IRCTC

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

e-Open Tender for selection of Managed Service Provider for Online & Offline Ticketing Services of Passenger Ships for Lakshadweep

S.No.	Particulars	Details
1	Tender Number	e:29412/IRCTC/ITC/IT(TP)/14/2023/IT/ITC dated 12.03.2025
2	Type of Tender	Open Tender
3	Validity of Contract	10 Years
4	EMD	Rs.2,00,000/- (Rupees Two Lakhs only). To be paid through Tenderwizard.
5	Date of Pre-bid Meeting (through VC)	24.03.2025 at 1200 Hrs. Online link for Pre-bid meeting will be uploaded on www.irctc.com/activetenders
6	Last Date and Time for Submission of Bid	Latest by 07.04.2025 at 15:00 Hrs.
7	Date and Time for Opening of Technical Bid	On 07.04.2025 at 15:30 Hrs
8	Address for correspondence	Group General Manager/Services, IRCTC Ltd., 3rd Floor, Tower-D, World Trade Center, Nauroji Nagar, New Delhi – 110029

- This Notice Inviting E-Tender is also available at CPPP & www.irctc.com .

- Micro & Small Enterprise registered with NSIC or other bodies & Start-ups registered with DIPP are exempted from submission of EMD as per Public Procurement Policy order 2012 subject to submission of valid certificate as approved by the concerned Department/Ministry.

- Corrigendum/Addendum to this Tender, if any, will be published on websites www.irctc.com, www.tenderwizard.com/IRCTC only, Newspaper/press advertisement shall not be issued for the same.

- IRCTC reserves the right to reject any or all the tenders without assigning any reason thereof.

Disclaimer

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

This Tender document is not an agreement and is not an offer or invitation by IRCTC to any parties other than the applicants who are qualified to submit the bids ("bidders"). The purpose of this tender is to provide the bidder(s) with information to assist the formulation of their proposals. This tender does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and where necessary obtain independent advice. IRCTC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. IRCTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.

GENERAL INSTRUCTIONS FOR BIDDERS TO PARTICIAPTE IN THE e-TENDER

a) This E-Tender Document can only be viewed at http://www.irctc.com and https://www.tenderwizard.com/IRCTC, and will be **submitted/received online at** https://www.tenderwizard.com/IRCTC only. No Physical offer will be received.

b) To participate in the E-Tender, it is mandatory for the bidders to register themselves with M/s ITI Ltd. without any payment on the website https://www.tenderwizard.com/IRCTC. It may be noted that **Class-III Digital Signature is required for submission of the bid**. A detailed procedure for bidding is placed at https://www.tenderwizard.com/IRCTC.

c) Corrigendum/Addendum to this tender, if any, shall be published on website www.irctc.com and www.tenderwizard.com/IRCTC. No Newspaper/press advertisements shall be issued for the same.

d) The bidder should upload complete set of all required documents as mentioned in this tender document.

e) For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/IRCTC,please contact helpdesk no. 011-49424365, 8800115628/08076206940.

f) The digital signature of the bidder on the E- tender form shall be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. If nay clarification is required by the bidder, the same should be obtained by the time of Pre-bid meeting.

g) The intending bidders are advised to study e-tender conditions of the tender and make themselves conversant with their contents as these govern this agreement and shall form integral party thereof.

h) Bidder should take the overall project into consideration while preparing their offers against this Tender.

i) Validity of Bid (180 days from the last date of submission of bids).

j) **This tender is a "No Deviation Bid"**

k) **Bids received from a consortium of bidders will be summarily rejected.   Consortium bidding is not allowed for this procurement.**

Contents

BID DOCUMENT PART-I (SCC)
SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

1. ABOUT IRCTC

Indian Railway Catering and Tourism Corporation Ltd. has been set up by the Ministry of Railways (Railway Board) to professionalize and upgrade railways services with PPP (Public-Private Participation). IRCTC with the assistance of Centre for Railway Information Systems have launched On-line ticketing facility www.irctc.co.in . This is a very prestigious project which was started by the Railway Ministry in order to fulfil the latent demand of Railway customers, boost the country's tourism and to promote our culture. IRCTC has led the category of travel e commerce and has achieved a tremendous growth in e-ticketing since inception with an increase from 27 tickets to 15.8 lakhs tickets per day.

Indian Railway Catering and Tourism Corporation Ltd. (IRCTC) is a "Navratna" Central Public Sector Enterprise under Ministry of Railways, Government of India. IRCTC was incorporated on 27th September, 1999 as an extended arm of the Indian Railways to upgrade, professionalize and manage the catering and hospitality services at stations, on trains and other locations and to promote domestic and international tourism through development of budget hotels, special tour packages, information & commercial publicity and global reservation systems. IRCTC has played a pivotal role not just in the travel domain but also in the larger ecommerce landscape of the country. It has pioneered internet ticketing of reserved railway ticketing constituting more than 83% of the ticketing with a gross booking value of more than 60000 Cr. Combining with other modes of ticketing including bus, air, hotel, railway retiring rooms, packages, special trains, niche products like luxury trains of Maharaja and deluxe trains such as Buddhist trains etc., IRCTC has been contributing the largest gross booking value across all online ticketing systems in the country.

2. ABOUT LAKSHADWEEP & UNION TERRITORY OF LAKSHADWEEP ADMINISTRATION (UTLA)

Lakshadweep is a group of islands lying scattered in the Arabian Sea. Being away and isolated, these remote islands were connected to the mainland with indigenous sailing vessels built by the islanders themselves. These vessels took months to reach the mainland. After Lakshadweep became directly governed by the Central government in 1956, efforts were made and a full-fledged Department of Ports was established under the Union Territory administration in 1980. The same was later renamed as the Department of Port, Shipping & Aviation, and is headquartered at Kavaratti. The Administration of Lakshadweep is the apex authority, followed by the Secretary (PSA). The Director (PSA) handles day-to-day affairs, with offices in Kavaratti and Kochi, and port units on all islands, including Beypore.

Shipping Services is the life-line of the islands being the prime and affordable means of transport connecting mainland and inter-island. The shipping fleet includes 5 All-weather Passenger-cum-Cargo Ships, 6 Fair-weather passenger High Speed Crafts, 4 General Cargo Barges, 2 Oil Barges, 2 LPG Cylinder/60T Packed POL in barrels Carrier and 2 Bollard Tugs.

Air service is provided by flights operated to Agatti Airport, the only Airport in Lakshadweep. At present Alliance Air and Indigo are operating flights between Kochi and Agatti on daily basis. Also, flights are operated from Goa to Agatti by Indigo and Fly91 on daily basis. Additionally, Pawan Hans Helicopters operates 3 Nos. Dauphin N helicopters for medical and emergency services.

3. VISION AND MISSION

Vision:

To develop a state-of-the-art, user-centric, and scalable digital ticketing solution that enhances the travel experience for passengers, promotes operational efficiency, and supports the long-term transportation goals of UTLA.

Mission:

To create a seamless, secure, and sustainable platform that integrates online and offline ticketing, QR-code-based ticket checking, MIS reporting, and future scalability for helicopter, cargo booking and other modules as per requirement of UTLA.

4. OBJECTIVE OF THE TENDER

The objective of this tender is to solicit bid offers from reputed vendors as Managed Service Provider for the development, hosting, and ongoing maintenance of an Integrated Ticketing System for the Lakshadweep Passenger Vessels managed by Department of Port, Shipping & Aviation under the Union Territory of Lakshadweep Administration. The system should enable seamless booking, ticket management, payment processing, etc. for customers while ensuring scalability, reliability, and security as per the Scope of Work detailed in this tender document. Additionally, the system must be user-friendly, efficient, and capable of integration of any new future proposals with the developed platform to provide a comprehensive solution for both customers and administrators.

This system should enhance the customer experience, streamline operational processes, and provide real-time data insights for decision-making. The successful bidder will be responsible for delivering a fully functional platform, as well as providing support and maintenance to ensure the system remains secure, up-to-date, and operational.

5. SCOPE OF WORK (SoW)

A. Scope of Work in Ticketing

1) **Ticketing for Ships Passengers:**
   - Ticketing application to be developed for facilitating advance ticket reservation from counters as well as on-line, accessible from anywhere.
   - Develop the Booking engine to support online and counter booking with scalability.
   - Admin Portal to be developed to enable UTLA officials for creation and updation of Ship Schedules, Passenger Fare, Inventory, Quota, and Fare Concessions as notified by IRCTC or UTLA from time to time, Cancellations, refunds, rescheduling etc. as per the specifications of the Corporation and tariff / notification guidelines and/ or terms and conditions defined by IRCTC or UTLA.
   - Multiple Payment options would be provided to users including Credit and Debit Cards, Net Banking, and UPI.
   - It should have support for UPI-first intent based payments flow, QR-based UPI payments, saved card feature for easy check out and refund initiation through API.
   - Tickets will be issued to Tourist & Permit Holders based on the quota defined by UTLA for General, EQ, Tatkal, Sports, Handicapped, Medical emergency etc. for Bunks & Cabin classes.
   - Ticket Printing as mandated by IRCTC or UTLA with QR/Bar code on e-Tickets.
   - Provision for 10-20% Wait Listing of Passengers.
   - Automatic conversion of unutilized quota tickets to open quota six hours prior to departure of ships from mainland port and half an hour prior in island ports. The time limit for conversion of unutilized quota tickets is subject to change during the course of the contract as per the requirements of IRCTC or UTLA.
   - Website / Ticketing App should provide search features for updated information on Ship schedules as updated by UTLA admin & Ticket Availability status.
   - Auto push notification, WhatsApp or SMS facility for vessel schedule update.
   - Issue and verification of boarding pass/ valid ticket QR code.
   - Centralized Secure Database & Bonafide Passenger Verification (Aadhar- based) capabilities

- Document Upload facility and securely store passport copies in case of foreigners traveling.
- Develop a ship scheduling and notification system of passenger for changes in schedule as per data inputs from UTLA.
- The selected bidder will enable smooth transition and migration from the legacy system to the new system being developed as part of the developmental effort.

2) Architecture:
- Application should be modular and hosted on a scalable public cloud.
- High availability and data backup capabilities.

3) Tatkal pricing:

The Tatkal scheme shall be extended to all voyages to facilitate people travelling at short notice. 10% (or as specified) of tickets in each ship shall be reserved under the scheme. Tickets under Tatkal shall be released 3 days' advance with the applicable Tatkal charges.

4) Type of Quota: General, Port, Medical & Differently Abled, etc.

5) Island Ports: Kalpeni, Androth, Kavaratti, Agatti, Amini, Kadmath, Kiltan, Chetlath, Bitra & Minicoy.

B. System Development for Online Ticketing for Passenger

i. Platform features:
- Mobile-first design compatible with Android, iOS, and web platforms.
- Integration of journey planning and search functionality.
- Event-driven messaging and notification system for alerts through push notifications.

ii. Application Go Live Deliverables will include:
- Submit Infrastructure and Hosting related reports for the client.
- MIS reports for day to day and periodic activities, to be provided as per requirement and format provided by the Corporation & UTLA post Go Live.
- Support Tickets solution, to resolve individual ticket issue and system issues
- Successful bidder will provide adequate training to their appointed Counter staff for Passenger Ticketing. Also, training will be provided to the UTLA staff for Admin Panel and customer care operation by the Successful bidder.
- Regular fortnightly reports on progress status to be submitted till Go-live of all modules.
- The services for booking and cancellation of passenger ticket shall be available 24x7 basis including all Saturday, Sunday and Public Holidays.

C. Key Deliverables

1. Fully functional online and offline ticketing platform with:
   o Admin dashboard for ship schedules, fares, and inventory management.
   o QR-code-based ticket issuance and validation system.
   o Integrated ship scheduling and tracking system.
2. Mobile applications for Android and iOS platforms.
3. Integrated payment gateway with UPI-first, netbanking and credit/debit cards.
4. MIS reporting module.
5. High availability.
6. Help desk service for technical issue redressal for IRCTC.
7. Training programs for UTLA and counter staff.
8. CRM module for managing customer relationships and support activities by UTLA officials.

D. Counter Details

The list of the counters available as on date is as follows:

S.No.	Name of the Island	No. of Counter
1	Kochi	03
2	Beypore	02

3	Mangalore	01
4	Kavaratti	02
5	Agatti	02
6	Androth	01
7	Kalpeni	01
8	Minicoy	01
9	Amini	01
10	Kadmath	01
11	Kiltan	01
12	Chetlath	01
13	Bitra	01

Following shall be the major requirements for Cloud Services for this project-

E. Deployment Model

The applications and workloads shall be hosted in 'Virtual Private Cloud (VPC)' deployment model.

i) IPv4 (& above) Ready

The MSP shall ensure and certify that all the applications and services deployed and hosted by the Managed Service Provider in the cloud are IPv4 (& above) Ready from day one.

ii) Network Services

Following Network Services shall be provided by the CSP as part of its Cloud Services-

- **Virtual Network:**

    This service is required to logically segregate the computing resources, such as virtual machines, databases, etc., within a CSP's cloud environment.

- **Load Balancer:**

    Application Load Balancer: This service is required to distribute the traffic across many computing resources within the same site to increase the responsiveness and availability of applications.

- **VPN Gateway**

    o VPN Gateway – Site to Site Connection: This service is required to establish secure site to site connectivity between the subnets in CSP's environment and IRCTC's on-premises IT infrastructure. It may also be used to provide site to site connectivity two different subnets within the CSP's Cloud environment.

    o VPN Gateway – Point to Site Connection: This service is required to establish a secure point to site connection between an individual client computer and a subnet in CSP's environment.

- **Firewall**

    This service is required used to monitor and control the incoming and outgoing traffic of a subnet by configuring some rules.

- **Network Intrusion Prevention System (NIPS)**

    This service is required to protect IRCTC applications and infrastructure resources from intrusion and cyber-attacks. This may be provided as part of Firewall services.

- **Public IP**

    This service is required to assign Public IP(s) to resources within a subnet in the Cloud environment. CSPs are required to provide IPv4 or above support without any extra cost.

- **Cloud-based Secure DNS Services**

These services are required to host and publish the DNS Zones for IRCTC website domains. The DNS Services should be able to provide 99.5% available SLA, security from DNS attacks like Cache poisoning etc, as well as protection from DDoS attacks on DNS. These services may be provided by CSP or any 3rd-party.

- **NTP Synchronization (CERT-In directions 28.04.2022)**

  It shall be ensured that the system clocks of all the VMs/workloads hosted in Cloud for of IRCTC are synchronized with the Network Time Protocol (NTP) servers in compliance with **CERT-In's Directions dt. 28.04.2022**.

iii) Security Services
Following network services shall be required by IRCTC as part of cloud Services –

- **Anti-Malware**

  This solution is required on all operating system (both Windows and Non-Windows) hosted in cloud to protect them from malware attacks.

- **Data Encryption Services**

  It is required to keep all data encrypted at rest all the time in the cloud. For this, the data encryption services are required from CSP/3rd party.

