

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED

(AGovt. Of India Enterprise)

11th Floor, Statesman House, B-148, Barakhamba Road, New Delhi-110001

CIN -L74899DL1999GOI1101707

Website-www.irctc.com; e-mail-info@irctc.com

Open e-tender for selection of vendor/ agency for ‘**Implementation of Statutory Compliance Management Application Software**’ for Indian Railway Catering and Tourism Corporation Limited (“IRCTC”) and its units on PAN India.

SALIENT FEATURES OF THE BID:

Sl.	Particulars	Details of Tender
1.	Tender No. & date	Tender No.: IRCTC/CO/Statutory Compliance/2023-24
2.	Name of the work	Implementation of Statutory Compliance Management Application Software.
3.	Cost of Tender Document	NIL
4.	Earnest Money Deposit (EMD)	Rs.1,00,000/- (Rupees One Lakh only). Note: MSE firms are exempted from payment of Earnest Money Deposit (EMD) subject to submission of Valid UAM with registration in valid category for the tendered item.
5.	Availability of Tender Document & submission of tender	This Tender Document can only be viewed at http://www.irctc.com , www.eprocure.gov.in & http://www.tenderwizard.com /IRCTC and will be submitted/received only at http://www.tenderwizard.com /IRCTC till the last date of closing of tender i.e. 30.07.2024 up to 12.00 hrs. To participate in the E- Tender, it is mandatory for the bidders to register themselves on the website www.tenderwizard.com /IRCTC.
6.	Date & Time of online Pre-bid Meeting	Date 19.07.2024 at 11.30 Hrs.
7.	Date of Submission of Tender	30.07.2024 Time:12.00 Hrs.
8.	Date of Opening Technical Bids of Tender	30.07.2024 Time:12.15 Hrs.
10.	Period of Contract	3 years from issuance of Letter of Award (LOA) and further extendable for 02 years on satisfactory performance at sole discretion of IRCTC.
11	Validity Period of open e-tender	120 (One hundred twenty) calendar days.

Note: *Tenders will be opened through online mode in the presence of the representatives of tenderers who choose to witness the opening on **30.07.2024 at 12.15 hrs** at the communication address. Tender through any other mode except online i.e. hard copies/Fax/Telex/Telegraphic shall not be accepted.*

Address:

GGM (P&T)

Indian Railway Catering and Tourism Corporation Limited,

11th Floor, Statesman House, B-148

Barakhamba Road, Connaught Place,

New Delhi – 110001

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SECTION – 1

DISCLAIMER

This open e-tender is being issued by Indian Railway Catering and Tourism Corporation Limited (IRCTC) for the purpose of selection of agency for “**Implementation of Statutory Compliance Management Application Software**” for IRCTC and its units across India:

1. The information contained in this e-Tender document is being provided by IRCTC for the limited purposes of enabling the applicants to submit a response to this e-tender for undertaking the work and for no other purpose. In no circumstances shall IRCTC, or its respective advisors, consultants, contractors, servants, staff and/or agents incur any liability arising out of or in respect of the issue of this e-tender.
2. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.
3. Nothing in this Tender shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation or submission of their Bid. IRCTC reserves the right to amend this Tender or its terms and any information contained herein or to cancel the Bidding Process or altogether abandon the Project at any time by notice, in writing, to the Bidders. Further, it may in no event be assumed that there shall be no deviation or change in any of the herein-mentioned information.
4. IRCTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.
5. All representations/queries etc. pertaining to the tender documents may be addressed Only to **GGM (P&T), Indian Railway Catering and Tourism Corporation Limited, 11th Floor, Statesman House, B-148 Barakhamba Road, Connaught Place, New Delhi – 110001.**
6. IRCTC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender. IRCTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.
7. The Bidder(s) shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses, online expenses associated with any demonstrations or presentations which may be required by IRCTC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IRCTC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Tender process.
8. This e-tender is not an agreement or offer by the IRCTC to prospective applicants or any other person. The applicant/bidder has to compete in the tender to take assignments on its evaluation as per terms and conditions. This e-tender includes statements, which reflect various assumptions and assessments arrived at by the IRCTC in relation to the work. Such assumptions, assessments and statements do not

purport to contain all the information that each applicant may require.

9. This e-tender is a summary of available information and no reliance shall be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by IRCTC, its respective advisors, consultants, contractors, servants, staff and/or its agents in relation to the accuracy, adequacy or completeness of such information or statements made nor shall it be assumed that such information or statements will remain unchanged.
10. Each applicant should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-tender and obtain independent advice from appropriate sources.
11. IRCTC will not be liable for any costs, expenses, however so incurred by the applicants in connection with the preparation or submission of their application. IRCTC reserves the right to amend this e-tender or its terms and any information contained herein or to cancel the process or altogether abandon the work at any time by notice, in writing, to the applicants.
12. IRCTC also accepts no liability of any nature whatsoever whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this e-tender.
13. IRCTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-tender.
14. Laws of the Republic of India shall apply to this e-tender.
15. Courts at New Delhi only have exclusive jurisdiction to adjudicate upon any dispute relating to e-tender.

SECTION-2

NOTICE INVITING TENDER

1. Indian Railway Catering and Tourism Corporation (IRCTC), New Delhi invites bids for selection of agency for **“Implementation of Statutory Compliance Management Application Software”** for IRCTC and its units across India. This tender would be valid for a period of 03 (three) years, further extendable by 02 (two) years at sole discretion of IRCTC subject to satisfactory performance.
2. EMD of Rs 1,00,000/- shall be paid online through e-tendering website www.tenderwizard.com/IRCTC. In case of non-submission of the said EMD, the bid will be summarily rejected. MSME/Startup bidders are exempted from EMD.
3. The offer shall remain open for acceptance for 120 days from the date of opening of technical bids or extended period as notified and consented by the applicant(s). The successful applicant(s) shall be intimated about the engagement and Standard Earnest Money Deposit (EMD) of the unsuccessful applicant(s) shall be returned without interest on the amount deposited within 30 days. The EMD of the successful applicant(s) shall be refunded (without any interest) after the submission of the Security Deposit as per the terms and conditions of the contract.
4. Bid Processing Fee: Nil
5. IRCTC reserves the right to reject any/ all applications without assigning any reason and shall not be bound to accept any / all applications.
6. The e-tender and the enclosed Instructions to applicants, Conditions, Covering Letter Format, Annexure shall form part of Bidding Document.
7. This e-tender document consists of 47 pages including index and one cover page.
8. All papers should be digitally signed by the Authorized Signatory of the Company to be submitted online.
9. The corrigendum/addendum to this tender, if any, will be uploaded on www.tenderwizard.com/IRCTC, www.eprocure.gov.in and www.irctc.com. No newspaper press advertisement shall be issued for the same.
10. Applicants that meet all the minimum eligibility criteria laid down in the document for selection of vendor / agency need to apply only.

Address:

**GGM (P&T),
Indian Railway Catering and Tourism Corporation Limited,
11th Floor, Statesman House, B-148,
Barakhamba Road, Connaught Place,
New Delhi-110001**

SECTION -3

INSTRUCTIONS TO THE BIDDERS

IRCTC proposes to obtain offers through e-tendering mode for inviting bids through e-open Tender for Implementation of Statutory Compliance Management Application Software for a period of 03 (Three) years and further extendable for another 02 (Two) Years on satisfactory performance at sole discretion of IRCTC.

1. Pre-bid submission meeting shall be held as per the date and time indicated to clarify queries, if any.
2. This Tender Document can only be viewed at <http://www.irctc.com>, www.eprocure.gov.in & <http://www.tenderwizard.com/IRCTC> and will be submitted/ received only at <http://www.tenderwizard.com/IRCTC>, as prescribed in "INSTRUCTIONS TO THE BIDDERS." No manual bids/ applications will be accepted.
3. The intending bidders are advised to study the document carefully and acquaint themselves with the conditions therein as they shall form an integral part thereof.
4. To participate in the E- Tender, it is mandatory for the bidders to register themselves on the website www.tenderwizard.com/IRCTC without any payment and obtain User ID & password which is required for submitting the tender. A detailed procedure for bidding is placed at www.tenderwizard.com/IRCTC. It may please be noted for submission of bid; Class-III digital signature is required.
5. The applicant should upload complete set of documents in support of Eligibility Criteria.
6. Corrigendum/Addendum to this Tender, if any, will be published on website www.irctc.com, www.tenderwizard.com/IRCTC. No newspaper press advertisement shall be issued for the same.
7. For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at **tenderwizard.com helpdesk no. 011-49424365 or cell no 8800115628.**
8. The digital signature of the bidder on the E- tender form and Financial Bid will be construed as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. **It may please be noted that in case of deviation quoted by bidder, offer will be summarily rejected without further correspondence/ communication.**
9. The prospective bidders voluntarily agree to the exclusive jurisdiction of Court situated at New Delhi by submitting bids.
10. **EMD of Rs.1,00,000/-** shall be paid through online mode through e-tendering website www.tenderwizard.com/IRCTC. In case of non-submission of the said EMD, the bid/ application will be summarily rejected.

All MSEs (Micro & Small Enterprises) having registration as per provisions of the

Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or UDYAM or any other body specified by Ministry of MSME and Start-ups (recognized by DIPP) are exempted from submission of Participation Fee and EMD only. Relevant certificates should be submitted by the bidder in this regard to avail exemption. Registered SSI/MSEs firms for the tendered items/services are exempted from payment of Earnest Money Deposit, subjected to submission of valid registration certificate along with their bid, clearly mentioning the registration no, Category (the ownership MSE pertains to SC/ST/Other category), registration for tendered items/services & terminal validity. MSEs shall have basic required qualification under qualification criteria specified in the tender and the above policy will be applicable to those qualifying bidders only. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details. The MSEs/Startups who have availed the benefit of exemption of earnest money will not be allowed to withdraw their offer during the currency of the validity of offer or extended validity, if any such firm fails to observe this stipulation, action as per extant provisions are liable to be initiated and equivalent amount of EMD will be treated as outstanding recovery. Only bidders fully complying criteria as mentioned above can avail EMD exemption. In case of any doubt, bidder must participate only after paying EMD. Bidders other than those who are eligible for exemption from paying Earnest Money as mentioned above, shall be required to pay Earnest Money Deposit on or before tender opening date, failing which their offers shall be summarily rejected. In case bidder (whose offer has been accepted), fails to accept the contract, his Earnest Money Deposit (EMD) shall be forfeited by IRCTC. However, traders are excluded from the purview of Public Procurement Policy. Decision of IRCTC in this regard shall be final and binding. 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. In case, they have not submitted EMD and claimed exemption, their equivalent amount will be treated as outstanding recovery.

