

# e-Tender for selection of Chatbot Solution Provider for IRCTC Web/App

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.



CIN Number: L74899DL1999GOI101707

Website: [www.irctc.co.in](http://www.irctc.co.in)

Email ID: [manishapathania@irctc.co.in](mailto:manishapathania@irctc.co.in), [mtewari@irctc.co.in](mailto:mtewari@irctc.co.in), [ggitp@irctc.com](mailto:ggitp@irctc.com)

Last Date and Time of Submission	Upto 13-07-2020 at 15:00 hrs.
Date and Time of Opening of Tender	13-07-2020 at 15:30 hrs.
Address:	Group General Manager-IT Projects IRCTC, Internet Ticketing Centre, State Entry Road, New Delhi-110055

## TABLE OF CONTENTS

1. NOTICE INVITING E-TENDER (NIT) .....	4
2. DISCLAIMER .....	6
3. BACKGROUND.....	7
4. ABOUT CHATBOT ASKDISHA .....	8
5. INSTRUCTIONS TO BIDDERS.....	9
5.1 DEFINITIONS: .....	9
5.2 SUBMISSION OF BIDS .....	9
5.3 PRE-BID QUERIES.....	10
5.4 TECHNICAL BID- PART A .....	11
5.5 FINANCIAL BID- PART B .....	11
5.6 EVALUATION OF BID.....	14
5.7 DISQUALIFICATION .....	15
6. SCOPE OF WORK.....	16
6.1 SUMMARY .....	16
6.2 FUNCTIONAL AND TECHNICAL REQUIREMENT.....	16
6.3 DETAILED SCOPE OF WORK.....	18
7. SPECIAL TERMS AND CONDITIONS OF TENDER .....	23
7.1 GENERAL .....	23
7.2 CONTRACT DATE.....	23
7.3 PAYMENT TERMS.....	23
7.4 CONDITIONS GOVERNING THE PERFORMANCE OF THE CONTRACT.....	24
7.5 TAXES AND OTHER STATUTORY DUES.....	24
7.6 NON-DISCLOSURE AGREEMENT: .....	25
7.7 LOCK-IN PERIOD.....	25
7.8 TERMINATION BY EITHER PARTY .....	25
7.9 TERMINATION OF CONTRACT:.....	25
7.10 SETTLEMENT OF DISPUTE/ARBITRATION-.....	25
7.11 CORRUPT PRACTICES:.....	26
7.12 BREACH OF CONTRACT: .....	26
7.13 FORCE MAJEURE:.....	26
7.14 INTELLECTUAL PROPERTY: .....	27
7.15 COMPLIANCE OF LAWS: .....	27
7.16 DATABASE .....	27
7.17 ASSIGNMENT: .....	27
7.18 NO AGENCY:.....	27
7.19 JURISDICTION OF COURT: .....	27
8. ELIGIBILITY CRITERIA FOR THE BIDDER.....	28
8.1 ANNEXURE – I .....	32
8.2 ANNEXURE – II .....	33
8.3 ANNEXURE – III .....	34
8.4 ANNEXURE-IV.....	35
8.5 ANNEXURE-V.....	36
8.6 ANNEXURE-VI.....	37
8.7 ANNEXURE-VII.....	38
8.8 ANNEXURE-VIII.....	39
8.9 ANNEXURE-IX.....	40

8.10 ANNEXURE-X .....	41
8.11 ANNEXURE-XI .....	42
8.12 ANNEXURE-XII .....	43
8.13 ANNEXURE-XIII .....	44
8.14 ANNEXURE- XIV .....	50
8.15 ANNEXURE-XV .....	54

## 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 Energetic, Experienced, Enthusiastic and Creative companies to provide Chatbot solution for IRCTC owned and operated Websites/ Mobile Apps as per the terms and conditions mentioned in the tender document for a period of 3 Year, which may be extended for another term of one more year on satisfactory performance of work and at sole discretion of IRCTC subject to terms and conditions of the tender document.

### Tender Requirement

Implementation of AI & NLP based chatbot service ASK DISHA on IRCTC owned and operated websites and Mobile Apps.

2. **Accessibility of Tender Document:** Tender No: IRCTC/Chatbot/Tender/File No 1128- (II) 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 05.06.2020 from <https://www.tenderwizard.com/irctc> or <https://irctc.com/active-tender.php> by using proper credentials.

Last date for submission of Pre-bid queries:	Pre-bid queries may be send to IRCTC on or before 15.06.2020 through mail to manishapathania@irctc.co.in, mtewari@irctc.co.in .
Pre bid meeting:	Pre-bid meeting on 22.06.2020@ 11:00 hrs. to be held through online mode.
Last Date & time for receipt of tender:	13.07.2020 @ 15:00 hrs.
On-line opening of Tender (Technical bids):	13.07.2020 @ 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 1.5 crores (Rupee One crore and Fifty lakhs only)
Earnest Money Deposit(EMD):	Rs. 1.5 Lakhs (Rupees One Lakhs Fifty thousand only) is to be paid online using e-Payment facility available on IRCTC/E-Tender portal.
Security Deposit	The successful bidder shall deposit three month's Monthly 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. 2.25 Cr (Rupees Two Crores and Twenty-Five 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 implementing AI based Chatbot application.

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 Chatbot solution implementation on IRCTC 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 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](http://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](http://www.irctc.co.in), [www.irctctourism.com](http://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](http://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](http://www.ecatering.irctc.co.in).

## 4. ABOUT CHATBOT ASKDISHA

---

IRCTC offers support to IRCTC users, before and after usage of IRCTC services and products. IRCTC provides customer services, pertaining to any type of enquiries for diversified products & services through its customer care center via e-mails, tele calls, text message & social media. In the age of virtual customer service, on-demand help is expected 24/7.

IRCTC has recognized specific areas where the emerging technologies in Artificial Intelligence, Machine Learning and Natural Language Processing (NLP) can be used in aggregation in the form of a virtual assistant (ASK DISHA- Digital Assistance To Seek Help Anytime) or commonly named as Chatbot to fetch a comprehensive competence in customer servicing by means of judicious use of information available in distributed systems such as IRCTC owned and operated website and Mobile Apps (Android, iOS etc.).

IRCTC has launched chatbot “Ask DISHA (Digital Assistance to Seek Help Anytime)” for IRCTC website and mobile app to provide quick replies and information to the passengers based on the available information (FAQs).

The objective of this is to identify eligible firm working in the domain of artificial intelligence, cognitive learning & machine learning for implementation of projects such as Chatbot. The aim is to leverage Chatbot as a Service to efficiently handle the IRCTC’s processes and activities in various operations including customer service, marketing and others. The firms applying in response to this e-Tender is expected to deploy and integrate Chatbot as a service that can fulfil IRCTC’s aim for a period of three years from the date of contract, which may be extended for another one year at the sole discretion of IRCTC.



