



CIN -U74899DL1999GOI101707

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

**INDIAN RAILWAY CATERING AND TOURISM CORPORATION LIMITED
TENDER DOCUMENT**

**OPEN E-TENDER FOR HIRING OF SERVICE PROVIDER FOR DEVELOPMENT,
MAINTENANCE AND OPERATIONS OF e-CATERING WEBSITE FOR IRCTC**

**Open E-Tender No. 2024/IRCTC/e-Catering/Hiring of IT firm
NIT No. 2024/IRCTC/e-Catering/Hiring of IT firm**

Pre- Bid Meeting (At below mentioned Address): 08.08.2024 at 15:00 Hrs

Last date and Time of Submission of bids: 20.08.2024 at 12:00 Hrs

Date and Time of Opening of Tender Documents: 20.08.2024 at 12:15 Hrs

EMD :	Rs.20,00,000/-
Contract Period :	Three Years (03)
E-tender Form Price:	NIL
Estimated Total Contract Value (in Rs.)	30, 62,69,928 approx.

In case tender opening date is declared holiday, the tender will be opened at the same time on the next working day.

Address for communication:

**General Manager/Q & P
Indian Railway Catering and Tourism Corporation Limited,
11th Floor, 'A' Wing, Statesman House, B-148,
Barakhamba Road, Connaught Place,
New Delhi-110001
Tel: 011-23311263, 64
Fax: 011-23311259**



Note: This Tender Document can only be viewed at <http://www.tenderwizard.com/IRCTC> and will be submitted/ received online at <http://www.tenderwizard.com/IRCTC> only.



INDIAN RAILWAY CATERING AND TOURSIM CORPORATION LIMITED
NOTICE INVITING OPEN E-TENDER

Sub: OPEN E-TENDER FOR HIRING OF SERVICE PROVIDER FOR DEVELOPMENT, MAINTENANCE AND OPERATIONS OF e-CATERING WEBSITE FOR IRCTC

IRCTC invites open e-tender for hiring of service provider for development of e-Catering website for IRCTC from eligible companies or partnership firms or proprietors

Brief Scope of Work
The bidder will be responsible for development and maintenance of e-Catering website of IRCTC platform based on Java Play framework, react based PWA and desktop website, use LWP (light weight process) angular based admin panel and customer and vendor android applications. Future development of any and every modules/feature as well as new applications shall be done by the bidder which impacts e-Catering platform based upon mutual agreement with IRCTC e-Catering team. Bidder will also provide stabilization support. The e-Catering platform should follow highly scalable, robust, fault tolerant and redundant architecture capable to serve customer service requests through multiple channels viz. responsive mobile website, desktop website, mobile application and call centre/alternative customer support system. The bidder will also be responsible for managing Customer Support Centre, sending transactional SMSs and emails to customers/vendors/aggregators etc. as well as bear cost of hosting e-Catering data on Amazon Web Services (AWS).

1. Period of the license - Three Years, may be extended by one year on satisfactory performance.
2. Bidders are required to deposit **EMD of Rs Twenty Lakh through** tenderwizard.com site itself prior to submission of E-Tender. EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
3. The bids will consist of two part bids i.e. Technical and Financial Bids. Technical Bid will consist of Technical and other conditions as laid down in the Bid document. Financial bid shall consist of the financial aspects as per conditions laid down in the Bid document.
4. The successful Bidders shall be intimated about the Award of Work and EMD of other Bidders shall be returned without any interest within one month from the date of award of license. No interest shall be payable on EMD.
5. The bid shall remain open for acceptance for 120 days from the date of opening of E-Tender.



6. IRCTC reserves the right to reject any/all E-Tenders without assigning any reason.
7. The Notice Inviting E-Tender and Instructions to bidders including Eligibility Criteria, General/Special Conditions, Financial bid (Annexure D), E-Tender Schedule shall form the part of Tender Documents. This document consists of 62 pages including one cover page, one NIT page and one index page.
8. The E-Tenders received will be evaluated as per eligibility criteria to ascertain the lowest acceptable quoted rate.



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1. DISCLAIMER

1. The information contained in this Tender is being provided by IRCTC for the limited purposes of enabling the Bidders to participate and submit a Bid in response to this Tender for Hiring of Bidder in E-Catering business. In no circumstances shall IRCTC, or its respective advisors, consultants, Aggregators, servants and/or agents incur any liability arising out of or in respect of the issue of this Tender, or the Bidding Process.
2. The objective of the Bid document is to provide the prospective Bidder(s) with all relevant information to assist the formulation of proposals or bids.
3. This Tender may not be appropriate for all persons, and it is not possible for IRCTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.
4. 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.
5. 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.
6. Laws of the Republic of India are applicable to this Tender.
7. Each Bidder's participation in the tender constitutes its agreement to, and acceptance of the terms set forth in this Disclaimer. By acceptance of this Tender, the recipient agrees that this Tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof and agree to the exclusive jurisdiction of courts situated at New Delhi.

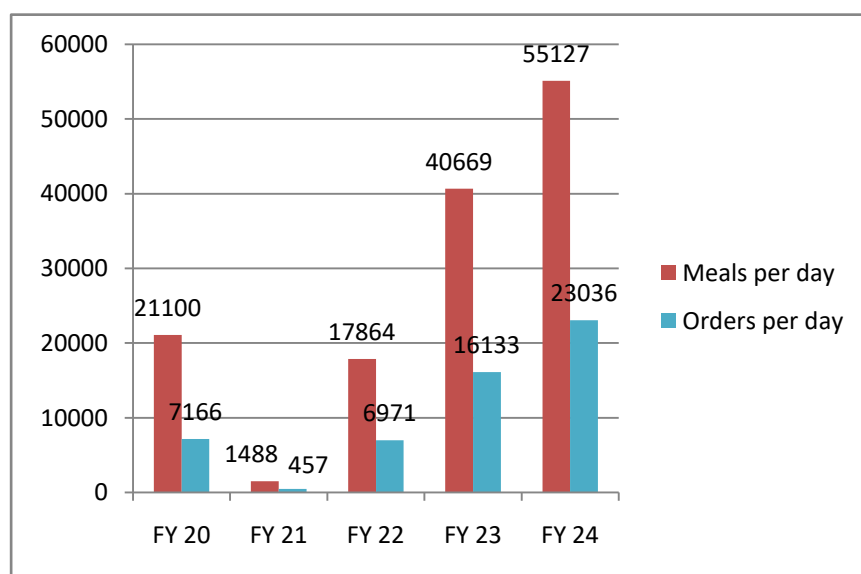


Scope of Work

A. Brief of the project:-

- e-Catering service allows passengers to book food of choice from partner restaurants. Food is delivered on their seat. Booking has to be done in advance. Services are available through select stations to bona-fide passengers in reserved trains only i.e. based on PNR.
- e-Catering has been introduced for widening the range of options available to passengers for ordering food of their choice. The prices of food booked under e-Catering are market driven. Menu is freely set by restaurant. Ordered Food will be delivered on train at stations of his choice.
- e-Catering services were started on Indian Railways in the year 2014 with limited vendors and in 28 trains. Subsequently it was made station based and has been expanded to 407 stations and as of now with 4153 number of vendors.

• Growth of e-Catering



B. Introduction:

- Railway Board has given exclusive mandate to IRCTC for management of e-catering for providing pre booked meals on board the trains operated by Indian Railways.
- The e-Catering services allow the bonafide passengers of the Trains to book food of their choice in advance through IRCTC website and Mobile app from associated restaurants for delivery on their seats/berths.
- Services, at present, are available through select stations in reserved trains



only based on PNR.

- In order to achieve the mandate in its letter and spirit, IRCTC facilitates passengers for booking of meals through following channels:
 - Desktop Website – www.e-Catering.irctc.co.in
 - Mobile Website -- www.e-Catering.irctc.co.in
 - Android App -- Food on Track (from Google play store)
 - IOS -- Food on Track (from App store)
 - 1323 –Voice(through call centre)
 - E-catering Web services to B2C partners/Vendors
 - **Bulk order:** Customer approaches IRCTC for bulk booking or by choosing Booking facility in e-catering portal.
- **The entities associated with e-catering with brief description of their role is hereunder:**
 - i. Food Aggregator,
 - ii. Food Vendor,
 - iii. Delivery aggregator,
 - iv. Payment gateways,
 - v. Customer
 - vi. IRCTC, and
 - vii. Information technology team

i. Food Aggregator:

- E-catering dashboard- to view upcoming orders.
- IRCTC provides PNR related API to operate their web services.
- All orders booked in aggregator's platform are shared on e-catering database on real time.
- All orders booked in Aggregator's platform have e-catering order number.
- Outlet closing date: A module has been developed which allows aggregator to close the outlet for any future dates. On the selected date the vendor will not be visible to e-Catering customers for booking of orders.
- Feedback module: To maintain standards of food and service, feedback module is implemented. On any complaint raised by customer, Aggregator can give explanation within 24 hrs to avoid penalty.
- RDS module: For financial transparency in e-catering system RDS module is implemented, this module reconciles receivable and payable - both calculations against every order. This is available in aggregator admin panel also. On the basis of balance in RDS account, payment is made. Aggregator need to maintain minimum balance of Rs. 10,000/- to operate.
- Penalty can be imposed as per terms and conditions of IRCTC for non-delivery, complaints etc. which would be deducted from the RDS.



- Food Aggregator shall not indulge in running any parallel business that will harm the interest of IRCTC /Indian Railways. However, a policy for aggregators on tie up with any external website has been formulated wherein traffic can be diverted from sites with heavy traffic.
 - No aggregator can make any station/vendor at station LIVE on their website till the time it is approved and made LIVE on IRCTC e-Catering website.
- The system has to recognize, interact and enable diverse partners such as offline restaurants, online restaurants, food aggregators, delivery agency, delivery boys, call centres, payment gateways and IRCTC Zones/Admin etc.
 - The system shall interact with each user in predefined ways. The system shall offer a common interface that integrates well with a diverse set of external system of users System should maintain end to end financial accounting of all interactions amongst various partners against each event with 99.99% accuracy and High concurrency.
 - For serving associate, the following applications are required to effectively conduct operation:
 - Vendor Panel
 - Vendor Android App
 - Delivery Partner Panel
 - Call center Panel

ii. **Food Vendor:** Independent vendor may have single or more outlets.

