

E-Tender for Powering Hotel Content on IRCTC Website/Apps



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

**Tender for Powering the Hotel Content on IRCTC Website and Apps
for Domestic and International
Hotels/Homestays/Camps/Tents, etc.**

CIN Number: L74899DL1999GOI101707

Website: www.irctctourism.com

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Last Date and Time of Submission	Upto12.03.2020 at 15:00 hrs.
Dated and Time of Opening of E-Tender	12.03.2020 at 15:30 hrs.
Address:	Group General Manager - IT Projects IRCTC, Internet Ticketing Centre, State Entry Road, New Delhi-110055

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1. TOP SHEET

(Brief Information about Tender)

Tender No.	Tender No.2018/IRCTC/TP/OT/Hotel Content/029
Tender Papers will be available from	Tender Document may be downloaded from XX.XX.2020 onwards from https://www.tenderwizard.com/IRCTC
Last date of receipt of Pre-Bid queries	Last date is XX.XX.2020& the pre-bid queries may be addressed in writing to JGM/IT, Internet Ticketing Center, State Entry Road, New Delhi- 110055 on https://www.tenderwizard.com/IRCTC or on Email:lakshmi@irctc.co.in , narvind2517@irctc.com
Pre-Bid Meeting	Pre-bid meeting on 20.02.2020 @ 11:00 hrs at IRCTC, Internet Ticketing Centre, State Entry Road, New Delhi- 110055
Last Date and Time of Submission of Tender	12.03.2020 @ 15:00 hrs.
Date and Time of Opening of Tender (Technical Bid)	12.03.2020 @ 15:30 hrs.
Date and time of Opening of Financial Bid	Shall be intimated subsequently
Address for Communication & Dropping of Tender	IRCTC, Internet Ticketing Centre, State Entry Road, New Delhi- 110055
Type of Offer	Two Packet Bid (Technical-Bid & Financial-Bid)
Tenure of the Contract	2 Years (24 months) plus extendable by 1 year
Earnest Money Deposit(EMD)	Rs.10 Lakhs (Rupees Ten Lakhs Only)
Performance Security Deposit (PSD)	10% of the Annual Quoted Price for the first year shall be payable to IRCTC by the successful bidder as PSD in the form of Bank Guarantee.
Required Financial	The minimum annual turnover of the bidder (Gross Transaction value) must be Rs.5 crore in last completed FY 2018-19 in the Domestic market
Required Work Experience	<ul style="list-style-type: none"> a) The bidder should have previous successful experience in supplying the hotel content via API solutions and submit the same in the requisite Annexure. b) The bidder should have implemented at least one such projects (live & working in B2B/B2C environment) of online hotel content supply to other websites at least for 2 years in the last 3 years. c) The web addresses of the same shall be indicated and screen printouts of the same may be attached in support thereof.

2. BID DOCUMENT PART-I

2.1 General Conditions of Contract (GCC)

General Conditions of Contract (GCC) are Part-I of this tender document.

2.2 Special Conditions of Contract (SCC)








The Special Terms of Contract (SCC) as laid down in bid document Part-II override the terms laid down in the GCC. All terms and conditions not specifically mentioned in the SCC shall be as laid down in the GCC.

3. BID DOCUMENT PART-II

3.1. SCOPE OF WORK, INSTRUCTIONS TO BIDDERS AND SPECIAL CONDITIONS OF CONTRACT (SCC)

[**Note to Bidders:** Please indicate your compliance to each clause on a copy of this document, and enclose it with your offer.]

4. DISCLAIMER

-  The information contained in this Tender is being provided by IRCTC for the limited purposes of enabling the bidders to participate and submit a Bid in response to this tender for powering hotel content on IRCTC website/apps (irctctourism.com). In no circumstances shall IRCTC, or its respective advisors, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this Tender, or the bidding process.
-  The objective of the Bid document is to provide the prospective Bidder(s) with all the relevant information to assist him for formulation of proposals or bids.
-  This tender may not be appropriate for all persons, and it is not possible for the IRCTC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements and information contained in this tender may not be complete, accurate, adequate or correct. Each bidder should therefore, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessment's, statements and information contained in this tender and obtain independent advice from appropriate sources.
-  Nothing in this tender shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however, so incurred by the bidders in connection with the preparation or submission of their bid. IRCTC reserves the right to amend this tender or its terms and any information contained herein or to cancel the bidding processor altogether abandon the project at any time by notice, in writing, to the bidders. Further, it may in no event be assumed that there shall be no deviation or change in any of the here-mentioned information.
-  The IRCTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.
-  Laws of the Republic of India are applicable to this Tender.
-  Each Bidder acceptance of delivery of this Tender constitutes its agreement to, and acceptance of the terms set forth in this disclaimer. By acceptance of this Tender, the recipient agrees that this tender and any information herewith supersedes documents or earlier information, if any, in relation to the subject matter hereof.

5. BACKGROUND

Indian Railway Catering and Tourism Corporation Ltd, a Public Sector Undertaking under *Ministry of Railways* is mandated to provide and enhance passenger, customer service verticals such as catering, Ticketing and Tourism. IRCTC tourism portal www.irctctourism.com provides a range of Travel & Tourism services to customers including all-inclusive Rail Tour Packages, Tourist Trains, Holiday Packages, Flight Packages, Hotel and Retiring Room Bookings & Cab Rentals. IRCTC, the biggest Govt. online travel platform in India, is seeking tie-ups with online hotel content providers, Hotel Aggregators. These platforms shall provide hotels in all the categories situated across India and abroad. The Hotel rooms will be sold through www.hotel.irctctourism.com through various links/tabs/banners and also across www.air.irctc.co.in, www.irctc.co.in, and also through IRCTC Tourism Facilitation Counters and Agents across India. IRCTC will facilitate the booking of Online Hotel rooms to its passengers through its Service Provider(s). IRCTC would like to facilitate the hotel business by tying up with reputed online hotel aggregators. IRCTC's website www.irctctourism.com presently has a section for online booking for hotels, retiring rooms.

IRCTC floats this e-tender to call upon online Hotel Aggregators, who can provide online hotel content and which will thereon enable IRCTC customers to book their hotel rooms online.

6. NOTICE INVITING TENDER

IRCTC invites E-tender from bidders for powering hotel content on IRCTC website/apps (irctctourism.com) for Domestic and International Hotels/Homestays/Camps/Tents, etc. as per the terms and conditions mentioned in the Tender Document for a period of 2 Years, which may be extended for another term of 1 year on satisfactory performance of work and at sole discretion of IRCTC subject to terms and conditions of the tender document.

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

For Indian Railway Catering and Tourism Corporation Limited

(Sandip Trivedi)
Group General Manager /IT-Projects

7. INSTRUCTIONS TO BIDDERS

- 1) The complete Bid document, along with all tender papers, must be submitted online through www.tenderwizard.com/IRCTC.
- 2) The Tender is not transferrable.
- 3) The intending bidders are advised to study the document carefully and acquaint themselves with the conditions therein as they shall form an integral part thereof.
- 4) The Tender document may be downloaded from the IRCTC's website (<http://www.irctc.com>)
- 5) This Tender Document can only be submitted/received online at <http://www.tenderwizard.com/IRCTC> only. No manual bids will be accepted.
- 6) To participate in the E-Tender, it is mandatory for the bidders to register themselves with M/s ITI. A detailed procedure for bidding is placed at www.tenderwizard.com/IRCTC. It may please be noted for submission of bid, Class-III digital signature is required.
- 7) The EMD shall be paid through e-payment facility available on e-tender portal <https://www.tenderwizard.com/IRCTC>.
- 8) The successful payment of SEMD through e-payment facility at e-tender portal <https://www.tenderwizard.com/IRCTC> is a condition precedent for submission of E-Tender.
- 9) The EMD 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.
- 10) The EMD of unsuccessful bidders shall be returned without any interest within 90 days after finalization of tender.

11) Benefits to Registered SSI/MSE firms

11.1. Ministry of Micro, Small and Medium Enterprises (MSME) vide letter no. 21(1)2011-MA dated 25.04.2012 has notified a new Public Procurement policy for 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) any other body specified by Ministry of Micro, Small and Medium Enterprises.

