

# E-TENDER TO PROVIDE GDS/IATA AIRLINES SERVICES FOR IRCTC



INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD

(A Government of India Enterprise)

Limited Tender for Providing GDS/IATA Airlines Services for IRCTC

CIN Number: L74899DL1999GOI101707

Website: [www.irctc.com](http://www.irctc.com)

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**Advance Fixed price**

**INR 1,50,00,000 (INR One Crore Fifty Lacs only)  
+ GST for three years for the Advance Technical  
integration bonus.**

**Type of Offer**

**Single Packet**

Last Date and Time of Submission	08.11.2024 15.00 hrs.
Date and Time of Opening of E-Tender	08.11.2024 15.30 hrs.
Address:	IRCTC, Internet Ticketing Centre, State Entry Road, New Delhi-110055

## **E-TENDER TO PROVIDE GDS/IATA AIRLINES SERVICES FOR IRCTC**

### **DISCLAIMER**

- 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 providing the GDS/IATA Airlines Inventory. In no circumstances shall IRCTC, or its respective advisors, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this Tender, or the bidding process.
- The objective of the Bid document is to provide the prospective Bidder(s) with all the relevant information to assist him in the formulation of proposals or bids.
- This tender may not be appropriate for all persons, and it is not possible for the 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 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.
- Nothing in this tender shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, or 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 processor 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 here-mentioned information.
- The 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.
- Laws of the Republic of India are applicable to this Tender.
- Each Bidder acceptance of delivery of this 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 documents or earlier information, if any, in relation to the subject matter hereof.

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### 1. TOP SHEET

#### (Brief Information about Tender)

Tender No.	<b>2024/IRCTC/AIR-TICKETING/GDS</b>
Tender Papers will be available from	Tender Document may be downloaded from 24/10/2024 onwards from <a href="https://www.tenderwizard.com/IRCTC">https://www.tenderwizard.com/IRCTC</a>
Last date of receipt of Pre-Bid queries	Last date is 30/10/2024 @15:00 hrs. & the pre-bid queries may be addressed in writing to GGM/IT, Internet Ticketing Center, State Entry Road, New Delhi-110055 on <a href="mailto:ggit1@irctc.co.in">Email: ggit1@irctc.co.in</a> ; <a href="mailto:rohitbora@irctc.co.in">rohitbora@irctc.co.in</a>
Pre-Bid Meeting	Pre-bid ONLINE/IN PERSON MEETING on 30/10/2024 @15:30 hrs.
Last Date and Time of Submission of Tender	<b>08.11.2024 @ 15.00 hrs.</b>
Date and Time of Opening of Tender	<b>08.11.2024 @ 15.30 hrs.</b>
Address for Communication & Dropping of Tender	IRCTC, Internet Ticketing Centre, State Entry Road, New Delhi-110055
Type of Offer	Single Packet Bid
Tenure of the Contract	3 Years and extendable up to 2 times(on 1+1 year basis), on satisfactory performance of work, at sole discretion of IRCTC on a mutually and on mutually acceptable terms & conditions.
Performance Security Deposit (PSD)	10% of the Advance Technical Integration bonus for three years shall be payable to IRCTC by the successful bidder as PSD through NEFT/RTGS.

### 2. BACKGROUND

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**Indian Railway Catering and Tourism Corporation Ltd**, a Public Sector Undertaking under *Ministry of Railways* is mandated to provide and enhance passenger, customer service verticals such as catering, Ticketing and Tourism. IRCTC is the biggest online travel platform in India, is seeking the association with online GDS service provider for Air ticketing business for Domestic and International flights. IRCTC will facilitate the booking of Air Tickets for GDS/IATA Airlines to its customers from its website [www.air.irctc.co.in](http://www.air.irctc.co.in) and GDS Terminal System.

IRCTC issue this Notice inviting tender to call upon eligible GDS services providers to enable IRCTC customers to book Air tickets for GDS/IATA Airlines.

### **3. NOTICE INVITING TENDER**

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Limited Tender is invited by Indian Railway Catering and Tourism Corporation Ltd., to power its website [www.air.irctc.co.in](http://www.air.irctc.co.in) and enable terminal booking for Air ticket booking of GDS/IATA Airlines as per the terms and conditions mentioned in the Tender Document for a period of 3 Years, extendable by One year and maximum up to 2 times (on 1+1 year basis), on satisfactory performance of work, at the sole discretion of IRCTC and on mutually acceptable terms & conditions.

Parties should read the document carefully before submitting their offers. IRCTC reserves the right to reject any/all bids without assigning any reason and shall not be bound to accept the highest offer.

For Indian Railway Catering and Tourism Corporation Limited

**Group General Manager /IT(1)**  
Internet Ticketing Centre , IRCTC  
State Entry Road , Connaught Place  
New Delhi

### 4. INSTRUCTIONS TO BIDDERS

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- 1) The Tender is not transferrable or assignable.
- 2) The intending bidders are advised to study the document carefully and acquaint themselves with the conditions therein as they shall form an integral part thereof.
- 3) The Tender document may be downloaded from the IRCTC's website (<http://www.irctc.com>) or <https://www.tenderwizard.com/IRCTC>.
- 4) This Tender Document can be submitted/received online at <http://www.tenderwizard.com/IRCTC> only. No manual bids will be accepted.
- 5) To participate in the E-Tender, it is mandatory for the bidders to register themselves with M/s ITI. A detailed procedure for bidding is placed at [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). It may please be noted for the submission of bids, a Class-III digital signature is required.
- 6) Complete Tender Document, including all Annexures, with supporting documents, shall be uploaded and digitally signed. Incomplete tenders are liable to be rejected.
- 7) All documents uploaded should be digitally signed.
- 8) Corrigendum/Addendum to this Tender, if any, will be published on the website [www.irctc.com](http://www.irctc.com) & [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). No newspaper press advertisement shall be issued for the same.
- 9) At any time prior to the bid submission date, IRCTC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the bid document through the issuance of an Addendum which will be given on the IRCTC website [www.irctc.com](http://www.irctc.com) & [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) not later than 4 days in advance to the last date of submission of tender. IRCTC may, at its discretion, extend the bid submission date.
- 10) The bid shall remain valid for a period not less than one hundred and twenty (120) days from the due date of submission (Offer Validity Period). The validity of the bid may be extended for a specified additional period. Offers with a validity of less than 120 days shall be considered as non-responsive and shall be summarily rejected.
- 11) For any difficulty in downloading and submission of bid documents on [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) please contact at Tender wizard helpline No. 011-49424365 or mobile No. 8800115628 / 8800107755.
- 12) Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 13) IRCTC reserves the right to award contracts to any successful bidder at its discretion and this will be binding on bidders.
- 14) The application document shall be submitted along with the covering letter as per "Annexure- I".
- 15) IRCTC may terminate the Contract if it is found that the bidder is blacklisted/debarred by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.
- 16) It would be desirable that prior to the submission of the bid, the bidder has made a complete and careful examination of the requirements and other information set forth in this bid document.
- 17) IRCTC shall not be liable for any mistake or error or neglect by the bidder in respect of the above.