## 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 unsuccessful 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](http://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](http://www.tenderwizard.com/IRCTC), please contact at tenderwizard.com helpdesk no. 011-49424365, 08800115628, 08800107755
- ✚ The tender evaluation will be done as per the clause 5.6 "Evaluation of Bid".

### 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) **MMBC**: Monthly Minimum Business Commitment (MMBC) to IRCTC will be calculated by equally distributing IRCTC share of the YTMBC among 12 months (i.e. MMBC= IRCTC share of YTMBC/12).
- c) **Bidder**: " Bidder" means a company or firm who participates in this tender and submits its bid.
- d) **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.
- e) **Security Deposit (SD)**: A security deposit is a sum of money held in IRCTC to ensure the IRCTC against default by the Bidder

### 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 online, to answer the queries, if raised by the bidders.
- b) The bidders must submit their queries online on mail to [manishapathania@irctc.co.in](mailto:manishapathania@irctc.co.in), [mtewari@irctc.co.in](mailto:mtewari@irctc.co.in) to clarify any doubts or concerns. The bidders will be intimated of online pre-bid meeting details on their mail id only.
- 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 "Eligibility 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 (8) "Eligibility Criteria for the 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. Monthly Minimum Business Commitment (MMBC) to IRCTC will be calculated by equally distributing IRCTC share of the YTMBC among 12 months (i.e. MMBC= IRCTC share of YTMBC/12). If the YTMBC quoted by the bidder, for example is Rs. 4 Cr then MMBC will be Rs. 20 Lakhs (Rs 4 Cr \* 0.60%/12).

- The percentage of the revenue share to the bidder 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 45% but if the bidder quoted YTMBC of Rs. 8.6 Cr then % of revenue share to the bidder will be 52%.

**Table A**

Slab No.	Business Range (INR in Crore)	% Revenue Share to Bidder	% Revenue Share to IRCTC
1	>1.5 Cr to <=2.5 Cr	35%	65%
2	>2.5 Cr to <=4 Cr	40%	60% or INR 1.63 Cr, whichever is higher
3	>4 Cr to <=6 Cr	45%	55% or INR 2.4 Cr, whichever is higher
4	>6 Cr to <=8.5 Cr	50%	50% or INR 3.3 Cr, whichever is higher
5	>8.5 Cr	55%	45% or INR 4.25 Cr, whichever is higher

- The minimum bid value should be more than Rs. 1.5 Cr and Bid below or equal to Rs. 1.5 Cr will not be entertained.
- If the bidder quoted YTMBC of Rs. 4 Cr and achieved business of Rs. 9 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. 9 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 >2.5 Cr to <=4 Cr i.e. Slab 2, where share is 40%. So for incremental sharing this will be considered as base slab and for first 4 Cr the share will be 40%.
- For next 2 Cr i.e. slab 3, business range is >4 Cr to <=6 Cr, share shall be 45%
- For next 2.5 Cr i.e. slab 4, business range is >6 Cr to <=8.5 Cr, share will be 50%.
- Finally, for remaining 0.5 Cr the slab 5, business range >8.5 Cr, share will be 55%

Detailed calculation shown below for information:

Achieved Business	% Revenue Share to Bidder on per achieved business	Calculated Revenue Share for Bidder	Calculated Revenue Share for IRCTC
First 4 Cr	40%	1.60 Cr	2.40
Second 2 Cr	45%	0.90 Cr	1.10
Third 2.5 Cr	50%	1.25 Cr	1.25
Rest 0.5 Cr	55%	0.28 Cr	0.22
<b>Total: 9 Cr</b>	<b>-</b>	<b>4.03 Cr</b>	<b>4.97</b>

- d) % of Revenue share to IRCTC = 100% - (minus) % of revenue share to the Bidder as per the above defined slabs.
- e) **Security Deposit (SD):** The successful bidder shall deposit three month's MMBC price with IRCTC as SD along with the acceptance of LOA in the first year of the partnership. The Security Deposit should be deposited in the form Demand draft/Online Bank transfer as per the details mention in the top sheet of the tender document. The SD will be refunded back to the bidder after the completion of the partnership but after adjusting the dues, if any.
- f) Whatever is the YTMBC quoted by the bidder, the same shall be increased by 10% in subsequent years (GST will also be applicable additionally on these rates). In the third year, (if approved by competent authority) of association the 10% increased price will be applicable on second year YTMBC amount (which is nothing but 10% increase of YMBC quoted by the bidder). Bidder needs to deposit the YTMBC (as calculated below) in the form of PBG.

The BG shall remain valid up to a period of 3 months beyond the last date of the contract period. Also bidder needs to submit the additional PBG as per the YTMBC on second and third year of the partnership. Incremental YTMBC (in second and third year of the partnership) will also be calculated as per the slab defined above.

Year	MBC by the bidder	% Increase for subsequent year
First Year	X	-
Second Year	Y	$Y = X + (10\% \text{ of } X)$
Third Year	Z	$Z = Y + (10\% \text{ of } Y)$
Fourth Year	XX	$XX = Z + (10\% \text{ of } Z)$

In the above case, if bidder not able to achieve the YTMBC or IRCTC not received the campaign amount during the tender duration then the SD will be forfeited for an outstanding amount.

- g) The bidding value should be in positive numbers and upto 2 decimal places only.
- h) The Bidder is required to pay per month the highest earning amongst two revenues i.e.
- Amount coming from MMBC to IRCTC.

Or

- Amount coming from % revenue share to IRCTC, which will be calculated on exact business generated on the concerned month.

i) The monthly earning will be calculated as following:

Example of monthly earning to IRCTC as per the YTMBC (Rs 2.8 Cr) quoted by bidder, as it falls under slab 2 so IRCTC share will be 60%, it means MMBC=14 Lakhs (Rs. 2.8 Cr \* 0.60/12):

(i)	<p>If amount calculating from % of revenue-share to IRCTC within a month &gt; MMBC.</p> <p>MMBC (first year) = Rs. 14 Lakhs (Calculated from YTMBC of Rs. 2.8 Cr)</p> <p>Total actual business generated in a month = Rs. 25 lakhs</p> <p>% of revenue share to IRCTC = 60% (as per YTMBC quoted by Bidder)</p> <p>Amount calculated on % of revenue share to IRCTC = Rs. 15 lakhs (60% of 25 lakhs)</p> <p>Then monthly earning to IRCTC will be = Rs. 15 Lakhs</p>
(ii)	<p>If amount calculating from % of revenue-share to IRCTC within a month &lt; MMBC</p> <p>Monthly MBC (first year) = Rs. 14 Lakhs (Calculated from YMBC of Rs. 2.8 Cr)</p> <p>Total actual business generated in a month = Rs. 20 lakhs</p> <p>% of revenue share to IRCTC = 60% (as per MBC quoted by Bidder)</p> <p>Amount calculated on % of revenue share to IRCTC = Rs. 12 Lakhs (60% of 20 lakhs)</p> <p>Then monthly earning to IRCTC will be = Rs. 14 lakhs</p>

j) If the actual monthly revenue earned by the qualifying bidder is Rs. 20 lakhs and IRCTC share is 65% then the earning for IRCTC will be 13 Lakhs for that month but the bidder will still have to pay the MMBC of Rs. 14 lakhs. This means Bidder have to pay Rs. 1 lakhs (15 - 14) Lakhs from his account to suffice MMBC clause.