- (a) Issue of E-Tender form free of cost
- (b) Exemption from payment of Earnest Money
- (c) In E-tender, participating Micro and Small Enterprises quoting prices within in price band of L1+ 15% shall be allowed to supply a portion of requirements by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises can be together ordered up to 25% of the total tendered quantity.
- (d) Relaxation in 'Eligibility criteria of Bidders' as mentioned in this tender document for MSME firms

Note: Item no (c) of clause 11.1 indicated above will not be applicable for this tender as this work is on H1 basis and cannot be split.

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The above benefits except '(c)' shall be given only if the firm/company annexes with bid duly attested copy of a valid SSI/MSME registration certificate and the tendered item is mentioned in its SSI/MSE registration certificate.

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

Note: Above clause 11.2 will not be applicable for this tender as this work is on H1 basis and cannot be split.

- 11.3.** The SSI/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 11 above.
- 11.4.** The SSI/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.
- 11.5.** As per letter 21(17)/2016-MA dated 06.04.2018 of Ministry of MSME, declaration of UAM number by the vendor on CPPP is mandatory from 01.04.2018. All MSME bidders have to upload a document along with other credentials in IRCTC tender that they have declared UAM number on CPPP, failing which such bidders will not be able to enjoy the benefits as per PP Policy for MSMEs order, 2012.
- a. Complete tender document, including all Annexures, with supporting documents, shall be uploaded & digitally signed. Incomplete tenders are liable to be rejected.
 - b. The applicant should upload complete set of documents in support of Eligibility Criteria as mentioned in this Document.
 - c. All documents uploaded, in support of Technical Criteria should be digitally signed.
 - d. Corrigendum/Addendum to this Tender, if any, will be published on website www.irctc.com & www.tenderwizard.com/IRCTC. No newspaper press advertisement shall be issued for the same.
 - e. For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at tenderwizard.com.
 - f. At any time prior to the bid submission date, IRCTC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the bid document through the issuance of Addendum which will be given on IRCTC website www.irctc.com & www.tenderwizard.com/IRCTC not later than 4 days in advance to the last date of submission of tender. IRCTC may, at its discretion, extend the bid submission date.

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- g. The bid shall remain valid for a period not less than one hundred and twenty (120) days from the due date of submission (Offer Validity Period). Validity of bid may be extended for a specified additional period. **Offers with validity less than 120 days shall be considered as non-responsive and shall be summarily rejected.**
- h. For any difficulty in downloading and submission of bid documents on www.tenderwizard.com/IRCTC please contact at **Tender wizard helpline No. 011-49424365 or mobile No. 8800115628 / 8800107755.**
- i. Any failure on the part of bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- j. IRCTC reserves the right to award contract to any successful bidder at its discretion and this will be binding on bidders.
- k. The application document shall be submitted along with covering letter as per "Annexure-I".
- l. IRCTC may terminate the Contract if it is found that the bidder is black listed by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.
- m. It would be desirable that prior to the submission of bid, the bidder has made a complete and careful examination of the requirements and other information set forth in this bid document.
- n. IRCTC shall not be liable for any mistake or error or neglect by the bidder in respect of the above.
- o. The submission of any offer connected with this tender document shall constitute an undertaking that the Tenderer shall have no cause for and claim, against IRCTC for rejection of the offer. IRCTC shall always be at liberty to reject or accept any offer at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against IRCTC.
- p. Non-conformity: IRCTC may waive any minor nonconformity, or irregularity in a tender document that does not constitute a material deviation, provided such waiver does not prejudice:
 - a) One that limits in any substantial way the scope, quality, or performance.
 - b) One that limits, in any substantial way that is inconsistent with the tender documents, IRCTC rights or the successful bidders' obligations under the contract; and
 - c) One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.
- q. If a bid is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the bidder by correction of the nonconformity. IRCTC's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by IRCTC in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.
- r. During TenderEvaluation, IRCTC may at its discretion, ask the Tenderer(s) for clarification(s) regarding its tender and documents submitted. The request for clarification and its response shall be in writing and no change in the price or substance of the tender shall be sought, offered or permitted, in response.
- s. IRCTC reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages, which the bidder may incur in the process. The Bids can be rejected without assigning any reason.

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- t. The Tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be rejected.
- u. E Tender Processing Fee: - Nil.
- v. The Notice Inviting Tender and the enclosed Instructions to Tenderers, Standard Conditions, Special Conditions, Covering Letter Format and Financial Bid Format shall form part of Tender Documents.
- w. This tender document consists of 48 pages including index and one cover page.
- x. Documents submitted should be serially numbered on the top right hand corner of every page.
- y. IRCTC reserves the right to inspect establishments/ offices of the hotels by its officials or through any other agency as instructed by IRCTC. IRCTC also reserves the right to cancel the empanelment process at any time without assigning any reasons thereof.
- z. Incomplete application documents are likely to be rejected. Application document without proper stamp and sign on each and every page including the covering letter shall be considered as incomplete.
- aa. There is no restriction on the numbers of qualified agencies. Qualification solely depends on evaluation and fulfillment of specified Technical and Financial Eligibility Criteria.
- bb. Bidders are requested to submit their bids sufficiently in advance, to avoid last minute hurdles in participating in the e-tender.
- cc. The EMD of the successful bidder shall be set-off against the Annual Reserve Price quoted and payable by the shortlisted aggregator to IRCTC for the first year.

7.1 SUBMISSION OF BIDS

Submission of Bids should follow two packet systems as mentioned below:

- (a) Complete tender document, including all Annexures, with supporting documents, Technical Bid- Part A shall be uploaded along with Financial Bid- Part B, duly digitally signed by authorized signatory.
- (b) Tender Evaluation: The entire process of evaluation of the offers shall be in two stages, i.e., Technical Bid- Part A and Financial Bid- Part B.
- (c) The bidding process is completed with the issue of letter of award to the successful bidder by IRCTC.
- (d) Conditional/Telegraphic Bids/Physical Bids shall not be entertained. Photocopy/reproduction on party's letter-head is not permissible. Bids submission process will be ending as per prescribed schedule. After due date and time, submission of tender will not be possible.
- (e) Once the tender is submitted, only bid documents can be replaced or modified. Other relevant documents cannot be removed but addition of documents is possible within stipulated time.
- (f) The bidders may anytime withdraw their bids till the last date and time of submission; however, the bidder shall not be able to re-submit the bid thereafter. In case of withdrawal of bid, the tender processing charges, if any will not be refunded.

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- (g) If Bidder or any of its partner/s or sister concern, who have been debarred by IRCTC/Railways/CPSU Dept. shall also be debarred from participating in the future projects of IRCTC/Railway, during the period of such debarment.
- (h) All the tender papers submitted along with the Bid should be serially numbered on the top right hand corner of every page of the Tender Document.
- (i) At any time prior to the bid submission date, IRCTC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the bid document through the issuance of Corrigendum or Addendum which will be given on <https://www.tenderwizard.com/IRCTC> not later than 4 days in advance to the last date of submission of tender and shall be binding upon them. In order to give the bidders reasonable time where an Addendum is issued, or for any other reason, IRCTC may, at its discretion, extend the bid submission date.
- (j) IRCTC may terminate the contract, if it is found that the bidder is willful defaulter of bank/financial institution or blacklisted by any of the Government Departments/ Institutions / Local Bodies / Municipalities / Public Sector Undertaking, etc.
- (k) IRCTC reserves the right to reject any/all bids including the highest bid or withdraw the tender at any stage without assigning any reasons. Nothing contained herein shall confer right upon a bidder or any obligation upon IRCTC.
- (l) It would be desirable that prior to the submission of bid, the bidder has made a complete and careful examination of the requirements and other information set forth in this bid document.
- (m) All the pages of tender document consisting of should be duly digitally signed or physically signed and stamped by the authorized signatory of the applicant.
- (n) The GCC (Part-1 of the Bid document) should also be digitally signed or physically signed and stamped by the authorized signatory of the applicant.

7.2 PRE-BID QUERIES

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

7.3 TECHNICAL BID - PART A(Description)

Documents to be submitted online by the Bidders:

With the Technical bid – Part A.

