

e-Tender for Push Notification on IRCTC owned and operated Web/App INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.



CIN Number: U74899DL1999GOI101707

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Last Date and Time of Submission	Upto 12-03-2020 at 15:00 hrs.
Dated and Time of Opening of 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. NOTICE INVITING E-TENDER (NIT)

1. E- tender on behalf of the IRCTC, is invited under Two Bid System viz. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies to implement Push Notification on IRCTC owned and operated Websites and Mobile Apps for communicating about IRCTC products and services along with sending commercial advertisement as per the terms and conditions mentioned in this e-Tender Document for a period of one Year from the date of contract, which may be extended for another one year at the sole discretion of IRCTC.

Tender Requirement
Push Notification for IRCTC owned and operated websites and Mobile Apps

2. **Accessibility of Tender Document:** Tender No: IRCTC/Push Notification/Tender/File No 1112 can be obtained by downloading it from the website <https://www.tenderwizard.com/IRCTC>.
3. **Schedule:**
Date of issue of Bid Document: Bidders can download the Bid Document from XX-xx-2020 from <https://www.tenderwizard.com/irctc> or www.irctc.com by using proper credentials.

Last date for submission of Pre-bid queries:	Pre-bid queries may be send to IRCTC on or before 15.02.2020 by way of writing to GGM/ITP IRCTC, Internet Ticketing Center, State Entry Road, New Delhi-110055 or through mail to manishapathania@irctc.co.in, mtewari@irctc.co.in
Pre bid meeting:	Pre-bid meeting on 18.02.2020@ 11:00 hrs. at GGM/ITP IRCTC, Internet Ticketing Centre, State Entry Road, New Delhi- 110055
Last Date & time for receipt of tender:	12.03.2020 @ 15:00 hrs.
On-line opening of Tender (Technical bids):	12.03.2020 @ 15:30 hrs.
Date and time of Opening of Financial Bid for technically qualified bidders:	Will be intimated later.
Address of opening the tender:	GGM/ITP, IRCTC, Internet Ticketing Centre, State Entry Road, New Delhi- 110055.
Tender Value:	Rs 1.8 crores (Rupee One crore and eighty lakhs)
Earnest Money Deposit(EMD):	Rs. 1.8 Lakhs (Rupees One Lakhs eighty thousand only) is to be paid online using e-Payment facility available on IRCTC/E-Tender portal.
Advance Payment:	As per the IRCTC share of the Yearly Total Minimum Business Commitment quoted by the Bidder.
Security Deposit	10% of Yearly Total Minimum Business Commitment to IRCTC.

Minimum average annual financial turnover during last 3 Financial Years (F.Y.2016-17, F.Y.2017-18 and F.Y 2018-19)	Rs. 2.7 Cr (Rupees Two Crores and Seventy Lakhs Only) Audited Annual reports/Profit & Loss Statement clearly specifying the Annual Turnover or Chartered Accountant Certificate clearly stating the turnover of previous 3 financial years i.e. F.Y.2016-17, F.Y.2017-18 and F.Y 2018-19 supplied by ST/VAT/GST Returns.
Relevant Project Experience	The Bidder should have minimum 2 years' experience in sending push notification and have successfully delivered at least 30 crores push notification per month for atleast 3 times.

4. Submission of Tenders: The bid along with the necessary documents should be uploaded in <https://www.tenderwizard.com/irctc> portal as per guidelines mentioned in the portal. Tender is to be submitted only online in two bid systems i.e. (i) Technical bid and (ii) Financial bid in the prescribed format. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed in clause "Documents for evaluation of bid".
5. The Department reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason. The decision of GGM/ITP IRCTC in this regard shall be final and binding on all.
6. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/ register before participating in the tender through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.

(Sandip Trivedi)
Group General Manager /IT-Projects

2. 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 Push notification on IRCTC owned and operated Website and Mobile App. 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 e-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 Bidders 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.

3. BACKGROUND

Indian Railway Catering and Tourism Corporation Ltd, a Public Sector Undertaking under Ministry of Railways founded in 1999 with beliefs to improve customer service verticals such as catering, ticketing and tourism. IRCTC aims at to be a technology driven customer oriented company through constant innovation and human resource development. When IRCTC unveiled its online portal in 2002 www.irctc.co.in, few could have foreseen the groundbreaking impact of this invention. It initiated its on-line ticketing facility though without much experience in IT and owing to the specific background it inherited a broad and comprehensive outlook encompassing a technological development perspective to enable RAIL reservations subsequently tour packages, hotels, airlines, retail for ease to the citizens of the country. IRCTC leads the category of travel e commerce with the largest transaction share and dollar share. It has achieved a tremendous growth in e-ticketing since inception with an increase from 27 tickets to 13,45,593 tickets per day.

IRCTC offers opportunities to reach out to an exclusive registered user base of over 6.58 Crore Credit worthy, Internet savvy customers spread out over the country and all over the world. IRCTC websites www.irctc.co.in, www.irctctourism.com provides a range of products and services like rail tickets, travel & tourism services to customers including all Inclusive Rail tour Packages, Tourist Trains, Holiday packages, Hotels etc. IRCTC also sells air ticket through its website www.air.irctc.co.in. IRCTC has also started e-catering service exclusively for passengers travelling in trains where they can book preferred meal through its On-line website www.ecatering.irctc.co.in.

Marketing strategy in association with public and private agencies, tour operators, transporters, hoteliers and local tour promoters is on the anvil for organizations to increase their revenue. Indian Railways span global volumes in hospitality and catering sectors with services provided to 23 million passengers every day. IRCTC would like to provide best value deal and high level of service to its customers with the objective of expanding its customer base and monetize the IRCTC owned and operated Websites and Mobile Apps.