- Vendor's mobile application and e-catering dashboard- to view upcoming orders.
- **API integration:** On the basis of ability in IT field, IRCTC may integrate with vendor, for which:
 - a. Vendor to have its own website and/or mobile application
 - b. Vendor to book orders in vendor's platform and have to share with e-catering database on real time.
 - c. All orders booked in Vendor's platform to have e-catering order number.
- **Outlet closing date:** Same as in Food aggregator module, Vendor is allowed to close the outlet for any future dates. On the selected date the vendor will not be visible to e-Catering customers for booking of orders.
- **Feedback module:** To maintain standards of food and service, feedback module is implemented. On any complaint raised by customer, vendor can give explanation within 24 hrs to avoid penalty.
- **RDS module:** Similar to Aggregator RDS module reconciles



receivable and payable both calculations against every order. This is available in vendor admin panel also. On the basis of balance in RDS account, payment is made. Vendor need to maintain minimum balance of Rs. 10,000/- to operate.

iii. Delivery aggregator: A Delivery Aggregator who would collect the food from the vendors/Aggregators and supply the same to the passenger at a particular station or multiple stations.

- E-catering dashboard/API integration- to view upcoming orders.
- Delivery aggregator have right to check the quantity and packaging of food before delivery of food.
- In case of not delivery or partial delivery, Penalty will be imposed on delivery aggregator.
- **RDS module:** Similar to all other RDS module, calculated delivery charge is credited and vendor commission is debited from RDS account for each order. Delivery aggregator needs to maintain minimum RDS balance as per agreement with IRCTC. The terms and conditions would be provided by IRCTC. There will be no cash dealing between Delivery aggregator and Food vendor/Aggregator.

iv. Payment Options :

- The e-catering site must have two payment options COD and prepaid. For pre payment integration with payment gateways for which commercials shall be decided by IRCTC will have to be done. IRCTC reserves the rights to have 2-3 payment gateways/wallets or any other mode of payment integrated on this site.
- PG to maintain minimum balance as per agreement. For successful booking PG RDS is debited by order value and for successful refund the same amount is credited.
- If PG wishes, e-catering orders could be through their platforms using Mobile app or web site. For this PG need to have API integration accordingly.
- IRCTC is not responsible for PG charges levied on customer above order value.

v. Customer: Bonafide Indian railway passenger having valid PNR can book meal through e-catering module. Passenger can book meal through e-catering web, mobile app and through our partners.

- Passenger may book order after generation of PNR and before booking cut off time of that outlet (ideally 2hrs).
- Passenger can cancel order before booking cut off time of that outlet (Ideally 2hrs).



- E-invoice is sent on registered email ID after successful delivery of meal on as per GST rules for meals ordered through e-Catering.
- Passenger may register his feedback in e-catering system after delivery time and before 5 days of delivery time to improve quality of service.
- In case of not delivery of meal. Discount coupon of Rs. 100/- is given to customer as a token and the same amount is debited from respective vendor as penalty.
- A modular e-commerce platform for placing orders is to be designed and listed for a customer who is traveling. Each type of smart phone user shall be able to book the order without much variation in:
 - Ease of use
 - Time to execute the order.
 - The order has to be created with low internet connectivity and in the shortest possible time.
 - ETA calculation with maximum possible accuracy upon publicly available information i.e. train status.

There are three applications to serve customers:

- Customer website: This needs to be highly lightweight, designed to open on customer's phone and desktops even on lowest speed connections with good success rate. This includes mobile as well as desktop website.
 - Customer Android App
 - Customer iOS App
- vi. **IRCTC – IRCTC Zones /Corporate would be monitoring all the process and the financial reconciliation of all the participants through the admin panel.**

The system should produce accurate and performance data for analysis by IRCTC users. There are a bunch of reports to be generated, from order to financial reports. Following interface is required:-

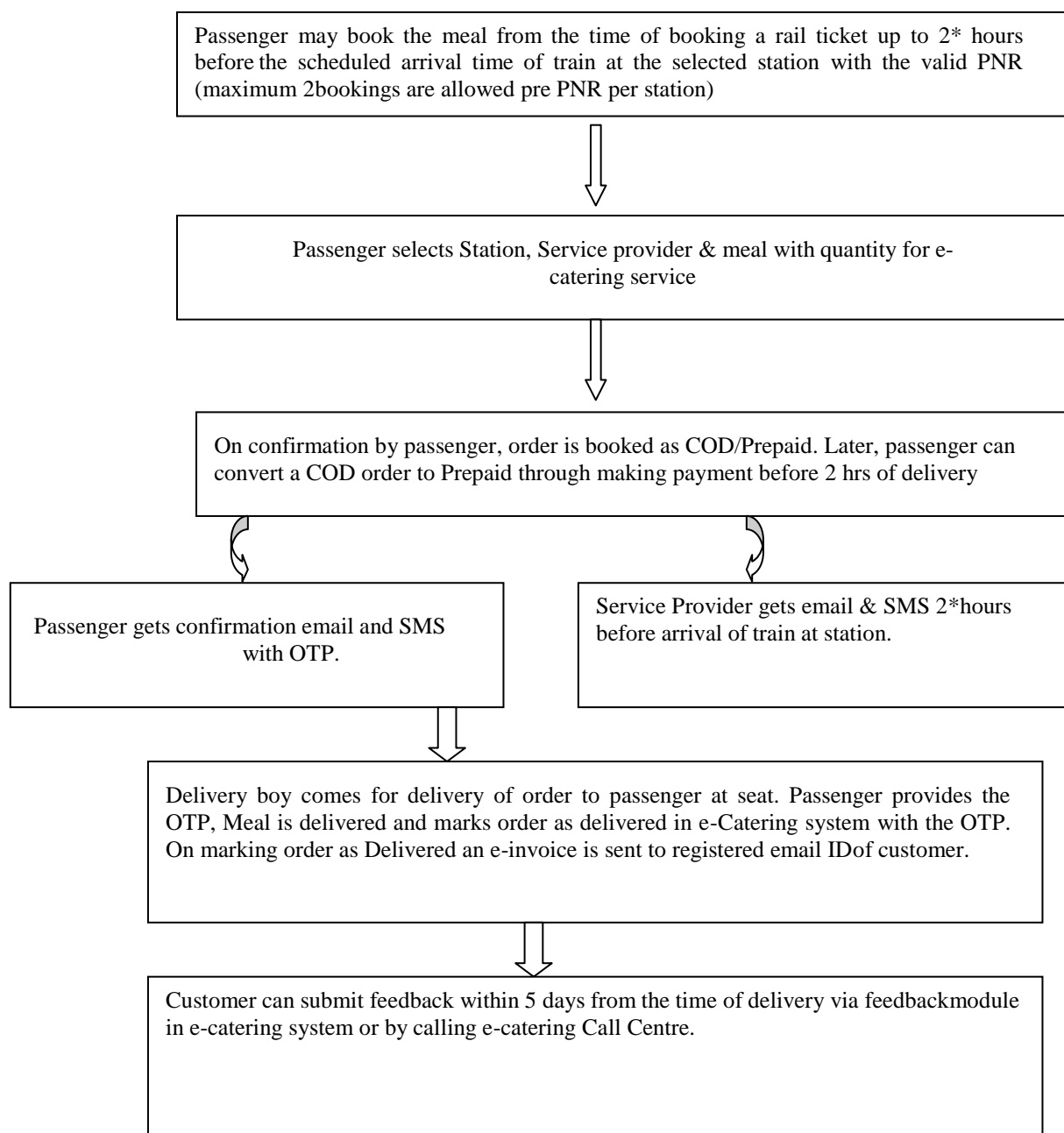
- Admin Panel- for IRCTC Management, operations, maintenance teams. The dashboard should be able to portray the status of orders and all the components of the platform and provide all the relevant reports (in desired format) as and when required.
- Update Schedules: Daily, weekly, monthly updates to be shared with associate.

Development of Website:- Successful bidder will be responsible for development and maintenance of e- catering website of IRCTC in view the information provided herein and as per the domain information provided by IRCTC. It may choose to develop a new system or may upgrade the existing system within stipulated time lines.



The flow chart to understand the e catering process is hereunder:

Flow-Chart of e-Catering service



*- 2 hours is standard timing which may vary as per requirement of vendors.



C. Scope:

- Successful bidder will be responsible for development and maintenance of e-catering website of IRCTC in view the information provided herein and as per the domain information provided by IRCTC. It may choose to develop a new system or may upgrade the existing system within stipulated time lines.
- The e-Catering website of IRCTC platform is based on Java Play framework, react based PWA and desktop website, use LWP (light weight process) angular based admin panel and customer and vendor android applications.
- Source code of existing contract will remain part of contract if the service opted to go with the existing application without any new development from the scratch.
- Future development of any and every modules/features as well as new applications shall be done by the bidder which impacts e-Catering platform based upon mutual agreement with IRCTC e-Catering team.
- Bidder will also provide Software technical aspect of application may be elaborated as Java / Python / Angular.
- Bidder will also provide Database as SQL / Oracle etc.
- Bidder will also provide details of Cloud hosting on either AWS / Microsoft / Google etc.
- Bidder shall provide complete technical architecture included hardware, network, storage bandwidth, etc.
- Bidder will also provide stabilization support. The e-Catering platform should follow highly scalable, robust, fault tolerant and redundant architecture capable to serve customer service requests through multiple channels viz. responsive mobile website, desktop website, mobile application and call centre/alternative customer support system.
- The bidder will share the details of Desktop version / Mobile website version.
- Bidder will also provide details of application version with compatibility with devices.
- The bidder will also be responsible for managing Customer Support Centre, sending transactional SMSs and emails to customers/vendors/aggregators etc. (clearly specify the communication channel to be used such as SMS Calls mean cloud telephonic infra, WA, email, calls) as well as bear cost of hosting e-Catering data on Amazon Web Services (AWS).
- The system should be capable of introducing functionalities like coupons, gift cards, loyalty points as & when required. It should also be capable of expanding the search criteria's which is limited to PNR only now. It may also deploy AI and Machine learning techniques to enhance customer satisfaction.
 - The bidder would manage the call centers to provide customer support services (duplicate clause already covered).
 - The bidder is responsible for Marketing activities to generate and expand the e-Catering business. The marketing activities such as:-
 - Sending promotional SMS's of e-Catering to e-ticketing passengers (to targeted passengers).
 - Sending promotional Whatsapp of e-Catering to e-ticketing passengers (to targeted passengers of 1st AC, 2nd AC & 3rd AC).
 - Search Engine Optimization (SEO).



- Content Marketing, Social Media Marketing, Email Marketing, Influencer Marketing, Affiliate Marketing, Online PR and Outreach, etc.
OR
- The Marketing activities for generating & expanding the e-Catering business may be advised by IRCTC from time to time.
- The team and escalation matrix would be provided to IRCTC.
- Service provider will provide team structure who will manage the e-catering project with IRCTC.
- The service provider will be responsible for imparting training to IRCTC users on need basis. Cost of training will be borne by service provider.
- 2 members of the team with minimum educational qualification B.Tech./B.Eng./M.Tech. in Computer Science/Information Technology or BCA/MCA to sit on IRCTC premises to coordinate with the executive team.