- (a) All the details/relevant documentary evidences as per Technical Criteria (Annexures) with duly digitally or physically signed and stamped by the authorized signatory of the applicant.
- (b) Earnest Money Deposit is to be paid online through e-payment facility on <http://www.tenderwizard.com/IRCTC>. The total EMD amount to be paid online is mentioned on the top sheet of the Tender document.
- (c) The entire e-tender documents should be digitally signed and stamped on each page by authorized signatory.
- (d) The offer form (marked as Technical Bid – Part A), Annexure-I stamped, dated, and physically or digitally signed.
- (e) Documents to be submitted/uploaded by the bidder as laid down in the Eligibility criteria.

7.4 FINANCIAL BID- Part B (Description)

Document to be submitted online by the Bidders:

With the Financial bid – Part B.

1. The offer form (marked as Financial Bid – Part B), Annexure-II stamped, dated, and physically or digitally signed, clearly indicating the Annual Quoted Price for the first year to IRCTC in the financial bid as defined in the tender document.

a) **Value of the tender** is calculated as follows:

Year	ARP in lakhs	Incremental %	Yearly Increase	Incremental ARP	Remarks
1	50,00,000	-	-	50,00,000	
2	50,00,000	10	5,00,000	55,00,000	
3	55,00,000	10	5,50,000	60,50,000	Payable when the contract is extended by one more year
Value of Open Tender in Cr				1,65,50,000	

GST of 18% will also be applicable on over and above rates.

- b) **Minimum Annual Reserve price is Rs. 50,00,000 (Rupees Fifty Lakh only) excluding GST & all other applicable taxes for First Year.** The bidders shall be required to quote over and above the minimum annual reserve price for the first year. The quoted annual price for the second and subsequent years shall be 10% higher than previous year and will have to be deposited in 30 days prior to the beginning of next year, as illustrated above.

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- c) The bid is invited from the bidder on Minimum Annual Reserve price to IRCTC; whosoever is the bidder gives maximum **Annual Quoted Price for the first year** to IRCTC will win the tender.
- d) The bidder shall provide the read-only access of actual campaign executing dashboard for cross-checking of the IRCTC team.
- e) The **Annual Quoted Price quoted** for the first year plus GST shall be paid to IRCTC by the successful bidder within 30 days from the date of issue of letter of award.
- f) The bidder is required to pay non-slab wise commission figure as stated hereunder during the currency of the contract:

The commission payable to IRCTC on the gross amount collected for all hotel bookings done through IRCTC & its various channels will be said as under:

- Domestic: 15 % plus GST on bookings consumed.
- International: 10 % plus GST on bookings consumed.

Note: The Commission will only accrue for consumed bookings made through the Bidder on the IRCTC Website, Apps and other channels. The Commission will as well be applicable on the cancelled bookings/cancellation charges, except the scenario where zero refund is applicable on the booking. The partial cancellation would be commissionable on a pro-rata basis.

- g) The commissions payable to IRCTC for the consumed bookings, by the successful bidder will be set-off against the Annual Quoted Price paid for the given year.
 - i. Where the commissions payable to IRCTC are below the Annual Quoted Price paid for the given year, the Annual Quoted Price will hold good.
 - ii. Where the commissions payable to IRCTC are above the Annual Quoted Price paid for the given year, the actual commissions earned for the given year will be payable to IRCTC over and above the Annual Quoted Price.
- h) All payments shall be collected by IRCTC through its own Payment Gateway or through PG's authorized by IRCTC or by IRCTC Offices or as per arrangement between the bidder and IRCTC. The parties would do a reconciliation of the accounts and payments collected from customers on a monthly basis. **Bidder shall raise invoices to IRCTC on a monthly basis.** IRCTC shall process these invoices and make payments to the bidder within 15 days of receiving of the invoice by IRCTC (on the following month). TDS and any other statutory deduction will be applicable as per the Income Tax Rules or under any other law time being in force, applicable from time to time.
- i) **Performance Security Deposit (PSD)**
 - 1. The successful bidder shall deposit **10% of the quoted Annual Quoted Price** for the first year with IRCTC as PSD along with the acceptance of Letter of Award (LOA).
 - 2. The successful bidder shall furnish **PSD in the form of an unconditional and irrevocable bank guaranteed drawn on any scheduled bank** in favor of "Indian Railway Catering & Tourism Corporation Ltd." payable at New Delhi, as per the details mention in the top sheet of the tender document. **PSD shall remain valid for a period of 12 months beyond the contract period.**
 - 3. After 15 days of the successful completion of last check out (booking consumed), Performance Security Deposit shall be refunded/returned to the bidder after deduction of any loss or damage which IRCTC may have suffered due to non-compliance of terms and conditions and or loss damages due to delay/negligence on the part of bidder. The request from the bidder may be sent for the same or on the mutually agreed terms and conditions.

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4. IRCTC reserves the right to **forfeit** the **Performance Security deposit**, completely, partially or to an extent as decided by IRCTC, in the event of failure to execute the work within reasonable time period. IRCTC reserves the right to debar the bidder for period of one year depending on the extent of failure and enter into agreement with the next bidder.

7.5 EVALUATION OF OFFERS

- (a) The entire process of evaluation of the offers shall be in two stages:

Stage 1: Tender will be opened on the scheduled Date and Time as prescribed in the top sheet of the tender document. Scrutiny of Technical Bid- Part A will be done by Tender Committee as per laid down “ELIGIBILITY CRITERIA FOR THE BIDDER” of the tender document. The financial bid of only those bidders shall be opened who are shortlisted in Stage-I.

Stage 2: Following scrutiny of Technical Bid- Part A by IRCTC, Financial Bid- Part B of only those parties will be opened who are found eligible as per laid down criterion.

- (b) The financial bids submitted by the bidders will remain valid for One hundred and twenty (120) days from last date of submission of the bid.
- (c) The date and time of opening of the Financial Bid-Part B shall be intimated to the shortlisted Bidders and shall be opened at such appointed date and time in the presence of those bidders or their representatives who choose to be present.
- (d) The Procedure being followed is as under:
 - (i) The suitability of the bidder shall be evaluated based on the evaluation of the document submitted by bidder sufficing the eligibility criterion.
 - (ii) The financial bid of the technically qualified bidders will be opened and such bidders will be ranked as H1, H2, H3, etc. on the basis of their bids (in the descending order, i.e., H1 being the bidder with the highest annual quoted price to IRCTC, followed by H2 with the next highest annual quoted price to IRCTC and so on).
 - (iii) **The successful bidder would be selected on the basis of highest annual price quoted to IRCTC for the supply of online hotel content, otherwise found eligible.**
 - (iv) **In case, two bidder(s) bid for same value then the Indian based bidder will be given the preference under “Make in India”.**
 - (v) **In case, two bidder(s) bid for same value and both are India based then the bidder having the maximum experience in the industry will be given preference.**
 - (vi) **GST of 18% will be charged extra and should be borne by the bidder.**
 - (vii) In case of extension of the contract also, annual quoted price will be calculated as per the same terms and condition of the tender document, as detailed in clause 7.4.
 - (viii) After determining ***the successful bidder(s)***, ***IRCTC shall issue a Letter of Award (LOA)***. The successful bidder(s) shall submit letter of acceptance along with Performance Security Deposit within the period as specified by IRCTC. In case bidder fails to accept the offer of award of contract, his/her EMD shall be forfeited and the firm shall be debarred from participating in future tender of IRCTC or a period of one year, whichever is earlier.
 - (ix) IRCTC shall not be liable for any mistake or error or neglect by the bidder in respect of the above.
 - (x) No bid shall be modified or withdrawn by the bidder after the bid submission date. Withdrawal of a bid during the interval between bid submission date and expiration of the bid validity period would result in forfeiture of the EMD.

- (xi) If it is discovered at any point of time that the bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this bid, the bid will be cancelled by the IRCTC. In such an event, the bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.

7.6 LANGUAGE OF PROPOSALS

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

7.7 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 all requisite documents.
- (e) 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.
- (f) If Integrity Pact duly signed by the bidder is not submitted at the time of submission of the tender.