- **Encryption Key Management**

  This service is required to create, manage and control encryption keys. Managed Service Provider shall examine and suggest which of the following will be best-fit solution for IRCTC based on its requirements
  - Cloud Based Hardware Security Module (HSM). If yes, the HSM must comply with FIPS 140-2 Level 3 requirements.
  - HSM Solution as a Service in the Cloud.

- **TLS/SSL Certificate Management**

  This service is required to request (create), manage, and deploy public and private SSL/TLS certificates in CSP's cloud environment. This service should free IRCTC from the cumbersome process of buying, uploading, and renewing SSL/TLS certificates.

- **Identity and Access Management**

  This service is required to authenticate and authorize users and computing resources within cloud by assigning and enforcing security policies.

- **Authentication**

  OTP based authentication service is required to protect the cloud resources (applications, data and workloads) of IRCTC by providing an extra layer of security that requires not only a username and password but also other information that user of the service has. The service must provide capability to integrate with LDAP or other directory services.

iv) Advance Network and Security Services
Following Network & Security Services shall be provided by **a single service provider (either CSP or 3rd-party)** as these services may need SSL inspection of the application traffic of IRCTC

- **Web Application Firewalls (WAFaaS) as a Service:**

  This service is required to create rules to protect IRCTC web applications from unwanted web traffic, hacks, brute force attacks, cross-site scripting, SQL injection, and other common exploits. The WAF must also provide protection against the OWASP Top-10 risks.

- **Content Delivery Network (CDN) Services:**

  CDN services are required to securely deliver audio, video, images, data, application, etc., quickly by using the servers closest to each user. CDN reduces load time and saves bandwidth.

- **Distributed Denial of Services Protection Services:**

  This service is required to protect various resources, including Internet bandwidth, applications resources as well as infrastructure resources like firewall, load balancer etc., within the Cloud environment of CSP against malicious attempt to disrupt normal traffic of a target, service or

network by overwhelming the target or its surrounding infrastructure with a flood of internet traffic.

- **Bot Detection and Protection Services**

v) Support Services from CSP
Following support services are required from the CSP -
- 24x7 access to email, chat and phone support to notify and register the incidents
- 24x7 support for general guidance
- Response to be made available within 1 hour for any kind of service / system outage.

vi) Monitoring Services

- **Log Management & Monitoring**

    It shall be ensured that the all VMs, workloads, security and network services hosted in Cloud or provided by 3rd-parties for IRCTC generate logs (system, access logs etc.) in compliance with CERT-In's Directions dt. 28.04.2022. All such logs shall be maintained by the CSP/Managed Service Provider for a retention period of at least 180 days and as per PCIDSS requirements whichever is longer. For this, logs of last 3 months may be stored on-line and rest of the logs may be archived and made available as and when required.

- **Log Analysis**

    In the event of any incident, the RCA is to be provided by the Service Provider and the concerned logs are to be shared as per need raised by IRCTC.

- **Operational Metric Collection**

    This service may be used to collect the operational metrics such as CPU utilization, memory utilization, etc., defined by the CSP. The service also allows IRCTC to create their own custom metrics.

- **Alarm Services**

    This service may be used to set threshold value for built-in (provided by CSP) and custom (defined by IRCTC) metrics. Once the threshold is reached, an alarm/alert will be triggered and necessary actions may be taken.

- **Notification Services**
    - SMS/WhatsApp/push notification Service: This service may be used to send notifications to the target recipient when an alarm / alert is triggered, and the corresponding notification is configured.

vii) Managed Services

- **Backup as a Service**

    This service is required to back up virtual machines, storage volumes, file systems and databases within the CSP's own Cloud environment.

    Following activities shall be included under this service: monitoring, reporting, notifications/alerts & incident management, backup storage, scheduling & retention, restoration, backup data protection, etc.

    The backup service should support granular recovery of virtual machines, database servers, Active Directory including AD objects, etc. IRCTC should be able to recover individual files, complete folders, entire drive or complete system to source machine or any other machine available in network.

    The backup service must provide following capabilities.
    - Compression: Support compression of data at source before backup
    - Encryption: Support at least **128-bit** encryption at source
    - Alert: Support email notification on backup job's success / failure
    - File exclusion: Ability to exclude specific files, folders or file extensions from backup

- o Deduplication: Provide deduplication capabilities

viii) Compliance & Certification - Cloud Service Provider (CSP):

- The CSP selected for cloud hosting services shall be empanelled under Ministry of Electronics & Information Technologies (MeitY) at the time of submission of bid. The empanelled CSP must have been audited by STQC.
- The Managed Service Provider (Managed Service Provider) shall ensure that the underlying Cloud Managed Service Provider is adhering to all the terms and conditions specified in the MeitY's CSP Empanelment RFP at all times during the tenure of the IRCTC's project.
- The CSP shall be compliant for all the following security standards for its Cloud Services (both DC and DR site)-
  - o ISO 27001:2013 – Information security management systems requirements (Data Center and the Cloud Services should be certified for the ISO 27001 standard)
  - o ISO 20000:1 - Service Management system requirements (NOC and SOC offered for the Data Center and the managed services quality should be certified for ISO 20000:1)
  - o ISO 27017 - Code of practice for information security controls based on ISO/IEC 27002 for Cloud Services
  - o ISO 27018 - Code of practice for protection of Personally Identifiable Information (PII) in Public Clouds acting as PII processors
- The CSP shall support cloud services in all of the following Cloud Service Models-
  - o Infrastructure as a Service (IaaS),
  - o Platform as a Service (PaaS), and
  - o Software as a Service (SaaS)
- The Managed Service Provider shall ensure the sustenance of the above certificates and compliances applicable to the underlying CSPs during the entire duration of the project.
- The underlying CSP shall meet all terms and conditions of the Empanelment of Cloud Service Offerings of Cloud Managed Service Providers and shall continuously comply with the audit criteria defined by STQC.

ix) Cloud Hosting & Redundancy

1. **Hosting Region & Availability**
   - o The **ticketing system shall be hosted on a single-region cloud infrastructure** (AWS, Azure, or GCP) with **redundancy within the same region**.
   - o The **primary instance shall operate in an active state**, with a **secondary standby instance in a different availability zone** within the same region.
2. **Failover & Redundancy**
   - o The cloud provider must ensure **automatic failover between primary and secondary instances** in case of an outage.
   - o The system must support **auto-scaling** to handle peak traffic loads.
3. **Service Level Agreement (SLA)**
   - o **Uptime Guarantee:** The vendor must ensure **99.5% uptime** per month.
   - o **Recovery Time Objective (RTO):** Maximum **15 minutes** for failover activation.
   - o **Recovery Point Objective (RPO):** Maximum **5 minutes** for data synchronization.
   - o **Incident Response Time:** Critical incidents must be responded to **within 30 minutes** and resolved within **4 hours**.
4. **Data Backup & Retention**
   - o Daily backups of all **transactional, user, and configuration data**.
   - o **Retention Policy**: 90 days of backups, with **weekly full and daily incremental backups**.
   - o **Encryption**: All data stored using **AES-256 encryption**.
5. **Monitoring & Security**
   - o **24/7 system monitoring** with **real-time alerts**.
   - o **DDOS protection** and **Web Application Firewall (WAF)** implementation.
   - o **Access logs & audits** to be maintained as per **CERT-In guidelines**.

x) Privacy and Security Safeguards

- The Service Provider shall implement reasonable and appropriate measures to secure the IRCTC's data and content against accidental or unlawful loss, access or disclosure.
- If the data is classified as sensitive / confidential / restricted, the Managed Service Provider shall ensure that the data is encrypted as part of a standard security process for sensitive / confidential / restricted content or choose the right cryptographic algorithms evaluating security, performance, and compliance requirements specific to the IRCTC's application and may choose from multiple key management options approved by the IRCTC.
- The Managed Service Provider shall notify IRCTC promptly in the event of security incidents or intrusions, or requests from foreign governments/their agencies for access to the data, to enable the IRCTC to manage these events proactively.
- The Managed Service Provider shall not delete any data at the end of the Agreement/Contract (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of IRCTC. After the approval to delete the data is accorded by IRCTC, the Managed Service Provider shall ensure that all the storage blocks or multiple copies of data, if any, are unallocated or zeroed out so that it cannot be recovered. If due to some regulatory reasons, it is required to securely decommission data, IRCTC can implement data encryption at rest using IRCTC's managed keys, which are not stored in the Cloud. Then IRCTC may delete the key used to protect the decommissioned data, making it irrecoverable.
- The Managed Service Provider shall report to IRCTC, in writing, of information security breaches by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities or Confidential Information.

xi) Confidentiality

- The Managed Service Provider shall maintain confidentiality, integrity, availability and privacy of IRCTC data. The Managed Service Provider shall execute Non-Disclosure Agreement (NDA) with IRCTC with respect to this Project. Following information is excluded from the NDA.
  - information already available in the public domain;
  - information which has been developed independently by the Managed Service Provider;
  - information which has been received from a third party who had the right to disclose the aforesaid information;
  - Information which has been disclosed to the public pursuant to a court order.

xii) Location of Data

- The Managed Service Provider shall offer Cloud Services to IRCTC from a MeitY empanelled data centre of the underlying CSP which is located within India.
- The Managed Service Provider shall store all types of data (including but not limited to account & user access data, text, audio, video, image, software, machine image, and any computational results that IRCTC or any end user derives through their use of the Managed Service Provider's services) within the Indian Territory and as per the terms and conditions specified in the CSP's Empanelment tender; and shall not take out / allow to take out any kind of data outside of India unless it is explicitly approved by IRCTC.
- E-Discovery: Electronic discovery (e-Discovery) is the process of locating, preserving, collecting, processing, reviewing, and producing Electronically Stored Information (ESI) in the context of criminal cases, legal proceedings or investigation. The Managed Service Provider shall ensure that IRCTC/any other agency authorized by IRCTC is able to access and retrieve such data in the underlying CSP environment in a timely fashion.
- Law Enforcement Request: The Law Enforcement Agency, as mandated under any law of India for the time being in force, may seek access to information stored on Cloud as provided by the Managed Service Provider. The onus shall be on the Managed Service Provider to perform all due diligence before releasing any such information to any such Law Enforcement Agency of India

F. Help Desk Management

Help Desk Management to provide one point of contact IT support for the system will be in place and will be managed by IRCTC.

G. Comprehensive Scope of Work - Ship Ticketing System and Related Services

Development of Cloud Web Application with Mobile Application including:

1. **Backend Administration Tool**
    A. User Management
        i. Super Admin
        ii. Admin
        iii. Backoffice Users
        iv. Customers

    B. Role Management
        i. Right Assigned to each role
        ii. Role and User Mapping

    C. Create Transport Type- Ship
        i. Voyages
            a) Setting Routes & Trips
                ➢ Mainland port to Island Ports
                ➢ Island to Port
                ➢ Island to Island any connecting journey
            b) Assigning Frequency & Time Slots
            c) Halts & Night Stay Configuration
            d) Available Seats and Quota (Optional) - Shall override the master config.

    D. Ship Ticket Management
        i. Seats Quota Management (Allocations % or fixed seats) (to be updated by UTLA)
            a) General
            b) Tatkal
            c) Emergency
            d) Sports
            e) Handicapped
            f) Online/Offline
            g) Others as applicable, can be managed in masters configuration
            h) Administrative Staff/Police/Support or similar
        ii. Distribution of Seats
            a) General Sales
                ➢ Online, Offline
                ➢ Quota as above in Seat Management
            b) Tourist Package
                ➢ Fixed Allocation
                ➢ Inclusions and Pricing Details
            c) Option to switch based on sales and availability trends & Release of Unutilized tickets/quota, if allowed as per the settings.
            d) Release Quota Tickets, if non utilised at the time of Boarding
        iii. Ticket Release Plan
            a) Publish Calendar, as per the allocation
            b) Bucket-wise quota release based on the "number of days" to journey
            c) Seat Map
            d) Ancillary Add-on, if available to pre book.

  iv. Temporary alternation in the passenger capacity to cater to emergency situations.
   a) Add capacity
   b) Remove Capacity (Unsold)
  v. Ticket Fare
   a) Pricing based on the voyage, route, category, Inventory source,
   b) Pricing based on Nationality, Age, Gender
   c) Special Applicable Pricing
   d) Concessional Pricing & Tatkal Pricing.
   e) Taxation and GST Implications
  vi. Cancellation & Refund Policy
   a) Fares Rules and Cancellation policy
   b) % deduction
   c) Administrative Charges
  vii. Journey
   a) Mandatory issuance of Boarding Pass with "x" cut off time so that unutilized inventory can be sold to others in need.
   b) Boarding Point Changes/Amendments during the journey, basis the customer request
  viii. Deboarding Passengers
   a) Scan to de-board
   b) Security
  ix. Master Data
   a) Mainland Ports
   b) Island Ports
   c) Vessels/Ships inventory with Capacity information (total & type of inventory) with seat map
   d) Class of Travel
   e) Quota & associated configurations
  x. Payment Gateway Integration
   a) PG integration (2 PGs and rest based on Change Request)
   b) Activate/deactivate

2. Frontend - User Access | Customers/Traveller
 i. Booking Engine
  ➢ Booking Flow
   a) Search
   b) Availability
   c) Payment
   d) Booking
 ii. Customer/Passenger Access
  ➢ My Account - Register/Sign
   a) Register
  ➢ My Bookings
  ➢ Seat Selection (if possible)
  ➢ Cancellation
  ➢ Refund
 iii. Journey
  ➢ Issuance of Boarding pass
  ➢ Boarding Point Changes/Amendments during the journey - Request, subject to approval.
 iv. Reports
  ➢ Sales

- ➤ Cancellations
- ➤ Refunds
- ➤ Payment Collections
- ➤ Unsold Inventory

3. **Point of Sales**
   i. Offline Ticket Sales
   ii. Boarding Pass issuance
   iii. Check-in

4. **Counter/Boarding Point**
   i. Check-in Counter
      - ➤ Mobile App for scanning
      - ➤ Validation of the tickets

5. **Mobile App/Responsive**
   i. Search and Booking
   ii. Retrieval of Booking (My bookings)
   iii. Alerts and Notification

6. **SMS//WhatsApp Integration**
   i. Intimation and Confirmation at the time of booking, Modification, Cancellation & Refunds
   ii. Notifications and Alerts for other triggers
      a. Delays
      b. Port Changes
      c. Boarding Gate intimations
      d. Any new compliance/regulatory intimations
   iii. SMS & email Messaging - Trigger based on the events, i.e. Change in the booking, boarding departure or arrival or any other important announcement w.r.t to the trip.

H. Technical Specifications

1. **Data Architecture**:
   - o Centralized, secure, and scalable database design.
   - o Support for structured and unstructured data formats.
   - o Data backup and recovery mechanisms with a defined retention policy.