So, in order to accommodate the deficit incurred by the bidder the bidder shall be given an option of adjustment of shortfall of 1 lakhs made in the previous or subsequent months and deduct it from future/past payouts of IRCTC.

In the next or any subsequent month but within the year, if the revenue is say Rs. 40 Lakhs, then the earnings of IRCTC will be 26 lakhs (as per YTMBC IRCTC share is 65%). Then, Bidder will pay IRCTC 25 lakhs instead of 26 lakhs after adjusting the shortfall of Rs. 1 lakhs incurred by Bidder in previous month. However, the deficit will be set off within the year only. It is on vice versa basis; it means if in the first few months' bidder made more profit for IRCTC and then booked the losses then also losses will be adjusted from previous month profits as MMBC is calculated on YTMBC.

In case the bidder is not incurring deficit in any months the revenue sharing will remain as per the Tender terms of MMBC or revenue sharing to IRCTC, whichever is higher.

k) Tender value is Rs. 1.5 Cr.

l) IRCTC may pass audience of IRCTC (non-personal data) for the advertisement but only at the sole discretion of IRCTC.

m) GST as applicable will also be charged extra.

n) The bidder is also needs to provide the dashboard to IRCTC for tracking the ad revenue.

o) IRCTC at any time demand for original PO/RO from the bidder to cross check the advertisement revenue in case of direct campaign and login access of ad network's dashboard integrated with bidder to track the revenue generated through different ad network for better transparency.

p) The terms of payment are defined in clause 7.3 Payment Terms of the Tender document.

## 5.6 EVALUATION OF BID

**Selection criteria:** The selection of the Consultant shall be based on a Quality and Cost Based Selection (QCBS) system, wherein The bids received from the firms would be evaluated on the basis of their **Technical (40% - Weightage) and Financial competencies (60% - Weightage)**.

The evaluation will be done as per the following procedure:

#	Parameter	Criteria	Formula	Weightage
1.	Technical Bid- Part A	It contains mandatory eligibility criteria for all bidders and minimum 70% score in proving functional & technical capability	FTS (Functional & Technical Score) = $100 * \frac{\text{Score Obtained}}{\text{Total Score}}$	40%
2.	Financial Bid- Part B	The minimum bid value should be more than Rs. 1.5 Cr and Bid below or equal to Rs. 1.5 Cr will not be entertained and summarily rejected.	FS (Financial Score) = $100 * \frac{\text{Quoted YTMBC}}{\text{Highest YTMBC}}$	60%
3.	Winning Bidder	Bidder who scored maximum total score	TS (Total Score) = $0.40 * \text{FTS} + 0.60 * \text{FS}$	Highest TS will be the winner

Note: In the Technical Bid- Part A evaluation, if bidder will not clear any of the mandatory eligibility criteria, then the bid will be summarily rejected.

The Evaluation Committee will carry out technical evaluation of each eligible bidder as per the Technical criteria mentioned in clause (8) "*Eligibility Criteria of the Bidder*". Financial bids of only technically qualified bidders will be opened, who receives minimum 70% score.

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. In case of any confusion in the uploaded document, IRCTC may also ask for additional clarification/information from the bidders after receipt of bids. The bidder requires to obtain minimum 70% score in functional and technical capability.

$$\text{FTS (Functional \& Technical Score)} = 100 * \left( \frac{\text{Score obtained}}{\text{Total Score}} \right)$$

**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 and **obtained 70% score** as per laid down criterion.

b) The financial bid of the technically qualified bidders will be opened and such bidders will be ranked as FH1 (Financial Highest-1), FH2, FH3, etc. on the basis of their Bid Value in descending order. For Example, the bidder quoting highest YTMBC will be FH1 and the bidder quoting second highest YTMBC will be FH2 and so on.

$$\text{FS (Financial Score)} = 100 * \left( \frac{\text{Quoted YTMBC}}{\text{Highest YTMBC received}} \right)$$

Note: Highest YTMBC means Bidder who quoted the highest YTMBC to IRCTC (FH1)

- c) After the Technical and Financial Score, all the bidders scores are combined with the following formula

$$TS \text{ (Total Score)} = (0.40 * FTS) + (0.60 * FS)$$

- d) The total score of all the qualified bidders will be ranked as H1 (Highest 1), H2, H3 etc. on the basis of their total score (i.e. combination of weighted score in stage 1 and stage 2) in descending order. It means that the bidder obtained the highest total score will be ranked H1 and the bidder obtained second highest score will be ranked H2 and so on.
- e) The H1 will be considered as the winning bidder, if found eligible by IRCTC.
- f) 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.
- g) 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
- h) In case, two bidder obtained the same score then the Indian based bidder should be given the preference under “Make in India”.
- i) In case, two bidder bid obtained the same score and both are India based then the bidder having the maximum experience should be given the preference.
- j) In case of extension of the contract also, IRCTC share will be calculated as per the same terms and condition of the tender document.
- k) 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.
- l) IRCTC shall not be liable for any mistake or error or neglect by the bidder in respect of the above.
- m) 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.
- n) 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

IRCTC intends to enhance support for the achievement of its business objectives in striving to offer innovative products and superior service in the travel, tour and catering services.

Our customers frequently reach out to IRCTC about services like asking a query, raising a complaint or share feedback on various platforms like social media, mobile application, e-mails, customer portals, customer zones etc.

To effectively capture, analyze and respond to user interactions, IRCTC requires the Chatbot as a Service for:

- Official Website
- Official Android and iOS app
- Service function APIs (Refunds, Transaction Status, PNR, Train between station, seat availability etc.)
- Operations' Knowledge, feedbacks, FAQs, Product Information etc.
- Insights and Analytics

The selected Bidder would be responsible for the solution and would also ensure compliance/completion of security/audit /requisite certifications etc. The contract tenure will be for **3 Year**, from the date of signing the contract or purchase order.