8. SCOPE OF WORK

The successful bidder is required to supply domestic & international online hotel content via API integrations for IRCTC Website and Apps for Domestic and International Hotels/Homestays/Camps/Tents, etc.

The scope of work is as follows:

8.1 Fulfillment Support: Bidder is supposed to provide all the fulfillment of the hotel bookings done.

In order to ascertain the capability of the bidder, details on the following pre-requisites must be provided:

- i. Number of in-house operation and sales staff for managing online hotel booking must be more than 50.
- ii. Handling of post sales queries.
- iii. Explain and processing of Cancellations and Refund.
- iv. The fulfillment of booking will be responsibility of the service provider. In case of Non-fulfillment of booking or customer complaint, IRCTC reserves the right to put penalty on Aggregator, which it may deem fit.
- v. Notifications – System should support notifications to customers for various activities via Emails, SMS and other medium.
- vi. Secure Payment Gateway interface with multiple banks, compliant with RBI directives for online payments of goods/services, supplier payment settlements, etc.
- vii. The **“Go-Live” date should not be more than 45 days from the time of LOA** and should be mutually decided and recorded.
- viii. Regular updates, upgrades, offers in the platform should be carried out to meet the market demand.
- ix. Responsive and adaptive Hotel content to be provided on www.hotel.irctctourism.com.
- x. For customer reference and quality, the name of the Hotel should be displayed to the passenger while booking along with the amenities and facility available in the Hotel. For example, Lift Available/Not Available, Room service, Meal plan, etc. available in the price.
- xi. API for consumption of the Booking should be provided for reconciliation process.
- xii. **COD booking should also be allowed in the API.**

8.2 Call Centre Support (both pre-sales & post-sales): Bidder is required to provide call center for IRCTC branded support to the users, the inbound fulfillment support both on e-mails and phones through a dedicated telephone number (inclusive of all logistic costs related to it). IRCTC would only provide the support for the payment related issues or escalations.

8.3 Other Synergies: The bidder should be willing to enter into other mutually beneficial possibilities like powering the hotel content for IRCTC tour packages (Group Tours & FIT packages) across India and selling of IRCTC tour packages on commission basis or B2B /B2C model.

8.4 Technical Support in Integration: Bidder is required to provide Tech support for integration on API on different IRCTC platforms and other related support required by IRCTC from time to times

8.5 Marketing: Bidder will provide IRCTC with creative content, banners, blogs, etc for its marketing activities for promotion of Hotels and will also launch promos /discounts/offers for increase in selling of the Hotels.

8.6 Reviews and Ratings: Bidder shall arrange to integrate the reviews, ratings and feedback received from the customers in the application on real time basis.

8.7 Scope Special Terms

- 1) **Price Parity and Discounting Flexibility:** IRCTC would be provided price parity with front end B2C channel of the content provider, i.e., Customer websites/App. It will also allow IRCTC the flexibility of discounting, underpricing or over-pricing the rates, permitting the IRCTC to offer discounts on hotel bookings, eg. vouchers to be redeemed against tickets. The bidder should be willing to build this logic in the business rule engine on IRCTC site. IRCTC may also be eligible for any promotions, cashback offers, discounts or any other promotion offers made available on the front end of the Bidder Website based on mutual understanding.
- 2) IRCTC hereby undertakes that it will use the online hotel content of the Bidder(s) during the tenure of the tender for Online Hotel booking only. The exceptions under this tender shall be as follows:
 - i. The properties and content that have been contracted and acquired by IRCTC (eg. Ginger Hotel/Rail Yatri Niwas, Retiring Rooms, etc.) and displayed on the www.irctctourism.com or other IRCTC sites. This will include both existing and future ventures of IRCTC.
 - ii. The properties fully or partially owned by public sector (State & Central Govt.) where IRCTC's online hotel offering makes an automatic choice for the public good.
 - iii. Alternate stays like Home stays, Tents, Palaces, etc. with whom IRCTC may enter into contract.
 - iv. Successful bidder(s) shall assist IRCTC for the automation & creating business and technical logic for the above mentioned exceptions.
- 3) The information provided by the Bidder on all IRCTC Website pages must be reasonably complete and accurate. IRCTC reserves the right at all times to disclose any information as IRCTC deems necessary to satisfy any applicable law, regulation, legal process, or Government request after informing the Bidder of the same.
- 4) The booking voucher shall carry a confirmation number as agreed with Bidder. It would be obligatory on the part of the Bidder to make sure the voucher/booking is honored at all Hotel locations. It would also be obligatory on Bidder to extend similar procedure, terms & conditions and rules on all IRCTC Hotel customers, as bidder would follow with its customers, on its website. All voucher/communication issued should be co-branded.
- 5) Payment by the user to IRCTC for booking of Hotels may be made online by Credit/Debit Card, Internet Banking, Cash Card, Wallets, Rolling Deposit Scheme, etc. or payment can be made by Cash/DD/Cheque at IRCTC's Offices/TIFCs. Bidder needs to provide secure payment gateway services which meet all the statutory compliances.
- 6) The Bidder would be liable to bear all the extra charges & upgrades in case of Booking Bounce or Hotel/Room sold out for the customer booked with IRCTC. The fulfillment of delivery of booked and confirmed services lies with bidder. IRCTC have right to take action against the bidder/aggregator(s) or levy the penalty in such cases or cases with customer complaints;

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where customer institutes any proceedings against IRCTC, the concerned Bidder would be liable to make good all the losses incurred by IRCTC as a result of those proceedings, including the cost of defending the proceedings.

- 7) The responsibility for ensuring confirmed hotel accommodation to the booked guests, either in their hotels or alternate hotels, vests with the Bidder in case of tech/database failures resulting in loss of data and or IT logs. Where customer institutes any proceedings against IRCTC, the Bidder would be liable to make good all the losses incurred by IRCTC as a result of those proceedings, including the cost of defending the proceedings. "Wherever booking cannot be cancelled online, IRCTC/Customer would advise the Bidder(s) via an email or SMS, details of which will be provided by the Bidder.
- 8) The communication to the customer will be with Logo of IRCTCTourism and powered by the bidder.
- 9) The Bidder is duty bound to refund the cancellation amount to IRCTC as per the agreed terms. IRCTC would adjust the cancellation amount with the previous dues on monthly reconciliation.
- 10) If the Bidder fails to comply with the terms & conditions of the agreement, IRCTC shall follow an escalation matrix as provided by the Bidder(s). This is without prejudice to any other action that IRCTC may take.
- 11) If the customer availing the hotel services makes any claims of any nature against IRCTC for services agreed and extended by Bidder, then the Bidder hereby agrees to deal with the claims and settle it.
- 12) As Corporate entities, the Bidder shall not be eligible for cross -selling of any of its products while interacting with any customers, which have been introduced by IRCTC. Cross - selling would be defined as Bidder's attempt to solicit business from the customer of IRCTC in any manner.
- 13) IRCTC may offer the bidder to sell its property, viz., Hotels/Guest House/Retiring Room/ Lounge, etc. on bidder's platform on mutually agreed terms & conditions.