11. **Withdrawal of Bids:** -

If bidder withdraws its bid before opening of tender by requesting to IRCTC, EMD of the bidder will be refunded if already deposited.

If bidder withdraws its bids in writing to IRCTC before opening of financial bid, **EMD of the bidder will be forfeited.**

If bidder withdraws its bid before opening of financial bid but after expiry of closing time of submission of bids in writing EMD of bidder will be forfeited. However, the financial bid of that bidder will also be opened, if it is technically qualified based on the tender Eligibility criteria, Further, after opening of Financial bids. If that bidder become H-1, that tender should be discharged and in other cases tender will be finalized. If H-1 bidder withdraws bid after opening of Financial Bid, EMD of bidder shall be forfeited and bidder will be debarred from participating in the bidding process of all future projects of IRCTC for a period of one year.

12. At any time prior to the application submission date, IRCTC may, for any reason, whether at its own initiative or in response to clarifications requested by an intending

applicant, modify the Tender through the issuance of Addendum/Corrigendum which will be given on IRCTC website www.irctc.com & www.tenderwizard.com/IRCTC IRCTC may, at its discretion, extend the bid submission date.

13. The bids shall remain valid for a period not less than one hundred and twenty (120) days from the due date of submission (Offer Validity Period). Validity of application may be extended for a specified additional period. Applications with validity less than 120 days shall be considered as non-responsive and shall be summarily rejected.
14. Any failure on the part of applicant to observe the prescribed procedure and any attempt to canvass shall render the bidders/bids liable for rejection.
15. IRCTC may terminate the contract if it is found that the bidder is blacklisted by any Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc. at the time of opening of tender or at any time during the currency of contract.
16. IRCTC reserves the right to reject any / all application or withdraw the tender at any stage without assigning any reasons. Nothing contained herein shall confer right upon an applicant or any obligation upon IRCTC.
17. It would be desirable that prior to the submission of application, the bidder has made a complete and careful examination of the requirements and other information set forth in this tender document.
18. IRCTC shall not be liable for any mistake or error or negligence by the bidder in respect of the above.
19. The submission of any offer connected with this tender shall constitute an undertaking that the applicant shall have no cause for claim, against IRCTC for rejection of the offer. IRCTC shall always be at liberty to reject or accept any offer at its sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against IRCTC.
20. Non-conformity: IRCTC may waive any minor nonconformity, or irregularity in a tender that does not constitute a material deviation, provided such waiver does not prejudice:
 - a) one that limits in any substantial way the scope, quality, or performance.
 - b) one that limits, in any substantial way that is inconsistent with the documents, IRCTC rights or the successful applicants' obligations under the contract; and
 - c) one that the acceptance of which would unfairly affect the competitive position of other applicants who have submitted substantially responsive applications.
21. If a bid is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the bidder by correction of the nonconformity. IRCTC's determination of application responsiveness will be based on the contents of application itself and any written clarifications sought by IRCTC in writing, the response to which shall also be in writing.
22. During bid evaluation, IRCTC may at its discretion, ask the applicant (s) for clarification(s) regarding its application and documents submitted. The request for clarification and its response shall be in writing. Additional documents if any required connected to tender will be requested by the evaluation committee and the same need

to be submitted by applicants.

23. IRCTC reserves the right to terminate the tendering process at any stage and will not be responsible for any loss or damages, which the bidder may incur in the process. The bids can be rejected without assigning any reason.
24. The applicants must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. Applications, which are not complete in all respects as stipulated above, may be rejected.
25. Material deficiency in providing the information asked for may result in rejection of the proposal.

26. Benefits to Registered SSI/MSEs firms (If Applicable)

26.1 Ministry of Micro, Small and Medium Enterprises (MSME) vide letter no. 21(1)2011-MA dated 25.04.2012 has notified a new Public Procurement policy for the Micro and Small Enterprises (MSEs) who are registered with

- (i) District Industries Centers or
- (ii) Khadi and Village Industries Commission or
- (iii) Khadi and Village Industries Board or
- (iv) Coir Board or
- (v) National Small Industries Corporation or
- (vi) Directorate of Handicraft and Handloom or
- (vii) any other body specified by Ministry of Micro, Small and Medium Enterprises.

26.2 Following benefits are available to such MSEs under this policy:

- (i) Issue of Tender document free of cost,
- (ii) Exemption from payment of Earnest Money,
- (iii) Relaxation in Prior Experience and Prior Turnover

Further, in case of tenders where splitting of quantity is possible, participating Micro and Small Enterprises quoting prices within in price band of L1 + 15% shall be allowed to supply a portion of requirements by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises can be together ordered upto 25% of the total tendered quantity. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).

Note:- In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1 + 15% may be awarded for full/complete supply of total tendered value to MSE.

26.3 Special provisions for SSI/MSEs owned by Scheduled Castes or Schedule Tribes and Women: Out of the 25% quantity of this E-Tender for SSI/MSEs a sub target of 4% quantity of this e-tender is earmarked for procurement from SSI/MSEs owned by the Scheduled Castes or the Scheduled Tribe entrepreneurs and 3% SSI/MSEs owned by woman entrepreneurs, provided that, in event of failure of such Micros and Small Enterprises to participate in E-Tender process or meet E-Tender requirements and L1

price, 4% sub target for procurement earmarked for SSI/MSEs owned by Scheduled Castes or the Scheduled Tribe entrepreneurs shall be met from other registered SSI/MSEs.

- 26.4 MSEs registered with any of the above agencies for the tendered item shall be exempted from payment of Earnest Money.
- 26.5 MSEs interested in availing themselves of these benefits must enclose, along with their offer, a copy of proof of their registration with any of the above mentioned agencies and also indicate the terminal validity date of their registration.
- 26.6 The registration certificate should also include information about the status in regard to their category i.e., the ownership MSE pertains to SC/ST/Other category clearly. Absence of any such information in the registration certificate would be taken as MSE failing in the category as “others”.

Note: The MSE who have availed the benefit of exemption of earnest money will not be allowed to withdraw their offer during the currency of the validity of offer or extended validity, if any such firm fails to observe this stipulation; action as per extant provisions are liable be initiated and equivalent amount of EMD will be treated as outstanding recovery. Note: The bidders must note that the benefits as specified above in Clause 26 shall be available to MSEs only for Goods produced and Services rendered by MSEs. Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of Public Procurement Policy. Decision of IRCTC in this regard shall be final and binding.

IRCTC reserves the right to award the contract to SSI / MSE units only up to their manufacturing capacity given in their SSI / MSE registration certificate as per detailed terms & conditions applicable for MSEs.

27. In terms of the Institute of Chartered accounts of India notification dated 02.08.2019 the following guidelines have been issued for information of public and necessary compliance of Member of Institute:-

A member of the institute in practice shall generate Unique document identification number (UDIN) for all kinds of the certification, GST and Tax Audit reports and other Audit, Assurance and attestation functions undertaken/signed by him which made mandatory from the following dated through announcements published on the website of the ICAI www.icai.org at the relevant time:-

- a) For all Certificates w.e.f. 1st February, 2019.
- b) For all GST and Tax Audit Reports w.e.f. 1st April 2019.
- c) For all other Audit, Assurance, and attestation functions w.e.f. 1st July 2019.

All applicants are directed to submit the certificate(s) i.e. Form 5 issued by Chartered Accountant with UDIN mandatorily. **In case FORM 5 is submitted without valid UDIN then, the bid shall not be considered.**

28. Eligibility Criteria:

S. No.	Criteria	Compliance	Documents to be submitted
1.	Legal Entity	The bidder should be a Legal Entity registered under the Companies Act, 2013 or	Copy of Certificate of Incorporation/Registration

		the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 OR Indian Partnership Act 1932.	/Partnership deed
2.	Office	The bidder must have a local office in India	Copy of address proof
3.	Compliance	The bidder should be compliant with IT Act, 2000 (including 43A)	Declaration signed by Authorized Signatory on letter head.
4.	Turnover	<p>The bidder should have average annual turnover of atleast Rs.10Crore in last three audited financial years. (FY2020-2021, 2021-22 &2022-23).Out of average annual of Rs.10 Crore, Rs.5 Crore should be related to software development of web-based governance, risk, and compliance technology and services or related activities.</p> <p>For MSEs</p> <p>The bidder should have average annual turnover of at least Rs.5 Crore in last three audited financial years. (FY2020-2021, 2021-22 & 2022-23). Out of average annual turnover of Rs.5 Crore, Rs.2.5 Crore should be related to software development of web-based governance, risk, and compliance technology and services or related activities.</p>	<p>Certificate from the Statutory Auditor/ Chartered Accountant in prescribed form 5.</p> <p>Form 5 submitted without valid UDIN shall not be considered.</p> <p>Turnover for each of all the financial years i.e. 2020-21, 2021-22 & 2022-23 as mentioned in FORM 5 should be reflected in UDIN certificate downloaded from ICAI website.</p>
5.	Blacklisting	The bidder should not be debarred/blacklisted/ banned by IRCTC or Railways or Ministry of Railways/other CPSUs/Govt. Deptt. in India as on date of submission of the Bid.	Declaration signed by the Authorized signatory in format given in the Annexure-I of the tender document.
6.	Legal	The bidder should ensure that there are no legal proceedings / inquiries / investigations which have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies for which performance under the contract will get adversely affected / may get affected.	Declaration signed by the Authorized signatory to be added in Annexure-I
7.	Experience	<p>The bidder should have completed atleast 3 projects related to implementing a compliance solution for equal or over 100 users for any Central Govt. of India/State Govt. of India/PSU/Govt. body of India/Public Listed Company* in the last five years. i.e. FY 2018-19 to 2022-23.</p> <p>FOR MSEs</p> <p>The bidder should have completed at least 1 project related to implementing a</p>	Work Order / Completion certificate from clients to be submitted