### 6.2 FUNCTIONAL AND TECHNICAL REQUIREMENT

#	Parameter	Requirement
<b>Functionality</b>		
1	Chatbot Type	Chatbot should be capable to interact in text, audio & video.
2	Language Support	Multiple language support (Mandatory: English, Hindi & Hinglish) Other than above also need support for at least 10 regional Indian languages (Punjabi, Bengali, Assamese, Oriya, Marathi, Gujarati, Tamil, Telugu, Kannada, Malayalam) also along with proper proof reading. The bidder should ensure in proof reading that all regional Indian languages including Hindi and Hinglish replies should match with reply provided by IRCTC in English language.
3	User Interface	Interactive Chat Interface with Auto Suggestion for queries. UI Widgets for conversational interface (carousels, buttons, Forms)
4	Dialog Flow Management	Predefined workflows like greeting on entry or exit, response to cuss words, error messages on no internet etc.
5	Multimedia	Capable to run rich media (text, image, audio, video), maps on chatbot
6	Rich Text	Redirection to external web pages or documents etc.
7	Feedback	Each Response wise or overall feedback. Measuring customer satisfaction.
8	Live Chat	Integration of live chat platform wherever necessary. Rates of the same will be decided whenever required.
9	Authentication	Mobile/Email OTP based or as instructed by IRCTC for giving personalized experiences to the customer.



10	Dashboard	Applying sentiment analytics like feedbacks, number of questions asked, Chatbot Response time etc.
11	AI Operational Tools	Tools to monitor customer behavior and to ensure virtual assistant (VA) learn, adapts, and evolves with customer needs. Continuous improvement of intents and models supporting customer interactions. Tools supported by AI experts to optimize the VA on daily basis. Dashboard to define and create customer conversations, understanding failure points, optimizing contents, journey's, new channels and adding new intents. Tools to provide necessary insights, recommendations.
12	Multiple Intents	Support for multiple intents in the same sentence
13	Context Continuity/ State	Continuing conversation without losing context. Support for continuity in conversation to anticipate and understand user intent.
<b>Technical Capability</b>		
14	Technology	Artificial Intelligence, Machine Learning and Natural Language Processing based Chatbot.
15	Integration	Easy Integration option, Integration Connectors
16	Omni Channel Support	Multiple Channels support i.e. Web, Android & iOS App Chatbot should be Platform agnostic.
17	Scalability	Chatbot should be capable to handle 0.5 million concurrent users for single client, has to give validation of proof through reputed ad servers like DFP or similar
18	Advertisement Service capability	Bidder should be self-sufficient (used own tool) to serve contextual advertisements on Chatbot.
19	Experience	1 years' Experience in chatbot domain.
20	Patent	Applied for patent/obtained patent for the IP of the AI chatbot platform and must be patent protected. The applied date must be before 31st March, 2020.
21	Domain	Chatbot should be available for Travel and Tourism domain.
22	Clients	Should have experience in chatbot domain with implementation on 5 clients (at least 3 months experience against each client) on Travel and Tourism domain
23	Revenue	At least INR 2.5 Crores of revenue generated through advertisement on Chatbot in client's website/mobile app in travel/tourism domain
24	Advertisement	Bidder must have generated more than 10 Billion ad Impressions (in a year) and has to give validation of proof through reputed ad servers like DFP or similar. Multiple clients can also be considered
25	Users, Session & Page views	1 Billion Sessions & 2 Billion Page views must be handled through chatbot, give validation of proof through reputed analytical tools like Google Analytics or similar. With single client only.

## 6.3 DETAILED SCOPE OF WORK

### a) Delivery

- Bidder has to deliver AI Based Chatbot as a Service hosted on secure cloud for customer servicing on IRCTC and its affiliate website and Mobile App.
- The Solution is expected to provide IRCTC a tool to improve customer satisfaction, provide better & accurate information to customers and ensure maintenance of response timelines
- The solution is expected to be interfaced (within the various portals of IRCTC) to offer variety of information sought by customers and users of IRCTC as and when required
- The Chatbot must understand and solve customer queries and supervised learning model must be implemented for internal training of the chatbot.
- IRCTC intends to introduce an intelligent Chatbot. Starting with an FAQ based training model and few Customer Service APIs integrations where the bot should be able to interact with the user and respond to various basic level queries asked in **English, Hindi and Hinglish** with NLP capabilities to identify user's query/request/complaints and respond accordingly. Platform must provide provision to implement at least 10 additional Indian regional languages as per industry standards should be available with no extra cost to IRCTC.
- Bidder shall ensure that Chatbot solution implementation will not affect the performance of IRCTC website & Mobile Apps and will not hamper the user experience.
- Bidder shall have made the Chatbot compatible for visually impaired users.
- The bidder shall ensure that the Chatbot technology implemented can be programmed further to understand the need of the user and his preferences based on user experience with Chatbot.
- IRCTC and successful bidder will work in coordination for implementation of Chatbot solution across IRCTC website and mobile app. Also, Bidder should provide the technical support to IRCTC wherever required during the tender tenure.
- Successful bidder will not charge any fee for Software/IP License/hardware/Infrastructure cost to IRCTC during this pilot. For providing chatbot solution, all the cost of product setup, maintenance and infrastructure shall be borne by the winning bidder.
- The resources as shall be deployed by the Successful Bidder shall be employees of Successful Bidder, even if they are deployed at IRCTC sites/locations if any. In no event IRCTC would be treated as Principal Employer to these resources and shall not be liable for any claims, payments to them. Successful Bidder further ensures that it shall comply with all applicable and statutory obligations related to engaging and deploying of the resources under this e-Tender.
- Bidder has to provide a dashboard to generate yearly/monthly/daily/hourly reports.
- Wherever advertisement displayed in IRCTC Chatbot, the ad calls to show advertisement should be asynchronous in nature.

### b) Customer Servicing:

On IRCTC's websites, portals and mobile apps, the customer should be able to select chatbot from the home page directly. Bidder to ensure the Chatbot as a Service is capable of handling all the queries related to every product and service of the IRCTC. Facility to

know refund status, PNR status, Cancellation policy, failed transaction status etc. are few of customer services that IRCTC offers and customers should know the respective details via chatbot. The customer may be informed through push notifications feature about the various new information as provided by IRCTC from time to time in Chatbot service.

c) Virtual Personality:

The look and working of the Chatbot is to be youthful, responsive, useful and sensitive to customer needs. Bidder should program the chatbot with a personality that reflects IRCTC's brand, style and values as customer appreciate expression of empathy and patience. Bidder is responsible for chatbot UX & UI design of which below jobs shall be covered- Wireframes & Flow design for Chatbot Conversation UI

d) Two Way Speech:

The Chatbot should support speech-to-text (S2T) conversion of the user's voice, and text-to-speech (T2S) conversion for the Chatbot's spoken response.

e) Natural Language Processor (NLP) Capabilities:

Platform should have capabilities based on NLP i.e. built in sentiment and tone detection, average deep learning-based model accuracy, automatic speech recognition and speech synthesis, semantic knowledge packs etc., Multi Language Support, Entity Skipping Flows, Automatic conversation validation, transcript analyzer toolkit, Goal-based flows and state tracking, forms & rating, rich GUI based workflow designer etc.

f) Conversational Patterns:

The bots deployed should be capable of having an end-to-end conversation with the users. The bots should not be restricting the conversation using a certain template or pattern. The Chatbot should be able to assist users with the following:

- How To' series for products e.g. how to get refund.
- Product FAQs
- Various Payment Options etc.
- Various products of IRCTC and its affiliates
- User On boarding to help and guide customers to register on IRCTC. Based on the previous interactive data with the user the chatbot should be able to personalize with the emotional understanding and predictive analysis of the customer.