4. ABOUT PUSH NOTIFICATIONS

IRCTC is one of the largest ecommerce players in the travel space with a very strong consumer reach and in-depth understanding of consumer demographics. IRCTC (Indian Railways Catering & Tourism Corporation Ltd.) hosts an e-commerce online ticket booking Website and Mobile App with global recognition.

Internet access on Website and mobile applications have become an essential part of everyday activities in the industrialized countries. It is used for easy access of services such as health, education, transport, navigation, shopping etc. Applications are so smart that they are communicating with the server almost in real time. This is done by maintaining a constant connection between the application and the server, which is achieved through push notification. Push notification systems are designed to fulfill gap of maintaining communication so that the application gets notified once new information is available in the server.

Push notifications appear as alert-style messages on the home screen of a user's device may be laptop, computer and mobile device. The user does not need to have the web browser or mobile app open or running to receive a notification from that app. Push notifications with a unique opportunity to engage and communicate with their users, when used correctly. Push notification are available through all operating systems. Push notifications provides with a unique opportunity to engage and communicate with their users, when used correctly.

5. INSTRUCTIONS TO BIDDERS

- ✚ The e-Tender is not transferable.
- ✚ The intending bidders are advised to study the document carefully and acquaint themselves with the conditions therein as they shall govern the operations and shall form an integral part thereof.
- ✚ The tender document may be downloaded from <https://www.tenderwizard.com/irctc>.
- ✚ The EMD shall be paid through e-payment facility available on e-tender portal <http://www.tenderwizard.com/IRCTC>.
- ✚ The EMD through other mode shall not be accepted and bid shall be summarily rejected.
- ✚ 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.
- ✚ The EMD of bidders shall be returned without any interest within 90 days after finalization of tender.
- ✚ The successful bidder shall be intimated about the Award of License within 150 days of opening of bid.
- ✚ This Tender Document duly signed digitally can only be uploaded online at <http://www.tenderwizard.com/IRCTC>.
- ✚ To participate in the e-Tender, it is mandatory for the bidders to register themselves with M/s ITI and a digital signature will also be required. A detailed procedure for bidding is placed at www.tenderwizard.com/IRCTC.
- ✚ The applicant should also upload complete set of documents in support of Eligibility Criteria as mentioned in the tender document, duly digitally signed by authorized signatory.
- ✚ Incomplete tender/tender with deficient documents are liable to be rejected
- ✚ The Tender is subject to exclusive jurisdiction of court at New Delhi.
- ✚ For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at tenderwizard.com helpdesk no. 011-49424365, 08800115628, 08800107755

5.1 DEFINITIONS:

- a) **YTMBC**: Yearly Total Minimum Business Commitment (YTMBC) means a total minimum business, which the bidder quotes in tender and commits to IRCTC per year, irrespective of the actual business generated in that year.
- b) **Bidder**: " Bidder" means a company or firm who participates in this tender and submits its bid.
- c) **Letter of Award (LOA)**: Written confirmation of an award of a contract to a successful bidder, stating the details of contract, the award date, and when the contract will be signed and other related details.

5.2 SUBMISSION OF BIDS

Submission of Bids should be done online through E-Tender process in two stages as mentioned below:

- a) The Technical Bid- Part A including all Annexure along with supporting documents, shall be uploaded online under Technical Bid option.
- b) The Financial Bid- Part B, shall be filled online by the bidder under Financial Bid option.

- c) Do not upload Financial bid under Technical bid option.
- d) The bidders may anytime withdraw their bids till the last date and time of submission; however, the bidder shall not be able to re-submit the bid thereafter.
- e) If Bidder or any of its partner/s or sister concern, who have been debarred by IRCTC/Railways/CPSU dept. then Bidder shall also be debarred from participating in the future projects of IRCTC/Railway/CPSU and shall not be eligible to participate in any tender, during the period of such debarment.
- f) The bidder is also being required to sign and upload the Pre-Contract Integrity pact as per the format provided by IRCTC.
- g) At any time prior to the bid submission date, IRCTC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the bid document through the issuance of Corrigendum or Addendum. The same shall be published on <http://www.tenderwizard.com/IRCTC>.
- h) Since Bids are to be given online, once submitted would be binding on the Party and any subsequent re-upload/alteration/amendment will not be entertained.
- i) IRCTC may terminate the contract, if it is found that the bidder is willful defaulter of bank/financial institution or black listed by any of the Government Departments/ Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.
- j) 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.
- k) 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.
- l) Tender Evaluation will be done as defined in evaluation of bid section.

5.3 PRE-BID QUERIES

- a) A Pre bid meeting will be organized as per the date, time and address provided in the 'NIT' to answer the queries, if raised by the bidders.
- b) The bidders must submit their queries online or in writing by the date indicated in the 'NIT' to clarify any doubts or concerns.
- 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 as per the deadline. Corrigendum or addendum regarding this Tender, if any, will be published on the IRCTC website <http://www.tenderwizard.com/IRCTC>.

5.4 TECHNICAL BID- PART A

Documents to be submitted online by the Bidders:

With the Technical bid – Part A.

- All the digitally signed details/relevant documentary evidences as per Technical Criteria (Annexures) should be uploaded by the authorized signatory of the applicant. Refer “Evaluation Criteria for Bidder” for the list of documents required to be submitted for Qualifying the technical bid criteria.
- Earnest Money Deposit (if applicable) 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 in the NIT of the Tender document.
- The offer form (marked as Technical Bid – Part A), Annexure-I stamped, and signed.
- Documents required as per clause “Evaluation Criteria for Bidder”.

5.5 FINANCIAL BID- PART B

The Financial bids of only Technically Qualified Bidders would be opened. The Financial Bid should be filled online only as per the format provided in the Annexure. No deviations from this format will be accepted.

Points to note: -

The bid is invited from the bidder on yearly total minimum business commitment (YTMBC) to IRCTC as per Table A, and the bidder who gives highest YTMBC to IRCTC will win the tender.