2. **Application Architecture**:
   - o Modular architecture for scalability and flexibility.
   - o API-first approach enabling seamless external API integrations and data exchanges.
   - o Indicative Modules:
     - ▪ User Management
     - ▪ Role-Based Access Control
     - ▪ Inventory Management
     - ▪ Pricing and Quota Configuration
     - ▪ Reporting and Analytics
     - ▪ Notification and Alert Management
     - ▪ Payment Processing
     - ▪ Scheduling and Tracking
     - ▪ Customer Relationship Management (CRM)

3. **Technology Stack**:

- o Use of modern development frameworks and languages (e.g., Python, Java, Node.js).
- o Mobile App Development: Flutter/React Native for cross-platform compatibility.
- o Frontend: React.js/Angular.js for responsive web applications.
- o Backend: Spring Boot/Django/Express.js.
- o Database: PostgreSQL/MySQL for transactional data, and MongoDB for unstructured data.
- o Cloud Hosting: AWS/GCP/Azure with CI/CD pipeline or container orchestration.
- o Security: OAuth2.0, JWT for authentication, and HTTPS for data transmission.

4. **Integration Capabilities**:

- o External API support for payment gateways, ship tracking systems, and third-party integrations.
- o Event-driven architecture for real-time notifications and alerts.

5. **DevOps and CI/CD**:

- o Continuous Integration and Deployment pipelines.
- o Automated testing and deployment processes.

I. Project Documentation

The selected bidder will provide detailed final system documentation for reference to IRCTC. The selected bidder shall prepare the final User Manuals incorporating details of all menus and functionality provided by the System. IRCTC expects the following (not limited to) in the form of product documents. In addition, the selected bidder will provide ongoing product information for reference purposes and to facilitate self-education for IRCTC Personnel. Key documents required are:

- Process documents consisting of granular details of each functional activity.
- Detailed Design document detailing technical architecture (application, network, APIs and security).
- Data Architecture, interface architecture and integration architecture. Appropriate load balancing and clustering techniques should be adopted by the selected bidder in the solution design for meeting the requirements of the tender.
- User manual including system instruction and use cases, running of a program to perform specific tasks in the system with sample reports, screen formats, details of menus & instructions on how to perform specific tasks in the system using screenshots etc.
- The selected bidder shall submit Functional & Technical Specifications document.
- The selected bidder shall prepare & submit the System Administration manual indicating the system settings for each module and system operational procedure manuals.
- Selected bidder shall ensure the provision of Toolkit/Troubleshoot guides and Learning Management system for every component of the Application.
- Any other documentation required for usage and maintenance of implemented solutions at each location like Technical Manual, Installation Guides etc.
- The selected bidder shall provide minimum three hard copies and soft copy on the above-mentioned manuals/documents.

6. INTELLECTUAL PROPERTY RIGHTS

- IRCTC shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have solely arisen out of or have been developed solely during execution of this Agreement, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Managed Service Provider solely during the performance of the Services. The Managed Service Provider undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to IRCTC and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of IRCTC.

- Further, the Managed Service Provider shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the Deliverables, applications, services, etc. provided by the Managed Service Provider under this Agreement shall be acquired in the name of IRCTC, prior to termination of this Agreement and which shall be assigned by IRCTC to the Managed Service Provider for the purpose of execution of any of its obligations under the terms of this Agreement. However, subsequent to the term of this Agreement, such approvals, etc., shall endure to the exclusive benefit of IRCTC.

- Pre-existing work: All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the Party that owned such rights immediately prior to the Effective Date. Subject to the foregoing, IRCTC will also have rights to use and copy all process, specifications, reports and other document drawings, manuals, and other documents provided by Managed Service Provider as part of the scope of work under this Agreement for the purpose of this Agreement on non-exclusive, non-transferable, perpetual, royalty-free license to use basis.

- Ownership of documents: The Purchaser shall own all documents provided by or originating from IRCTC and all documents produced by or from or for the Managed Service Provider in the course of performing the Services. Forthwith upon expiry or earlier termination of this Agreement and at any other time on demand by IRCTC, the Managed Service Provider shall deliver to IRCTC all documents provided by or originating from IRCTC and all documents produced by or from or for the Managed Service Provider in the course of performing the Services, unless otherwise directed in writing by IRCTC at no additional cost. The Managed Service Provider shall not, without the prior written consent of IRCTC store, copy, distribute or retain any such Documents.

7. TRANSITIONING

(i) The Managed Service Provider shall delete any data at the end of the agreement from the underlying CSP's Cloud environment (for a maximum of 90 days beyond the expiry of the Agreement) with the express approval of IRCTC. IRCTC shall pay to the Managed Service Provider the cost associated with retaining the data beyond 90 days. The associated cost shall be arrived at based on the cost figures indicated in the commercial quote submitted by the Managed Service Provider.

(ii) The underlying CSP shall be responsible for providing the tools for import / export of VMs, associated content, data, etc., and the Managed Service Provider, in consultation with IRCTC, shall be responsible for preparation of the Exit Management Plan and carrying out the exit management / transition related activities.

(iii) The Managed Service Provider shall provide IRCTC or its nominated agency with a recommended exit management plan ("Exit Management Plan") or transition plan indicating the nature and scope of the underlying CSP's transitioning services at the end of the tenure of the contract. The Exit Management Plan shall deal with the following aspects of the exit management in relation to the Agreement as a whole or the particular service of the Agreement:
   a. Transition of Managed Services
   b. Migration from the incumbent Cloud Service Provider's environment to the new environment.

(iv) The format of the data transmitted from the current CSP to the new environment identified by IRCTC should leverage standard data formats (e.g., OVF, etc.) whenever possible to ease and enhance portability. The format shall be finalized in consultation with IRCTC.

(v) The Managed Service Provider shall transition IRCTC's solution including retrieval of all data in the formats approved by IRCTC.

(vi) The Managed Service Provider shall ensure that all the documentation required by IRCTC for smooth transition (in addition to the documentation provided by the underlying Cloud Service

Provider) are kept up to date and all such documentation is handed over to IRCTC during regular intervals as well as during the exit management process.

(vii) The Managed Service Provider shall transfer the organizational structure developed during the term to support the delivery of the Exit Management Services. This will include:
a. Documented and updated functional organization charts, operating level agreements with third-party contractors, phone trees, contact lists, and standard operating procedures.
b. Physical and logical security processes and tools, including catalogues, badges, keys, documented ownership and access levels for all passwords, and instructions for use and operation of security controls

(viii) The Managed Service Provider shall carry out following key activities, including but not limited to, as part of the knowledge transfer:
a. Preparing documents to explain design and characteristics
b. Briefing sessions on processes and documenting processes
c. Sharing the logs, etc.
d. Briefing sessions on the managed services, the way these are deployed on Cloud and integrated
e. Briefing sessions on the offerings (IaaS/PaaS/SaaS) of the underlying Cloud Service Provider

(ix) The Managed Service Provider shall transfer know-how relating to operation and maintenance of the solution, software, Cloud Services, etc.

(x) The Managed Service Provider shall handover the complete and latest updated source code of the applications to IRCTC.

(xi) This clause will take effect at the end of the tenure or during closure of the contract at any other time.

8. EXIT CLAUSE

IRCTC reserves the right to terminate the agreement with the service provider with a notice period of 90 days in case of non-compliance, underperformance, or any breach of terms. Consequent to the Exit clause the transitioning clause shall come into effect.

9. DATA OWNERSHIP

All the data created as the part of the project shall be owned by IRCTC without any exceptions.

10. BACKUP

The Managed Service Provider shall configure, schedule and manage backups of all the data including but not limited to files, folders, images, system state, databases and enterprise applications as per the policy defined by IRCTC.

11. COMPLIANCE WITH IS SECURITY POLICY

The Managed Service Provider shall comply with the IRCTC's IT Policy & Information Security (IS) policy in key concern areas relevant to the Project, details of which will be shared with the finally selected Managed Service Provider. The Managed Service Provider should facilitate internal and third party security audit arranged by IRCTC and take corrective measures.

12. SECURITY INCIDENT REPORTING

Managed Service Provider shall ensure that all types of security incidents, listed out in CERT-In's Directions dt. 28.04.2022, including data breaches/leakage shall be reported to both CERT-In and IRCTC with-in six hours of such incident coming in notice of the Managed Service Provider.

13. APPLICATION SECURITY REQUIREMENTS

- Secure Software Development Life Cycle (S-SDLC) approach shall be followed and maintained for development and maintenance of IRCTC applications. S-SDLC standard to be followed shall be discussed and got approved by IRCTC at the beginning of application designing and development activities.

- Secure Coding Practices, such as OWASP Security Standard for Web and mobile applications, shall be established and followed for development and maintenance of IRCTC applications. The same shall be discussed and got approved by IRCTC at the beginning of application designing and development activities.

- 'Role-based Access Control' and 'Need-to-know' and 'Least-privileges' principles shall be followed while developing and maintaining the application so that users can access application functions and data as per their roles and privileges only.

- It shall be ensured that all applications are free from OWASP Top 10 vulnerabilities after development or changes in the applications and before moving the applications into production environment. For this, 3rd-party application security testing (DAST and SAST) tools/services shall be used by the developers. Explicit approval shall be obtained from IRCTC after security testing of the applications/patches and before moving them in production environment.

- Development frameworks used for applications shall be regularly updated with vendor supplied security patches and are free from all well-known vulnerabilities.

- Application development, testing/staging and production rollout of applications shall be performed in separate environments.

- Access control shall be in place to enforce the separation between the development/test environment and production environment.

- Segregation of duties shall be ensured between persons handling development/test environment and persons handling production environment.

- Production data shall not be used for testing or development purpose.

- Data flow diagrams (DFDs) shall be maintained, clearly depicting the complete and accurate flow of data (input, processing, creation, storage and output of data) throughout the application environment.

- Secure encryption and masking solution shall be implemented and followed to ensure the confidentiality and integrity of Confidential and Sensitive Personal Data, for example, passwords, PAN, Aadhaar number, Credit/Debit Card data etc.

- Application shall generate adequate logs for operations like access and modification of Confidential and Sensitive Personal Data.

- TLS/SSL Certificate shall be setup and server certificate in applications/servers have been tested against misconfigurations and weak protocols.

- All new application shall be tested and audited by a third-party CERT-In empanelled Information Security Audit Agency and a 'Safe-to-Host' Certificate issued by auditor shall be produced to IRCTC for approval, before the application is moved into production. The security audit shall include Vulnerability Assessment & Penetration Testing of applications along with underlying operating system, and Source Code audit of the application.

- Adequate security control shall be implemented to ensure the confidentiality, integrity and availability of application source code and associated items (e.g., designs and specifications etc.) in order to prevent any unauthorized access, modification and loss of application source code

- All third-party components, such as open-source code and libraries etc., used in the application shall be identified and ensured that Intellectual Property Rights (IPR) and licensing issues arising from their use are taken care of diligently.

- Ensure that the third-party or downloaded code are tested thoroughly for security flaws before use. If possible, ask third-party code provider for security testing certificate/report certifying that the code is free from any vulnerability and is safe for use.

- Ensure the following before releasing the application in production:
  - Underlying Operating systems, Server software and Database applications have been hardened as per IRCTC's 'System Configuration Hardening Policy'.
  - Development/test, and/or custom application accounts, user IDs and password have been removed from the applications/ database/ operating system.
  - Default application accounts/user-ids and change default passwords have been renamed/disabled in the application/database/operating system.
  - Security testing of the application has been conducted to ensure that application is free from application-level vulnerabilities.
  - All the security requirements as prescribed in this policy have been addressed.
  - Maintain an 'Application Release Checklist' for this purpose.

14. SECURITY AUDIT & COMPLIANCE REQUIREMENTS

Managed Service Provider shall ensure the compliance of following for the Project during the contract period-

- Compliance to CERT-In's Directions dt. 28.04.2022. For detailed information, refer **CERT-IN Notification No. 20(3)/2022-CERT-In dated 28.04.2022 on** *"Directions under sub-section (6) of section 70B of the Information Technology Act, 2000 relating to information security practices, procedure, prevention, response and reporting of cyber incidents for Safe & Trusted Internet"*

- Compliance to Information Security Policies of IRCTC

- Facilitate and comply with Comprehensive Information Security Audit of all IRCTC application and cloud workloads/services through CERT-In empanelled Information Security Audit Agencies.

- Compliance to User Privacy Laws and Rules as notified by Govt. of India.

15. CHANGE REQUEST

15.1. General Provisions

15.1.1. Any enhancements, modifications, or additional features beyond the agreed **Scope of Work (SoW)** shall be considered a **Change Request (CR)**.

15.1.2. Change Requests shall cover, but are not limited to:
- Functional enhancements to the **Passenger Ticketing System**.
- Inclusion of **Cargo Booking and Helicopter Ticketing**.
- Additional user-friendly features such as **real-time ship tracking, CRM integration, and AI-based support**.
- New third-party **payment gateway integrations** beyond those initially agreed upon.
- System performance improvements, scalability modifications, or security upgrades.
- AI based chatbot or customer care support.

15.2. Change Request Initiation Process

15.2.1.   The **Change Request Process** can be initiated by **IRCTC** by submitting a **formal Change Request Document (CRD)**.

15.2.2.   The CRD shall include:
- A **detailed description** of the requested change.
- The **business justification** and expected impact.
- The priority level (**Critical, High, Medium, Low**).
- Expected timeline for delivery.

15.3.   Impact Assessment & Approval

15.3.1.   Upon receiving a Change Request, the Service Provider shall **analyze feasibility, impact on cost and timeline**, and submit a **Change Impact Report (CIR)** within **7 working days**.

15.3.2.   The CIR shall include:
- Effort estimation (man-hours required).
- Additional infrastructure/software licensing costs (if applicable).
- Impact on project timeline and go-live schedule.
- Dependencies and risks.

15.3.3.   The CIR shall be reviewed by IRCTC, which shall:
- Approve, modify, or reject the request.
- Define the **implementation priority and phase**.

15.4.   Change Order Agreement (COA)

15.4.1.   If the CR is approved, a **formal Change Order Agreement (COA)** shall be signed between **IRCTC and the Service Provider**.

15.4.2.   The COA shall contain:
- Approved scope of change.
- Revised project timeline with milestone-based delivery.
- Cost implications, if any.
- Payment schedule (linked to delivery milestones).
- Acceptance criteria.

15.5.   Costing & Payment Terms

15.5.1.   Any Change Request impacting **over 50 hours of development effort** or requiring **additional cloud/server infrastructure** shall be a **billable request**.

15.5.2.   Payment shall be released based on **milestone completion** and shall follow a structured payment model:
- **50% upon successful development & UAT (User Acceptance Testing).**
- **30% upon final deployment.**
- **20% after 30 days of successful operation in production.**

15.5.3.   **Minor UI/UX enhancements, bug fixes, and optimizations** shall be included in the **ongoing maintenance agreement** and shall not be treated as billable Change Requests.

15.6.   Change Implementation & Rollout

15.6.1.   Approved Change Requests shall follow a **structured deployment approach**:
- Development & Testing Phase: **The changes shall undergo** development, internal testing, and sandbox testing **before deployment.**
- User Acceptance Testing (UAT): **IRCTC shall conduct UAT in a staging environment before approval.**
- Go-Live & Monitoring: **Post-implementation, the feature shall be monitored for** 30 days for stability**.**

15.6.2. Any unexpected technical challenges **arising from a CR implementation shall be** jointly reviewed **by IRCTC and the Service Provider**.