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- 18) The submission of any offer connected with this tender document shall constitute an undertaking that the Tenderer shall have no cause for and claim, against IRCTC for rejection of the offer. IRCTC shall always be at liberty to reject or accept any offer at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against IRCTC.
- 19) If a bid is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the bidder by correction of the nonconformity. IRCTC's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by IRCTC in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.
- 20) During Tender Evaluation, IRCTC may at its discretion, ask the Tenderer(s) for clarification(s) regarding its tender and documents submitted. The request for clarification and its response shall be in writing and no change in the price or substance of the tender shall be sought, offered or permitted, in response.
- 21) IRCTC reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages, which the bidder may incur in the process. The Bids can be rejected without assigning any reason.
- 22) The Tenderers must ensure that the conditions laid down for the submission of offers detailed in the preceding paras are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be rejected.
- 23) E-Tender Processing Fee: - Nil.
- 24) The Notice Inviting Tender and the enclosed Instructions to Tenderers, Standard Conditions, Special Conditions, Covering Letter Format and Financial Bid Format shall form part of the Tender Documents.
- 25) This tender document consists of 43 pages including an index and one cover page.
- 26) Documents submitted should be serially numbered on the top right-hand corner of every page.
- 27) Incomplete application documents are likely to be rejected. Application documents without digitally signed including the covering letter shall be considered as incomplete.
- 28) Bidders are requested to submit their bids sufficiently in advance, to avoid last minute hurdles in participating in the e-tender.

### **4.1 SUBMISSION OF BIDS**

- (a) Limited Tender is invited from the 3 GDS (Global Distribution System) Galileo, Amadeus and Sabre respectively, who are providing the Airline inventories for Domestic and International Airlines under IATA. Submission of Bids should follow single packet systems as mentioned below Bidder shall upload the Complete tender document, including all Annexures, with supporting documents Digitally signed by authorized signatory.

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### Tender Evaluation:

The bid of all the offers that are received within due date mentioned herein shall be opened and checked for the completeness and submission of all the documents as detailed in this Tender Document. Bids will be opened in the presence of those bidders or their representatives, to ascertain the highest bidder. In addition, the following shall also apply.

IRCTC may, at its discretion, ask the bidder for clarification on the documents and other details. The request for clarification and response shall be in writing, and no change in the price or substance of the tender shall be permitted in response.

**Advance Technical integration bonus** has been fixed at **INR. 1,50,00,000 (One Crore Fifty Lacs) Only + GST for the period of 3 Years (@INR 50 Lacs per Annum)**. In Addition to the Advance Technical integration bonus, the bidder is required to pay a commission for the booked segments as stated hereunder during the contract period.

The Bidder will make payment of commission to IRCTC for the Domestic and International Segments as per the bid amount quoted by the bidder as per the format below.

Commission on Booking per Segment (Quote should be in round figure):

S.N.	Airline	Weightage	Commission per Segments in INR
1	Air India(with Air Vistara merged) Domestic(AID)	92%	INR {AID}
2	Other International(OI)	6%	INR {OI}
3	Air India International(with Air Vistara merged)(All)	2%	INR {All}
4	Average Commission per Segment		Average Commission per Segment = $((AID*92/100)+(All*2/100)+(OI*6/100)) = \text{-----}$

\*AID— (Commission per segment for AIR India (with Air Vistara merged) Domestic),

\*All — (Commission per segment for AIR India (with Air Vistara merged) International)

\*OI — (Commission per segment for Other International Airlines)

### For Example :::

If the Per segment Commission amount quoted by bidder for

- Air India (with Vistara merged) is INR 100
- Other International(OI) is INR 400
- Air India International (with Air Vistara merged )(All) is INR 200

**Average commission per segment by the bidder will be  $\{100*92/100 + 400*6/100 + 200*2/100\} = \text{INR 120}$ .**

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Also,

If the Total booked segments for a particular month for

- i. Air India (with Vistara merged) is 30,000
- ii. Other International(OI) is 2000
- iii. Air India International(with Air Vistara merged)(All) is 1000

**Total Commission payable by the bidder to IRCTC for that month will be**  
 $\{30,000*100 + 2000*400 + 1000*200\} = \text{INR } 40,00,000(\text{INR Forty Lacs}).$

- i. Bidders need to quote their commission rate per segment as per the table above.
  - ii. Average commission per segment will be calculated based on the weightage of Commission on each type of Airlines.
  - iii. GST of 18% will be charged extra and should be borne by the bidder.
  - iv. Bidder quoting the highest Average Commission as per S.N. 4 in the Table above will be declared highest bidder and winner.
  - v. In case, more than one bidder quotes the same average commission per segment, Highest bidder will be decided on the basis highest bid for Airline in the following order of priority.
    - (a) Highest Bid amount quoted for Air India (with Air Vistara merged) Domestic per segment(AID).
    - (b) Highest Bid amount quoted for the Other International per segment(OI).
    - (c) Highest Bid amount quoted for the Air India (with Air Vistara merged) International per segment(All).
- (b) The bidding process is completed with the issue of a letter of award to the successful bidder by IRCTC.
- (c) Conditional/Telegraphic Bids/Physical Bids shall not be entertained. Photocopy/reproduction on the party's letterhead is not permissible. After the due date and time, submission of tender will not be possible.
- (d) The bidders may anytime withdraw their bids till the last date and time of submission; however, the bidder shall not be able to re-submit the bid thereafter. In case of withdrawal of bid, the tender processing charges, if any will not be refunded.
- (e) If Bidder or any of its partner/s or sister concerns, who have been debarred by IRCTC/Railways/CPSU Dept. shall also be debarred from participating in the projects of IRCTC/Railway, during the period of such debarment.
- (f) All the tender papers submitted along with the Bid should be serially numbered on the top right-hand corner of every page of the Tender Document.
- (g) At any time prior to the bid submission date, IRCTC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the bid document through the issuance of Corrigendum or Addendum which will be given on <https://www.tenderwizard.com/IRCTC> not later than 4 days in advance to the last date of submission of tender and shall be binding upon them. In order to

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give the bidders reasonable time where an Addendum is issued, or for any other reason, IRCTC may, at its discretion, extend the bid submission date.

- (h) IRCTC may terminate the contract at any stage, if it is found that the bidder is a willful defaulter of bank/financial institution or blacklisted by any of the Government Departments/ Institutions / Local Bodies / Municipalities / Public Sector Undertaking, etc.
- (i) IRCTC reserves the right to reject any/all bids including the highest bid or withdraw the tender at any stage without assigning any reasons. Nothing contained herein shall confer right upon a bidder or any obligation upon IRCTC.
- (j) It would be desirable that prior to the submission of bid, the bidder has made a complete and careful examination of the requirements and other information set forth in this bid document.
- (k) All the pages of the tender document consisting of Annexures and other supporting documents should be duly digitally signed by the authorized signatory of the applicant.
- (l) The document submitted by the successful applicants, in compliance of the above eligibility conditions shall be subject to verifications by IRCTC itself or through an agency (Expert in Forensic Audit) appointed by IRCTC, for which all necessary documents shall have to be essentially provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of EMD(If any)/Security deposit/ other deposits such as License Fee, Concession fee, etc. In such eventuality, the successful bidder will also be debarred for 03 years from participating in the future projects of IRCTC.

### **4.2 PRE-BID QUERIES**

- (a) A Pre-bid meeting will be organized as per the date, time and address provided in the Top-Sheet to answer the queries, if raised by the bidders.
- (b) Queries may be posted by all prospective bidders on the tender document to clarify any doubts or concerns. The bidders must submit their queries online or in writing by the date indicated in the “Top-Sheet” of this document.
- (c) All clarifications/questions must reference the appropriate Tender page and section number. Bidders must inquire in writing w.r.t. any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in this Tender prior to submitting the proposal. If a Bidder fails to notify IRCTC of any error, ambiguity, conflict, discrepancy, exclusionary specification or omission, the Bidder shall submit the proposal at its own risk and, if awarded the contract, shall have waived any claim that the Tender and contract were ambiguous and shall not contest IRCTC’s interpretation. If no error or ambiguity is reported by the deadline for submitting written questions, the Bidder shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.

IRCTC reserves the right to accept / not to accept requests of changes in specification/ clauses of tender Corrigendum or addendum regarding this Tender if

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needed after pre-bid meeting. Rightful Changes/Addendum/Corrigendum if any, will only be published on the e-tendering website and [www.irctc.com](http://www.irctc.com). IRCTC reserves the right not to respond to queries raised during /prior/ after pre-bid meeting. The queries which are considered by IRCTC will be incorporated in the corrigendum and made part of tender.