In case the customer is not satisfied the Chatbot / Virtual Assistant may transfer the conversation to the next level which is Live Agent Chat.

g) Seamless Transfer to Live Agent:

Chatbot platform should be capable of integrating with the customer service representative at any time over a backend platform & User Interface for live agents should be provided by the bidder only. The chat history of the user must be available with the live agent before taking over the conversation from the chatbot. The seamless transfer to the live agent is to be done on the basis of the following parameters:

- When the chatbot is not able to understand the intent of the customer for a maximum of 3 queries or as mutually decided between IRCTC and Vendor during implementation phase

- When the users get frustrated/use cuss words/ask for interaction to a live agent by themselves
- h) Advertisement Service capability:  
The ChatBot Platform should be capable of serving advertisements on IRCTC ChatBot on both website and Mobile applications. Bidder should be self-sufficient to serve advertisements on Chatbot and they should have experience of handling large volume of advertisements as outlined in the eligibility criteria details.
- i) Affiliate Marketing capability:  
The ChatBot Platform getting integrated on IRCTC platform needs to have provisions to take care of affiliations as well. The Bidder should have its own affiliate marketing platform so that affiliations of IRCTC products can be taken care of.
- j) Platform Agnostic:  
The chatbot is to be deployed on IRCTC's website, and mobile apps. The chatbot should support browsers like Chrome, Internet Explorer and Firefox with responsive integration with Android and iOS interface (iPhone Handsets, iPads and Mac book etc.).
- k) User Authentication  
The Chatbot should be capable of verifying the interactive user's credentials at various levels of interaction. The possible verification parameters are registered mobile number or registered e-mail address with OTP.
- l) Media Compatibility  
The chatbot should be able to run video files, audio files, rich text files, forms and/or cards in most of the readable formats available.
- m) Concurrent Login Sessions  
The chatbot must be capable of handling a minimum number of 1,50,000 concurrent users.
- n) On-Going Training:  
Bidder should analyze and train bot proactively on a regular basis. Dashboard access is to be provided to IRCTC team for effective real time monitoring. Bot should be updated with all the latest information related to IRCTC's existing as well as newly introduced products and services as proposed by IRCTC from time to time. Based on the feedbacks received from the users, sufficient training as a part of supervised learning is to be given to the chatbot on regular basis. The knowledgebase of the chatbot should be updated and to be reflected upon on a real time basis across all integrated platforms /channels.
- o) Chatbot Knowledgebase:  
IRCTC's officials shall provide information/ FAQ on product/services and the solution shall convert the information ready for Chatbot conversation. Platform should provide integration with one or more knowledge sources that can be used in designing the Bot flow. These knowledge sources can be in the form of CSV import: FAQ with question and responses listed in a CSV format. This can also include rich media response, PDF

documents: One or more pdf documents can be also be used as the knowledge source.  
HTML pages/URL Links: Web pages or static resources.

p) Storage of Chat / User History:

The Chatbot / Virtual Assistant solution should be able to capture customer information such as email-id, IP address, contact number etc. and relevant data as applicable/required by the IRCTC for data analysis. Solution should provide dashboard with real-time usage statistics and historical reports. Bidder should provide Chatbot's monthly statistics on its ability to respond to user commands or queries in the shortest amount of time and best way possible. Platform should be capable of providing chat volumes, response time to chat requests, lead time to resolve the query, customer related information, bot availability report (uptime/downtime) & other reports as per business user requests.

q) Chatbot Maintenance and support:

Technical & functional support for proactive monitoring is to be provided by the bidder. In addition, the Bidder should deploy resource to maintain and update the chatbot with required knowledgebase, UI requirement, API Integration, patches, updates and upgrades during the contract period and implement the same.

Bidder will ensure troubleshooting and enhancements in the services during the contract period. All services for implementation, smooth operation and maintenance of all the components of Chatbot is to be developed by the bidder and will be part of the Project. Version upgrade and enhancements in services on account of industry dynamics as a part of the contract during the contract period is to be taken care by the bidder. The service provider selected from the RFP shall act as a single coordinator for issues related to operational problems of the chatbot and be required for identifying and coordinating with IRCTC officials to resolve such problems.

r) Audit and Compliance Management:

The bidder will be responsible to enable suitable information security/cyber security and secure configuration in respect of the components, and utilities in the system, as per requirement of the IRCTC from time to time. Continuous risk assessment and control process of the Bot to be conducted and probability of each risk along with Impact to be evaluated and to be provided proactively periodically to IRCTC officials.

s) Security & Confidentiality:

The chatbot platform should provide security capabilities such as encryption data, multi-factor authentication and Role Based Access Control policies for effectively leveraging enterprises data sources. Bidder should comply with all the guidelines issued by Govt. of India/Indian Railways and any other regulatory authority issued from time to time. The solution should adhere to the security policies set up by the IRCTC. The Solution should be secured and scalable for enhanced add-on services as per industry standard. The bidder will not disclose or use any information and data generated during Chatbot / Virtual Assistant sessions with any third party as per non-disclosure agreement.

t) Data Backup Plan:

Solution should be capable of performing scheduled backup as per IRCTC's policy.

u) Chatbot Performance Analytics:

Solution should provide dashboard with real-time usage statistics and historical reports. Bidder should provide Chatbot's monthly statistics on its ability to respond to user commands or queries in the shortest amount of time and best way possible. Platform should be capable of providing chat volumes, response time to chat requests, lead time to resolve the query, customer related information, bot availability report (uptime/downtime) & other reports as per business user requests. The bidder will provide a dedicated dashboard comprising of the following analytics parameters but not limited to:

- **User Related Analytics:**  
Total users, active users, engaged users, new users, Average Number of Conversations per User, user demographics.
- **Conversation Related Analytics:**
  - ✓ **Conversation Starter Messages:** Number of messages where the chatbot initiates the interaction
  - ✓ **Bot Messages:** the total number of messages sent by the chatbot in each interaction
  - ✓ **User Messages:** This category shows the messages sent by the user
  - ✓ **Failed Messages:** The messages which the chatbot failed to respond
  - ✓ **Total Conversations:** Number of conversations started and successfully completed on a given day
- **ChatBot related analytics:**
  - ✓ **Response time:** To measure bot response time.
  - ✓ **Fall Back Rate (FBR):** Fall Back Rate captures those cases where the chatbot is unable to understand / process / respond to a user's query and subsequently handed over to the live agent. This is the percentage of times the chatbot failed or experienced a near failure situation.
  - ✓ **Chatbot Availability:** Uptime / Downtime
- **Feedback Analytics:**
  - ✓ **User Feedback:** The user feedback will be classified in the following two categories:
    - Provision for capturing **Feedback for each query** is to be given. It can be a binary parameter like thumbs up or thumbs down which will reflect positive and negative feedback respectively. The cases where negative feedback is received, adequate provision for capturing the detailed feedback is to be provided and should be included in the analytics.
    - Provision for capturing user feedback as a complete user experience at the end of the conversation or at the footer of the chatbot or if the user chooses to close the session of the chatbot. It will also be based on binary parameters such as "yes" and "no" against the question "do you feel I was helpful?". The cases where "no" is captured as a feedback are to be recorded in detail and report is to be provided on the same
  - ✓ **Artificial intelligence and machine learning rate:** Percentage of user questions that are correctly understood to measure this
  - ✓ Any other part of analytics such as provision to generate customized reports and MIS should also be given