15.7. Limitations & Exclusions

15.7.1. The following shall **not be considered as Change Requests**:
- Fixing **bugs, security vulnerabilities, or compliance-related issues**.
- Optimizations for performance improvements within the agreed architecture.
- Enhancements mandated by **Government of India regulatory policies**.

15.7.2. IRCTC reserves the right to **prioritize and defer lower-priority CRs** based on business needs.

15.8. Special Consideration for Cargo, Helicopter and any other Booking Expansion

15.8.1. Expansion into **Cargo and Helicopter Ticketing Services** shall follow the **Change Request Process** but will be treated as a **major system expansion**.

15.8.2. 8.2 A dedicated **business case analysis** shall be conducted to assess:
- New **booking workflows** and business rules.
- Integration with **helicopter operators and cargo handlers**.
- Additional compliance and security requirements.

15.8.3. The implementation shall follow a **phased rollout**, ensuring minimal disruption to the existing ticketing system.

16. INSTRUCTIONS TO BIDDERS

16.1. ONE OR TWO PACKET SYSTEM

This is a Quality cum Cost Based (QCBS) Two Packet Tender.

16.2. CONTENTS OF THE BID

Bidders should take the overall project schedule into consideration while preparing their offers against this tender. The specific information indicated against each section must be provided for a meaningful offer. Offers not containing the information sought might be considered unresponsive and become liable for rejection. The Bid prepared by the Bidder shall comprise of the following components:

i) Technical bid in the formats specified in the tender- Bidders need to provide all necessary information required to comply with bid security declaration requirement, eligibility and technical evaluation scoring criteria as specified in the tender document respectively.

ii) Financial bid in the formats specified in the tender document.

iii) Any other information that is to be submitted during the bidding process and as appropriate as per the tender.

The bids must be submitted through online mode only. Offline offers submitted shall be summarily rejected.

16.3. EARNEST MONEY DEPOSIT

a) Bidders are required to deposit EMD of Rs.2,00,000/- (Rupees Two Lakhs only). In case of non-submission of the said EMD, the bid will be summarily rejected.

b) The Earnest Money shall remain deposited with IRCTC for a period of 90 days from the date of opening of the Tender, or as extended further by bidder on request of IRCTC, from the date of opening of Tender.

c) No interest shall be payable by the Purchaser on the Earnest Money.

d) The Earnest Money deposited is liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer. The Earnest Money of the successful bidder will be returned after the PBG as required is furnished.

e) MSE Bidders and DIPP registered start-ups are exempted from EMD as per clause 16.16 & 16.17 respectively. **Such bidders are required to submit the Bid Security Declaration as per (Annexure -IV)**

f) The Earnest Money of the successful bidder will be returned after the Security Deposit/PBG, as required, is furnished by them. For unsuccessful bidders, EMD will be returned after finalisation of the tender.

16.4. LANGUAGE OF PROPOSALS

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

16.5. TENDER EVALUATION PROCESS

a. IRCTC will constitute a Tender Evaluation Committee (TEC) to evaluate the responses of the Bidders. The Committee shall evaluate the responses to the tender and all supporting documents /documentary evidence. Inability to submit requisite supporting documents/documentary evidence, may lead to rejection. The evaluation process shall comprise of the following stages:

o **Stage 1:**

  (a) Fulfilment of minimum eligibility qualification criteria would be considered as qualified for technical evaluation.

  (b) Marking will be done as per the technical scoring criteria and who scores minimum 70 marks in QCBS in the technical scoring criteria will progress to the stage2.

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

o **Stage 3: QCBS: -** The bidder who emerges as H1 on combined technical and financial evaluation will be selected. The formula for QCBS with examples is given for clarification.

b. In the event of the specified date of bid opening being declared a holiday for IRCTC, the bids shall be opened at the appointed time and location on the next working day.

c. The decision of the Committee on the evaluation of responses to the tender shall be final.

d. During evaluation of bids, IRCTC may, at its discretion, ask the bidder for a clarification of its bid including documents. The request for clarification and the response shall be made in writing. If the response to the clarification is not received before the expiration of the deadline prescribed in the request, IRCTC reserves the right to evaluate bids based on available documents which may also lead to rejection of the bid. The request for clarification and response shall be in writing, and no change in the price or substance of the tender shall be sought, offered or permitted.

16.6. ELIGIBILITY CRITERIA

IRCTC shall open the technical bids to evaluate the minimum eligibility criteria defined in the tender as tabulated below. The bidder shall submit self-assessed compliance to Eligibility criteria checklist prescribed in format at Annexure 1. IRCTC may ask bidder(s) for additional information to verify claims made in their eligibility document, at any point of time before opening of the financial bid. For the purpose of evaluation of the bids the term travel and ancillary services will include essential and value-added offerings that enhance the passenger travel experience. These comprise **ticket booking and cancellation** through dynamic inventory management and **real-time scheduling**. Ancillary services include **online passenger catering**, **travel insurance booking**, and **third-party service integrations** such as hotel reservations and transfers.

S. No.	Criteria	Requirement	Supporting document
1	Cover Letter / Tender	Cover letter of the bid with valid authorization details of the person(s)	a) Cover letter signed by an authorized signatory of the bidder

	Application Form	signing the bid document as on date of bid submission	as per Annexure II of this tender. b) Copy of Power of Attorney (PoA) OR Certified copy of Board Resolution (BR)
2	Legal Entity	a) Should be an organization registered under the provisions of the Indian Companies Act, 2013/ Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008 or an organization registered under society Act. b) Registered with the Income Tax Authorities c) Registered with GST Network d) Should have been operating for the last 5 years as on date of bid submission. (**Relaxed to 1.5 Years for MSE & Startups**)	a) Certificate of Incorporation b) Copy of PAN Card c) Copy of GST registration certificate d) Letter from Company Secretary/ Statutory Auditor* for operating business for last 5 years as on date of bid submission. (**Relaxed to 1.5 Years for MSE & Startups**)
3	Financial Turnover from travel and ancillary services	The bidder should have an average annual turnover of at least **INR 5 Crores** in the last 3 audited financial years i.e. FY 2021-22, 2022-23 & 2023-24 & the current FY 2024-25 upto the date of submission of the bid. The turnover should be from ICT/software application development & implementation, System Integration services, managing cloud infrastructure and related services only for ticketing/booking services. **Relaxation for MSE/ Start-ups Only**: Bidder must have minimum average annual turnover of at least **INR 1.25 Crores** in the last 3 audited financial years i.e. FY 2021-22, 2022-23 & 2023-24 & the current FY 2024-25 upto the date of submission of the bid. NOTE: Turnover of only the bidding entity will be considered. The	a) A certificate* duly certified by the Statutory Auditor of the bidder mentioning the average annual audited turnover from ICT/ software application development & implementation, System Integration services, managing cloud infrastructure and related services only in the last 3 audited financial years (FY 2021-22, 2022-23, 2023-24 and 2024-25). b) Copy of audited Balance Sheets and Profit & Loss Statements for the last 3 financial years (FY 2021-22, 2022-23, 2023-24 & 2024-25) duly certified* by statutory auditor.

		Turnover of any parent, subsidiary, associated or other related entity will not be considered.	
4	Related to software development, implementation, maintenance of a web application/ web portal related to travel and ancillary services.	The Bidder should have experience of successfully GoLive/ executed/completed similar services for development, implementation, end to end management & maintenance of a ticketing/booking application/web portal with booking of travel and ancillary services of minimum 10,000 tickets/bookings monthly with one client or project hosted in hyperscaler cloud platform empanelled by MeitY over the last 3 audited financial years i.e. FY 2021-22, 2022-23 & 2023-24 & the current FY 2024-25 upto the date of submission of the bid..	a) Copy of work order/ Agreement/ Contract. b) Completion/performance Letter from client containing project value completed/executed by the bidder and annual transaction volume. The CSP should be indicated in the letter. c) In case of non-availability of completion/performance certificate from client, the certificate regarding proof of timely /regular payments received against the rendered services, sample invoice of the CSP and dashboard report of volume of transactions duly certified by CA and authorized signatory.
5	Resource Strength	The bidder should have in its rolls, a staff of at least 20 technically qualified. (BE/ B.Tech/ MCA) personnel with relevant experience in high-end web and Mobile application Design, Development, Maintenance & Management as well as physical/ cloud infrastructure management & maintenance.	An undertaking / self-declaration on company letter head, with resource name, qualification and experience, duly signed (with Organization seal), by the HR Head of the Organization.
6	Non-Blacklisting	The bidder must not have the status of being blacklisted or made ineligible by Govt. of India / State Govt. /Govt. Agencies for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or any other reasons, as on date of submission of the bid.	Certificate duly signed by an authorized signatory of the bidder as per Annexure IX of this tender
7	Pre-Signed Integrity Pact	The bidders are required to submit a pre-signed copy of Integrity Pact.	Bidder will have to sign integrity pact by affixing his signature on each page of the pre signed copy of integrity pact. Format as per "Annexure-VIII".

Notes:

(i) **(*)** *Bidder is required to generate Unique Document Identification Number (UDIN) for all kind of certifications, GST and Tax Audit Reports and other proofs as per the Tender requirement which are to be undertaken/ signed by member of ICAI/CA.*

(ii) *The documents submitted by the successful applicants, in compliance to the eligibility conditions may 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 empanelment/shortlisting will be terminated along with forfeiture of EMD (if any)/Security Deposit/ other deposits such as License Fee. In such eventuality the successful bidder will also be debarred for 03 years from participating in the future projects of IRCTC.

16.7. TECHNICAL SCORING CRITERIA

a) Technical bids of those bidders who meet the minimum eligibility criteria will be evaluated based on technical evaluation criteria as tabulated below.

b) The technical bids that score **at least 70 marks out of 100** will be considered for financial bid opening. The technical bids that scores less than total **70 marks out of 100** will be disqualified.

c) Every technical bid shall be awarded an absolute technical score of **'T(s)'** marks out of a total of 100 marks.

d) It may be noted that any reference / mention of the financial quote or price schedule in the technical bid shall be at the bidder's risk and may result in rejection of the bid. IRCTC may ask bidder(s) for additional information to verify claims made in their technical bid document, at any point of time before opening of the financial bid.

e) If there is a change in the status of the bidder which may lead to non-compliance to the eligibility criteria, at any stage during the bid process till the award of the contract, the bidder should immediately bring the same to the notice of IRCTC. In this case, IRCTC may take appropriate steps which may also lead to rejection of the bid.

S.No.	Criteria	Evaluation Parameter	Supporting document	Max marks
A	**Project Experience**			**25**
	To evaluate the bidder's experience based on the volume of transactions (tickets/ bookings) handled for one or more clients in the last 3 financial years (2021-22, 2022-23 & 2023-24) & the current financial year upto the date of submission of the bid for travel and ancillary services through their own developed and manged online portal	**Average Monthly Tickets/bookings:** • Above 1,00,000 tickets= 25 **marks** • 50,001 to 1,00,000 tickets= 15 **marks** • 10,000- 50,000 tickets= **05 marks**	a) Details of the assignments b) Copy of work order/ Agreement/ Contract. c) Completion/Performance Letter from client containing annual transactions from the platform. **or** In case of non-availability of completion certificate from client, the certificate regarding proof of timely /regular payments received against the rendered services duly certified by CA and authorized signatory.	
B	**Certifications**			**5**
	The Bidder must have any of the following certifications. • ISO27001:2015; or • ISO 20000-1:2018; or • ISO 9001:2015	ISO Certification • ISO 27001; or • ISO 20000; or • ISO 9001	Copy of valid certificates duly authenticated by authorized signatory as on date of bid submission.	
C	**Technical Presentation**			**70**

i)	Demonstration of existing implemented online portal for travel & ancillary services with modules/functionalities:
	    a. Booking/Cancellation - 10 Marks
	    b. Payment/Refund - 10 Marks
	    c. Reconciliation & Settlement - 10 Marks
	    d. Dashboard & Reporting – 10 Marks
				40

ii)	Architecture, Approach and Methodology proposed for the project			**30**

Total (A+B+C)		**100**

16.8. TENDER EVALUATION CRITERIA

The technical proposal will be evaluated only for those bidders who fulfil the minimum eligibility criteria as given under Para '**Eligibility Criteria**' in this RFP including both qualification and minimum 70 marks in Technical criteria (QCBS) will only be evaluated for the financial bid. The selection of the successful bidder will be done on the basis of QCBS criteria with 70 percentage weightage to the technical marks and 30% weightage to the financial quote in the following stages. IRCTC's Decision in respect to evaluation methodology and short-listing the bidder will be final and no claims whatsoever in this respect will be entertained.

Stage 1:

(a) Fulfilment of minimum eligibility qualification criteria would be considered as qualified for technical evaluation.

(b) Marking will be done as per the technical qualifying criteria and who scores minimum 70 marks in QCBS in the technical qualifying criteria will progress to the stage2.

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

Stage 3: QCBS: - The bidder who emerges as H1 on combined technical and financial evaluation will be selected. The formula for QCBS with examples is given for clarification.

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

 Total Score = 0.7 x T(s) + 0.3 x F(s) *where T(s) stands for technical score and F(s) for Financial score.*

In the event the bid composite bid scores (Total Score) are 'tied', the bidder securing the highest technical score will be selected for award of the Project. It is further elaborated only for the purpose of better understanding of the bidders: -

a) Technical Score "T(s)" calculation of Bidders (QCBS basis)

The Highest Technical score of a Bidder will be the Maximum Score. The bidder with the highest technical score shall be allocated a **T Score** of 100.

T score of current bidder = Score of Current Bidder X 100/ Maximum Score

For example;

Bidder	Bidder Score	Maximum Score	T Score T(s)
A	80	80	(80*100/80)= 100
B	75	80	(75*100/80)= 93.75
C	70	80	(70*100/80)= 87.50
D	60	--	Disqualified for financial bid opening.

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

b) Financial Score "F(s)" calculation

The Financial bid of the technically shortlisted bidders will be opened and the bidders will be ranked as F1, F2, F3, etc., based on the Total Cost quoted (in ascending order, i.e., F1 being the bidder with the lowest Total Cost to IRCTC, followed by F2 with the next higher Total Cost, and so on). Any Financial quote with less than 20% of the average quotes of all the bidders for development, operation and maintenance will not be evaluated and rejected considering rate as non-reasonable.