- The percentage of the revenue share will depend on business range on which YTMBC quoted by the bidder fall. It means, if the bidder quoted 4.2 Cr YTMBC to IRCTC then % of revenue share to the bidder will be 25% but if the bidder quoted YTMBC of Rs. 9.1 Cr then % of revenue share to the bidder will be 40%.

Table A

Slab No.	Business Range (INR in Crore)	% Revenue Share to Bidder
1	>1.8 Cr to <=3 Cr	20%
2	>3 Cr to <=5 Cr	25%
3	>5 Cr to <=7 Cr	30%
4	>7 Cr to <=9 Cr	35%
5	> 9 Cr	40%

- The minimum bid value is more than Rs. 1.8 Cr and Bid below or equal to Rs. 1.8 Cr will not be entertained.
- If the bidder quoted YTMBC of Rs. 4 Cr and achieved business of Rs. 8 Cr then there is an option of incremental share on all the subsequent business ranges on which actual business falls. But % revenue share will start from business range on which YTMBC falls. It means on the business generated over and above quoted YTMBC by the bidder, incremental slab achieved over and above YTMBC will be applicable.

Let's understand this with example:

if bidder bids 4 Cr and brings business of Rs. 10 Cr then revenue sharing will be on the incremental slab earned as per the calculation shown below (reference Table A),

- As 4 Cr YTMBC fall in the business range is >3 Cr to <=5 Cr i.e. Slab 2, where share is 25%. So for incremental sharing this will be considered as base slab and for first 5 Cr the share will be 25%.
- For next 2 Cr i.e. slab 3, business range is >5 Cr to <=7 Cr, share shall be 30%

- For next 2 Cr i.e. slab 4, business range is >7 Cr to <=9 Cr, share will be 35%.
- Finally, for remaining 1 Cr the slab 5, business range > 9 Cr, share will be 40%

Detailed calculation shown below for information:

Achieved Business	% Revenue Share to Bidder on per achieved business	Calculated Revenue Share for Bidder
First 5 Cr	25%	1.25 Cr
Second 2 Cr	30%	0.60 Cr
Third 2 Cr	35%	0.70 Cr
Rest 1 Cr	40%	0.40 Cr
Total: 10 Cr	-	2.95 Cr

- d) % of Revenue share to IRCTC = 100% - (minus) % of revenue share to the Bidder as per the above defined slabs.
- e) IRCTC share of the YTMBC quoted by the bidder shall be deposited with IRCTC in the form of **advance payment**. The advance payment shall be deposited in the form Demand draft/Online Bank transfer as per the bank details provided by IRCTC, in favor of IRCTC Ltd Payable at New Delhi.
- f) **Security Deposit:** For the winning bidder, in addition to the above, 10% of the YTMBC shall also be deposited by the bidder in the form of security deposit (through Demand draft/Online Bank transfer). The Security deposit shall remain valid up to a period of 3 months beyond the last date of the contract period. The security deposit will be refunded without any interest following the validity period, after adjusting outstanding amount, if any.
- g) If the YTMBC quoted by the bidder, for example is Rs. 4 Cr then bidder needs to deposit **advance payment** of Rs. 3 Cr (Rs 4 Cr * 0.75% <IRCTC Share>) and **Security deposit** of Rs. 40 lakhs.
- h) The bidding value should be in positive numbers only.
- i) Tender value is Rs. 1.8 Cr.
- j) IRCTC may pass audience of IRCTC (non-personal data) for the advertisement but only at the sole discretion of IRCTC.
- k) GST if applicable will also be charged on all campaigns.
- l) The bidder shall also require to share the original release order of the campaign executing through Push Notification for better transparency.
- m) The terms of payment are defined in clause 7.3 Payment Terms of the Tender document.

5.6 EVALUATION OF BID

The bids received from the firms would be evaluated on the basis of their Technical and Financial competencies. Evaluation Committee will carry out technical evaluation of each eligible bidder as per the Technical criteria mentioned in clause "Evaluation Criteria of Bidder". Financial bids of only technically qualified bidders will be opened.

The following is the evaluation process/criteria that will be applied for all the received proposals.

- 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 NIT of the tender document. Scrutiny of Technical Bid- Part A will done by Tender

Committee as per laid down “Evaluation Criteria of Bidder” of the tender document. In case of any confusion in the uploaded document, IRCTC may also ask for additional clarification/information from the bidders after receipt of bids.

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

- (b) The financial bid of the technically qualified bidders will be opened and such bidders will be ranked as H1 (Highest-1), H2, H3, etc. on the basis of their Bid Value in descending order. For Example, the bidder quoting highest YTMBC will be H1 and the bidder quoting second highest YTMBC will be H2 and so on.
- (c) The H1 will be considered as the winning bidder, if found eligible by IRCTC.
- (d) The financial bids submitted by the bidders will remain valid for One hundred and fifty (150) days from the last date of submission of the bid.
- (e) The date and time of opening of the Financial Bid – **Part B** shall be intimated to the shortlisted Bidders, if found eligible in technical bid and shall be opened at such appointed date and time in the presence of those bidders or their representatives, who choose to be present
- (f) In case, two bidder bid for same value then the Indian based bidder should be given the preference under “Make in India”.
- (g) In case, two bidder bid for same value and both are India based then the bidder having the maximum experience should be given the preference.
- (h) In case of extension of the contract also, revenue will be calculated as per the same terms and condition of the tender document.
- (i) After determining the successful bidder, IRCTC shall issue a Letter of Award (LOA). The successful bidder shall submit letter of acceptance along with 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 any type of advertisement tender of IRCTC for a period of three years.
- (j) IRCTC shall not be liable for any mistake or error or neglect by the bidder in respect of the above.
- (k) 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.
- (l) 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 paid amount.

5.7 DISQUALIFICATION

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

- a) Proposal is not accompanied by all mandatory documents.
- b) 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.