		<p>compliance solution for equal or over 100 users for any Central Govt. of India/State Govt. of India/PSU/Govt. body of India/Public Listed Company* in the last five years. i.e. FY 2018-19 to 2022-23.</p> <p><i>*For Public Listed Company, average turnover should be Rs.250 Crore or more in the last 3 (three) Financial Years.</i></p>	
8.	Manpower Strength	The bidder must have a workforce of at least 50 professionals, including experts in data center management, networking, system administration, cloud services, and cloud security, on their payroll as on the submission date of this bid. The service providers should have at least 02 compliance lawyers with a minimum of 02 years' experience in interpreting relevant laws and regulations. Additionally, the vendor / agency should designate a project manager with over 10 years of experience in compliance management.	Certificate from HR on the letter head of the bidder certifying the availability of the resources on their payroll as on date of submission of the bid as per the requirement.
9.	Tax payment	The bidder must have a valid GST Registration and PAN in India.	Valid copy of the certificate
10.	ISO Certifications	The bidder should hold valid certifications for ISO 27001.	Copy of certifications
11.	Technical Support	The bidder should have a functional 24*7 Helpdesk support with dedicated Toll-Free number to provide technical support over telephone, chat and ticketing system.	Copy of support matrix with mention of contact details
12.	O & M Support	<p>The bidder is required to provide O&M support with 24X7 TAC support. The bidder should have technical staff with the skill sets of (Software Development, System (Windows, Linux)/Network/Database/Security Administrator, Middleware/Application technical support experts, etc.)</p> <p>On demand on-site technical support is also to be provided by the vendor at the location where required.</p>	<p>Copy of support contract with O&M</p> <p>Undertaking signed by the head of IT Department in format given in the Annexure-II of the tender document.</p>

TECHNICAL EVALUATION CRITERIA

1. Technical Evaluation shall be based on the Technical Bid submitted by the Bidders as per Section 5 - Form of Technical Proposal.
2. The evaluation of the Technical Proposals shall be carried out on a maximum score of

100 as per the methodology mentioned in Section 5 – Form of Technical Proposal. For the computation of combined score, the technical scores will be given a weightage of 70% as follows:

Weighted technical scores (TS) = Total technical score x 0.70

Where total technical scores would be as computed under Section-5.

3. The presentation need not be included in the Technical Proposal. The Presentation shall be made as per schedule communicated by IRCTC and a copy of presentation to be submitted on email at the time of presentation.

FINANCIAL PROPOSAL

1. After the short listing of Bidders based on their Technical Proposal including the presentation, the Financial Proposals of only Technically Qualified Bidders would be opened. The Technically Qualified Bidders, if they so desire, may remain present at the time of opening of the Financial Proposals. The date and time of opening of the Financial Proposals would be shared with the Technically Qualified Bidders through tender wizard site.
2. The financial bid will be calculated on the basis of one-time fixed cost and AMC of 2 years together.
3. The Financial Proposal i.e., Cumulative of one-time fixed cost and AMC of 2 years together of the Technically Qualified Bidders will be given a weightage of 30%. The lowest price bid shall be given a financial score of 30 and the financial score of other bidders shall be made inversely proportionate to their prices as follows:

The Lowest Financial Proposal (“LFP”) will be given a Financial Score (“FS”) of 30 points.

$FS (\text{other bidders}) = 30 \times LFP / F$ (F= Amount of Financial Proposal of the other bidders other than LFP)

PROCEDURE FOR SELECTION OF VENDOR

1. Post qualification of the minimum eligibility criteria, the bidder(s) will be selected under Quality and Cost Based Selection method as described in this section and in accordance with the practices of IRCTC.
2. Proposals will finally be ranked according to their combined Technical Score (TS) and Financial Score (FS) as follows:
 $S = TS + FS$
3. The combined score based on Quality and Cost Based System (QCBS) of technical and financial proposals will determine the H1, H2, H3 and so on. The bidder scoring the highest points/marks (H1) based on the above principles would be selected as the Consultant/Service Provider for providing services for implementation of Statutory Compliance Management Application Software.

4. IRCTC proposes to appoint one vendor / agency.
5. In case two or more Bidders have a tie in their combined scores, the relative rankings would be determined such that the Bidder with higher technical score (as computed in Section 5 (Technical Proposal) will get higher ranking.
6. Timelines & Payment Schedule: Payment shall be Invoice based and shall be made as per following milestones:

PAYMENT TERMS

S. No	Items	Payment Terms
1	Submission of compliance checklist at Corporate Office	25% of one-time cost
2.	Submission of compliance checklist at Other Units of IRCTC	25% of one-time cost
3.	Go- Live	20% one-time cost
4.	After one year of go-live	30% one-time cost

The agency needs to submit detail of Bank A/c, Branch, IFSC code, etc., for enabling IRCTC to release the payment through RTGS.

Further, the agency has to submit the quarterly bill in triplicate duly certified by the concerned department / Controlling officer along with the log-book.

Then the bills will be verified by concerned Department of IRCTC after necessary verification & certification, she/he shall forward the same to Finance Department for consideration of payment.

1. **Schedule of Payment:** Within 15 days from the date of submission of bill.
2. **Tax Deduction:** TDS (Income Tax), GST TDS and other taxes as applicable shall be deducted at source at the rate prescribed in the Income Tax Act, GST Act and / or any other relevant Act from the gross value of each quarterly bill.
3. **Penalty:** If the agency fails to rectify the issues within 12 hours or system is down for more than 3 hours then necessary penalty will be recovered from the bills of the agency in the following manner:
 - For 1st Week @ Rs. 200/- per day for the delayed period.
 - For 2nd Week @ Rs. 400/- per day for the delayed period.

Delay in excess of 2 weeks will be sufficient to cause for termination of contract/order. In that case, the Security Deposit of the bidder shall be forfeited. The decision of IRCTC shall be final and binding in respect of any dispute relating to imposition of penalty.

SECTION-4

SCOPE OF WORK

E-Open Tenders are invited from interested & experienced parties for the job of ***“Implementation of Statutory Compliance Management Application Software”*** for IRCTC and its units across India. The list of offices and operational units are mentioned in **Annexure “A”**.

The scope of work is to study and analyze the Company’s operation to identify the applicable laws/rules/regulations at all levels including Central laws, State laws Municipalities laws, and any other laws/regulations etc. and develop, customize, install, operate and maintain computer software for setting up online Compliance Management System. The scope also includes training of the employees of the company on the said software with complete checklist lists for obligations to be mapped under various Central, State municipalities and other Statutes, Rules, Regulations, Guidelines, Notifications, Internal company policies etc. for the compliance which are applicable to the Company wholly or partially or to all or any of the Units/Offices of the company, with the details of responsibilities enumerated herein below:

SOLUTION REQUIREMENTS OVERVIEW:

1. The vendor will be responsible to provide management tool on IRCTC’s own server.
2. To study the legal compliance environment of IRCTC and to make complete mapping of all the legal obligations/tasks to be complied with under various Acts of Parliament and State Legislatures, and Rules, Regulations, Notifications, (including those issued by Municipalities) etc. made there under including all applicable Govt. guidelines.
3. To draw and prepare complete checklists of activities required for complying with all the applicable legal provisions, indicating the consequences of non-compliances such as fine, penalties and other punishments envisaged under relevant laws with different levels of criticality of non-compliances.
4. To identify the related Task Owners who shall be responsible for compliance of each of the legal obligations.
5. To provide training to all task Users, Sphere heads and other personnel involved in the compliances activity on the various legal provisions/ its impact/ compliance requirement/ activities required and the usage of software for ensuring effective compliance.
6. The Vendor shall carry out all maintenance activities and updation and up-gradation of the software on real-time basis for a period of 3 years and further extendable for 02 years from the implementation of software after achieving “Go-live”. The Web-based Application System must be hosted on IRCTC’s own server.
7. The Vendor will be responsible for the complete Data Privacy / Security and availability & Back-ups.
8. Data Encryption: The applicant’s confidential data (majorly but not limited to Executive ID No., Email ID and compliance updation etc.) must be stored in

encrypted form in the database. However, the data must be retrievable by IRCTC in decrypted form and in plaintext.

COMPLIANCE MANAGEMENT SOLUTION (CMS):

- a. The CMS shall help IRCTC through its management in tracking, streamlining controlling, reporting and coordinating all stages involved in the compliance management system implementation.
- b. CMS must be easy to use, intuitive, and user-friendly.
- c. CMS model should have the capability to have the data reside within the geographical boundary of India.
- d. CMS must be compatible with the latest versions of web browsers viz. Google Chrome, Firefox, Microsoft Edge, Microsoft Internet Explorer, Safari, etc.
- e. CMS must have a well-defined workflow mechanism.
- f. CMS should have the ability to scale up with additional requirements around users, sections, and features as part of future enhancements.
- g. CMS should have the ability to be extended, modified, and integrated with other application(s) in the future without reliance on a single company or team.
- h. CMS must have defined, the genuine licensing model for the software used in the development of the application.
- i. CMS must have training manuals and structured training sessions for various categories of users and necessary stakeholders.
- j. CMS must be able to have Single-Sign on an Active Directory Authentication capability.
- k. As an enhanced security measure, there must be role-based access to the Systems. User types may be admin, user, etc. Admin users should be capable of creating new users and making changes in the master if required.
- l. CMS must have real-time monitoring tools with Dashboard for higher-level supervision.
- m. CMS must have a facility for customization of MIS reports and statistical data of the compliances in different combinations as required by users from time to time. The MIS reports should have facilities like filtering and sorting. The MIS reports generated must be downloadable in at least .csv, .xls, and .xlsx formats.
- n. The designing and structuring of the database of CMS must be in such a way that the information collected shall meet all the requirements of users for future use without any data loss.
- o. CMS must ensure the auto-population of data wherever possible to reduce the manual effort of the users.
- p. The detailed list of technical features and domain-specific approaches of the CMS is mentioned below.

TECHNICAL SPECIFICATION

- **Compliance Management and Dashboard:**
 1. Ability to onboard/ select/ edit Compliances.
 2. Ability to create Statutory and user-defined (internal) compliances and related tasks.
 3. Ability to map to respective users to review, perform and take actions.
 4. Facility to view all Statutory, Regulatory, and Internal compliance (user-defined) and related tasks from a Live dashboard which is updated in real-time.
 5. Track the progress of all compliances i.e., Completed, Pending or overdue compliances, Corporate Actions, Due Dates, and Tasks can be viewed across Branch Locations based on the Governing Laws or Severity Types.