The bidder with the lowest Total Cost to IRCTC (F1) will be awarded the maximum score of 100. The F Score for other bidders will be calculated on the following basis:

 F Score of the current bidder = Lowest Total Cost to IRCTC X 100/ Total Cost of Current Bidder

For example,

Bidder	Total Cost to IRCTC (₹, in Cr.)	Lowest Total Cost (₹, in Cr.)	Financial Score F(s)
A	8	8	(8*100/8) = 100
B	11	8	(8*100/11) = 72.73
C	10	8	(8*100/10) = 80

c) QCBS based Total Scoring

Total Score = 0.7 x T(s) + 0.3 x F(s)
Where, T(s) stands for technical score and F(s) for Financial score

Bidder	T Score	F Score	Combined Score 0.7 x T(s) + 0.3 x F(s)
A	100	100	(0.7*100) + (0.3*100) = 100
B	93.75	72.73	(0.7*93.75) + (0.3*72.73) = 87.94
C	87.50	80	(0.7*87.50) + (0.3*80) = 85.25

After Calculation of Combined Score **Bidder A** has got the highest score of 100 and is **H1**. Hence, as per this example, Bidder A is the successful bidder.

16.9. AWARD OF CONTRACT

The bid will be awarded to bidder scoring Highest Total Score (H1) as per the Method of Selection explained above. In case of a tie in the total score, the bidder with the higher technical score will be selected. IRCTC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected bidder or bidders, with or without assigning any reason.

16.10. DELIVERY

Within 60 days, from the date of issue of PO from IRCTC, the Bidder should provide the Booking engine for testing and implement purposes.

16.11. INTEGRITY PACT

- It is required to have an Integrity Pact signed with the bidders as per "**Annexure-VIII**". The Pact would be an agreement between the prospective bidders and IRCTC committing the officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.
- Bidder will have to sign integrity pact by affixing his signature on each page of the pre signed copy of integrity pact for that tender, which will be a part of Eligibility Criteria.

16.12. NDA - NON DISCLOSURE AGREEMENT

The successful bidder shall sign a Non-Disclosure Agreement (NDA) with IRCTC within 30-days from the date of acceptance of work order. The format of the NDA is given in **"Annexure-V".**

16.13. SIGNING OF AGREEMENT

The successful bidder shall be required to enter into a Service Agreement with IRCTC within 30-days of the award of purchase order or within such extended period as may be specified by IRCTC. The format of the service agreement is given in "**Annexure-VI**"

16.14. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE (PBG)

a) Bidder shall deposit an amount equivalent to **5% (Five Percent)** of the total contract value through Demand Draft/NEFT/RTGS or Performance Bank Guarantee (PBG) issued by nationalized/scheduled commercial bank in favour of 'IRCTC Ltd' payable at New Delhi, as Security Deposit within 2-weeks from the date of award of work order by IRCTC.

b) Security deposit shall be refunded at the end of contract, provided the bidder has satisfactorily provided all the services in accordance with the conditions of contract or after deducting the service level penalties by IRCTC, if any. No Interest shall be paid on the Security Deposit.

c) IRCTC reserves the right to forfeit the Security Deposit/Bank Guarantee amount, completely, partially or to an extent as decided by IRCTC in the event of failure to execute the work within reasonable time period, or timely payments due to IRCTC and may debar the bidder for period of one year depending on the extent of failure.

d) PBG shall be valid for total period of 126 Months (estimated as service contract period, plus 6 months after expiry of contract/ support period).

e) This PBG shall be in the name of Indian Railway Catering & Tourism Corporation Ltd.

f) Format of Performance Bank Guarantee (PBG) as per "**Annexure-VII**".

16.15. DISQUALIFICATION

The proposal is liable to be disqualified in the following cases:
a) Proposal not submitted in accordance with this document.
b) Proposal is received in incomplete form.
c) Proposal is received after due date and time.
d) Proposal is not accompanied by requisite documents
e) No EMD is submitted wherever due
f) Financials are disclosed at the tech evaluation stage.
g) Information submitted in 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.

16.16. BENEFITS TO REGISTERED SSI/MSEs FIRMS (IF APPLICABLE)

a) Ministry of Micro, Small and Medium Enterprises vide letter no. 21(1)2011-MA dated 25.04.2012 and Public Procurement Policy for MSEs Order, 2018 has been notified under section 11 of MSMED Act, 2006. The policy is effective from 1st April 2019 (Gazette notification of 9-Nov-2018). As per the Public Procurement policy for Micro and Small Enterprises (MSEs) whereby the Small Scale Units (SSI)/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 Handicraft and Handloom or (vii) Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises.
   i.   Issue of E-Tender form free of cost
   ii. Exemption from payment of Earnest Money

b) These benefits shall be given only if the firm/company annex with bid duly attested copy of a valid MSME registration certificate and the tendered item is mentioned in its SSI/MSE registration certificate.

c) The MSE who are interested in availing themselves of these benefits shall enclose with their offer the proof of their being SSI/MSE registered with any of the agencies mentioned in clause "a)" above.

d) 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 tenders of IRCTC Ltd for a period of two years.

16.17. RELAXED NORMS FOR DIPP REGISTERED STARTUPS

Following benefits as available to MSMEs will also be available for start-ups as recognized by Department of Industrial Policy & Promotion (DIPP), Ministry of Commerce & Industry, GOI.
   (i) Issue of Tender document free of cost,
   (ii) Exemption from payment of Earnest Money,

Note: The Start-up 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 tenders of IRCTC Ltd for a

period of two years. For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Start-ups Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

16.18. VALIDITY OF BIDS

Bid shall remain valid for **180 days** from date of submission mentioned in this document. A bid valid for shorter period is liable to be rejected by IRCTC. The bidders may be required to give consent for the extension of the period of validity of the bid beyond initial **180 days**, if so desired by IRCTC in writing or by e-mail/fax. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD/bid security. However, any extension of validity of bids will not entitle the bidder to revise/modify the bid amount.

17. CONSIGNEE AND SERVICE DELIVERY ADDRESS

Consignee & Delivery Address:	Group General Manager/IT-1 Indian Railway Catering and Tourism Corporation Limited, Internet Ticketing Centre, 2nd Floor, Tower-D, World Trade Centre, Nauroji Nagar, New Delhi - 110029

18. PRE-BID MEETING

The bidders will be required to submit their queries as per format given below. Last date and time of acceptance of pre-bid queries is **21.03.2025** up to **1500** Hrs. All pre-bid queries must be sent through e-mail to **ggmservices@irctc.com** in Excel sheet (.xls or .xlsx) as per format given below.

Company Name:		M/s				
S.No.	Page No	Section	Clause	Item description	Query	Description of requested change / clarification

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

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 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.

Response to pre-bid queries shall be posted on e-tendering website. IRCTC reserves the right to amend answers prior to the proposal submission deadline. Corrigendum or addendum regarding this Tender, if any, will be published on the e-tendering website.

19. PERIOD OF CONTRACT

Total period of contract will be for 10 Years from commencement. The commencement will be counted from go live. Go live will be calculated from the date in which the minimum viable product (MVP) is made live. The MVP will consist of the minimal ticketing service which will be further improved in iterations to include full functionalities as per SoW. The MVP will have to be made live within two months of LoA and full commencement within three months of LoA.

20. SERVICE LEVELS AND PENALTIES

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

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

a. Functional Availability
b. Help Desk
c. IT Infrastructure

Planned and Unplanned Downtime and Service Level Penalty:

Planned Downtime: Technical Service Provider should be having a provision for planned maintenance activity for which the service provider shall inform IRCTC at least 2 working days in advance. The maximum window for such maintenance shall not exceed 8 hours in six months with a single block not exceeding 4 hours at a stretch. The downtime period taken for the planned maintenance activity shall be made available only during off-peak hours and as advised by IRCTC. The downtime period taken for planned maintenance activity shall not be reckoned for calculating the Uptime availability of the services. Extra downtime will be treated as un-planned.

Un-Planned Downtime and Service Level Penalty: Bidder should guarantee an uptime of 99.5% on monthly basis. In case uptime falls below the guaranteed level, IRCTC will impose Damages for Service Failure. Beyond this, damages for Service Failure will be deducted from the vendor's invoices. It does not include failure at acquirer and merchant end.

a. Functional Availability

#	SLA Parameter	Target Performance	Description	Penalty	
			Application availability and performance		
1	Availability of Online Booking platform and monitoring dashboard.	**99.5%**	Penalty in case of Un-Planned Downtime.	**Uptime % per month**	**Penalty as % of the Monthly payment for form the Bidder's invoice**
				>=99.5	0%
				>=99 and <99.5	1%
				< 99	2%
				<99.5*	2%

If the uptime (%) per month is less than 99% for 2 consecutive months, IRCTC reserves the right to review and terminate the contract.

*If more than 30 min outage of the service at a stretch this penalty will be invoked for each instance.

b. Helpdesk

#	SLA Parameter	Target Performance	Description	Penalty	

#	SLA Parameter	Target Performance	Description	Penalty
1	MTTR – (Means Time To resolve)	99% of the incidents Shall be resolved **For Severity 1,** within 30 min. of the reporting to the bidder **Severity 2** within 1 hour of problem reporting **Severity 3** within 6 hours of problem reporting.	Note: In case Bidder requests for any time extension in resolving the incident, the Bidder needs to take prior approval from IRCTC. IRCTC holds the right to accept or reject the request and accordingly penalties will be levied.	Penalty will be levied as per the following table: - | Incidents with more Response / Resolve time as mentioned in SLA table (severity wise)	Penalty as % of the Monthly payment for to the Bidder for the services
---	---
>=98% & <99%	0.5%
>=97% & <98%	1%
<97%	2%	

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

Severity	Definition
Severity 1	**Critical** - is used for situations where there is a major impact on normal operation of the system. Bidder will immediately begin work on it, diagnose the issue and update Customer's PM for feedback and decision. With the immediate goal of restoring normal operation to the system as per the diagnosis, bidder shall raise support request to concerned third parties or the stake holder accordingly. In case of no response or delayed response, a work-around shall be proposed (if possible) and Customer PM can approve it for production deployment.
Severity 2	**Moderate -** is used for situations where normal system operation is affected to some degree but it is not blocker. With the immediate goal of restoring normal operation to the system as per the diagnosis, bidder shall raise support request to concerned third parties or the stake holder accordingly. In case of no response or delayed response, a work-around shall be proposed (if possible) and Customer PM can approve it for production deployment.
Severity 3	**Normal** - is used for situation where an issue is detected, but normal operation is not affected. This priority of call is the default for all service calls which do not involve a main business processes interruption;

c. Security Compliances, Audits and IT Infrastructure

#	SLA Parameter	Target Performance	Description	Penalty
1	Availability of Root Cause Analysis (RCA) for Severity 1 & 2	Within 7 working days	-	Penalty of Rs. 10,000 Per incident.
2	Any financial loss due to Penalty imposed by any regulatory agency due to non-fulfilment of any compliance.	Zero financial loss	This compliance should be restricted to technology like (PCIDSS, Tech. vulnerability, Data security, Operational efficiency) where issue is directly attributed to bidder.	Financial loss Amount including any penalty is to be borne by bidder.

#	SLA Parameter	Target Performance	Description	Penalty
3	Security breach including Data Theft/ Loss/ Corruption/ unauthorized access/ technical vulnerability	No breach	Any incident in system was compromised or any case wherein Data Theft/Loss/Corruption/unauthorized access/ technical vulnerability	Any financial loss occurred due to this, will be borne by the bidder (where issue is directly attributed to bidder)

d. Exceptions to SLA (Not to be included in SLA Metric)

- Any of the CR's/Enhancement are not covered in SLA/Production Support
- If any dependency on third party for the action or the information provided, the resolution time shall change accordingly.
- Issues surfacing because of
  - the situations, which are not anticipated and not covered under the testing scenarios,
  - The Issues which are not reproducible and resolvable at staging environment because of the nature of the issue involved
  - An intermediate fix/work around
  - The areas of responsibilities which are not in the scope of work for bidder
- On diagnosis of such issues as above, bidder shall provide the expected resolution time, [Closest estimate keeping resolution time at consideration] to fix the issue and PM shall consider increasing team's working hours to support critical issues.

21. PAYMENT TERMS

21.1. The following shall be the schedule of payments to the successful bidder: -

S.No	Description	Payment %
1	Deployment to UAT environment for testing	30% of development cost would be processed on sign off certification
2	Deployment to Production environment	50 % of development cost would be processed on sign off certification
3	Commissioning	Balance 20% of development cost would be processed on sign off certification. This will be called as commissioning.
4	Maintenance charges per month	Monthly charges will be applicable after successful commissioning.
5	Communication Cost	The charges towards communication (WhatsApp and SMS) shall be paid on monthly basis.

21.2. The successful bidder shall ensure to pay GST or any other taxes charged, within stipulated time and to file the return within stipulated time to enable IRCTC to claim input credit. (A copy of the returns filed shall be submitted to IRCTC).

21.3. Payments to the successful bidder shall be made by IRCTC after receiving the proper invoices from successful bidder. Invoice must include all the particulars as required under the GST Act and Rules.

21.4. Payments shall be withheld in case of non-submission of valid PBG (and verification thereof by IRCTC from issuing bank) and Security Deposit by the successful bidder and signing of service agreement by the successful bidder.

21.5. Payments shall be subject to deductions of any amount for which successful bidder is liable to pay penalty as per Service Levels & Penalties and Liquidated Damages clauses.

21.6. All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income- Tax Act, and any other taxes.

21.7. Any increase in applicable taxes or any new tax introduced by the Government will be paid extra in actuals by IRCTC over and above the basic price. Also, the benefits / advantages, arising out of reduction in taxes/duties or any other reason, shall be passed on to IRCTC by the successful bidder.

21.8. The successful bidder shall ensure to pay GST or any other taxes charged, within stipulated time and to file the return within stipulated time to enable IRCTC to claim input credit.

22. ARBITRATION CLAUSE

Settlement of dispute/Arbitration-

In the event any dispute arises between the parties or in connection with this agreement including the validity thereof, the parties hereto shall endeavour to settle such dispute amicably in the first instance in accordance with the following matrix.

The authorized marketing representatives of each party shall discuss and attempt to resolve the dispute within a period of 30 days from the occurrence of the event.

The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the parties hereto after following the escalation matrix in the manner set forth above, gives a notice to this effect, to the other party in writing. Thereafter such dispute shall be resolved in the matter set forth below:

a) In the case any dispute, controversy or claim arising out of or relating to this agreement or any matter or issue arising there from which is unresolved by amicable settlement (Dispute) it shall be referred to a sole arbitrator to be mutually appointed by the parties as per the provisions of Arbitration and Conciliation Act 1996. The Arbitration shall be conducted in accordance with Arbitration and Conciliation Act 1996.

b) In case the parties fail to appoint a sole Arbitrator within 30 days, the dispute shall be referred to a three-member Arbitral Tribunal. One member each shall be appointed by both the parties. They shall, within 30 days of their appointment, mutually decide on the name of third Arbitrator. Arbitration proceedings shall be deemed to commence in accordance with the Arbitration and Conciliation act 1996. The award of the Arbitrator shall be final and binding on the parties to this agreement. The seat of Arbitration shall be at New Delhi. The fees and expenses of the sole arbitrator or the Arbitral tribunal, as the case may be, and all other expenses of the arbitration shall be borne directly by the parties, subject to award of costs by the sole arbitrator or the Arbitral Tribunal.

c) "Settlement of dispute/Arbitration", The fees and expenses of the sole arbitrator or the Arbitration tribunal, as the case may be, and all other expenses of the arbitration shall be borne mutually by the parties, subject to award of costs by the sole arbitrator or the Arbitral Tribunal.