6. SCOPE OF WORK

6.1 SUMMARY

Currently bookings on IRCTC have crossed daily figures of 8 lakhs average tickets per day, while the number of users who daily access the website and mobile app is more than 1.2 Cr. IRCTC wants to engage an established company/ MNC/ Startup/ private/ public/ Government company for the purpose of sending Push Notifications about IRCTC owned products and services along with commercial Advertisement on IRCTC owned and operated Websites and Mobile Apps.

6.2 SERVICES PROVIDED BY THE BIDDER

- a) Bidder will provide a complete technology platform on IRCTC owned and operated Websites and Mobile Apps for sending Push notifications. The Push notification content can be Generic, Specific, Targeted, Segmented or commercial Advertisement content.
- b) Bidder can send maximum 4 push notifications per day per user. Ideally, 2 notifications should be send about IRCTC internal and partners' products and services and other 2 push notifications should be used for sending commercial advertisement. However, IRCTC reserves right to either increase or decrease permissible push notification per day as per business requirement or directives from Govt., or policies being administrated by Google Play store or any such applicable organization.
- c) Bidder should provide Dashboard to send, monitor, control notifications and should also have the reporting feature to track notifications statistics, revenue generation reports on daily, weekly or monthly basis.
- d) Bidder should be able to send personalized/targeted/segmented push notification as specified by IRCTC from Dashboard. The technology solution provided should fulfill feature to send all types of notifications.
- e) The Bidder shall help to monetize the inventory of notifications and share revenues with IRCTC.
- f) Along with Technical platform and solution, the Bidder shall also ensure to bring good number of advertisement through different Ad Agencies to propel ads in the push notifications platform.
- g) Bidder on regular basis shall improvise and support the push notification platform to perform and comply with Operating system push notification service for different OS.
- h) Bidder shall ensure that the push notification should be successfully sent across all browsers and mobile devices.
- i) Bidder shall work towards technical correction and enhancement to ensure that the reach for push notification message is to maximum users.
- j) Bidder should work towards solving crash reports raised from push notification activity (if any) at the shortest time. If anytime, it is found that IRCTC Mobile Apps are crashing due to push notification SDK then IRCTC will immediately disable the push notification services unless the problem will be resolved by the Bidder.
- k) Bidder should thoroughly perform testing of the notifications on variety of devices.
- l) Remote Configuration, Bidder should have featured that allows usage of push notification on the updated app without the need to re-installing or deploying the existing app.

- m) Bidder should ensure the solution should be scalable to meet the future up gradations to and all new handset/ platform coming in the industry. Hence, the infra and scalability should ensure by bidder.
- n) Bidder should ensure to maintain the security and privacy of data being put on Dashboard for Push notification
- o) IRCTC shall provide the size of Ad Slot (Image Size) as per industry standards, however the image should ensure scalability for sizes.

6.3 DELIVERABLES BY THE BIDDER

- a) Bidder's Business and technical team will work in close coordination with IRCTC team for any issue raised/occurred.
- b) Bidder should have thorough knowledge of needs of push notification domain, publishers need, advertising opportunities and must have enough Advertising agencies tie up to facilitate advertisement.
- c) Bidder has to ensure that their platform has technical capabilities for Geo Targeting, Frequency Capping, Retargeting and other standard targeting parameters.
- d) Bidder has to Provide IRCTC a platform/dashboard to monitor the day to day activities.
- e) Bidder has to provide a dashboard to generate yearly/monthly/daily/hourly reports.

6.4 SOFTWARE INTEGRATION AND BENCHMARKS BY THE BIDDER

Bidder shall be responsible for all software works, integration, architecture and infrastructure required for serving push notification content and push advertisement on the push notification unit on IRCTC Website and Mobile App. Software solution should be capable of handling following day to day activities:

- a) The Bidder needs to push notification in a secure environment.
- b) The cost of software and future development to be borne by the bidder and the software should support integration with all standard browsers and mobile apps.
- c) Bidder needs to support different push formats i.e. General, Targeted/Personalized, and Advertisement content for push notification.
- d) Push notification must support Text, Image, URL link within the push notification content.
- e) IRCTC must have access to various reports in the platform and must be able to download the report in excel/csv formats.
- f) Bidder need to ensure that the tracking of pushed notification Vs received notification to track performance to IRCTC. Dashboard for managing push notifications and its performance must be provided. Additionally, for monitoring of advertisements and reporting purpose, there must be one single Dashboard for calculation of revenue earned through Advertisement through Push notification.
- g) Bidder must have a multi-tier architecture & redundancy mechanism spread across multiple data centers in order to ensure maximum serving uptime of notifications.
- h) The bidder must ensure that there is a backup and DR (Disaster Recovery) of the services provided by him, so that there is no impact on IRCTC Push notification services.

7. SPECIAL TERMS AND CONDITIONS OF TENDER

7.1 GENERAL

- a) Tenure of Contract: The tenure of the contract shall be for a period of one year (with a lock-in period of one year).
- b) Extension of contract: The contract may be further extended for a period of one more year or part thereof at the sole discretion of IRCTC subject to the same terms and condition of the tender document.
- 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.
- d) Bidders: The Bids for this contract will be considered only from those Bidders i.e. proprietorship firms, partnership firms, companies, corporations, HUF, startup, MSME firms etc. who meet the requisite eligibility criteria.
 - Any Central or State Government department/Ministry of Railways must not have banned business with the Bidder as on the date to Bid submission.
 - The Bidder should not have suffered bankruptcy/insolvency during last 5 years and must submit an undertaking to this effect as part of the bid.
- e) Indemnities and Liabilities: The bidder shall indemnify and protect the IRCTC from and against all the actions, suits, proceedings losses, costs, damages, charges, claims and demands of every nature and description brought against or recovered from IRCTC/Railways by reasons of any act or omission of the contractor, his agents or employees, in the execution of the works or in the guarding of the same.