3. Responsibilities of the bidder

(A). Information Security Requirements

- Successful bidder shall ensure the compliance to all the information security requirements of IRCTC as stipulated below.

(C). Compliance to InfoSec Policies of IRCTC:

- Bidder shall ensure compliance to all Information Security Policies of IRCTC as applicable for this project. IRCTC shall share the required Security Policies with the successful bidder.

(D). Cloud Security Requirements:

- Since the e-catering application will be hosted by the bidder on cloud, bidder shall ensure the following security requirements related to cloud security.
 - the Cloud Service Providers (CSPs) selected by the bidder must be empanelled under Ministry of Electronics and Information Technology (MeitY), Government of India, for providing Cloud Service in India and should be compliant to security audit requirements specified by MeitY for these CSPs.
 - Follow 'Virtual Private Cloud' deployment model for secure hosting of e-catering applications in third-party cloud to ensure security of IRCTC data.
 - Ensure that the data of IRCTC hosted in third-party cloud is stored within India only. Do not allow CSPs to move IRCTC data outside



India without the explicit approval of competent authority from IRCTC.

- Ensure that all IRCTC data stored on cloud and maintained by the bidder is encrypted and secured using appropriate industry standard encryption technology and key management solution.
- Use multi-factor authentication for remote access to cloud systems/VMs hosted in cloud environment.

(E). Secure Development and Application Security Requirements:

- Bidder shall,
 - Adopt and follow Software Development Life Cycle (SDLC) approach for all applications. Maintain proper documentation for SDCL activities.
 - Develop the applications on the basis of secure coding practices to protect both web applications and mobile app from, at a minimum, the vulnerabilities mentioned in 'OWASP Top 10' application security risks.
 - Ensure that web development frameworks used for applications are regularly updated with vendor supplied security patches and are free from all well-known vulnerabilities.
 - Implement 'Role-based Access Control' in the applications following 'Need-to-know' and 'Least-privileges' principles so that users should only be able to access functions, data files, URLs, controllers, services, and other resources, for which they possess specific authorization.
 - Ensure that Web Application Firewall (WAF) is used to protect all customer/public-facing applications, against application layer attacks.
 - Ensure those application development/test environments are separate from production environments.
 - Ensure that application developers are trained at least annually in up-to-date secure coding techniques; include how to avoid common coding vulnerabilities.
 - Adopt and follow a 'Version Control' process for all changes made in application source code.
 - Ensure that underlying Operating systems, Server software and Database applications have been hardened properly as IRCTC's 'System Configuration Hardening Policy'.



(F). Data Backup and Retention:

- Bidder shall,
 - ensure that all IRCTC data shall be retained by the bidder on the cloud as per data retention requirements of IRCTC
 - maintain proper backup of all the data as per IRCTC data backup requirements

(G). Storage of Card Holder Data:

- Bidder shall not store, transmit or process any card holder data, including Credit Card no. CVV, Expiry date etc. in the database or application logs or anywhere in the e-catering system. All payment gateway integration must be based on URL redirection method.

(H). Log Management:

- Bidder shall,
 - ensure that audit and access logs recording user activities, exceptions, and information security events are enabled and recorded on all the critical systems that store and process business-critical data, accept network connections, make access control (authentication and authorization) decisions, and run business-critical services for IRCTC
 - protect audit trails and access logs from unauthorized access and modification
 - maintain backup of audit trails and access logs of external-facing technologies, like firewalls, web servers etc., on centralized log server or media that is difficult to alter
 - maintain audit trails and access logs for a period of at least last one year, with a minimum of last three months immediately available for analysis
 - ensure that network-wide time synchronization technology like Network Time Protocol (NTP) is used to synchronize the system clocks and time zone of all critical IT systems covered under this project with a secure, trusted and industry-accepted time source.

(I). Incident and Compliance Reporting:

- Bidder shall,
 - Report all security and service related incidents to IRCTC in a timely and prompt manner as per defined SLA, that have an impact or have the potential to impact the confidentiality, integrity and availability of IRCTC data and business services being managed by such third-party, or goodwill/reputation of IRCTC



due to such incidents.

- Report all information security and other compliance requirements falling under its responsibilities as per agreement, on regular basis.

(J). Security Audits and Compliance

- The bidder shall ensure that all applications and servers in scope of audit are available on cloud for the security audits, and all the vulnerabilities reported in the audit are remediated by the bidder at the earliest as per timelines agreed with IRCTC.
- Bidder shall be solely responsible for the protection of e-catering applications and its data from cyber threats and risks on the confidentiality, integrity and availability of e-catering system, and therefore bidder will implement all required and applicable cyber security measures on e-catering system.

(K). Background Verification

The bidder must ensure the background verification of all manpower resource working on IRCTC project and submit the documentary evidence for the same

(L). Application deployment architecture

Appropriate security mechanisms should be used for securing the website as well as the API's, role based access shall be deployed to ensure prevention and protection from potential security threats.

- The website should be behind CDN for high availability and low latency
- Load balancers should be used for high availability and low latency of REST API's with auto-scaling enabled for increase in traffic.
- Various levels of caching should be used for better performance e.g. database caching, content caching etc.
- Till such time IRCTC is able to provide all station train running status, vendor must track running status.

(M). Communication Support Center

- Successful bidder shall run a communication support centre for passengers and various other stake holder in the portal. All charges relating to PRI, calls, administrative etc will be borne by the bidder.
- Services shall include both inbound and outbound call through adequate manpower and suitable infrastructure to be provided round the clock 365 days in a year.
- Successful bidder shall use the best practices prevailing in the industry and shall make regular improvements as per industry standards. It should have its own CRM, IVRS, and ACD etc. And shall regularly provide CTI, MIS and SLA



reports.

- Must have call storage facility for 30 days and will 12 month are archiving.
- The Compliance shall include criteria like AHT, call abundance rate, FCR, call answer etc. for inbound and outbound calls. Bidder also expected to conduct CAT survey.
- Barge-in facility to be given to DCS/GGM/DGM.

(N). Server Hosting

- Bidder shall be responsible for hiring the cloud services and hosting the application and data on the cloud.
- Bidder is responsible for backup the data and logs.

(O). Communication channels/medium

- The bidder has to arrange communication medium like transactional SMS/transactional email to communicate with e-Catering associates. The channel should have a fair percentage of success rates with least scope for failure. Would provide an online dashboard for SMS deliveries with tracking facility.

(P). Setup Office at New Delhi-NCR

- The bidder has to arrange **a functional office in Delhi-NCR (New Delhi, Gautam Buddha Nagar, Gurgaon, Faridabad, Ghaziabad) where engineering support team must be stationed within 60 days of issue of LoA.**



4. Obligations of IRCTC

- IRCTC will provide access to e-Catering sub domain, its security certificate and domain verification.
- IRCTC will be responsible for forensic audit of the system, APIs and its sub components from time to time.
- IRCTC reserves the rights to get the security audit of e-catering applications, including mobile apps and hosting servers, conducted through third-party auditors. However, bidder should be responsible for implementation of any solution/technology in cloud, if so required for security compliance like PCI DSS.

Constraints:

- IRCTC may provide for PNR API support as PNR API is the property of CRIS and IRCTC cannot ensure its availability.
- As of now NTES support is not available and IRCTC can not commit for its availability.
- IRCTC does not have any control of quality/performance/availability/downtime on any of above system. The consequences arising out of it has to be absorbed/handled by the bidder.
- IRCTC cannot guarantee delivery of the orders generated. The bidder will have to absorb the consequences of non deliveries.
- IRCTC cannot guarantee smooth access to platform/ Indian Railways infrastructure/resources.
- IRCTC cannot ensure reliability /accuracy/performance of SMS /email channel.



INSTRUCTIONS TO THE BIDDERS

The Indian Railway Catering and Tourism Corporation Ltd. proposes to obtain E-tender for engagement of Service Provider for development of e-Catering website for IRCTC from eligible companies or partnership firms or proprietors in accordance with the instructions provided herein:

- **General:**

- Date & Time, Tender will be opened: **20/08/2024 at 12.15 hrs.**
- Date & Time of Opening of Financial Bid will be intimated through tenderwizard.com.
- This Tender Document can only be viewed <http://www.tenderwizard.com/IRCTC> and will be submitted/ received online at <http://www.tenderwizard.com/IRCTC> only.
- To participate in the e-Tender, it is mandatory for the bidders to register themselves with M/s ITI without any payment on website www.tenderwizard.com/IRCTC and obtain user id and password which is required for submitting the tender. A detailed procedure for bidding is placed at www.tenderwizard.com/IRCTC. It may be noted that for submission of bid, class III digital signatures is required.
- The applicant should upload complete set of documents in support of Eligibility Criteria.
- Corrigendum/ Addendum to this Tender, if any, will be published on website www.ircrc.com, www.tenderwizard.com/IRCTC. No newspaper press advertisement shall be issued for the same.
- 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**
- The digital signature of the bidder on the E- tender form amounts to confirmation that the bidder has read, understood and accepted all terms and conditions and the documents referred to in the tender documents and has further agreed to the exclusive jurisdictions of courts situated in New Delhi only. It may please be noted that in case of deviations quoted by bidder, the tender shall be terms as non responsive and the bid would be rejected without further correspondence/communication.
- Applicant may or may not be present physically at the place of tender opening as the whole tendering process is online and the tender status is available at <http://www.tenderwizard.com/IRCTC> . The bidder may be present to oversee the opening of Financial Bid if so desired.



- **Type of Bids:** - e-Tender is based on Two part bid system i.e. Technical bid and Financial bid.
 - **Technical bid** -This shall form the basis of ascertaining the Technical and Financial credentials of the bidder.
 - **Financial Bid:** This shall consist of Offer Form (Commercials) for financial bid. e-Tender - Financial Bid (Annexure-D) is to be filled electronically in accordance with the instructions and terms given in this tender document.
- The data submitted by the successful bidder, in compliance of the eligibility conditions prescribed herein shall be subject to verifications by IRCTC itself or through an agency appointed by IRCTC, for which all necessary documents shall have to be essentially provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of license fee and Security deposit. In such eventuality the successful bidder will also be debarred for 3 years from participating in the future projects of IRCTC.
- The offer shall be kept valid for acceptance for a minimum period of 120 (One Twenty) days from the date set for opening of e-Tender.
- Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Authority to the bidder. While the offers are under such consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting the Authority by any means. If necessary, IRCTC will obtain clarifications on the offers by requesting for such information from any or all the bidders, in writing, as may be considered necessary. Bidders will not be permitted to change the substance of their offers after the offers have been opened.
- Evaluation of offers: The entire process of evaluation of the offers shall be in two Stages:
 - **Stage I:** The Technical bid of all the offers that are received within the date and time mentioned herein shall be opened after due date and time. The technical suitability of the bidders shall be evaluated based on eligibility criteria and verification of the document submitted by bidder with the technical bid. The financial bid of only those bidders shall be opened who are shortlisted in stage I.
 - **Stage II:** The date and time of opening of the Financial Bid shall be intimated to the shortlisted bidders and shall be opened at such appointed date and time. Both the bids will be opened electronically and will be immediately available on tender uploading site for viewing to bidders. However, if bidders wish they may remain present at the time of electronic opening of bids at IRCTC, Corporate Office.
- During e-Tender evaluation, IRCTC may, at its discretion, ask the bidder for a



clarification of its bid. The request for clarification and response shall be in writing. No change in the quoted commission percentage or substance of the E-Tender shall be sought, offered or permitted, in response. No further document shall be allowed to be submitted to make the bid responsive.