23. ANNEXURE: I – DOCUMENT CHECKLIST

S.No	Item	To be filled by Bidder (Document placed - Page Number in bid)	Reference for format/content to be provide
1.	Covering Letter / Tender Application Form, duly filled-in, signed and stamped		Annexure II
2.	Copy of Power of Attorney **or** Certified copy of Board Resolution (BR)		Clause 16.6 (1)
3.	Complete Tender Document duly stamped and signed on each page by the authorized signatory.		-
4.	Copy of Certificate of Incorporation **or** Certificate of commencement of Business issued by Registrar of Companies and Certificate consequent to change of name, if applicable, of the bidder company		Clause 16.6 (2)
5.	Copy of Certificate of GST Registration		Clause 16.6 (2)
6.	Copy of PAN Card		Clause 16.6 (2)
7.	Letter from Company Secretary/ Statutory Auditor for operating business for last 5 years as on date of bid submission.		Clause 16.6 (2)
8.	Support offices of bidder in Delhi /NCR. Documents giving complete details including contact person name, telephone no, address, staff strength , technology area handle of customer support offices in Delhi/NCR.		Clause 16.6 (4)
9.	Bid security declaration		Annexure-IV
10.	Pre-Signed Integrity Pact		Annexure- VIII Clause 16.6 (8)
11.	ISO Certifications ● ISO 27001:2015 ● ISO 20000-1:2018 ● ISO 9001:2015		Clause 16.7 (B)
12.	Certificate of Non-blacklisting		Annexure- IX Clause 16.6 (7)
13.	Certificates and documents pertaining to Relevant Experience of the bidder		Clause 16.6 (5) & 16.7 (A)
14.	Undertaking / self-declaration on Staff Strength		Clause 16.6 (6)
15.	**Only for MSE Bidders**: Copy of valid SSI / MSE registration certificate with items mentioned in the SSI / MSE registration certificate.		-
16.	**Only for Startups**: Copy of valid Startup registration certificate issued by DIPP.		-

24. ANNEXURE: II - TENDER APPLICATION FORM

(On Bidder's Company letterhead)

Dated: _____

To,
The Director Tourism and Marketing,
Indian Railway Catering and Tourism Corporation (IRCTC) Ltd
4th Floor, Tower-D, World Trade Centre,
Nauroji Nagar, New Delhi- 110029

Sir/Madam,

Sub: Open Tender for Online & Offline Ticketing Services of Passenger Ships for Lakshadweep

Ref: Tender No. e:29412/IRCTC/ITC/IT(TP)/14/2023/IT/ITC dated 12.03.2025

We, M/s……………………………………………… having read and examined in details all the conditions to tender attached here and hereby agree to abide by the said conditions. We offer to do this work of "**Open Tender for Online & Offline Ticketing Services of Passenger Ships for Lakshadweep**" at the rate quoted by us in the bid document and hereby bind ourselves to complete the work in all respects with the service period mentioned in the tender document. We also hereby agree to abide by the *General Conditions of Contract* **(GCC)** and to carry out the work according to the *Special conditions of Contract* **(SCC) and specifications** for works as laid down by IRCTC Ltd.

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

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

Bidder's Details are given as under:

S. No.	Description	To be filled in by bidder
1.	Full name of the Bidder (company):	
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 organization as a whole, including contact numbers and email address or equivalent of the bidder's company.	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation, full office address, including telephone number(s) and email, of the person who is authorized to submit the bid with his/her signatures.	
6.	Name, designation and full address of the person dealing with the tender, his/her telephone, mobile, Fax and email address	

Witness: **Bidder:**

Signature: …..............…………   Signature …..............…………
Name: ……..........……………   Name of the Authorized Signatory……........……………
Address: Designation: …………………………………
…………………………………   Company Seal ………........…………
Date: Date: …………………………………………
…………………………………………

25. ANNEXURE: III - SCHEDULE OF RATE

Bidder's Name: ....

Tender Reference: **e:29412/IRCTC/ITC/IT(TP)/14/2023/IT/ITC dated 12.03.2025**

The bidder shall submit the rate schedule of the all the items strictly as per the format mentioned below: -

(Fig. in Rs.)

S. No.	Expertise	Unit Rate (excl. Taxes)	Taxes (in %)	Unit Rate (incl. of Taxes)	Quantity	Total Cost (Inclusive of Taxes)
1	Development of the Booking engine (One time cost)	To be filled online in the Financial Bid Sheet available online on Tenderwizard portal only			1	To be filled online Only
2	Cloud hosting (per month approx.) – for monthly bookings of 60,000 Tickets. (Variation (+) or (–) 10%) *				120	
3	SMS (per SMS cost) (all-inclusive charges)				1,60,00,000	
4	WhatsApp (Utility Category) cost (per WhatsApp Message cost) (all-inclusive charges)				80,00,000	
5	Annual Maintenance and enhancement Cost of the booking engine as per the requirements.				10	
	TOTAL COST (in ₹, in Figures) (Inclusive of all taxes)					

TOTAL COST (in words):
....
....

Note:
1) **Bid shall be straightaway rejected in case of Disclosure of Rates/Prices by the bidder in Techno-Commercial Packet.**
2) The Total Cost must be in words and figures both. In case of any discrepancy the "total cost" in words will take precedence.
3) Prices to be quoted in Indian Rupees only.
4) Rates to be quoted separately against each item.
5) Nothing extra over and above quoted rates will be paid except applicable taxes.
6) *For Bookings over 60,000 Nos. + 10% (variation) tickets in a month, payment will be done on pro-rata basis for that month.*

Authorized Signatory:

Signature: …..............………………….…
Name: ……......…………………………..
Designation: …………………………………
Date: ……………………………………

26. ANNEXURE: IV- BID SECURING DECLARATION

(To be submitted by bidder on their letter head)

To,
The Director Tourism and Marketing,
Indian Railway Catering and Tourism Corporation (IRCTC) Ltd
4th Floor, Tower-D, World Trade Centre,
Nauroji Nagar, New Delhi- 110029

Subject: Bid Securing Declaration
Reference: Tender No. e:29412/IRCTC/ITC/IT(TP)/14/2023/IT/ITC dated 12.03.2025

I/we hereby understand and accept that if I/we withdraw or modify my/ our bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the performance security/ Security Deposit, fail to submit the performance security/ Security Deposit, before the deadline defined in the request for bid document/ Notice Inviting tender, I/we shall be debarred from exemption of submitting Bid Security/ Earnest Money Deposit and performance security/ Security deposit for a period of 6 (six) months, from the date l/we are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods/works/services/consultancy etc. issued by any unit of IRCTC published during this period.

Bidder:
Signature …...............…………
Name of the Authorized Signatory……........……………
Designation: ………………………
Company Seal ………........………….
Date: …………………………………………

27. ANNEXURE: V - CONFIDENTIALITY - CUM - NON DISCLOSURE AGREEMENT (NDA)
(To be submitted on non-judicial stamp paper of Rs.100)

This Confidentiality–cum-Non Disclosure Agreement is executed and made effective as of the .....……. day of ………20.... at......................................

BY AND BETWEEN

Indian Railway Catering and Tourism Corporation Ltd, a Public Sector Undertaking (PSU) under Railway of India, having its Corporate Office at, *4th Floor, Tower-D, World Trade Centre, Nauroji Nagar, New Delhi-110029* and amongst other offices one IT wing *at Internet Ticketing Center, IRCTC, 2nd Floor, Tower-D, World Trade Centre, Nauroji Nagar, New Delhi- 110029* (hereinafter referred to as "IRCTC" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, administrators, executors, representatives, authorized agents 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, administrators and assigns) of the OTHER PART.
to ensure the protection and preservation of confidential and/or proprietary information to be 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:
1. **Confidential Information:** All technical and non-technical 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**").

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. In any case the recipient shall be solely responsible for any misuse of such disclosed information to their employees, agents etc and IRCTC shall be free to seek such injunctive or other relief against Recipient /or their employees, agents etc. jointly or severally as may be deemed proper by the court of competent jurisdiction.
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 Information solely for the purposes of "**Open Tender for Online & Offline Ticketing Services of Passenger Ships for Lakshadweep" - 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

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, 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 ensure no copies are retained by it or its employees/agents for **five years** after the termination of "**Open Tender for Online & Offline Ticketing Services of Passenger Ships for Lakshadweep - 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:** Recipient agrees to make good loss suffered due to breach of contract and undertakes to indemnify IRCTC against the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

    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 and any other remedies that may be available, in law, in equity or otherwise, *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 at Delhi, India to adjudicate any dispute arising out of this Agreement.

15. **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.

16. **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*]

17. **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:
    Group General Manager/IT
    Internet Ticketing Center, IRCTC,
    2nd Floor, Tower-D, World Trade Centre,
    Nauroji Nagar, New Delhi- 110029

    If to Recipient:
    [Recipient]
    [Recipient's Address]

18. **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_____   Signature _____

Name   _____   Name   _____

Designation _____   Designation _____

Duly authorized to sign for and   Duly authorized to sign for and
on behalf of: on behalf of:
M/s IRCTC Ltd.   **M/s** _____

in the presence of: in the presence of:

Name   _____   Name   _____

Designation _____   Designation _____

Signature_____   Signature_____

28. ANNEXURE: VI - SERVICE AGREEMENT FORMAT
(To be submitted on non-judicial stamp paper of Rs.100)

THIS AGREEMENT made the _____ day of _____ 20__

BETWEEN

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

AND

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

WHEREAS

a) The Purchaser had invited Tenders vide their Tender No (hereinafter referred to as 'Tender Document') for **"Open Tender for Online & Offline Ticketing Services of Passenger Ships for Lakshadweep"**

b) The Service Provider had submitted its proposal dated _____ (hereinafter referred to as the 'Tender') for the provision of such services in accordance with its proposal as set out in its Tender and in accordance with the terms and conditions of the Tender and this Contract.

c) The Purchaser has agreed to appoint the Service Provider for the provision of such services and the Service Provider has agreed to provide services as are represented in the Tender, including the terms of this Contract, the Schedules attached hereto and in accordance with the terms of the Tender, and in terms of the discussions, negotiations and clarifications in relation to the implementation of the scope of work.

d) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally.

NOW THIS AGREEMENT IS WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
    a) the Scope of Work
    b) the General Conditions of Contract (GCC)
    c) the Special Conditions of Contract (SCC)
    d) Purchase Order.
    e) Integrity Pact.

3. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become

payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed, Sealed and Delivered by
the said

_____

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

Signed, Sealed and Delivered by
the said

_____

(For the Service Provider) in the
presence   of:

_____
(WITNESS)

29. ANNEXURE: VII - PERFORMA OF PERFORMANCE BANK GUARANTEE FOR 5% OF THE CONTRACT VALUE

To
The Director Tourism and Marketing,
Indian Railway Catering and Tourism Corporation (IRCTC) Ltd
4th Floor, Tower-D, World Trade Centre,
Nauroji Nagar, New Delhi- 110029

Dear Sir,

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

In consideration of the Indian Railway Catering and Tourism Corporation Limited, 4th Floor, Tower-D, World Trade Center, Nauroji Nagar, New Delhi – 110029 (hereinafter called "The IRCTC"), having agreed to exempt _____, having its office at _____ (hereinafter called "The said Supplier(s)") from the demand, under the terms and condition of an Contract No. _____dated _____made between M/s Indian Railway Catering and Tourism Corporation Limited and M/s _____ for _____ **(Open Tender for Online & Offline Ticketing Services of Passenger Ships for Lakshadweep")** of Security Deposit for the due fulfilment by the said Supplier(s) of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs._____/- (Rupees _____ only) we, _____(hereinafter referred to as the bank) at the request of _____Supplier(s) do hereby undertake to pay the IRCTC an amount not exceeding Rs. _____/- (Rupees _____only) against any loss or damage caused to or suffered or would be caused to or suffered by the IRCTC by reason of any breach by the said Supplier(s) of any of the terms or conditions contained in the said Contract.

1. We _____do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the IRCTC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IRCTC by reason of breach by the said Supplier(s) or any reason of the Supplier(s) failure to perform the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____only).

2. We undertake to pay to the IRCTC any money as demanded notwithstanding any dispute or disputes raised by the Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this PBG shall be a valid discharge of our liability for payment there under and the supplier(s) shall have no claim against us making such payment.

3. We _____further agree that the guarantee herein sustained shall remain in full force and effect during the period would be taken for the performances of the said contract and that it shall continue to be enforceable till all the dues of IRCTC under or any virtue of the said contract have been fully paid and its claims satisfied or discharged or till the IRCTC certified that the terms and conditions of the said contract have been fully and properly carried out by the said Supplier(s) and accordingly discharges this guarantee. Unless demand of claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

4. We _____further agree with the IRCTC that the IRCTC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the IRCTC

against the said Supplier(s) and to forbear or of enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier(s) or for any forbearance act or omission on the party of the IRCTC or any indulgence by the IRCTC to the said Supplier (s) or any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so reliving us.

5. At any time during the period in which this Guarantee is still valid, if the supplier fails to perform the Works in accordance with the contract or fails to discharge himself of the liability of damages or debts, it is understood that the bank will extend this Guarantee under the same conditions from the required time on demand by the IRCTC and of the cost of the Supplier.

6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Supplier(s).

NOTWITHSTANDING anything to the contrary contained herein: -

i. Our Liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees _____ only).

ii. This Bank Guarantee shall be valid upto _____ and

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

30. ANNEXURE: VIII - INTEGRITY PACT FORMAT

Integrity Pact

This Pre-bid Contract agreement (hereinafter Called the integrity Pact) is made on _____ Day of_____, 20__ between India Railway Catering & Tourism Corporation Limited (hereinafter referred as "IRCTC"), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns.

AND

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

Preamble

The IRCTC intends to award, under laid down organizational procedures. Contract/s for _____The IRCTC values full compliance with all relevant laws off the land, rules, and regulations. Economic use of resources and of fairness /transparency in its relations with its bidder(s) and or contractor(s).

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

Section 1 - Commitments of the IRCTC

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

   (a) No Employee of the IRCTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for accept, for self or third person, any material of immaterial benefit with the person who is not legally entitled to.

   (b) The IRCTC will during the tender process treat all bidder(s) with equity and reason. The IRCTC will in particular, before and during the tender process, provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

   (c) The IRCTC will exclude from the process all alone prejudice persons.

(ii) If the IRCTC obtains information on the conduct of any of its employees which is a criminal offense under the BNS/ PC act, or if there be a substantive suspicion in this regard, the IRCTC will inform the Chief Vigilance officer and in addition can initiate disciplinary actions.

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

1) The Bidder(s)/contractor(s) commit themselves to take all measures to prevent corruption. The Bidder(s)/contractor(s) commit themselves to observe the following principles during participation in the tender process enduring the contract execution.