Total financial liabilities of the bidder arising out of breach of contractual obligations shall not exceed the value of contract and shall be limited to the direct damages. However, any liabilities arising out of breach of any obligations commonly applicable in the Indian or International law or regulation or Intellectual property right infringements etc. shall not be limited by this agreement and the bidder shall be solely and completely responsible for any such violation on this part.
- f) IRCTC shall issue a Letter of Award (LOA) to the successful bidder. Time period of signing of contract between two parties will be 2 months from the issuance of LOA.

7.2 CONTRACT DATE

The contract starting date will be the date on which push notification will live on IRCTC website (www.irctc.co.in) and mobile app (IRCTC Rail Connect Android App).

7.3 PAYMENT TERMS

The following payment terms shall be applicable to the firm who wins the Tender:

- a) General Term: It is bidder's responsibility to comply with all tax related laws, payment of GST as applicable for all payments made to IRCTC including the submission of IRCTC share of YTMBC in the form of advance payment.
 - As per the terms mentioned in the clause of **Financial Bid Part B clause 5.5**, the winning bidder amount to be shall be decided.
 - IRCTC reserves the right to recover any outstanding dues (pending payments from government organizations /DAVP) from the bidder by adjusting/forfeiting the same against advance payment of the bidder or any amount payable to the bidder either under this contract or any other contract.

- All prices should be in Indian Rupees.

b) Payment Schedule:

- The winning bidder shall pay the advance payment as per IRCTC share of YTMBC along with Security Deposit within 4 weeks from the issuance of LOA. This payment will be done in the form Demand draft/Online Bank transfer as per the bank details provided by IRCTC, in favor of IRCTC Ltd, payable at New Delhi.
- If the advance payment is not received within 4 weeks, IRCTC reserves the right to cancel the contract.
- If bidder is not able to achieve the YTMBC (in every Year from the date of issuance of LOA) then the equivalent IRCTC share payment will be forfeited for an outstanding amount from the advance payment.
- IRCTC shall raise the invoice of its share, based on the original PO/RO and dashboard provided by the bidder. The invoice amount shall be adjusted from the advance payment deposit (YTMBC) already made by the bidder
- If all the advance payment is consumed before the one-year duration, then for further business earned, bidder should make the payment to IRCTC (for IRCTC share) within 30 days from date of receipt of the invoice from IRCTC end. If the amount is not paid within 30 days, then IRCTC shall charge 12% interest per annum from the winning bidder.

In addition to the above, 10% of the YTMBC shall be deposited with IRCTC in the form of security deposit (through Demand draft/Online Bank transfer). The Security deposit shall remain valid upto a period of 3 months beyond the last date of the contract period and will be refunded without any interest after adjusting outstanding amount, if any.

7.4 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.

7.5 TAXES AND OTHER STATUTORY DUES

The monthly Fee revenue 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. The bidder shall pay the applicable 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 due to IRCTC, but not limited to deficient TDS certificate, or default in payment of TDS or noncompliance of applicable laws and regulations by bidder.

Bidder may deduct or withhold any taxes that bidder may be legally obligated to deduct or withhold from any amounts payable to IRCTC under this contract, and payment to IRCTC as reduced by such deductions or withholdings will constitute full payment and settlement to IRCTC of amounts payable under this contract.

Throughout the Tenure of this contract, Bidder/IRCTC will provide IRCTC/Bidder with any forms, documents, or certifications, including PAN/TAN/GSTIN as may be required for bidder to satisfy any information reporting or withholding tax obligations with respect to any payments under this contract.

7.6 NON-DISCLOSURE AGREEMENT:

Bidder should maintain the confidentiality & security of the data and should also provide the consent and adhere to the Non-Disclosure Agreement (NDA) provided by IRCTC at the time of agreement.

7.7 LOCK-IN PERIOD

The one year of the Term from launch date shall be considered as lock-in period ("Lock in Period"), where no parties shall terminate the agreement except as provided herein.

7.8 TERMINATION BY EITHER PARTY

IRCTC reserves right to terminate this contract by giving a 4 months' notice to the Bidder, post lock-in period and in the aforesaid event, IRCTC will be liable to return advance payment after recovering the dues, if any.

Bidder with the approval of IRCTC can withdraw from this contract by giving 4 months' notice to the IRCTC with suitable reasons, post lock-in period and in the aforesaid event, IRCTC will be liable to return the advance payment after recovering the dues, if any.

7.9 TERMINATION OF CONTRACT:

- a) In the event of default, IRCTC may issue a notice of 15 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 advance payment. 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.
- b) IRCTC shall be entitled to terminate the contract forthwith without any notice in case of serious and repeated defaults.
- c) **Events of Default:**
 - Regular instances of non-payment of IRCTC revenue as agreed above
 - Willful Negligence in responding to IRCTC related to the performance of Bidder scope of work under this project.
 - Any other act which is against the interest of IRCTC.

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.

7.10 SETTLEMENT OF DISPUTE/ARBITRATION-

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

- The authorized marketing 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:
 - a) In the case any dispute, controversy or claim arising out of or relating to this agreement or any matter or issue arising there from which is unresolved by amicable settlement (Dispute) it shall be 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.
 - b) 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 borne directly by the parties, subject to award of costs by the sole arbitrator or the Arbitral Tribunal.

7.11 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, 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.

7.12 BREACH OF CONTRACT:

Any breach of the terms & conditions by Bidder, 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.

7.13 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.

7.14 COMPLIANCE OF LAWS:

It is distinctly understood by the Bidder 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 to comply with all laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives, and order of any governmental authority including municipal authorities.

7.15 DATABASE

Database is the exclusive property of IRCTC and the same shall not be used by service provider for his own benefit.