- The e-Tenders received will be evaluated by the IRCTC to ascertain the lowest acceptable quoted rate for the above mentioned IT works.
- If bidder withdraws its bid before opening of Technical bid through tender wizard, EMD of bidder will be refunded without any interest.
- 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 L-1, that tender should be discharged and in other cases tender will be finalized.* If L-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.
- 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; the firm will be banned from participation in IRCTC Ltd. Tenders for a period of one year.
- Financial bids will be opened for techno- commercially qualified bids only. The date, time and venue of opening of financial bid will be intimated to the techno-commercially qualified bidders. The bids will be opened electronically and will be available on e-tender website to the bidders for viewing.
- IRCTC reserves the right to reject or accept any tender in whole or in part. The decision of IRCTC in this regard will be final and IRCTC shall not be liable to assign any reasons for the decision.
- The bidders must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. E-Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.

➤ **Acceptance of award of License and submission of Security Deposit**

Successful parties would be required to accept the offer for award of license along with payment of security deposit as per schedule prescribed by IRCTC. In case, offer for award of license is not accepted within the time limit fixed by IRCTC, the concerned agency may be debarred for participating in the future tenders of IRCTC for a period of one year.

- Preference will be given to firm i.e. MSE, Startup etc. as mentioned in benefits to registered MSEs as the service cannot be sub divided which involves website development and maintenance of a particular segment of business of IRCTC.



- **Rates**

- The bidders are required to quote a single commission percentage in the financial bid based on percentage of total e-Catering turnover of IRCTC without GST. The GST applicable will be extra.
- The Quoted commission percentage finalized against the e-Tender shall be valid for a period mentioned in 'Notice Inviting e-Tender'.
- Prior to the detailed evaluation, IRCTC will determine whether each bid is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is:
 - One that limits in any substantial way the scope, quality, or performance of the product/material/stores.
 - One that limits, in any substantial way that is inconsistent with the Tender documents, the Purchaser rights or the successful bidders' obligations under the contract; and
 - One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.
- If a bid is not substantially responsive, it will be rejected by the Authority and may not subsequently be made responsive by the bidder by correction of the nonconformity. The Authority's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by the Authority in writing the response to which shall also be in writing and no change in commission percentage shall be sought, offered or permitted in response.

- **Earnest Money:**

- Bidders are required to deposit EMD through the e-tendering website www.tenderwizard.com/IRCTC only. In case of non submission of the said EMD, the bid will be summarily rejected. It may be noted that EMD deposited in any other account of IRCTC by any other process will not be adjusted and such offers will be summarily rejected.
- No interest shall be payable by IRCTC on the Earnest Money.
- The Earnest Money of the successful bidder will be returned / adjusted after the Security Deposit as required is furnished.
- The earnest money to the unsuccessful bidders shall be returned within 30 days of issuance of letter of Award.



- **Confidentiality of bid evaluation:**
 - Any information regarding the examination and evaluation of bid, Clarifications sought thereof and recommendation of the short-listed bidder shall not in any case be disclosed to any person or employee not officially concerned with the process of bidding.
 - IRCTC will treat all information submitted as part of all bids in confidence and will insist that all who have access to such material treat it in confidence.
 - IRCTC will not divulge any such information unless it is ordered to do so by any government authority that has the power under law to require its disclosure or due to statutory compliances.
 - Notification of Award by Issuance of “Letter of Award”:
 - After determining the successful bidder, IRCTC shall issue a Letter of Award (LOA). The successful bidder shall submit letter of acceptance along with requisite Security Deposit amount within a period of 07 days from the date of issue of letter of award (LOA).
 - IRCTC reserves the right:-To enter into parallel rate contract(s) simultaneously or at any time during the period of the rate contract with more bidders as IRCTC may think fit, and To place ad-hoc contract or contracts simultaneously at any time during the period of this contract with more bidder(s) for such work and such item as the competent authority of IRCTC (whose decision shall be final) may determine.
- **Benefits to registered MSEs firms:**
 - 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 Micro and Small Enterprises (MSEs). Whereby Micro and Small Enterprises (MSEs) can avail the following benefits if 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 Handicrafts and Handloom or (vii) any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - Issue of E-Tender form free of cost.
 - MSEs registered with the above agencies for the item tendered will be exempted from payment of Earnest Money.
 - Since the tender cannot be split or divided, etc. the MSE quoting a price within the band L1+15% and they match the L-1 price, may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.



- The MSE who are interested in availing themselves of these benefits shall enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the para above.
- 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; the firm will be banned from participation in IRCTC Ltd. Tenders for a period of one year.
- As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.02119(E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy. MSEs registered under Udyog Aadhaar Memorandum (UAM), validity of which is till 31.03.2022, are also eligible to avail the benefits under the Policy.
- Registered MSEs and Start Ups will be given relaxation in Turnover and Experience both.
- **UDIN Guidelines**
 - 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 is mandatory from the following dates through announcements published on the website of the ICAI www.icai.org at the relevant time:-
 - For all Certificates w.e.f. 1st February, 2019.
 - For all GST and Tax Audit Reports w.e.f 1st April 2019.
 - For all other Audit, Assurance and attestation functions w.e.f. 1st July 2019.
 - All applicants are directed to submit the certificate(s) issued by Chartered Accountant with UDIN mandatorily.
 - IRCTC reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the IRCTC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the IRCTC shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the IRCTC there under



6. Eligibility Criteria

SN	Eligibility Criteria	Documents Reqd.	Supporting Document kept at page no.
		(to be filled by the applicant)	
General Information (For S.No. 01 to S.No. 11)			
1	Name and full address of the applicant with Telephone, Fax Number(s)& Email address and Name of Contact Person.	<div>1. Details of the company</div> <div>(a) Name</div> <div>(b) Type of Entity: Sole Proprietorship/ Company under Companies Act/ Partnership Firm under Indian Partnership Act 1932 or Limited Liability Partnership Act 2008</div> <div>(c) Country of incorporation:</div> <div>(d) Address of the corporate headquarters and its branch office(s), if any, in India:</div> <div>(e) Registration number & date of incorporation:</div> <div>2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:</div> <div>3. Details of individual(s) who will serve as the point of contact/ communication for IRCTC:</div> <div>a. Name:</div> <div>b. Designation:</div> <div>c. Company:</div> <div>d. Address:</div> <div>e. Telephone Number:</div> <div>f. E-Mail Address:</div> <div>g. Fax Number:</div> <div>4. Particulars of the Authorized Signatory of the Applicant:</div> <div>a. Name:</div> <div>b. Designation:</div> <div>c. Company:</div> <div>d. Address:</div>	



		e. Telephone Number: f. Fax Number:	
2	Legal Status of the applicants: - Company/Individual/Proprietorship/ Partnership Firm- Please Specify Note: Joint Ventures (JV)/Consortium are not eligible for participation.		
3	In case of Company –	(i) Memorandum of Association (MOA) and Articles of Association (AOA)- Clearly specifying catering and hospitality as the main object of the company, (ii) Certificate of incorporation issued by Registrar of companies,	
4	In case of Firm, registered under the Partnership Act., 1932	Certificate of Registration under the Partnership Act, 1932 along with valid partnership deed.	
5	In case of proprietorship/individual business	Self-declaration on letter head.	
6	Bidder must not have been debarred by any Govt. authority and debarment is continuing as on the date of opening of tender.	A declaration on affidavit to this effect should be furnished in the format as per Annexure-A	
7	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
8	Copy of ESI certificate	ESI Reg. No._____	Self-Attested
9	Copy of EPF registration certificate	EPF A/c No._____	Self-Attested



10	Copy of GST (Goods & Service Tax) registration certificate for all states	GST Reg. No. _____	Self-Attested
11	Integrity Pact duly filled (in the blank space Provided) and signed by the bidders	Annexure-B	Self-Signed/ digitally signed.
	Mandatory Criteria (For S.No. 12)		
12	Mandatory Criteria		
A	Bidder should have minimum 3-year experience i.e FY 2021-2022, 2022-23 & 2023-24 (For MSE & Startups Bidders required experience is 01 years i.e FY 2023-24) of scoping developing operating and maintaining end to end system for a B2C (market place with min. 50 active vendors) and B2B ecommerce website dealing in sale and delivery of commodities and services and have the capacity to handle a volume of more than 25000 transactions per day or have a registered user base of one million customers.	<p>Work Experience Certificate of client in claim of this experience including number of transactions handled per day should be submitted along with the Bid.</p> <p>Work Experience certificate from private individual shall not be accepted. Certificate from public listed company/private company/trusts, subject to the same being issued in letter head bearing date & signature.</p>	
B	Annual Turnover from Development, Operation & Maintenance of Website Business-		
	Annual Turnover from Development, Operation & Maintenance of Website which is to be	<p>Following documents shall be submitted.</p> <p>i) Certificate from CA with UDIN in</p>	



<p>verified through GSTR (9/9C) and duly certified by approved CAs with UDIN number).</p> <p>(i) Annual turnover from Development operation & Maintenance of website-Rs15.32 CR average per year in of the three year(during last 5 year preceding year - 2019-20,2020-21,2021-22, 2022-23 & 2023-24 The Total turnover must not be less than 45.94 Cr in the 03 years periods for which the bidder is submitting certified turnover.</p> <p>(ii) Besides above, there should not be Nil turnover during any of 03 FYs for which bidder is submitting certified turnover.</p> <p>(iii) For MSE bidders: Minimum annual turnover of Rs 3.83 Crore in last financial year i.e FY 2023-24 from above said e-commerce business.</p> <p>(iv) For Start up bidders: Minimum</p>	<p>the format of Annexure-C for turnover figures to be submitted as follows:</p> <p>FYs 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 (For any of the three years under considerations).</p> <p>are verified as per VAT/Service Tax /GST (9/9C) returns.</p> <p>The submitted turnover in CA certificate should reflect on UDIN portal also.</p> <p>For MSE Bidders only (in addition to annual audited financial statement and P&L Statement, Copy of valid SSI/ MSE/UdyogAADHAAR or similar registration certificate.</p> <p>For Start up Bidders only (in addition to annual audited financial, Copy of valid certificate issued by DPIIT recognizing the Start Up status as on date of tender opening plus 120 days.</p>	
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	annual turnover of Rs 3.83 Crore in last financial year i.e FY 2023-24 from above said e-commerce business.		
C	Annual Net Worth: Rs. 1 cr. (Net Worth at the end of preceding FY 2023-24 = Total Asset - Total liability)	At the end of preceding Financial Year i.e., 2023-24 as on 31.03.2024, minimum net worth of the participating bidder must be Rs. 1 cr. (duly certified by approved CA/Statutory Auditor with UDIN number).	
D	A minimum of 06 core members working as team with minimum educational qualification B.Tech./B.Eng./M.Tech. in Computer Science/Information Technology or BCA/MCA	List of Team members along with their appointment letter to be self certified and in firm letter head.	

