will be implemented through incorporating additional changes in payment flow / integration or reconciliation.

Example: - The example is given with fictitious figures only for clarity of explanation.

Annual Revenue generated through Payment Gateway/ Aggregator Services and associated services, incentives etc.- 120 Cr.

Acquiring charges of Banks- 60 Cr.

PMC Charges for IRCTC- 20 Cr.

Net operational Revenue – 120- (60+20) = 40 Cr.

Revenue Sharing Percentage quoted by the bidder (Table-A)

Slabs	Annual Net Revenue (Excluding GST) generated through Payment aggregator services (after deducting PMC, Acquirer Charges)	Revenue Sharing with IRCTC in Percent (%)	Remarks
I	Upto Rs. 20 Cr.	55% (Base revenue share quoted)	
II	>20 Cr and <=25 Cr	60% (Base revenue share quoted % + 5%)	On incremental revenue only
III	>25 Cr and <=30Cr	65% (Base revenue share quoted % + 10%)	On incremental revenue only
IV	>30 Cr	70% (Base revenue share quoted % + 15%)	On incremental revenue only

For every 5 Cr incremental revenue above 20 Cr, the bidder will pay an additional 5% on the quoted revenue share per 5 Crore incremental revenue generated subject to maximum 70% share payable to IRCTC.

The below mentioned table shows the monthly net revenue generated (without taxes) in the same year as per the financial quote (After deducting PMC and Acquiring Charges). (Table-B)

Month	First Month Net Revenue	Second Month Net Revenue	Third Month Net Revenue
Revenue	7 Cr.	10 Cr.	13 Cr.
Cumulative Revenue So Far	7 Cr.	17 Cr.	30 Cr.
Applicable Slabs as per Financial Bid for IRCTC share	Lies in Slab I- 55%	Lies in Slab I- 55%	Distribution of 3 Cr. (upto 20 Cr.) as per Slab I- 55% Distribution of next 5 Cr. above 20 Cr. as

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			per 60% (55%+5%) i.e. 3 Cr. Distribution of next 5 Cr. above 25 Cr. as per 65% (55%+10%) i.e. 3.25 Cr.
Revenue for IRCTC	3.85 Cr.	5.50 Cr.	1.65 Cr. + 3 Cr. + 3.25 Cr.= 7.90 Cr

Payment for the 1st month to Technical Service Provider: as the net operational revenue generated in first month is 7 Cr., IRCTC share will be the 55% of 7 Cr. mentioned in the financial quote example (Table-A) as per first slab that is **3.85 Cr** and remaining share of **45%** which is 3.15 Cr will be the monthly payment to the technical service provider.

Payment for the 2nd month to Technical Service Provider:

As the net operational revenue generated in second month is 10 Cr.

Total revenue in this year so far is $7 + 10 = 17$ Cr. (which still lies in the first slab). Therefore, IRCTC share will be the 55 % share on value of 10 Cr. that is 5.50 Cr and remaining share 45% which is 4.50 Cr will be the monthly payment to the technical service provider for the second month.

Payment for the 3rd month to Technical Service Provider:

As the net operational revenue generated in third month is 13 Cr.

Total revenue in this year so far is $7 + 10 + 13 = 30$ Cr.

As slab one is upto **20 Cr.** and we are already utilizing this slab upto 17 Cr. (7+10) so-far. Now the remaining utilization of slab one is for 3 Cr. only.

Therefore, IRCTC share of 3rd month will be calculated as:

First Part: IRCTC share will be **55%** share of **3 Cr.** which is **1.65 Cr** as mentioned in the financial Quote example (Table-A).

Second Part: IRCTC share will be **60%** of next **5 Cr.** (above 20 Cr.) which is **3 Cr** as mentioned in the financial Quote example (Table-A).

Third Part: IRCTC share will be **65%** of next **5 Cr.** (above 25 Cr.) which is **3.25 Cr** as mentioned in the financial Quote example (Table-A).

Total IRCTC share for the third month is **7.90 Cr** and total pay-out to the technical service provider will be **5.10 Cr.**

21. Arbitration Clause

Settlement of dispute/Arbitration- In the event of any dispute or difference between the parties or in connection with this agreement including the validity thereof, the parties hereto shall endeavour to settle such dispute amicably in the first instance in accordance with the following matrix. The authorized representatives of each party will discuss and attempt to resolve the dispute within a period of 30 days from the occurrence of the event. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the parties hereto after following the escalation matrix in the manner set forth above, gives a notice to this effect, to the other party in writing. Thereafter such dispute shall be resolved in the matter set forth below:

- i. In the case any dispute, controversy or claim arising out of or relating to this agreement or any matter or issue arising there from which is unresolved by amicable settlement (Dispute) it shall be resolved in accordance with Arbitration and Conciliation Act 1996. Such dispute shall be referred to the sole arbitrator to be mutually appointed by the parties as per the provisions of Arbitration and Conciliation Act 1996.
- ii. In case the parties fail to appoint sole Arbitrator within 30 days, the dispute shall be referred to a three-member Arbitral Tribunal. One member each shall be appointed by both the parties. They shall, within 30 days of their appointment, mutually decide on the name of third Arbitrator. Arbitration proceedings shall be deemed to commence in accordance with the Arbitration and Conciliation act 1996. The award of the Arbitrator shall be final and binding on the parties to this agreement. The seat of Arbitration shall be New Delhi. The fees and expenses of the sole arbitrator or the Arbitration tribunal, as the case may be, and all other expenses of the arbitration shall be borne directly by the parties, subject to award of costs by the sole arbitrator or the Arbitral Tribunal.

22. Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics/pandemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive.

Neither party shall be held liable for failure to perform its obligations under this tender if such failure to perform its obligations is prevented, hindered or delayed by a Force Majeure, event or circumstance (whether of the kind described herein or otherwise) which is beyond

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the reasonable control, of a party and which make a party's performance of its obligations under the contract impossible or so impractical as to be considered impossible or so impractical as to be considered impossible under the circumstances.

If either party becomes aware of any circumstances of force majeure which give rise to any such failure or delay, or which appear likely to do so, that party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other party of the period for which it estimates that the failure or delay will continue.

Neither party shall be held liable in respect of any breach of the terms and conditions due to any event or circumstances beyond its reasonable control.

23. Indemnity clause

- i. The Technical Service Provider shall indemnify and protect the purchaser from and against all actions, suits, proceedings losses, costs, damages, charges, claims and demands of every nature and description brought against or recovered from IRCTC/Railways by reasons of any act or omission of the contractor, his agents or employees, in the execution of the works or in the guarding of the same.
- ii. Total financial liabilities of the bidder arising out of breach of contractual obligations shall not exceed the value of contract and shall be limited to direct damages. However, any liabilities arising out of breach of any obligation(s) commonly applicable in Indian or International law or regulation or intellectual property right infringements etc., shall not be limited by this agreement and the bidder shall be solely and completely responsible for any such violation on his part
- iii. During the tenure of this Contract nothing shall be done by vendor in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep IRCTC indemnified in this regard.
- iv. The Vendor shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify IRCTC from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against IRCTC under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

24. Exit clause

IRCTC reserves the right to terminate the Agreement by giving the bidder a six (6) month notice indicating its intention to terminate the Contract/Agreement under the following circumstances:

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- i) In case, during reviews of the performance by IRCTC before expiry of Contract, IRCTC decides to exit the relationship on any count, IRCTC can do so by giving a notice for a period of six (6) months to the Bidder during this period the bidder must ensure smooth transition to a new Bidder.
- ii) In case, The Technical Service Provider decides to terminate the relationship with IRCTC, they can withdraw from this contract with the approval of IRCTC by giving six (6) months' notice with suitable reasons. In the aforesaid event, IRCTC will be liable to return the Security deposit after recovering the dues, if any.
- iii) Also, in both cases, the Bidder shall be contractually bound to stay on at same rates until smooth transition to a new Bidder is achieved. It will be binding up on the bidder to do the Knowledge transfer to the subsequent bidder whenever IRCTC awards the contract on expiry or termination of the contract. All precautions and cooperation for complete data migration (including card tokens) and switchover will be provided by the bidder till the migration process is completed. The payment for the last quarter of the contact period to the bidder will be done after successful migration to the new partner.

25. Termination for default

In the event of default(s) mentioned hereunder, IRCTC may issue a notice to the bidder to remedy or make good such breach within 30 days and in spite of such notice in writing, if the bidder fails to remedy the breach, it shall be lawful for IRCTC to terminate the contract with forfeiture of security deposit/PBG. The bidder shall also be debarred from participating in future projects of IRCTC. The decision of IRCTC shall be final and binding on the bidder.

The following action of successful bidder shall be treated as serious default on the part of successful bidder:

- i. Where it comes to IRCTC's knowledge that the bidder is in a position of actual conflict of interest with that of IRCTC, in relation to any of terms of the Bidder's bid or the Contract/Agreement.
- ii. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter alia the filing of any bankruptcy proceedings against the bidder, any failure by the bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the bidder or the happening of any such events that are averse to the commercial viability of the bidder.
- iii. Regular non-performance in terms of payment success, compliances and breach of contract will be a reason of termination after giving due notice.
- iv. Withdrawal from the project after receiving the purchase order/LoA.
- v. Leaving the contract in-between at any time during the project implementation and support period without proper notice and migration support.
- vi. Non-delivery of project during support period, after receiving of purchase order

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- vii. Wrong information supplied.
- viii. Wilful Negligence in responding to IRCTC related to the performance and scope of work under this project.
- ix. Any other act which is against the interest of IRCTC.
- x. Fails to adhere to time line graph and performance parameters given by IRCTC.
- xi. Any material alteration in the scope of work without the authorization of IRCTC and / or competent authority.
- xii. Violation of any RBI regulations / Guidelines directly attributed to technical service provider.
- xiii. Fails to provide such documents/information required by IRCTC to satisfy regarding operation of the project.
- xiv. Restrictions on the bidder's business due to imposition of constraints by Regulatory or Statutory or Law Enforcement Authority depending upon severity and merit as assessed by IRCTC.

Any of the above-mentioned events shall constitute an event of default by the successful bidder and shall be treated as 'defaulter' and IRCTC shall have the right to take appropriate action against the defaulter including but not limited to:

- a) Confiscate the Performance Bank Guarantee and/or Security Deposit, and/or
- b) Stop any payment to defaulter pending for delivery against the services.
- c) Debar the defaulter from any engagement with IRCTC for a period of 3 Years or as decided by IRCTC.
- d) Termination of contract in whole or part thereof.