### **4.3 BID Description**

Documents to be submitted online by the Bidders:

- i. All the details/relevant documentary evidences with duly digitally signed by the authorized signatory of the applicant.
- ii. The entire e-tender documents should be digitally signed on each page by authorized signatory.
- iii. The offer form, Annexure-I stamped, dated, and physically or digitally signed.  
The offer form, Annexure-X stamped, dated, and physically or digitally signed for Average commission per segment based on the bid quoted as per the format in the Section 4.1 SUBMISSION OF BIDS section of this Tender Document.
- iv. In Addition to the Average commission per segment, the bidder is required to pay Advance Technical Integration Bonus of INR 1,50,00,000 (INR One Crore Fifty Lacs) Only for three years to IRCTC as defined in the Section 4.1(a) in SUBMISSION OF BIDS section of this Tender Document.
- v. Successful bidder would be given Thirty (30) days time, from the date of issue of the letter of award of contract, for payment of the Advance Technical integration bonus plus applicable GST for 3 years.

### **4.4 Performance Security Deposit (PSD)**

- i. The successful bidder shall deposit 10% of the Advance Technical Integration Bonus of 3 years with IRCTC as PSD along with the acceptance of Letter of Award (LOA) in 30 days.
- ii. The successful bidder shall furnish PSD through NEFT/RTGS.
- iii. Performance Security Deposit shall be refunded/returned to the bidder after deduction of any loss or damage which IRCTC may have suffered due noncompliance of terms and conditions and or loss damages due to delay/negligence on the part of bidder. The request from the bidder may be sent for the same.
- iv. IRCTC reserves the right to forfeit the Security deposit amount, completely, partially or to an extent as decided by IRCTC In the event of failure to execute the work within a reasonable time period (Maximum of 3 months), IRCTC reserves the right to debar the bidder for period of one year depending on the extent of failure and enter into agreement with the next bidder.

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### 4.5 EVALUATION OF OFFERS

- i. The entire process of evaluation will be in single stage
- ii. Bids submitted by the bidders will remain valid for One hundred and twenty (120) days from last date of submission of the bid.
- iii. Tender will be opened on the scheduled date and time as prescribed in the Top Sheet of the Tender Document in the presence of Bidders.

iv. **The Procedure being followed is as under:**

- (a) The successful bidder would be selected on the highest average commission per Segment for providing the GDS/IATA airline Inventory as quoted in vide the document submitted as per Annexure X.

S.N.	Airline	Weightage	Commission per Segments in INR
1	AirIndia(with Air Vistara merged) Domestic(AID)	92%	INR {AID}
2	Other International(OI)	6%	INR {OI}
3	Air India International(with Air Vistara merged)(All)	2%	INR {All}
4	Average Commission per Segment		Average Commission per Segment $((AID*92/100) + (All*2/100) + (OI*6/100)) = \text{-----}$ -

Commission on Booking per Segment (Quote should be in round figure):

- \*AID— (Commission per segment for AIR India (with Air Vistara merged) Domestic),  
\*All — (Commission per segment for AIR India (with Air Vistara merged) International)  
\*OI — (Commission per segment for Other International Airlines)

- (b) In case, more than one bidder quotes the same average commission per segment, Highest bidder will be decided on the basis highest bid for Airline in the following order of priority.
  - i. Highest Bid amount quoted for Air India (with Air Vistara merged) Domestic per segment(AID).
  - ii. Highest Bid amount quoted for the Other International per segment(OI).
  - iii. Highest Bid amount quoted for the Air India (with Air Vistara merged) International per segment(All).

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- (c) GST of 18% will be charged extra and should be borne by the bidder.
- (d) After determining ***the successful bidder(s)***, ***IRCTC shall issue a Letter of Award (LOA)***. The successful bidder(s) shall submit letter of acceptance along with Performance Security Deposit within the period of 30 days of awarding the contract.
- (e) In case bidder fails to accept the offer of award of contract, his/her EMD (if any) shall be forfeited and the firm shall be debarred from participating in future tender of IRCTC for a period of one year.
- (f) IRCTC shall not be liable for any mistake or error or neglect by the bidder in respect of the above.
- (g) No bid shall be modified or withdrawn by the bidder after the bid submission date. Withdrawal of a bid during the interval between bid submission date and expiration of the bid validity period would result in forfeiture of the EMD.
- (h) If it is discovered at any point of time that the bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this bid, the bid will be cancelled by the IRCTC. In such an event, the bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.

### 4.6 LANGUAGE OF PROPOSALS

The proposal and all correspondence and documents shall be written in English. The original version of the submitted tender will be considered as the official proposal.

### 4.7 DISQUALIFICATION

The proposal is liable to be disqualified in the following cases:

- (a) The proposal was not submitted in accordance with this document.
- (b) The proposal is received in incomplete form.
- (c) The proposal is received after the due date and time.
- (d) The proposal is not accompanied by all requisite documents.
- (e) Information submitted in the technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
- (f) If the Integrity Pact duly signed by the bidder is not submitted at the time of submission of the tender.

### 5. SCOPE OF WORK

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The bidder is required to supply Inventory for all IATA/GDS Airlines via Terminal System and API /Web Services).

The scope of work is as follows –

- 5.1 The Bidder shall provide a solution to IRCTC, for Search, Hold, Book, Ticket, seat selection, Cancellation, Modification/Rescheduling and Refunds services of airlines ticket booking over API /Web Services) for regular and NDC content (wherever available) all the GDS/IATA Airlines in Domestic and International sectors.
- 5.2 Bidder shall supply the full content (Airline, Sector, Classes) of GDS/IATA Airlines on all the Domestic and International carriers. If a new carrier links to the IATA, same must be provided by the bidder also. Bidder should normally have an inventory of all the scheduled GDS/IATA Airlines (both domestic and international) all the times and also the new carriers which are introduced from time to time.
- 5.3 The GDS shall provide minimum 99% up time access. In terms of the inventory, bidder shall display all flights (direct/indirect/combo/multi segment/multi city) for all the IATA Airlines.
- 5.4 Bidder shall provide IRCTC 24\*7 Support at the business levels, Customer Care level as well as technical level during integration till the contract expiry. Support for the LIVE Booking and pending cancellation, Refunds, Reschedule, etc. shall be provided even after the expiry of the contract.
- 5.5 Bidder shall provide the Real-time Fare rules for the Fare, Class, Cancellation, Refunds, Baggage, Seat which should be defined time window-wise for the respective Service.
- 5.6 Bidder shall complete workflow of the Booking, Cancellation, Modification, Reschedule and refunds.
- 5.7 Bidder shall provide IRCTC the complete workflow / Algorithm of every process involved in the API integration and certify IRCTC Approach towards implementation before going LIVE.
- 5.8 The Bidder shall inform IRCTC any subsequent changes in the API well in advance enough for implementation, along with subsequent support for the implementation of the same.
- 5.9 The Bidder shall resolve the issues about any service unavailability to IRCTC / IRCTC Customers caused by the wrong information/missing information/deviation from the existing agreed workflow provided to IRCTC from the Bidder end.
- 5.10 Bidder is required to advice/help / support IRCTC in developing the booking engine for its website with regards to consultancy, certification if any and documentation etc. Training of Technical, Business and Customer care staff for understanding the system (both Web Service/API and Terminal System) and business processes.
- 5.11 The Bidder shall timely intimate IRCTC of the Airline circulars regarding the changing rules and



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- any information related to Journey, Booking, Cancellation, refunds etc.
- 5.12 The Bidder shall provide IRCTC, the daily reports of booking, Cancellation/Refunds.
- 5.13 The Bidder shall provide IRCTC, the Monthly Detailed report for the Segment Commission clearly mentioning the dates, PNR, Ticket no. Booked/Cancelled, No. of segments per PNR, Airline, Segment type (Domestic/International) along with commission given/Commission reversed etc.
- 5.14 The Bidder shall provide IRCTC, segment commission along with the detail report to be paid on monthly basis.
- 5.15 Bidder has also responsibility to provide the latest trends and product, ancillary services provided by the airlines and help integrating on IRCTC website (if desired by IRCTC).
- 5.16 Bidder shall provide the support for the services as and when required, support for integrating special fare/Coupon Fare/Tour Code/Product Class etc.
- 5.17 Bidder shall provide IRCTC facility to download the Monthly report of the Ticket No. and PNRs along with nos. of segments which are eligible for segment commission.
- 5.18 Bidder shall provide all the services for the airlines wherever NDC content is available.