7.16 ASSIGNMENT:

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

7.17 NO AGENCY:

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

7.18 JURISDICTION OF COURT:

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

8. EVALUATION CRITERIA FOR BIDDER

#	Parameter	Qualifying Criteria	Credentials to be Required	Reference for format
TECHNICAL BID, PART-A: The Technical Bid shall contain all the following documents that needs to be submitted online by the Bidders.				
1.	Letter of Application (Mandatory)	The bidder should submit the letter of application as per the provided format.	Duly signed by authorized signatory.	Annexure-I
2.	Company Existence (Mandatory)	The Bidder should be proprietorship firms, partnership firms, companies, corporations, HUF, startup, MSME firms etc. delivering marketing solutions either registered under companies Act 1956, or in case of Foreign Company participating, the company should be a registered company as per their country's existing laws as on date of opening of bid.	Self-Attested Certificate of Incorporation/ registration	No Format Required
3.	Corporate PAN/TIN Number and GST Number (Mandatory)	The bidder should provide Company's PAN number or TIN Number and GST Number or its equivalent registered number relevant in their country where the company is registered.	Self-Attested Xerox copy is required.	No Format Required
4.	Bidder's Information	The bidder should provide all the contact details (Mobile, email & address) of the company along with CEO contact details.	Duly signed by authorized signatory.	Annexure-II
5.	Solvency Certificate (Mandatory but relaxed for Startup and MSME)	The bidder should provide IRCTC Solvency Certificate of amount of Rs. 72 lakhs (Seventy-two lakhs only) and issued within a period of 6 (Six) months from the date of opening the tender. The Solvency Certificate without date, seal and signature of the issuing authority shall be rejected. In case of foreign companies participating, the same may be provided from RBI approved international bank that has operations in India.	Solvency Certificate from a Nationalized or a Scheduled commercial bank.	Annexure-III
6.	Turnover (Mandatory but relaxed for Startup and MSME)	Bidder must have minimum average annual financial turnover of Rs. 2.7 Cr (Rupees Two Crore Seventy Lakhs) or more in previous 3 financial years (F.Y. 2018-19, F.Y. 2017-18, F.Y. 2016-17) in providing push notification or digital advertisement solution.	Audited Annual reports/ PL Statement clearly specifying the Annual Turnover or <u>Chartered Accountant Certificate</u> clearly stating the turnover of previous 3 F.Y 2016-17,2017-18,2018-19 <u>from push notification or digital advertisement.</u>	Annexure-IV

7.	Relevant Project experience (Mandatory but relaxed for Startup and MSME)	The Bidder should have minimum 2 years' experience in sending push notification and have successfully delivered at least 30 crores push notification per month for atleast 3 times.	(i) Any associated document or undertaking, specifying the details of push notification implemented for clients with the number of years of operation. (ii) Work Order/Invoice Copy/ Client Certificate. (iii) An undertaking should be duly signed by authorized signatory in Bidder's letter head.	Annexure-V
8.	Technical Support	Bidder should have a dedicated support team for Push notification solution on optimum basis to handle all types of issues (technical and non-technical) encountered during the life	An undertaking in the letter head of the bidder to provide a dedicated support team to handle technical and non-technical issues	No Format Required
9.	No fraudulent practices or blacklisting (Mandatory)	Bidder should not be currently blacklisted or have been blacklisted with any Government of India agency/PSU in the current financial year up to the date of opening of the Bid. The bidder should not be defaulted on any Bank/Financial Institutions.	Undertaking should be duly signed by authorized signatory in Bidder's letter head.	Annexure-VI
10.	Blocked Categories	The bidder should provide the undertaking that blocked categories ads will be restricted and not given for serving.	Undertaking should be duly signed by authorized signatory in Bidder's letter head.	Annexure-VII
11.	Mandatory in case of Start-Up India/MSME Relaxation (Mandatory to avail relaxation)	In case the bidder is Startup company under Govt. of India "Start Up" Initiative and is not able to meet criteria of prior experience, prior turnover & solvency certificate, the same norm is hereby relaxed subject to the meeting of technical specifications, as per the Policy circular no 1(2)(1)2016-MA dated 10-Mar-16 from Ministry of Micro, Small and Medium Enterprises – Govt. of India. Additionally, such firm shall also be relaxed from payment of Earnest Money (EMD), as per Amendment to rule 170(i) of General Financial Rules(GFR), 2017	For availing the relaxation, concerned bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and for MSME the bidder is required to submit Udyog Aadhaar certificate, issued by respective ministry. Further, the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm).	No Format Required

12.	Pre Contract – Integrity Pact (Mandatory)	The Integrity Pact agreement as per Annexure VIII, this Integrity Pact essentially envisages an agreement between prospective vendors / bidders, and IRCTC, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage.	The Integrity Pact agreement should be signed and stamped by the authorized signatory in presence of one of the witnesses and uploaded along with E-Tender documents.	Annexure VIII
FINANCIAL BID, PART B: The financial Bid shall contain all the following document that needs to be filled online by the Bidders.				
13.	Financial Bid (Mandatory)	The bidder should mention the yearly total minimum business commitment (YTMBC) to IRCTC on tender wizard portal as per the format provided. IRCTC will find the business range as per the YTMBC quote and accordingly base bidder share will be defined. The Bidder should deposit the advance payment against the IRCTC share of the quoted YTMBC.	<ol style="list-style-type: none">1. In case of discrepancy in the amount quoted in figure and words, the amount written in words will be taken into consideration.2. Only positive numbers (integer as well as decimal) are allowed and amount should be in Crores.3. GST as applicable will also be charged over and above IRCTC share.4. Bid reserve price is Rs 1.8 Cr + Applicable GST	Excel Format will be provided in Tender Wizard portal. (Sample format at Annexure IX)

Important Notes

- ✚ Don't submit financial bid along with technical bid.
- ✚ The Bidders are required to submit the Bids completed in all respect in terms of the instructions specified in the Tender Document along with all Annexures before the specified Bid Due date. As it is e-tender, so after the due date no bids can be submitted.
- ✚ The Bidders should satisfy the eligibility criteria mentioned in the Tender Document.
- ✚ Here the undertaking refers to letterhead of the Bidder directly or of its or indirectly through its parent entity wherever applicable.
- ✚ Non Submission of any of the mandatory document shall make the bid non-responsive and may be rejected.
- ✚ The language of the proposal should be in English only.