## 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 **three** years (with a lock-in period of 1 year).
- b) Extension of contract: The contract may be further extended for a period of one more year 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 Chatbot will live on IRCTC website ([www.irctc.co.in](http://www.irctc.co.in)) or 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 6.5**, the winning bidder amount shall be decided.
  - IRCTC reserves the right to recover any outstanding dues (pending payments from third party partners) 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 successful bidder shall deposit three month's MMBC price with IRCTC as SD along with the acceptance of LOA in the first year of the partnership 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.
- If the Security Deposit is not received within 4 weeks, IRCTC reserves the right to cancel the contract.
- If bidder is not able to achieve the YTMBC then the equivalent IRCTC share payment will be forfeited for an outstanding amount from the Security Deposit.
- The IRCTC will raise the invoice of its share on monthly basis as per the original PO and dashboard provided by the bidder. The bidder should make the payment to IRCTC 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.
- The bidder share will be calculated as per slab and terms provided in Table A under **Financial Bid Part B clause 6.5**

## 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 not below the rank of DGM, 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, placed at Annexure-I.

## 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 the Security deposit 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 Security deposit 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 Security deposit. The licensee should be debarred from participating in Tenders floated by IRCTC for a period of 1 year. The decision of IRCTC shall be final and binding on the bidder.

b) Not with standing Clause (7.8), 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 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 FORCE MAJEURE:**

For the purposes of this contract, "Force majeure" means any unforeseen event directly interfering with the services during the period of the contract such as war, insurrection, restraint imposed by the government, act of legislature of other authority, explosion, accident, strike, riot, lockout, act of public enemy, act of God, sabotage which is beyond the reasonable control of a party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

Since the project of push notifications is to be implemented on IRCTC Rail Connect App, which is bounded by the Google Policies for Play Store and also bounded by the Govt of India

guidelines. Hereby, in such cases, the contract shall be terminated and the money shall be adjusted on pro-rata basis to the bidder.

#### **7.14 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.

#### **7.15 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.

#### **7.16 DATABASE**

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

#### **7.17 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.

#### **7.18 NO AGENCY:**

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

#### **7.19 JURISDICTION OF COURT:**

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

## 8. ELIGIBILITY CRITERIA FOR THE BIDDER

#	Parameter	Qualifying Criteria	Credentials to be Required	Reference for format
<b>TECHNICAL BID, PART-A:</b> The Technical Bid shall contain all the following documents that needs to be submitted online by the Bidders.				
<b><u>Mandatory Eligibility Criteria for the Bidder</u></b>				
1.	Letter of Application	The bidder should submit the letter of application as per the provided format.	Duly signed by authorized signatory.	Annexure-I
2.	Company Existence	The Bidder should be proprietorship firms, partnership firms, companies, corporations, HUF, startup, MSME firms etc. delivering Chatbot solution 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	The Bidder should be registered with the GST and with the appropriate authorities for all applicable statutory taxes/duties	Self-Attested Xerox copy of Registration Certificate 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. 60 lakhs (Sixty 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. 2.25 Cr (Rupees Two Crore Twenty-Five Lakhs) or more in previous 3 financial years (F.Y. 2018-19, F.Y. 2017-18, F.Y. 2016-17) in providing digital advertisement on Chatbot. The firm is to submit certificate from their auditors in this regard.	Audited Annual reports/ Profit & Loss 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 Chatbot</u> .	Annexure-IV
7.	Original Chatbot Developer	The Bidder must be original Chatbot developer for platform based on Artificial Intelligence (AI), Machine Learning (ML) and Natural Language Processing (NLP). No while label chatbot is allowed.	An undertaking in the letter head of the bidder that they are original software developer on AI, ML and NLP and their chatbot solution is not white labeled.	Annexure-V
8.	Response Time	Bidder chatbot response time should be less than 1 seconds	An undertaking in the letter head of the bidder that their chatbot solution response time is less than 1 seconds. Bidder needs to share the server logs report, which clearly shows that bidder's chatbot response time is less than 1 seconds.	Annexure-VI
9.	Cloud and Data storage	IRCTC Chatbot will be deployed on Bidder's infrastructure/ Cloud. India based physical/ cloud data center should be used for IRCTC chatbot solution.	An undertaking in the letter head of the bidder that the IRCTC Chatbot will be deployed on Bidder's infrastructure/ Cloud and only India based physical/ cloud data center will be used for IRCTC chatbot solution.	Annexure-VII
10.	Application Security	Chatbot compliance with 3rd party web security test from Cert-in empaneled company.	An undertaking in the letter head of the bidder that they will ensure the 3rd party web security test of the chatbot solution from Cert-in empaneled company.	Annexure-VIII

11.	Relevant Project experience (Mandatory but relaxed for Startup and MSME)	The Bidder should have at least 2 years' experience in handling more than 10 million queries per year for Chatbot implementation for different clients (Preferably Train/ Metro/ Bus/ Tourism/ Travel/ Financial/ Payments)	(i) Any associated document (Purchase Order or Invoice Copy or Satisfactory Working Certificate or Completion Certificate or undertaking) specifying the details of the Chatbot solution implemented for clients with the number of years of experience along with details of queries served for chatbot. (ii) An undertaking, if applicable should be duly signed by authorized signatory in Bidder's letter head.	Annexure-IX
12.	Technical Support	Bidder should have a dedicated support team for Chatbot Business on optimum basis to handle all types of issues (technical and non-technical) encountered during the life time of Chatbot project.	An undertaking in the letter head of the bidder to provide a dedicated support team to handle technical and non-technical issues	Annexure-X
13.	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	Undertaking should be duly signed by authorized signatory in Bidder's letter head.	Annexure-XI
14.	Blocked Categories	The bidder should provide the undertaking that blocked categories ads will be restricted and not given for serving advertisement on Chatbot.	Undertaking should be duly signed by authorized signatory in Bidder's letter head.	Annexure-XII
15.	Mandatory in case of Start-Up India/MSME 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

16.	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 XIII
<b>Functional and Technical evaluation for the Bidder</b>				
17.	Technical Evaluation (Mandatory)	Bidder's should have a functional and technical capability as defined in the Annexure.	(i) Against each item any of the required document to be submitted as a proof. If the required document will not be submitted, then score will not be given. (ii) Bidder needs to mention in Yes/ No that required documents are provided or not.	Annexure- XIV
<b>FINANCIAL BID, PART B:</b> The financial Bid shall contain all the following document that needs to be filled online by the Bidders.				
18.	Financial Bid	The bidder should mention the yearly minimum business commitment to IRCTC (IRCTC share and not on total business generated through this partnership) on tender wizard portal as per the format provided. IRCTC will find the YMBR range as per the quote and accordingly bidder share will be defined.	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 1.5 Cr + Applicable GST	Excel Format will be provided in Tender Wizard portal.