### 6. TERMS AND CONDITIONS OF TENDER

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#### 6.1 General

- 6.1.1 The successful bidder shall provide IRCTC with price parity in terms of fare for all the domestic and international sectors. The prices offered to IRCTC should be the cheapest or at least not costlier than the direct Airline prices and prices offered to other OTAs.
- 6.1.2 API/Web Service Response to be fast and within acceptable time limits as per the industry standard.
- 6.1.3 The bidder shall provide web services for Lowest fare search tool, online ticket booking, online ticket cancellation/modification, advanced seat reservation, segment checking tool etc. Apart from the above bidder must be able to provide real-time access to MIS reports. IRCTC will not pay any fee linked to the Look to Book Ratio threshold.
- 6.1.4 The information (search, fare, availability, cancellation, refund rules, ancillary services) provided by the bidder on all parameters must be reasonably complete and accurate. IRCTC reserves the right at all times to disclose any information as IRCTC deems necessary to satisfy any applicable law, regulation, Legal process or Government request after informing the bidder of the same.
- 6.1.5 All the other Standard operating procedures with the bidder about booking/cancellation/modification/reschedules/refunds/reconciliation (BSP) would be

## **E-TENDER TO PROVIDE GDS/IATA AIRLINES SERVICES FOR IRCTC**

carried out as per the market accepted norms. The maximum window time for the resolution is 21 days by the bidder.

- 6.1.6 There should be clarity on the segment calculation for a booking, Inclusion of any other city/airport in a journey between source city and destination city will increase the segment count by one. Any journey like Delhi–Patna-Mumbai shall be treated as 2 segment per passenger (irrespective of the reason for inclusion of third city i.e. via, stopover, technical/mechanical halt, refuel, change of aircraft, same aircraft, connecting flight etc.). Similar logic to be applied to the international multicity journeys also.
- 6.1.7 IRCTC manages and promotes its products and services as per own discretion without any obligation to manage or promote as per the bidders' wish, bidder however may suggest IRCTC on marketing /promotion/operational planning but IRCTC is not bound to accept any such suggestion and/or to give any explanation for the same.
- 6.1.8 Bidder will not charge any cost for the API/Product/Services/Reports/Terminal Software related to complete business of Booking /Cancellation/Refunds/Modification/Reschedule/Reconciliation/Accounting Reports/Commission Report/Segment Report of Flight Tickets and any ancillary products/services for (Regualr GDS/NDC Content).
- 6.1.9 Commission for the booked segments to be given on monthly basis.
- 6.1.10 The information provided by the Bidder must be reasonably complete and accurate. IRCTC reserves the right at all times to disclose any information as IRCTC deems necessary to satisfy any applicable law, regulation, legal process, or Government request after informing the Bidder of the same
- 6.1.11 The Bidder would be liable to bear all the extra charges & upgrades when Booking done through Bidders System/API by an IRCTC customer is not honored by Airline/carrier. IRCTC has right to take action against the Bidders or levy the penalty in such cases with customer complaints. Bidder institutes any proceedings against IRCTC, the concerned Bidder would be liable to make good all the losses incurred to IRCTC as a result of those proceedings, including the cost of defending the proceedings.
- 6.1.12 If the Bidder fails to comply with the terms & conditions of the agreement, IRCTC shall follow an escalation matrix as per the SLA (to be provided by Bidder). This is without prejudice to any other action that IRCTC may take.
- 6.1.13 The Bidder will provide all the services even after the expiry of contract period for all the Tickets booked during the contract period. IRCTC has its own arrangement to integrate with the LCC (Low Cost Carrier i.e Go indigo , SpiceJet, Air India Express, Alliance Air , Star Air etc. ) Airlines and IRCTC will be free to decide the inventory source for these airlines. Bidder will not have any right/objection on this matter (even if that LCC airline is available on bidders' inventory).

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- 6.1.14 IRCTC has right to take the content / inventory for the Airlines (which is not available with the bidder) from any other third party source to display and sell content/Fare on its websites and other sales channel/modes.
- 6.1.15 IRCTC has right to take the NDC content/ NDC Inventory for any Airlines (if NDC content is not available for that airlines with the bidder) from any other third party source to display and sell NDC content/Fare on its websites and other sales channel/modes.
- 6.1.16 Any financial liability arising due to deviation from the approved and integrated workflow of booking / cancellation / refund/rescheduling / ancillary services etc. will have to be borne out by the bidder.
- 6.1.17 Advance Technical Integration bonus is non-refundable, and bidder should bid, considering all kind of future uncertainty/fluctuation related but not limited to Air Travelers numbers / Airline Industry growth or recession/ Economic / Political / Social environment at Domestic /International Level/ Onboarding of Any third party inventory (providing better customer benefits in terms of fare and / or other services).
- 6.1.18 In case of extension of contract, Advance Technical integration bonus and airline wise segment commission will be renegotiated and mutually agreed based on the growth of business , market conditions.
- 6.1.19 IRCTC also reserve the rights to take the inventory from any Third party any NDC/Non NDC inventory (even if that inventory / service is available with the Bidder) and sell on its websites and other sales channel/modes for giving the cost and/or other benefits to the customer.
- 6.1.20 Bidder to ensure to provide all the services / features as described in the SCOPE OF WORK section, failing which IRCTC reserves the right to cancel the award of contract any time.
- 6.1.21 Integrity Pact (Non Judicial Stamp paper worth INR 100) shall be signed and submitted.

### 6.2 Payment Terms

**General Term:** It is bidder's responsibility to comply with all tax related laws, payment of GST for all payments made to IRCTC including the payment of Advance Technical Integration Bonus, Segment Commission etc.

(a) Performance Security Deposit (PSD) is payable as per clause 4.4 Performance Security Bonus sub section of Instructions to Bidder Section.

(b) Payment Schedule:

- i. LOA = IRCTC shall issue a Letter of Award (LOA) to the successful bidder.
- ii. Letter of Acceptance along with Performance Security Deposit (PSD) within 30 days from the issue of Letter of Award.
- iii. Time period of signing of contract/agreement between two parties = 45 days from LOA.
- iv. IRCTC reserves the right of charging interest @12% per annum, if the

## E-TENDER TO PROVIDE GDS/IATA AIRLINES SERVICES FOR IRCTC

- payment of PSD is not made within 30 days from LOA.
- v. If all dues are not made within 30 days from the issue of Letter of Award, IRCTC reserves the right to cancel the contract.
  - vi. Recovery of outstanding amount: IRCTC reserves the right to recover any outstanding dues from the bidder by adjusting the same against Performance Security Deposit (PSD) of the bidder or any other amount payable to the bidder either under this contract or any other contract.
  - vii. IRCTC reserves the right of charging interest @12% per annum after One month, if the due payment along with the detail report is not received within one month.
  - viii. Mode of Payment: All the payments to IRCTC shall be payable through Online Bank transfer only.
  - ix. In Addition to the Average commission per segment, the bidder is required to pay Advance Technical Integration Bonus of INR 1,50,00,000 (INR One Crore Fifty Lacs) Only for three years to IRCTC as defined in the Section 4.1(a) in SUBMISSION OF BIDS section of this Tender Document.
  - x. Successful bidder would be given Thirty (30) days time, from the date of issue of the letter of award of contract, for payment of the Advance Technical integration bonus plus applicable GST for 3 years.
  - xi. Commission for the booked segments to be given on monthly basis.
  - xii. Commission of the Booking Segments to be paid by 15<sup>th</sup> of the following month.