6. Filtering of objects (like tasks, compliances, assignee, priority, location) status, etc.
 7. Compliance Calendar.
 8. To view the tasks and compliances for the Day, Month, Quarter, and Year in a calendar format so that the user does not miss any deadline.
 9. Option to update any Compliance with a single click from the calendar.
- **Checklist Management:**
 10. Facility to manage complete compliance checklist for both, date, and event-driven compliances.
 11. Facility to assign compliances to individuals, teams, or departments.
 12. Set up due dates, reminders, and escalations.
 13. Enable review and approve workflow along with document upload capabilities to manage supporting documents and proof of compliance at the user and Admin levels.
 14. Facility to download the relevant forms and formats in the editable form required to complete the tasks and adhere to the compliances and provisions for online submission, as applicable.
 - **Task Management:**
 15. Compliance with individual tasks as per the statutory/non-statutory (internal) permission/ requirements
 16. Create, Edit, View, and Delete tasks based on the user.
 17. Task breakdown structure—linking of tasks, linking of tasks with compliances.
 18. Administrator control and monitor all assigned and unassigned tasks.
 19. Applicable to departments across locations
 20. Easily assignment of day to day or ad-hoc tasks to the team members and even external resources, auditors, law firms, and consultants.
 21. Facility to allocate one task to two or more users.
 22. Bulk update and review for general and repetitive compliances.
 - **Alerts and escalation management:**
 23. Automated reminders to users/owners before the due dates with escalations in case the task is not completed by the scheduled date to two levels above the users/admin /location officers.
 24. Automated compliance reminders to keep compliance owners updated on upcoming compliances and tasks.
 25. Alerts are to be triggered as per the configured escalation workflow.
 - **Automatic task trigger Management:**
 26. Automatic triggering of event-based compliances on the occurrence of events, and activation to the rightful owners upon positive confirmation in the system
 27. Non-triggering of events if the event has not occurred and it is negatively confirmed in the system.
 28. Email to alert the responsible user when the alerts are triggered for event-based compliances.
 - **Document storage and Archive management:**
 29. Secure and centralized document storage for all statutory approvals/ clearances etc.
 30. Easy search of the uploaded documents.
 31. Storage of all statutory reports and returns, compliance and task-related checklists, scanned copies of supporting proofs of filling, etc.
 32. Archival of yearly compliances with all concerned artifacts.
 - **Workflow:**
 33. In-built workflows to monitor and control compliances, tasks, etc. based on the specific requirement of the sections and the nature of the tasks/ compliances.

34. Best practice workflow to address changes in compliance (i.e., changes and extensions in compliance due dates).
 35. Assignment of the tasks/ compliances to different users (inter and intra sections) using smart tagging (good to have feature).
- **Compliance certification:**
 36. Automatic compliance certificate creation with customized client/ prospects format within the application by Departmental heads and other users as specified by client/ prospects.
 37. Option of generating compliance certification by user/location wise/risk status wise/Act wise/ business unit wise.
 - **Audit Trail management:**
 38. Compliance-wise audit trail history
 39. Audit trail history captures the Business username.
 40. Audit trail history captures the Status, Remark & updated document.
 41. All the activities performed by the business user are captured along with the action history date & time.
 42. Audit trails management to be made available to the administrator/ master user.
 43. This facility is to be locked if the compliance certificate is generated by HOD.
 - **MIS reports:**
 44. Automatic generation of report monthly/ quarterly/yearly to the respective users
 45. Availability of pre-defined report templates as per the statutory guidelines. The MIS reports generated must be downloadable in at least .csv, .xls, .xlsx, and .pdf formats.
 - **Statutory forms integration:**
 46. All statutory forms to be automatically prepared/ available in the system.
 47. Ability to define and reuse client/prospects' defined templates.
 - **Email Management:**
 48. Automated email triggers to be enabled.
 49. Integration with SAP/ Active Directory/ any other 3rd party applications. The system should have the provision to integrate with client/prospects' ERP or Active Directory system or other 3rd party applications for real-time data exchange.
 50. Alerts to be enabled to the administrator from the compliance system in case of any change in a user profile in ERP system.
 - **Web and Mobile Application:**
 51. A web to be enabled for users to comply with all the tasks, compliances, etc.
 52. The web application is expected to be device agnostic/ responsive which can be accessed seamlessly from various user devices like desktop, mobile, etc.
 - **Internal Audit Management:**
 53. Include compliance for Audit if required.
 54. Separate tab for compliance included in Audit.
 55. Assign the Internal Auditor to Audit the compliance.
 56. Update the auditor remark with status and date.
 57. All the scheduled Audit tasks can be centrally monitored for all your locations.
 58. A comparative report is to be generated.
 - **Notice Management:**
 - Notice Approval workflow

59. Once the Notice is approved then only the same is available for business users assign multiple users to complete the task along with mandatory document.
- Assign Reviewer for Notice
60. This will be required to be in-built as a part of the compliance management system. A central repository of all notices to be maintained triggers and escalation to be sent for all notices across all locations.
61. Notices to be converted into compliances.
- **License tracking:**
62. The facility to track the expiry of the license and submission of returns if any.
- **Updation of compliances:**
63. The Updation of the Laws / Rules / Regulations.
64. One of the ways of Updation of compliances in the software – is through batch file updates.
65. This can be done by either by Admin/ Vendor.
- **Access Control**
66. A custom-defined role-based access control mechanism.
- **Auditor access**
67. Ability to provide required access to internal, external, or statutory auditors.
- **Search**
68. Search for objects like documents, compliances, and tasks.
- **Export and Import**
69. The product shall have the capability to export the data to file (.csv and .pdf)
70. The product shall have the capabilities to import the data from external file (.csv and .pdf) as bulk upload.
- **Third Party**
71. CMS should have capability to monitor third party compliances.

IMPLEMENTATION AND SUPPORT:

72. **Work Schedule:** The successful bidder will draw a work schedule of each activity indicating Installation/Training/Handholding support to be carried out on with the time schedule. The work schedule is to be drawn in consultation with the IRCTC nominated department.
73. **Maintenance of Records/Log-Books:** The successful bidder will maintain the records of the works performed through a log-book in soft copy/hard copy. These log-books are to be verified and by the in charge of IT/Technical Deptt and nominated nodal officer on monthly basis. In case of any irregularity/deficiency noticed, action shall be taken as per applicable rule.
74. The call should be attended within 24 hours from the time of intimation from IRCTC, failing which necessary penalty will be charged.

SECTION-5

TECHNICAL EVALUATION CRITERIA

In order to qualify in the Techno-Commercial Bid, the bidder must submit the documentary evidence in support of the followings:

S. No.	Criteria	Compliance	Max Marks	Documents to be submitted
1.	ISO Certifications	<p>The bidder should be certified minimum with following certificates: 1. ISO 27001</p> <p>Any of the below certifications would be awarded an additional 5 marks: 1. ISO 9001 2. ISO 20000 3. ISO 22301 4. CMMI 3 or above Marks: If only ISO 27001: 10 Marks For additional certificates, a maximum of 10 marks shall be awarded i.e. @ 2.5 marks each for S.NO. 1-4 above.</p>	20	Valid Copy of certifications to be submitted
2.	O & M Support	<p>The bidder should have O&M support with 24X7 TACsupport. The bidder should have technical staff with the skill sets of (Software Development, System (Windows, Linux)/ Network/ Database/ Security Administrator, Middleware/Application technical support experts, etc.)</p> <p>On demand on-site technical support is also to be provided at IRCTC at the location, where required.</p> <p>Marks: <25 technical staff or =25 technical staff: 0 Marks >25 technical staff: 3 Marks >50 technical staff: 5 Marks</p>	5	<p>Copy of support contract with O&M.</p> <p>Undertaking signed by the head of IT Department in format given in the Annexure-II of the tender document.</p>
3.	Manpower Strength	<p>The bidder should have a workforce of at least 50 professionals, including experts in data center management, networking, system administration, cloud services, and cloud security, on their payroll as on the submission date of this bid.</p> <p>The bidder should have at least 02 compliance lawyers with a minimum of 02 years' experience in interpreting relevant laws and regulations. Additionally, the vendor / agency should designate a project manager with over 10 years of experience in compliance</p>	10	Certificate from HR on the letter head of the bidder certifying the availability of the resources on their payroll as on date of submission of the bid as per the requirement.

		management. Marks: > 2 lawyers and >1 Manager: 10 marks =2 lawyers and =1 manager: 5 marks < minimum: 0 marks		
4.	Technical Support	The bidder should have functional 24*7 Helpdesk support with dedicated Toll-Free number to provide technical support over telephone, chat and ticketing system. Marks: Yes = 10 marks, No = 0 marks	10	Copy of support matrix with mention of contact details
5.	Experience	The bidder should have completed atleast 3 projects related to implementing a compliance solution for equal or over 100 users for any Central Government of India/State Government of India/PSU/Government body of India/ Public listed Company* inthe last 5 (five) financialyears. – 10 marks In case, the bidder has atleast 2 PSU clients in the last 5 years- Additional 10 Marks. ≥ 02 PSU: 10 Marks ≤ 1 PSU : 5 Marks 0 PSU: 0 Marks For MSE The bidder should have completed atleast 1 project related to implementing a compliance solution for equal or over 100 users for any Central Government of India/State Government of India/PSU/Government body of India/ Public listed Company* in the last 5 (five) financial years. – 10 marks In case, the bidder has atleast 1 PSU client in the last 5 years- Additional 10 Marks. ≥ 01 PSU: 10 Marks 0 PSU: 0 Marks	20	Work Order/ Copy of Completion Certificate from Clients
6.	Solution Capability	Technical Presentation and Quality of Proposal. Presentation should be strictly made on the given points.	35	Technical Presentation

****For Public Listed Company, average turnover should be Rs.250 Crore or more in the last 3 (three) Financial Years. Certificate of Practising Chartered Accountant for turnover to be submitted.***

Note:

- I. Declaration to the effect that the applicant has carefully read all the terms & conditions of the Tender Document and he is fully satisfied and accepted all the terms & condition of the Tender as per **Annexure-I**.