The decision of IRCTC shall be final and binding on the bidder.

26. Service Level Agreements

The Service Levels mentioned below are expected to be delivered by the Bidder during the course of the Project. This Service Level Agreement between the IRCTC and the successful Bidder will become part of the Agreement signed between the two parties.

Online Payment industry is rapidly changing with fast inputs of technology. This RFP contains many good to have features which are to be enabled as per Merchant requirements. The SLA covers the core features of payment aggregator.

Following outlines, the key performance requirements for the Project, which needs to be ensured by the Bidder. These performance requirements shall be strictly imposed, and a continuous monitoring would be done to ensure the performance of the iPay Core Solution and other applications against the target performance metrics which have been logically segregated in the following categories:

- a. Functional Availability**
- b. Help Desk**
- c. Project Timeline**
- d. Security Compliances, Audits and IT Infrastructure**

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27. Planned and Unplanned Downtime and Service Level Penalty:

Planned Downtime: Technical Service Provider should be having a provision for planned maintenance activity for which the service provider shall inform to IRCTC well in advance. The maximum window for such maintenance shall not exceed 12 hours in six months with a single block not exceeding 4 hours at a stretch. The downtime period taken for the planned maintenance activity shall be made available only during off-peak hours and as advised by IRCTC. The downtime period taken for planned maintenance activity shall not be reckoned for calculating the Uptime availability of the services. Extra downtime will be treated as un-planned.

Un- Planned Downtime and Service Level Penalty: Bidder should guarantee an uptime of 99.95% on monthly basis. In case uptime falls below the guaranteed level, IRCTC will impose Damages for Service Failure. Beyond this, damages for Service Failure will be deducted from the vendor's invoices. It does not include Card network failure at acquirer and merchant end.

A Penalty no. is mentioned in “Penalty” column in the table below against each SLA. These numbers refer to the S. No. in the penalty table.

a) Functional Availability

#	SLA Parameter	Target Performance	Description	Penalty
Application availability and performance				
1	Availability of Payment application and Production dashboard. The TSP shall provide a real-time monitoring dashboard that displays the uptime, downtime, and performance fluctuations of the payment processing system. The dashboard must capture and report any disruptions in the backend services, frontend SDK, or Payment Page that result in a complete unavailability of payment processing for end customers. Such incidents shall be classified as downtime	99.95%	Penalty in case of Un-Planned Downtime.	1

b) Helpdesk

#	SLA Parameter	Target Performance	Description	Penalty
1	MTTR – (Mean Time To resolve)	For Severity 1 , within 40 min. of the reporting to the bidder Severity 2 within 3 hours of	Note: In case Bidder requests for any time extension in resolving the incident, the Bidder needs to take	2

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#	SLA Parameter	Target Performance	Description	Penalty
		problem reporting to bidder Severity 3 within 6 hours of problem reporting to bidder. Severity 4 within 2 Working Days of problem reporting to bidder.	prior approval from IRCTC. IRCTC holds the right to accept or reject the request and accordingly penalties will be levied.	

In Context to the “Helpdesk” Table as above the Severity Levels are defined as:

Severity	Definition
Severity 1	<ul style="list-style-type: none"> a) Non-availability of the Payment solution to end user (Infrastructure and Application) b) PG / Production Environment is down, or critical malfunction resulting in an inoperative condition or disrupts critical business functions and requires immediate attention. c) Technical Issues (Payment / Operational) raised by Merchant. d) Technical Issues (Payment / Operational) related to Acquirers/ Payment Providers.
Severity 2	<ul style="list-style-type: none"> a) Disaster Recovery, Cyber Security Incidents Reporting (Resolution as per criticality), Security/Data breach and similar incidents b) Backup & Recovery, Vulnerability Assessment. c) Escalated Customer complaint.
Severity 3	<ul style="list-style-type: none"> a) Reconciliation Issues Financial impact on IRCTC b) Refund Issue: Direct or indirect impact on customer satisfaction. c) Delay/ wrong Payout incidents d) Operational application/ dashboard is down, or critical malfunction resulting in an inoperative condition or disrupts critical business functions and requires immediate attention and impacting on processing of normal business activities e) Compliance Issues f) Details of Activity logs. g) Audit Issues h) No work-around or manual process available.
Severity 4	No major impact on processing of normal business activities i.e. Customize Reports etc.

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c) Project Timelines and Integrations

#	SLA Parameter	Target Performance	Description	Penalty
1	Takeover of the existing payment gateway solution (IRCTC iPay) (with complete data or Application migration)	6 Months	Must be completed within 6 months of the award of LOA to the Bidder. Bidder is responsible for the provisioned and set up cloud environment's maintenance, Data / Application migration (if any) monitoring and operations.	3
2	New Merchant technical integration along with recon. and Refund	2 Months	with proper support from Merchant, variations to be informed to IRCTC. (maximum two merchants' integration offered simultaneously)	4
3	New Acquirer technical integration along with recon. and refund	2 Month	with proper support from Acquirer, variations to be informed to IRCTC. (maximum two acquirers integration offered simultaneously.)	5

d) Security Compliances, Audits and IT Infrastructure

#	SLA Parameter	Target Performance	Description	Penalty
1	Availability of Root Cause Analysis (RCA) for Severity 1 & 2	Within 7 working days	-	6
2	Any financial loss due to Penalty imposed by any regulatory agency due to non-fulfilment of any compliance.	Zero financial loss to IRCTC	These compliances should be restricted to technology like (PCIDSS, Tech. vulnerability, Data security, Operational efficiency) where issue is directly attributed to bidder.	7
3	Any financial loss due to Chargeback	Zero financial loss to IRCTC	in case of any technical glitch or operational delay / failure at bidders end	8
4	Security breach including Data Theft/Loss/Corruption/unauthorized access/ technical vulnerability/malware	No breach and Zero financial loss to IRCTC	Any incident in system was compromised or any case wherein Data Theft/Loss/Corruption/unauthorized access/ technical vulnerability	9

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28. Penalties

Penalty table includes penalty that would be levied on Bidder on non-achievement of SLAs. Slabs have been created for each SLA and penalty would be imposed on Bidder as per the SLA achievement/ non-achievement for the period under consideration.

Any representation for assigning of responsibilities for failures will be dealt by GGM/IT on representation of the TSP after producing necessary documents. The parties can appeal to one stage higher and the decisions will be final and to be abided by the parties.

Total Monthly Penalty Amount: The total amount of Penalty imposed by IRCTC, under this Contract shall not exceed 10% of the total Monthly payment to the Bidder.

Penalties are mentioned as a percentage of certain components of cost.

Penalty #	Description	Penalty Description On Unplanned downtime										
1	Availability of Payment application and production dashboard.	<table><tr><th>Uptime % per month</th><th>Penalty as % of the Monthly payment from the Bidder's invoice</th></tr><tr><td>>=99.95</td><td>0%</td></tr><tr><td>>=99.90 and <99.95</td><td>2 %</td></tr><tr><td>< 99.90</td><td>4%</td></tr></table> <p>If the uptime (%) per month is less than 99.90% for 3 consecutive months, IRCTC reserves the right to review and terminate the contract.</p> <p>If more than 30 min. outage at a stretch this penalty will be invoked for each instance.</p>	Uptime % per month	Penalty as % of the Monthly payment from the Bidder's invoice	>=99.95	0%	>=99.90 and <99.95	2 %	< 99.90	4%		
Uptime % per month	Penalty as % of the Monthly payment from the Bidder's invoice											
>=99.95	0%											
>=99.90 and <99.95	2 %											
< 99.90	4%											
2	MTTR – (Mean Time To resolve)	<p>Penalty will be levied as per the following table: -</p> <table><tr><th>Incidents (severity wise)</th><th>Penalty per incident</th></tr><tr><td>Severity 1</td><td>Rs. 50000/- per hour per instance beyond 40 Min.</td></tr><tr><td>Severity 2</td><td>Rs. 25000/- per hour per instance beyond 3 hrs.</td></tr><tr><td>Severity 3</td><td>Rs. 10000/- per hour per instance beyond 6 hrs.</td></tr><tr><td>Severity 4</td><td>Rs. 2000/- per day beyond 2 working days.</td></tr></table>	Incidents (severity wise)	Penalty per incident	Severity 1	Rs. 50000/- per hour per instance beyond 40 Min.	Severity 2	Rs. 25000/- per hour per instance beyond 3 hrs.	Severity 3	Rs. 10000/- per hour per instance beyond 6 hrs.	Severity 4	Rs. 2000/- per day beyond 2 working days.
Incidents (severity wise)	Penalty per incident											
Severity 1	Rs. 50000/- per hour per instance beyond 40 Min.											
Severity 2	Rs. 25000/- per hour per instance beyond 3 hrs.											
Severity 3	Rs. 10000/- per hour per instance beyond 6 hrs.											
Severity 4	Rs. 2000/- per day beyond 2 working days.											

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Penalty #	Description	Penalty Description On Unplanned downtime	
3	Takeover of the existing payment gateway solution (IRCTC iPay) (with complete data or Application migration)*	Takeover/Migration Time	Penalty
		<= 6 months	No Penalty
		>6 months and <=9 months	10% of the first payment made to bidder
		> 9 Months	IRCTC reserve the right to terminate the contract and security deposit will be forfeited
If the delay attributed to bidder.			
4	New Merchant technical integration along with recon. and Refund	If there is a delay in merchant integration due to the bidder's fault, then penalty of Rs.1 lakhs per merchant integration per month will be levied on the bidder from 3 rd month onwards.	
5	New Acquirer technical integration along with recon. and Refund	If there is a delay in Acquirer integration due to the bidder's fault, then penalty of Rs. 1 lakhs per Acquirer integration per month will be levied on the bidder from 3 rd month onwards.	
6	Availability of Root Cause Analysis (RCA) for Severity 1 & 2	Penalty of Rs. 10,000 Per incident if RCA not provided within 7 working days.	
7	Any financial loss due to Penalty imposed by any regulatory agency due to non-fulfilment of any compliance.*	Financial loss Amount due to penalty imposed where issue is directly attributed to bidder will be borne by bidder.	
8	Any financial loss due to Chargeback*	Financial loss Amount due to chargeback, where issue is directly attributed to bidder will be borne by bidder.	
9	Security breach including Data Theft/Loss/Corruption/unauthorized access/ technical vulnerability/malware etc*	Any financial loss occurred due to this, will be borne by the bidder (where issue is directly attributed to bidder)	

** Not covered under penalty not exceed 10% of the total Monthly payment to the Bidder.*

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Bid Document Part-II: Annexures of the Tender

Annexure-I- Financial Bid

Financial Bid

Slabs	Annual Net Revenue (Excluding GST) generated through Payment aggregator services (after deducting PMC, Acquirer Charges)	Revenue Sharing with IRCTC in Percent (%)	Remarks
I	Upto Rs. 20 Cr.	(Base revenue share to be quoted)	
II	>20 Cr and <=25 Cr	(Base revenue share quoted % + 5%)	On incremental revenue only
III	>25 Cr and <=30Cr	(Base revenue share quoted % + 10%)	On incremental revenue only
IV	>30 Cr	(Base revenue share quoted % + 15%)	On incremental revenue only

For every 5 Cr incremental revenue above 20 Cr, the bidder will pay an additional 5% on the quoted revenue share percentage per 5 Crore incremental revenue generated subject to maximum 70% share payable to IRCTC.