### 6.3 Conditions governing the performance of the contract

- a) All notices to be given on behalf of IRCTC and all other actions to be taken by IRCTC may be given or taken on behalf of IRCTC by GGM/IT(1) or any other officers for the time being entrusted with such functions, duties and powers by IRCTC.
- b) The information provided by the Bidder must be complete and accurate.
- c) IRCTC reserves the right at all times to disclose any information as IRCTC deems necessary to satisfy any applicable law, regulation, legal process, or Government request after informing the Bidder of the same.
- d) In case of operational exigency, in order to handle critical situations; IRCTC reserves the right to stop the Airline Inventory, only after informing the bidder about the same.
- e) IRCTC reserves the right to inspect establishments of the selected party.
- f) The bidder shall not sublet or assign the contract or appoint any sub-contractor to carry out any obligation under the contract in any manner.
- g) The Bidder shall indemnify/compensate IRCTC fully in respect of losses/damages/claims/demands if any, occurred due to negligence of the bidder. The loss/damage so occurred will be assessed, calculated and levied after investigation / inquiry by authorized representatives of IRCTC.
- h) COMPLIANCE WITH OTHER ACTS: The Bidder shall be solely responsible for compliance with all labor laws, including any amendments thereto, which shall include all liabilities

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of the Provident Fund Act, ESI Act, Workmen's Compensation Act, Minimum Wages Act and Other Labor Welfare Act, etc. in respect of its personnel.

- i) The Bidder shall indemnify IRCTC against any loss, damage or liabilities arising as a result of any action of omission or commission on Bidder part or on part of Bidder personnel or in respect of non-observance of any statutory requirement or legal requirement/dues of any nature.

### 6.4 Taxes and other statutory dues

- a) The Advance Technical Integration Bonus and Commission payable under this contract will be exclusive of applicable national, state or local sales or use taxes or value added tax or service tax or goods and services tax ('Taxes') that IRCTC is legally obligated to charge under the applicable legislation. If at any time the credit for Taxes is denied to IRCTC or payment of Taxes is sought from the bidder due to, but not limited to, issuance of a deficient invoice, or default in payment of Taxes or non-compliance of applicable laws.
- b) The bidder(s) shall pay the applicable service tax/GST to IRCTC which IRCTC shall pay to Government of India. If at any time the credit for Taxes is denied to IRCTC or payment of Taxes is sought from bidder(s) due to IRCTC, but not limited to deficient TDS certificate, or default in payment of TDS or non-compliance of applicable laws and regulations by bidder.
- c) Bidder(s) may deduct or withhold any taxes that bidder(s) may be legally obligated to deduct or withhold from any amounts payable to IRCTC under this contract, and payment to IRCTC as reduced by such deductions or withholdings will constitute full payment and settlement to IRCTC of amounts payable under this contract.
- d) Any further additional state/central government indirect tax levy that may come in future will also be paid by Bidder. If at any time the credit for Taxes is denied to IRCTC or payment of Taxes is sought from IRCTC due to deficient TDS certificate, or default in payment of TDS or non-compliance of applicable laws and regulations by Bidder; Bidder shall indemnify IRCTC against any denied credits or Taxes recovered as well as any interest and penalties imposed on IRCTC.
- e) IRCTC may raise a valid tax invoice under applicable law(s) and regulations within the prescribed time limit. IRCTC may charge and Bidder will pay any applicable Taxes, provided that such Taxes are stated separately on the valid tax invoice that IRCTC provides to Bidder.
- f) Throughout the Tenure of this contract, Bidder/IRCTC will provide IRCTC/Bidder with any forms, documents, or certifications, including Permanent Account Number/TAN as may be required for bidder(s) to satisfy any information reporting or withholding tax obligations with respect to any payments under this contract.

### 6.5 Non-Disclosure Agreement:

Bidder(s) should maintain the confidentiality & security of the data and should also provide consent and execute the Non-Disclosure Agreement (NDA) provided by IRCTC, consequent to the award of the contract.

## E-TENDER TO PROVIDE GDS/IATA AIRLINES SERVICES FOR IRCTC

### 6.6 Termination of Contract:

- a) IRCTC reserves the right to terminate this contract by giving a 3 months' notice to the Bidder; and in the aforesaid event, IRCTC will be liable to return after recovering the dues, if any the PSD and the residual quoted price calculated on a pro-rata basis.
- b) The Bidder with the approval of IRCTC can withdraw from this contract by giving 3 months' notice to IRCTC with suitable reasons and in the aforesaid event; IRCTC will not be liable to return the PSD.
- c) In the event of default, IRCTC may issue a notice of 30 days to remedy or make good such breach. In spite of such notice in writing, if Bidder fails to remedy the breach within 30 days, it shall be lawful for the IRCTC to terminate the contract with forfeiture of PSD. The Bidder should be debarred from participating in Tenders floated by IRCTC during the whole 1 year. The decision of IRCTC shall be final and binding on the bidder.
- d) IRCTC shall be entitled to terminate the contract forthwith without any notice in case of serious and repeated defaults.
- e) Any of the following events shall constitute an Event of Default by the bidder:
  - i. Inordinate delay in fixing acknowledged errors in the website, apps, etc.
  - ii. Consistent problems on any type Technical or Operational.
  - iii. Repeated customer complaints.
  - iv. Non-resolution/repeated delays in resolution of the customer complaints.
  - v. Delayed of Refunds process for more than 5 days.
  - vi. Incorrect commercial statements.
  - vii. Delay in payment, commission or any other payment to IRCTC.
  - viii. Wrong MIS reporting or wrong data in Dashboard.
  - ix. Usage of IRCTC data for any other commercial usage other than servicing the booking.
  - x. Unable to provide any of the services / features as described in the section 5 for SCOPE OF WORK.
  - xi. The Bidder or, if a firm, any partner in the Bidder 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.
  - xii. The bidder has unlawfully repudiated or has otherwise expressed an intention not to be bound by the terms and conditions of the tender document and/or award of contract.
  - xiii. The Bidder being convicted by a court of law under the provisions of criminal procedure code or any other law.
  - xiv. Any other act which is against the interest of IRCTC.
  - xv. Non-compliance of any of the clauses detailed in the Annexure titled "Service Quality".

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- xvi. Intentional delay in response to IRCTC Query/Complaints, etc.
- f) Bidder and IRCTC have agreed that upon expiry or termination of this project, both parties shall pay the other amounts due and payable at the date of termination. Payment shall be made within a maximum period of 45 days.