8.8 Deliverables of IRCTC

1. Tabs	a) irctctourism.com b) air.irctc.co.in
2. Home Page Banners (one banner in flip mode)	a) irctctourism.com b) air.irctc.co.in c) irctc.co.in
3. Banner	a) Relevant pages on Tourism site (Bedroll, Accommodation, Cabs, E-wheelchair)
4. Mailer	Passengers database (Payment for the mailer to be made by bidder)
5. Banner on Ticket Print, as feasible	a) Train Ticket b) Flight Ticket
6. Contextual Banner, as feasible	a) Train Search page b) Train confirmation page c) Air confirmation page
7. Banner on Mobile	a) Tourism App

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App	b) Air App
8. SMS	Target passengers SMS as per request of bidder (Payment for the SMS to be made by bidder)
9. IRCTC Mobile APP	Mobile App or Hotel App integration with Tourism App based on feasibility.
10. IRCTC Tourism Facilitation Counters	Banner display of the hotels for awareness and selling, Banners to be provided by the bidder.
11. Travel & Tourism Agents	Communication and selling through IRCTC Travel & Tourism agents.
12. Call Centre Selling	a) 139 (Call Centre) b) 1800110139 (Tourism Call Centre)

9. SPECIAL TERMS AND CONDITIONS OF TENDER

9.1 GENERAL

- (a) Tenure of Contract: The tenure of the contract shall be for a period as mentioned in the Top Sheet of the tender document. The period may be further extended for a period of one year or part thereof at the sole discretion of IRCTC subject to the same terms and condition of the tender document.
- (b) Annual Quoted Price: This amount will be calculated on yearly basis as per the Clause 7.4(Financial Bid) of “Instruction to Bidders”, for the extended period of the contract also, bidder is required to pay as per the same terms and conditions. GST and any other taxes as applicable shall be borne by the bidder.
- (c) IRCTC reserves the right to amend this Tender or its terms and any information contained herein or to cancel the Bidding Process at any time by notice, in writing, to the Bidders. Further, it may in no event be assumed that there shall be no deviation or change in any of the herein-mentioned information.
- (d) The terms of contract mentioned in this tender document are special terms of contract. The terms of Contract as laid down in this document override the terms laid down in Part-I of the Bid Document, i.e., GCC (General Conditions of Contract). All terms and conditions not specifically mentioned in the tender document shall be as laid down in the GCC.

9.2 PAYMENT TERMS

- (a) General Term: It is bidder’s responsibility to comply with all tax related laws, payment of GST for all payments made to IRCTC including the payment of annual quoted price that shall be made on annual basis.
- (b) Performance Security Deposit (PSD) is payable as per clause 7.4 (i) (Financial Bid) of Instructions to Bidder.
- (c) Payment Schedule:
 - (i) LOA = IRCTC shall issue a Letter of Award (LOA) to the successful bidder.
 - (ii) Letter of Acceptance along with Performance Security Deposit (PSD) = within 30 days from the issue of Letter of Award.
 - (iii) IRCTC will raise the invoice for Annual Quoted Price on annual basis and payment shall be made by bidder within 15 days from the date of invoice. In case payment is delayed more than the prescribed time limit, then IRCTC reserves the right to charge 18% interest per annum.
 - (iv) Time period to make the system online (Go-Live) = 45 Days from date of LOA.
 - (v) Time period of signing of contract/agreement between two parties = 45 days from LOA, but before date of Go-Live.
 - (vi) IRCTC reserves the right of charging interest @18% per annum, if the payment of PSD is not made within 30 days from LOA.
 - (vii) If all dues are not made within 60 days from the issue of Letter of Award, IRCTC reserves the right to cancel the contract.

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- (viii) Recovery of outstanding amount: IRCTC reserves the right to recover any outstanding dues from the bidder by adjusting the same against EMD & Performance Security Deposit (PSD) of the bidder or any amount payable to the bidder either under this contract or any other contract.
- (ix) Mode of Payment: Annual Quoted Price, PSD and any other payments to IRCTC shall be payable through Online Bank transfer only.

9.3 CONDITIONS GOVERNING THE PERFORMANCE OF THE CONTRACT

- a) All notices to be given on behalf of IRCTC and all other actions to be taken by IRCTC may be given or taken on behalf of IRCTC by GGM/IT- Projects or any other officers for the time being entrusted with such functions, duties and powers by IRCTC.
- b) The information provided by the Bidder must be reasonably complete and accurate. IRCTC reserves the right at all times to disclose any information as IRCTC deems necessary to satisfy any applicable law, regulation, legal process, or Government request after informing the Bidder of the same.
- c) In case of operational exigency, in order to handle critical situations; IRCTC reserves the right to stop the supply of online hotel content, only after informing the bidder about the same.
- d) IRCTC reserves the right to inspect establishments of the selected party.
- e) The bidder shall not sublet or assign the contract or appoint any sub-contractor to carry out any obligation under the contract in any manner.
- f) The Bidder shall indemnify/compensate IRCTC fully in respect of losses/damages/claims/demands if any, occurred due to negligence of the bidder. The loss/damage so occurred will be assessed, calculated and levied after investigation / inquiry by authorized representatives of IRCTC.
- g) COMPLIANCE WITH OTHER ACTS: The Bidder shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's Compensation Act, Minimum Wages Act and Other Labour Welfare Act, etc. in respect of its personnel.
- h) The Bidder shall indemnify IRCTC against any loss, damage or liabilities arising as a result of any action of omission or commission on Bidder part or on part of Bidder personnel or in respect of non-observance of any statutory requirement or legal requirement/dues of any nature.

9.4 TAXES AND OTHER STATUTORY DUES

- a) The annual quoted price payable under this contract will be exclusive of applicable national, state or local sales or use taxes or value added tax or service tax or goods and services tax ('Taxes') that IRCTC is legally obligated to charge under the applicable legislation. If at any time the credit for Taxes is denied to IRCTC or payment of Taxes is sought from bidder due to, but not limited to, issuance of a deficient invoice, or default in payment of Taxes or non-compliance of applicable laws.
- b) The bidder(s) shall pay the applicable service tax/GST to IRCTC which IRCTC shall pay to Government of India. If at any time the credit for Taxes is denied to IRCTC or payment of Taxes is sought from bidder(s) due to IRCTC, but not limited to deficient TDS certificate, or default in payment of TDS or non-compliance of applicable laws and regulations by bidder.
- c) Bidder(s) may deduct or withhold any taxes that bidder(s) may be legally obligated to deduct or withhold from any amounts payable to IRCTC under this contract, and payment to IRCTC as

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reduced by such deductions or withholdings will constitute full payment and settlement to IRCTC of amounts payable under this contract.

- d) Throughout the Tenure of this contract, Bidder/IRCTC will provide IRCTC/Bidder with any forms, documents, or certifications, including Permanent Account Number/TAN as may be required for bidder(s) to satisfy any information reporting or withholding tax obligations with respect to any payments under this contract.

9.5 Non-Disclosure Agreement:

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

9.6 Termination of Contract:

- a) IRCTC reserves right to terminate this contract by giving a 3 months' notice to the Bidder; and in the aforesaid event, IRCTC will be liable to refund the PSD and the residual quoted price calculated on pro-rata basis, after recovering the dues, if any.
- b) Bidder with the approval of IRCTC can withdraw from this contract by giving 3 months' notice to IRCTC with suitable reasons and in the aforesaid event; IRCTC will not be liable to return the PSD.
- c) In the event of default, IRCTC may issue a notice of 30 days to remedy or make good such breach. In spite of such notice in writing, if Bidder fails to remedy the breach reasonably, it shall be lawful for the IRCTC to terminate the contract with forfeiture of PSD. The licensee should be debarred from participating in Tenders floated by IRCTC during the whole 1 year. The decision of IRCTC shall be final and binding on the bidder.
- d) IRCTC shall be entitled to terminate the contract forthwith without any notice in case of serious and repeated defaults.
- e) Any of the following events shall constitute Event of Default by the bidder:
- i. Inordinate delay in fixing acknowledged errors in the website, apps, etc.
 - ii. Consistent problems on the online hotel content.
 - iii. Repeated customer complaints.
 - iv. Non-resolution/repeated delays in resolution of the customer complaints.
 - v. Delayed of Refunds process for more than 5 days.
 - vi. Incorrect commercial statements.
 - vii. Delay in payment, commission or any other payment to IRCTC.
 - viii. Wrong MIS reporting or wrong data in Dashboard.
 - ix. Usage of IRCTC hotel booking data for any other commercial usage other than servicing the booking.
 - x. The Bidder or, if a firm, any partner in the Bidder being at any time be adjudged insolvent or a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any insolvency Act for the time being in force or make any conveyance or assignment of his interest or enter into any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under the partnership Act or, in the event of Bidder being a company, if the company shall pass any resolution to be wound up either compulsorily or voluntarily.
 - xi. The bidder has unlawfully repudiated or has otherwise expressed an intention not to be bound by the terms and conditions of the tender document and/or award of contract.