- II. Minimum essential eligibility will be evaluated on the basis of documents as detailed above.

- III. The Technical Evaluation Committee appointed by the IRCTC shall carry out its Technical evaluation as per criteria specified in the eligibility criteria in Section -5 of Tender document. Thereafter, technically qualified applicants would be called for financial quote for implementation of statutory compliance management application software for IRCTC.

- IV. After the short listing of vendor / agency based on their Technical Proposal including the presentation, the Financial Proposals of only Technically Qualified Bidders would be opened. IRCTC will appoint vendor / agency for the implementation of statutory compliance management application software for IRCTC for 03 (Three) years and further extendable for 02 (Two) years subject to satisfactory performance and request in writing by the selected agency.

- V. All the intending applicants are required to be technically eligible as per the 'Minimum Essential Criteria' & Technical Evaluation Criteria mentioned in the tender document.

FORM OF TECHNICAL BID

Ref: IRCTC/CO/Statutory Compliance/2023-24.

SN	Techno-Commercial Eligibility Criteria	Documents Reqd.	Supporting Document kept at page no.
(to be filled by the applicant)			
General Information			
1	Name and full address of the applicant with Telephone, Fax Number(s) & Email address, and Name of Contact Person.		
2	In case of Company –	(i) Memorandum of Association (MOA) and Articles of Association (AOA). (ii) Certificate of incorporation issued by Registrar of companies,	
3	In case of Firm, registered under the Partnership Act., 1932	Certificate of Registration under the Partnership Act, 1932 along with valid partnership deed.	
4	Permanent Account Number (PAN)-enclose copy of PAN card of Entity applying for Empanelment. Enclose PAN card of Individual/ Proprietors in case of Individual/ Proprietorship firm.	PAN-_____	Self-Attested
5	Copy of GST (Goods & Service Tax) registration certificate for all states	GST Reg. No._____	Self-Attested
6	Integrity Pact dully filled (in the blank space Provided) and signed by the bidders	SECTION-10	Self-Signed/ digitally signed.
Mandatory Criteria			
1	The bidder should be a Legal Entity registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 OR Indian Partnership Act 1932.	Copy of Certificate of Incorporation/Registration/Partnership deed	
2	The bidder must have a local office in India	Copy of address proof	
3	The bidder should be compliant with IT Act, 2000 (including 43A)	Declaration signed by Authorized Signatory on letter head.	
4	The bidder should have average annual turnover of at least Rs.10Crore in last three audited financial years. (FY2020-2021, 2021-22 &2022-23).Out of average annual turnover of Rs.10 Crore, Rs.5 Crore should be related to software development of web-based governance, risk, and compliance technology and services or related activities. For MSEs The bidder should have average annual turnover of at least Rs.5 Crore in last three audited financial years. (FY2020-2021,	Certificate from the Statutory Auditor/ Chartered Accountant in prescribed Form 5. Form 5 submitted without valid UDIN shall not be considered. Turnover for each of all the financial years i.e. 2020-21, 2021-22 & 2022-23 as mentioned in FORM 5 should be reflected in UDIN certificate downloaded from ICAI website.	

	2021-22 & 2022-23).Out of average annual turnover of Rs.5 Crore, Rs.2.5 Crore should be related to software development of web-based governance, risk, and compliance technology and services or related activities.		
5	The bidder should not be debarred/blacklisted/ banned by IRCTC or Railways or Ministry of Railways/other CPSUs/Govt. Deptt in India as on date of submission of the Bid.	Declaration signed by the Authorized signatory in format given in the Annexure-I of the tender document.	
6	The bidder should ensure that there are no legal proceedings / inquiries / investigations which have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies for which performance under the contract will get adversely affected / may get affected.	Declaration signed by the Authorized signatory to be added in Annexure-I	
7	The bidder should have completed at least 3 projects related to implementing a compliance solution for equal or over 100 users for any Central Govt. of India/State Govt. of India/PSU/Govt. body of India/Public Listed Company* in the last five years. i.e. FY 2018-19 to 2022-23. <i>*For Public Listed Company, average turnover should be Rs.250 Crore or more in the last 3 (three) Financial Years.</i>	Work Order (WO)/ Completion certificate (CC) from clients to be submitted as under: 1. WO/CC issued by _____ dated____ 2. WO/CC issued by _____ dated____ 3. WO/CC issued by _____ dated____ 4. ----- 5. -----	
	FOR MSEs The bidder should have completed at least 1 project related to implementing a compliance solution for equal or over 100 users for any Central Govt. of India/State Govt. of India/PSU/Govt. body of India/Public Listed Company* in the last five years. i.e. FY 2018-19 to 2022-23. <i>*For Public Listed Company, average turnover should be Rs.250 Crore or more in the last 3 (three) Financial Years.</i>	Work Order (WO)/ Completion certificate (CC) from clients to be submitted as under: 1. WO/CC issued by _____ dated____ 2. WO/CC issued by _____ dated____ 3. WO/CC issued by _____ dated____ 4. ----- 5. -----	
8	The bidder must have a workforce of at least 50 professionals, including experts in data center management, networking, system administration, cloud services, and cloud security, on their payroll as of the submission date of this bid. The service provider should have at least 02 compliance lawyers with a minimum of 02 years' experience in interpreting relevant laws and regulations. Additionally, the vendor / agency should designate a project manager with over 10 years of experience in compliance management.	Certificate from HR on the letter head of the bidder certifying the availability of the resources on their payroll as on date of submission of the bid as per the requirement	

9	The bidder should hold valid certifications for ISO 27001.	Copy of certifications	
10	The bidder should have a functional 24*7 Helpdesk support with dedicated Toll-Free number to provide technical support over telephone, chat and ticketing system.	Copy of support matrix with mention of contact details	
11	The bidder is required to provide O&M support with 24X7 TAC support. On demand on-site technical support is also to be provided by the vendor at the location where required. The bidder should have technical staff with the skill sets of (Software Development, System (Windows, Linux)/ Network/ Database/ Security Administrator, Middleware/ Application technical support experts, etc.)	Copy of support contract with O&M. Undertaking signed by the head of IT Department in format given in the Annexure-II of the tender document.	
12	EMD of Rs.1,00,000/--	Snapshot of EMD submission	
13	MSE/Udyam certificate (if applicable)	MSE/Udyam certificate	

CERTIFICATE TO BE GIVEN BY THE BIDDER:

I/we certify that the above-mentioned particulars are correct and true to the best of my / our knowledge. In case any statement made above is found incorrect, my/our tender may be rejected by the company.

Further, I/we also certify that I/we have visited the site and got acquainted with local conditions. I/we also authorize the company to forfeit my earnest money in case I/we fail to take up the job in the event of acceptance of my/our tender by IRCTC Limited.

SIGNATURE OF THE BIDDER WITH SEAL & DATE

SECTION-6

FORM OF FINANCIAL PROPOSAL

S. No.	Items	Rate (Rs.)	
		Words	Figures
A. Fixed Cost (One Time)			
1.	Identification and preparation of checklists of all laws, rules, regulations, etc. applicable to IRCTC; and Implementation of Legal Compliance Tracking software including server set-up (32 units)		
Total(A)			
B. Recurring Cost (Yearly basis)			
2.	Annual Maintenance Charges* per year (it will include Updation of the system of Statutory Compliancedatabase, Maintenance of the system, upgradation & Handholding support)		
Total (B) Total recurring cost for 02 years			
Total(A+B)			

* Annual Maintenance License Fee shall be paid from second year onwards.

- I. Financial Bid shall be in two parts i.e., **One-Time cost** and **Annual Maintenance Charges**.
- II. Quotes should be exclusive of GST which shall be paid extra (as applicable from time to time).
- III. All payments are subject to TDS, if any, applicable as per the law in force.
- IV. In the event of any discrepancy in between figures and words, the amount quoted in words will be considered.
- V. IRCTC reserves the right to pause the engagement in the duration of the contract subject to maximum gap of 03 months.
- VI. The L-1 offer will be evaluated on the basis of Fixed Cost-plus Annual Maintenance Charges for 2 years together.

SECTION-7

ROLE OF IRCTC AND STATUTORY COMPLIANCE AGENCY

(A) Role of IRCTC

1. IRCTC will shortlist the agency among the applicants who will be eligible to participate in the tendering process through e-tender for the implementation of statutory compliance management software application. IRCTC will open the Financial Proposals of only Technically Qualified Bidders. The Technically Qualified Bidders, if they so desire, may remain present at the time of opening of the Financial Proposals.
2. IRCTC will provide necessary infrastructure to the staff that will deploy by the agency in IRCTC for the implementation of the statutory compliance management application software.

(B) Role of the Agency

1. Agency will submit technical and financial bids as prescribed in the tender document.
2. No tender will be accepted through e-mail.
3. After receipt of Letter of Award for the implementation of statutory compliance management application software, the agency will mobilize its resources for the requisite services.
4. The Implementation process shall start from the date mutually agreed by the IRCTC and Agency.
5. The Agency is expected to provide timely and good quality of services as per the given Scope of Work in this tender document.

SECTION-8

GENERAL CONDITIONS

1. **Bid Submission**: The bidder shall submit the Tender in 1 (One) part consisting of Part – I (Technical Bid) and second part consisting of Part-II (Financial Bid). Earnest Money shall be paid through online at the tender wizard site. Non-payment of EMD by the bidders the above tender shall be considered as invalid and will be rejected. Tenders can only be uploaded through online at tender wizard site. Tenders will be uploaded by upto 12.00 P.M. on 30.07.2024 and will be opened on the same day at 12.15 P.M in the presence of bidders or the authorized representatives. Tender uploaded after scheduled date & time will be rejected.

The Security Deposit of 5 % of the total value of Contract (one-time Fee + AMC for 2 years together) shall be paid by the selected vendor /agency within 7 days of letter of award.