### 6.7 Settlement of Dispute/Arbitration

- a. In the event of any dispute arises between the parties or in connection with this agreement including the validity thereof; the parties hereto shall endeavor to settle such dispute amicably in the first instance, in accordance with the following matrix.
  - i. The authorized representatives of each party will discuss and attempt to resolve the dispute within a period of 30 days from the occurrence of the event.
  - ii. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the parties hereto after following the escalation matrix in the manner set forth above, gives a notice to this effect, to the other party in writing.
- b. Once the amicable dispute settlement process has failed, thereafter, such dispute shall be resolved in the matter set forth below:
  - i. In the case of any dispute, controversy or claim arising out of or relating to this agreement or any matter or issue arising there from which is unresolved by amicable settlement (Dispute); it shall be resolved in accordance with Arbitration and Conciliation Act, 1996. Such dispute shall be referred to the sole arbitrator to be mutually appointed by the parties as per the provisions of Arbitration and Conciliation Act, 1996.
  - ii. The award of the Arbitrator shall be final and binding on the parties to this agreement. The venue of the Arbitration shall be New Delhi. The fees and expenses of the sole arbitrator, and all other expenses of the arbitration shall be shared by the parties. The Arbitrator fee shall be Paid in accordance with schedule IV of the Arbitration & Conciliation Act 1996.

### 6.8 Corrupt Practices:

Bidder is expected to observe the highest standard of ethics during the execution of this contract. If Bidder has engaged in corrupt or fraudulent practices, in competing for or in executing the contract; IRCTC may, after given 15 days' notice to Bidder(s), terminate the contract. In pursuit of this project, IRCTC:

- a) Defines, for the purpose of this provision, the terms set forth below as follows:
  - 1. "corrupt practice" means the offering, giving, receiving or soliciting or anything of value to influence the action in the procurement process or in contract execution; and

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2. "Fraudulent practices" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of IRCTC.

### **6.9 Breach of Contract:**

Any breach of the terms & conditions by Bidder(s), or any one employed by him or acting on his behalf (whether with or without the knowledge of Bidder) or the committing of any offence by Bidder, or any one employed by him or acting on his behalf under Chapter IX of the Bharatiya Nyaya Sanhita, 1860 or the Prevention of Corruption Act, 1988 or any other act enacted for the prevention of corruption by public servants shall entitle IRCTC to cancel the contract and all or any other contracts with Bidder and to recover from Bidder the amount of any loss arising from such cancellation.

### **6.10 Intellectual Property:**

The IPR of each Party shall, at all times during the term of this project and thereafter, remain the sole and exclusive property of that respective Party. Either Party shall not use any IPR of the other Party without its prior written permission in relation to any communication/advertisement. Nothing contained in this project shall constitute an agreement to transfer or license or to grant IPR of either Party to the other Party.

### **6.11 Compliance of Laws:**

It is distinctly understood by the Bidder(s) that the employees engaged in this project will be deemed to be its employees, and Bidder shall be entirely responsible for compliances of all laws and rules governing employment of such employees. It shall also be the responsibility of Bidder(s) to comply with all laws including amendments thereto, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives, and order of any governmental authority including municipal authorities.

### **6.12 Assignment:**

Other than in the context of an internal restructuring or reorganization of Parties, neither party may assign any part of this project without the written consent of the other, any other attempt to transfer or assign is void.

### **6.13 No Agency:**

This project does not create an agency, partnership or joint venture between the parties.

### **6.14 Jurisdiction of Court:**

The Courts at New Delhi shall have the exclusive jurisdiction in the matter concerned to this agreement.

### **6.15 Force Majeure:**

In the event of any unforeseen events or conditions not reasonably within the control of affected party during the currency of agreement which includes but not limited to Fire,



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Flood, Typhoon, Earthquake, Explosions, War (declared or undeclared) Acts of Terrorism, Sabotage, Embargoes, Blockage, Acts of Government Authorities, Riots, pandemic or any other Cause beyond the control of the parties, the Bidder(s) shall, immediately from the commencement thereof notify the same in writing to IRCTC with reasonable evidence thereof. In that eventuality, the parties are not liable for any loss or damage to other party.

In the force majeure conditions as mentioned above, remain enforced for a period of 30 days of more; IRCTC will have option to terminate the Letter of Award. In case of such Termination, no damage shall be claimed by either party against the other.

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### 7. DOCUMENT CHECKLIST

All the documents listed here are to be uploaded/supplied for the pre-qualification of the bidder for technical evaluation.

S. No.	Item	To be filled by bidder (Document placed- page number in bid)	Reference for format/ content to be provided
1.	Offer Form -		Annexure – I
2.	Certificate of Incorporation/ Registration Certificate		
3.	Company PAN number and GST number		
4.	Acknowledgement of Income Tax return in respect of the company/firm for last year (i.e.. 2023-24)		
5.	Bidder's Information		Annexure – II
6.	Undertaking Certificate for Company Existence (No format is available).		Annexure – III
7.	Service Quality Assurance		Annexure – IV
8.	An undertaking in letter-head to provide dedicated support team.		Annexure – V
9.	Declaration by the Bidder's authorized signatory in the letter-head certifying that bidder is not blacklisted with any Government of India Agency/PSU.		Annexure – VI
10.	Integrity pact (Non judicial stamp paper worth of INR.100/-).		Annexure – VII
11.	Eligibility Documents		Annexure– VIII
12.	Commission per Segment for Different Airlines Segments		Annexure– IX
13.	Financial Bid		Annexure– X

- The Bidders are required to submit their completed Bids in all respects, & in terms of the instructions specified in the Tender Document along with all Annexures before the specified Bid Due date.
- Here, the undertaking refers to letterhead of the Bidder or indirectly through its parent entity, wherever applicable.

### 8. ANNEXURES

## E-TENDER TO PROVIDE GDS/IATA AIRLINES SERVICES FOR IRCTC

ANNEXURE – I

### OFFER FORM –

To,  
GGM/IT(1)  
Internet ticketing Centre, State entry Road,  
Indian Railway Catering and Tourism Corporation Limited,  
New Delhi-110055

**Ref: 2024/IRCTC/AIR-TICKETING/GDS**

Sir,

1. I/We hereby offer our bid for providing GDS/IATA Airlines inventory as per the criteria and instruction to bidders mentioned in the tender document and as per T&C as indicated in the Tender.
2. I/We agree to keep our offer valid for 120 days from the date of opening of the bid; and shall be bound by a communication of acceptance offer, notwithstanding that a formal contract may be signed at a later date.

I/We hereby understand that submission of offer/bids does guarantee award of the contract. I/We hereby understand that in case of any information submitted by me/us, being found to be incorrect, IRCTC will have right to summarily reject the bid without assigning any reasons whatsoever.

In case of acceptance of bid by IRCTC, I/We bind myself/ourselves to execute the contract agreement awarded to me/us as per the conditions of the tender failing which, I/we shall have no objection to the forfeiture of full security deposit, deposited by us in IRCTC, New Delhi.

IRCTC its officers are hereby authorized to conduct any inquiries or investigations or seek clarifications of verify any statements, documents and information submitted in connection with the bid.

I/We agree to keep our offer valid for 120 days from date of opening. I/We do hereby confirm that I/We have the necessary authority and approvals to submit the bid for the award for the contract for providing the System/API/Web Service to facilitate booking/cancellation/modification/reporting/Incentive Details/reconciliation of GDS/IATA Airlines to IRCTC.

Signature of the authorized signatory:  
Name & Designation of authorized signatory:  
Name of the Firm/Company (with seal):  
Address of the Firm:  
Mobile/Contact Details:  
Date:

**BIDDER'S INFORMATION**

<b>SN</b>	<b>Item</b>	<b>Details</b>
1.	Full name of bidder's Company/ Firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office.	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's Company/Organization as a whole, including contact numbers and email address.	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender.	
5.	Name, designation and full address of the person dealing with the e-tender to whom all reference shall be made regarding the tender enquiry/response/escalations. His/her telephone, mobile, fax and email address.	