Bidder:

Signature

Name of the Authorized

Signatory.....

Designation:

Company Seal

Date:

Note: The Financial Bid Quote is to be submitted strictly under the Financial Bid Section of the Tender Wizard in the prescribed Excel format only. The filled financial quote is not to be submitted anywhere else in tender Wizard i.e. Technical Bids, Vendor generic Docs to expose the rates before opening of the financial bid and such bids will be summarily rejected.

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Annexure-II: Tender Offer Form

**To,
The Group General Manager (IT-1),
Indian Railway Catering and Tourism Corporation (IRCTC) Ltd
2nd Floor, Tower-D, World Trade Centre,
Nauroji Nagar, New Delhi- 110029.**

Respected Madam/Sir,

Subject: Tender Offer Form.

Reference: Open e-tender no. E-Tender No. dated.....

We, M/s..... having read, examined and understood in details all the conditions of above referred e-tender “**Selection of Technical Service Provider for end-to-end services for providing Payment Aggregator / Payment Gateway and associated services including hosting, upkeep, develop, operate, maintain & upgrade for IRCTC Payment Gateway solution (iPay) for a period of 5+2 years**” at the rate quoted by us in the Financial bid and hereby bind ourselves to complete the work in all respects with the service period mentioned in the tender document. We hereby agree to abide by the scope of work and all the term and conditions of the tender document that include **Scope of Work, Special Conditions (SCC), and General Conditions of contract (GCC)** of the above referred tender.

We also agree to keep this offer open for acceptance for a period of **180** (One Hundred and Eighty) days from the date of opening of this tender.

We also agree that until a formal agreement is prepared and executed, the issuance of purchase order shall constitute a binding contract between us as per the terms and conditions of the tender document subject to modification, as may be mutually agreed to between us as indicated in the letter of acceptance of our offer for this work.

Bidder's Details are given as under:

S. No.	Description	To be filled in by bidder
1.	Full name of the Bidder Entity	
2.	Full address, telephone numbers, fax numbers, and email address of the Primary office of the Bidder Entity	
3.	Name, designation, contact numbers, email and full address of the Chief	

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	Executive Officer or equivalent of the bidder's entity.	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender.	
5.	Name, designation, full office address, including telephone number(s) and email, of the person who is authorized to submit the bid with his/her signatures (i.e. authorized signatory).	
6.	Name, designation and full address of the person dealing with the tender, his/her telephone, mobile, Fax and email address	

Bidder:

Signature

Name of the Authorized Signatory.....

Designation:

Company Seal

Date:

IRCTC

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Annexure-III: Document Checklist and Format (Technical Bid)

Bidders are required to furnish the following documents in proper sequence. These documents shall be referred by IRCTC for evaluation of the bid against 'Qualification Criteria for the Bidder'.

[ALL DOCUMENTS LISTED IN THIS CHECKLIST ARE MANDATORY]

S. N.	Documents to be submitted by the bidder	Tender Reference/ Format under SCC	File Name of each document furnished by the bidder in its Technical bid against the corresponding requirement. (To be filled-in by the bidder)
1.	Tender Offer Form, duly filled-in	Annexure-II	
2.	Integrity Pact, duly filled in and signed by authorized signatory with witness signature.	Annexure-X (To be submitted by Single bidder or All consortium members with Signatures including Witness signature)	
3.	Proprietorship Firm Self-Declaration on Rs. 10 Stamp Paper Partnership Firm/LLP Copy of Partnership Deed with copy of Registration Incorporated Company Copy of Certificate of Incorporation, Memorandum and Articles of Association.	Clause no. 13 A (i) of 'Eligibility Criteria' for the Bidder of Part-I SCC. And Clause no. 13. B (i) 'Technical evaluation scoring criteria (QCBS)' based on number of years of existence of the company.	
4.	Copy of a) GST Registration Certificate, and b) PAN Card	Other documents required (wherever applicable) (To be submitted by Single bidder or All consortium member)	
5.	Copy of CA Certificate, clearly mentioning the Annual Turnover from online payment related business/Technical Service provider for online payment services and may include Software/IT services in any Financial year out of the last three	Clause no. 13 A (ii) of 'Eligibility Criteria' for the Bidder of Part I SCC and Clause no. 13 B. 'Technical evaluation scoring criteria (QCBS)' based on turnover.	

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	Financial Years –2022-23, 2023-24 and 2024-25. Note: In CA Certificate UDIN Number is mandatory. CA Certificate without UDIN No. will not be considered.		
6.	Self-declaration that the bidder must possess a proven technology platform and have experience of managing Payment Gateway/Aggregator solution for a minimum of 3 financial years (FY 2022-23, 2023-24 and 2024-25)	Clause no. 13 A (iii) of ‘Eligibility Criteria’ for the Bidder of Part I SCC and Clause no. 13. B(iii) ‘Technical evaluation scoring criteria (QCBS)’ for number of years of experience. As per Annexure XII	
7.	Client Certificate / Client email in the format given as Annexure XIII showing daily average transaction, VAS and faster Go To Market (GTM). Demo of Live Dashboard during presentation.	Clause no. 13 A (iv), Clause no. 13 A (v) of ‘Eligibility Criteria’ for the Bidder And Clause no. 13 B ‘Technical evaluation scoring criteria (QCBS)’ for no. of transactions, VAS and GTM. As per Annexure XIII	
8.	Document Required – CSP/CSP Partner Certificate/ Email indicating the period (As per Annexure XIV) OR Monthly CSP invoices / dashboard screen shots of any six months covering the two years period from last 2 financial years (FY 2023-24 and 2024-25) along with Self-declaration (As per Annexure XII). OR Client Certificate/ Email mentioning experience of hosting and maintenance in a MeitY empanelled Tier 3 or above Category hyper scale cloud for last 2 financial years (FY 2023-24 and 2024-25) (As per Annexure XIII)	Clause no.13 B (v) “Technical Evaluation Scoring Criteria (QCBS)” for the Bidder of Part I SCC showing experience in cloud hosting and maintenance with MeitY-empanelled Tier 3 or above hyperscaler public cloud. As per Annexure XIV /XII/ XIII	

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	OR PCI-DSS Attestation of Compliance (AOC) Report (s) (From Start Date to End Date) proving Cloud Hosting for a cumulative period for at least six months in the last two financial years of 2023-24 and 2024-25 along with Self-declaration (As per Annexure XII).		
9.	Company Profile with profile/CVs of Key Personnel. Declaration by Company CEO/ HR head or CA certificate mentioning the number of personnel on rolls.	Clause no.13 A (vi) of 'Eligibility Criteria' for the Bidder of Part-I SCC and Clause no.13 B. 'Technical evaluation scoring criteria (QCBS)' on number of personnel on rolls.	
10.	Copy of Certificates of Audits (PCI DSS)	Clause no. 13 A (vii) of 'Eligibility Criteria' for the Bidder of Part-I SCC and Clause no.13 C. 'Presentation/ Demonstration' scoring criteria	
11.	Self-Certification with a brief on all mentioned modules. The functioning modules will have to be demonstrated in the evaluation of technical presentation / demonstration stage.	Clause no.13 A (viii) of 'Eligibility Criteria' for the Bidder of Part-I SCC To be demonstrated in the Clause No.13 C during 'Presentation/Demonstration' stage. As per Annexure XII with attachments	
12.	Self-Declaration clearly indicating transaction processing capacity (TPS) and later the live-demo of existing tech platform will be done through software tools used by the bidder*. (Latency, response time, error rate, CPU and memory exhaustion beyond 80% will be assessed during the presentation / Demo).	Clause no. 13 A (ix) of 'Eligibility Criteria for the Bidder' of Part-I SCC. To be demonstrated in the Clause No.13 C during 'Presentation/Demonstration' stage for assessing scalability. As per Annexure XII with attachments	
13.	Declaration on Blacklisting/Debarment	Annexure-IV (To be submitted by Single bidder	

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		or All consortium members) as mandatory document.	
14.	Certificate/Declaration under Rule 144 (xi) in the General Financial Rules (GFRs), 2017	Annexure-VIII (To be submitted by Single bidder or All consortium members duly striking out non-applicable items)	
15.	Consortium Agreement Format	Annexure-XI	



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Annexure-IV: Declaration on Blacklisting/Debarment

**To,
The Group General Manager (IT-1),
Indian Railway Catering and Tourism Corporation (IRCTC) Ltd
2nd Floor, Tower-D, World Trade Centre,
Nauroji Nagar, New Delhi- 110029.**

Respected Madam/Sir,

Sub: Declaration on Blacklisting/Debarment

Ref: E-tender No. dated for

We hereby undertake that-

- 1) We are not currently blacklisted or have appeared our name in the negative / black list of any public sector undertaking /Government organization from the last three years to the date of opening of the bid for any breach of applicable laws or violation of regulatory prescriptions or breach of agreement.
- 2) We have not been defaulted by any bank/ financial institute.
- 3) We have never been under debarment for violation of DPIIT Order No. P-45021/2/2017-PP (BE-II) dt. 16.09.2020 or such previous orders/subsequent orders of DPIIT.

Bidder:

Signature

Name of the Authorized Signatory.....