   (a) The Bidder(s)/contractor(s) will not, directly or through any other person or firm, offer, promise, or give to any of 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 BNS/ 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.

(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 offenses outlined above or an accessory to such offenses.

Section 3 - Disqualifications from tender process and exclusion from future contracts
If bidder(s) contractor(s) before award or during execution has committed a transgression through a violation 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 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.

(2) IRCTC is entitled to terminate contract according to Section 3, the IRCTC shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous Transgression
(1) The bidder 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 the responsibility of the adoption of integrity pact by the Sub-contractor.

(2) The IRCTC will enter into agreements with identical conditions at this one with all bidders and contactors.

(3) The IRCTC will disqualify from the tender process all bidders who do not sign this pact or violates its provisions.

Section 7- Criminal charges against by violating bidder(s)/Contractor(s)/Subcontractor(s)
If the IRCTC obtains knowledge of conduct of a bidder, contractor or subcontractor, or of an employee or a representative or an associate of a bidder, contractor or subcontractor which constitutes corruption, or if

the IRCTC has substantive suspicion in this regard, the IRCTC will inform the same to the Chief Vigilance officer.

Section 8 - Independent external monitor

(1) The IRCTC appoints competent and credible independent external monitor for this pact after approval by Central Vigilance Commission. The task of the monitor 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 (herein after referred to as monitor) for this pact in consultation with central vigilance Commission.
   a) Shri Apurva Varma, IAS(Red.) as IEM/IRCTC E-mail: - apurvavarma1@gmail.com
   b) Shri Bharat Prasad Singh. IFoS (Red.) as IEM/IRCTC E-mail: - bps.arunabh@gmail.com

(3) The monitor is not subject to instructions by the representatives of the parties and performs His\Her functions neutrally and independently. The monitor would have access to all contract documents, whatever required. It will be obligatory for him/ her to treat the information and documents all the bidders/ contractors as confidential. He/She reports to the CMD IRCTC.

(4) The Bidder(s)/contractor(s) accept that the monitor has the right to access without restriction to all project documentation of the IRCTC including that provided by the contractor. The contractor will also grant the monitor upon his/her request and demonstration of a valid interest, unrestricted the unconditional access to their project documentation. The same is applicable to sub-contractors.

(5) The monitor is under contractual obligation to treat the information and documents of the bidder(s)/ contractor(s)/ subcontractor(s) with confidentiality. The monitor has also signed declaration on 'non-disclosure of confidential information' and of 'absence of conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, IRCTC and rescue himself/ herself from that case.

(6) The IRCTC will provide to monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the IRCTC and the contractor. The parties offer to the monitor the option to participate in such meetings.

(7) As soon as the monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the management of the IRCTC and request the management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(8) The monitor will submit a written report to CMD, IRCTC within 8 to 10 weeks from the date of reference or intimation to him by the IRCTC and should the occasion arise, submit proposals for corrective problematic situations.

(9) If the monitor has reported to the CMD IRCTC, a substantiated suspicion of an offence under relevant BNC/ 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.

(10) The word 'monitor' would include both singular and plural.

Section 9- Pact Duration

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

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

Section 10 other provisions

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

(2) Changes and supplements as well as termination notices need to be made in writings. Side agreements have not been made.

(3) If the contactor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like warranty/guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(7) **In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bond manner. However, not more than five 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)

31. ANNEXURE IX: DECLARATION ON BLACKLISTING/DEBARMENT
(To be submitted on Bidder Company Letterhead)

To,   <Date>
   The Director Tourism and Marketing,
   Indian Railway Catering and Tourism Corporation (IRCTC) Ltd
   4th Floor, Tower-D, World Trade Centre,
   Nauroji Nagar, New Delhi- 110029

Sub: Declaration on Blacklisting/Debarment

Ref: IRCTC's tender No. e:29412/IRCTC/ITC/IT(TP)/14/2023/IT/ITC dated 12.03.2025

Respected Madam/Sir,

We hereby undertake that-
1. We are not currently blacklisted or have appeared our name in the negative / black list of any public sector undertaking /Government organization from the last three years to the date of opening of the bid for any breach of applicable laws or violation of regulatory prescriptions or breach of agreement.

2. We have not been defaulted by any bank/ financial institute.

We also undertake that we have never been under debarment for violation of DPIIT Order No. P45021/2/2017-PP (BE-II) dt. 16.09.2020 or such previous orders of DPIIT.

Bidder:
Signature …...............…………
Name of the Authorized Signatory……........……………
Designation: ………………………
Date: …………………………………………

BID DOCUMENT PART-II - GENERAL CONDITIONS OF CONTRACT (GCC)

1. **DEFINITIONS AND INTERPRETATION**

   In the Contract, unless the context otherwise requires.

1.1. "**IRCTC**" would mean the Indian Railways Catering and Tourism Corporation Ltd acting through its Managing Director or any other representative authorized by him.

1.2. "**Acceptance of Bid**" means the letter/telex/telegram/fax or any memorandum communicating to the bidder as the acceptance of his bid and includes an advance acceptance of his bid.

1.3. "**Contract**" means and includes the invitation to bid, Instructions to Bidders, Acceptance of Bid, Special Conditions of Contract and other conditions specified in the acceptance of bid and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement, if executed;

1.4. The "**Contractor**" means the person, firm, consortium or company with whom the purchase order is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors, administrators and permitted assignees, as the case may be, unless excluded by the terms of the contract. The terms "Contractor" and "Successful Bidder" have been used interchangeably in this bid document.

1.5. "**Purchasing Officer**" means the officer signing the acceptance of bid and includes any officer who has authority to execute the relevant contract on behalf of IRCTC.

1.6. The "**Purchaser**" IRCTC or any representative authorized by IRCTC.

1.7. **Bidder/ Tenderer**: Shall mean a company/firm in its individual right or the legal member of the consortia.

1.8. "**IRCTC Project Manager**" means designated representative of IRCTC authorized as head of concerned project and is authorized to take decisions on behalf of IRCTC in respect of project implementation.

1.9. "**Bidder's Project Manager**" means a designated representative of Bidder, who is empowered by the authorized signatory of Bidder for delivering the contractual obligations under this contract. He will be the one-point interface with IRCTC.

1.10. "**Service" means:-** a service to be given by contractor as stated in contact details

   i) in relation to Hardware, including networking equipment and infrastructure and office machines
   ii) In relation to manpower and Annual Maintenance Contract.

   iii) In relation to system/application software supplied by the bidder

   iv) Training

   v) Development and support

1.11. "**Personnel**" means Staff, employees, agents, contractors and sub-contractors of either party and also includes the staff, employees, agents and contractors of those subcontractors with qualification, experience and certification.

1.12. **"Software"** means system/ application software to be supplied by the contractor, as stated in the contact details.

1.13. **"Specifications"** means all the functional, operational, performance or other characteristics required of a Product or Service found in tender document part-II or any of the annexure or addendum to the tender document.

2.0 **Authorized Signatory and address of the contractor:** The Signatory of the tenderer should attach an authorization certificate mentioning:

2.1 The proprietor in case of "Sole Proprietor" firm or constituted attorney of such sole proprietor.

2.2 One of the partners in the case of a "Partnership" firm, , in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the absence of such authority all partners should sign the Tender.

2.3 director or the regional head in case of a limited company or an official of requisite authority in the case of a government institution, duly authorized by a resolution of the board of directors.

2.4 For all purpose of the contract, including arbitration thereafter, the address of the tenderer mentioned in the tender shall be the address to which all communications shall be the addressed.

3.0 **QUALIFICATION CRITERIA OF TENDERER (It is compulsory to enclose supporting documents without which the bid may be disqualified)**

3.1 In case of single or limited tenders, only tenderers who are specifically invited by IRCTC or their authorized representative with their unconditional authorization in respect of complete scope of work under this tender as per Performa given in Annexure-6, shall be eligible to participate subject to fulfillment of special eligibility conditions laid down in the Special Conditions given in Tender document Part-II.

3.2 Qualification criteria for advertised/open tenders shall be as stated in Tender Document Part- II i.e. SCC.

3.3 **Consortium bidders:**

3.3.1 Bids is submitted by a Consortium shall be acceptable if specifically permitted in Part-II of the Tender Document. In such cases, the lead partner of the consortium should fulfill the qualifying criteria given in para-3.2 above.

3.3.2 A copy of the memorandum of formation of Consortium giving clear responsibilities of consortium members, duly signed by authorized signatories as defined in para -2 above for each constituent member of the consortium, must be submitted along with the offer.

3.3.3 No change in the composition of consortium shall be permitted up to finalization of the contract. However, after acceptance of purchase order, if for reasons to be explained by the lead partner to IRCTC which IRCTC will be at liberty to accept or reject, any member of the Consortium is changed, a modified memorandum of formation of consortium, duly signed by authorized signatories of constituents shall be submitted by the lead partner while announcing the change to IRCTC.

3.3.4 Notwithstanding any change in the composition of Consortium at post purchase order stage, complete and total responsibility and liability for execution of the contract shall remain of the lead partner.

4.0 **EARNEST MONEY DEPOSIT.**

4.1   The bidders shall submit along with the bid, earnest money deposit(EMD) of value indicated in the tender notification in the form of Demand Draft or Fixed Deposit Receipt issued by any Commercial/Nationalized Bank drawn in favour of "IRCTC, New Delhi" valid for 180 days from the date of issue.

4.2   Deposit (EMD) is liable to be forfeited if the bidder withdraws or amends or impairs or derogates from the bid in any respect within the validy of the bid and is open for acceptance whether originally fixed or extended.

4.3   EMD shall also be forfeited if bidder fails to execute performance guarantee bond within stipulated time after acceptance of bid is communicated to him. Any bid not accompanied by EMD is liable to be summarily rejected.

4.4   The EMD will be returned to the successful bidder only on submission of the performance guarantee bond in the prescribed format and of the requisite.

4.5   No interest shall be payable by the Purchaser on the Earnest Money/Bid Guarantee to the tenderer.

4.6   The Earnest Money shall remain deposited with the Purchaser for the period of 180 days or validity period as mentioned, from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit extention shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.

4.7   The Earnest Money of all unsuccessful tenderers will be returned by the Purchaser on finalization of tender.

5.0   COMPLETION OF TENDER DOCUMENTS

5.1   All columns of the technical specifications compliance sheet must be filled. Any deviations should be clearly indicated against individual line items. All rates in the Financial Bids should be clearly filled. The rates must be in words and figures both. In case of any discrepancy unit rate in words will take precedence. Bids should be filled and signed in ink.

5.2   The Purchaser will accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the Technical Specification except where Make or brand is specified in the technical specifications. However, the decision of the Purchaser in this regard shall be final. The Tenderer should also furnish "Statement of Deviations" from tender specifications as per proforma given in Annexure – 4 of tender document part-I along with the offer.

5.3   No alteration/cutting is permitted in the bid documents.

5.4   Each page of the bid including tender document is to be signed by the tenderer. Any unsigned page shall not be taken cognizance of.

5.5   Tenderer shall submit all technical information and product brochures along with the techno-commercial bid. The language of these documents must be English.

5.6   The tenderer should submit self details as per proforma given in Annexure 7.

5.7   Tender documents with non-compliance of the above clauses are liable to be rejected.

6.   AMENDMENTS TO BID INVITATION.

6.1   The purchaser reserves the right, to make revisions or amendments to the bid documents, when deemed necessary, prior to the closing date of the bid, through proper notification or web-site. The bidders must watch IRCTC web site for any such amendments. The purchaser shall be at

liberty to consider extending the date set for the bid opening by such a number of days as in the opinion of the purchaser will enable the bidder's to revise their bids.

7.   **CLARIFICATIONS, OMISSIONS AND DISCREPANCIES IN TENDER DOCUMENT**:

7.1   In case any bidder find any discrepancy or omission in the any part of the tender Document/or he has any doubt to their meaning, he should notify the Purchaser minimum 7 days prior to tender opening date who may clarify and send a written instruction to all bidders for correction, if necessary. It however, does not entitle the bidder to seek any extension of tender opening date.

7.2   It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the bid and successful bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

7.3   The submission of the tender will be deemed to imply that the Tenderer fully understands the scope of work involved and has read and understood all conditions of the tender document and his liabilities and responsibilities in respect of the tender.

8.0   **PROCESS TO BE CONFIDENTIAL**

8.1   After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of the purchase order shall not be disclosed to the tenderers or other persons not officially concerned with such process.

8.2   Any effort by the tenderer to influence the purchaser in the process of examination, clarification, evaluation and comparison of bids, and in the decision concerning the contract may result in rejection of his bid.

9.0   **COPIES.**

9.1   The bids shall be submitted in 2 (two) copies i.e. one original and one duplicate in double envelopes and shall be sent by Registered Post, return receipt requested, or dropped in the tender box or handed over to the Manager/Purchase or person authorized and acknowledgement obtained with date and time of submission.

9.2   The bidder will clearly mark the original copy and duplicate copies. In case of any discrepancies between the original and duplicate (s) the original will be considered as authentic. There should be no correction in ink on the duplicate photocopy of the original.

10.   **BID OPENING.**

10.1   The sealed bids shall be opened in the presence of such of the bidders or their authorized representatives who may like to be present at the time and date fixed. However, the purchaser shall have a right to change the date and time of opening of the bid. The changed date and time shall be notified.

11.0   **TECHNICAL CLARIFICATIONS.**

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

11.2   The bidder should make available the offered products, if desired during evaluation of bids for benchmarking of the application to ensure that there are no compatibility issues.

12.0   VALIDITY.

12.1   The validity of the bid must be for a minimum of 180 days from the last day of bid submission. Any subsequent extension of validity shall be for minimum 60 days.

13.0   RIGHT OF ACCEPTANCE

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

14.0   INDEMNITIES AND LIABILITIES.

14.1   The contractor shall indemnify and protect the purchaser from and against all actions, suits, proceedings losses, costs, damages, charges, claims and demands of every nature and description brought against or recovered from IRCTC/Railways by reasons of any act or omission of the contractor, his agents or employees, in the execution of the works or in the guarding of the same.

14.2   Total financial liabilities of the bidder arising out of breach of contractual obligations shall not exceed the value of contract and shall be limited to direct damages. However, any liabilities arising out of breach of any obligation(s) commonly applicable in Indian or International law or regulation or intellectual property right infringements etc shall not be limited by this agreement and the bidder shall be solely and completely responsible for any such violation on his part.

15.0   INSURANCE:

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

16.   LOCAL CONDITIONS.

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

17.0   PRICES.

17.1   All Prices shall be in Indian Rupees and no foreign exchange/import license shall be provided. The prices should be inclusive of all taxes, duties, P&F Charges, freight insurance, levies applicable at the time of submission of bid. However, Firm should explicitly indicate these charges in there offer. If offer is silent about the above charges then it will be presumed that prices are inclusive of these charges. In this case bidder will have no right to demand and charges/additions to such charges as may be levied, subsequent to opening of the bid.