2. IRCTC reserves the right to terminate the Bid process at any stage and will not be responsible for any loss or damages which the applicant may incur in the process. The application can be rejected without assigning any reason.
3. The application once submitted would be binding on the Party and any subsequent alteration/ amendment will not be entertained.
4. Applicant will be responsible for compliance with applicable laws such as GST Rules, Provident fund, Labour Law or any other law of the land and registration /approval from statutory authority, wherever required.
5. In case the applicant suffer any loss on account of his being restrained by the IRCTC or any competent authority for indulging in illegal activities or any contravention of any law or rejection of application for selection through this Bidding process, he shall not be entitled to any compensation whatsoever.
6. Dispute Resolution.
 - (a) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.
 - (b) The Parties hereto will submit demand in writing that the dispute /difference be referred to arbitration. The demand for arbitration shall specify the matters which are in question, or subject of dispute or difference as also the amount of claim item wise.
 - (c) Only such dispute or difference, in respect of which the demand has been made together with counter claims or setoff given by IRCTC shall be referred to arbitration and other matters shall not be included in the reference.
7. In the event of demand made as mentioned herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be referred to a mutually appointed Sole Arbitrator from IRCTC's list of empanelled Arbitrators. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the parties in equal proportion. In the event of any breach of the said

- terms and conditions of the tender, IRCTC shall be entitled to forfeit the Security Deposit/EMD besides de-empanelling and debarring the agency from participating in the future project of IRCTC for upto a period of 03 years.
8. IRCTC will not call for new documents during the tendering process. The decision of selection will be taken based on uploaded documents only.
 9. The agency shall comply with any other instructions issued by IRCTC from time to time within a reasonable time, as may be necessary.
 10. The bidder may visit the site and ascertain the condition and all other factors likely to affect the rate to be quoted by him. He will be deemed to have quoted for the incidence of extra cost, if any due to such site conditions and other factors. Employer is not liable for any damages whatsoever if conditions differ during the operation of the contract and for which no complain shall be entertained.
 11. EMD of the unsuccessful Bidders shall be returned tentatively within 60 (sixty) days from date of issue of Letter of Award (LOA) to the Successful Bidder. The EMD of the successful Bidder shall be returned upon the submission of Security Deposit in the form RTGS/NEFT. **The EMD amount deposited by the successful Bidder shall not be adjusted with Security Deposit to be deposited by the successful bidder.**
 12. The Earnest Money Deposit (EMD)/Security Deposit of the successful bidder shall be forfeited if the bidder fails to take up the job within 15 days from date of issue of Letter of Award (LOA) or suitable extension in written up to 15 days at the sole discretion of IRCTC, after that the contract shall be terminated forfeiting Earnest Money Deposit /Security Deposit and debarment from participating in future contracts of IRCTC for a period of 01 year.
 13. Any request from the bidder in respect of additions, alternations, modifications, corrections etc. in either terms & conditions or rates of his Tender after opening of the Tenders, shall not be entertained under any circumstances. By submitting a Tender for the work the bidder will be deemed to have satisfied himself that the rates quoted by him in the Tender will be adequate to complete such work according to the specification and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during its progress/ execution. Any complaints in this regard after submission of offers shall not be entertained.
 14. Conditionals bids not adhering to Tendered terms & condition are liable to be rejected.
 15. The bidder will have to upload all the pages of Tender documents duly sign and seal as token of its acceptance.
 16. The work shall have to be executed as per the programme and instructions of IT Deptt./Concerned officer-in-charge nominated by the IRCTC.
 17. **Exit Clause:** Both the parties have right to exit from this contract/agreement by serving notice in writing of at least 30 days. However, they will continue to liable for the work done during the contract period even after contract period. In case of non-observance/violation of any statutory law/guideline, if the company is held responsible by any authority, the agency will be indemnified by the company, in addition to forfeiture of Security Deposit/Earnest Money Deposit if the liabilities are not met by the agency.
 18. **Data Handover:** If the contract is being terminated by either party, the complete data backup will be handover to IRCTC in SQL format or any other database format and/or PDF and the agency may erase all the information and database from their server and will not have any further access to the data of IRCTC. The employees of the agency shall not use or share such data with any person/entity/organization after the data handover and if on enquiry it is found that there has been sharing of secret data of IRCTC, IRCTC shall be at liberty to take appropriate steps as permissible in law including claim of damages which may be double the amount of the present contract and/or

blacklist of the organization for participating further work of the company. The agency's liability for any claim arising out of this software usage for any reason whatsoever is limited to the actual amount paid.

19. The Implementation/Maintenance/Training/Support etc. and related job should be carried out under the supervision of IT Deptt. of IRCTC or any authorized person of the company. At least 7 days training/ Hand holding support of at least 50 heads should be provided at Corporate Office and 10 heads each for Zonal, Regional Offices and 02 heads at operational units. The agency shall be capable of troubleshooting/rectification of bugs in time required to set right the functional issues/breakdown. In case of non-performance / critical issues unattended for a period of 1 weeks / poor service during the period of execution of the job, the company reserves the right to terminate the contract at any point of time after serving a notice of one month in advance.

20. Period of Contract:

The contract shall be for a period of 3 (three) years from the date starting the work. The contract may be further extended for 02 more years on successful completion of 3 years subject to satisfactory performance at sole discretion of IRCTC.

**SIGNATURE OF THE BIDDER
WITH SEAL & DATE**

SECTION-9
INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD
(A Government of India Enterprise)

STANDARD CONDITIONS OF CONTRACT

1.0 General:

1.1This Contract shall be governed by the Laws of India for time being in force.

1.2Reference to any Statute or Statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended.

1.3Irrespective of the place of deployment, pick-up and delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of the tender has been issued.

1.4Any notices required to be given under this agreement/contract shall be in writing and shall be deemed to have been served if sent by registered/airmail/courier post/mail correctly addressed to the Parties to this Contract

1.5Words importing the singular shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa. References to whole shall include the part and vice versa.

1.6The Courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

1.7The Firm/Service Provider/Agency shall provide the services to the IRCTC in the areas and manner as discussed. The Firm/Service Provider/Agency shall undertake and assure the IRCTC that the services shall be provided efficiently in the predetermined schedule. Besides this, services will also be rendered by the Firm/Service Provider/Agency as and when desired by the IRCTC even though it may not be as per schedule on charges as may be agree to separately.

1.8The Firm/Service Provider/Agency shall not sublet or appoint any sub-contractor to carry out any obligations under the contract in any manner.

1.9The Firm/Service Provider/Agency shall maintain all registers required under various Acts, which may be inspected by the IRCTC as well as the appropriate authorities at any time.

1.10The Firm/Service Provider/Agency shall provide the services at such times and in such manner as communicated by IRCTC from time to time.

1.11The quality and punctuality of/in rendering of the said services are the essence of the contract and the Firm/Service Provider/Agency undertakes to abide by them at all times.

1.12The Firm/Service Provider/Agency shall take proper instructions from time to time from IRCTC for the execution of the contract at the different places and will faithfully comply with the same during the currency of the contract.

1.13In case, the Firm/Service Provider/Agency commits Breach of any of the terms and conditions hereof and/or fail/neglect to carry out any instructions issued to him by the IRCTC

from time to time, it shall be Open and lawful for the IRCTC to terminate the contract forthwith without assigning any reason and can get the work done by any person(s) or through any other agency or Firm/Service Provider/Agency at the damages of the Firm/Service Provider/Agency and firm shall have no right to claim/any claim/any compensation whatsoever on this account.

1.14In the event of failure of the Firm/Service Provider/Agency to provide the services or part thereof, as mentioned in this contract for any reasons whatsoever, IRCTC shall be entitled to procure services from other sources and the Firm/Service Provider/Agency shall be liable to pay forthwith to IRCTC, the difference of payments made to such other sources, besides damages at double the rate of payment for the period of failure in providing the services or part thereof.

1.15In the event of any dispute or difference arising out of operation of this contract, the same will be referred to the sole arbitration and the sole arbitration will be appointed by the Head of the IRCTC whose decision shall be final and binding on both the parties. The venue of arbitration and conciliation ACT, 1996 shall apply to the arbitration.

1.16Schedule of Work can be increased or decreased during the currency of contract, depending upon the actual requirements of the organization.

1.17The employees/agents of the Firm/Service Provider/Agency shall never be considered to enjoy any right to enter the premises of the IRCTC by virtue of this contract or otherwise at any time except with the prior permission of the IRCTC.

1.18The contract may be terminated forthwith if either party becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors, the other party shall have the right to immediately terminate this contract.

1.19Either party's liabilities for any charges payments or expenses due to the other party which accrued prior to the termination date shall not be extinguished by termination, and such amounts (if not otherwise due on an earlier date), shall be immediately due and payable on the termination date.

1.20Any obligations under this contract which either expressly or by their nature is to continue after termination or expiration of this contract shall survive and remain in effect.

1.21**Certificates/ permissions** – The Service Provider/Agency/Firm will obtain necessary certificates/permissions as required by law from the Competent Authority. In case of any offense on the services, Service Provider/Agency will be solely responsible for its penalty and consequences.

1.22Audit Agency will immediately intimate to IRCTC in writing for deny of services in respect of a particular bidder (to which audit agency has some legal relationship or has act as consultant/auditor in issuing of any documents/certifications) in accordance with applicable law or professional obligations. The disclosure of any conflict should be mandatory by the audit agency.

2 System of payment

2.1 Payment will be made at the accepted rates plus applicable tax to the Firm/Service Provider/Agency by IRCTC on completion of Each Tender Check (work) and submission of

reports (Hard & Soft Copy) to the satisfaction of IRCTC. Any fine/penalty will be calculated and deducted from the bills of the Firm/Service Provider/Agency on the services made and accepted.

2.2 Invoice should be GST compliant and have following minimum particulars:-

(a) Name & Address of Firm/Agency, GST No & PAN No; (b) Name & Address of IRCTC with GST No.; (c) Description of service provided; (d) Value of Taxable service; (e) GST payable; (f) Invoice should be serially numbered (g) HSN/SAC code (h) Date of invoice

2.3 Payment will be made on successful completion of the each check in stipulated time as per the contract.

2.4 The firm will raise the invoice to IRCTC.

2.5 The payment will be arranged by way of cheque/NEFT only. Payment of invoice will be made as soon as possible after the same has been duly checked and passed for payment.

2.6 In case of non-compliance of instructions or non-completion of task within reasonable time, suitable penalty as decided by IRCTC shall be imposed. The Competent Authority to impose the penalty shall be GGM/Services.