Designation:

Company Seal

Date:

Annexure-V: NDA

(To be executed on Non-Judicial Stamp Paper of Rs. 100 value by the successful bidder)

CONFIDENTIALITY - CUM - NON DISCLOSURE AGREEMENT (NDA)

THIS NON-DISCLOSURE AGREEMENT is made on this day (date) of (Year)

By and between

‘Indian Railway Catering and Tourism Corporation Limited’, incorporated under the Companies Act, 1956/2013 and a Public Sector Undertaking (PSU) under Ministry of Railways, having its Corporate Office at Indian Railway Catering and Tourism Corporation Limited, 2nd Floor, Tower-D, World Trade Centre, Nauroji Nagar, New Delhi – 110029 (hereinafter referred to as “**IRCTC**” which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors, representatives, and permitted assigns) of the FIRST PART.

And

.....<Name incorporated/registered> under the.....<Name of the Act> having its registered/corporate office at (herein referred to as “**Recipient**” which expression shall unless repugnant to the context or meaning thereof, includes its successors, assigns, administrators, liquidators and receivers) of the SECOND PART.

WHEREAS

A. Recipient’s services have been hired by IRCTC for (Authorized purpose) vide Agreement/Purchase/Work Order No..... dated.....

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions:

- a) The term “Confidential Information” shall include, without limitation, all technical and non-technical information and materials, furnished by IRCTC or any of its associated partners on behalf of IRCTC to the Recipient in connection with IRCTC products and services including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all information marked as ‘Confidential’ or ‘Sensitive’ or ‘Proprietary’, customer & prospect lists, personal data of IRCTC employees and its customers, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to IRCTC products and services. Results of any information security audits, tests, analysis, extracts or usages carried out by the Recipient in

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connection with the IRCTC's products and/or services, IT infrastructure, etc. shall also be considered Confidential Information.

- b) The term "IRCTC products" shall include all such products, goods, services, deliverables, which are subject to deliver, install and/or be maintained by the Recipient under the Agreement.

2. Protection of Confidential Information. Recipient affirms that it shall:

- a) Use the Confidential Information only to the extent necessary to accomplish '*Authorized purpose*' and in accordance with the terms and conditions contained herein;
- b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the recipient takes to protect the confidentiality of its own proprietary and confidential information and that of its other clients;
- c) Not make or retain copy of any details of products and/or services, prototypes, business or marketing plans, Client lists, Proposals developed by or originating from IRCTC or any of the prospective clients/partners of IRCTC.
- d) Not make or retain copy of any details of results of any information security audits, tests, analysis, extracts or usages carried out by the Recipient in connection with the IRCTC's products and/or services, IT infrastructure, etc. without the express written consent of IRCTC.
- e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the IRCTC;
- f) Immediately notify IRCTC in writing upon the discovery of any loss or unauthorized disclosure of any confidential information.
- g) Return to the IRCTC, or destroy, at IRCTC's discretion, any and all Confidential Information disclosed in a printed or electronic form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of IRCTC therefor.
- h) Not send IRCTC's information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of the IRCTC.
- i) Use only the best possible secure methodology to avoid confidentiality breach, while handling confidential data of IRCTC for the purpose of storage, processing, transit or analysis including sharing of information with IRCTC.
- j) Not to engage or appoint any non-resident/foreigner to undertake any activity related to Information Security Audit in respect of IRCTC/ Government/ critical sector organization. Only the man power declared to CERT-In shall be deployed to carry out such audit related activities.
- k) Not discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between the Recipient and IRCTC or the nature of services to be provided by Recipient to IRCTC.

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- 1) Make sure that all the employees and/or consultants engaged by Recipient to undertake any audit or services as part of '*Authorized purpose*' as specified above on its behalf have signed the mandatory non-disclosure agreement.
3. **Permitted disclosure of Confidential information:** If the recipient is requested/required to disclose confidential information by law enforcement or similar Government agencies mandated under the law, it is agreed that the receiving party shall provide IRCTC with prompt notice of any such request or obligation so that IRCTC may seek an appropriate protective order and or wave the recipient compliance with the provision of this agreement.
4. **Title and Proprietary Rights:** Notwithstanding the disclosure of any confidential information by IRCTC to the recipient, the title and all intellectual property and proprietary rights in the confidential information shall remain with IRCTC. The provisions of this agreement are necessary for the protection of the business goodwill of IRCTC and are considered by IRCTC to be reasonable for such purposes. Recipient agree that any breach of this agreement will cause substantial and irreparable damages to IRCTC.
5. **Exceptions.** The Confidentiality obligations as enumerated in Article 2 of this Agreement shall not apply in following cases:
 - a) Which is independently developed by Recipient or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b) After it has become generally available to the public without breach of this Agreement by Recipient; or
 - c) Which at the time of disclosure to Recipient was known to such party free of restriction and evidenced by documents in the possession of such party; or
 - d) Which IRCTC agrees in writing is free of such restrictions.
 - e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
6. **Onus.** Recipient shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
7. **Remedies.** Recipient acknowledges that any actual or threatened disclosure or use of the Confidential Information by Recipient would be a breach of this agreement and may cause immediate and irreparable harm to IRCTC or to its clients/partners; Recipient affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by IRCTC / its clients/partners may be impossible to calculate and compensate fully. Therefore, Recipient acknowledges that in the event of such a breach, IRCTC shall be entitled to specific performance by Recipient of its obligations contained in this Agreement. In addition, Recipient shall compensate the IRCTC for the loss or damages caused to the IRCTC actual and liquidated damages which may be demanded by IRCTC. Liquidated damages not to exceed the Contract value. Moreover, IRCTC shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of this agreement by Recipient. All

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rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.

- 8. Need to Know.** Recipient shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the IRCTC. No information relating to IRCTC shall be hosted or taken outside the country in any circumstances.
- 9. Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
- 10. Ownership:** The confidential information is the property of IRCTC or its associates or advisors. Nothing in this agreement shall be construed as granting any property rights, by license or otherwise, to any confidential information disclosed pursuant to this agreement or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such confidential information. The recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any confidential information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of confidential information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. The confidential information may pertain to prospective or unannounced products. The recipient agrees not to use any confidential information as a basis upon which to develop or have a third party develop a competing or similar product.
- 11. No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 12. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 13. Publicity:** The recipient must not make any press or other public statements (which includes announcements and releases) relating to this agreement, the confidential information and the authorized purpose.
- 14. Forum:** The recipient shall agrees to the exclusive jurisdiction of courts at New Delhi, India to adjudicate any dispute arising out of or in relation to this agreement.

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- 15. Communications:** Written communications requesting or transferring proprietary information under this agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

(Recipient)

(Recipient's Address)

- 16. Notices:** any notice required by this agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to.....

.....
(IRCTC's Address)

If to Recipient:

(Recipient)

(Recipient's Address)

- 17. Headings:** Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent

- 18. Governing Law.** This Agreement shall be interpreted and governed in accordance with the substantive and procedural laws of India

- 19. Entire Agreement.** This Agreement constitutes the entire agreement between the parties on this subject, and supersedes all previous communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.

- 20. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

- 21. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

- 22. Severability.** If any provision of this Agreement shall for any reason, be held invalid, inoperative, illegal or unenforceable for any reason, such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect or impair the validity, operation, legality or enforceability of the remaining provisions of this Agreement, unless removal of the invalidated provision renders the other provision impossible to implement or inconsistent with the intent of the Parties. It is further agreed that in the event of any provision being held invalid, inoperative or unenforceable, such provision shall be replaced by mutually acceptable provision of the Parties.

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- 23. Waiver.** Waiver by either party of breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.
- 24. Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.
- 25. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years, Recipient shall not solicit or attempt to solicit IRCTC's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct business similar to IRCTC with any employee and/or consultant of the IRCTC who has knowledge of the Confidential Information, without the prior written consent of IRCTC.
- 26. Term.** This Agreement shall come into force on the date of its signing by both the parties and shall be valid up to year.

IN WITNESS WHEREOF, and intending to be legally bound, the duly authorized representatives of parties have executed this Agreement to make it effective from the date and year first written above.

For and on behalf of IRCTC	For and on behalf of RECIPIENT
Name of the Organization: Indian Railway Catering and Tourism Corporation Limited (IRCTC)	Name of the Organization:
Sign:	Sign:
Name:	Name:
Designation:	Designation:
Witnessed by:	Witnessed by:
Sign:	Sign:
Name:	Name:
Designation:	Designation:

Annexure-VI: PBG

Proforma for Performance Bank Guarantee (PBG)

**To,
The Group General Manager (IT-1),
Indian Railway Catering and Tourism Corporation (IRCTC) Ltd
2nd Floor, Tower-D, World Trade Centre,
Nauroji Nagar, New Delhi- 110029.**

Respected Madam/Sir,

Bank Guarantee No.: _____
Date of Issue: _____
Amount of Guarantee: _____
Date of Expiry: _____
Last Date of Lodging of Claim: _____

In consideration of the Indian Railway Catering and Tourism Corporation Limited, 2nd Floor, Tower-D, World Trade Centre, Nauroji Nagar, New Delhi – 110029 (hereinafter called “IRCTC”), having awarded the Purchase Order No. _____ dated _____ to _____, having its office at _____ (hereinafter called “The said Contractor (s)”), under the terms and conditions of IRCTC’s E-tender No. dated _____ for “.....” (hereinafter called “the said contract”) we, _____ (hereinafter referred to as the bank) at the request of _____ Contractor (s) do hereby undertake to pay IRCTC an amount not exceeding Rs. _____/- (Rupees _____only) against any loss or damage caused to or suffered or would be caused to or suffered by the IRCTC by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Contract.

- 1) We _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the IRCTC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IRCTC by reason of breach by the said Contractor (s) or any reason of the Contractor (s) failure to perform the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____only).
- 2) We undertake to pay to the IRCTC any money as demanded notwithstanding any dispute or disputes raised by the Contractor (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) shall have no claim against us making such payment.
- 3) We _____ further agree that the guarantee herein sustained shall remain in full force and effect during the period would be taken for the performances of the said contract and that it shall continue to be enforceable till all the dues of IRCTC under or any virtue of the said contract have been fully paid and its claims satisfied or discharged or till the IRCTC

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certified that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless demand of claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

- 4) We _____ further agree with the IRCTC that the IRCTC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercised by the IRCTC against the said Supplier(s) and to forbear or of enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor (s) or for any forbearance act or omission on the party of the IRCTC or any indulgence by the IRCTC to the said Contractor (s) or any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so reliving us.
- 5) At any time during the period in which this Guarantee is still valid, if the Contractor fails to perform the Works in accordance with the contract or fails to discharge himself of the liability of damages or debts, it is understood that the bank will extend this Guarantee under the same conditions from the required time on demand by the IRCTC and of the cost of the Contractor.
- 6) This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor (s).