Please note: - There is no need to upload the complete format of tender and corrigendum. However the mandatory documents to meet eligibility criterion and forms are required to be uploaded duly digitally signed.

Non submission of any of the document listed above in 'Mandatory Criteria' will lead to summarily rejection of the offer and no correspondence in this regard shall be made /entertained, However, the successful bidder is required to submit complete tender document along with terms and condition duly signed and stamped along with letter of acceptance.



7.1. DEFINITIONS

- **IRCTC** means **Indian Railway Catering and Tourism Corporation Ltd.** and all of its authorized representatives acting for and on behalf of IRCTC.
- **Work** means all the stated or implied activities to be performed by the website developer as required by the contract.
- **Contract Milestone(s)** means the established completion date(s) set forth in the Special condition titled "Commencement, Progress and Completion of the work".
- The Bidders are required to submit the Bids completed in all respect in terms of the instructions specified in the Tender Document along with all Annexure before the specified Bid Due date.
- The Bidders should satisfy the eligibility criteria mentioned in the Tender Document and submit all the supporting documents duly signed and stamped by the Authorized signatory on all pages.
- The Bidders should conduct a detailed study of the work/Project before submission of the bid. The bidder will have to explore the sources for its work force, tool and plant and other requirements to accomplish the project within target time. IRCTC will not provide any of these facilities.

7.2. CONTRACT INTERPRETATION

- All questions concerning interpretation or clarification of this contract or applicable standards and codes, including the discovery of conflicts, discrepancies, errors and omissions, or the acceptable performance thereof by the IT firm, shall be immediately submitted in writing to IRCTC for resolution. At all times Bidder shall proceed with the Tender in accordance with the determinations, instructions and clarifications of IRCTC. Bidder shall be solely responsible for requesting instructions or interpretations and shall be solely liable for any costs and expenses arising from its failure to do so.

7.3. STANDARDS AND CODES

- Wherever references are made in this contract to standards or codes in accordance with which the Tender under this contract is to be performed, the edition or revision of the standards or codes current on the effective date of this contract shall apply, unless otherwise expressly stated. In case of conflict between any referenced standards and codes and any Contract Documents, the special conditions of Contract Documents shall govern.



7.4. LAWS AND REGULATIONS

- 7.4.1. All applicable laws, ordinances, statutes, rules, regulations, orders or decrees in effect, issued by Govt. of India, State Govt., local Municipal and other legal governing bodies, at the time the tender shall apply to Bidder and its employees and representatives.
- 7.4.2. If Bidder discovers any discrepancy or inconsistency between this contract and any law, ordinance, statute, rule, regulation, order or decree, it shall immediately notify the same to IRCTC in writing.
- 7.4.3. If during the terms of this contract there are changes or new laws, ordinance, statute, rule, regulation, order or decrees (but excluding changes to tax laws where such taxes are based upon Bidder inventory, income, profits/losses or cost of finance) not known or foreseeable at the time of signing this contract. Bidder shall immediately notify IRCTC and submit detailed documentation of such effect in terms of both time and cost of performing the contract.
- 7.4.4. The Bidder will be solely & primarily responsible to comply with all laws of the land like Contract Labor (R&A) 1970, Employee State insurance Act, 1948 and Employees' Provident Funds & Miscellaneous Provision Act, 1952. IRCTC reserves the right to call for any documentation as prescribed under the various applicable laws for ensuring compliance by the Bidder & the Bidder agrees to produce them on demand.

7.5. RULES/REGULATIONS:

- **Permits**

Except as otherwise specified, Bidder shall procure and pay for all permits, licenses, certifications and other applicable statutory stipulation governing performance of the firm's work.

- **Taxes**

Bidder shall pay all taxes, levies, duties and assessments of every nature due in connection with this contract and hereby indemnifies IRCTC from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

- a) Contract Price will be inclusive of all taxes, levies, duties & state entry taxes, as applicable.
- b) Bidder shall pay all taxes at no additional cost to IRCTC. Tender Contract Tax & withholding taxes under Income Tax Act, 1961 shall be deducted by IRCTC as per prevailing rate.
- c) Any increase in taxes shall also be payable by the IT Firm.



7.6. Labour, Personnel and Work Rules

- Bidder shall employ only skilled personnel to perform the job and shall remove from the job its personnel determined to be unfit or acting in violation of any provision of this contract. Bidder is responsible for maintaining labour relations in such manner that there is harmony among workers and shall comply with and enforce Project and Job site procedures, regulations, work rules and work hours established by State Government/Government of India from time to time. The Bidder should share list of all its employees with their designations and qualifications with IRCTC from time to time.

7.7. Publicity and Advertising

Bidder shall not make any announcement, take any photographs, or release any information concerning this contract, or any part thereof to any member of the public, press, business entity, or any official body unless prior written consent is obtained from IRCTC.

7.8. Records and Audit

Source code shall be IP of IRCTC. The bidder shall transfer all relevant data to IRCTC at the time of expiration of contract. GGM/IT,IRCTC will be the custodian of the data to be handed over by the Service Provider.

7.9. Indemnity

7.9.1. Bidder hereby releases and shall indemnify, defend and hold IRCTC harmless and their subsidiaries and affiliates and the officers, agents, employees, successors and assigns and authorized representatives of all the foregoing from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs, expenses, and losses of whatsoever kind or nature in connection with or incidental to the performance of this contract, whether arising before or after completion of the Tender hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of IT Firm, its lower-tier suppliers, subfirm or of anyone acting under its direction or control or on its behalf. The foregoing shall include, but is not limited to, indemnity for:

7.9.1.1. Property damage and injury to or death of any person, including employees of IRCTC, or IT Firm.

7.9.1.2. The breach by Bidder of any representation, warranty, covenant, or performance obligation of this contract.



- 7.9.2. Bidder aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified or held harmless.

The bidder agrees to defend, indemnify and hold harmless IRCTC and their respective officers, directors, employees and agents (collectively the "Indemnified Persons") and its associated companies from and against any and all claims, actions, damages, expenses, costs (including legal costs) and other liabilities actually incurred by IRCTC arising as a result of any negligence, breach of contract or warranty, or any other wrongful act or default on the part of the Bidder, its employees, agents, representatives.

8. Subletting/Assignment of contract

The successful bidder will not be permitted to sublet/assign the contract to a third party. Subletting shall be treated as event of default and shall be dealt accordingly.

9. Conflict of Interest

- Bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the Bidder (or any prospective subcontractor, if applicable) due to prior, current, or proposed contracts, engagements, or affiliations with competitors or past/existing food /delivery partners of IRCTC e-Catering as per format provided by IRCTC.

10. Non-Waiver

- Failure by IRCTC to insist upon strict performance of any terms or conditions of this contract, or failure or delay to exercise any rights or remedies provided herein or bylaw, or failure to properly notify Bidder in the event of breach, or the acceptance of or payment for any goods or services hereunder, or the review or failure to review designs shall not release Bidder from any of the warranties or obligations of this contract and shall not be deemed a waiver of any right of IRCTC to insist upon strict performance hereof or any of its rights or remedies as to any prior or subsequent default hereunder nor shall any termination of work under this contract by IRCTC operate as a waiver of any of the terms hereof.

11. PENALTY CLAUSE

- IRCTC will have the right to impose the penalties at its full discretion per incident/occasion. The incident includes down time of website causing loss of revenue to the e-Catering business etc. The penalty amount will be case sensitive and will be as per sole discretion of IRCTC.
- COMPLIANCE AND PENALTIES enclosed as Annexure-F.



12. Confidentiality and Non-Disclosure Agreement

- **“Confidential Information”** means information that one party (or an Affiliate) discloses to the other party, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party.
- Bidder agrees not to divulge to third parties without the written consent of IRCTC, any confidential information obtained from or through IRCTC in connection with the performance of this contract.
- The bidder agrees that it will not without the prior written consent of IRCTC, disclose to any third party any information developed or obtained by Bidder in the performance of this contract.
- The bidder further agrees to execute a non disclosure agreement (Annexure-E) prior to performing any work under this contract.

13. Sharing of personal data of IRCTC users/customers

- Bidder shall, collect, store, process and transmit IRCTC user/customer data on e-catering system strictly in accordance with IRCTC's Privacy Policy defined for the subject service/application. The bidder shall indemnify IRCTC against any loss/penalty incurred by IRCTC for improper or unauthorized use of user/customer data by the bidder, while handling such data. IRCTC reserves the rights to ask the bidder for the documentary evidence certifying the compliance to all above requirements.

14. Intellectual Property Right (IPR): Except to the extent expressly stated otherwise, the bidder will acquire any right, title or interest in any Intellectual Property Rights belonging to IRCTC, or to the other party's licensors. **“Intellectual Property Rights”** means all copyrights, moral rights, patent rights, trademarks, applications, source code, rights in or relating to Confidential Information and any other intellectual property or similar rights (registered or unregistered) throughout the world.



15. Indicative timelines for project

Phase-I Inception and Designing. Design approval 02 weeks	Phase-II Application Development, Testing, Quality Assurance 10 weeks	User Acceptance Testing including mobile app 02 weeks	GO LIVE with customer contact centre 02weeks	Total Weeks 16 weeks
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The above time lines are indicative and subject to change as agreed between IRCTC and bidder, however the total development and deployment should not exceed from 16 weeks.

16. Liquidated damages (LD)

The timely completion is the essence of this project. The Liquidated damages will be applicable after 16 weeks for development and deployment of application at the rate of **25% of the quoted %age per day**. Decision of IRCTC in this regard will be final.

17. Performance Guarantee/Security Deposit and Payment terms:

Performance Guarantee: The successful bidder shall deposit an amount of Rs. 1.5 Crore as Performance Guarantee/Security Deposit in the form of Demand Draft/Banker's Cheque payable at Delhi /NEFT/RTGS/BG/FDR drawn at Delhi in favour of Indian Railway Catering and Tourism Corporation Limited.