Signature of the authorized signatory:

Name & Designation of authorized signatory:

Name of the Firm/Company (with seal):

Address of the Firm:

Mobile/Contact Details:

Date:

**UNDERTAKING CERTIFICATE FOR COMPANY EXISTENCE**

**(Self-Attested Certificate of Incorporation required)**

Signature of the authorized signatory:  
Name & Designation of authorized signatory:  
Name of the Firm/Company (with seal):  
Office Address of the Firm:  
Mobile/Contact Details:  
Date:

**SERVICE QUALITY ASSURANCE**

(On the firm/ company/ organization's letter head)

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Inventory/Booking Related	<p>The Bidder fulfillment team shall offer the following remedies to IRCTC Customers where :</p> <ol style="list-style-type: none"> <li>1. Ticket booked by the IRCTC customer is not honored by airline.</li> <li>2. Full refund and compensation (if applicable) and/or alternate arrangement without extra charges in case of the flight cancellation/ Ticket cancellation by airline.</li> <li>3. To inform to IRCTC about any changes in tickets, fare rules, flights (Postpone/Prepone/Cancellation) well in advance and preferably through Automated System.</li> <li>4. To resolve the issues to an amicable solution to the satisfaction of IRCTC customers arising out of any information provided through GDS which is found wrong /partial/missing in later stage.</li> <li>5. Online Booking, Online Cancellation, Online rescheduling, Online Seat and ancillary booking and other Services over APIs.</li> </ol>
Connector Downtime	<ol style="list-style-type: none"> <li>1. Bidder shall inform IRCTC of its planned downtime by giving them a written notice of 02 working days. The total amount of downtime shall not exceed 1% a month (the bidder shall ensure minimum 99% uptime)</li> <li>2. In case of unplanned downtimes beyond the control of the Bidder shall on a reasonable endeavor basis resolve the same with highest priority.</li> </ol>
Pricing and availability	<ol style="list-style-type: none"> <li>1. Bidder shall ensure that all the GDS/IATA airlines are made available with the cheapest fare available publicly (or at least not costlier than the direct Airline prices) to IRCTC at all times.</li> <li>2. All the flights/Flights combination to be available of all the GDS/IATA Airlines for both domestic and International airlines.</li> </ol>
Reports and Incentives	<ol style="list-style-type: none"> <li>1. Bidder will provide the complete details of all the Tickets Nos. with calculations of the incentive given on each ticket nos on monthly basis.</li> <li>2. Incentive report should be given in every month.</li> <li>3. Segment commission to be paid to IRCTC along with monthly report.</li> </ol>
Technical & Customer care	<ol style="list-style-type: none"> <li>1. Any Issues faced by the technical and Operation Team regarding the API/Webservices integration or any other Operation Issues will be</li> <li>2. Any issues faced by the technical team regarding the API/Webservices integration (System process or technology) to be resolved on top priority.</li> <li>3. Any issues raised out of non working/installation/non installation of terminal system and report system to be resolved on top priority.</li> <li>4. Any issue related to booking /cancellation/Modification/refunds of tickets or System/process understanding or training to be provided by the bidders whenever asked by IRCTC customer care staff.</li> </ol>
Service Level Agreement	<ol style="list-style-type: none"> <li>1. Bidder should provide the escalation level and resolution timelines for each type of Technical /Non-Technical service requests.</li> <li>2. Details of the All the employees of the company with Name and designation in the escalation Matrix provided as part of requirement above.</li> </ol>

## **E-TENDER TO PROVIDE GDS/IATA AIRLINES SERVICES FOR IRCTC**

This is to certify that the GDS Airline inventory provided by the above firm will provide and ensure the Service Quality Assurance mentioned above.

Signature of the authorized signatory:

Name & Designation of authorized signatory:

Name of the Firm/Company (with seal):

Office Address of the Firm:

Mobile/Contact Details:

Date:



**AN UNDERTAKING TO PROVIDE DEDICATED SUPPORT TEAM**

(On the firm/ company/ organization's letter head)

I ..... (name) ....., (Designation & Address) and authorized signatory for the management of ..... (Name & Address of the firm/ company/ organization)

**DO HEREBY SOLEMNLY AFFIRM AND DECLARE AS UNDER:**

That the aforesaid Company/ Establishment (s) is having following Customer Support Offices supporting PAN India region to provide a dedicated support team to handle technical and non-technical and customer service issues.

S. No.	Support Office	Address	Contact Head	Mobile/ Contact Details	Staff Strength

Enclosure (If Any):

Signature of the authorized signatory:  
Name & Designation of authorized signatory:  
Name of the Firm/Company (with seal):  
Office Address of the Firm:  
Mobile/Contact Details:  
Date:

**AN UNDERTAKING BY THE BIDDER'S AUTHORIZED SIGNATORY CERTIFYING THAT BIDDER IS  
NOT BLACKLISTED WITH ANY GOVERNMENT OF INDIA AGENCY/PSU**

(On the firm/ company/ organization's letter head)

I ..... (name) ....., (Designation & Address) and  
authorized signatory for the management of .....  
(Name & Address of the firm/ company/ organization)

**DO HEREBY SOLEMNLY AFFIRM AND DECLARE AS UNDER:**

1. We are not Blacklisted/Suspended/Debarred by any Government Departments/Institutions.
2. In competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

**Enclosure (If Any):**

Signature of the authorized signatory:  
Name & Designation of authorized signatory:  
Name of the Firm/Company (with seal):  
Office Address of the Firm:  
Mobile/Contact Details:  
Date:

### Integrity Pact

This Pre-bid Contract agreement (hereinafter called the integrity Pact) is made on \_\_\_\_\_ Day of \_\_\_\_\_, 2024 between India Railway Catering & Tourism Corporation Limited (hereinafter referred to 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/ Oracle” 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 \_\_\_\_\_ The IRCTC values full compliance with all relevant laws off the land, rules, and regulations. Economic use of resources and 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 off 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, or take a promise to accept, for self or third person, any material of immaterial benefit with the person is not legally entitled to.
  - (b) The IRCTC will during the tender process treat all bidder(s) with equity and reason. The IRCTC will in particular, before and during the tender process, provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The IRCTC will exclude from the process all alone prejudice persons.
- (ii) If the IRCTC obtains information on the conduct of any off its employees which is a criminal offense under the IPC/ PC act, or if there be a substantive suspicion in this regard, the IRCTC will inform the Chief Vigilance officer and in addition can initiate disciplinary actions.

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### **Section 2 – Commitments off the bidder(s)/Contractor(s)**

- 1) The Bidder(s)/contractor(s) commit themselves to take all measures to prevent corruption. The Bidder(s)/contractor(s) commit themselves to observe the following principles during participation in the tender process enduring the contract execution.
  - (a) The Bidder(s)/contractor(s) will not, directly or through any other person or firm, offer, promise, or give to any of them IRCTC's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he\She is not legally entitled to, in order to obtain in exchange any advantage off any kind whatsoever during tender process or during the execution of contract.
  - (b) The Bidder(s)/contractor(s) will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submissions of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s)/contractor(s) will not commit any offence under the relevant IPC/ PC act, further the Bidder(s)/contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or document provided by the IRCTC as part of the business relationship, regarding plans, technical proposals end 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 India, if any. Similarly, The Bidder(s)/contractor(s) of Indian nationality shell furnish the name and address of the foreign IRCTC's if any. Further details as mentioned in the "Guidelines on Indian agent or 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 intent to make two agents, brokers or any other intermediaries in connection with the award of the contract
  - (f) **Bidder(s) contractor(s) who have signed the integral integrity pact shall not approach the courts while representing the matter to IEM's and shall wait for their decision in this matter.**

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- (g) In Case of a Joint Venture, all the partners of the Joint venture should sign the Integrity Pact. In case of sub-contracting, the principle contactor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor. It is to be ensured that all the sub-contractors also sign the IP.

- (2) The Bidder(s)/contractor(s) will not instigate third persons who commit offences outlined above or an accessory to such offences.