NOTWITHSTANDING anything to the contrary contained herein: -

- i. Our Liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees _____ only).
- ii. This Bank Guarantee shall be valid up to _____ and

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the IRCTC serve upon us a written claim or demand on or before _____ (Date of expiry of the Bank Guarantee).

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Annexure-VII: Service Agreement

(To be executed on Non-Judicial Stamp Paper of Rs. 100 value by the successful bidder)

SERVICE AGREEMENT FORMAT

THIS AGREEMENT is made on this _____ day of _____ 20__

BETWEEN

The Indian Railway Catering and Tourism Corporation Limited (IRCTC) (hereinafter referred to as “the Purchaser”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

The Party _____ (hereinafter referred to as “the Contractor”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns having its registered office at _____ of the Second Part.

WHEREAS

The Purchaser had invited Tenders vide their Tender No. **2024/IRCTC/ITC/** (hereinafter referred to as ‘Tender Document’) for “**Selection of Technical Service Provider for end-to-end services for providing Payment Aggregator / Payment Gateway and associated services including hosting, upkeep, develop, operate, maintain & upgrade for IRCTC Payment Gateway solution (iPay) for a period of 5+2 years**”

- a) The Contractor had submitted its proposal dated _____ (hereinafter referred to as the ‘Tender’) for the provision of such services in accordance with its proposal as set out in its Tender and in accordance with the terms and conditions of the Tender and this Contract.
- b) The Purchaser has agreed to appoint the Contractor for the provision of such services and the Contractor has agreed to provide services as are represented in the Tender, including the terms of this Contract, the Schedules attached hereto and in accordance with the terms of the Tender, and in terms of the discussions, negotiations and clarifications in relation to the implementation of the scope of work.
- c) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.

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2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - a) Scope of Work
 - b) General Conditions of Contract (GCC)
 - c) Special Conditions of Contract (SCC)
 - d) Purchase Order
 - e) NDA.
3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, Sealed and Delivered by the said _____ Signed, Sealed and Delivered by the said _____

(For the Purchaser in the presence of: _____ (WITNESS) (For the Contractor) in the presence of: _____ (WITNESS)

IRCTC

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Annexure-VIII: Format of Certificate/Declaration under Rule 144 (xi) in the General Financial Rules (GFRs), 2017

To,

**GGM/IT-1
IRCTC/CO/NEW DELHI**

Dear Sir,

Ref: Your tender No. 2024/IRCTC/ITC dated for Selection of Technical Service Provider for end-to-end services for providing Payment Aggregator / Payment Gateway and associated services including hosting, upkeep, develop, operate, maintain & upgrade for IRCTC Payment Gateway solution (iPay) for a period of 5+2 years

Bidder Name :.....

I/We, M/s ----- are a private/public limited company/LLP/Firm ~~<strike off whichever is not applicable>~~ incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned tender document and in this connection we hereby declare, confirm and agree as under:

a) I/We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

1. * We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.

Or

2. *We, the Bidder are from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure IX to the said Office Memorandum / Order and we submit the proof of registration herewith.

(*Delete whichever is not applicable). Either 1 OR 2 is to be selected from above.

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This annexure is to be mandatorily submitted along with the bid. If not submitted the bid is liable to be rejected.

c) I/We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by IRCTC in writing, in which case we shall not sub-contract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

2. We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFP and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order, and subsequent amendments. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, IRCTC shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. IRCTC shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the IRCTC on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

Definitions

"Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

"Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a) An entity incorporated, established or registered in such a country; or*
- b) A subsidiary of an entity incorporated, established or registered in such a country; or*
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or*
- d) An entity whose beneficial owner is situated in such a country; or*

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e) An Indian (or other) agent of such an entity; or

f) A natural person who is a citizen of such a country; or

g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above "Beneficial owner" for the purpose of above will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."

Executed at..... On this the ...day of

Authorised Signatory

M/s-----

Signature and Name Seal of the Bidder

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**Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.*



Annexure IX: Competent Authority and Procedure for Registration

- a) The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- b) The Registration Committee shall have the following members*:
 - i) An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii) Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii) Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- c) DPIIT shall lay down the method of application, format etc. for such bidders as stated in Para 1 of this Order.
- d) On receipt of an application seeking registration from a bidder from a country covered by Para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- e) The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- f) The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit, the decision of the Competent Authority shall be final.
- g) Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur'.
- h) Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies! public enterprises etc. No fresh registration at the State level shall be required.
- i) The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- j) For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- k) In transitional cases falling under **Para 3** of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a

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reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above Paras.

- l) Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT,

Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph 'G' above shall not apply. However, the requirement of political and security clearance as per para 'D' shall remain and no registration shall be granted without such clearance.
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]



Annexure-X: Integrity Pact

INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact or IP) is made on ____ day of ____, 2024 between Indian Railway Catering & Tourism Corporation Limited (hereinafter referred as “IRCTC”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns.

And

..... hereinafter referred to as “The Bidder/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns

Preamble

The IRCTC intends to award, under laid down organizational procedures, Contract/s for (Tender No.) The IRCTC 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(s) and / or contractor(s).

The Integrity Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties.

The essential ingredients of the Pact include:

Section 1- Commitments of IRCTC

IRCTC commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (1) No employee of IRCTC, personally or through family members, will in connection with the tender 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.
- (2) IRCTC will, during the tender process, treat all bidder(s) with equity and reason. IRCTC will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution. IRCTC will enter into agreements with identical conditions as this one with all bidders and contractors.
- (3) IRCTC will exclude from the process all known prejudiced persons.

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Section 2- Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commit themselves to take all measure to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- (1) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the IRCTC's employees involved in the tender 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.
- (2) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal with respect to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (3) The Bidder(s)/Contractor(s) will not commit any offence under IPC/PC Act. Further the Bidder(s)/Contractor(s) will not pass any information or document provided by IRCTC as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically to others
- (4) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of their Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of their foreign principals, if any.
- (5) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments to be made by them to agents, brokers or any other intermediaries in connection with the award of the contract.
- (6) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (7) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
- (8) In case of a Joint Venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all the sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.
- (9) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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Section 3- Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years from date of bid submission with any public/government organization that may impinge on the anti-corruption principle that could justify his exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business dealings”.

Section 4- Violation of Integrity Pact by Bidder(s)/Contractor(s)/Subcontractor(s)

Any violation of Integrity Pact by Bidder(s)/Contractor(s)/Subcontractor(s) before award or during execution would entail disqualification of the Bidder(s)/Contractor(s)/Subcontractor(s) and exclusion from future business dealings, as per the existing provisions of GFR 2017, PC Act 1988 and other applicable Financial Rules/Guidelines etc.

Section 5 - Compensation for Damages

- (1) If IRCTC has disqualified the Bidder(s) from the tender process prior to the award according to Section 4, the IRCTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If IRCTC has terminated the contract according to Section 4, the IRCTC 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 6- Independent External Monitor

- (1) IRCTC has appointed competent and credible Independent External Monitor (IEMs) for implementation of the Integrity Pact after approval by Central Vigilance Commission. The task of IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under the Pact on receipt of any complaint by them from the bidder(s).
- (2) The IRCTC has appointed following two Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission.
 - a) Shri Apurva Varma, IAS (Red.) as IEM/IRCTC, E-mail: - apurvavarma1@gmail.com
 - b) Shri Bharat Prasad Singh. IFoS (Red.) as IEM/IRCTC, E-mail: - bps.arunabh@gmail.com
- (3) The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.

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- (4) The Bidder(s)/Contractor(s)/Subcontractor(s) accepts that the IEMs have the right to access to all documents/records pertaining to the tender for which a complaint or issue is raised before them, as and when warranted.
- (5) The IEMs are under contractual obligation to treat the information and documents of the bidder(s)/ contractor(s)/ Sub contractor(s) with confidentiality. The IEMs have also signed declaration on 'Non-Disclosure of confidential Information' and of 'Absence of conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, IRCTC and rescue himself/herself from that case.
- (6) The role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP. The final authority for implementation of IP is CMD, IRCTC.
- (7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bond manner. However, not more than five meeting shall be held for a particular dispute resolution, the Fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the Organization/Contractor(s) may take further action as per the terms and conditions of the contract
- (8) The role of CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, if a complaint is received by him/her or directed to him/her by the Commission. CVO and/or the officials of the vigilance wing should not be associated by IEMs during examination of the complaints in any manner.
- (9) The Word 'IEM' would include both singular and plural.

Section 7- Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor(s) 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim made/ lodged during this time, the same shall be binding and will continue to be valid even after lapse of this pact as specified above, unless it is discharged/determined by the CMD, IRCTC.

Section 8- Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the place of Registered Office of IRCTC, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

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- (3) Should one or several provisions of this agreement turn out 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.
- (4) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure (if any), the clause in the Integrity Pact will prevail.

(For & On behalf of the IRCTC)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place

Date

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

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Annexure: XI- Consortium Agreement Format

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

This Consortium 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)

The Lead Member/Prime/Lead Member and the Second Member shall collectively hereinafter be called as the “Consortium Members” for the purpose of submitting a proposal (hereinafter called as “Bid”) for the work of (Name of project) of IRCTC (hereinafter called the “Owner”) in response to Tender Document (hereinafter called as “Tender” Document) Dated..... for the purposes of submitting the bid no. and entering into a contract in case of award for the work of (Name of work)

WHEREAS, the IRCTC invited bids vide its tender document no. for the work of

AND WHEREAS as per document, Consortium bids will also be considered by the IRCTC provided they meet the specific requirements in that regard.

AND WHEREAS the bid is being submitted to the IRCTC vide proposal dated based on the Consortium Agreement and the bid with its forms and submission documents, in accordance with the requirement of tender conditions and requirements have been signed by all the partners and submitted to the IRCTC .

AND WHEREAS The Lead Member/First Member and the Second Member do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project(s).

AND WHEREAS The Lead Member/First Member and the Second Member hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through

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any other consortium constituted for this Project(s), either directly or indirectly or through any of their Associates.

AND WHEREAS Clause 17 (b) of tender Document stipulates that a Consortium of maximum 02 companies, meeting the requirements stipulated in the tender document may submit a Proposal signed by Lead Member of the Consortium Members so as to legally bind all the Members of the Consortium to the Owner and duly signed Consortium Agreement shall be attached to the Proposal.