Any payment payable by the Licensee to IRCTC under this agreement shall be paid through the Licensee's own account vide online or DD or bankers cheque/RTGS/NEFT/BG as per format prescribed in the tender document, FDR made in favour of IRCTC Ltd.

NEFT/RTGS detail as under -

Account Name	IRCTC LTD-E CATERING
Account Number	923020071524621
Account Type	Current
Bank Name	Axis Bank
Branch	New Delhi
IFSC Code	UTIB0000007



****Cheques will not be accepted.**

*****The validity of Bank Guarantee must be Three years and Six months from the date mentioned in Letter of Award which may be extendable upto one year (3 year+ 6 months + 1 year), in case of extension of contract**

******FDR hypothecated in name of IRCTC in favour of IRCTC Ltd issued by a Nationalized/ Scheduled commercial Bank.**

In addition 5% of the approved monthly billing amount may be deducted every month, to be paid back without interest at the end of the tenure i.e. 03 years (Extendable up to 01 year).

18. Validity

The Contract will be valid for three years from the date of issue of LOA & extendable up to further one years based upon the performance of the firm at the sole discretion of IRCTC. The decision of IRCTC in this regard shall be final and binding which will be based on overall performance of the IT firm.

19. Documentation

The bidder shall provide all the Software requirement specifications, technical manual, created for the DEVELOPMENT OF JAVA BASED APPLICATIONS 02 weeks after GO LIVE date.

20. Feedback

Customers can register their feedbacks on the e-Catering portal. This feedback shall be used as a tool for monitoring services of the IT Firm.

21. Inspection

After the confirmation of tender under the contract IRCTC holds the right to conduct reviews and inspections/audits from time to time with or without any prior notice.

22. IRREGULARITY IN QUALITY OF SERVICES:

Having found any irregularity in quality of services (As per Scope of work defined or any other reason) or upon receiving any complaint from any of IRCTC e-Catering associates in writing or through feedbacks, IRCTC will notify IT Firm in writing about the issues and Bidder shall take corrective action and report on the same in writing prior to the next billing date failing which IRCTC may impose a penalty as deemed fit.

Note: -In case of regular/repetitive default, IRCTC shall have the right to make any substitute arrangement it may deem necessary at the cost and risk of the Bidder or to forthwith terminate this agreement with/without any previous notice to the IT firm and in case of such termination the Security Deposit be forfeited by IRCTC and



the Bidder shall have no claim what so ever against IRCTC.

23. Exit Clause:

- Lock-in Period:** There shall be a lock in period for one year when the bidder cannot exit the awarded project.
- After the initial lock in period of one year, the bidder may exit the project if in his view; the same is not commercially viable or operationally feasible. A notice for the same should be given by the bidder in writing at least 06 months in advance, during which period, the knowledge and technology to be transferred as per discretion of IRCTC. IRCTC, in the meanwhile, initiate the process of fixing up a new Service Provider.
- The exit is subject to No Objection Certificate (NOC) from IRCTC/IT department. In case of an exit without obtaining NoC from IRCTC/IT department under this clause, the security deposit of the Service Provider will be forfeited by IRCTC. Balance fee deducting dues, if any, will be refunded to the service provider.
- Exit Clause for IRCTC:** The IRCTC may exit the contract by giving three (03) months advance notice to the bidder. The bidder, during this period shall transfer the knowledge and technology to IRCTC. In such cases, balance license fee and security deposit deducting dues if any, will be refunded to the service provider. All other terms and conditions regarding assets will be same as mentioned in above sub clause.

24. Relation of Service provider - The employees, contractors, etc. of the Service provider will not be in any contractual relation either with IRCTC or the Indian Railways. IRCTC will not be liable for any liability arising under the labour laws, taxes or any other law of the land, incurred by the Service provider.

25. Shramik Portal: The Licensee shall comply with the provisions of all labour legislations' including, but not confined to the requirements of:

- a) Employees' Compensation Act
- b) Shops & Establishment Act
- c) PF & ESI Acts
- d) Child Labour (Prohibition and Regulation) Act, 1986.
- e) Contract Labour(R&A) Act, 1971
- f) Minimum Wages Act, 1948.

Licensee has to upload details of LOA, engaged workmen, wages payment details,



26. Execution of Agreement

The successful agency shall be required to execute an agreement on non-judicial stamp paper of Rs.100/- at his cost within 15 days after the issuance of LOA. Till then the letter of award of License shall form the binding agreement between IRCTC and the Licensee.

27. Verbal or written arrangements other than the agreement

- Except as here by otherwise provided any verbal or written arrangements abandoning varying or supplementing this agreement or any of the terms hereof shall be deemed conditional and shall not be binding on IRCTC unless until the same is endorsed on the agreement or incorporated in a formal instrument and signed by the party(s).

28. Unsatisfactory Services etc.

- In the event of unsatisfactory service and services below the standard or any failure or default at any time on the part of the Bidder to carry out the terms and provisions of the agreement to the satisfaction of IRCTC (who will be sole judge and whose decision shall be final) it shall be optional for IRCTC to make any substitute arrangement, it may deem necessary at the cost and risk of the Bidder or to forthwith terminate this agreement with/without any previous notice to the Bidder and in case of such termination the Security Deposit be forfeited by IRCTC and the Bidder shall have no claim what so ever against IRCTC or any of the officials in consequence of such termination of the agreement. In case of termination under this clause the Bidder agrees to make good all cost and expenses, if any incurred by IRCTC for making the substitute arrangements referred to above. The Bidder shall also be debarred from participating in the future projects of IRCTC for a period of one year.

29. Termination of Contract:

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

30. EVENTS OF DEFAULT:

- Any of the following events shall constitute event of default by the contractor:
 - a. Breach of any of the terms or conditions or obligation of Contract on part of contractor / his employees.



- b. Fails to adhere to time line graph given by IRCTC.
- c. Any material alteration in the scope of work without the authorization of IRCTC and / or competent authority.
- d. Repudiation of agreement by contractor or otherwise evidence of intention not to be bound by the agreement.
- e. Fails to provide such documents required by IRCTC to satisfy regarding operation of the project.

31. Termination of License on other Events of Default

- IRCTC shall also be entitled at any time forthwith to terminate the Agreement without notice in any of the following events, that is to say (a) in the event of the Bidder being convicted by a court of law under the provisions of criminal procedure code or any other law (b) in the event of the Bidder being a proprietor or, if a firm, any partner in the firm being at any time be adjudged insolvent or a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any insolvency Act for the time being in force or make any conveyance or assignment of his interest or enter into any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under the partnership Act or, in the event of Bidder being a company, if the company shall pass any resolution to be wound up either compulsorily or voluntarily . Immediately on the determination of the agreement the Bidder shall peacefully vacate the premises and hand over to IRCTC all articles in the custody or possession of the Bidder and shall remove all his stores and effects from the said premises. In default IRCTC shall be entitled to enter and take possession of the said premises and to lock up the same or remove articles of the Bidder that may be lying there and to dispose of the same by sale or otherwise without being liable, for any damage, and all expenses incurred in connection therewith, shall be deducted by IRCTC from the Security Deposit or pending bills of the IT Firm.
- In case the Agreement is determined either at bidder ends or is terminated before the contract period, the bidder shall, within the agreed period as defined in agreement,
 - a) Conduct the Knowledge transfer to IRCTC.
 - b) Transfer the whole data to IRCTC, in usable format as per requirement of IRCTC, generated, stored, and maintained by bidder while carrying out the work under this project,
 - c) Permanently and safely erase/destroy all copies of the data from cloud, after approval of IRCTC; provide necessary handholding and transition support to IRCTC for maintaining the applications. The handholding support will include but not be limited to, handing over all relevant documentation, addressing the queries/clarifications of IRCTC with respect to the working / performance levels of the applications etc.



32. Arbitration

- In the event of any dispute arising amongst the Parties, 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, then 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) the same will be resolved by Arbitration consisting of a Sole Arbitrator to be appointed from IRCTC's list of Empanelled Arbitrators. The Arbitration shall be conducted under the aegis of Arbitration and Conciliation Act, 1996. 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 Arbitration Fee shall be jointly shared between the successful bidder and IRCTC equally.

33. Force Majeure

- Neither party shall be held liable for failure to perform its obligations under this tender if such failure to perform its obligations is prevented, hindered or delayed by a Force Majeure, event or circumstance (whether of the kind described herein or otherwise). Force Majeure shall include but not be limited to war, insurrection, restraint imposed by the government, act of legislature or other authority, explosion, strike, accident, riot, lockout, act of public enemy, act of God, sabotage, pandemic etc which is beyond the reasonable control of a party and which make a party's performance of its obligations under the contract impossible or so impractical as to be considered impossible or so impractical as to be considered impossible under the circumstances.
- If either party becomes aware of any circumstances of force majeure which give rise to any such failure or delay, or which appear likely to do so, that party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other party of the period for which it estimates that the failure or delay will continue.
- Neither party shall be held liable in respect of any breach of the terms and conditions due to any event or circumstances beyond its reasonable control.

34. Payment of taxes/dues

- The Bidder will be liable for payment of all taxes/duties and other liabilities in respect of the business.

35. Liability for compensation/ damages

- The Bidder shall accept liability for compensation/damages under the Consumer Protection Act, or any other law in respect of performance of the services or in respect of any negligence, act/omission of the IT firm/his workmen, servants and agents.



36. Notices: -

- All notices, requests, demands or other communications to be given by either party to the other pursuant to this agreement shall be in writing and hand delivered by messenger or a courier or sent by registered letter, facsimile (to be subsequently confirmed by a registered letter or by hand delivery), to the following address:

In the case of IRCTC:

General Manager/ Q&P

Indian Railway Catering and Tourism Corporation Limited,

11th Floor, Statesman House,

B-148, Barakhamba Road, Connaught Place,

New Delhi-110001 Tel: 011-23311263, 64 Fax: 011-2370117

37. Applicable Law

- a) The laws in force in Republic of India shall govern the contract.
- b) Courts of competent jurisdiction at New Delhi, India shall have exclusive jurisdiction over all matters arising out of or related to and /or connected with the bid/contract.
- c) The bidder shall abide by all the instructions issued by the Government of India from time to time.



AFFIDAVIT DEBARMENT DECLARATION
(Notarized)

(Issued after date of publishing of subject Tender)

I,, S/o Sh., aged aboutyears, Prop/authorized signatory of..... do hereby solemnly affirm and declare as follows:-

1. I state that I am an authorized signatory of the company/firm.....and hence competent to sign and swear this affidavit.
2. That the company/firm namely.....is not been debarred by any authority, as on the date of opening of tender.
3. That I undertake to inform IRCTC of any debarment imposed by any Govt. authority in future and understand that award shall be kept in abeyance for the period of ban/blacklisting.
4. That the affidavit is given for participation in tender process with IRCTC.

DEPONENT

Verification

I, the above named Deponent do hereby solemnly affirm and state that the contents of this affidavit are true and correct and no part of it is false and nothing material has been concealed there from.

Verified at New Delhi on this day of _____, 202_



INTEGRITY PACT

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

And

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

Preamble

The IRCTC intends to award, under laid down organizational procedures. Contract/s for (Tender No.)The IRCTC values full compliance with all relevant laws of the land, rules, regulations. Economic use of resources and of fairness/transparency in its relations with its bidder(s) and / or contractor(s).

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 or accept, for self or third person , any material or immaterial benefit which 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 known prejudiced persons.
- (ii) If the IRCTC obtains information on the conduct of any of its employees which is a criminal offence 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 measure to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.



- (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 of any kind whatsoever during the tender process or during the execution of the 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, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (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 others, any information or document provided by the IRCTC as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign IRCTCs, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign 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 intends 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 IEMs and shall wait for their decision in the matter.
 - (g) The Bidders(s)/Contractors 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 contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all the sub-contractors also sign the IP.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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 of Section 2, above or in any other form such as to put their reliability or credibility in question, the IRCTC is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages



- 1) If the 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 the 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 conforming 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 “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 in to 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 violate its provisions.

Section 7- Criminal charges against 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 is 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 (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
 - a) Shri Apurva Varma, IAS (Red.) as IEM/IRCTC E-mail: - apurvavarma1@gmail.com
 - b) Shri Bharat Prasad Singh. IFoS (Red.) as IEM/IRCTC E-mail: - bps.arunabh@gmail.com
- (3) The 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, whenever required. It will be obligatory for him/ her to treat the



information and documents of the Bidders/Contractors as confidential. He/ She reports to the CMD IRCTC.

- (4) The Bidder(s)/Contractor(s) accepts 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)/ Sub contractor(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 the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the 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 non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (8) The Monitor will submit a written report to the CMD, IRCTC within 8 to 10 weeks from the date of reference or intimation to him by the IRCTC and should the occasion arise, submit proposals for correcting 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 offence 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 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 writing. Side agreements have not been made.
- (3) If the contractor 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 be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (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 meeting shall be held for a particular dispute resolution, the Fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization 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-'C'

CERTIFICATE DULY CERTIFIED BY CHARTERED ACCOUNTANT

LETTER HEAD OF CHARTERED ACCOUNTANT

This is to certify that turnover of M/s _____ having its office at _____ from development, operation and maintenance of website business as mentioned below is duly reconciled with VAT / Service Tax/GST (9/9C) returns in any three financial years (to be considered) out of 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24. This turnover is from their business generated through development, operation and maintenance of website.

1. Turnover Details

	Turn Over from Development, operation and maintenance of website business for the considered three FYs is as under			
	FY -----	FY-----	FY-----	Annual Average turnover
Taxable Turnover				
Exempted Turnover				
Nil Tax Rate Turnover				
Unregistered Turnover (in case turnover is less than the threshold limit required for tax registration)				
Total Turnover				

2.0 Net worth as on 31.03.2024:- _____

NOTE:-

- (i) The above turnover certificate will be submitted according to the requirement of options in eligibility criteria mentioned above.

Signature of the Chartered Accountant

**Name of the chartered
Accountant
Name of the firm
Seal
Membership NO.
e-mail id.
UDIN No.**



Financial Bid

(To be filled by the bidder only through Tender wizard in online format)

My/Our quotation is as under:-

% of Commission on revenue from e-Catering	
In Figures (%)	In Words

Note: Commission at quoted percentage will be payable on the order value up to 4,999 orders (Nos.) per day. For the orders above 4,999, commission will be payable as per table given below.

1. Schedule of Rates: According to revenue share.

NO. OF ORDERS	REVENUE SHARE %AGE to IT Firm
Up to 4,999	X (to be quoted by the bidder)
5,000 to 9,999	X-5% of X
10,000 to 19,999	X-10% of X
20,000 to 29,999	X-15% of X
30,000 to 39,999	X-20% of X
40,000 to 49,999	X-30% of X
50,000 to 59,999	X-40% of X
Above 59,999	X-50% of X

- Commission will be calculated as per above slab on daily basis for the particular month.
- Average value per order will be calculated by dividing the net revenue (excluding taxes) of delivered orders by number of orders delivered per day. Delivered orders may be considered as orders marked by vendors, aggregators, delivery aggregator or call centre agents etc. Auto delivery to be discouraged as far as possible.
- Bidder has to quote for "X" and will be paid in reducing %age as indicated in schedule above
- While quoting of percentage, the bidder shall consider all costs e.g. Developmental cost, running cost of call centre/customer support, dissemination of transactional SMS and emails ,Cost of cloud server on AWS(Amazon Web Services) or cost of any other activity as defined in the scope of work.
- The bids received will be evaluated by the IRCTC to ascertain the lowest



- acceptable quoted rate for the above mentioned IT works.
- A tech player that has worked in this business domain for an agency that is operating with or without association with IRCTC e-Catering will not be eligible to participate in the bidding process.
- Goods & Service tax (GST) is payable extra as per applicable rates.
- I/We understand that the license is for a period of three years plus extendable period of 01years as decided by IRCTC.

a) I / We have read the general guidelines and tender document attached hereto containing the Terms and Conditions and agree to abide by such conditions. I / We offer for the subjected supply in the attached schedules and here by bind myself /ourselves to complete all the formalities from time to time as required after the award of Contract.

b) I/We hereby understand that the submission of tenders/bids does not guarantee allotment of Contract. I/We further understand that in case of any information submitted by me /us being found to be incorrect, IRCTC will have the right to summarily reject the tender, cancel the Contract or revoke the same at any time without assigning any reason whatsoever.

c) I / We further agree to execute an agreement to abide by the standard and special conditions of Contract for supply of subject item(s). In case of acceptance of tender by IRCTC, I/We bind myself/ourselves to execute the Contract agreement awarded to me /us and to commence the supply/services as per the conditions of the Contract failing which, I / We shall have no objection to the forfeiture of Security Deposit (SD) deposited by me/us with IRCTC, New Delhi in addition to other penalties specified under the terms of Contract.

d) IRCTC and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this tender.

e) On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We shall be debarred by IRCTC for further participation in the future tenders of IRCTC. In addition IRCTC can forfeit my/our .Earnest Money Deposit (EMD).

f) I/We do hereby confirm that I/We have the necessary authority and approval to submit this tender document for the supply of subject services to IRCTC Ltd. The following persons may be contacted for any information or clarifications relating to this Contract:

Name:

Address:

Email address:

Telephone number:



A notice or letter of communication addressed to me / us at the address given in the tender, even ordinary post/email will be deemed to be valid as proper notice of intimation to me/us.

Authorized signatory Name

Designation and seal

Address:

Date:

Place:

With Kind regards



CONFIDENTIALITY - CUM - NON DISCLOSURE
AGREEMENT

This Confidentiality-cum-Non Disclosure Agreement is made into at this.....day of20.....

BY AND
BETWEEN

Indian Railway Catering and Tourism Corporation Ltd, a Public Sector Undertaking (PSU) under Railway of India, having its Head Office at B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi-110001. (hereinafter referred to as “IRCTC” which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the ONE PART;

And

[Name and address of the Party] (hereinafter referred to as the “**Recipient**” which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, representatives, authorized agents and assigns) of the OTHER PART.

to assure the protection and preservation of confidential and/or proprietary information disclosed by *IRCTC* to the Recipient.

In reliance upon and in consideration of the following undertakings, *IRCTC* and the Recipient agree as set out herein:

This agreement is effective fromday of20.....

Now this Agreement is witnesseth as under:-

- 1. Confidential Information:** All information, trade secrets, marketing plans, customer information, data, drawings, documents, specifications, lay-outs etc (whether verbal, written, visual or otherwise, hard or electronic copy) including but not limited to details of network services, network infrastructure diagrams, software programs, know-how, application details etc disclosed by *IRCTC* or its related companies, group, associates or advisors to the Recipient shall be considered confidential information (“**Confidential Information**”).

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure.

- 2. Obligations:** The Recipient expressly undertakes to retain in confidence and to require all of its employees, agents, contractors, consultants and subcontractors to retain in confidence all information and know-how transmitted to the Recipient by *IRCTC* that has been identified as being proprietary and/or confidential, or that by the nature of the circumstances surrounding the disclosure ought to be treated as proprietary and/or confidential. The Recipient shall make no use of such information and know-how except under the terms and for the Authorized Purpose only. Notwithstanding anything to the contrary herein, the Recipient's confidentiality obligations set forth herein shall survive any termination or expiration of the Authorized Purpose.

Limit on Obligations: The obligations of the Recipient specified in clause above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- a) is generally known to the public at the time of disclosure or becomes generally known



- without any wrongful act on the part of the Recipient,
- b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
- d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

3. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by IRCTC to the Recipient, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with IRCTC.

The provisions of this Agreement are necessary for the protection of the business goodwill of IRCTC and are considered by IRCTC to be reasonable for such purposes. Recipient agree that any breach of this Agreement will cause substantial and irreparable damages to IRCTC and, therefore, in the event of such breach, in addition to other remedies under the title of "Remedies" under this agreement, which may be available, the Recipient violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

4. Purpose: The Recipient shall use the Confidential Information solely for the purposes of..... ("Authorized Purpose").

5. Use: The Recipient shall:

- a) use the Confidential Information only to the extent necessary to accomplish the Authorized Purpose;
- b) preserve the secrecy of the Confidential Information;
- c) not disclose the Confidential Information to any employee except to those having a need to know the same for the Authorized Purpose and shall be responsible for its employees' compliance with this Agreement;
- d) not disclose the Confidential Information to any third party except if such disclosure is required pursuant to a valid court order provided that the Recipient shall give IRCTC reasonable prior written notice of such disclosure and, where required, assist IRCTC to resist such disclosure;
- e) immediately notify IRCTC in writing upon the discovery of any loss or unauthorized disclosure of any Confidential Information;
- f) Shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. The Recipient may disclose Confidential Information only to its employees, agents, sub-contractors, mandates, or consultants on a need-to-know basis for the Authorized Purposes. The Recipient shall execute appropriate written agreements with its employees, agents, contractors, mandates and consultants sufficient to enable it to comply with all the provisions of this Agreement;
- g) not reproduce, summarize or distribute the Confidential Information in any form;
- h) not remove the Confidential Information from its premises without the prior written consent of IRCTC;
- i) get its facility, under scope and hosting IRCTC data, audited by an established and Govt's CERT empanelled third-party security audit agency if and when asked by IRCTC and shall submit the report of the same to IRCTC. Such audit will be subject to confidentiality obligations imposed by the Recipient.



- 6. Ownership:** The Confidential Information is the property of *IRCTC* or its associates or Advisors. Nothing in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. The Confidential Information may pertain to prospective or unannounced products. The Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.
- 7. Return of documents:** The Recipient shall, upon the request of *IRCTC*, in writing, return all Confidential Information in whatever form (including all copies thereof and summaries, analysis, compilations, studies, reports, notes and other documents or materials derived there from, whether prepared by the Recipient or not) received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Recipient agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to *IRCTC* or with the consent of *IRCTC*, destroy the Proprietary Information of *IRCTC*.
- 8. Duration:** The Recipient's obligations under this Agreement shall service for **five years** after the termination of.....(**"Authorized Purpose"**).
- 9. Waiver:** *IRCTC's* failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of such right or remedy or a waiver of other rights or remedies.
- 10. Publicity:** The Recipient must not make any press or other public statements (which includes announcements and releases) relating to this Agreement, the Confidential Information and the Authorized Purpose.
- 11. Remedies:**
- The Recipient agrees that any breach or a threatened breach by the Recipient of its undertakings and obligations under this Agreement will cause irreparable injury to *IRCTC* and monetary damages would not be an adequate remedy for such breach or threatened breach. Accordingly, in addition to such damages or financial loss or any other remedies due to breach of contract that may be available, in law, in equity or otherwise, as determined by Court of competent jurisdiction, *IRCTC* shall be entitled to seek temporary and permanent injunctive relief against any threatened breach or the continuation of any breach and costs and expenses relating to the enforcement of any breach or threatened breach of this Agreement.
- 12. Severability:** If any provision of this agreement shall for any reason, be held invalid, inoperative, illegal or unenforceable for any reason, such provision shall be deemed separable from the remaining provisions of this agreement and shall in no way affect or impair the validity, operation, legality or enforceability of the remaining provisions of this agreement, unless removal of the invalidated provision renders the other provision impossible to implement or inconsistent with the intent of the Parties. It is further agreed that in the event of any provision being held invalid, inoperative or unenforceable, such provision shall be replaced by mutually acceptable provision of the Parties.



13. Laws: This Agreement, including its validity and interpretation, the merits of any dispute or claim arising out of or relating to this Agreement shall be governed by the laws of India, without having regard to its principles of conflict of laws.

14. Forum: The Recipient shall submit to the exclusive jurisdiction of the courts in Delhi, India to adjudicate any dispute arising out of this Agreement.

Miscellaneous: This Agreement embodies the entire and final understanding of the parties on this subject. It supersedes any previous representations, agreements, or understandings, whether oral or written. No amendment or modification hereof shall be valid or binding **upon the parties** unless made in writing and signed by an authorized representative on behalf of each party.

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

[Recipient]

[Recipient's

Address]

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

If to -----:

[-----]

[IRCTC's Address]

If to Recipient:

[Recipient]

[Recipient's Address]

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

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands the day and year first hereinabove written;

Signature_____

Name _____

Designation _____

Duly authorized to sign for and
on behalf of:

in the presence of:

Name _____

Designation _____

Signature_____

Signature_____

Name _____

Designation _____

Duly authorized to sign for
and

on behalf of:

[•] PRIVATE LIMITED

in the presence of:

Name _____

Designation _____

Signature_____



COMPLIANCE AND PENALTIES

The Penalties that will be imposed based on SLA will be as below:

1. (I) INBOUND CALLS: -

S.No	Performance Metric	Measure Unit	Service level
1	Call Answer	Seconds	Less than 30 seconds
2	First call resolution (Query addressed in First Call and No repeat of same query on same transaction from that customer)	% of calls resolved on first call	More than 70 %
3	Call Abandonment rate	(%) Percentage of all incoming calls	Less than 3%
4	Fatal Error	Percentage of all incoming calls	Less than or equal to 0.1%

1. (II) CALL ANSWER

Component	Explanation of Component
Definition	Answer time is the number of seconds it takes for any customer/non customer to connect with the Contact Center representative after pressing prescribed digit to talk to the agent.
Requirement	Throughout the uptime of Call Centre except for scheduled downtime for a scheduled maintenance or when the IRCTC's system is down for whatever reason.
Measurement Frequency	Monthly
Report Frequency	Daily
Calculation Formula	Service Level Attained = % of Number of calls answered in < 30 seconds / Total calls
Data Sources	IRCTC's ACD and CRM/CTI solution with date and time-stamp Capabilities.

1. (III) Penalty Clause

SN	% Call Answer	Penalty
1.	>= 98% calls attended within 30 seconds	Nil
2.	<98% and >=95% calls attended within 30 seconds	0.15% of monthly billed value
3.	<95% and >=90%calls attended within 30 seconds	0.25% of monthly billed value
4.	<90% and >=85%calls attended within 30 seconds	0.50% of monthly billed value
5.	<85% calls attended within 30 seconds	0.75% of monthly billed value.



1. (IV) FIRST CALL RESOLUTION

Component	Explanation of Component
Definition	Number of call query resolved on first call. (Query addressed in First Call and No repeat of same query on same transaction from that customer). The CRM must be capable to handle this requirement of tracking.
Requirement	Throughout the uptime of Call Centre except for scheduled downtime for a scheduled maintenance or when the IRCTC's system is down for whatever reason.
Measurement Frequency	Monthly
Report Frequency	Daily
Calculation Formula	% of first call resolved = Number of calls resolved on first call / total number of calls attended.
Data Sources	IRCTC's ACD and CRM/CTI solution with date and time-stamp Capabilities.

2. (V) Penalty Clause

SN	% First Call Resolution	Penalty
1.	> = 70 % calls	Nil
2.	<70% and >=60% calls	0.15% of monthly billed value
3.	<60% and >=50% calls	0.25% of monthly billed value
4.	<50% and >=45%calls	0.50% of monthly billed value
5.	<45% calls	0.75% of monthly billed value

1. (VI) CALL ABANDONMENT RATE

Component	Explanation of Component
Definition	The proportion of calls that hang up or are Disconnected before the contact center agent answers the phone. A wrong immediate hang-up exclusion not exceeding 5 seconds is acceptable.
Requirement	Throughout the uptime of Customer Care Centre except for scheduled downtime for scheduled maintenance or when the IRCTC's system's down for whatever reason.
Measurement Frequency	Monthly
Report Frequency	Daily
Calculation Formula	Service Level attained = % of Number of abandoned calls (Inbound calls that have been assigned to an agent and hang up / Total inbound calls reaching ACD) .
Data Sources	The ACD & CRM/ CTI solution with date and time-stamp Capabilities.



1. (VII) Penalty Clause

SN	% Call Abandonment Rate	Penalty
1.	$\leq 3\%$	0.25% of monthly bill value
2.	$> 3\%$ and $\leq 4\%$	0.50% of monthly bill value
3.	$> 4\%$ and $\leq 5\%$	0.75% of monthly bill value
4.	$> 5\%$	1% of monthly bill value

1. (VIII) FATAL ERROR

Component	Explanation of Component
Definition	The percentage of total contacts, wherein an error occurs in delivering Contact Centre specific services which is totally unacceptable, primarily due to the behavior of the Agent, which might lead to total dissatisfaction of caller or misleading the caller due to providing of incorrect information. Mail/written complaint/letter/grievance/public portal/other mediums received from customer regarding deficiency in service of agent which is concurred by IRCTC competent authority.
Requirement	Throughout the uptime of Call Centre except for scheduled downtime for scheduled maintenance or when the IRCTC's system is down for whatever reason.
Measurement Frequency	Monthly
Report Frequency	Daily
Calculation Formula	Service Level attained = % of Number of Complaints Received / Total calls attended.
Data Sources	Escalation report/Supervisor report/ Mail/written complaint/ letter/ grievance/ public portal/ other mediums etc. Listening to voice calls from the log by the vendor's quality assurance team/ IRCTC's team or / and system Report.

1. (IX) Penalty Clause

SN	% Fatal Error	Penalty
1.	$\leq 0.1\%$ of Monthly calls	0.25% of monthly bill value
2.	$> 0.1\%$ and $\leq 0.25\%$ of Monthly calls	0.50% of monthly bill value
3.	$> 0.25\%$ and $\leq 0.5\%$ of Monthly calls	0.75% of monthly bill value
4.	$> 0.5\%$ of monthly calls	1% of monthly bill value



Performance Security Guarantee**FORM OFFER FOR PERFORMANCE SECURITY
(GUARANTEE) BY BANK**

1. This deed of Guarantee made this.....day of..... (Month & year) between the Bank of.....(hereinafter called the “Bank”) of one part, and IRCTC (herein after called “ Indian Railways Catering and Tourism Corporation Limited”)of the other part.
2. Whereas-----has awarded the contract for (name of work)(herein after called “the contract”) to M/s.....(Name of the Contractor)....herein after called “the Contractor or the Service Provider”.
3. AND WHERE AS the Contractor is bound by the said Contract to submit to the IRCTC a Performance Security for a total amount of Rs.....(Amount in figures and words).
4. Now we the Undersigned..... (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of.....(Full name of Bank), hereby declare that the said Bank will guarantee the IRCTC full amount.....of Rs.....(Amount in figures and Words)as stated above.
5. After the Contractor has signed the aforementioned Contract with the IRCTC, the Bank is engaged to pay the IRCTC Administration, any amount up to and inclusive of the aforementioned full amount upon written order from the IRCTC to indemnify the IRCTC Administration for any liability of damage resulting from any defects or shortcoming so the Contractor or the debts he may have incurred to any parties involved in the implementation of the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the IRCTC immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the IRCTC Administration any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of the Contract i.e 3+1 year + 6-months.)
7. At any time during the period in which this Guarantee is still valid, if the IRCTC Administration agrees to grant a time extension to the Contractor or if the Contractor fails to fulfil the contractual obligations within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5,above,it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the IRCTC Administration and at the cost of the Contractor.



8. The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or for bearance of the IR/ Railway Administration in enforcement of payment of any moneys, the payment where of is intended to be hereby secured or the giving of time by the IRCTC Administration for the payment thereof shall in no way relieve the bank of their liability under this deed.
10. The expressions “the IRCTC Administration”, “the Bank” and “the Contractor or the Service Provider” herein before used shall include their respective successors and assigns.

In witness where of, I/We of the Bank have signed and sealed this guarantee on the day of (Month & Year) being here with duly authorized.
For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name:.....

Designation:.....

I.D.No.:.....

Stamp/Seal of the Bank:.....

Signed, sealed and delivered for and on behalf of the Bank by the above named In the presence of:

Witness1:

Signature:

Name:

Age:

Full Address:

Witness 2:

Signature:

Name:

Age:

Full Address:

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the ‘Bank Guarantee’.
2. The ‘Bank Guarantee’ shall be from the Scheduled Commercial Bank based in India, acceptable to IRCTC Administration.