### **Section 3 – Disqualifications from the tender process and exclusion from future contracts**

If bidder(s) contractor(s) before award or during execution has committed a transgression through a violation all 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 bidders(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.[SS1]
- (2) IRCTC is entitled to terminate contract according to Section 3, the IRCTC shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Security Deposit (PSD) [SS2]

### **Section 5- Previous Transgression**

- (1) The bidder declared that no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any public sector enterprises in India that could justify his exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in the “guidelines on banning of business dealings”.

### **Section 6 –Equal treatment of all bidders/contractors/Subcontractors**

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

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### **Section 7- Criminal charges against by violating bidder(s)/Contractor(s)/Subcontractor(s)**

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

### **Section 8 – Independent external monitor**

- (1) The IRCTC appoints competent and credible independent external monitor for this pact after approval by Central Vigilance Commission. The task of the monitor to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The IRCTC has appointed independent monitors (herein after referred to as monitors) for this pact in consultation with central vigilance Commission.
  - a) Shri Apurva Varma, IAS(Red.) as IEM/IRCTC E-mail: - [apurvavarmal@gmail.com](mailto:apurvavarmal@gmail.com)
  - b) Shri Bharat Prasad Singh. IfoS (Red.) as IEM/IRCTC E-mail: - [bps.arunabh@gmail.com](mailto:bps.arunabh@gmail.com)
- (3) The Monitor is not subject to instructions by the representatives of the parties and performs His/Her functions neutrally and independently. The monitor would have access to all contract documents, whatever required. It will be obligatory for him/ her to treat the information and documents all the bidders/ contractors as confidential. He/She reports to the CMD IRCTC.
- (4) The Bidder(s)/contractor(s) accept that the monitor has the right to access without restriction to all project documentation of the IRCTC including that provided by the contractor. The contractor will also grant the monitor upon his/her request and demonstration of a valid interest, unrestricted the unconditional access to their project documentation. The same is applicable to sub-contractors.
- (5) The monitor is under contractual obligation to treat the information and documents of the bidder(s)/ contractor(s)/ subcontractor(s) with confidentiality. The monitor has also signed declaration on 'non-disclosure of confidential information' and of 'absence of conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, IRCTC and rescue himself/ herself from that case.
- (6) The IRCTC will provide to monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the IRCTC and the contractor. The parties offer to the monitor the option to participate in such meetings.
- (7) As soon as the monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the management of the IRCTC and request the management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding

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recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (8) The monitor will submit a written report to CMD, IRCTC within 8 to 10 weeks from the date of reference or intimation to him by the IRCTC and should the occasion arise, submit proposals for corrective problematic situations.
- (9) If the monitor has reported to the CMD IRCTC, a substantiated suspicion of an offence under relevant IPC/ PC act, and the CMD IRCTC has not, within the reasonable time taken visible action to proceed against such offense for reported it to the chief vigilance officer, the monitor may also transmit this information directly to the central vigilance commissioner.

- 1. The word 'monitor' would include both singular and plural.

### **Section 9- Pact Duration**

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

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

### **Section 10 other provisions**

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the registered office of the IRCTC, i.e., New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writings. Side agreements have not been made.
- (3) If the 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 to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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- (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.**

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(For & On Behalf of the IRCTC)

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(For & On Behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

Witness 2:



(Name & Address)



# E-TENDER TO PROVIDE GDS/IATA AIRLINES SERVICES FOR IRCTC

ANNEXURE –VIII

## Eligibility Documents (To be filled up by the Bidder online)

		<b>Indian Railway Catering and Tourism Corporation Ltd.</b>				
<h3 style="text-align: center;"><u>Eligibility Documents</u></h3>						
Tender No.		Tender No. 2024/IRCTC/AIR-TICKETING/GDS				
Description		Tender for Providing the GDS/IATA Airlines inventory.				
Name of Bidder						
S. No.	Item	To be filled by bidder (Document placed-page number in bid)	Reference for format/ content to be provided	Submitted (Yes/No)	Remarks	
General Information						
1.	Offer Form		Annexure – I			
2.	Certificate of Incorporation/ Registration Certificate					
3.	Company PAN number and GST number					
4.	Acknowledgement of Income Tax return in respect of the company/firm for last year (i.e. {2023-24})					
5.	Bidder's Information		Annexure – II			
6.	Undertaking Certificate for Company Existence (No format is available).		Annexure – III			
7.	Service Quality Assurance		Annexure – IV			
8.	An undertaking in letter- head to provide dedicated support team.		Annexure – V			
9.	Declaration by the Bidder's authorized signatory in the letter-head certifying that bidder is not blacklisted with any Government of India Agency/PSU.		Annexure – VI			
10.	Integrity pact (Non judicial stamp paper worth of INR.100/-).		Annexure – VII			
11.	Commission per Segment for Different Airlines Segments		Annexure –IX			
<b>NOTE:</b>						
1	The Bidders are required to submit their digitally signed completed Bids in all respects, & in terms of the instructions specified in the Tender Document along with all Annexure before the specified Bid Due date.					
2	Here, the undertaking refers to letterhead of the Bidder directly or of its or indirectly through its parent entity, wherever applicable.					

Signature of the authorized signatory:  
 Name & Designation of authorized signatory:  
 Name of the Firm/Company (with seal):  
 Office Address of the Firm:  
 Mobile/Contact Details:  
 Date:

**Commission per Segment for Different Airlines Segments**

S.N.	Airline	Weightage	Commission per Segments in INR
1	AirIndia(with Air Vistara merged) Domestic(AID)	92%	INR {AID}
2	Other International(OI)	6%	INR {OI}
3	Air India International(with Air Vistara merged) (All)	2%	INR {All}
4	Average Commission per Segment		Average Commission per Segment ((AID*92/100)+ (All*2/100)+(OI*6/100)) ={ ----- }

Average Commission per segment to be paid is { ----- }.

- \*AID—(Commission per segment for AIR India(with Air Vistara merged) Domestic) ,
- \*All —(Commission per segment for AIR India(with Air Vistara merged) International)
- \*OI —(Commission per segment for Other International Airlines)

- \* Bidders need to quote their commission rate per segment as per the table Above and should be exclusive of GST(GST to be paid extra).
- \*\* Average commission per segment will be calculated based on the weightage of Commission on each type of Airlines as per S.N. 4 in the table above.
- \*\*\* Average commission per segment will be used for deciding the Highest bidder and winner of the Bid.
- \*\*\*\*Advance Technical Integration bonus of INR 1,50,00,000 (INR One Crore Fifty Lacs) + GST in addition to the Commission bid is also Payable.

Signature of the authorized signatory:  
Name & Designation of authorized signatory:  
Name of the Firm/Company (with seal):  
Office Address of the Firm:  
Mobile/Contact Details:  
Date:

**Financial Bid**

(To be filled up by the Bidder online)

<b>FINANCIAL BID</b>			
<b>Tender No.</b>		Tender No.2024/IRCTC/AIR-TICKETING/GDS	
<b>Description of Work</b>		<b>Tender for Providing the GDS/IATA Airlines Services to IRCTC</b>	
<b>Name of Bidder</b>			
		Amount Quoted in Figures (In INR.) (Excluding GST)	Amount Quoted in words (In INR.) (Excluding GST)
1	Average per segment Booking Commission in INR		
<b>Note:</b>			
1	In case of discrepancy in the amount quoted in figure and words, the amount quoted in words will be taken into consideration.		
2	GST at applicable rates will also be charged over and above per Segment commission		
3	The Advance Technical integration bonus of INR 1,50,00,000(Rupees One Crore Fifty Lacs Only) + GST is also payable in addition to the quoted per segment commission for each airline segment in the table above.		
4	Details of the individual Airline commission per Segment considered in calculation of Average Commission per Segment as per Format in Annexure IX.		