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- xii. The Bidder being convicted by a court of law under the provisions of criminal procedure code or any other law.
 - xiii. Any other act which is against the interest of IRCTC.
 - xiv. Non-compliance of any of the clauses detailed in Annexure titled "Service Quality".
 - xv. Intentional delay in response to IRCTC Query/Complaints, etc.
- f) Bidder and IRCTC have agreed that upon expiry or termination of this project, both parties shall pay the other amounts due and payable at the date of termination. Payment shall be made within a maximum period of 45 days.

9.7 Settlement of Dispute/Arbitration

- a) In the event of any dispute arises between the parties or in connection with this agreement including the validity thereof; the parties hereto shall endeavor to settle such dispute amicably in the first instance, in accordance with the following matrix.
- The authorized representatives of each party will discuss and attempt to resolve the dispute within a period of 30 days from the occurrence of the event.
 - The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the parties hereto after following the escalation matrix in the manner set forth above, gives a notice to this effect, to the other party in writing. Thereafter, such dispute shall be resolved in the matter set forth below:
 1. In the case of any dispute, controversy or claim arising out of or relating to this agreement or any matter or issue arising there from which is unresolved by amicable settlement (Dispute); it shall be resolved in accordance with Arbitration and Conciliation Act, 1996. Such dispute shall be referred to the sole arbitrator to be mutually appointed by the parties as per the provisions of Arbitration and Conciliation Act, 1996.
 2. In case, the parties fail to appoint sole Arbitrator within 30 days; the dispute shall be referred to a three-member Arbitral Tribunal. One member each shall be appointed by both the parties. They shall, within 30 days of their appointment, mutually decide on the name of third Arbitrator. Arbitration proceedings shall be deemed to commence in accordance with the Arbitration and Conciliation Act, 1996. The award of the Arbitrator shall be final and binding on the parties to this agreement. The venue of the Arbitration shall be New Delhi. The fees and expenses of the sole arbitrator or the Arbitration Tribunal, as the case may be, and all other expenses of the arbitration shall be shared by the parties. The Arbitrator fee shall be
Paid in accordance with circular dated 18.10.2019.

9.8 Corrupt Practices:

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

- a) Defines, for the purpose of this provision, the terms set forth below as follows:

- “corrupt practice” means the offering, giving, receiving or soliciting or anything of value to influence the action in the procurement process or in contract execution; and
- “Fraudulent practices” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of IRCTC.

9.9 Breach of Contract:

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

9.10 Intellectual Property:

- a) Each Party acknowledges that, as between the Parties, the other Party owns all right, title and interest in and to such other Party's IPR, whether presently existing or later developed by such other Party. Nothing herein shall give either Party any right, title or interest in any of the other Party's IPR, or, except as provided herein, any right to use any of the other Party's IPR in any manner. For the purpose of this clause, “IPR” means intellectual property rights including, but not limited to, patents, copyrights, designs, trademarks, service marks, data, know-how, trade secrets, trade names, inventions, whether registered, unregistered and any applications for the same.
- b) The IPR of each Party shall, at all times during the term of this project and thereafter, remain the sole and exclusive property of that respective Party. Either Party shall not use any IPR of the other Party without its prior written permission in relation to any communication/advertisement. Nothing contained in this project shall constitute an agreement to transfer or license or to grant IPR of either Party to the other Party.

9.11 Taxes and Other Statutory Dues:

Prices and rates set out in this project are exclusive of applicable national, state or local sales or use taxes or value added tax or service tax or goods and services tax (“Taxes”) that IRCTC is legally obligated to charge under the applicable legislation. IRCTC should raise a valid tax invoice under applicable law(s) and regulations within the prescribed time limit. IRCTC may charge and Bidder will pay any applicable Taxes, provided that such Taxes are stated separately on the valid tax invoice that IRCTC provides to Bidder. If at any time the credit for Taxes is denied to Bidder or payment of Taxes is sought from Bidder due to, but not limited to, issuance of a deficient invoice, or default in payment of Taxes or non-compliance of applicable laws and regulations by IRCTC; IRCTC shall indemnify Bidder against any denied credits or Taxes recovered as well as any interest and penalties imposed on Bidder.

Any further additional state/central government indirect tax levy that may come in future will also be paid by Bidder. If at any time the credit for Taxes is denied to IRCTC or payment of Taxes is sought from IRCTC due to deficient TDS certificate, or default in payment of TDS or non-

compliance of applicable laws and regulations by Bidder; Bidder shall indemnify IRCTC against any denied credits or Taxes recovered as well as any interest and penalties imposed on IRCTC.

9.12 Compliance of Laws:

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

9.13 Assignment:

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

9.14 No Agency:

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

9.15 Jurisdiction of Court:

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

9.16 Force Majeure:

In the event of any unforeseen events or conditions not reasonably within the control of affected party during the currency of agreement which includes but not limited to Fire, Flood, Typhoon, Earthquake, Explosions, War (declared or undeclared) Acts of Terrorism, Sabotage, Embargoes, Blockage, Acts of Government Authorities, Riots or any other Cause beyond the control of the parties, the Bidder(s) shall, immediately from the commencement thereof notify the same in writing to IRCTC with reasonable evidence thereof. In that eventuality, the parties are not liable for any loss or damage to other party.

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

10. ELIGIBILITY CRITERIA FOR THE BIDDERS

These conditions need to be sufficed MANDATORILY by the bidder for the submission of the bid.

S N	Parameter	Qualifying Criteria	Credentials to be Submitted
1	Company Existence	Bidder should be Private/Public company registered under Companies Act, 1956 or a registered firm.	Self-Attested Certificate of Incorporation/ Registration Certificate.
2	Online Hotel Business	Bidder should be in the business of Online Hotel booking for the last 3 years.	Undertaking for the purpose need to be submitted – Annexure-VII.
3	Corporate PAN Number and GST Number	The bidder should provide Company PAN number and GST number or its equivalent registered number relevant in their country where the company registered.	Copy of PAN Card and GST Certificate issued by the respective Govt. Dept. or its equivalent. Registered Number/Certificate Copy issued by the respective countries Govt. Dept.
4	Financial Turnover	<p>Bidders Annual Turnover (gross transaction value) for 2018-19 must be more than Rs.5 crore from Hotels business in the Domestic market</p> <p>For MSE bidders: Annual turnover (gross transaction value) of the company for 2018-19 should be minimum Rs.1 crore from Hotels business in the Domestic market</p>	<p>Audited Annual reports, clearly specifying the Annual Turnover or Chartered Accountant Certificate and GST Return of last 3 years i.e., 2016-17, 2017-18 & 2018-19</p> <p>For MSME Bidders only (in addition to annual audited financial or CA certificate as specified above):</p> <p>a) Duly attested copy of valid SSI/MSME registration certificate with items mentioned in the SSI/MSE registration certificate.</p> <p>b) Document along with other credentials from MSME bidders declaring that they have declared UAM number on CPPP are to be submitted.</p>

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5	Net Worth	The net worth of the Bidder must be more than Rs.25 Lakhs as on 31.03.2019 .	<ol style="list-style-type: none"> Chartered Accountant certificate for the last completed financial year 2018-19. Solvency Certificate from a Nationalized or a Scheduled commercial bank not older than six months.
5	No fraudulent practices or blacklisting	Bidder should not be currently blacklisted or have been blacklisted with any Government of India agency/PSU during the last two financial years. The bidder should not have defaulted on any Bank/Financial Institutions.	Declaration to be given by bidder's authorized signatory in the letter head of the bidder.
6	Technical/ Customer Support	<p>Bidder should have a dedicated 24X7 support team for supply/maintenance of online hotel content solution on optimum basis to handle all types of issues (technical and non-technical) encountered during the life time of project.</p> <p>Reporting solution provided by bidder must be transparent in terms of revenue generation.</p>	An undertaking in the letter head of the bidder to provide a 24X7 dedicated support team to handle technical and non-technical, customer issues.
7	Online Hotel Inventory	<ol style="list-style-type: none"> Bidder should have an online inventory of minimum of 5000 hotels on their own contracted hotels. Bidder should have hotels inventory in more than 50 major cities across India. Inventory should cover all category hotels. (Budget to Five star, minimum 30 hotels in each category). Bidder should have Inventory in 10 International destinations with minimum 500 hotels. (Budget to five star, minimum 10 hotels in each category). Details of sub-contracting, if any, for sourcing of inventory, should be furnished. 	An undertaking in the letter head of the bidder stating the availability of Online Hotel Inventory.