#### 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.
- ✚ If bidder will not clear any of the mandatory eligibility criteria, then the bid will be summarily rejected.

## 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/MKTG/2020/Chatbot Tender/1128-II**

**Sub: Bid for Tender for selection of Chatbot solution provider for IRCTC 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 selection of Chatbot Solution Provider for IRCTC 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. 1.5 lakhs (Rupees One Lakh Fifty 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 evaluation criteria for the bidder and that the information provided by me/us to that effect is true and correct in every detail.
- In case the above information found false. We are fully aware that the tender/ contract will be rejected/cancelled, EMD/SD shall be forfeited and further suitable pecuniary action can be taken against us for submitting false undertaking.
- 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 read the detailed scope of work 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 Chatbot on IRCTC 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

### 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 the digital advertisement on Chatbot based on GST return. This includes any form online advertising on Chatbot solution implemented 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

### UNDERTAKING FOR ORIGINAL SOFTWARE DEVELOPER FOR CHATBOT PLATFORM

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

That the aforesaid Company/Establishment (s) confirm the following that:

- (i) We are the original software developer for chatbot platform on Artificial Intelligence (AI), Machine Learning (ML) and Natural Language Processing (NLP).
- (ii) We have proprietary chatbot platform and is having full control on the system with the capability of easy to create and easy to train the bot.
- (iii) The provided chatbot platform will not be a white labeled solution.
- (iv) In case the above information found false. We are fully aware that the tender/ contract will be rejected/cancelled, EMD/SD shall be forfeited and further suitable pecuniary action can be taken against us for submitting false undertaking.

Enclosure (If Any): CA Report

Authorized Signatory  
Name and seal of Bidder

Date:  
Place:

## 8.6 ANNEXURE-VI

### UNDERTAKING FOR CHATBOT RESPONSE TIME OF LESS THAN 1 SECONDS

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

That the aforesaid Company/Establishment (s) confirm the following that:

- (i) Our Chatbot response time will always be less than 1 seconds.
- (ii) Our server log reports are attached as a proof of chatbot response time.
- (iii) In case the above information found false. We are fully aware that the tender/ contract will be rejected/cancelled, EMD/SD shall be forfeited and further suitable pecuniary action can be taken against us for submitting false undertaking.

Enclosure (If Any): CA Report

Authorized Signatory  
Name and seal of Bidder

Date:  
Place:

## 8.7 ANNEXURE-VII

### UNDERTAKING FOR CLOUD AND DATA STORAGE

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

That the aforesaid Company/Establishment (s) confirm the following that:

- (i) The IRCTC chatbot will be deployed on our Infrastructure/ Cloud.
- (ii) Only India based Cloud/ Physical Data Centre will be used for chatbot solution.
- (iii) In case the above information found false. We are fully aware that the tender/ contract will be rejected/cancelled, EMD/SD shall be forfeited and further suitable pecuniary action can be taken against us for submitting false undertaking.

Enclosure (If Any): CA Report

Authorized Signatory  
Name and seal of Bidder

Date:  
Place:

## 8.8 ANNEXURE-VIII

### UNDERTAKING FOR APPLICATION SECURITY

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

That the aforesaid Company/Establishment (s) confirm the following that:

- (i) We will ensure the 3<sup>rd</sup> party web security test of the chatbot solution from Cert-in empaneled company.
- (ii) In case the above information found false. We are fully aware that the tender/ contract will be rejected/cancelled, EMD/SD shall be forfeited and further suitable pecuniary action can be taken against us for submitting false undertaking.

Enclosure (If Any): CA Report

Authorized Signatory  
Name and seal of Bidder

Date:  
Place:

## 8.9 ANNEXURE-IX

### UNDERTAKING FOR CHATBOT EXPERIENCE

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 serving the Chatbot services and advertisement in Chatbot for the following Client.

S. No.	Client Name	Services offered in ChatBot solution	Duration of the partnership (in Years)	Queries served per year	Supporting Document

Enclosure (IF ANY):

Authorized Signatory  
Name and seal of Bidder

Date:  
Place:



## 8.10 ANNEXURE-X

### UNDERTAKING FOR TECHNICAL SUPPORT

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

That the aforesaid Company/Establishment (s) confirm the following that:

- (i) We will provide dedicated support team to handle technical and non-technical issues.
- (ii) In case the above information found false. We are fully aware that the tender/ contract will be rejected/cancelled, EMD/SD shall be forfeited and further suitable pecuniary action can be taken against us for submitting false undertaking.

Enclosure (If Any): CA Report

Authorized Signatory  
Name and seal of Bidder

Date:  
Place:

## 8.11 ANNEXURE-XI

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

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

- (i) That we are not Blacklisted/Suspended/Debarred by any government departments/ institutions, PSUs and PSBs.
- (ii) 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.
- (iii) In case the above information found false. We are fully aware that the tender/ contract will be rejected/cancelled, EMD/SD shall be forfeited and further suitable pecuniary action can be taken against us for submitting false undertaking.

Enclosure (IF ANY):

Authorized Signatory  
Name and seal of Bidder

Date:  
Place:

## 8.12 ANNEXURE-XII

### **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:

## 8.13 ANNEXURE-XIII

### PRE-CONTRACT INTEGRITY PACT

#### General

This pre-bid pre-contract Agreement (hereinafter called the integrity pact) is made on ..... day of month of .....2018, 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 Chatbot services 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 ChatBot Services 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 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 (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 through 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 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.