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

1. M/s.....shall act as Lead Member for self, and for and on behalf of M/s.....(Second Member) and further declare and confirm that we shall jointly and severally be bound unto the Owner for the successful performance of the obligations under the tender and resulting Contact Agreement(s) submitted / executed by the Lead Member in the event of the selection of Consortium. Further, the Lead member is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the consortium.
- 2.
3. The members agree that the proportion of stakes among the members in the Consortium shall be as follows:
(a) Lead Member/First Member: _____
(b) Second Member: _____
4. The roles and responsibilities of the lead member and second member of the consortium for execution of various components/activities as defined in the EoI/tender document shall be as under:

S. No.	Project Component/Activity	Roles & Responsibility of Lead Member	Roles & Responsibility of Consortium Member(s)
1			
2			
3			
4			

AND WHEREAS The Lead Member/First Member and the Second Member:

5. 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 member of the consortium shall be held equally responsible along with the lead member for the obligations under the tender Document, Contract and this Agreement, as per the scope of work, roles and responsibility agreed in this

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agreement.

6. For the purpose of this Agreement, The tender Document and the Contract, the Lead member shall be the single point of contact for the IRCTC, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the tender Document.
7. If IRCTC suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection pursuant to tender (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the tender, and the Agreements, the Consortium 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. IRCTC shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the IRCTC to proceed against the Lead bidder before proceeding against or dealing with the other Member.
8. The financial liability of the Consortium Members to the IRCTC, with respect to any of the claims arising out of the performance or non-performance of obligations under the RFP and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members.
9. It is expressly agreed by the Members that all the due payments shall be made by the IRCTC to lead member only.
10. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts at New Delhi shall have the exclusive jurisdiction in all matters arising there under.
11. It is also hereby agreed that Lead Member shall, on behalf of the Consortium shall submit the Bid and performance Security as specified by purchaser.
12. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by IRCTC
13. This Agreement shall come into force as of the 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, tender Document and under this Agreement.
14. Each Party represents to the other Parties as of the date of this Consortium Agreement that such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Consortium Agreement.
15. Any other terms and conditions not in contradiction to the tender document and above-mentioned terms and conditions.

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

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

Note:

- 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 Bidder should submit for verification the extract of the charter documents and documents such as a board or share holders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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 Bidders 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: XII-Self Certificate

Sub: Self Declaration of Experience in years of managing PG/PA solution, Existing Fintech platform with functioning modules, TPS capacity (Scalability) and Cloud hosting experience for assessment of Eligibility and QCBS marking.

This is to certify that

1. M/s has been efficiently managing the Payment Gateway/ Payment Aggregator solution for processing / handling online payments for number of years, from year..... to year.....
2. At present, we have a fully developed our operational fintech platform with a complete technology stack. The platform encompasses the following functioning modules **“Merchant Onboarding, Transaction Processing (Payments & Refunds), Reconciliation Module, Chargeback Management Module, and Customer & Merchant Services”**. *(A brief description on all modules to be given in attachments to this Annexure)*
3. At present our tech platform is capable of dealing with at least TPS with continued seamless payment experience. This can be demonstrated by us using tool before the evaluation committee at the time of presentation/demonstration stage.
4. This is to certify that M/s has been hosting and managing the application(s) on the cloud infrastructure provided by (Name of the Cloud Service Provider).

The said applications have been operational and continuously hosted on cloud environment for a period exceeding two (2) years, as on 31st March 2025. (strikeout if not applicable)

Name of the Signatory

Designation

(Mobile Number & Email)

Annexure: XIII -Client Certificate /Client Email Format

(Certificates from multiple clients can be submitted by striking out unrelated items/services)

Sub: To assess the relevant Performance Parameters against the Specified Period.

This is to certify that

1. **M/s** has been working as Technical service provider(TSP)/ Payment Aggregator (PA) providing online payment services to us from year..... to
(Tick whichever is applicable)
2. During the financial year **2024-25**, the platform efficiently processed an **average daily payment transaction volume of lakhs** transactions for the months of,, and in the financial year 2024-25.
3. During the financial year **2024-25**, M/s has also provided / facilitated the Value-Added Services (Split Payment, Link Based payment, Payment through reward points / Gift Vouchers and Auth & Capture / OTM) to us through its technology platform. (Tick whichever is applicable)
4. Regarding the ability of the Technical Service Provider to achieve Faster Go To Market (**GTM**), the Implementation of Payment Gateway Related Project since incorporation of the Firm was effected within months including support in migration of existing data, if applicable.
5. This is to certify that M/s has been hosting and managing their application(s) on the cloud infrastructure provided by (Name of the Cloud Service Provider).

The said applications have been operational and continuously hosted on cloud environment for a period exceeding two (2) years, as on 31st March 2025.
(strikeout if not applicable)

Name of the Signatory

Designation

(Mobile Number & Email id- for independent verification through mail/phone)

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Annexure: XIV -CSP Certificate / Email Format

This is to certify that M/s has been hosting and managing their application(s) on the cloud infrastructure provided by (Name of the Cloud Service Provider).

The said applications have been operational and continuously hosted on our cloud environment for a period exceeding two (2) years, as on 31st March 2025.



Name of the Signatory

Designation

Organization Name

Bid Document Part-III General Conditions of Contract for IRCTC (GCC)

1. DEFINITIONS AND INTERPRETATION

In the Contract, unless the context otherwise requires.

- i. **“IRCTC”** would mean the Indian Railways Catering and Tourism Corporation Ltd acting through its Managing Director or any other representative authorized by him.
- ii. **“Acceptance of Bid”** means the letter/telex/telegram/fax or any memorandum communicating to the bidder as the acceptance of his bid and includes an advance acceptance of his bid.
- iii. **“Contract”** means and includes the invitation to bid, Instructions to Bidders, Acceptance of Bid, Special Conditions of Contract and other conditions specified in the acceptance of bid and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement, if executed;
- iv. The **“Contractor”** means the person, firm, consortium or company with whom the purchase order is placed and shall be deemed to include the contractor’s successors (approved by the Purchaser), representatives, heirs, executors, administrators and permitted assignees, as the case may be, unless excluded by the terms of the contract. The terms “Contractor” and “Successful Bidder” have been used interchangeably in this bid document.
- v. **“Purchasing Officer”** means the officer signing the acceptance of bid and includes any officer who has authority to execute the relevant contract on behalf of IRCTC.
- vi. The **“Purchaser”** IRCTC or any representative authorized by IRCTC.
- vii. **Bidder/:** Shall mean a company/firm in its individual right or the legal member of the consortia.
- viii. **“IRCTC Project Manager”** means designated representative of IRCTC authorized as head of concerned project and is authorized to take decisions on behalf of IRCTC in respect of project implementation.
- ix. **“Bidder’s Project Manager”** means a designated representative of Bidder, who is empowered by the authorized signatory of Bidder for delivering the contractual obligations under this contract. He will be the one-point interface with IRCTC.
- x. **“Service” means:** - a service to be given by contractor as stated in contract details
 - in relation to Hardware, including networking equipment and infrastructure and office machines
 - In relation to manpower and Annual Maintenance Contract.
 - In relation to system/application software supplied by the bidder
 - Training
 - Development and support
- xi. **“Personnel”** means Staff, employees, agents, contractors and sub-contractors of

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either party and also includes the staff, employees, agents and contractors of those subcontractors with qualification, experience and certification.

- xii. **“Software”** means system/ application software to be supplied by the contractor, as stated in the contact details.
- xiii. **“Specifications”** means all the functional, operational, performance or other characteristics required of a Product or Service found in bid document Part-I or any of the annexure or addendum to the tender document.

2. AUTHORIZED SIGNATORY AND ADDRESS OF THE CONTRCTOR

The Signatory of the tenderer should attach an authorization certificate mentioning:

- i. The proprietor in case of “Sole Proprietor” firm or constituted attorney of such sole proprietor.
- ii. One of the partners in the case of a “Partnership” firm, in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the absence of such authority all partners should sign the Tender.
- iii. A director or the regional head in case of a limited company or an official of requisite authority in the case of a government institution, duly authorized by a resolution of the board of directors.
- iv. For all purpose of the contract, including arbitration thereafter, the address of the tenderer mentioned in the tender shall be the address to which all communications shall be the addressed.

3. QUALIFICATION CRITERIA OF BIDDER

(It is compulsory to enclose supporting documents without which the bid may be disqualified)

- i. In case of single or limited tenders, only bidders who are specifically invited by IRCTC or their authorized representative with their unconditional authorization in respect of complete scope of work under this tender, shall be eligible to participate subject to fulfilment of special eligibility conditions laid down in the Special Conditions of Contract (SCC) given in Bid Document Part-I.
- ii. Qualification criteria for advertised/open tenders shall be as stated in Bid Document Part- I i.e. SCC.
- iii. **Consortium bidders:**
 - Bid is submitted by a Consortium shall be acceptable if specifically permitted in Part-I of the Tender Document. In such cases, the lead partner of the consortium should fulfil the qualifying criteria given in para-3.ii above.

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- A copy of the memorandum of formation of Consortium giving clear responsibilities of consortium members, duly signed by authorized signatories as defined in para -2 above for each constituent member of the consortium, must be submitted along with the offer.
- No change in the composition of consortium shall be permitted up to finalization of the contract. However, after acceptance of purchase order, if for reasons to be explained by the lead partner to IRCTC which IRCTC will be at liberty to accept or reject, any member of the Consortium is changed, a modified memorandum of formation of consortium, duly signed by authorized signatories of constituents shall be submitted by the lead partner while announcing the change to IRCTC.
- Notwithstanding any change in the composition of Consortium at post purchase order stage, complete and total responsibility and liability for execution of the contract shall remain of the lead partner.

4. EARNEST MONEY DEPOSIT

- i. The bidders shall submit along with the bid, earnest money deposit (EMD) of value indicated in the tender notification in the form of Demand Draft or Fixed Deposit Receipt issued by any Commercial/Nationalized Bank drawn in favour of “IRCTC, New Delhi” valid for 120 days from the date of issue.
- ii. Deposit (EMD) is liable to be forfeited if the bidder withdraws or amends or impairs or derogates from the bid in any respect within the validity of the bid and is open for acceptance whether originally fixed or extended.
- iii. EMD shall also be forfeited if bidder fails to execute performance guarantee bond within stipulated time after acceptance of bid is communicated to him. Any bid not accompanied by EMD is liable to be summarily rejected.
- iv. The EMD will be returned to the successful bidder only on submission of the performance guarantee bond in the prescribed format and of the requisite value.
- v. No interest shall be payable by the Purchaser on the Earnest Money/Bid Guarantee to the tenderer.
- vi. The Earnest Money shall remain deposited with the Purchaser for the period of 120 days or validity period as mentioned, from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit extension shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.
- vii. The Earnest Money of all unsuccessful tenderers will be returned by the Purchaser on finalization of tender.