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		<p>e) The bidder must have online bookable inventory of price range starting from Rs.500/- onwards in major A+ cities, preferably near Railway Stations.</p> <p>f) The bidder will be responsible for the website uptime and effective running of all the links on real-time basis.</p>	
8	Experience in Online Hotel Engine Integration	<p>1. Bidder should have previous successful experience in supplying the hotel content via API/Web services.</p> <p>2. Bidder should have implemented a minimum of one project (live & working in B2C environment) of online hotel content supply to other websites at least for 2 years in the last 3 years.</p> <p>(The name of the hotel should be displayed to the passenger while booking, for customer reference and quality/reference check. The amenities and facilities available in the hotel need to be clearly mentioned. For example, lift available/not available, meal plan, extra bed supplement charges, inclusion or exclusion of taxes, etc.).</p>	<p>1. Project experience Documents/Work order/Invoice copy/Client certificate.</p> <p>2. The web addresses of the site shall be submitted along with clearprint screenshots of the same to be enclosed in support of experience in supplying the hotel content via API/Web services. The process flow of the proposed content supply should also be enclosed.</p> <p>For MSME Bidders only– They should have implemented a minimum of one project (live & working in B2C environment) of online hotel content supply to other websites at least for One year in the last 2 years.</p>

Note: Non-submission of any of the mandatory documents shall make the bid non-responsive and may be rejected.

11. QUALIFICATION DOCUMENT CHECKLIST, FORMATS & ANNEXURES

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

S. No.	Item	To be filled by bidder (Document placed-page number in bid)	Reference for format/content to be provided
1	Offer Form- Technical Bid Part-A		Annexure– I
2	Bidder's Information		Annexure – II
3	Undertaking Certificate for Company Existence (No format is available).		Annexure – III
4	Solvency Certificate From a Nationalized Or a Scheduled Commercial Bank.		Annexure – IV
5	Net Worth Certificate from a Chartered Accountant (No format is available).		Annexure – V
6	Audited Annual Reports of last 3 Financial years, specifying the Annual Turnover or Chartered Accountant Certificate.		Annexure – VI
7	Experience in supplying online hotel content.		Annexure – VII
8	Service Quality Assurance		Annexure – VIII
9	An undertaking in letter-head to provide dedicated support team.		Annexure – IX
10	Declaration by the Bidder's authorized signatory in the letter-head certifying that bidder is not blacklisted with any Government of India Agency/PSU.		Annexure –X
11	Integrity pact (Non judicial stamp paper worth of Rs.100/-).		Annexure –XI
12	Technical Bid		Annexure –XII
13	Financial Bid		Annexure –XIII

 The Bidders are required to submit their completed Bids in all respects, & in terms of

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the instructions specified in the Tender Document along with all Annexure before the specified Bid Due date.

- ✚ The Bidders should satisfy the eligibility criteria mentioned in the Tender Document and submit including the Tender Document.
- ✚ Here, the undertaking refers to letterhead of the Bidder or indirectly through its parent entity, wherever applicable.

11.1 Annexure – I

OFFER FORM – TECHNICAL BIDPART – A

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

Ref: Tender No.2018/IRCTC/TP/OT/Hotel Content/029

Sir,

1. I/We hereby offer our bid for providing online hotel content solution as per the criteria and instruction to bidders mentioned in the tender document and as per T&C as indicated in the Tender.
2. I/We hereby submit that an amount of Rs. _____ {Mention in figures (words in braces)} has been transferred to IRCTC vide NEFT/RTGS No. _____ towards Earnest Money Deposit.
3. I/We agree to keep our offer valid for 120 days from the date of opening of the bid; and shall be bound by a communication of acceptance offer, notwithstanding that a formal contract may be signed at a later date.

Signature of the authorized signatory:

Name & Designation of authorized signatory:

Name of the Firm/Company (with seal):

Address of the Firm:

Mobile/Contact Details:

Date:

11.2 ANNEXURE – II

BIDDER'S INFORMATION

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

Signature of the authorized signatory:

Name & Designation of authorized signatory:

Name of the Firm/Company (with seal):

Address of the Firm:

Mobile/Contact Details:

Date:

11.3 ANNEXURE – III

UNDERTAKING CERTIFICATE FOR COMPANY EXISTENCE

(Self-Attested Certificate of Incorporation required)

11.4 ANNEXURE-IV

SOLVENCY CERTIFICATE FROM A NATIONALISED OR A
SCHEDULED COMMERCIAL BANK

This is to certify that to the best of our knowledge and information, M/s
....., having their registered office at, a customer of
our bank, is a reputed company with a good financial standing and can be treated as solvent to the extent of
Rs.....

This certificate is issued without any guarantee or risk and responsibility on the Bank or any of its officers.

Signature with date
Bank Manager's Name: (Name of Officer issuing the
Certificate)
Name, Address and Seal of the Bank/Branch

Note: Banker's Certificate should be on letter-head of the Bank.

11.5 ANNEXURE-V

NET WORTH CERTIFICATE ISSUED BY CHARTERED ACCOUNTANT

11.6 Annexure – VI

**AUDITED ANNUAL REPORTS, SPECIFYING THE ANNUAL TURNOVER
OR CHARTERED ACCOUNTANT CERTIFICATE**

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

DO HEREBY SOLEMNLY AFFIRM AND DECLARE AS UNDER: -

That the aforesaid Company/Establishment (s) have annual turnover (i.e. Gross Transaction Value) for the last three financial years is detailed below. The turnover pertains to supply of online hotel content solution on various Websites/Mobile App, in any locale (includes non-India geographies as well).

<u>FY</u>	<u>Annual Turnover</u>	<u>Remarks</u>
<u>2016-17</u>		
<u>2017-18</u>		
<u>2018-19</u>		

Enclosure (If Any): CA Report

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

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Mobile/Contact Details:

Date:

11.7 ANNEXURE-VII

EXPERIENCE IN SUPPLYING THE HOTEL CONTENT VIA API

S.No.	Details of online project of hotel content supplied to other websites (at least two)	Whether print screen attached

This is to certify that the online hotel content solution provided by the above firm has satisfactorily performed.

Enclosure (If Any):

Signature of the authorized signatory:

Name & Designation of authorized signatory:

Name of the Firm/Company (with seal):

Office Address of the Firm:

Mobile/Contact Details:

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Date:

11.8 ANNEXURE-VIII

SERVICE QUALITY ASSURANCE

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

Default	Resolution
Check in related issue	<p>The Bidder fulfillment team shall offer the following remedies to IRCTC: -Customers in case of issues with checking in and / or booking confirmation details, as the IRCTC customer support team does not speak to the hotel at any point, that are a direct result of unavailability of bookings that have been confirmed to Bidder. In addition to any one of a, b or c below; Bidder shall also fulfill the conditions mentioned (last option) on a reasonable endeavor basis.</p> <p>a) Make the original hotel available. (If possible).</p> <p>b) Upgrade to a higher category room type at no extra cost to the IRCTC Customer. (Eg: Standard room -> Deluxe room) in the same hotel if available change to a similar category hotel after seeking the customer's consent at no extra cost to IRCTC and/or the customer in a hotel other than the original cost to IRCTC and/or the customer. Upgrade to a higher category hotel on seeking the customer's consent at no extra cost to IRCTC and/or the customer.</p> <p>c) If the customer does not wish to take any of the above choices; a 100% refund will have to be processed to the customer in good faith in three working days; only as long as service is not utilized.</p> <p>d) Claims, if any, to be borne by the bidder.</p>
Connector Downtime	<p>a) Bidder shall inform IRCTC of its planned downtime by giving them a written notice of 02 working days. The total amount of downtime shall not exceed 1% in a month (the bidder would ensure minimum 99% uptime).</p> <p>b) In case of unplanned downtimes beyond the control of the Bidder, they shall on a reasonable endeavor basis resolve the same with highest priority.</p>
Inventory	<p>a) Bidder shall ensure that a minimum of 5000 hotel rooms in 50 cities are made available to IRCTC at all times.</p>
Legal Expense	<p>c) In case of Customer availing online hotel booking services using IRCTC website makes any claims of any nature against IRCTC for services agreed, bidder shall be responsible for payment of all such claims decided mutually or by the Court of Law.</p>

This is to certify that the online hotel content solution provided by the above firm will provide and ensure the Service Quality Assurance mentioned above.