2.7 It is mandatory for Firm/Agency/Service Provider to raise invoice within 30 days from completion of service.

2.8 No payment will be made unless the invoice is as per GST rules.

2.9 The Agency/Firm/Contractor/Licensee must give an undertaking certifying that the party is depositing all the statutory dues to the Government (on Non-Judicial stamp paper of Rs. 10/- or as applicable). The documentary evidence/ Challan as proof of remittance of taxes must be submitted every month/ as and when demanded.

IRCTC reserves the right to arrange emergent services in case of failure of services/degraded services in part or full as per requirement placed by the IRCTC and amount paid for such services/items should be adjusted from your Bill and may take following punitive actions.

*a) **The occurrence of such event on regular basis during the contract period will lead to punitive action by IRCTC at any time after serving notice time for 14 days to the service provider on such event. For such irregularities the services/items will be arranged from other source and difference amount will be deducted from the bill of service provider. Severe action may also be taken by Competent Authority as deemed fit as per circumstances if service provider continues such irregularities after due approval from the Competent Authority.***

3. Withholding and lien in respect of sums claimed.

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Firm/Service Provider/Agency, IRCTC shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from security, if any, deposited by the Firm/Service Provider/Agency and for the purpose aforesaid, IRCTC shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claims. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Firm/Service Provider/Agency, IRCTC, shall be entitled to

withhold and have lien to retain to the extent of the such claimed amount or amounts, from any sum or sums found payable or which at any time thereafter may become payable to the Firm/Service Provider/Agency under the same contract or any other contract with IRCTC pending finalization or adjudication of any such claim.

3.1 It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by IRCTC will be kept withheld or retained as such by the purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court.

3.2 Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by IRCTC from the Firm/Service Provider/Agency, shall be decided by IRCTC, whose decision thereon shall be final and binding on the Firm/Service Provider/Agency.

4. Corrupt Practices:

Firm/Service Provider/Agency is expected to observe the highest standard of ethics during the execution of this contract. If the Firm/Service Provider/Agency has engaged in corrupt or fraudulent practices, in competing for or in executing the contract, IRCTC may, after given 14 days' notice to the Firm/Service Provider/Agency, terminate the Contract. In pursuit of this policy, IRCTC:

4.1 Defines, for the purposes of this provision, the terms set forth below as follows:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of IRCTC and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive IRCTC of the benefits of free and Open competition.

“No unlawful and Illegal activities” The Service Provider/Agency and/or its staff shall not carry on any unlawful, immoral or illegal activity. It is clarified that if the IRCTC suffers any loss or damage on account of the Service Provider/Agency being restrained by the Railway/IRCTC or any other competent authority for indulging in such illegal activities or any contravention of any law, the Service Provider/Agency shall not be entitled to any compensation whatsoever.

5. Breach of Contract:

5.1 Any breach of the terms & conditions mentioned in this tender document by the Firm/Service Provider/Agency, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Firm/Service Provider/Agency) or the committing of any offence by the Firm/Service Provider/Agency or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle IRCTC to cancel the contract and all or any other contracts with the Firm/Agency/Service Provider and to recover from the Firm/Agency/Service Provider the amount of any loss arising from such cancellation.

5.2 IRCTC will reject a proposal for award if it determines that the tenderer being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

6. Arbitration:

a. In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract or the respective right and liability of the parties on any matter in question, with reference to the contract, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, such party may submit demand in writing for reference of dispute to arbitration as prescribed herein.

b. The parties will submit demand in writing that the dispute/differences be referred to arbitration. The demand for arbitration shall specify the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.

c. Only such dispute or differences, in respect of which the demand has been made, together with counter claims of setoff given by IRCTC shall be referred to arbitration and other matters shall not be included in the reference.

d. In the event of demand made as mentioned herein above, such dispute or difference arising under any of these conditions or in connection with this contract (except as to any matters the decision of which is specially provided by these or the special conditions) shall be referred to Sole Arbitrator from the panel of Arbitrators appointed by Chairman and Managing Director of IRCTC. The award of arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be at New Delhi. The fees and expenses of the Arbitration tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion. The arbitration fee shall be calculated as per circular dated 18.10.2019.

7. Consequences of Default:

If the Firm/Service Provider/Agency shall omit to perform and observe any of the terms, conditions, obligations herein contained which by this agreement are to be observed and performed by the Firm/Service Provider/Agency, then it shall be lawful for the IRCTC any time thereafter to terminate the Contract agreement and forfeit the Security Deposit SUBJECT HOWEVER to the IRCTC having given to Firm/Service Provider/Agency the time limit as per schedule prescribed by IRCTC, in writing to remedy or make good such breach and in spite of such notice the Firm/Service Provider/Agency having failed to remedy the breach.

IRCTC shall have the right to terminate the agreement forthwith at the cost and consequence of the Bidder in the following events:-

In the event of the bidder convicted by the court of law under Criminal Procedure Code or any other law

In the event of proprietor or firm being judged insolvent or any proceedings for liquidations of compositions under insolvency act or the firm dissolved under the Indian Partnership Act or in the bidder being a company, if the company shall pass any resolution to wind up the business either compulsorily or voluntarily.

Repudiation of agreement by bidder or otherwise evidence of intension not bound by agreement.

8. Exit Clause:-

8.1 Exit by Service Provider/Agency with/without notice shall be treated as breach of terms and conditions and Service Provider/Agency will be terminated with forfeiture of all deposits including SD and debarment for a period of three years.

8.2 Exit by both parties: Both the parties have right to exit from this contract/agreement by serving notice in writing of at least 30 days. However, they will continue to liable for the work done during the contract period even after contract period. In case of non-observance/violation of any statutory law/guideline, if the company is held responsible by any authority, the agency will be indemnified by the company, in addition to forfeiture of Security Deposit/Earnest Money Deposit if the liabilities are not met by the agency.

9. LabourLaw:-The Service Provider/Agency shall comply with the provisions of all labour legislations' including the requirements of:

- Payment of Wages Act
- Employees' Compensation Act
- Shops & Establishment Act
- PF & ESI Acts
- Child Labour (Prohibition and Regulation) Act, 1986.
- Contract Labour (R&A) Act, 1971
- Minimum Wages Act, 1948.

The Railway /IRCTC will not accept any responsibility for the loss/damage/injury(including death) caused to the Contractor or to the personnel engaged by him in the process of rendering services under this contract and no claim/compensation will be entertained in this regard.

10 Miscellaneous:

10.1 Successful parties would be given maximum seven (07) days' time or less time, as the case may be, from the date of issue of the letter of award, to convey his acceptance of award of contract. In case Firm/Service Provider/Agency fails to accept the offer of award of contract, his Earnest Money Deposit (EMD), if any, shall be forfeited by IRCTC. The Firm/Service Provider/Agency shall be debarred from participating in the future projects of IRCTC for a period as mentioned in Withdrawal clause.

10.2 Any notice to be served on the Firm/Service Provider/Agency's shall be deemed to be sufficiently served if delivered at or sent by post/mail to the Firm/Service Provider/Agency at their registered office or last known place of business. Any notice to be served by the Firm/Service Provider/Agency on IRCTC shall be deemed to be sufficiently served if, delivered/sent by registered post /mail to the Indian Railway Catering and Tourism Corporation Limited at IRCTC concerned Zonal Office:

10.3 Till the formal agreement/LOA is issued Firm/Service Provider/Agency and IRCTC, this tender document will be an agreement between the Service Provider and IRCTC. The terms & conditions of the tender document will be binding on both the parties.

10.4 The Firm/Service Provider/Agency shall maintain full records pertaining to scope of work rendered to Purchaser (e.g. accounts, voucher, bills etc.) and make it available for inspection to IRCTC.

10.5 The Firm/Service Provider/Agency shall not sublet or assign directly or indirectly his contract, or any part thereof or any interest therein, to any persons who so ever without the prior written permission of IRCTC. Such subletting assignment, transfer shall not be binding

upon IRCTC and in the event of the Firm/Service Provider/Agency infringing the provision of this clause, IRCTC shall be at liberty to terminate the contract forthwith without any previous notice to the Firm/Service Provider/Agency and the Firm/Service Provider/Agency shall name no claim whatsoever in consequences of such termination of the contract. IRCTC shall be entitled to purchase any item/ Service of this contract elsewhere on the Firm's account and risk, and the Firm shall be liable for any loss or damage, which IRCTC may sustain in consequences or arising out of such contract.

10.6 In the event of any unforeseen event directly interfering with the operation of Contract arising during the currency of the contract agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, Pandemic, acts of God, sabotage; the Licensee shall, within a week from the commencement thereof, notify the same in writing to IRCTC with reasonable evidence thereof.

All the aforesaid conditions for Rendering Services shall be applicable and govern during the period of contract. 16

SECTION-10

Integrity Pact

This Pre-bid Contract agreement (hereinafter called the integrity Pact) is made on _____ Day of _____, 2024 between India 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, and regulations. Economic use of resources and of fairness /transparency in its relations with its bidder(s) and or contractor(s).

In order to achieve these goals, the IRCTC has appointed independent external monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the IRCTC

- (i) The IRCTC commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No Employee of the IRCTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for accept, for self or third person, any material or immaterial benefit with the person is not legally entitled to.
 - (b) The IRCTC will during the tender process treat all bidder(s) with equity and reason. The IRCTC will in particular, before and during the tender process, 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.
 - (c) The IRCTC will exclude from the process all alone prejudice persons.
- (ii) If the IRCTC obtains information on the conduct of any of its employees which is a criminal offense under the IPC/ PC act, or if there be a substantive suspicion in this regard, the IRCTC will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- 1) The Bidder(s)/contractor(s) commit themselves to take all measures to prevent corruption. The Bidder(s)/contractor(s) commit themselves to observe the following principles during participation in the tender process enduring the contract execution.
 - (a) 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, in order to obtain in exchange any advantage off any kind whatsoever during tender process or during the execution of contract.

- (b) The Bidder(s)/Contractor(s) will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submissions of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC act, further the Bidder(s)/contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to o include inthers, any information or document provided by the IRCTC as part of the business relationship, regarding plans, technical proposals and business details g information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives India, if any. Similarly, the Bidder(s)/contractor(s) of Indian nationality shall furnish the name and address of the foreign IRCTC's if any. Further details as mentioned in the "Guidelines on Indian agent ofForeign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the guidelines all the payments made to the Indian agent/ representative have to be in Indian rupees only.
 - (e) The Bidder(s)/Contractor(s)will, when presenting their bid, disclose any and all payments made, is committed to or intents to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEM's and shall wait for their decision in this matter.
 - (g) The Bidder(s)/Contractor(s) to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
 - (h) 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 contactor 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.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons who commit offenses outlined above or an accessory to such offenses.