5. COMPLETION OF TENDER DOCUMENTS

- i. All columns of the technical specification's compliance sheet must be filled. Any deviations should be clearly indicated against individual line items. All rates in the

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Financial Bids should be clearly filled. The rates must be in words and figures both. In case of any discrepancy unit rate in words will take precedence. Bids should be filled and signed in ink.

- ii. The Purchaser will accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the Technical Specification except where Make or brand is specified in the technical specifications. However, the decision of the Purchaser in this regard shall be final. The Bidder should also furnish "Statement of Deviations" from tender specifications as per proforma given of tender document Part-I along with the offer.
- iii. No alteration/cutting is permitted in the bid documents.
- iv. Each page of the bid is to be signed by the bidder. Any unsigned page shall not be taken cognizance of.
- v. Bidder shall submit all technical information and product brochures along with the techno-commercial bid. The language of these documents must be English.
- vi. Tender documents with non-compliance of the above clauses are liable to be rejected.

6. AMENDMENTS TO BID INVITATION

- i. The purchaser reserves the right, to make revisions or amendments to the bid documents, when deemed necessary, prior to the closing date of the bid, through proper notification or web-site. The bidders must watch IRCTC web site for any such amendments. The purchaser shall be at liberty to consider extending the date set for the bid opening by such a number of days as in the opinion of the purchaser will enable the bidders to revise their bids.

7. CLARIFICATIONS, OMISSIONS AND DISCREPANCIES IN TENDER DOCUMENT

- i. In case any bidder finds any discrepancy or omission in the any part of the tender Document/or he has any doubt to their meaning, he should notify the Purchaser minimum 7 days prior to tender opening date who may clarify and send a written instruction to all bidders for correction, if necessary. It however, does not entitle the bidder to seek any extension of tender opening date.
- ii. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the bid and successful bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- iii. The submission of the tender will be deemed to imply that the bidder fully understands the scope of work involved and has read and understood all conditions of the tender document and his liabilities and responsibilities in respect of the tender.

8. PROCESS TO BE CONFIDENTIAL

- i. After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of the purchase order shall not be disclosed to the bidder or other persons not officially concerned with such process.
- ii. Any effort by the bidder to influence the purchaser in the process of examination, clarification, evaluation and comparison of bids, and in the decision concerning the contract, may result in rejection of his bid.

9. TECHNICAL CLARIFICATIONS

- i. To assist in the examination, evaluation and comparison of bids, IRCTC may ask the tenderer individually for a clarification on his bid including breakdowns of unit rates. The request for clarification and the responses shall be in writing/fax but no change in price or substance shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by IRCTC during the evaluation of bids. Such reply shall be given within the time limit mentioned in the intimation issued by IRCTC, failing which IRCTC will be at liberty to conclude that nothing further is to be submitted by the vendor on this matter.
- ii. The bidder should make available the offered products, if desired during evaluation of bids for benchmarking of the application to ensure that there are no compatibility issues.

10. VALIDITY

The validity of the bid must be for a minimum of 180 days from the last day of bid submission.

11. RIGHT OF ACCEPTANCE

IRCTC reserves the right to place order for a part item/combination of the quantity offered. The unit rates offered by the tenderers shall be valid for any such part order. IRCTC reserves the right to reject any or all tenders without assigning any reason to the tenderers. IRCTC may call upon one or more tenderers for demonstration/testing of all or any quoted item at IRCTC office.

12. INDEMNITIES AND LIABILITIES

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The Licensee/contractor hereby agrees to indemnify, defend, and hold harmless IRCTC, its officers, directors, employees, agents etc. from, and against any and all claims, demands, actions, suits, proceedings, liabilities, losses, damages, costs, and expenses (including reasonable legal fees and disbursements) arising out of or resulting from any act, omission, negligence, misconduct, or breach of this agreement by the licensee, its agents, representatives, or employees in connection with the provision of services under this license or related to the safeguarding, management, or performance thereof. This indemnification shall include, but not be limited to, claims of any nature or description brought by any third party against IRCTC due to the licensee's actions or failure to act in compliance with the terms of this agreement. The licensee shall assume the responsibility of defending IRCTC against any such claims and shall promptly reimburse IRCTC for any and all expenses, including legal fees and costs, incurred in connection with the defence or settlement of such claims. This indemnification provision shall survive the termination or expiration of this agreement

13. INSURANCE

The purchaser shall not arrange for any 'Transit Insurance' and the supplier will be responsible till the entire goods contracted, arrive in good condition at destination site as mentioned in the delivery schedule and the tenderer shall, at his own cost, unconditionally replace/rectify the goods lost/damaged to the entire satisfaction of the consignee within 30 days from the date of receipt of intimation from the consignee.

14. LOCAL CONDITIONS

It will be the sole responsibility of each bidder to fully acquaint him with all the local conditions and factors, which could have any effect on the performance of the contract and/or the cost.

15. PRICES

- i. All Prices shall be in Indian Rupees and no foreign exchange/import license shall be provided. The prices should be inclusive of all taxes, duties, P&F Charges, freight insurance, levies applicable at the time of submission of bid. However, Firm should explicitly indicate these charges in there offer. If offer is silent about the above charges, then it will be presumed that prices are inclusive of these charges. In this case bidder will have no right to demand and charges/additions to such charges as may be levied, subsequent to opening of the bid.
- ii. In case of change in any duty or tax on account of change in rules/legislation by the Government, the actual rates as applicable at the time of placement of order shall be payable only for taxes which are clearly stated as percentages in the offer.

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- iii. Quoted prices shall remain firm for the period of validity of the offer.
- iv. IRCTC reserves the right to place order for a part item/combination of the quantity offered. The unit rates offered by the tenderers shall be valid for any such part order.

16. PRICE FALL

- i. The prices charged for the goods/services supplied under the contract by the vendor shall at no event exceed the lowest price at which the vendor sells the goods or offers to sell the goods of identical description to any person/Organisation including the purchaser or any department of State/Central Government, as the case may be during the currency of the contract.
- ii. If, at any time during the said period the vendor reduces the sale price, sells or offers to sell such goods to any person/Organisation including the purchaser or any department of State/Central Government as the case may be at a price lower than the price chargeable under the contract, the vendor shall forthwith notify such reduction or sale or offer to sell to the purchaser and the price payable under the order for supply of material after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.
- iii. The above clauses are applicable for Rate Contract Tender only and not for fixed quantity tenders

17. ACCEPTANCE OF PURCHASE ORDER

Prior to the expiry of bid validity, the successful bidder shall be notified by mail/fax. Within one week of the award of the contract the successful bidder shall send his/her acceptance of the purchase order along with the contract performance bank guarantee.

18. DELIVERY

- i. Delivery time to supply the good to the consignees is stated in the Part-I of the Tender Document. In absence of delivery in Part I, delivery shall be taken as 4 to 6 weeks from the date of purchase order.
- ii. The time for and the date specified in the contract or as extended for the delivery of the material/services shall be deemed to be the essence of the contract and delivery must be completed not later than the date(s) so specified or extended.
- iii. In case of failure by firm to supply the goods/services within the delivery period stated in the purchase order, the Purchaser shall be at liberty to extend the delivery period on reasonable ground for extension of time. Any failure or delay on the part of Sub-Contractor shall be the sole responsibility of the bidder.

19. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY

Any delay by the vendor in the performance of the delivery obligations shall render him/her liable to any of the following penalties: -

- i. In the event of bidder's failure to supply the said items of acceptable quality and specifications within the original delivery period given in the purchase order, IRCTC shall be liberty to recover liquidated damages to be levied @ 0.5% of the order value per week or part thereof subject to a maximum of 10% of the total order value.
- ii. Encashment of the performance bank guarantee.
- iii. Liquidated damages shall be calculated on the total contract value comprising of value of complete equipment and installation & commissioning charges for a site. The supply shall be taken as complete only after the last instalment of supply has been made.
- iv. After a delay of more than 8 weeks, IRCTC reserve the right to cancel the purchase order and buy the items from any other vendor, at bidder's risk and cost. Any losses caused to IRCTC on this account shall be recoverable from the bidder.

20. GENERAL REQUIREMENTS

- i. The bidder must specify Item wise compliance to Technical specifications duly vetted by the respective OEMs or supported by technical brochures, duly endorsed by OEMs, for the offered products. The Model and Make of the offered product should be clearly specified.
- ii. No change of make or brand will be permitted after issue of purchase order. However, under extra-ordinary circumstances, viz, closure of supplier's business, discontinuation of brand/product in market, statutory ban on such brand/product, or Government legislation, the contractor may request in writing to IRCTC, a change in make/brand explaining the reasons in detail. The alternate brand should be at par or superior to the original offer and the contractor shall provide unequivocal evidence for "Nil adverse price implication to the purchaser". IRCTC shall be at liberty to accept or reject such request without any impact on the contract conditions.
- iii. The bidder must pass on the standard OEMs' warranty which comes bundled with the purchased equipment wherever it is superior to the warranty specified in this tender document.
- iv. The bidder shall ensure availability of spare and software updates/patches for a period of at least 05 years from the date of purchase order.
- v. The bidder along with OEM should make available the offered products, if desired during technical evaluation of bid for testing and benchmarking at CRIS, , New Delhi.
- vi. Bidder has to provide documentary evidence for back-to-back support agreement

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- with the respective OEM along with the OEM.
- vii. The installation of the ordered Systems shall be carried out without disturbing the ongoing working of the existing system.
 - viii. Detailed designs and drawings required for installation of equipment and the scheme of layout and connections required shall be submitted by the tenderer along with his offer.
 - ix. Obtaining of licenses in addition to the existing licenses or any other statutory requirement for installation and working of all equipment shall be responsibility of the tenderer.