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

11.9 ANNEXURE-IX

AN UNDERTAKING TO PROVIDE DEDICATED SUPPORT TEAM

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

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

DO HEREBY SOLEMNLY AFFIRM AND DECLARE AS UNDER:

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

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

Enclosure (If Any):

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

11.10 ANNEXURE-X

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

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

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

DO HEREBY SOLEMNLY AFFIRM AND DECLARE AS UNDER:

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

Enclosure (If Any):

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

11.11 ANNEXURE –XI

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the integrity pact) is made on day of month of2019, between, on one hand, the Indian Railway Catering & Tourism Corporation Limited (IRCTC) acting through GGM/ITP, IRCTC designation of the officer, (hereinafter called the “PUBLISHER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by Name & Designation of the Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PUBLISHER proposed to provide online hotel content on IRCTC websites and apps for Domestic and International Hotels/Homestays/Camps/Tents, etc.and the BIDDER/Seller is willing to offer/has offered the online hotel content and

WHEREAS the BIDDER is a private company/Public company/Government undertaking / partnership /registered export agency, constituted in accordance with the relevant law in the matter and the PUBLISHER is a Ministry / Department of the Government of India/PSU performing its function on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the PUBLISHER to obtain the best rates for online hotel content at a best possible price in conformity with the locations defined by IRCTC by avoiding the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other

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corrupt practices and the PUBLISHER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this integrity Pact and agree as follows:

1. Commitments of the PUBLISHER

- 1.1 The PUBLISHER undertakes that no official of the PUBLISHER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third Party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The PUBLISHER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the PUBLISHER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PUBLISHER with full and verifiable facts and the same is prima facie found to be correct by the PUBLISHER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PUBLISHER and such a person shall be debarred from further dealing related to the contract process. In such a case while an enquiry is being conducted by the PUBLISHER the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair, means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, and material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PUBLISHER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PUBLISHER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

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- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The BIDDER further confirms and declares to the PUBLISHER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PUBLISHER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PUBLISHER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the PUBLISHER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PUBLISHER, or alternatively, if any relative of an officer of the PUBLISHER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by BIDDER at the time of filling of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PUBLISHER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on his subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money Deposit

5.1 While submitting technical bid, the bidder shall deposit an amount (to be specified in the tender) as Earnest Money Deposit/Performance Security Deposit, with the PUBLISHER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favor of "Indian Railway Catering and Tourism Corporation Limited" payable at "New Delhi".
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PUBLISHER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PUBLISHER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the tender).

5.2 The Performance Security Deposit shall remain valid upto a period of 12 months beyond the contract period or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PUBLISHER, including warranty period, whichever is later.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PUBLISHER to take all or any one of the following actions, wherever required: -

- (i) To immediately call-off the pre-contract negotiations without assigning any reason or giving any compensation to BIDDER. However, the proceedings with the other BIDDER (s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Upfront Cash / Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PUBLISHER and the PUBLISHER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the PUBLISHER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PUBLISHER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and Performance Security Deposit/Warranty Bond, if furnished by the BIDDER, in order to recover the payments, already made by the PUBLISHER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER, The BIDDER shall be liable to pay compensation for any loss or damage to the PUBLISHER resulting from such cancellation/rescission and the PUBLISHER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the PUBLISHER.

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- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the PUBLISHER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PUBLISHER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The PUBLISHER will be entitled to take all or any of the action mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PUBLISHER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that he/she shall not sell or offer to the sell the product/products of identical description to any organization, such as, any department of Central Government or any department of State Government or any statutory undertaking of the Central or a State Government or a PSU, as the case may be, at a share higher than the share chargeable under this Contract, till the currency of Contract.

In case the suppliers sells or offers to sell the product or any product of identical description, during the currency of the contract, at a share higher than this contract to any organization such as any department of Central Government or department of State Government or any statutory undertaking of the Central or State Government or a PSU, then the difference in the cost would be refunded by the bidder to the PUBLISHER.

8. Independent Monitors.

- 8.1 The PUBLISHER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PUBLISHER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PUBLISHER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and

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unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-contractor(s) with confidentiality.

- 8.7 The PUBLISHER will provide sufficient information to the Monitor about all meetings among the parties related to the Project; such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of PUBLISHER /Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the PUBLISHER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PUBLISHER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER, and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PUBLISHER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the PUBLISHER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one of several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at on

PUBLISHER
Name of the Officer
Designation
Dept./MINISTRY/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

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Witness

1. _____

2. _____

Witness

1. _____



2. _____

* Provisions of these clauses would need to be amended /deleted in line with the policy of the PUBLISHER in regard to involvement of Indian agents of foreign suppliers.

11.12 ANNEXURE –XII

Technical – Bid

(To be filled up by the Bidder online)

 Indian Railway Catering and Tourism Corporation Ltd.					
Technical Bid					
Tender No.		Tender No.2018/IRCTC/TP/OT/Hotel Content/029			
Description		Tender for Powering the Hotel Content on IRCTC Website and Apps for Domestic and International Hotels/Home-stays/Camps/Tents, etc.			
Name of Bidder					
S. No.	Item	To be filled by bidder (Document placed-page number in bid)	Reference for format/ content to be provided	Submitted (Yes/No)	Remarks
General Information					
1	Offer Form - Technical Bid Part-A		Annexure – I		
2	Bidder's Information		Annexure – II		
3	Undertaking Certificate for Company Existence (No format is available).		Annexure – III		
4	Solvency Certificate From A Nationalized ora Scheduled Commercial Bank.		Annexure – IV		
5	Net Worth Certificate from a Chartered Accountant (No format is available).		Annexure – V		
6	Audited Annual Reports of last 3 Financial years, specifying the Annual Turnover or Chartered Accountant Certificate.		Annexure – VI		
7	Experience in supplying online hotel content.		Annexure – VII		
8	Service Quality Assurance		Annexure – VIII		

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9	An undertaking in letter-head to provide dedicated support team.		Annexure – IX		
10	Declaration by the Bidder's authorized signatory in the letter-head certifying that bidder is not blacklisted with any Government of India Agency/PSU.		Annexure – X		
11	Integrity pact (Non judicial stamp paper worth of Rs.100/-).		Annexure – XI		
NOTE:					
1	The Bidders are required to submit their completed Bids in all respects, & in terms of the instructions specified in the Tender Document along with all Annexure before the specified Bid Due date.				
2	The Bidders should satisfy the eligibility criteria mentioned in the Tender Document and submit including the Tender Document.				
3	Here, the undertaking refers to letterhead of the Bidder directly or of its or indirectly through its parent entity, wherever applicable.				

11.13 ANNEXURE –XIII

Financial – Bid (PART-B) (To be filled up by the Bidder online)

<u>FINANCIAL BID</u>			
Tender No.		Tender No.2018/IRCTC/TP/OT/Hotel Content/029	
Description of Work		Tender for Powering the Hotel Content on IRCTC Website and Apps for Domestic and International Hotels/Home-stays/Camps/Tents, etc.	
Name of Bidder			
S.No.	PARTICULARS (Minimum Annual Reserve Price is Rs.50,00,000/- for 1st Year)	ANNUAL QUOTED PRICE TO BE FILLED BY THE BIDDER (EXCLUDING GST)	
		Rates in Figures (In Rs.)	Rate in Words
1	1st Year		
<u>Note:</u>			
1	Based on the Annual Quoted Price offered by the bidder, subsequent years Annual Price will be computed by IRCTC.		
2	In case of discrepancy in the amount quoted in figure and words, the amount quoted in words will be taken into consideration.		

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3	GST at applicable rates will also be charged over and above IRCTC share.
4	If the quote offered is less than Minimum Annual Reserve Price, it shall be rejected.