Section 3 - Disqualifications from tender process and exclusion from future contracts

If bidder(s)/contractor(s) before award or during execution has committed a transgression through a violation ofSection 2,above or in any other form such as to put their reliability or credibility in question, The IRCTC is entitled to disqualify the bidders(s)/contractor(s) from the tender process or take action as perthe procedure mentioned in the "Guidelines on banning

of business dealings”.

Section 4 - Compensation for damages

- (1) If the IRCTC has disqualified the bidder(s) from the tender process prior to the award according to Section 3, the IRCTC is entitled to demand and recover the damages equivalent to Earnest Money deposit/ Bid Security.
- (2) IRCTC is entitled to terminate contract according to Section 3, 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 5- Previous Transgression

- (1) The bidder declares that no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any public sector enterprises in India 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 the “guidelines on banning of business dealings”.

Section 6 -Equal treatment of all bidders/contractors/Subcontractors

- (1) In case of sub-coordinating, the IRCTC contractor shall take the responsibility of the adoption of integrity pact by the Sub-contractor.
- (2) The IRCTC will enter into agreements with identical conditions as this one with all bidders and contractors.
- (3) The IRCTC will disqualify from the tender process all bidders who do not sign this pact or violates its provisions.

Section7-Criminal charges against by violating bidder(s)/Contractor(s)/Subcontractor(s)

If the IRCTC obtains knowledge of conduct of a bidder, contractor or subcontractor, or of an employee or a representative or an associate of a bidder, contractor or subcontractor which constitutes corruption, or if the IRCTC has substantive suspicion in this regard, the IRCTC will inform the same to the Chief Vigilance Officer.

Section 8 - Independent external monitor

- (1) The IRCTC appoints competent and credible independent external monitor for this pact after approval by Central Vigilance Commission. The task of the monitor to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The IRCTC has appointed independent monitors (herein after referred to as monitors) for this pact in consultation with 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 Monitor is not subject to instructions by the representatives of the parties and performs his\her functions neutrally and independently. The monitor would have access to all contract documents, whatever required. It will be obligatory for him/ her

to treat the information and documents all the bidders/ contractors as confidential. He/She reports to the CMD, IRCTC.

- (4) The Bidder(s)/Contractor(s) accept that the monitor has the right to access without restriction to all project documentation of the IRCTC including that provided by the contractor. The contractor will also grant the monitor upon his/her request and demonstration of a valid interest, unrestricted the unconditional access to their project documentation. The same is applicable to sub-contractors.
- (5) The monitor is under contractual obligation to treat the information and documents of the bidder(s)/ contractor(s)/ subcontractor(s) with confidentiality. The monitor has 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 IRCTC will provide to monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the IRCTC and the contractor. The parties offer to the monitor the option to participate in such meetings.
- (7) As soon as the monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the management of the IRCTC and request the management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (8) The monitor will submit a written report to CMD, IRCTC within 8 to 10 weeks from the date of reference or intimation to him by the IRCTC and should the occasion arise, submit proposals for corrective problematic situations.
- (9) If the monitor has reported to the CMD, IRCTC, a substantiated suspicion of an offence under relevant IPC/ PC act, and the CMD, IRCTC has not, within the reasonable time taken visible action to proceed against such offense or reported it to the chief vigilance officer, the monitor may also transmit this information directly to the central vigilance commissioner.
- (10) The word 'monitor' would include both singular and plural.

Section 9- Pact Duration

This pact begins when both the parties have legally signed it, it expires for the contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 other provisions

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the registered office of the IRCTC, i.e., New Delhi.

- (2) Changes and supplements as well as termination notices need to be made in writings. Side agreements have not been made.
- (3) If the contactor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.
- (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 meetings 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 may take further action as per the terms and conditions of the contract.

(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)

Annexure-I

DECLARATION / UNDERTAKING BY THE BIDDER

Dated: _____

To
IRCTC Limited,
11th Floor, Statesmen House,
Barakhamba Road,
New Delhi-110001

Ref: IRCTC/CO/Statutory Compliance/2023-24

Sub: “Implementation of Statutory Compliance Management Application Software”

In response to the tender invited by you I/we examined scope of work, general conditions and other terms and conditions of the contract. I/we agree to abide by all instructions in these documents attached here to and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

Following minimum features will be cover under implementation of the software system: -

- (i) Identification of all law applicable to IRCTC Limited enacted by central & state legislature.
- (ii) Identification of all applicable rules & regulation and by laws under the central & states statutes & also the municipal laws.
- (iii) Identification of extent of compliances mandated by those laws.
- (iv) Classification of nature of compliances.
- (v) Identification of repercussions of non-compliances of the mandated provisions and the personnel liability of the management for the non compliances.
- (vi) Preparation of compliance check list unit wise, Deptt wise including head office.

I / We further undertake that:

- (i) We are eligible to supply software licenses and implementation of Intelligent Process Automation (IPA) solution.
- (ii) We have a valid registration certificate, issued by the Competent Authorities.
- (iii) We have not been blacklisted or declared as ineligible to act as Consultant/ Consultancy Firm by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.
- (iv) The proposal submitted hereunder shall remain valid for a period of at least 120 days from the last date for submission of proposal.
- (v) No other cost/ expenses/taxes/levies shall be payable by IRCTC except mentioned in financial proposal.

(vi) Submission of the proposal by the Bidder shall constitute acceptance by the Bidder of all the terms and conditions mentioned in this e-Tender. In the event of any contraction in the terms and conditions as mentioned in Tender, IRCTC's decision shall prevail.

I/we further agree to sign and execute all agreements/bond as may be required by IRCTC Limited to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications failing which, I/we shall have no objection for the forfeiture of the earnest money /security money deposit lodged with company.

I/we enclose here with the required documents.

Yours faithfully,

**SIGNATURE OF THE
BIDDER WITH SEAL &
DATE**

Annexure-II

DECLARATION / UNDERTAKING BY THE BIDDER

Dated: _____

To
IRCTC Limited,
11th Floor, Statesmen House,
Barakhamba Road,
New Delhi-110001

Ref: IRCTC/CO/Statutory Compliance/2023-24

Sub: “Implementation of Statutory Compliance Management Application Software”

I/We, _____ (Name of the Bidder), hereby certify that:

- i. The entity has _____ (number) technical staff with the skill sets of Software Development, System (Windows, Linux) / Network / Database / Security Administrators, Middleware / Application and technical support experts, etc.
- ii. The entity has Operations & Management (O&M) support with 24X7 Technical Assistance Centre (TAC) support.
- iii. On-site technical support (on demand) will be provided at Indian Railway Catering and Tourism Corporation Limited (“IRCTC”) and its units PAN India, where required.

Yours faithfully,

**SIGNATURE OF THE
BIDDER WITH SEAL &
DATE**

Annexure-A

List of offices and operational units

Locations & Offices covered -The following locations shall be covered under the scope (Section-4):

Name of Entity	Type of Unit	Location	No of Units	
Indian Railway Catering & Tourism Corporation Limited (IRCTC)	Regd. & Corporate Office	New Delhi	1	
	Tourism Office			
	Internet Ticketing			
	North Zone Office			
	East Zone Office	Kolkata, West Bengal	1	
	West Zone Office	Mumbai, Maharashtra	1	
	South Zone Office	Chennai, Tamil Nadu	1	
	South Central Zone Office	Secunderabad, Andhra Pradesh	1	
	Railneer Plant		New Delhi	1
			Patna, Bihar	1
			Kanchipuram, Tamil Nadu	1
			Thane, Maharashtra	1
			Ameth, Uttar Pradesh	1
			Parassala, Kerala	1
			Bilaspur, Chattisgarh	1
			Hapur, Uttar Pradesh	1
			Nagpur, Maharashtra	1
			Sankrail, West Bengal	1
			Raisen, Madhya Pradesh	1
			Guwahati, Assam	1
			Ahmedabad, Gujarat	1
			Jabalpur, Madhya Pradesh	1
			Una, Himanchal Pradesh	1
			Kota, Rajasthan	1
			Bhubaneswar, Orissa	1
		Regional Office		Patna, Bihar
			Guwahati, Assam	1
			Lucknow, Uttar Pradesh	1
			Jaipur, Rajasthan	1
			Chandigarh	1
			Bangalore, Karnataka	1
			Kochi, Kerala	1
	Bhubaneshwar, Odisha		1	
	Bhopal, Madhya Pradesh		1	
	Ahmedabad, Gujarat	1		
Total			32	

(Please note- No change in format/declaration is permitted)

FORM 5 – Format for Annual Turnover

(To be submitted on letterhead of Chartered Accountant along with their UDIN)

ANNUAL TURNOVER

The Annual Turnover to be provided in the following format for the 03 (three) Financial Years.

Financial Information(in INR)			
Financial Year	2020-21	2021-22	2022-23
Annual Turnover (in lakhs)			
AVERAGE ANNUAL TURNOVER:			
Note: Annual turnover should be certified by Chartered Accountant/ Statutory Auditors.			

Certificate from the Chartered Accountant/Statutory Auditor

This is to certify that _____ (Name of the Bidder) had a turnover as shown above against the respective financial years.

Name of the audit firm:

Seal of the audit firm:

Membership No. of Chartered Accountant:

UDIN:

Date:

(Signature, name and designation of the Chartered Accountant)

- Note:**
1. The details submitted by the Bidder in FORM 5 must be correct and submitted by the bidder with UDIN. Form 5 submitted without valid UDIN shall not be considered.
 2. Turnover for each of all the financial years i.e. 2020-21, 2021-22 & 2022-23 as mentioned in FORM 5 should be reflected in UDIN certificate downloaded from ICAI website.
 3. In case of non-submission of Year wise Turnover for each of all the financial years i.e, 2020-21, 2021-22 & 2022-23 as per Form 5 in UDIN certificate downloaded from ICAI website, the bids shall be summarily rejected.