8.1 ANNEXURE – I

LETTER OF APPLICATION

(To be submitted and signed by the Bidder's authorized signatory)

GGM/ITP
IRCTC, Internet Ticketing Center,
State Entry Road, New Delhi 110055

Dear Sir,

Ref: Tender No. IRCTC/2020/ITC/Push Notifications/.

Sub: e-Tender for Push Notification on IRCTC owned and operated Web/App

Being duly authorized to represent and act for and on behalf of _____ (herein the applicant), and having studied and fully understood all the information provided in the Bid document, the undersigned hereby apply as a bidder for “e-Tender for Push Notification on IRCTC owned and operated Web/App” according to the terms & conditions of the offer made by IRCTC. The Technical bid along with business plans, supporting documents for verification of minimum eligibility criteria and Earnest Money Deposit of Rs. 1.8 lakhs (Rupees One Lakh Eighty thousand only) are enclosed.

IRCTC and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial aspect.

This application is made with full understanding that:

- IRCTC reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids.
- I/We, the undersigned declare that I/we meet all the conditions of the minimum eligibility criteria and that the information provided by me/us to that effect is true and correct in every detail.
- I/We hereby confirm that I/we have read, understood and accepted all the detailed terms and conditions of this Bid document as required for the tender. I/We have also visited the project site for the assessment and have made our own due diligence and assessment regarding the project.
- This application is made with the full understanding that the validity of bid submitted by me/us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by IRCTC. I/We agree that, without prejudice to any other right or remedy, IRCTC shall be at liberty to reject the bid and forfeit the said EMD, cancel the License or revoke the same at any time without assigning any reason whatsoever in case of misinformation.

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

Authorized Signatory
Name and seal of Bidder

Date:
Place:

8.2 ANNEXURE – II

BIDDER'S INFORMATION

#	Item	Details
1.	Full name of bidder's Company:	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office:	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's (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 authorized signatory dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address:	
6.	Name, designation and full address of the person dealing with the integration of push notifications to whom all references shall be made regarding the technical related enquiries and escalations. His/her telephone, mobile, Fax and email address:	

Authorized Signatory
Name and seal of Bidder

Date:
Place:

8.3 ANNEXURE – III

**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.

8.4 ANNEXURE-IV

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

I _____ (name of authorized signatory) do hereby solemnly affirm & declare as under:

That the aforesaid Company/Establishment (s) have the following annual turnover from push notification or digital advertisement based on GST return. This includes any form online advertising on various Websites/ Mobile App/Mobile Web.

Financial Year	Turnover in INR
2018-2019	
2017-2018	
2016-2017	

Enclosure (If Any): CA Report

Authorized Signatory
Name and seal of Bidder

Date:
Place:

8.5 ANNEXURE-V

AN UNDERTAKING FOR THE EXPERIENCE IN PUSH NOTIFICATION

(in firm/ company/ organization's letter head)

I _____ (name of authorized signatory) do hereby solemnly affirm & declare as under:

That the aforesaid Company/Establishment (s) having the total experience of _____ years in sending push notifications for the following Clients.

S. No.	Client Name	Amount of push notifications send	Duration of the partnership (in Years)

S. No.	Clients Name (Multiple clients can be mentioned)	Mention, when Minimum 30 Cr push notifications send per month
1		
2		
3		

Enclosure (IF ANY):

Authorized Signatory
Name and seal of Bidder

Date:
Place:

8.6 ANNEXURE-VI

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

(in firm/ company/ organization's letter head)

I _____ (name of authorized signatory) do hereby solemnly affirm & declare as under:

1. That we are not Blacklisted/Suspended/Debarred by any government departments/ institutions, PSUs and PSBs.
2. That 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):

Authorized Signatory
Name and seal of Bidder

Date:
Place:

8.7 ANNEXURE-VII

AN UNDERTAKING TO ABIDE BY THE LIST OF BLOCKED CATEGORY ADS

(in firm/ company/ organization's letter head)

I _____ (name of authorized signatory) do hereby solemnly affirm & declare as under:

That the aforesaid Company/ Establishment (s) will maintain the list of blocked category ads as provided below:

List of Blocked Category Ads

#	Blocked Categories
1	Discrimination based on Gender, Religion, Race, Caste, Nationality, Disability or Sexual orientation
2	Pornography, Nudity, Sexual & Reproductive health, References to Sex & Sexuality, Lingerie & Dating.
3	Sexual & Reproductive health, Objectionable adult content with any categories.
5	Gambling & Casino, Black magic, Astrology, Get rich quick, Drugs and supplements
6	Politics & Religion
7	Weight gain and weight loss supplements
8	Ringtones & Downloadable
9	Cosmetic procedures & body modification
10	Bit Coins
11	Socially Offence and against public morality
12	Advertisement of intoxicants, cigarette, bidis and other tobacco products.
13	Advertisement which may harm the national sentiments, religious communities, as well as security and integrity of the country.

Enclosure (IF ANY):

Authorized Signatory
Name and seal of Bidder

Date:
Place:

8.8 ANNEXURE-VIII

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the integrity pact) is made on day of month of2018, 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 exclusive rights of Push notification on IRCTC and the BIDDER/Seller is willing to offer/has offered the ads 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 against the Push notification at a best possible price in conformity with the ad 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 corrupt practices and the PUBLISHER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto 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, favour 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, favour, 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 favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 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 form 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 not 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 (if applicable)

- 5.1 While submitting commercial bid, the bidder shall deposit an amount (to be specified in the tender) as Earnest Money Deposit/ PWG, with the BUYER through any of the following instruments:
 - (i) Since this is E-Tender, Earnest Money Deposit (if applicable) 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 in the NIT of the Tender document.
 - (i) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any

demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

- (ii) Any other mode or thought any other instrument (to be specified in the tender)

5.2 The earnest Money deposit/ PWG shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, 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 bond/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.
- (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/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 Rate Contract, till the currency of Rate 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 buyer.