17.2   In case of change in any duty or tax on account of change in rules/legislation by the Government, the actual rates as applicable at the time of placement of order shall be payable only for taxes which are clearly stated as percentages in the offer.

17.3   Quoted prices shall remain firm for the period of validity of the offer.

17.4   IRCTC reserves the right to place order for a part item/combination of the quantity offered. The unit rates offered by the tenderers shall be valid for any such part order.

18.0   PRICE FALL

18.1   The prices charged for the goods/services supplied under the contract by the vendor shall at no event exceed the lowest price at which the vendor sells the goods or offers to sell the goods of identical description to any person/ organization including the purchaser or any department of State/Central Government, as the case may be during the currency of the contract.

18.2   If, at any time during the said period the vendor reduces the sale price, sells or offers to sell such goods to any person/organization including the purchaser or any department of State/Central Government as the case may be at a price lower than the price chargeable under the contract, the vendor shall forthwith notify such reduction or sale or offer to sell to the purchaser and the price payable under the order for supply of material after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

18.3   The above clauses is applicable for Rate Contract Tender only and not for fixed quantity tenders

19.0   ACCEPTANCE OF PURCHASE ORDER.

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

20.0   DELIVERY

20.1   Delivery time to supply the good to the consignees is stated in the Part-II of the Tender Document. In absence of delivery in Part II, delivery shall be taken as 4 to 6 weeks from the date of purchase order.

20.2   The time for and the date specified in the contract or as extended for the delivery of the material/services shall be deemed to be the essence of the contract and delivery must be completed not later than the date(s) so specified or extended:

20.3   In case of failure by firm to supply the goods/services within the delivery period stated in the purchase order, the Purchaser shall be at liberty to extend the delivery period on reasonable ground for extension of time. Any failure or delay on the part of Sub-Contractor shall be the sole responsibility of the bidder.

21.0   LIQUIDATED DAMAGES FOR DELAY IN DELIVERY.

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

21.1.2   In the event of tenderer's failure to supply the said items of acceptable quality and specifications within the original delivery period given in the purchase order, IRCTC shall be liberty to recover liquidated damages to be levied @ 0.5% of the order value per week or part thereof subject to a maximum of 10% of the total order value.

21.1.3   Encashment of the performance bank guarantee.

21.2   Liquidated damages shall be calculated on the total contract value comprising of value of complete equipment and installation & commissioning charges for a site. The supply shall be taken as complete only after the last installment of supply has been made.

21.3 After a delay of more than 8 weeks, IRCTC reserve the right to cancel the purchase order and buy the items from any other vendor, at bidder's risk and cost. Any losses caused to IRCTC on this account shall be recoverable from the bidder.

22.0 **GENERAL REQUIREMENTS**.

22.1 The tenderer must specify Item wise compliance to Technical specifications duly vetted by the respective OEMs or supported by technical brochures, duly endorsed by OEMs, for the offered products. The Model and Make of the offered product should be clearly specified.

22.2 No change of make or brand will be permitted after issue of purchase order. However, under extra-ordinary circumstances, viz, closure of supplier's business, discontinuation of brand/product in market, statutory ban on such brand/product, or Government legislation, the contractor may request in writing to IRCTC, a change in make/brand explaining the reasons in detail. The alternate brand should be at par or superior to the original offer and the contractor shall provide unequivocal evidence for "Nil adverse price implication to the purchaser". IRCTC shall be at liberty to accept or reject such request without any impact on the contract conditions.

22.3 The tenderer must pass on the standard OEMs' warranty which comes bundled with the purchased equipment wherever it is superior to the warranty specified in this tender document.

22.4 The tenderer shall ensure availability of spare and software updates/patches for a period of at least 05 years from the date of purchase order.

22.5 The tenderer along with OEM should make available the offered products, if desired during technical evaluation of bid for testing and benchmarking at CRIS, New Delhi.

22.6 Tenderer has to provide documentary evidence for back-to-back support agreement with the respective OEM along with the OEM.

22.7 The installation of the ordered Systems shall be carried out without disturbing the ongoing working of the existing system.

22.8 Detailed designs and drawings required for installation of equipment and the scheme of layout and connections required shall be submitted by the tenderer along with his offer.

22.9 Obtaining of licenses in addition to the existing licenses or any other statutory requirement for installation and working of all equipments shall be responsibility of the tenderer.

23.0 **PERFORMANCE CUM WARRANTY GUARANTEE BOND**

23.1 After receipt of purchase order the contractor shall furnish a Performance cum Warranty Guarantee (PWG) Bond from a Nationalized bank or from a Commercial Bank duly counter-signed by the Reserve Bank of India/State Bank of India, New Delhi or by any Nationalized Indian Bank. as per proforma attached (Annexure 8 of tender document Part-I) within 30 days of issue of purchase order for an amount equivalent to 10% of the value of the contract. The PWG Bond shall remain valid up to a period of 3 months beyond the last date of Warranty period for any goods supplied under the contract. In case of extension of delivery period, or the warranty period on any account, the contractor shall extend the period of PWG Bond by an equivalent period.

23.2 The purchase shall be entitled and it shall be lawful on his part to forfeit the amount of PWG Bond in whole or in part in the event of any default, failure or neglect on part of the contractor in fulfillment or performance of the contract in all respect of the contract under reference or any other contract with the purchaser or any part thereof to the satisfaction of the purchaser and the purchaser shall be entitled to deduct from the amount of PWG Bond any loss or damage which the purchaser may suffer or be put by any reason of or due to any act or other default recoverable

by the purchaser from the contract. The losses recoverable by the purchaser from the PWG Bond shall include all losses incurred by the purchaser during the warranty period on account of failure of equipment or delay in attending the equipment by the contractor during the warranty period as per stipulations of the contract.

23.3   The PWG Bond will be returned to the contractor without any interest on performance and completion of the contract which shall include installation, commissioning of complete equipment to be supplied under the contract and fulfilment of warranty obligations for the complete equipment in terms of the contract.

24.0   PAYMENT TERMS AND CONDITIONS

24.1   80% of the value of complete equipment supplied shall be paid by the purchaser on receipt of material by consignee   in good conditions and upon furnishing the following documents:

   i)   Certificate of receipt of complete equipment in good conditions by the consignees in terms of the contract.
   ii)   Pre-Inspection certificate by IRCTC or as laid down in the purchase order.

   iii)   Confirmation of the validity of PWG Bond of 10% of the value of contract for a period up to 3 months beyond the last date of warranty period.

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

   i)   Final Certificate of successful commissioning of complete equipment issued as per the inspection and acceptance procedure given in the purchase order.
   ii)   Confirmation of the validity of PWG Bond of 10% of the value of the contract for a period up to 3 months beyond the last date of warranty period.

   iii)   In case of delay in final commissioning beyond 3 months from the date of delivery, on account of reasons not attributable to the Supplier to be certified by IRCTC Project Manager, part payment may be claimed for the

       goods and services actually commissioned.

   iv)   In case of delay in final commissioning at any location beyond 6 months from the date of delivery on account of reasons not attributable to the Supplier, the balance of the 20 % of the cost of equipment remaining non-commissioned may be paid to the supplier against submission of an additional Bank Guarantee of an equal amount valid for minimum 12 months which shall be returned on completion of commissioning of the remaining equipment. The supplier will also be required to submit along with the bills, a commitment to complete installation and commissioning at such remaining locations on receiving a call from the consignee.

   v)   Any installation and commissioning charges and after-sales services will only be paid on delivery of actual services or at the end of after sales-service period, or, as defined in tender document part-II.

24.3   No interest shall be given by IRCTC on any part of payment.

25.0   WARRANTY.

25.1   Tenderer shall provide comprehensive warranty against all manufacturing defects for a period of 12 months from the date of complete commissioning or 18 months from the date of completion of supply of material which ever is minimum for all hardware & system software, Networking Equipment. The format for offering warranty by the tenderer is enclosed as Annexure -5 in Tender Document part -I.

25.2   In case of warranty period stated in tender document part-II is longer than 12 months, warranty shall be applicable for stated period from the date of complete commissioning or stated warranty period plus 6 months from the date of completion of supply of material.

26.0   INCOME-TAX

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

26.2   A certificate shall be provided by IRCTC to the bidder for any tax deducted at source.

27.   ENHANCEMENT OR REDUCTION OF QUANTITIES:

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

28.0   TERMINATION FOR DEFAULT.

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

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

ii   The vendor fails to perform any other obligation(s) under the contract.

29.0   SETTLEMENT OF DISPUTES AND JURISDICTION

29.1   The contractor shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim if made by the Contractor, after he shall have signed a "No Claim" certificate in favour of the Purchaser, after the contract is finally completed. The contractor shall be debarred from disputing the correctness of the items covered by "No claim" Certificate or demanding a reference of Arbitration in respect thereof.

29.2   Matters finally determined by the Purchaser: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the contract or after their completion and whether before or after the termination of the contract, shall be referred by the Contractor to the purchaser and the purchaser shall within a reasonable time period after their presentation make and notify decisions thereon in writing. The directions, classification, measurements, drawings and certificates with respect to any matter the decision of which is specifically provided for by these or other special conditions, given and made by the purchaser, or by the officer on behalf of the purchaser, are matters which are referred to hereinafter as "Excepted Matters" and shall be final and binding upon the contractor and shall not be set aside on account of any informality, omission, delay of error in proceeding in or about the same for any other ground or for any other reason and shall be without Appeal.

29.3   Demand for arbitration: In the event of any dispute or difference or differences between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties, on any matter in question, dispute or differences on any account, or as to the withholding by the purchaser of any certificate to which the contractor may claim to be

entitled to, or if the purchaser fails to make a decision within a reasonable time, then and in any such case, the contractor, till 90 days of presenting his final claim on disputed matters may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matters, which are in question, dispute or the difference, and only such dispute, or difference of which the demand has been made and no other shall be referred to arbitration.

29.4   The said Arbitration shall be referred to a sole arbitrator to be mutually appointed by the parties as per the provisions of Arbitration and Conciliation Act 1996. The Arbitration shall be conducted in accordance with Arbitration and Conciliation Act 1996.

29.5   In case the parties fail to appoint a sole Arbitrator within 30 days, the dispute shall be referred to a three-member Arbitral Tribunal. One member each shall be appointed by both the parties. They shall, within 30 days of their appointment, mutually decide on the name of third Arbitrator. Arbitration proceedings shall be deemed to commence in accordance with the Arbitration and Conciliation act 1996. The award of the Arbitrator shall be final and binding on the parties to this agreement. The seat of Arbitration shall be at New Delhi. The fees and expenses of the sole arbitrator or the Arbitral tribunal, as the case may be, and all other expenses of the arbitration shall be borne directly by the parties, subject to award of costs by the sole arbitrator or the Arbitral Tribunal.

29.6   "Settlement of dispute/Arbitration", The fees and expenses of the sole arbitrator or the Arbitration tribunal, as the case may be, and all other expenses of the arbitration shall be borne mutually by the parties , subject to award of costs by the sole arbitrator or the Arbitral Tribunal.

29.7   .

29.6   Upon every and any such reference, the assessment of costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

29.7   If the Contractor does not prefer his specific and final claims in writing, within a period of 60 days of receiving the intimation from the purchaser that the final bill is ready for payment, he will be deemed to have waived his claim(s) and the purchaser shall be discharged and released of all liabilities under the contract in respect of those claims.

29.8   **Obligation during pendency of arbitration:** Work/Purchases under the contract unless otherwise directed by the purchaser will continue during the arbitration proceedings and no payment due or payable by the purchaser shall be withheld, except payments involved in the dispute, on account of such proceedings provided, however, it shall be open for arbitrator or arbitrators to consider and decide whether or not such work should continue during arbitration proceedings.

29.9

29.10   Subject to as aforesaid, Arbitration and Conciliation Act 1996 and the Rules there under any statutory modification thereof shall apply to the Arbitration proceedings under this Article.

29.11   The jurisdiction for settlement of any disputes through Court under this contract shall be at Delhi.

30.0   FORCE MAJEURE

30.1   If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled

to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at his option, terminate the contract provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Successful tenderer at a price to be fixed by the purchaser with mutual consent which shall be final. All unused, undamaged and acceptable materials bought out components and stores in course of manufacture in possession of the Successful tenderer at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and goods as the Successful tenderer may with the concurrence of the Purchaser select to retain.

31.0 EVALUATION OF OFFERS:

31.1 Single bid tenders:

31.1.1 Final selection will be made on the basis of lowest cost from amongst the technically suitable tenders from bidders meeting the qualifying criteria. For the purpose of relative commercial ranking of offers, all-inclusive price for entire scope of the project and offered prices in the Rate Schedule as per Tender Document part-II, as well as any others costs seen to be arising as a part of offer due to taxes or duties based on the offer.

31.1.2 Additional features/enhancements offered by the tenderer, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids

31.2 Two bid tenders:

31.2.1 The Technical bids shall be opened first on the prescribed tender opening date and price bid shall be opened later, on a specified date which would be made known to the technically suitable tendering firms after technical evaluation has been completed so as to ensure that all offers are evaluated technically without bias.

31.2.2 For deciding inter-se position at the time of commercial evaluation, the prices of original price bid shall normally be considered. However, supplementary commercial bid prices shall also be taken into consideration for deciding the inter-se position in case of revised/upgraded specification/items whose revised prices have been called for from bidders. Final selection will be made on the basis of lowest cost from amongst the technically suitable bids for which the commercial bids are opened.

31.3 Three-Bid Tenders:

31.3.1 A Prequalification Bid shall precede the opening of Technical & Commercial Bids.

31.3.2 Bidders who clear the prequalification stage will be considered for Technical and Commercial Evaluation.

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

S.NO.	Activities	Value (In Rs.)	Action to be taken by
1	Procurement	5 crores and above	GGM/P&Q
2	Works Contracts	5 crores and above	Concerned GGM
3	Revenue contract for mobile trains	2 crores and above	Concerned GGM
4	IT contracts	2 crores and above	GGM/(IT)
5	Static Unit	1 crores and above	Concerned GGM

32.1. Integrity Pact will cover all stages of the contract i.e., from the stage of NIT to the stage of last payment or a still later stage covered through warranty/guarantee.

32.2. Two Independent External Monitors (IEMs) have been appointed by IRCTC after approval of CVC. The IEMs would be monitoring the contracts. There will be a provision in the contract which would bind both the parties signing the Integrity Pact, to the recommendations of the IEM, if any complaint regarding the contract is found substantiated.

32.3. A copy of the Integrity Pact to be signed is placed at Annexure-10.

32.4 Bidder will have to sign the Integrity Pact without any addition/deletion/modification by affixing his signature on each page of the pre signed copy of integrity pact for that tender, which will be a part of tender documents.

32.5 Any bids received without Integrity Pact duly signed by bidder shall be summarily rejected.

32.6 The signed Integrity Pact shall be the part of pre-qualification bid in a 3 packet tender and part of Technical bid in a 2 packet tender.

---**END OF DOCUMENT**---