21. PERFORMANCE CUM WARRANTY GUARANTEE BOND

In case absence of Security Deposit/Performance Bank Guarantee in Section –II (Instructions to Bidders)

- i. After receipt of purchase order the contractor shall furnish a Performance cum Warranty Guarantee (PWG) Bond from a nationalized bank or from a Commercial Bank duly counter-signed by the Reserve Bank of India/State Bank of India, New Delhi or by any Nationalized Indian Bank. as per proforma attached within 30 days
- ii. Of issue of purchase order for an amount equivalent to 10% of the value of the contract. The PWG Bond shall remain valid up to a period of 3 months beyond the last date of Warranty period for any goods supplied under the contract. In case of extension of delivery period, or the warranty period on any account, the contractor shall extend the period of PWG Bond by an equivalent period.
- iii. The purchase shall be entitled and it shall be lawful on his part to forfeit the amount of PWG Bond in whole or in part in the event of any default, failure or neglect on part of the contractor in fulfilment or performance of the contract in all respect of the contract under reference or any other contract with the purchaser or any part thereof to the satisfaction of the purchaser and the purchaser shall be entitled to deduct from the amount of PWG Bond any loss or damage which the purchaser may suffer or be put by any reason of or due to any act or other default recoverable by the purchaser from the contract. The losses recoverable by the purchaser from the PWG Bond shall include all losses incurred by the purchaser during the warranty period on account of failure of equipment or delay in attending the equipment by the contractor during the warranty period as per stipulations of the contract.
- iv. The PWG Bond will be returned to the contractor without any interest on performance and completion of the contract which shall include installation, commissioning of complete equipment to be supplied under the contract and fulfilment of warranty obligations for the complete equipment in terms of the contract.

22. PAYMENT TERMS AND CONDITIONS

In case absence of Payment Terms in Part -I

- i. **80% of the value of complete equipment supplied shall be paid by the purchaser on receipt of material by consignee in good conditions and upon**

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furnishing the following documents:

- Certificate of receipt of complete equipment in good conditions by the consignees in terms of the contract.
- Pre-Inspection certificate by IRCTC or as laid down in the purchase order.
- Confirmation of the validity of PWG Bond of 10% of the value of contract for a period up to 3 months beyond the last date of warranty period.

ii. Balance 20% shall be paid after installation and commissioning of the equipment to the satisfaction of the consignee and upon furnishing the following documents:

- Final Certificate of successful commissioning of complete equipment issued as per the inspection and acceptance procedure given in the purchase order.
- Confirmation of the validity of PWG Bond of 10% of the value of the contract for a period up to 3 months beyond the last date of warranty period.
- In case of delay in final commissioning beyond 3 months from the date of delivery, on account of reasons not attributable to the Supplier to be certified by IRCTC Project Manager, part payment may be claimed for the goods and services actually commissioned.
- In case of delay in final commissioning at any location beyond 6 months from the date of delivery on account of reasons not attributable to the Supplier, the balance of the 20 % of the cost of equipment remaining non-commissioned may be paid to the supplier against submission of an additional Bank Guarantee of an equal amount valid for minimum 12 months which shall be returned on completion of commissioning of the remaining equipment. The supplier will also be required to submit along with the bills, a commitment to complete installation and commissioning at such remaining locations on receiving a call from the consignee.
- Any installation and commissioning charges and after-sales services will only be paid on delivery of actual services or at the end of after sales-service period, or, as defined in tender document Part-II.

23. INCOME-TAX

Income tax shall be deducted at source by IRCTC from all the payments made to bidder according to the Income Tax Act, unless bidder prior to release of payment submits valid and complete documents for Income tax exemption. A certificate shall be provided by IRCTC to the bidder for any tax deducted at source.

24. ENHANCEMENT OR REDUCTION OF QUANTITIES

The Purchaser shall be at liberty to enhance or reduce the quantity mentioned in the purchase order up to a maximum extent of 30 % without assigning any reasons. The bidder shall comply to such modifications unconditionally provided these are made before completion of the deliveries under the purchase order. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.

25. TERMINATION FOR DEFAULT

IRCTC may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the vendor terminate the contract in whole or part thereof if:

- i. The vendor fails to deliver any or all of the obligations within the time period(s) specified in the contract, or any extension thereof granted by the client.
- ii. The vendor fails to perform any other obligation(s) under the contract.

26. SETTLEMENT OF DISPUTES AND JURISDICTION

- i. The contractor shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim if made by the Contractor, after it shall have signed a “No Claim” certificate in favour of the Purchaser, after the contract is finally completed. The contractor shall be debarred from disputing the correctness of the items covered by “No claim” Certificate or demanding a reference of Arbitration in respect thereof.
- ii. Matters finally determined by the Purchaser: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the contract or after their completion and whether before or after the termination of the contract, shall be referred by the Contractor to the purchaser and the purchaser shall within a reasonable time period after their presentation make and notify decisions thereon in writing. The directions, classification, measurements, drawings and certificates with respect to any matter the decision of which is specifically provided for by these or other special conditions, given and made by the purchaser, or by the officer on behalf of the purchaser, are matters which are referred to hereinafter as “Excepted Matters” and shall be final and binding upon the contractor and shall not be set aside on account of any informality, omission, delay or error in proceeding in or about the same for any other ground or for any other reason and shall be without Appeal.
- iii. Demand for arbitration: In case of any dispute or difference between the parties in connection with the agreement executed between the parties including the validity thereof, the parties hereto shall endeavour to settle such dispute amicably at first instance by authorized representatives of each party to resolve the dispute.
 - a. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the parties hereto, gives a notice to this effect, to the other party in

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writing. Such dispute shall be referred to a sole arbitrator to be mutually appointed by the parties in accordance with the provisions of Arbitration and Conciliation Act 1996. The Arbitration shall be conducted in accordance with Arbitration and Conciliation Act 1996.

- b. In case the parties fail to appoint a sole Arbitrator within 30 days, the dispute shall be referred to an Arbitral Tribunal comprising of three Arbitrators wherein each party shall appoint one Arbitrator and the two appointed Arbitrators shall appoint the third arbitrator who shall act as a Presiding Arbitrator.
- c. Subject to as aforesaid, Arbitration and Conciliation Act 1996 and the Rules there under any statutory modification thereof shall apply to the Arbitration proceedings under this Article.
- d. The award of the Arbitrator shall be final and binding on the parties to this agreement. The seat of Arbitration shall be New Delhi.
- e. The fees and expenses of the Arbitral Tribunal shall be jointly borne by the parties.
- iv. **Obligation during pendency of arbitration:** Work/Purchases under the contract unless otherwise directed by the purchaser will continue during the arbitration proceedings and no payment due or payable by the purchaser shall be withheld, except payments involved in the dispute, on account of such proceedings provided, however, it shall be open for arbitrator(s) to consider and decide whether or not such work should continue during arbitration proceedings.
- v. The Courts at New Delhi shall have exclusive jurisdiction for settlement of any disputes between the parties. .

27. FORCE MAJEURE

Neither party shall be held liable for failure to perform its obligations under this Agreement if such failure to perform its obligations is prevented, hindered or delayed by a Force Majeure, event or circumstance (whether of the kind described herein or otherwise)., Force Majeure shall include but not limited to war, insurrection, restraint imposed by the government, act of legislature or other authority, explosion, strike, accident, riot, lockout, act of public enemy, act of God, sabotage, pandemic accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, casualty, strikes, lock-outs, labour troubles, riots, sabotage, terrorists acts, embargo, war (whether or not declared), governmental actions, change of laws and regulations, orders, or decrees, or other causes of like or different character beyond the control of either Party etc which is beyond the reasonable control, of a party and which make a party's performance of its obligations under the contract impossible or so impractical as to be considered impossible or so impractical as to be considered impossible under the circumstances.

If either party becomes aware of any circumstances of force majeure which give rise to any such failure or delay, or which appear likely to do so, that party shall promptly give notice

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of those circumstances as soon as practicable after becoming aware of them and shall inform the other party of the period for which it estimates that the failure or delay will continue.

Neither party shall be held liable in respect of any breach of the terms and conditions due to any event or circumstances beyond its reasonable control.

28. EVALUATION OF OFFERS

i. Single bid tenders:

- Final selection will be made on the basis of highest cost from amongst the technically suitable tenders from bidders meeting the qualifying criteria. For the purpose of relative commercial ranking of offers, all-inclusive price for entire scope of the project and offered prices in the Rate Schedule as per Tender Document Part-I, as well as any others costs seen to be arising as a part of offer due to taxes or duties based on the offer.
- Additional features/enhancements offered by the tenderer, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids

ii. Two bid tenders:

- The Technical bids shall be opened first on the prescribed tender opening date and price bid shall be opened later, on a specified date which would be made known to the technically suitable tendering firms after technical evaluation has been completed so as to ensure that all offers are evaluated technically without bias.
- For deciding inter-se position at the time of commercial evaluation, the prices of original price bid shall normally be considered. However, supplementary commercial bid prices shall also be taken into consideration for deciding the inter-se position in case of revised/upgraded specification/items whose revised prices have been called for from bidders. Final selection will be made on the basis of highest cost from amongst the technically suitable bids for which the commercial bids are opened.

29. INTEGRITY PACT (Annexure X)

It would be mandatory for all contracts falling within the threshold limits mentioned below, to have an Integrity Pact signed with the bidders. The Pact would be an agreement between the prospective bidders and the buyer committing the officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.

S. N	Activities	Value (In Rs.)	Action to be taken by
1	Procurement	5 crores and above	GGM/P&Q
2	Works Contracts	5 crores and above	Concerned GGM
3	Revenue contract for mobile trains	2 crores and above	Concerned GGM
4	IT contracts	2 crores and above	GGM/(IT)
5	Static Unit	1 crore and above	Concerned GGM
6	Tourism	2 crores and above	Concerned GGM

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- i. Integrity Pact will cover all stages of the contract i.e., from the stage of NIT to the stage of last payment or a still later stage covered through warranty/guarantee.
- ii. Two Independent External Monitors (IEMs) have been appointed by IRCTC after approval of CVC. The IEMs would be monitoring the contracts. There will be a provision in the contract which would bind both the parties signing the Integrity Pact, to the recommendations of the IEM, if any complaint regarding the contract is found substantiated.
- iii. A copy of the Integrity Pact to be signed is placed at Annexure-X.
- iv. Bidder will have to sign integrity pact by affixing his signature on each page of the pre-signed copy of integrity pact for that tender, which will be a part of tender documents.
- v. Any bids received without integrity pact signed by bidder shall be summarily rejected.
- vi. The signed integrity pact shall be the part of pre-qualification bid in a 3-packet tender and part of Technical bid in a 2-packet tender.