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 unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The PUBLISHER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provide 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 5 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

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.

8.9 ANNEXURE-IX

FINANCIAL BID PART - B

To,

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

Ref: Tender No. IRCTC/2020/ITC/ Push Notification/

My/Our financial bid is as under: -

Yearly	Total	Minimum	Business	Commitment	to IRCTC	in	Rs.	_____	Cr.,
(_____ in words) + Applicable GST									

Note

- In case of discrepancy in the amount quoted in figure and words, the amount written in words will be taken into consideration.
- Only positive numbers (both integer as well as decimal) are allowed.
- Yearly Minimum Business Commitment should be in INR and in Crores only.
- GST as applicable will also be charged over and above IRCTC share.
- Bid reserve price is Rs 1.8 Cr + Applicable GST
- Bidder should deposit the advance payment as per the IRCTC share of the YTMBC quoted above.

Authorized Signatory
Name and seal of Bidder

Date:
Place:



Indian Railway Catering and Tourism Corporation Limited
A Government of India Enterprise

Indian Railway Catering and Tourism Corporation Limited
E-Tender No- 2020/IRCTC /Push Notification Tender/1112

E-Tender Notice

FOR

Tender of Push Notification IRCTC Website and Mobile App for a Period of 1 Year

E-tender through online mode is invited for the below mentioned contract –

1. E- tender on behalf of the IRCTC, is invited under Two Bid System viz. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies to implement Push Notification on IRCTC owned and operated Websites and Mobile Apps for communicating about IRCTC products and services along with sending commercial advertisement as per the terms and conditions mentioned in this e-Tender Document for a period of one Year from the date of contract, which may be extended for another one year at the sole discretion of IRCTC.

Tender Requirement
Push Notification for IRCTC owned and operated websites and Mobile Apps

2. The complete tender document can be viewed and downloaded only from the website (www.tenderwizard.com/IRCTC) till last date of closing of tender.
3. Complete tender document papers duly attested shall be received online as per date & time of submission mentioned below. Tender shall be opened through E-Tendering systems, in presence of bidders or their representatives. The payment of EMD shall be done through E-payment facility available on <https://www.tenderwizard.com/irctc>. The bidder can submit their attested bid only after successful payment of EMD through e-payment facility.
4. This notice inviting E-Tender is also available at IRCTC website www.irctc.com

Tender No.	IRCTC/Push Notification E-Tender/Tender/1112
Tender Papers will be available from	Tender Document may be downloaded from 07-02-2020 onwards from https://www.tenderwizard.com/irctc
Last date of receipt of Pre-bid queries	Last date is 15.02.2020 & the pre-bid queries may be addressed in writing to GGM/ITP, Internet Ticketing Centre, State Entry Road, New Delhi-110055 on https://www.tenderwizard.com/irctc or on Email: mtewari@irctc.co.in , manishapathania@irctc.co.in
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 Online Submission of Tender	12.03.2020 @ 15:00 hrs.
Date and Time of Opening of E-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	1 Years (12 months),can be extended for 1 more year.
Tender Value	Rs 1.8 Crores (Rupee One Crore Eighty Lakhs Only)
Earnest Money Deposit(EMD)	Rs. 1.8 Lakhs (Rupees One Lakh Eighty Thousand Lakh Only)
Advance Payment:	As per the IRCTC share of the Yearly Total Minimum Business Commitment quoted by the Bidder.
Security Deposit	10% of Yearly Total Minimum Business Commitment to IRCTC.
Minimum average annual financial turnover during last 3 Financial Years (F.Y.2016-17, F.Y.2017-18 and F.Y 2018-19)	Rs. 2.7 Cr (Rupees Two Crores and Seventy Lakhs Only) Audited Annual reports/Profit & Loss Statement clearly specifying the Annual Turnover or Chartered Accountant Certificate clearly stating the turnover of previous 3 financial years i.e. F.Y.2016-17, F.Y.2017-18 and F.Y 2018-19 supplied by ST/VAT/GST Returns.
Relevant Project Experience	The Bidder should have minimum 2 years' experience in sending push notification and have successfully delivered at least 30 crores push notification per month for atleast 3 times.

- To participate in the E-Tender, it is mandatory for the bidder to have user ID & password, which can be created by the bidder on www.tenderwizard.com/IRCTC. If the bidder faces any problem in creation of user ID then the bidder can contact helpdesk no. 011-49424365 or mobile nos. 9331048902, 9331503377.
- The payment of EMD shall be done through e-payment facility available at E-Tendering portal www.tenderwizard.com/IRCTC.
- Corrigendum/Addendum to this tender, if any, shall be published on website www.irctc.com and www.tenderwizard.com/IRCTC. Newspaper/press advertisements shall not be issued for the same.
- For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/IRCTC, please contact helpdesk no. 011-49424365 or mobile nos. 9331048902, 9331503377.

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

Last Date and Time of Submission of E-Tender	12.03.2020 at 15:00 hrs
Date and Time of opening of Technical bid	12.03.2020 at 15:30 hrs
Date and Time of opening of Financial bid	Shall be intimated subsequently
Last date of receipt of Pre-bid queries	15.02.2020
Pre Bid Meeting Date and Time	20.02.2020 at 11.00 hrs at IRCTC Internet Ticketing Centre, New Delhi-55
Place of opening of E-Tender	IRCTC, Internet Ticketing Centre, State Entry Road, New Delhi-55