## 8.14 ANNEXURE- XIV

SUPPORTING DOCUMENTS TO PROVE FUCTIONAL AND TECHNICAL CAPABILITY

#	Parameter	Items	Total Score	Docs Provided (Yes/No)	Docs Required as per list*	Score Obtained
<b>Functionality</b>			<b>30</b>			
1	Chatbot Type	Chatbot should be capable to interact in text, audio & video. <b>{1 score against each text, audio &amp; video}</b>	3		A or B or C & D	
2	Language Support	Multiple language support (Mandatory: English, Hindi & Hinglish) Other than above also need support for at least 10 regional Indian languages (Punjabi, Bengali, Assamese, Oriya, Marathi, Gujarati, Tamil, Telugu, Kannada, Malayalam) also along with proper proof reading. The bidder should ensure in proof reading that all regional Indian languages including Hindi and Hinglish replies should match with reply provided by IRCTC in English language. <b>{0.5 score against each Hindi, English, Hinglish &amp; 0.25 score against each of the 10 regional languages}</b>	4		A or B or C & D	
3	User Interface	Interactive Chat Interface with Auto Suggestion for queries.	1		A or B or C & D	
		UI Widgets for conversational interface (carousels, buttons, Forms) <b>{1 score against each carousels, buttons, Forms}</b>	3		A or B or C & D	
4	Dialog Flow Management	Predefined workflows like greeting on entry or exit, response to cuss words, error messages on no internet etc. <b>{0.25 score against each entry/exit, cuss word response, error message &amp; no internet message}</b>	1		A or B or C & D	
5	Multimedia	Capable to run rich media (text, image, audio, video), maps on chatbot <b>{0.25 score against each text, image, audio, video}</b>	1		A or B or C & D	
6	Rich Text	Redirection to external web pages or documents etc.	1		A or B or C & D	
7	Feedback	Each Response wise or overall feedback. Measuring customer satisfaction.	2		A or B or C & D	
8	Live Chat	Integration of live chat platform wherever necessary. Rates of the same will be decided whenever required.	1		A or B or C & D	
9	Authentication	Mobile/Email OTP based or as instructed by IRCTC for giving personalized experiences to the customer.	1		A or B or C & D	
10	Dashboard	Applying sentiment analytics like feedbacks, number of questions asked, Chatbot Response time etc. <b>{no score will be allotted if any of the above is missing}</b>	2		A or B or C & D	

11	AI Operational Tools	Tools to monitor customer behavior and to ensure virtual assistant (VA) learn, adapts, and evolves with customer needs. Continuous improvement of intents and models supporting customer interactions. Tools supported by AI experts to optimize the VA on daily basis.	3		A or B or C & D	
		Dashboard to define and create customer conversations, understanding failure points, optimizing contents, journey's, new channels and adding new intents. Tools to provide necessary insights, recommendations. <b>{no score will be allotted if any of the above is missing}</b>	3		A or B or C & D	
12	Multiple Intents	Support for multiple intents in the same sentence	2		A or B or C & D	
13	Context Continuity/ State	Continuing conversation without losing context. Support for continuity in conversation to anticipate and understand user intent.	2		A or B or C & D	
<b>Technical Capability</b>			<b>70</b>			
14	Technology	Artificial Intelligence, Machine Learning and Natural Language Processing based Chatbot. <b>{no score will be allotted if any of the above is missing}</b>	10		A or B or C & D	
15	Integration	Easy Integration option, Integration Connectors	5		A or E	
16	Omni Channel Support	Multiple Channels support i.e. Web, Android & iOS App <b>{3 score against each Web, Android &amp; iOS App}</b>	9		A or B or C & D	
		Chatbot should be Platform agnostic.	1		A or E	
17	Scalability	Chatbot should be capable to handle 1 million concurrent users for single client, has to give validation of proof through reputed ad servers like DFP or similar <b>{10 score for &gt;=1 million concurrent users, 8 score for &gt;=0.8 million concurrent users, 6 score for &gt;=0.6 million concurrent users, 4 score for &gt;=0.4 million concurrent users &amp; 2 score for &gt;=0.2 million concurrent users}</b>	10		F	
18	Advertisement Service capability	Bidder should be self-sufficient (used own tool) to serve contextual advertisements on Chatbot with atleast 6 months experience. <b>{no score will be allotted if not self-sufficient to serve advertisement on chatbot}</b>	4		A or B or C & D	
19	Experience	2 years' Experience in chatbot domain. <b>{2 score for &gt;=2 years' experience and 1 score for &gt;= 1 year experience}</b>	2		A	
20	Patent	Applied for patent/obtained patent for the IP of the AI chatbot platform and must be patent protected. The applied date must be before 31st March, 2020.	5		E	

		{no score will be allotted, if not applied or obtained for chatbot patent}				
21	Domain	Chatbot should be available for Travel and Tourism domain. {no score will be allotted, if bidders chatbot is not available in Travel and Tourism domain}	5		A or B or C & D	
22	Clients	Should have experience in chatbot domain with implementation on 5 clients (at least 3 months experience against each client) on Travel and Tourism domain {1 score against each client provided minimum 3 month experience with each client}	5		A	
23	Revenue	At least INR 2.5 Crores of revenue generated through advertisement on Chatbot in client's website/mobile app in travel/tourism domain {4 score if revenue >= 2.5 Cr, 3 score if revenue >= 2 Cr, 2 score if revenue >= 1.5 Cr, 1 score if revenue >= 1 Cr}	4		F	
24	Advertisement	Bidder must have generated more than 5 Billion ad Impressions (in a year) and has to give validation of proof through reputed ad servers like DFP or similar. Multiple clients data can be considered {5 score if ad impressions>= 5 billion, 4 score if ad impressions>= 4 billion, 3 score if ad impressions>= 3 billion, 2 score if ad impressions>= 2 billion, 1 score if ad impressions>= 1 billion}	5		E	
25	Users, Session & Page views	1 Billion Sessions & 2 Billion Page views (in a year) must be handled through chatbot, give validation of proof through reputed analytical tools like Google Analytics or similar. With single client only. {5 score for >=1 billion session and >=2 billion page views, 4 score for >=0.5 billion session and >=1 billion page views, 3 score for >=0.2 billion session and >=0.5 billion page views, 2 score for >=0.1 billion session and >=0.2 billion page views, 1 score of either >=0.1 billion session or 0.2 billion page views}	5		E	
Total			100			

#	List of documents required
A	Certificate of Completion/ Work order in which related features are clearly mentioned.
B	Link of live websites in support of functionality, provided bidders brand name should be clearly visible.
C	Functionality Screenshots of the app/web, where these features were available, provided bidders brand name should be clearly visible.
D	Functionalities video link of the app/web, where these features were available, provided bidders brand name should be clearly visible.

E	An undertaking by Bidder's authorized signatory certifying that concerned feature is available. Also provide relevant documents that shown Bidder's capability for concerned feature.
F	Validation proof through reputed analytical tools like Google Analytics or similar where statistics are asked.
G	Chartered Accountant Certificate clearly stating the advertisement revenue generated from Bidder's Chatbot.

**Note: If the Bidder is failed to provide the requested documents then zero marks will be allotted against the concerned above mentioned item.**

Enclosure (IF ANY):

Authorized Signatory  
Name and seal of Bidder

Date:  
Place:

## 8.15 ANNEXURE-XV

### 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/MKTG/2020/Chatbot Tender/1128-II**

My/Our financial bid is as under: -

Yearly	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) upto 2 decimal places 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 1.5 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: